California School Employees Association

CSEA Chapter 633

Collective Bargaining Agreement

July 1, 2025 – June 30, 2028

San Bernardino County Superintendent of Schools
Ted Alejandre, County Superintendent

California School Employees Association
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Agreement

THIS AGREEMENT is made and entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, effective the 1st day of July, 2025, between the San Bernardino County Superintendent of Schools (hereinafter referred to as "County Superintendent") and the California School Employees Association and its Chapter No. 633, San Bernardino County Superintendent of Schools or its successors (hereinafter referred to as "Association").

The unit members covered under this contract are Paraeducators, Braille Specialists, State Preschool Associates, State Preschool Intern Associates, State Preschool Assistants and Speech-Language Pathology Assistants.

ARTICLE 1: RECOGNITION

1.1 The County Superintendent confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the County Superintendent as stated above.

ARTICLE 2: COUNTY SUPERINTENDENT RIGHTS

2.1 It is understood and agreed that the County Superintendent retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the County Superintendent operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the County Superintendent retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the County Superintendent; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law, and further limited by its obligation to consult with the Association according to Section 3543.2 of the Rodda Act upon specific request of the Association.

2.3 The County Superintendent retains its right to temporarily suspend any provisions referred to in this Agreement that are affected by an emergency. In such instances of an emergency, the County Superintendent will give the Association notice of the emergency and will meet with the Association to discuss the temporary changes in the Agreement that are attendant to the emergency. An emergency is defined as an unforeseen, sudden or unexpected occurrence, such as storms, floods, fire, or other calamitous events demanding immediate and prompt action.

2.4 Failure of the County Superintendent to insist upon strict compliance of the contract language is not deemed to be a waiver of the County Superintendent's right to subsequently enforce the contract language.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 6 herein. The Association shall have the right to use district buildings, sites, and equipment during all reasonable hours for meetings or other Association activities.

3.2 The Association shall have the right to post notices of activities and matters of Association business on Association bulletin boards and will make copies of such postings available to the Superintendent upon request. The Association will not post or distribute information which is illegal.

3.3 The Association representative(s) and bargaining team members shall be provided release time at no loss of salary or other benefits for the purpose of representation, negotiations, and processing grievances.

3.4 **Bargaining Unit Member Information**. The following new bargaining unit member information shall be delivered via FTP file server, instructions to be provided by CSEA, to the extent this information has been provided to the County and an employee has not opted out of sharing certain information pursuant to Government Code section 6254.3(c), no later than thirty (30) days after the date of hire:

1. Name
2. Job title
3. Department
4. Work location
5. Phone numbers – work (if assigned to an employee), home, and cellular
6. Personal (non-County) email addresses
7. Home address

In addition, by September 1st, January 1st, and May 1st of each school year, the County shall deliver to the Association the above information, to the extent this information has been provided to the County and an employee has not opted out of sharing certain information pursuant to Government Code section 6254.3(c), for all bargaining unit members.

3.5 The Superintendent shall provide up to five (5) days of paid leave for the chapter's allotted amount of unit members permitted to attend the CSEA annual conference. The Superintendent may authorize additional paid leave as requested by the Association. The amount allotted shall be six (6) members annually.

3.6 The Association President or designee shall receive the equivalent of two hundred (200) hours per annual calendar year of release time for legitimate Association activities. The Association President must receive prior approval from the Site Supervisor at least twenty-four (24) hours in advance of taking the leave. Reasonable effort shall be made to approve requests.

3.7 Following completion of negotiations between the parties, the contract shall be posted on the Superintendents website. Bargaining unit members shall be provided with a hard copy of the new contract upon request at no cost to the unit members.

3.7.1 The Association certifies that it has and will maintain individual employee authorizations regarding union membership. The Association shall provide written notification to the County within ten (10) days of any unit member who has authorized deduction of Association membership dues. Such authorization shall continue in effect from year to year unless the Association notifies the County of a revocation of the authorization in writing. Pursuant to such written notification, the County shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the Association member each month for ten (10) months per year. Deductions for unit members who join the Association after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year. The County shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences thirty (30) days or more after the Association submits notification to the County payroll department.

3.7.2 With respect to all sums deducted by the County pursuant to authorization of the Association member, the County agrees to promptly remit such monies to the Association. The Association agrees to furnish any information needed by the County to fulfill the provisions of this section.

3.7.3 The Association shall indemnify, defend, and hold harmless the County, including the Superintendent, employees, agents, and representatives of the County against any and all

claims, demands, suits, or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and/or any back pay, penalties, or awards resulting from any court, arbitrator, or PERB orders, judgments, or settlements which may arise by reason of, or resulting from the operation of this Article.

3.7.4 Disputes involving this Article shall be settled between the Association and the employee and shall not be subject to the grievance procedure. However, the Association may file a grievance if the County does not comply with its obligations to the Association under this Article.

3.7.5 Upon request of the unit member on the appropriate County form, the County will make deductions from the regular salary for tax sheltered annuities, credit unions, U.S. Savings Bonds, San Bernardino County Child Assistance Fund, insurance premiums for eligible dependents, and other programs approved by the County.

3.8 The Association President or designee will be invited to present at the Back to School In-service and Staff Development Days to discuss the benefits of CSEA membership for at least fifteen (15) minutes. CSEA will make every attempt to assign a designee within each region to attend either in person or virtually.

ARTICLE 4: COMPENSATION AND BENEFITS

4.1 It is agreed that the CSEA Bargaining Unit Members' Salary Schedules shall be set forth in Appendix A.

- Braille Specialist – 183 Workdays
- Paraeducators – 183 Workdays
- Speech Language Pathology Assistants – 198 Workdays
- State Preschool: Associates, Interns, Assistants – 183 Workdays

4.1.1 Using the twelve benchmark districts (Apple Valley, Chaffey, Chino, Colton, Fontana, Ontario-Montclair, Redlands, Rialto, San Bernardino City, Upland, Victor Valley, Victor Elementary) the annualized percentage adjustments of each district shall be added together and divided by 12 (or a number which represents the districts having settled by May 1 of the current school year or other mutually agreed upon date) to identify an average annualized percentage adjustment. If this average plus 0.25% is greater than the current year cost of living adjustment previously added to the salary schedules, then the difference will be added to the salary schedules retroactive to July 1. In the event no annualized percentage increase is given by the benchmark districts, no additional annualized percentage adjustment shall be made (including no addition of 0.25%). In the event there

is a negative annualized percentage rollback by the benchmark districts, any annualized percentage adjustments will be discussed in negotiations and mutually agreed upon.

- The salary increase for the 2025-2026 school year will be determined per Article 4, section 4.1.1. The amount will be announced to CSEA no later than May 15, 2026. The amount shall be paid to all CSEA bargaining unit members after ratification of the comprehensive tentative agreement.
- Unit members employed as of May 1, 2026, shall receive a one-time, off-schedule, non-precedent setting payment in the amount of $800.00 after ratification of the comprehensive tentative agreement.

The paraeducators in the Needles and Trona service areas shall remain in a Preferred Provider Organization (PPO) Health Reimbursement Account (HRA) plan. The plan name is the Blue Shield PPO HRA High Deductible with no out-of-pocket rates for those employees. American Fidelity will issue an HRA debit card for medical related expenses and prescription coverage only (excludes dental and vision or any over the counter items). The SBCSS will fully fund the HRA annually up the family out of pocket maximum per unit member. Any unused funds at the end of the plan year revert back to SBCSS.

The implementation of a health and welfare maximum contribution for the 2026-2027 successor agreement shall include:

Effective July 1, 2026, the Superintendent shall make a maximum contribution up to $23,300 toward health benefits (medical, dental, vision, and life insurance benefits) for each unit member.

4.1.2 The parties agree to continue the Insurance Committee with the San Bernardino County Superintendent of Schools and shall have no less than the same number of representatives as all other participating constituency groups.

4.2 Effective July 1, 2026, the Superintendent shall provide unit members with the following paid longevity plan:

Upon completion of 10 service years employment, base salary plus 2 percent
Upon completion of 15 service years employment, base salary plus 4.5 percent
Upon completion of 20 service years employment, base salary plus 7.5 percent
Upon completion of 25 service years employment, base salary plus 10.5 percent
Upon completion of 30 service years employment, base salary plus 13.5 percent
Upon completion of 35 service years employment, base salary plus 16.5 percent

Following is an example of how the longevity amount is calculated. The "base salary" figure used in this example is for illustration purposes only. An employee's "base salary" is his/her actual salary as noted on the salary schedule and may change over time as a result of cost of living

adjustments (COLAs) or other salary revisions. Any time the base salary changes, a new calculation for longevity will be made.

Example using a base salary of $10,000:

Upon completion of **10 years** employment, the amount will be calculated at 2% of the base, (2% of $10,000 = $200). This employee's salary with longevity would be $10,200.

Upon completion of **15 years** employment, the amount will be calculated at 4.5% of the base, (4.5% of $10,000 = $450). This employee's salary with longevity would be $10,450.

Upon completion of **20 years** employment, the amount will be calculated at 7.5% of the base, (7.5% of $10,000 = $750). This employee's salary with longevity would be $10,750.

Upon completion of **25 years** employment, the amount will be calculated at 10.5% of the base, (10.5% of $10,000 = $1,050). This employee's salary with longevity would be $11,050.

Upon completion of **30 years** employment, the amount will be calculated at 13.5% of the base, (13.5% of $10,000 = $1,350). This employee's salary with longevity would be $11,350.

Upon completion of **35 years** employment, the amount will be calculated at 16.5% of the base, (16.5% of $10,000 = $1,650). This employee's salary with longevity would be $11,650.

4.3 The County Superintendent will provide medical, dental, vision and life insurance benefits to unit members as mutually agreed on an annual basis and noted in Appendix B (rate sheets):

Medical, Dental, Vision and Life Insurance

a. The Superintendent and the Association shall negotiate each fiscal year for the term of the existing contract for medical insurance coverage for eligible employees and dependents. Full-time employees are defined as six (6) hours or more per day. Unit members hired before July 1, 2008, working less than six (6) hours per day are grandfathered and are eligible for a pro-rated share of medical, dental, vision and life insurance benefits.

b. Family dental insurance premiums and vision insurance premiums, as well as life insurance premiums of the unit member in the amount of fifty thousand dollars ($50,000) shall be paid from the health and welfare maximum contribution by the County.

c. Out-of-pocket costs for medical, dental, vision, and life insurance benefits shall be paid through monthly payroll deductions. Unit members who have elected not to receive medical, dental, and vision benefits at the time of employment are eligible to enroll during the annual open enrollment period, or if they encounter a qualifying life event. The unit member shall notify Human Resources in writing within thirty (30) days of a qualifying life event, such as divorce or loss of spouse's insurance coverage.

4.3.1 Upon request by the Association, the Superintendent will send Request(s) For Proposal (RFP) in accordance with the California Schools Joint Powers' Authority process. RFP's shall be sent to potential providers and trusts as approved by the Insurance Committee.

4.4 Classroom Coverage. Unit members who qualify by having the necessary credentials/licenses/permits may substitute as a teacher/site supervisor in the event that no teacher/site supervisor is available. When there are two or more employees in the same school site, the assignment shall be offered in the following order of the following priority: On a rotational basis, based on program needs and the qualifications required.

4.4.1 State Preschool Associates. State Preschool Associates shall serve as the designated teacher of record with a valid Site Supervisor permit when the State Preschool Teacher is absent. The process for selection of Associates to cover daily absences as outlined above will be determined by the County in collaboration with the Association.

Compensation Formula. State Preschool Teacher: State Preschool Associates shall be paid $70.00 per full day or $35.00 for three (3) hours or less in addition to their regular daily rate.

4.4.2 Paraeducators. Providing the County Superintendent is able to obtain the appropriate waiver and all credentialing requirements as required by law are met, Paraeducators may serve as the designated teacher when the site SBCSS teacher of record is absent. Considerations for selection may include the best interest of the students and the interest and willingness of the staff.

Compensation Formula. Teacher: Paraeducators shall be paid $100.00 per full day or $50.00 for three (3) hours or less in addition to their regular daily rate.

4.5 **Retiree Benefits**. Retirees have the option of purchasing available health and welfare benefits from the San Bernardino County Superintendent of Schools at a rate set by the benefit providers plus an administrative fee. This option must be exercised within thirty (30) days of losing active employee coverage or exhausting COBRA coverage. This option is open to retirees, their spouses and/or the surviving spouses of retired unit members. Unit members who retire from the County Superintendent after having reached age 55 and completed ten (10) consecutive years of service with the County Superintendent prior to such retirement, may continue to receive existing levels of available medical insurance coverage for the unit member and spouse only until the unit member reaches age 65 or qualifies for Medicare, whichever comes first. Such retired unit members must reimburse the County Superintendent for fifty percent (50%) of the cost of medical insurance coverage for the employee at the level of eligibility at the time of retirement and seventy-five percent (75%) of their cost for the spouse's medical insurance coverage in accordance with the

current schedule of premium costs incurred by the County Superintendent for such coverage (6 hours per day constitutes full eligibility). Should the County Superintendent not receive such reimbursement by the first of the month following a covered insurance month (30-day grace period), the County Superintendent may terminate such coverage immediately.

ARTICLE 5: CAREER LADDER

5.1 The County Superintendent and the Association provide the following programs to support unit members in becoming Certificated Teachers. Effective July 1, 1999, these programs shall be available to permanent employees only. Additional information on these programs is contained in the Career Ladder Program document.

5.2 Stipend/Differential Pay

5.2.1 Unit members who have completed ten (10) years of service as of June 30, 2018, shall receive the $300.00 stipend until their next longevity increase, as defined in Article 4.2, at which time their stipend will be discontinued. Unit members currently receiving the 30-year longevity and the $300.00 stipend shall continue to receive both forms of compensation until separation.

5.2.2 Effective July 1, 2004, Braille Specialists who obtain the Library of Congress Certification as a Literary Braille Transcriber will receive an annual stipend of $350.00, paid in equal monthly payments for months in service, up to a maximum amount of $350.00.

5.2.2.1 Effective July 1, 2025, Braille Specialists who obtain the Library of Congress Certification for Music Braille Transcribing will receive an annual stipend of $350.00, paid in equal monthly payments for months in service, up to a maximum amount of $350.00.

5.2.2.2 Effective July 1, 2025, Braille Specialists who obtain the Library of Congress Certification for Mathematics Braille Transcribing will receive an annual stipend of $350.00, paid in equal monthly payments for months in service, up to a maximum amount of $350.00.

5.2.2.3 Effective July 1, 2025, Braille Specialists who obtain the Library of Congress Certification for National Braille Association Textbook Formatting will receive an annual stipend of $350.00, paid in equal monthly payments for months in service, up to a maximum amount of $350.00.

These stipends shall be paid separately once each certificate is obtained, up to a maximum of $700.00 annually.

5.2.3 Effective July 1, 2021, SLPA's who obtain the C-SLPA certification will receive an annual differential pay stipend of $350.00. This will be paid in equal monthly increments, and any remaining balance will not be due upon separation from SBCSS.

5.2.4 **Professional Development.** The Superintendent shall pay for or provide required, relevant, and beneficial trainings/certifications as determined by SBCSS with prior approval, excluding those certifications that are subject to a stipend. (See Appendix I).

5.3 **Tuition Reimbursement**. The County Superintendent shall make available to unit members on a non-cumulative annual basis a total amount equaling $10,000 for purposes of reimbursing the cost of tuition, fees, and parking, for enrollment in courses leading toward a teaching credential or other degree that will enable unit members to provide direct support to children in a public school environment. Reimbursement shall only be granted for courses that are completed by the unit members with a grade of "B" or better, or "Pass" if the course is provided with a "pass/fail" grade only, or "credit" if the course is provided with a "credit/no credit" grade only. The total amount allocated by the County Superintendent shall be divided equally two (2) times per year. Claims submitted between August 1 and January 31 will be paid by April 1 on a prorated basis, with payment of up to 50% of tuition, fees and parking, and up to 100% of book costs. Claims submitted between February 1 and July 31 will be paid by October 1 on a prorated basis, with payment of up to 50% of tuition, fees and parking and up to 100% of book costs.

5.4 **Teachers for Tomorrow**. The County Superintendent shall make available to unit members, on a non-cumulative annual basis, funding for the Teachers for Tomorrow program. Participants in the Teachers for Tomorrow program may receive up to $3,000 per year for tuition assistance. Up to six (6) participants will be selected each year through the Teachers for Tomorrow application process with a maximum of sixteen (16) participants. Implementation of this provision will follow the Teachers for Tomorrow program guidelines developed and reviewed jointly by CSEA and County Superintendent. It is also agreed that a representative of CSEA, as appointed by the CSEA President, shall serve on the application screening and interview committees. Any County employee can apply for an internal position as long as the unit member meets the EDJOIN online system requirements.

5.5 Unit members participating in Teachers for Tomorrow or unit members interested in enrolling in any course for the purpose of furthering their education should register for classes that will not conflict with their assigned work hours. In the event that a class conflicts with a unit member's assigned work hours, the unit member should refer to the Career Ladder Handbook (see Appendix F) and/or consult with their immediate supervisor prior to registering for the class.

ARTICLE 6: HOURS

6.1 Unit members who are full-time shall be responsible for assigned duties for a minimum of seven (7) hours per day, inclusive of a working lunch. Unit members working seven (7) hours or more per day shall be entitled to two (2) paid, uninterrupted ten (10) minute rest periods. A unit member employed for a minimum of a seven (7) hour position is one hundred percent (100%) full-time equivalent (FTE).

Hours	Number of 10 Minute Breaks
Greater Than 6	2

6.2 The workweek shall consist of no more than five (5) consecutive days, Monday through Friday. This article shall not restrict the extension of the regular workday on an overtime basis when such is necessary to carry on the business of the County Superintendent. Unit members shall be compensated at a rate equal to one and one-half (1½) times their regular rate of pay for any work authorized and required to be performed on the sixth or seventh day following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in any one day.

6.3 All unit members scheduled to work six (6) hours per day shall be entitled to a ten (10) minute break and a lunch period of thirty (30) minutes. Lunch periods shall occur approximately at the midpoint of the shift, when programmatically practical. Unit members may elect a duty-free lunch or an on-duty lunch. Unit members have the choice of working six (6) paid hours per day with a thirty (30) minute duty-free lunch period, with start and end times that cover a 6 ½ hour period; or unit members have the choice of an on-duty thirty (30) minute lunch period and working a six (6) hour period with start and end times that will cover a six (6) hour period.

Hours	Number of 10 Minute Breaks
3.5 - 6	1

A new selection shall be made prior to the start of every school year. The lunch selection chosen cannot be changed during the school year unless there is a significant life event, or an emergency situation, or there is a voluntary or involuntary transfer that creates a geographical impact of 40 miles or more between work locations.

In the event that an emergency situation requires the unit member to work during their duty-free lunch, the unit member shall follow the provisions outlined in Article 6.4 as soon as practical and the unit member shall submit an email to their Principal or Area Director and the Association President. The unit member shall be compensated at the unit member's regular hourly rate of pay.

Definitions:

- **Duty-Free Lunch –** Means that the unit member is free of all work assignments and may leave the worksite if the unit member chooses. Unit members are not paid for duty-free lunch periods.
- **On-Duty Lunch –** Means that, while the unit member is entitled to eat lunch, the unit member must stay at the worksite and be willing, and available, to work. Itinerant staff are considered on duty while traveling during the course of their normal work day.
- **Emergency Situation –** An emergency is a situation that poses an immediate risk to health, life, property, or environment. Most emergencies require urgent intervention to prevent a worsening of the situation. However, extenuating staff shortages may be considered emergency situations.
- **Significant Life Event –** Includes a change in marital status, birth/death of a child or spouse, onset of a serious health condition of the unit member, change of residence, or to care for a chronically ill or elderly immediate family member.

6.4 All time beyond the unit member's regular workday must have prior approval from the unit member's principal or area director.

6.5 The County Superintendent will provide in-service annually, for all CSEA bargaining unit members during their work year. Preferably, the date will be at the start of each new school year, to be held on non-student days for CSEA employees for a total of 183 workdays (180 student days and 3 nonstudent days = 183 days, except for SLPAs per Article 4.1 with 198 days). The dates of the non-student days to provide in-service may vary from employee to employee due to various district calendars. To the extent possible, the in-service will be held in the region where the employee is assigned and the three (3) non-student days shall be prior to the beginning of the school year. If the in-service is held outside the region the unit member is assigned and may create undue hardship, accommodations may be considered on a case-by-case basis with their supervisor.

6.6 The following training topics will be addressed annually:

1) Child Abuse Reporting Procedures
2) Uniform Complaint Procedure
3) Sexual Harassment Policy
4) Reviewing health concerns and safety awareness procedures *(i.e., safety belts, safety handbook, video availability, lice, blood borne pathogens)*
5) Other topics at the discretion of the County Superintendent and/or the request of CSEA, including, but limited to: Target Solutions, CPR, First Aid, CPI, and County policy/procedures…

Remote Area Training and ongoing communication to all bargaining unit members regarding the above topics may be provided electronically, video conferencing, email, mail and/or the Student Services Safety Committee.

6.7 Unit members shall receive their regular rate of pay for attendance at any mandatory meetings and/or in-services scheduled by County Superintendent.. All time beyond the unit member's regular workday must be approved and submitted on an Authorization to Work Additional Hours form. Unit members shall be compensated per SBCSS policy.

6.8 The initial starting and ending times for unit members shall be scheduled at the discretion of the County Superintendent. Starting and ending times may be changed by mutual agreement of the principal, teacher, and the unit member involved. The beginning and ending dates for unit members' work year, including legal holidays, shall be determined by the County Superintendent and then furnished to unit members as soon as they are available.

ARTICLE 7: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

7.1 For purposes of Section 7.1 through 7.4, the definition of "day" shall be one business day. The County Superintendent or designee shall make preliminary assignments within the school and/or consortium at least 15 working days in advance of the start of the assignment. Such assignments shall consist of the location, program, hours, and dates of service for the school year. Nothing in the preliminary assignment shall be construed as limiting the County Superintendent from making any changes in assignments. Preliminary assignments are subject to change based on programmatic changes or program conditions (i.e., should the hours change due to bus routes being modified).

7.2 Following the issuance of preliminary assignments according to Section 7.1 above, the County Superintendent or designee shall post vacancies via the EDJOIN system. Vacancies shall be posted for all interested applicants for a minimum of ten (10) days in accordance with established personnel recruitment and selection procedures. Permanent unit members must file an on-line application (voluntary transfer) within the ten (10) day filing period. County Superintendent shall offer training on the EDJOIN system application process for interested unit members. If no permanent unit members apply for a voluntary transfer via the online EDJOIN online system within the ten (10) day posting period, the County management will begin the screening and selection procedure for all other applicants.

7.3 For purposes of this provision, a vacancy is any unit position that remains unfilled after assignments pursuant to Section 7.1 above, or any unit position that becomes vacant due to the assigned unit member leaving the position, or any newly created position. County Superintendent agrees to provide a monthly report of vacancies to the CSEA president or designee on or about the 15th of each month from September through May of each calendar year.

7.4 All permanent unit members requesting a transfer within the ten (10) day posting period will receive an interview; in the event that a large number of requests are received for the same position, County management reserves the right to screen down the requests to be interviewed, to a

manageable number. If there are ten (10) or fewer candidates, all will be invited to interview. The final selection is within the sole discretion of the County Superintendent County management; however, length of service in the San Bernardino County Superintendent of Schools will be the determining factor in granting the transfer when the top applicants possess similar qualifications. The County Superintendent will give written notice to all applicants as to the outcome. Interviews shall be held as soon as practicable after the close of the position. The CSEA president or designee shall be informed of the date and time of voluntary transfer interviews and afforded an opportunity to participate on the interview panel. The timeline for posting, interviewing and acting upon vacant positions shall not exceed sixty (60) days. Unit members who have passed their probationary period may be granted one (1) voluntary transfer per school year. Unit members are not eligible for voluntary transfers during their probationary period.

7.5 **Involuntary Transfer**. Involuntary transfers of unit members may be initiated by the County Superintendent County management when necessary and reasonable as defined by the County Superintendent County management. No transfer shall be arbitrary or capricious. Unit members affected by such transfer shall be given written notice of at least fifteen (15) workdays prior to the transfer. Upon request of the unit member, a conference will be held between the unit member and/or CSEA representative/designee and the appropriate manager or designee to discuss the reason for the transfer. If a conference has been requested, the conference must be held within fifteen (15) work days of the request, unless there is mutual agreement to waive the timeline.

7.5.1 The County Superintendent or designee has the right to move a unit member within the same school site for the remainder of the school year or as determined by program need. The parties will collaborate to facilitate a fair and effective reassignment for unit members. Movement shall be based on program/student needs at the perspective worksite and shall not be arbitrary or capricious.

7.6 **Student Staffing Transfer**. When there is a need to reduce staffing in a particular classroom or assignment location, and when there is more than one (1) unit member at a site who possesses similar qualifications, volunteers will be requested to transfer. The unit member with the greater length of service with the County Superintendent shall be given the option of being administratively transferred first**.** If there are no volunteers, the unit member with the shortest length of service shall receive the administrative transfer to a new location.

7.7 An involuntary transfer or student staffing transfer shall not change the bargaining unit member's anniversary date, accumulated illness leave, or in any manner reflect adversely upon his/her rights. Unit members affected by such transfer shall be given written notice of at least fifteen (15) workdays prior to the transfer. Upon request of the unit member, a conference will be held between

the unit member and/or CSEA representative/designee and the appropriate County manager or designee to discuss the reason for the transfer. If a conference has been requested, the conference must be held within fifteen (15) work days of the request, unless there is mutual agreement to waive the timeline.

7.8 Unit members who wish not to perform invasive procedures (i.e., catheters, tube feeding, injections, blood testing, ostomy care, and other procedures as agreed to by both parties) may choose a voluntary transfer if a position is available and in accordance with Article 7 of the Collective Bargaining Agreement.

ARTICLE 8: LAYOFF AND RE-EMPLOYMENT

8.1 In the event of a reduction in the work force due to lack of work or lack of funds, the Parties will collaborate to facilitate a fair and effective employment for Unit Members, based on seniority.

8.2 Layoff and Re-employment rights shall be in accordance with current Education Code Sections 45101, 45114, 45115, 45117, 45298, and 45308 attached in Appendix C which states that there will be a 60-day notification period for layoffs.

8.3 It is the intent of the parties herein that this section shall comply with current Education Code Policy.

ARTICLE 9: LEAVE PROVISIONS

9.1 The benefits that are expressly provided by this section, Article 9, are the sole benefits that are part of this collective agreement. The Superintendent will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law.

9.2 Personal Illness and Injury Leave

9.2.1 Unit members shall be entitled to ten (10) days leave with full pay for purposes of personal illness or injury for themselves, child, parent or spouse/registered domestic partner of unit member. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit in a comparable position. Unit members who are employed in the extended year (summer session/extended school year "ESY") shall receive additional sick leave based on the number of hours and days worked. Unit members with morning start times who require a substitute must, whenever possible, submit their absence no later than 6:00 a.m. on the day the absence occurs. Unit members with afternoon start times who require a substitute must, whenever possible, call in no later than two (2) hours prior to the

start of their work day on the day the absence occurs. If the illness or injury exceeds three (3) consecutive days, the County Superintendent may require the unit member to visit a certified medical specialist and shall be able to hold an interactive meeting with the unit member and to report such findings to the County Superintendent or designee.

9.2.1.1 If a unit member does not utilize the full amount of leave as authorized in 9.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.2.2 **Extended Illness Leave.** After all earned leave as set forth in 9.2.1 above is exhausted, additional non-accumulated leave shall be available for a period of one hundred (100) work days provided that the provisions of 9.2.4 below are met. The amount deducted for leave purposes from the unit member's salary shall not exceed fifty percent (50%) of the salary normally paid to that employee. FMLA and CFRA will be applied according to law.

9.2.3 Unit members who are not able to return to work after sixty (60) work days as set forth above may be reassigned to another position to meet the needs of the program, provided that a like position remains available for them upon their return. Under no circumstances shall reassignment be made for punitive measures, discriminatory reasons, retaliation, or exercising rights under the contract or law.

9.2.4 **Illness or Injury Notification Requirements.** Upon request by County management, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. All costs incidental to such examination as requested by County Superintendent shall be borne by the County Superintendent. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the County Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the County management, a unit member shall not return to work until he/she submits a medical doctor's authorization to return to work.

Following a leave of three (3) or more consecutive days, a unit member shall not be allowed to return to work and shall be placed on leave without pay for that day, if the employee fails to notify the County Superintendent of the employee's intent to return to work at least one (1) hour prior to the close of the preceding work day if such failure results in a substitute being secured.

9.2.5 A unit member must contact the San Bernardino County Superintendent of Schools Human Resources Office via the agreed upon electronic platform as soon as the need to be absent is known. If no substitute is required, unit members must, whenever possible, submit their

absence no less than one (1) hour prior to the start of their work day on the day the absence occurs. Failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action subject to the provisions of due process.

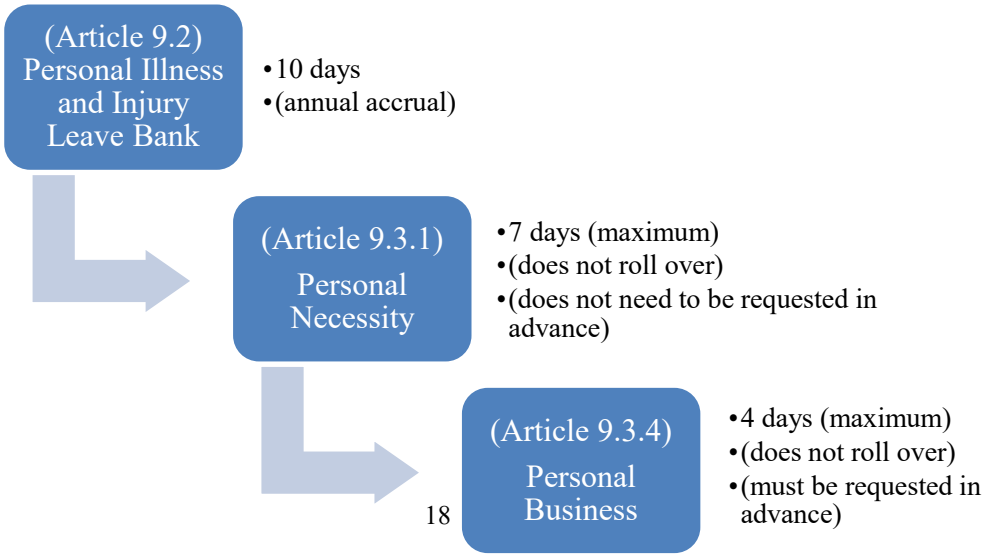
9.2.6 **Leave Increments.** Unit members who are absent for less than a full day due to an emergency beyond the unit member's control shall have deducted from their accumulated leave an amount calculated on the basis of one quarter hour (15 minute) intervals of time absent from employment. For example: Fifteen minute increments shall be deducted by quarter hours. If you arrive to your job assignment nine minutes late (8:09 a.m.), then it will be deducted at fifteen minutes past the hour, which will be 8:15 a.m. The quarter hour is set forth as 3, 6, 9 and 12.

9.3 Personal Necessity Leave

9.3.1 Leave that is credited under 9.2.1 of this Article may be used, at the member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

9.3.2 Personal necessity shall include: (a) death in the unit member's immediate family or the death of a current student of the unit member; (b) serious illness of the unit member's immediate family (Note: Sick leave may be used for spouse, registered domestic partner, child, or parent); (c) an accident or circumstance which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (d) arrival of a foster child, adoption and childbirth; or (e) other unforeseen personal necessities. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday, vacation period, recreational activities, or for matters which can be taken care of outside the work hours.

9.3.3 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 9.3.2. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.



9.3.4 Personal business leave is a use category of personal necessity leave. Determination of what constitutes personal business for a given individual shall be the responsibility of the unit member. A request for personal business leave must be submitted to the unit member's immediate supervisor in writing prior to the requested leave date(s). Such leave may not be used for any of the following purposes: (a) work stoppage, strike, or other concerted activity directed against the San Bernardino County Superintendent of Schools or any organization; (b) employee organization activity; (c) engaging in other employment; (d) any illegal activity; or (e) for the purposes of extending holiday or vacation period.

9.3.4.1 Classified bargaining unit members may use up to, but not to exceed, four (4) of the seven (7) annual personal necessity days for personal business.

9.3.4.2 Certificated bargaining unit members may use up to, but not exceed, seven (7) annual personal necessity days for personal business.

9.4 School Activities Leave

9.4.1 Unit members with school age children may utilize leave, up to forty (40) hours per school year, to participate in their children's school activities as per California Labor Code. For purposes of this provision, "children" include the unit member's son or daughter, stepchild, foster child, or any child for which the unit member has legal custody. Leave shall be limited to a maximum of eight (8) hours in any calendar month and prior notification to the unit members' immediate supervisor is required. If requested by the immediate supervisor or the Human Resources Office, the unit member shall provide documentation from the school indicating the activity, date, and time.

9.4.2 Parent Conference Leave.

9.4.2.1 Unit members shall be entitled to four (4) hours per child per school year of paid leave under this provision.

9.4.3 To the extent possible, unit members shall schedule parent conferences and other school activities before and after their regular work hours.

9.5 Vacation

9.5.1 Eligibility. Classified unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 – June 30.

9.5.2 Vacation Accrual. Classified employees shall be granted vacation in accordance with Education Code 45197 (b) and (c). Accrual of vacation shall be calculated on the following basis:

- For all Classified unit members who work a full work week of 35 hours, the vacation credit shall be computed at the rate of 0.04379 hours of vacation credit for each hour, not including overtime.
- For all unit members regularly employed for fewer than 35 hours per week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.
- Speech Language Pathology Assistant vacation accrual will be accrued consistently with California Education Code § 45197 (b) and (c) as provided below:
    - (b) In lieu of accrual of vacation credit on a monthly basis and proration as prescribed in subdivision (a), a district may provide for accrual of vacation credit on any of the following bases:
        - (1) For all employees or classes of employees who work a full workweek of 40 hours the district shall provide 0.03846 hour of vacation credit for each hour of paid service, not including overtime.
    - (c) For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.
- The calculation will be in accordance with Education Code or per the chart located in 9.5.7.4, whichever is greater.

9.5.3 **Vacation Scheduling**. Vacation shall be taken on non-student days each year.

9.5.4 **Vesting**. Earned vacation shall not become vested until completion of the initial six months of employment. The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.

9.5.5 **Vacation Pay Upon Termination of Employment**. The employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in a regular status may not be entitled to such compensation.

9.5.6 **Holidays**. Holidays which occur during a unit member's vacation shall not be charged as vacation days.

9.5.7 **Holidays**

9.5.7.1 Scheduled Holidays. Employees shall be entitled to the following paid holidays provided the employee is in paid status during the working day immediately preceding or the working day succeeding the holiday:

Independence Day
Labor Day
Admissions Day (Identified as day before Christmas)
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas
Day Before New Year's
New Year's Day
Martin Luther King Jr Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth

9.5.7.2 Work on a holiday will be compensated at time and one half (1.5) the regular rate of pay.

9.5.7.3 Modified Calendar (follow the calendar of the majority of students served on the caseload). Employees stationed at, or primarily serving, school sites shall work a yearly schedule to coincide, to the extent possible, with the vacation and holiday schedule of the district in which the school is located, provided each employee is guaranteed that bargaining unit members shall receive the number of holidays and vacation days bargaining unit members are eligible to receive as specified in this Agreement.

9.5.7.4 Compensation for holidays is calculated annually as follows:

Position	Paid Workdays	Paid Vacation Days	Paid Holidays	Total Paid Days
Braille Specialist	183 Days	8 Days	14 Days	205 Days
Paraeducator	183 Days	8 Days	14 Days	205 Days
SLPA	198 Days	9 Days	14 Days	221 Days
State Preschool Associates	183 Days	N/A	N/A	183 Days
State Preschool Assistants and Interns	183 Days	8 Days	14 Days	205 Days

Note: The SBCSS and the CSEA agree that PERB case LA-CE-6840-E, shall not be affected by this agreement. Nothing in this agreement shall be taken to settle or waive any claim, charge, or cause of action by CSEA or any of its members, concerning the unfair practice charge, nor does anything herein waive SBCSS' rights under the law, including, but not limited to the right to assert any defense related to the actions described herein.

9.6 Catastrophic Leave

The County Superintendent will agree to a Catastrophic Leave Program with the understanding that it will be administered by the Association in accordance with the guidelines provided and providing that the County Superintendent incurs no additional cost and employee has exhausted all available leave balances including extended illness leave, parental leave, compensatory time, Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

9.6.1 The definition of Catastrophic Leave for an employee is a documented illness or injury that is expected to incapacitate the employee for an extended period of time.

9.6.2 Eligibility: CSEA Chapter 633 members who have permanent status in the San Bernardino County Superintendent of Schools classified CSEA Chapter 633 bargaining unit.

9.6.3 Requests for Catastrophic Leave shall be submitted to the Association via CSEA Chapter 633 Executive Board. See Appendix H.

9.6.4 Once approved by CSEA, the CSEA Chapter 633 President/Vice President shall present Catastrophic Leave information to Payroll. Payroll shall review for proper eligibility and make the appropriate leave adjustments.

9.6.5 Participation in the Catastrophic Leave Program is voluntary. Donations to the bank will occur as needed and are irrevocable.

9.6.6 Bargaining unit members electing to participate in the program must submit a completed Catastrophic Leave Program Donation Form (Appendix H) that holds the Superintendent and CSEA Chapter 633 harmless and authorizes the Superintendent to donate accumulated sick leave in not less than full day increments.

9.6.7 Bargaining unit members requiring the need to use the Catastrophic Leave Program must meet all of the following criteria:

a) Have permanent employment status with the Superintendent.

b) Have met the criteria and qualify for the Catastrophic Leave.

c) Have exhausted all available paid leave.

d) Have donated two (2) days minimum to the Leave Program.

9.6.8 Donations of eligible leave credits are irrevocable once deducted from donors' sick leave accounts.

9.6.9 Bargaining unit members in need of Catastrophic Leave must submit a "Request for Catastrophic Leave" form to the CSEA Chapter 633 Executive Board.

9.6.10 CSEA Chapter 633 Executive Board shall determine how much, if any, leave will be donated to the applicant and the Chapter 633 Executive Board will notify the applicant and Payroll Department. Both the donor and the applicant of Catastrophic Leave shall remain confidential to all except the CSEA Chapter 633 Executive Board and the Payroll Department.

9.6.11 A Bargaining unit member must meet the requirements to donate as outlined in the CBA Catastrophic Leave article. A Bargaining unit member may donate from prior year sick leave accrual on a voluntary and confidential basis, in not less than full day increments, not to exceed a total of fifty percent (50%) of the donor's sick leave balance per employee. Donations may be made to CSEA Chapter 633 catastrophic leave bank shall be utilized by members within the bargaining unit only, example: Managers may not donate to a CSEA Chapter 633 member vis-à-vis.

9.6.12 On an as needed basis, the Chapter may ask for donations to the Catastrophic Leave Bank. Names of donors will remain confidential. Once notified of donations, the Payroll Department will make the appropriate leave adjustments.

9.6.13 All donors shall sign the CSEA Chapter 633 voluntary sick leave donation release form(s).

9.6.14 Nothing in these provisions should be construed as a guarantee of any set amount of donation of days or to any unit member.

9.6.15 The maximum numbers of days allowable for use of donated sick leave is based on years of service according to the following table:

Years of SBCSS Service	Maximum Allowable Use of Donated Sick Leave
2-3 years	18 days
4-5 years	36 days
6-8 years	54 days
9+ years	72 days

9.6.16 Donated leave under these provisions shall be required to be taken on consecutive days. In other words, such leave is not to be used intermittently. In addition, use of such leave can only be used for days the employee would have otherwise rendered a service to the Superintendent of Schools.

9.7 Bereavement Leave

9.7.1 Unit members shall be entitled to five (5) days of bereavement leave due to the death of any member of their immediate family. Three (3) days are without loss of salary. An

additional two (2) days can be used from other qualifying leaves. When travel of 300 miles or more is required, five (5) days of bereavement leave are allotted without loss of salary. Proof of travel may be requested by the Superintendent. All bereavement leaves shall be taken within three (3) months of the qualifying death. If the leave is needed beyond the three (3) month deadline, the Superintendent may approve use of leave beyond the three (3) months of the qualifying death. Additional days may be added pursuant to Section 9.3.2 of the Agreement.

9.7.2 For purposes of this provision an "immediate family member" shall be limited to spouse/registered domestic partner, mother, father, grandmother, grandfather, grandchild, brother, sister, son, daughter, or any current step or in-law relationship as defined above, of the employee or the spouse/registered domestic partner of the employee, or any relative living in the immediate household of the Unit Member, as approved by Human Resources.

9.8 Leave for Pregnancy Disability

9.8.1 Employees are entitled to pregnancy disability leave for up to four (4) months in accordance with applicable law. Unit members are entitled to use sick leave as set forth in 9.2.1 and 9.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, childbirth, or preparation for child parenting, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the County management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed and paid by the County Superintendent.

9.8.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in 9.2.1 and 9.2.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the County management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the County Superintendent. All costs incidental to such examination, including travel, shall be borne by the County Superintendent.

9.8.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable as to time being served at the time the leave commenced.

9.9 Leave Without Pay For Child Birth, Preparation and Child Parenting

9.9.1 Leave without pay or other benefits may be granted to a unit member for preparation for childbirth, for parenting and for birth, bonding or placement for adoption or foster care of a new child.

9.9.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

9.9.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the County Superintendent or designee when considering the scheduling and replacement problems of the County Superintendent.

9.9.4 The duration of such leave shall consist of no more than twelve (12) consecutive months.

9.9.5 The unit member is not entitled to use any accrued sick leave or other paid leave during the time period of the leave without pay.

9.9.6 There shall not be a diminution of employment status for childbirth or child parenting except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes.

9.9.7 If a unit member is on leave for childbirth or child parenting, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the County Superintendent will assign the unit member to that vacancy.

9.9.8 A unit member on such leave shall notify the San Bernardino County Superintendent of Schools Human Resources Office no later than thirty (30) days prior to the expiration of the leave as to an intent to return to active employment with the County Superintendent. Failure to so notify may be considered abandonment of position.

9.10 Industrial Accident Leave

9.10.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 45192 for personal injury that has qualified for workers' compensation under the provisions of the State laws.

9.10.2 Such leave shall not exceed sixty (60) days during which the schools of the County Superintendent are required to be in session, or when the employee would otherwise have been performing work for the County Superintendent in any one (1) fiscal year for the same industrial accident.

9.10.3 The County Superintendent has the right to have the unit member examined by a physician, designated by the County Superintendent, to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. The costs of such examination, including travel, shall be borne by the County Superintendent.

9.10.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the Superintendent, for any wage loss benefit check received from the California Schools Risk Management Joint Powers Authority (CSRM JPA) insurance fund, which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the Superintendent any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the Superintendent shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

9.11 Judicial Leave

9.11.1 Unit members will be provided with leave for regularly called jury duty and no more than ten (10) days of leave to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.

9.11.2 The unit member, while serving jury duty, will receive pay in the amount not greater than the unit member's regular earnings.

9.11.3 Unit members who are informed of non-selection for jury duty shall return to their respective assignments for the remainder of the workday.

9.11.4 Upon return to work after completion of jury duty, the unit member shall attach to his/her absence report verification of jury or witness service from the court in which the service was performed, and submit it to the County Schools Human Resources Office within three (3) work days.

9.12 Legislative Leave

9.12.1 A unit member who is elected to legislative office shall be entitled to leave, without pay or benefits of any form, for the length of term in office, but under no circumstances, to exceed four (4) years in duration.

9.12.2 A unit member on such leave shall notify the County Superintendent of an intent to return by no later than sixty (60) calendar days prior to such return.

9.13 Family Care Leave

9.13.1 Regular status employees who have completed one (1) year of continuous service shall be entitled to a leave or leaves of absence without pay, with right to return to the position, for the purpose of birth or adoption of a child and/or care of a child, spouse, registered domestic partner, parent, or self, or for birth, bonding or placement for adoption or foster care of a new child as required and defined by the current Family and Medical Leave Act.

9.14 Leave for Victims of Violence (AB 406)

9.14.1 Unit members who are victims of a qualifying act of violence, or who have a family member who is a victim of a qualifying act of violence, shall be entitled to leave and job protections, including the use of accrued paid leave, to attend judicial proceedings related to such acts, in accordance with applicable law, including Government Code section 12945.8 and Labor Code section 246.5, as amended.

9.15 Other Leaves Without Pay

9.15.1 Upon approval of the Superintendent, leave without compensation, increment, seniority or tenure credit, may be granted for purposes including, but not limited to: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, or professional study or research, student teaching, or other reasons deemed appropriate by the Superintendent or designee. This leave should be used only when all other leaves have been exhausted.

9.15.2 Applications for, and granting of, such leaves of absence shall be in writing. In addition, the unit member on leave shall notify the San Bernardino County Superintendent of Schools Human Resources Office no later than thirty (30) calendar days prior to the expiration of the leave, as to an intent to return to duty. Failure to so notify may be considered abandonment of position.

ARTICLE 10: EVALUATION

10.1 Each unit member shall be formally evaluated twice during a probationary period at approximately two (2) months, five (5) months, and once during the subsequent year. Upon successful completion of the probationary period, defined as six (6) months or 130 days of paid service, whichever is longer, from the date of hire, a probationary employee moves to permanent status. Each permanent unit member shall be formally evaluated, no less than once every three (3) years and not later than the end of the employee's school year. Evaluations shall be based, at least in part, upon direct observation of the unit member's performance of job duties. More frequent evaluations may be

completed when the supervisor deems it necessary or at the request of the unit member. An evaluation conference shall be held between the unit member being evaluated and the supervisor to discuss a formal evaluation. The unit member shall be given at least a 48-hour advance notice of the date, time and place of the evaluation conference. If the unit member feels that the evaluation will indicate a rating of "Needs Improvement" or "Unsatisfactory", the unit member may request that a representative of the Association be present at the formal evaluation. Evaluations indicating "Needs Improvement" or "Unsatisfactory" shall be accompanied by recommendations for improvement.

10.2 Following the evaluation conference with the unit member and prior to a formal evaluation being placed in the unit member's personnel file, a copy of such evaluation shall be given to the unit member. The unit member shall be provided an opportunity within ten (10) working days from the date indicated on the evaluation and/or upon receipt of a copy of the evaluation, whichever is later, to respond to any derogatory statements contained therein. This written statement shall be appended to the evaluation if timely submitted.

10.3 Unit members shall have a right to inspect their evaluation or other material contained in their personnel file consistent with Education Code Section 44031 at a time when such unit member is not actually required to render services to the County Superintendent.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 Definitions

A "grievance" is a formal written allegation by one (1) or more unit members, or the Association, who have been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge the policies of the County Superintendent, as set forth in the rules and regulations or administrative regulations and procedures, or areas of concern not covered by this Agreement, must be undertaken under separate legal processes, or through the informal complaint procedures set forth in County Superintendent administrative policy. Other matters for which specific method of review is provided by law, by the rules and regulations of the County Superintendent, or by the Administrative Regulations and procedures of the County Superintendent are not within the scope of this procedure.

A "day" is a day the employee is scheduled to work.

The "Immediate supervisor" is the lowest level administrator having the immediate jurisdiction over the grievant who has been designated by the County Superintendent to adjust grievances.

11.2 Informal Level

Before filing a formal written grievance, the grievant will attempt to resolve it by informal conference with the grievant' s immediate supervisor. The grievant may have a representative from the Association if he/she so desires.

The Association agrees to participate in a problem-solving session with the County Assistant Superintendent of Human Resources, or designee, prior to filing a formal grievance.

11.3 Formal Level

11.3.1 Level I

Within twenty-six (26) working days of the time the employee knew or should have knowledge of the occurrence of the act or omission giving rise to the grievance, the employee must present such grievance in writing on the appropriate form (Appendix D) to the immediate supervisor, which in most instances, shall be the principal or area director assigned to the employee's area.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific persons involved, the decision rendered at the informal conference, and the proposed remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference with the other party.

11.3.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the assistant County Superintendent within (10) days of the receipt of the Level I decision.

This statement should include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The assistant County Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the assistant County Superintendent may request a personal conference within the above time limits. If the assistant County Superintendent does not respond within the time limits, the grievant may appeal to the next level.

11.3.3 Level III

If not satisfied with the decision at Level II, the grievant may, within ten (10) days, submit a request in writing on the appropriate form to the County Superintendent or designee for

a facilitator/mediator. At this level a facilitator/mediator will be utilized to assist in the communication between the unit member filing a grievance and the County Superintendent. The individual facilitator/mediator shall be selected from the California State Mediation and Conciliation Service (CSMCS). The role of the facilitator is to enhance communication and provide alternative means of dealing with the grievance. The work of the facilitator is non-binding on either party and there will be no written opinion regarding the outcome by the facilitator.

As an alternative, the employee may elect to go to Level IV and not utilize the provision contained in Level III and shall so request in writing on the appropriate form to the County Superintendent or designee within the above stated time frame.

11.3.4 The facilitator/mediator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the County Superintendent.

11.3.5 **Level IV**

The grievant may appeal the decision to the County Superintendent within ten (10) days of the receipt of the decision from Level II or the outcome of Level III.

11.3.6 This written appeal shall include a copy of the original grievance, the Article of the Agreement alleged to have been violated; the decisions rendered at all previous levels, and a clear, concise statement of the reasons for the appeal.

11.3.7 The County Superintendent alone has the power to render a final and binding determination of a grievance. Upon review of the appeal, if the County Superintendent determines that he/she is unable to render a final determination on the record, he/she may reopen the record for the taking of additional evidence.

11.3.8 The County Superintendent shall communicate in writing a decision within ten (10) days after receiving the appeal. Either the grievant or the County Superintendent may request a personal conference within the above time limits.

11.4 A grievant shall be entitled to have a representative(s) of the grievant's choice present during any step of this procedure within the limitations as set forth in Article 11, Association Rights.

11.5 If a grievance arises from a decision on the part of the County Superintendent County management at a level above Level I, the grievant may submit such grievance in writing to the appropriate level at which the alleged decision was made.

11.6 The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.

11.7 No reprisals of any kind will be taken by the County Superintendent or by any member or representative of the County Superintendent against any grievant, any party of interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

11.8 A unit member may be represented at all stages of the grievance procedure by a representative of the Association, or at his/her option, by himself/herself. If a unit member is not represented by the Association, the Association shall be provided with an opportunity to file a response to a proposed grievance resolution.

ARTICLE 12: SAFETY CONDITIONS

12.1 San Bernardino County Superintendent of Schools (SBCSS) Safety Committees: The Association President or designee will be an ongoing participant on any SBCSS Safety Committees where unit members are assigned, as well as having additional CSEA representatives participate on this committee from various job classifications and regions on a voluntary basis. Participation shall be coordinated with their immediate supervisor.

Unit members may submit ideas to improve health and safety conditions through their Association representative. The Committee will in turn advise members of the final outcome of their suggestion.

12.2 The Superintendent will reimburse unit members up to $700 per year for the repair cost or replacement of glasses, contact lenses, dentures, and hearing aids not covered by insurance. Reimbursement up to $50 per item will be made for personal clothing damaged on the job and during the course of employment. Also included is the insurance deductible for vandalism to personal automobiles parked on school grounds during a unit member's working hours or while in use during the course of their employment. Unit members who are required to park their vehicles on non-work sites will be covered as set forth above. The Employee Loss Report Form is available through Risk Management Services. The Business Office may require a written report, receipts and, in the case of vehicle vandalism, a copy of the employee's auto insurance policy showing the amount of deductible required and the accompanying police report.

12.3 Unit members may protect themselves by use of avoidance or the use of behavioral interventions as outlined in Crisis Prevention Intervention/ProAct training as required by their program placement. In the event of an assault, during the course of employment, unit members shall promptly notify their immediate supervisor, who shall immediately report the incident to the police and Human Resources. Human Resources shall comply with any reasonable request from the unit member for information in their possession relating to the incident or the persons involved.

12.4 Unsafe/Unsanitary Condition: unit members shall notify their immediate supervisor, in writing, concerning an unsafe or unsanitary condition. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. The immediate supervisor shall investigate and advise the unit member of any findings and, if needed, suggested corrective action within thirty (30) working days of the receipt of the written request. If the unit member makes a written request, a response shall be provided in writing.

12.4.1 No bargaining unit member will be subjected to retaliation for reporting unsafe or unhealthful working conditions.

12.5 The County Superintendent shall provide a communication system to enable the unit member to reach a source outside the classroom in case of emergency.

12.6 No unit member shall be required to engage in any activity relating to the movement of a classroom from one (1) location to another while responsible for the supervision of students. Bargaining unit members shall not be required to move furniture and large items over 50lbs.

12.7 To the extent possible, all classes that are staffed by a full-time teacher and a full-time paraeducator shall not operate without qualified substitutes in the event of the absence of either teacher or paraeducator.

12.8 It is agreed that all unit members will be issued photo identification badges. Identification badges shall be worn at all times during County Superintendent business. If a unit member works at a district site and is required to wear the district's identification badge, the unit member may wear the district's identification badge in lieu of the County Superintendent identification badge. If it is determined that wearing the identification badge poses a safety risk (i.e., classrooms), then unit members need only have the identification badge in their possession. Failure to wear an identification badge as required may result in the appropriate disciplinary action. In the event that an identification badge is lost, damaged, or stolen, the unit member must notify the immediate supervisor. A replacement identification badge will be provided at no additional cost to the unit member.

12.9 Unit members will follow Superintendent's policy and procedures Standards of Dress and Grooming 4219.22 and 4319.22 (see Appendix G) to include the following excerpts:

Dress Code

- Unit members are required to dress appropriately, professionally and safely for the work sites at all times. Unit members working in Court School settings are required to follow Probation guidelines for appropriate dress.

Clothing

- Attire is expected to be clean, pressed, in good repair (not torn, ripped, etc.) and well fitting.

Unit members shall not wear the following:

- Head bandanas or gang affiliated attire.
- Tee shirts or jerseys with offensive language or graphics, drug/alcohol-related logos, or gang related materials.
- Uncovered spandex pants/leggings.
- Shirts or dresses with spaghetti straps unless covered by a jacket, blouse or other outer garments; shirts that expose stomach or midriff area; halter or tube shirts; see-through or fishnet tops.
- Flip-flops or thongs are prohibited for all unit members. Flip-flops or thongs are defined as having a flat rubber sole held on the foot by a strap fitted between the first two toes.

Personal Hygiene

- Strong odors caused by perfumes, scented hair sprays and aftershave lotions can be offensive or can cause allergic reactions and are to be used in moderation out of concern for the comfort of others.

12.10 Mandatory Online Safety Training. All unit members shall complete safety trainings assigned by the Superintendent by September 30th of each year, during paid time.

ARTICLE 13: SAVINGS PROVISION

13.1 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.

ARTICLE 14: CONCERTED ACTIVITIES

14.1 It is agreed and understood that the Association will not engage in a strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County Superintendent during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

14.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County Superintendent by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE 15: PROGRESSIVE DISCIPLINE

15.1 Permanent and Probationary Status

Classified unit members who have obtained permanent status following their designated probationary period (not to exceed one year) may be dismissed only for cause (Ed Code 45114). Probationary classified unit members may be dismissed without cause prior to the end of their probationary period (Ed Code 45113). Disciplinary action shall include dismissal, suspension without pay, and demotion, except layoff for lack of work or lack of funds.

15.2 Adoption of Rules and Regulations

The Education Code requires the Superintendent to adopt rules and procedures for disciplinary proceedings (Ed Code 45113). The rules must provide procedures for informing the employee by written notice of the specific charges against him/her, written notice of the employee's right to an administrative hearing on the charges against him/her, the time in which the administrative hearing may be requested (not less than five days after service of the notice on the employee) and a card or paper, the signing and filing of which shall constitute a demand for a hearing and denial of all charges (Ed Code 45113).

15.3 Progressive Discipline

The level of discipline imposed shall be guided by the principles of progressive discipline, beginning with oral discussion, if appropriate. Progressive discipline may or may not occur in sequential order dependent upon the nature, context, and seriousness of the offense as determined by the County. For less serious offenses, progressive discipline is intended as gradual corrective action to provide guidance, assistance and correction of inappropriate conduct. More serious violations may cause for steps to be skipped.

A written plan of improvement containing specific expectations and time frames in which to accomplish them may be simultaneously implemented within any step in the process. In the event of written disciplinary action the unit member should also be given an opportunity to respond in writing to the written reprimand/warning within ten (10) working days. Unit members shall have the right to have representation during disciplinary matters and will be informed of such a right prior to disciplinary action as defined below.

Entry into the appropriate level of discipline will be at the supervisor/manager's discretion as dependent on the level of the seriousness of the offense. Progressive discipline steps may be skipped or varied based on the seriousness of the employee's behavior/poor performance as determined by the supervisor/manager. As such, the following define progressive discipline terms and, when applicable, sequential steps in the process:

15.3.1 Oral Warning/Conference Summary

An oral warning is generally done informally as corrective counseling session, with the supervisor/manager meeting with the unit member to be certain that the unit member realizes that his or her work performance or behavior is unsatisfactory and what is expected in terms of improvement is understood. A conference summary may or may not be written. This conference summary shall not go into the personnel file unless subsequent performance issues or conduct recurs that require further disciplinary action at which time the written conference summary may be attached to a subsequent letter.

15.3.2 Letter of Written Warning

A letter of written warning should include a clear explanation of the consequences of the unit member's job performance or conduct that falls below expectations. The unit member's immediate supervisor/manager shall prepare a written warning letter and shall provide such letter to the affected unit member. The warning letter shall outline specific areas and or incidents of the unit member's deficient performance and/or conduct and give specific directives for improvement. The warning letter will be placed in the personnel file after 10 days and the unit member will be given the opportunity to respond in writing which will be attached to the letter of warning and placed in the personnel file.

15.3.3 Letter of Written Reprimand

Dependent on the severity of the conduct or if there is insufficient or no improvement in the unit member's work performance/conduct over a period of time, or if additional incidents or more serious problems surface, a written reprimand may be the next appropriate step. Specific expectations and required time frames should be outlined and the consequences of continued failure to meet the required standards of work shall be clearly stated. The letter of reprimand shall not be placed into the unit member's personnel file until he/she has been given ten (10) working days to respond. The warning letter will be placed in the personnel file after 10 days and the unit member will be given the opportunity to respond in writing which will be attached to the letter of warning and placed in the personnel file.

In the event steps are skipped that result in disciplinary action beginning at 15.4.3 (Letter of Written Reprimand) notification to CSEA President/designee is required.

15.3.4 Suspension

Suspension shall not exceed twenty (20) working days.

15.4 Causes

Causes for suspension, demotion or dismissal of any unit member shall include, but not be limited to:

1. Incompetence or inefficiency in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to, failure to possess required licenses or failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of County Superintendent of Schools property.
5. Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public.
6. Dishonesty.
7. Drinking alcoholic beverages on the job or reporting to work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
9. Personal conduct unbecoming to an employee of the County Superintendent of Schools.
10. Engaging in political activity during assigned hours of employment.
11. Conviction of any crime involving moral turpitude.
12. Arrest for a sex offense as defined in Education Code Section 44010.
13. Conviction of a narcotics offense as defined in Education Code Section 44011.
14. Absence without leave or repeated tardiness.
15. Abuse of Leave Privileges.
16. Falsifying any information supplied to the County Superintendent of Schools including, but not limited to, information supplied on application forms, employment records or any other County Superintendent of Schools record.
17. Persistent violation or refusal to obey safety rules and regulations or directions of the County Superintendent of Schools, or laws of the state or federal government.
18. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
19. Willful or persistent violation of the Education Code or rules and regulations of the County Superintendent of Schools.
20. Any willful conduct tending to injure the public service.
21. Abandonment of position or excessive absenteeism.

22. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
23. Physical or mental incapacity.

15.5 Due Process - Notice of Disciplinary Action and Skelly Meeting

No disciplinary action may be taken for any cause which arose prior to the unit member becoming permanent or more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the unit member (Ed Code 45113). The burden of proof shall be on the Superintendent to establish cause for dismissal (Ed Code 45113).

The notice of disciplinary action must contain a statement in ordinary and concise language of the specific act or omissions which the disciplinary action is based, a statement of cause for the action taken and if it is claimed that a unit member has violated a rule or regulation of the employer, the rule or regulations must be specified in the notice (Ed Code 45113).

Prior to giving the unit member written notice of disciplinary action, the employer is required to meet with the unit member to give the unit member an opportunity to respond to the allegations against the employee and to explain his or her actions (Skelly hearing {Ed Code 45116}).

The employee shall have a Skelly hearing which shall be scheduled no less than ten (10) working days from the date the employee is served the Notice of Intent to Discipline and shall afford the employee the right to respond to the charges. The unit member is entitled to representation. The County shall provide the unit member a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) days following the Skelly.

15.6 Insufficient Notice

A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that a unit member has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice. If the identified items are omitted, this shall constitute an insufficient notice and a proceeding may be brought on behalf of the employee to discontinue the action (EC 45116).

15.7 Hearing

The employee may request a hearing before the Superintendent. The hearing is conducted in a formal manner, all witnesses are sworn and the Superintendent and unit member are given the opportunity to present their case, which includes opening statements, presenting witnesses, cross-examination of witnesses, present testimony, introduce documentary evidence, and make closing statements.

15.8 Third-Party Hearing Officer

The Superintendent reserves the right to delegate the hearing to a third-party neutral that can make recommendations to the Superintendent. In the event the Superintendent delegates the hearing to a hearing officer, the Superintendent and CSEA shall mutually agree on the selection of the hearing officer within ten (10) working days from the date of the request for hearing, notwithstanding any unforeseen delays that will be promptly communicated to both parties.

For the selection process, the Superintendent will submit a list of five (5) qualified hearing officers to the California Mediation and Conciliation Service. The hearing officer will be selected from the aforementioned list by alternate strike-off. The first strike-off will be by mutual agreement. Thereafter each party will strike one name off the list until only one name remains. The remaining hearing officer will conduct the hearing under the rules of procedure established by the hearing officer, which are consistent with the law.

15.9 Final Decision of the Superintendent

The Superintendent retains the authority to review the hearing officer's decision, and make the final decision. The Superintendent/designee shall inform the unit member of the decision in writing thirty (30) working days after receiving the findings of facts, conclusions of law from the hearing officer.

15.10 Hearing Expense

The cost of the hearing shall be mutually shared by both parties. Both parties agree to be responsible for their respective costs incurred, inclusive of transcripts. The cost of the arbitrator shall be equally shared.

ARTICLE 16: TECHNOLOGY AND ARTIFICIAL INTELLIGENCE

16.1 Definitions

16.1.1 Technology. The term "technology" will include, but not be limited to: all forms of automation, robotics, artificial intelligence (AI), large language models, information technology (hardware and software), augmented or virtual reality, electronic devices or equipment such as phones, cameras, computers, tablets, any kind of listening or recording device, GPS or any monitoring devices, that replace or substitute for, improve, alter, increase or decrease, track or monitor, evaluate, or evolve the type or manner of work performed by employees in the workplace. Technology is used to support SBCSS operation, instruction, safety, compliance, and administrative function(s).

16.1.2 Workplace Automation Technology. The term "Workplace Automation Technology" refers to technology used to assist, augment, or enhance work processes, as determined by SBCSS operational needs.

16.2 Right to Disconnect

When employees use personal or County-owned electronic devices to access County technology for professional purposes, employees have the right to disconnect from County owned technology outside of regular work hours. Disconnecting includes but is not limited to silencing, restricting notifications, utilizing 'Do Not Disturb' or 'Out of Office' settings, and turning off County devices and technology outside of regular work hours. Unit members are not required to respond outside their regular working hours and shall not be penalized. Unit members shall be compensated in accordance with Article 6.2 for any overtime hours.

16.3 Labor-Management Committee on New Technology

The County shall convene a Technology Committee inclusive of all bargaining units to meet bi-annually to discuss emerging technologies that may be implemented in the workplace. The committee shall serve as a forum for demonstration, information sharing, effects of implementation, and feedback and shall not limit the County's management rights regarding the selection, development, or implementation of technology.

16.4 Algorithmic Management

Decisions made solely by AI or algorithms must undergo human review before any action is taken. The County will follow state law regarding algorithmic processes.

16.5 Advance Notice that County is Considering New Technology

SBCSS will provide notice consistent with legal bargaining obligations when negotiable effects, as defined by the Educational Employment Relations Act (EERA), are identified.

16.6 Bargaining Implementation of Workplace Automation Technology

SBCSS will bargain negotiable effects of automation as required by the Educational Employment Relations Act (EERA).

16.7 Bargaining Changes Due to New Technology

SBCSS will negotiate mandatory subjects of bargaining (EERA).

16.8 Limitations on Use of Technology

Technology will not replace supervisory judgment, without human review, and will be used consistently within law and current technology use agreement.

16.9 Job Training for Current and Displaced Workers

The County and CSEA recognize that the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the County is committed, whenever necessary, to provide training programs at no cost in the use of equipment.

16.10 Employee Data Privacy

SBCSS will ensure data privacy be addressed in accordance with applicable law and industry standards.

16.11 Data Breaches

SBCSS will ensure data breaches be addressed in accordance with applicable law and industry standards.

16.12 Displacement and Re-employment Rights

The County will abide by re-employment rights as outlined in the EERA and the provisions contained within this collective bargaining agreement.

16.13 Surveillance

The County will not use surveillance technology to identify workers who are exercising rights protected under the Educational Employment Relations Act or any other statute addressing public employee rights, including participating in activities of the exclusive representative.

ARTICLE 17: EMPLOYEE RIGHTS

17.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members and comply with applicable law.

17.1.1 The County Superintendent shall deduct, in accordance with the CSEA dues schedule, from the wages of all employees who are members of CSEA after receiving notification from the Association.

17.1.2 No unit member shall be obligated to pay dues or service fees to the Association until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

17.2 Association Membership

17.2.1 The parties agree that it will maintain individual employee authorizations regarding union membership. The Association shall provide written notification to the County as soon as applicable of any unit member who has authorized deduction of Association membership dues. Such authorization shall continue in effect from year to year unless the Association notifies the County of a revocation of the authorization in writing. Pursuant to such written notification, the County shall deduct in accordance with the CSEA dues schedule the annual dues from the regular salary warrant of the Association member each month for ten (10) months per year. Deductions for unit members who join the Association after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year. The County shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences as

soon as applicable after the Association submits notification to the County payroll department.

17.2.2 With respect to all sums deducted by the County pursuant to authorization of the Association member, the County agrees to promptly remit such monies to the Association. The Association agrees to furnish any information needed by the County to fulfill the provisions of this section.

17.2.3 Disputes involving this Article shall be settled between the Association and the employee and shall not be subject to the grievance procedure. However, the Association may file a grievance if the County does not comply with its obligations to the Association under this Article.

17.3 **Prohibition of Interference**

17.3.1 The County Superintendent shall not interfere with the terms of any agreement between CSEA and the County Superintendent's employee with regard to that employee's membership in CSEA.

17.3.2 Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but shall refer any questions to the CSEA Labor Relations Representative.

17.4 Upon request of the unit member, on the appropriate County Superintendent form, the County Superintendent will make deductions from the regular salary for tax sheltered annuities, credit unions, U.S. Savings Bonds, Association for In-Group Donors, insurance premiums for eligible dependents, and other programs approved by the County Superintendent.

17.5 The Association shall indemnify and hold the County Superintendent harmless from any and all claims, demands, suits, damages, or any other action arising out of and in connection with this Article.

ARTICLE 18: SUPPORT OF AGREEMENT

18.1 The County Superintendent and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the parties herein will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the County Superintendent and the Association.

18.2 In the event of any inadvertent omission or commission by the scribe of the contract, the original signed agreement shall prevail.

ARTICLE 19: EFFECT OF AGREEMENT

19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over County Superintendent practices and procedures and over State laws to the extent permitted by the State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the County Superintendent.

ARTICLE 20: TERM AND COMPLETION OF MEET AND NEGOTIATION

20.1 This Agreement shall become effective July 1, 2025 and remain in full force and effect up to and including June 30, 2028; and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than April 1, of its request to modify, amend, or terminate the Agreement. Parties may meet annually to negotiate salary and/or fringe benefits changes. Re-openers, other than for salary and/or fringe benefits, shall be limited to two (2) additional articles by each party, unless there is mutual agreement to re-open additional articles. This Tentative Agreement is subject to ratification by the California School Employees Association Chapter 633 membership and approval by the County Superintendent. Upon approval by both parties, it shall be effective from July 1, 2025, through June 30, 2028.

FOR THE ASSOCIATION:

Catherine Wind-Muro, President
CSEA, Chapter #633

Date: July 1, 2026

Cameron Kroetz
CSEA Labor Relations Representative

Date: 7/6/26

FOR THE SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS:

Ted Alejandre
County Superintendent

Date: JUL 21 2026

Appendix A

San Bernardino County Superintendent of Schools

2026-2027 SALARY SCHEDULE

(CSEA) BRAILLE SPECIALIST

HOURLY - 183 DAYS + 8 VACATION DAYS + 14 HOLIDAYS

Effective July 1, 2026

Range / Step	A
1	26.21
2	26.89
3	27.54
4	28.23
5	28.93
6	29.68
7	30.42
8	31.19
9	31.98
10	32.73
11	33.61

Date Approved 6/16/26

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 6/15/2026
Increased Days

San Bernardino County Superintendent of Schools

2026-2027 SALARY SCHEDULE

(CSEA) PARAEDUCATOR

HOURLY - 183 DAYS + 8 VACATION DAYS + 14 HOLIDAYS

Effective July 1, 2026

Range	A
Step	
1	21.67
2	22.30
3	22.99
4	23.66
5	24.35
6	25.00
7	25.67
8	26.38
9	27.03
10	27.71
11	28.37

Date Approved 4/16/26

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 6/15/2026
Increased Days

San Bernardino County Superintendent of Schools

2026-2027 SALARY SCHEDULE
(CSEA) SPEECH-LANGUAGE PATHOLOGY ASSISTANT
HOURLY - 198 DAYS + 9 VACATION DAYS + 14 HOLIDAYS
Effective July 1, 2026

Range	A
Step	
1	32.34
2	33.12
3	33.89
4	34.66
5	35.41
6	36.18
7	36.95
8	37.73
9	38.53
10	39.28
11	40.07

Date Approved 6/26/26

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 6/15/2026
Increased Days

San Bernardino County Superintendent of Schools

2025-2026 SALARY SCHEDULE
(CSEA) STATE PRESCHOOL ASSISTANT
HOURLY – 183 DAYS + 8 VACATION DAYS + 14 HOLIDAYS
Effective July 1, 2025

Range	A
Step	
1	21.12
2	21.43
3	21.72

Date Approved 6/24/25

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 5/1/2026
2.47%

San Bernardino County Superintendent of Schools

2025-2026 SALARY SCHEDULE

(CSEA) STATE PRESCHOOL ASSOCIATE

183 DAYS

Effective July 1, 2025

STEP (Hourly)	(Annual)
1	$34,504.00
23.57	
2	$35,425.00
24.20	
3	$36,352.00
24.83	
4	$37,281.00
25.47	
5	$38,203.00
26.09	
6	$39,126.00
26.72	
7	$40,049.00
27.36	
8	$40,974.00
27.99	
9	$41,900.00
28.62	
10	$42,822.00
29.25	
11	$43,746.00
29.88	

Date Approved 6/26/25

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 5/1/2026
2.47%

San Bernardino County Superintendent of Schools

2025-2026 SALARY SCHEDULE
(CSEA) STATE PRESCHOOL INTERN
HOURLY – 183 DAYS + 8 VACATION DAYS + 14 HOLIDAYS
Effective July 1, 2025

Range	A
Step	
1	21.56
2	21.85
3	22.18

Date Approved 6/26/25

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Revised 5/1/2026
2.47%

Appendix B

SBCSS Health Plans Offered for 2026-2027

CSEA Bargaining Members Only 10-Pay

The monthly contribution is the same for employees only and family.

Medical Plan Choices	Total Employee Monthly Cost			
	W/Option A	W/Option B	W/Option C	W/Option D
Kaiser Permanente Options				
Kaiser - Plan #1 (Kaiser Plan 8) *$20 co-payment / Pharmacy $10 Generic / $20 Brand* *100% hospital covered*	$228.22	$238.06	$224.62	$234.46
Kaiser - Plan #2 (Kaiser Plan 12) *$30 co-payment/ Pharmacy $15 Generic/ $30 Brand* *$250 co-payment for hospital admission*	$87.80	$97.64	$84.20	$94.04
Kaiser - Plan #3 HDHP (Kaiser Plan 1) $1,700 Single / $3,400 Family deductible Pharmacy $10/ $30 after deductible *$20 co-payment after reaching deductible*	$0	$0	$0	$0
Blue Shield TRIO ACO - Plan #1 (Blue Shield HMO Trio C20) *$20 co-payment /100% hospital covered*	$0	$1.80	$0	$0
Blue Shield Access Plus - Plan #2 (Blue Shield HMO Access+ C20) *$20 co-payment / $500 co-payment hospital*	$305.16	$315.00	$301.56	$311.40
Blue Shield TRIO ACO - Plan #7 (Blue Shield HMO Trio 7) *$30 co-payment / $500 co-payment hospital*	$0	$0	$0	$0
Blue Shield Access Plus - Plan #7 (Blue Shield HMO Access+ 7) *$30 co-payment / $500 co-payment hospital*	$234.36	$244.20	$230.76	$240.60
Blue Shield PPO - Plan #1 (Blue Shield PPO Cust 20-500) *$500 single/ $1,000 family* In-Network deductible	$3,306.36	$3,316.20	$3,302.76	$3,312.60
Blue Shield PPO – Plan #1A Tandem (Blue Shield PPO Tandem Cust 20-500) $500 single/ $1,000 family In-Network deductible	$2,977.56	$2,987.40	$2,973.96	$2,983.80
Blue Shield HDHP CSEBA Premier - Plan #2 (Blue Shield Premier PPO Savings 1650) $1,700 single / $3,400 family In-Network deductible	$115.56	$125.40	$111.96	$121.80
Blue Shield HDHP CSEBA Tandem - #2A (Blue Shield PPO Premier Tandem Savings 1650) $1,700 single/ $3,400 family In-network deductible	$0	$0	$0	$0

Delta Dental PPO Options	EYEMED Vision Options
Dental Plan #1 Each enrolled family member: *$2,500 In-Network/$2,000 out-of-network*	**Vision Plan #1** Each enrolled family member is entitled to: $150 frames or contacts In-Network
Dental Plan #2 Each enrolled family member: *$2,000 In-Network/$1,500 out-of-network* ***with ortho***	**Vision Plan #2** Each enrolled family member is entitled to: $200 frames or contacts In-Network
Life Insurance	**Opt-out Option**
Employer-sponsored life/accidental death & dismemberment of $50,000 for employee.	Monthly cash incentive for declining medical. Enrollment continues for dental, vision, and life.

Option Descriptions	
Option A – Dental #1/Vision #1/Life	Option C – Dental #2/Vision #1/Life
Option B – Dental #1/Vision #2/Life	Option D – Dental #2/Vision #2/Life

Benefitfocus plan names are highlighted in red above, and online, the plan name starts with "CSEBA".

For any questions, please contact – Maria Alvarez at: Benefits@sbcss.net - 909 386-9562.

5/27/2026 – 9:00 am

SBCSS Health Plans Offered for 2026-2027

CSEA Bargaining Members Only 11-Pay

The monthly contribution is the same for employees only and family.

Medical Plan Choices	Total Employee Monthly Cost			
	W/Option A	W/Option B	W/Option C	W/Option D
Kaiser Permanente Options				
Kaiser - Plan #1 (Kaiser Plan 8) *$20 co-payment / Pharmacy $10 Generic / $20 Brand* *100% hospital covered*	$207.47	$216.41	$204.20	$213.14
Kaiser - Plan #2 (Kaiser Plan 12) *$30 co-payment/ Pharmacy $15 Generic/ $30 Brand* *$250 co-payment for hospital admission*	$79.82	$88.77	$76.55	$85.49
Kaiser - Plan #3 HDHP (Kaiser Plan 1) $1,700 Single / $3,400 Family deductible Pharmacy $10/ $30 after deductible *$20 co-payment after reaching deductible*	$0	$0	$0	$0
Blue Shield TRIO ACO - Plan #1 (Blue Shield HMO Trio C20) *$20 co-payment /100% hospital covered*	$0	$1.64	$0	$0
Blue Shield Access Plus - Plan #2 (Blue Shield HMO Access+ C20) *$20 co-payment / $500 co-payment hospital*	$277.42	$286.36	$274.15	$283.09
Blue Shield TRIO ACO - Plan #7 (Blue Shield HMO Trio 7) *$30 co-payment / $500 co-payment hospital*	$0	$0	$0	$0
Blue Shield Access Plus - Plan #7 (Blue Shield HMO Access+ 7) *$30 co-payment / $500 co-payment hospital*	$213.05	$222.00	$209.78	$218.73
Blue Shield PPO - Plan #1 (Blue Shield PPO Cust 20-500) *$500 single/ $1,000 family* In-Network deductible	$3,005.78	$3,014.73	$3,002.51	$3,011.45
Blue Shield PPO – Plan #1A Tandem (Blue Shield PPO Tandem Cust 20-500) $500 single/ $1,000 family In-Network deductible	$2,706.87	$2,715.82	$2,703.60	$2,712.55
Blue Shield HDHP CSEBA Premier - Plan #2 (Blue Shield Premier PPO Savings 1650) $1,700 single / $3,400 family In-Network deductible	$105.05	$114.00	$101.78	$110.73
Blue Shield HDHP CSEBA Tandem - #2A (Blue Shield PPO Premier Tandem Savings 1650) $1,700 single/ $3,400 family In-network deductible	$0	$0	$0	$0

Delta Dental PPO Options	EYEMED Vision Options
Dental Plan #1 Each enrolled family member: *$2,500 In-Network/$2,000 out-of-network*	**Vision Plan #1** Each enrolled family member is entitled to: $150 frames or contacts In-Network
Dental Plan #2 Each enrolled family member: *$2,000 In-Network/$1,500 out-of-network* ***with ortho***	**Vision Plan #2** Each enrolled family member is entitled to: $200 frames or contacts In-Network
Life Insurance	**Opt-out Option**
Employer-sponsored life/accidental death & dismemberment of $50,000 for employee.	Monthly cash incentive for declining medical. Enrollment continues for dental, vision, and life.

Option Descriptions	
Option A – Dental #1/Vision #1/Life	Option C – Dental #2/Vision #1/Life
Option B – Dental #1/Vision #2/Life	Option D – Dental #2/Vision #2/Life

Benefitfocus plan names are highlighted in red above, and online, the plan name starts with "CSEBA".

For any questions, please contact – Maria Alvarez at: Benefits@sbcss.net - 909 386-9562.

SBCSS Health Plans Offered for 2026-2027

CSEA Bargaining Members Only 12-Pay

The monthly contribution is the same for employees only and family.

Medical Plan Choices	Total Employee Monthly Cost			
	W/Option A	W/Option B	W/Option C	W/Option D
Kaiser Permanente Options				
Kaiser - Plan #1 (Kaiser Plan 8) *$20 co-payment / Pharmacy $10 Generic / $20 Brand* *100% hospital covered*	$190.18	$198.38	$187.18	$195.38
Kaiser - Plan #2 (Kaiser Plan 12) *$30 co-payment/ Pharmacy $15 Generic/ $30 Brand* *$250 co-payment for hospital admission*	$73.17	$81.37	$70.17	$78.37
Kaiser - Plan #3 HDHP (Kaiser Plan 1) $1,700 Single / $3,400 Family deductible Pharmacy $10/ $30 after deductible *$20 co-payment after reaching deductible*	$0	$0	$0	$0
Blue Shield TRIO ACO - Plan #1 (Blue Shield HMO Trio C20) *$20 co-payment /100% hospital covered*	$0	$1.50	$0	$0
Blue Shield Access Plus - Plan #2 (Blue Shield HMO Access+ C20) *$20 co-payment / $500 co-payment hospital*	$254.30	$262.50	$251.30	$259.50
Blue Shield TRIO ACO - Plan #7 (Blue Shield HMO Trio 7) *$30 co-payment / $500 co-payment hospital*	$0	$0	$0	$0
Blue Shield Access Plus - Plan #7 (Blue Shield HMO Access+ 7) *$30 co-payment / $500 co-payment hospital*	$195.30	$203.50	$192.30	$200.50
Blue Shield PPO - Plan #1 (Blue Shield PPO Cust 20-500) *$500 single/ $1,000 family* In-Network deductible	$2,755.30	$2,763.50	$2,752.30	$2,760.50
Blue Shield PPO – Plan #1A Tandem (Blue Shield PPO Tandem Cust 20-500) $500 single/ $1,000 family In-Network deductible	$2,481.30	$2,489.50	$2,478.30	$2,486.50
Blue Shield HDHP CSEBA Premier - Plan #2 (Blue Shield Premier PPO Savings 1650) $1,700 single / $3,400 family In-Network deductible	$96.30	$104.50	$93.30	$101.50
Blue Shield HDHP CSEBA Tandem - #2A (Blue Shield PPO Premier Tandem Savings 1650) $1,700 single/ $3,400 family In-network deductible	$0	$0	$0	$0

Delta Dental PPO Options	EYEMED Vision Options
Dental Plan #1 Each enrolled family member: *$2,500 In-Network/$2,000 out-of-network*	**Vision Plan #1** Each enrolled family member is entitled to: $150 frames or contacts In-Network
Dental Plan #2 Each enrolled family member: *$2,000 In-Network/$1,500 out-of-network* ***with ortho***	**Vision Plan #2** Each enrolled family member is entitled to: $200 frames or contacts In-Network
Life Insurance	**Opt-out Option**
Employer-sponsored life/accidental death & dismemberment of $50,000 for employee.	Monthly cash incentive for declining medical. Enrollment continues for dental, vision, and life.

Option Descriptions	
Option A – Dental #1/Vision #1/Life	Option C – Dental #2/Vision #1/Life
Option B – Dental #1/Vision #2/Life	Option D – Dental #2/Vision #2/Life

Benefitfocus plan names are highlighted in red above, and online, the plan name starts with "CSEBA".

For any questions, please contact – Maria Alvarez at: Benefits@sbcss.net - 909 386-9562.

5/27/2026 – 9:00 am

Appendix C

California Education Code - 45101

(a) "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

(b) "Permanent" as used in the phrase "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.

(c) "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

(d) "Demotion" means assignment to an inferior position or status, without the employee's written voluntary consent.

(e) "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.

(f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

(g) "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

(h) "Cause" relating to disciplinary actions against classified employees means those grounds for discipline, or offenses, enumerated in the law or the written rules of a public school employer. No disciplinary action may be maintained for any "cause" other than as defined herein.

The provisions of this section shall not apply to school districts to which the provisions of Article 6 (commencing with Section 45240) of this chapter are applicable.

The provisions of this section shall not apply to any school district which, during the 1973-74 school year, had an average daily attendance of 100,000 or more.

California Education Code – 45114

Notwithstanding the provisions of Section 45113, the governing board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 45298 and 45308, except the term "personnel commission" therein shall be construed to mean the governing board. "Governing board" as used in this section shall include districts governed by a common board or by different boards but with a common administration. Employees in common board or common administration districts shall, for the purpose of layoff for lack of work or funds, be considered as having been employed in a single district.

California Education Code – 45115

Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

California Education Code – 45117

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c)(1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 60-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 60 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 60 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

California Education Code – 45298

(a) A person laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months as follows:

(1) The person's reemployment shall take preference over new applicants.

(2) The person shall have the right to participate in promotional examinations within the district during the period of 39 months.

(3) If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

(c) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority.

California Education Code – 45308

(a) Classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority.

(b) For purposes of this section, in school districts with an average daily attendance below 400,000, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date. For purposes of this section, in school districts with an average daily attendance of 400,000 or more, for service commencing or continuing after January 1, 1986, "length of service" shall be determined by the date of hire.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

(c) Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

(d) "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.

Appendix D

San Bernardino County Superintendent of Schools
Human Resources

CSEA GRIEVANCE FORM

Name _____

Work Location _____ ☐ *Desert/Mountain* ☐ *East Valley* ☐ *West End* ☐ *Alternative Ed*

Job Title _____

Article(s) and Section Number(s) _____

STATEMENT OF GRIEVANCE

RESOLUTION OR REMEDY SOUGHT

Date _____ *Signature* _____

IMMEDIATE SUPERVISOR'S RESPONSE

Date _____ *Signature* _____

Upon receipt of his form, the supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference with the other party.

Copy 1 – Immediate Supervisor Copy 2 – Grievant Copy 3 – CSEA Copy 4 – Human Resources

Appendix E

San Bernardino County Superintendent of Schools

CSEA EVALUATION

☐ Probationary
☐ 2 Months
☐ 5 Months
☐ Did Not Pass Probation
☐ Permanent

Name: _____ Conference Date: _____

Date 48-hour advance notice given: _____

Position: _____ School/Dept/Branch: _____

Evaluator (Supervisor): _____ Title: _____

Performance Factor		Performance Rating
A) APPEARANCE: Consider the employee's overall appearance in connection with the type of work performed. Consider cleanliness, grooming, neatness, and appropriateness of dress on job. **COMMENTS:**	9 6 3 1	Consistently neat, clean and appropriately dressed. Usually neat, clean, and properly dressed. Untidy and/or careless about appearance. Careless about personal hygiene and/or dress. **Rating: Select Rating**
B) COLLABORATION AND TEAMWORK: Consider the employee's ability to adapt in the organization, to work collaboratively with staff, students, and the public, both in person and on the phone. Is the employee congenial, cooperative, and willing to assist others? **COMMENTS:**	13 9 5 1	Consistently collaborative, inspires high morale, and maintains mutual respect. Usually congenial and helpful; good team worker. Sometime opposes new ideas and resists authority. Rarely accepts direction and/or works well with others. **Rating: Select Rating**
C) ATTENDANCE: Consider punctuality and time devoted to actual work. Consider amount of time off for sick leave and personal business. Timely reporting of absence will be considered. **COMMENTS:**	13 9 5 1	Consistently punctual. Usually prompt; seldom absent. Sometimes reports absence in advance. Frequently late or absent, does not report absences in a timely manner. **Rating: Select Rating**
D) TIME MANAGEMENT: Consider the organization skills, the amount and promptness of work produced based on specific job requirement. Does the employee use time wisely? Consider the employee's reliability in following instructions and carrying out assigned tasks with a minimum of direct supervision. **COMMENTS:**	13 9 5 1	Consistently completes assignments, set priorities, utilizes time effectively and exceeds performance standards. Usually completes work on time; often exceeds performance standards. Works at steady pace; meets performance standards. Frequently produces less than required. **Rating: Select Rating**
E) INITIATIVE: Consider the employees resourcefulness and self-reliance. Consider the ability to develop new ideas, and the desire to attain goals. Is the employee a self-starter and does he/she show creative problem solving? **COMMENTS:**	13 9 5 1	Consistently resourceful, creative, and self-reliant. Works toward goals; occasionally submits new ideas. Shows little initiative; must be told what to do. Rarely shows initiative. **Rating: Select Rating**
F) QUALITY OF WORK: Consider neatness, skill, thoroughness, and accuracy in completing job assignments. Appraise the employee's performance in meeting standards of quality. Usually exhibits accurate verbal and written communication and quality work. **COMMENTS:**	13 9 5 1	Consistently produces high quality work; needs little direction. Work is somewhat satisfactory; needs normal supervision. Frequently below standards; often requires direction. Rarely completes job assignments. **Rating: Select Rating**
G) DEPENDABILITY: Consider the employee's reliability in following instructions and carrying out assigned tasks with a minimum of direct supervision. Will the job be done conscientiously? **COMMENTS:**	13 9 5 1	Consistently reliable, conscientious; prompt and accurate Usually requires minimum supervision, is reliable and attentive to work. Sometimes unreliable; requires follow-up. Frequently requires close, constant supervision; is not dependable. **Rating: Select Rating**

H) INSTRUCTIONAL PROGRAM AND LEARNING ENVIRONMENT: Consider the employee's ability to assist and support the teacher with pupil instructional programs, student supervision/discipline and ability to communicate well. Does the employee provide support for individual student needs? **COMMENTS:**	13 9 5 1	Consistently able to assist and support the teacher with instructional needs. Usually provides support to the teacher and student with instructional needs. Sometimes supports both teacher and student in the classroom. Rarely shows support in the classroom, must be given directives. **Rating: Select Rating**

PERFORMANCE FACTORS

A) Appearance	Select Rating
B) Collaboration and Teamwork	Select Rating
C) Attendance	Select Rating
D) Time Management	Select Rating
E) Initiative	Select Rating
F) Quality of Work	Select Rating
G) Dependability	Select Rating
H) Instructional Program and Learning Environment	Select Rating
TOTAL RATING:	**0**

Check appropriate overall performance rating below:

Outstanding	(89-100)	☐
Above Satisfactory	(68-88)	☐
Satisfactory	(37-67)	☐
*Needs Improvement	(16-36)	☐
*Unsatisfactory	(00-15)	☐

*Article 10.1: An overall Performance Rating of "Needs Much Improvement" or "Unsatisfactory" on the Annual Evaluation shall be accompanied by recommendations for improvement.

DESCRIBE UNIQUE TASKS OR JOB CONDITIONS
As related to Braille Specialist, State Preschool or Speech and Language Pathology Assistants.

UNIQUE TASKS	SUPERVISOR'S COMMENTS

SUPERVISOR'S COMMENDATIONS/RECOMMENDATIONS: _____

_____

_____

_____

EMPLOYEE'S COMMENTS (OPTIONAL): _____

_____

_____

SUPERVISOR'S SIGNATURE _____ TITLE _____ DATE _____

It is understood that by signing this form, the employee acknowledges having seen and discussed this evaluation. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. The employee has the right to submit a responding statement to Human Resources, **within ten (10) working days**, to be placed in the employee's personnel file.

EMPLOYEE'S SIGNATURE _____ DATE _____

Appendix F

SBCSS/CSEA
Career Ladder for CSEA Unit Members

DEFINITION/PURPOSE

The San Bernardino County Superintendent of Schools (SBCSS)/California Schools Employees Association (CSEA) Unit Member Career Ladder is designed to assist those CSEA Unit Members who are interested in pursuing a career in teaching. The Career Ladder shall provide opportunities for advancement and personal growth for CSEA participants and provide support for SBCSS as it strives to develop qualified teachers from the pool of CSEA Unit Members.

The Career Ladder Program consists of two components:

1. **Tuition Reimbursement**
2. **Teachers for Tomorrow**

Eligibility:
All permanent SBCSS CSEA Unit Members are eligible to apply provided they meet the established criteria outline below for each component. Please note that Teachers for Tomorrow participants are ineligible for tuition reimbursement as described in the CSEA Collective Bargaining Agreement, Article 5.3.

1. Tuition Reimbursement

Guidelines:
1. The Tuition Reimbursement Fund is available for use by permanent CSEA Unit Members for job-related education or career development, provided such expenditure enhances furtherance of SBCSS or continuing education goals.

2. Only those courses that have received prior written approval from a supervisor (principal) can be considered eligible for tuition reimbursement.

3. The total amount available in the fund is $10,000 per calendar year. Reimbursement paid in the first half of the year shall not exceed one-half (½) of the fund total ($5,000), with the balance paid in the second half of the year.

4. Reimbursement claims will be processed upon successful completion of approved course work as demonstrated by a grade card, official transcript, or other acceptable method of verification. Reimbursement shall only be granted for courses which are completed by Unit Members with a grade of "B" or better, or "Pass" if the course is provided with a "pass/fail" grade only, or "Credit" if the course is provided with a "credit/no credit" grade only.

5. Claims submitted between August 1 and January 31 will be paid prior to April 1, on a prorated basis, with payment of up to 50% of tuition and fees, and up to 100% of book costs. Claims submitted between February 1 and July 31 will be paid prior to October 1, on a prorated basis, with payment of up to 50% of tuition and fees, and up to 100% of book costs.

6. All requests for tuition reimbursement payments must be made during the same time period the actual payment was made. However, if the required proof of successful course completion is not available

within this timeframe, the request may be processed during the subsequent claim period, provided the request is submitted within 30 days of the employee's receipt of the proof of successful course completion.

7. The maximum reimbursement per employee for any six-month period shall not be more than one-half (½) of the funds allocated for that period. No one person can receive more than one-half (½) of the total fund balance during the course of the year.

Procedure:

1. Prior to enrollment in a class or program, complete the CSEA Unit Member Course Authorization Approval Form and obtain their principal's or Area Director's signed approval for the course(s).

2. Attach receipts for tuition, books, and all appropriate fees to the signed Course Authorization Approval Form and submit to Human Resources within the timeframe as stated in #5 of the Guidelines. **BE SURE TO RETAIN A COPY OF THE FORM AND RECEIPTS FOR YOUR RECORDS.**

3. Upon successful completion of the course, submit the grade card, transcript, or other acceptable/verifiable proof of completion to Human Resources.

2. Teachers for Tomorrow

The Teachers for Tomorrow program provides financial assistance for up to sixteen (16) Unit Members employed by SBCSS. Program participants may receive up to $3,000 per fiscal year for payment of tuition and fees and the purchase of textbooks. These payments are made directly to the college/university at which the program is enrolled.

Eligibility:

Candidates for the Teachers for Tomorrow program must be permanent CSEA Unit Members employed by SBCSS. The candidate must have passed their probationary period, be enrolled, or accepted to enroll, as a full-time student at a regionally accredited college or university in San Bernardino County, or with a regionally accredited Online University* where he or she is pursuing, or will pursue, a course of study that will lead to a teaching credential.

Application and Selection Process:

1. In January of each year information and applications for the Teachers for Tomorrow program are distributed to current SBCSS CSEA Unit Members. Individuals interested in applying to the program must submit the completed application, along with two (2) letters of recommendation to Human Resources by the deadline specified.

2. Completed applications will be referred to a screening committee from which a limited number of applications will be selected for interview using pre-determined selected criteria. **The Screening Committee** will include representatives selected by CSEA; one representative from Human Resources; and one representative from the Superintendent's Office.

3. The **Interview Committee** will schedule and conduct interviews and make final selections to bring the total number of program participants to sixteen (16) county-wide. **The Interview Committee** will include representatives selected by CSEA; one representative from Human Resources; and one representative from the Superintendent's Office. If necessary, the representatives serving on the Screening Committee may also serve on the Interview Committee.

Continued Participation:

Once a CSEA Unit Member has been selected to be a Teacher for Tomorrow, they will remain eligible for program benefits provided they do the following:

- Remain employed as a CSEA Unit Member with the San Bernardino County Superintendents of Schools.
- Retain their full-time student standing at a college or university in San Bernardino County. *****
- Continue pursuing a course of study that will lead to a teaching credential.
- Maintain a cumulative GPA of 2.0 or higher.

***Human Resources may, on a case-by-case basis, consider and approve requests from Teachers for Tomorrow program participants seeking specialized credentials to attend institutions of higher learning outside of San Bernardino County, as well as a regionally accredited Online University.**

Program Monitoring:
Human Resources is responsible for monitoring course work and grades for the Teachers for Tomorrow participants to ensure that participants are continuing to meet eligibility criteria. Program participants must submit this information to Human Resources at the conclusion of the spring semester or quarter.

Since payment for tuition, fees and books is made directly to the participant's college or university, the Teachers for Tomorrow program participants must promptly notify Human Resources of any change in school location.

Financial Considerations:
Teachers for Tomorrow participants are ineligible for tuition reimbursement, as described in the CSEA Collective Bargaining Agreement, Article 5.4.

All payments made through this program are made directly to the college or university and never to the program participant. No payments will be made for supplies (pens, backpacks, paper, etc.). Beginning in 2002, money paid directly to colleges/universities for tuition and fees may be considered taxable income and reported as such to the Teacher for Tomorrow program participants and the Internal Revenue Service.

Teachers for Tomorrow participants are eligible to receive up to $3,000 in financial assistance each year. After the first year of program participation, the maximum payment amount each participant is eligible to receive will be determined in accordance with the following schedule:

Year in Program	Previous Year's Cumulative GPA	Maximum Amount
Year 1	Not applicable	$3,000 (100%)
Year 2	2.5 or better	$3,000 (100%)
	2.0 to 2.49	$2,250 (75%)
Year 3	3.0 or better	$3,000 (100%)
	2.5 to 3.0	$2,250 (75%)
	2.0 to 2.49	$1,500 (50%)
Year 4 and subsequent	3.0 or better	$3,000 (100%)
	2.5 to 3.0	$2,250 (75%)
	2.0 to 2.49	$1,500 (50%)

Program Termination:
- Teachers for Tomorrow program participants must agree not to voluntarily withdraw from the program, or terminate employment, during an academic quarter/semester for which benefits have been received.

- If a Teachers for Tomorrow program participant accepts a promotional opportunity within SBCSS that results in them leaving the CSEA Bargaining Unit, they will be ineligible to receive future benefits; however, there will be no attempt to recover funds already expended on their behalf.

- If a Teachers for Tomorrow program participant voluntarily terminates employment during an academic semester/quarter for which they have received program benefits, they will be required to reimburse SBCSS for all tuition, fees and book expenses paid on their behalf during that academic semester/quarter.

- If a Teacher for Tomorrow program participant is involuntarily terminated from employment during an academic semester/quarter for which they have received program benefits, there will be no attempt to recover funds already expended on their behalf.

- If a Teacher for Tomorrow program participant exits the program prior to completion, the vacated slot will be filled from the eligibility pool established by the Interview Committee.

Your Commitment:

- As a Teachers for Tomorrow program participant you must, upon completion of your Bachelor's Degree, and acceptance into a teaching program at a regionally accredited college or university, contractually agree to teach in the San Bernardino County Superintendent of Schools for a minimum of one year should SBCSS desire to offer you a contract and if a position is available.

- If you do not accept a contract offered to you by SBCSS upon completion of the program, you agree to reimburse SBCSS for any and all actual expenses incurred on your behalf by SBCSS as a participant in the program. A repayment schedule will be established with SBCSS as to time, frequency and amount, however, in no case shall time allowed for repayment exceed the total number of calendar years you spent in the program.

- If you are not offered a teaching contract by SBCSS, or if a position is not available, upon completion of your Bachelor's Degree and acceptance into a teaching program, you will not be obligated to reimburse SBCSS.

Appendix G

4219.22, 4319.22 Procedure – Standards of Dress and Grooming

San Bernardino County Superintendent of Schools is a professional organization. All employees will present a professional appearance in order to promote a positive image to clients. The general public frequently forms its initial impression of professional credibility solely on employee appearance. The appropriateness of attire, as seen by the general public, has a bearing on how other agencies and departments view employee professionalism and ultimately working relationships.

An employee's religious beliefs or medical conditions, as defined by applicable law that requires deviation from the standards as set forth will be considered on an individual basis.

The standards in this policy apply when an employee has officially reported to work. Failure to comply with, and repeated violations of this policy will be cause for disciplinary action up to and including dismissal.

STANDARDS OF DRESS AND GROOMING

1. Clothing

   A. Employees whose primary work location is an office environment are expected to wear business clothing. Attire is expected to be clean, pressed, in good repair (not torn, ripped etc.) and well fitting.

      1) Acceptable business attire for women includes dresses, skirts, suits, or slacks/trousers worn with blouses, sweaters and/or jackets. The length of dresses or skirts should be no shorter than mid-thigh when seated. Denim jeans and tennis/athletic shoes are not considered appropriate office attire.

      2) Acceptable business attire for men includes suits, slacks/trousers worn with collared shirts, collared sport shirts, dress shirts, sweaters and/or jackets. When appropriate, ties deemed should be worn. Denim jeans and tennis/athletic shoes are not considered appropriate office attire.

   B. If uniforms are provided for employees, employees are expected to report for work in the departmentally assigned uniform. Uniforms are expected to be clean, pressed and in good repair.

   C. Employees may not wear the following:

      1) Bib overall style clothing.

      2) Head bandanas or gang affiliated attire.

      3) Tee shirts or jerseys with offensive language or graphics, drug/alcohol-related logos, or gang related materials, including logos related to team sports.

      4) Uncovered spandex pants/leggings.

      5) Shirts or dresses with spaghetti straps unless covered by a jacket, blouse or other outer garments; shirts that expose stomach or midriff area; halter or tube shirts; see-through or fishnet tops.

6) Low front or low back attire.

7) Excessively tight fitting or oversized (baggy) garments.

In addition, staff members who work primarily in an office environment may not wear shorts or sweat pants/workout wear. Staff whose assignment includes work outside the office (such as PE teachers) may wear shorts or sweat pants/workout wear when warranted by the weather and their job assignment. Shorts shall be at least mid-thigh in length.

2. Footwear and Accessories

A. All footwear is expected to be professional and appropriate to the employee's position. Shoes are to be neat, clean and in good repair. Safety should be considered when heels worn are higher than three inches. Flip-flops or thongs are prohibited for all employees. Flip-flops or thongs are defined as having a flat rubber sole held on the foot by a strap fitted between the first two toes.

B. Employees working consistently outside of an office or a classroom, such as in a warehouse environment, playground, or other areas as approved by a supervisor, may wear protective clothing, including clothing displaying the San Bernardino County Superintendent of Schools (SBCSS) embroidered logo during working hours. Protective head coverings are not to be worn in any office or classroom, but only when working outdoors or while off duty. All protective clothing is expected to be in good repair, neat and clean.

3. Tattoos and Jewelry

A. Tattoos that are vulgar, lewd, depict nudity, violence, drug use, and gang or prison affiliation or create a distraction in the work environment must be covered.

B. All jewelry worn by employees must be appropriate so it does not detract from a professional appearance, pose a safety hazard or create a distraction in the work environment.

4. Personal hygiene

A. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance.

B. Strong odors caused by perfumes, scented hair sprays, and aftershave lotions can be offensive or can cause allergic reactions and are to be used in moderation out of concern for the comfort of others.

C. Employees are expected to maintain appropriate and professional hairstyles. Beards, sideburns and moustaches must be clean and neatly groomed. For safety purposes, hair must be properly restrained for its length and job assignment. Hair coloring should be within the range of natural hair colors.

Issues or disagreements arising from enforcement of this policy and procedure shall be reviewed by the division head or designee and/or Human Resources Assistant Superintendent or designee.

RESPONSIBILITIES

1. Each new employee will receive a copy of the policy during orientation. Employees will be allowed up to 120 calendar days from the date of adoption of this policy to become compliant with the written policy and procedure. On a case-by-case basis, in the event of a financial hardship an employee should contact their division head to request an extension.
2. Supervisors are responsible for explaining and enforcing the dress and appearance policy. Employees who report to duty and are non-compliant with the dress and appearance policy may be sent home to change without compensation.
3. Consistent with this policy, exceptions can be made at the department level by the Division Head due to the nature of work, special events, or departmental clean-up.

Approved: 12/18/07
Revised: 2/11/10

Appendix H

California School Employees Association Chapter 633

CLASSIFIED BARGAINING UNIT CATASTROPHIC LEAVE DONATION FORM

The CSEA chapter 633 Collective Bargaining Agreement (CBA) allows for the voluntary and confidential donation of "Catastrophic Leave" from SBCSS employees to their colleagues for long-term illness, injury or impairment in Article 9.6 *Catastrophic Leave*.

Employees participating in the Catastrophic Leave program must adhere to the following:

1. Donors **MUST** have permanent status with SBCSS; Probationary employees are not eligible to donate leave.
2. Donors are required to donate increments in full days.
3. Donations may **NOT** exceed a total of fifty percent (50%) of the donor's sick leave balance.
4. Current year sick leave allocation may not be used towards a donation or counted in sick leave balance.

Donor Information:

Name:_____ Employee ID#:_____

Date of Hire:_____ Are you on Probation: YES ☐ NO ☐

How many days are you donating:_____ Day(s)

Donor's Work Phone Number:_____ Cell Phone Number:_____

Donor's Work Email Address:_____

Donor's Home Email Address:_____

Donor's Signature (REQUIRED)_____

By signing this form, the employee acknowledges that participation in the Catastrophic Leave Program is voluntary. Donations to the bank are irrevocable, and hereby holds the San Bernardino County Superintendent Of Schools and CSEA Chapter 633 harmless of sick leaves lost in this way.

Please return the completed form to CSEA Chapter 633 Leadership for submission.

California School Employees Association Chapter 633

CLASSIFIED BARGAINING UNIT CATASTROPHIC LEAVE REQUEST FORM

The CSEA chapter 633 Collective Bargaining Agreement (CBA) allows for the voluntary and confidential donation of "Catastrophic Leave" from SBCSS employees to their colleagues for long-term illness, injury or impairment in Article 9.6 *Catastrophic Leave*.

Employees participating in the Catastrophic Leave program must adhere to the following:

1. Recipients **MUST** have permanent status with SBCSS; Probationary employees are not eligible to donate leave.
2. Recipients must have exhausted all available paid leave.
3. Recipients must have donated two (2) days minimum to the Leave Program.

Recipient Information:

Name:_____ Employee ID#:_____

Date of Hire:_____ Are you on Probation: YES ☐ NO ☐

How many days are you requesting:_____ Day(s)

Recipient's Work Phone Number:_____ Cell Phone Number:_____

Recipient's Work Email Address:_____

Recipient's Home Email Address:_____

Recipient's Signature (REQUIRED)_____

By signing this form, the employee acknowledges that participation in the Catastrophic Leave Program is voluntary. The Chapter will confirm with Human Resources and Payroll the validity of each claim.

Please return the completed form to CSEA Chapter 633 Leadership for submission.

Appendix I

San Bernardino County Superintendent of Schools

CSEA Chapter 633 Employees Reimbursement Claim Form

Name: _____ Work Location: _____

Article 5.2.4 of the San Bernardino County Superintendent of Schools CSEA Chapter 633 Collective Bargaining Agreement reads:

"*5.2.4 Professional Development. The Superintendent shall pay for or provide required, relevant, and beneficial trainings/certifications as determined by SBCSS with prior approval, excluding those certifications that are subject to a stipend. (See Appendix I)*"

Based on the above, I am requesting reimbursement of the following:

DOCUMENT TYPE	**DESCRIPTION**	**AMOUNT**

Employee's Address:

_____

_____

_____ _____

Employee's Signature Date

_____ _____

Principal/Supervisor's Signature Date

_____ _____

Area Director's Approval Date