San Bernardino County Teachers Association

Collective Bargaining Agreement

2026-2029

San Bernardino County Teachers Association

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AGREEMENT

This is an Agreement made and entered into pursuant to Chapter 10.7, Sections 3540- 3549 of the Government Code between the San Bernardino County Superintendent of Schools (herein referred to as "SBCSS") and the San Bernardino County Teachers' Association, an affiliate of the California Teachers' Association, and the National Education Association (hereinafter referred to as "Association"). This Agreement shall remain in full force and effective from July 1, 2023, up to and including June 30, 2026. Although we will continue an open and ongoing negotiation process, both parties agree to notify each other no later than February to begin negotiations on a successor agreement.

Article 1: RECOGNITION

The County confirms its recognition of the Association as the exclusive representative from that unit of employees recognized by the County per its Resolution dated May 10, 1976 and subsequent amendments:

- Alternative Education Teachers in both Juvenile Court and Community Schools.
- Independent Study Teachers.
- Itinerant Teachers/Specialists.
    - Adapted Physical Education.
    - Deaf and Hard of Hearing.
    - Orientation and Mobility.
    - Speech and Language Pathologists.
    - Visually Impaired.
- Librarians.
- Nurses.
- Special Education Teachers for students aged birth to 22 years.
- State Preschool Teachers.

Excludes all management, confidential, substitute, hourly, temporary and independently contracted employees.

Article 2: COUNTY RIGHTS

2.1 Subject to paragraph 2.2 herein below, it is understood and agreed that the SBCSS 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 are the 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; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of SBCSS operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the SBCSS retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees for just cause as set forth in the California Education Code.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the SBCSS; 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 the Education Employment Regulations Act upon specific request of the Association.

2.3 The SBCSS retains its right to temporarily suspend any provisions referred to in this Agreement that are affected by a Federal/State/Local safety emergency for the duration of the emergency. In such instances of an emergency, the SBCSS will give the Association notice of the emergency and will consult with the Association as soon as possible on the temporary changes in the Agreement that are attendant to the emergency and to the termination of said emergency.

Article 3: GRIEVANCE PROCEDURE

3.1 Definitions

A “grievance” is a formal written allegation by one or more unit members or the Association alleging a violation of the Collective Bargaining Agreement.

A “day” is a day in which the grievant is scheduled to work.

The “immediate principal/supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the SBCSS to resolve grievances.

3.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor or designee most knowledgeable as determined by Student Services within thirty (30) working days of the time the grievant knew, or should have knowledge, of the occurrence of the act or omission giving rise to the grievance.

An email will be generated within ten (10) working days by the immediate supervisor or designee to document the outcome of the informal conference to the grievant. If the grievance was not resolved at the informal conference, the grievance will proceed to the Formal Level.

3.3 Formal Level

3.3.1 Level I, Immediate Supervisor or designee

The grievant must present such grievance in writing on the appropriate form (attached in Appendix D), provided by the Association, to the immediate supervisor or designee within thirty (30) working days of the exhaustion of the informal level.

The immediate supervisor or designee most knowledgeable shall meet with the grievant and/or designated Association representative; the grievant shall be available upon request. The supervisor or designee shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor or designee does not respond within the time limits, the grievant may appeal to the next level.

3.3.2 Level II, Area Director, Senior Manager or designee

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form (attached in Appendix D) to the Area Director, Senior Manager or designee within ten (10) business days of the receipt of the grievance decision from Level I.

The Area Director, Senior Manager or designee may meet with the grievant and/or designated Association representative. The Area Director, Senior Manager or designee shall communicate a decision in writing within ten (10) working days after receiving the appeal. Either the grievant or the management representative may request a personal conference within the above time limits. If the management representative does not respond within the time limits, the grievant may appeal to the

next level.

3.3.3 Level III, Assistant Superintendent, Student Services or designee

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form (attached in Appendix D) to the Assistant Superintendent, Student Services or designee within ten (10) working days of the receipt of the grievance decision from Level II.

The Assistant Superintendent, Student Services or designee may meet with the grievant and/or designated Association representative. The Assistant Superintendent, Student Services or designee shall communicate a decision in writing within ten (10) working days after receiving the appeal. Either the grievant or the management representative may request a personal conference within the above time limits. If the management representative does not respond within the time limits, the grievant may appeal to the next level.

3.3.4 Level IV, Mediation

In the event the grievance is not resolved in Level III, a written notice of appeal to Level IV shall be provided to the SBCSS by the Association within ten (10) working days following the disposition of the grievance in Level III. Upon SBCTA filing a Level IV grievance, the matter shall be submitted for mediation. This individual shall be selected and mutually agreed upon from the California State Mediation and Conciliation Service (CSMCS). The role of the mediator is to enhance communication and provide alternative means of resolving the grievance. The recommendation of the mediator is non-binding on either party.

3.3.4.1 The fees and expenses of the mediation process shall be equally shared by the SBCSS and the Association. All other expenses, including fees for the witnesses or the costs of substitutes for witnesses, shall be paid by the party requesting them, except as provided elsewhere in this Article.

3.3.5 Level V, County Superintendent

If not satisfied with the outcome at Level IV, the Association may appeal to Level V on the appropriate form to the County Superintendent within ten (10) working days from the date of the mediator's decision in Level IV.

3.3.5.1 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 Levels I, II, III, and IV, a clear, concise statement of the reasons for the appeal and

names of witnesses and all documents admitted at the mediation in Level IV.

3.3.5.2 The County Superintendent alone has the power to render a final and binding determination of the grievance. The recommendation of the mediator shall only be advisory and if, upon review of the written decision, the County Superintendent determines that they are unable to render a final determination on the record, the County Superintendent may reopen the record for the taking of additional evidence. Within fifteen (15) working days after receiving the Level V grievance, the County Superintendent's Office and the Association will mutually agree upon a date for a written determination. The Association or the County Superintendent may request a personal conference prior to the final written determination.

3.4 General Provisions

3.4.1 Failure to file a grievance, or to appeal from one level to another, within the time limitations specified herein shall constitute a waiver of the grievance, and the grievant and the Association shall be barred from pursuing the matter further under this Article. The time limits specified 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 written agreement.

3.4.2 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the SBCSS 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.

3.4.3 A unit member may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative of the Association. The grievant shall be entitled to a representative in alignment with Weingarten Rights. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Article 4: COMPENSATION AND BENEFITS

4.1 Unit members shall be paid on the certificated salary schedules according to attached Appendix A-1 and/or current Memorandum's of Understanding (MOUs) as mutually negotiated. Compensation shall be outlined in Appendix A-1, Appendix A-2, Appendix A-3

and any current MOUs as mutually negotiated.

4.2 Effective July 1, 2026, Unit members shall be provided health and welfare benefits according to attached Appendix B and/or current MOU's as mutually negotiated. In the event ratification does not occur prior to July 1, 2026, the increased maximum contribution shall not take effect until the first full month of the 2026–2027 fiscal year following ratification. SBCSS will contribute a maximum contribution up to $23,300 toward health benefits (medical, dental, vision, and life insurance benefits) for all unit members and a one-time, off-schedule, non-precedent setting payment of $800.00 for all unit members employed as of May 1, 2026.

4.3 Upon the supervisor's approval, unit members shall be paid for extra duty instructional and non-instructional assignments according to Appendix A-2 and/or current MOUs as mutually negotiated. See Common Practices for specific process/procedures.

4.4 Changes to a different work location may be necessary due to classroom moves or a change to work assignments. Moves will be scheduled to be minimally disruptive of student instruction time. Unit members shall have the option to be provided up to two (2) days of substitute coverage, so they can pack, move, and unpack materials and supplies related to their assignment for a permanent move, or have the option to move after contract hours or on the weekend, with the permission from the school site and direct supervisor, on student/unit member's needs and will be compensated in accordance with Appendix A-2. If a substitute is not available or the move is made after hours, then a unit member will be paid in accordance with Appendix A-2. If additional time is needed, prior approval by the Area Director/Senior Manager is required in accordance with Appendix A-2. If a unit member is not available or declines the additional hours, and/or a substitute is not available to cover for the unit member for moving, packing and unpacking another unit member shall be offered additional pay in accordance with Appendix A-2.

Article 5: SPEECH LANGUAGE PATHOLOGISTS

5.1 Salary Compensation

Speech Language Pathologists (SLPs) will be compensated in accordance with the following salary schedule:193-days/7.25 hours Speech Language Pathologist schedule. Speech and Language Pathologists shall be 193-days with no more than 190 days of student contact.

SLPs who hold a current California License issued by the Speech Language Pathology and Audiology and Hearing Aid Dispensers Board **OR** a valid and current Clear Speech-

Language Pathology Services Credential **OR** a valid and current Professional Clear, Life Clinical or Rehabilitative Services Credential in Language, Speech, and Hearing issued by the Commission on Teacher Credentialing are considered fully credentialed and/or licensed. A fully credentialed and/or licensed SLP will start on Step 1 unless prior years of service as a fully credentialed and/or licensed SLP are verified. Should a currently employed SLP holding a valid and current Clear Speech-Language Pathology Services Credential choose to pursue a license requiring supervision, it will be the unit member's responsibility to cover the respective costs of supervision.

Effective July 1, 2020, the Speech Language Pathologist salary schedule was adjusted to reflect a condensed schedule comprising of twelve (12) steps; longevity remained intact. Unit members shall submit a payroll calendar for approval. The Speech Language Pathologist may provide supervision to Speech Language Pathology Assistants (SLPAS).

5.2 Hiring Incentive and Retention

The Superintendent shall provide a one-time hiring incentive upon initial employment in the amount of $2,000 payable no later than ninety (90) calendar days following the first day in paid status. To qualify for the full incentive, the SLP must possess a current California License issued by the Speech Language Pathology and Audiology and Hearing Aid Dispensers Board **OR** a valid and current Clear Speech-Language Pathology Services Credential **OR** a valid and current Professional Clear, Life Clinical or Rehabilitative Services Credential in Language, Speech, and Hearing issued by the Commission on Teacher Credentialing.

Unit members hired to serve as an SLP, authorized by a Variable Term Waiver issued by the California Commission on Teacher Credentialing, shall be placed appropriately on the Speech Language Pathology 193-days/7.25-hour schedule. Waivered employees, enrolled in a university master's degree program, are not entitled to the above hiring incentive but are eligible to participate in the Tuition Reimbursement Program.

SLPs receiving a hiring incentive shall sign a Memorandum of Understanding (MOU) agreeing to work for the County for the equivalent of at least one (1) year of full-time employment. Failure to complete one (1) year of full-time employment with the County shall result in repayment by the unit member.

5.3 SLP Reimbursement

5.3.1 SLPs may submit a request for in-service leave to attend trainings during the workday where they have the option of earning continuing education units (CEU). Approval to

attend will be based upon the applicability towards program needs. The SBCSS will be responsible for all approved in-service leave costs and the unit member will be responsible for any additional costs for continuing education units.

5.3.2 SLP Employment Incentive – Tuition Reimbursement (From SBCSS Policy 4112.3) Certification in Speech & Language Pathology – Eligibility

Participants must meet the following minimum selection criteria:

- Be a current employee of SBCSS.
- Have a bachelor's degree in communicative disorders, speech-language pathology, audiology or related area.
- Be accepted into a master's degree program leading to certification as a speech-language pathologist eligible to work in California schools.

5.3.3 Tuition Reimbursement Schedule

Upon proof of enrollment and payment to an institution of higher education (aka University) by the participant, the SBCSS will reimburse participants in the program for units leading to completion of the master's degree and certification to work in California schools as an SLP, according to the following schedule:

- Semester Units 1-20 – 70% of tuition costs reimbursed by the SBCSS, not to exceed $10,500 per participant.
- Semester Units 21-40 – 85% of tuition costs reimbursed by the SBCSS, not to exceed $12,750 per participant.
- Semester Units 41 and up to program completion – 100% of tuition costs reimbursed by the SBCSS, not to exceed $15,000 per participant.

Tuition Reimbursement for courses leading to the completion of the master's degree and certification to work in California schools as an SLP are on a one-time basis. If a participant enrolls in a course, is reimbursed by the SBCSS and then needs to repeat the same course (e.g. fails to meet the minimum grade requirement of the university), the participant must pay for any tuition costs to repeat the course.

Employees shall submit a reimbursement request to Human Resources within sixty (60) days of the completed units being posted on the university/school website.

5.3.4 Participant Responsibilities

- As a condition of tuition reimbursement, program participants will sign a Memorandum of Understanding (MOU) agreeing to work for the SBCSS for the

equivalent of five (5) years of full-time employment after completion of the certification program.

- Failure to complete five (5) years of full-time employment with the SBCSS will result in repayment of all tuition reimbursement costs to the SBCSS.
- Should the SBCSS release the participant from their contract (non-re- election, etc.) prior to the end of the five (5) year period, the participant is not responsible for repayment of tuition costs.
- Participant shall not be eligible for reimbursement of all non-tuition related expenses for the University program, such as books and student fees.
- Participants shall submit proof of course completion at the end of each semester/quarter (such as a grade report) to Human Resources.

5.3.5 County Participation Guidelines

The SBCSS retains the right to maintain a selection process (such as interviews, etc.) from the pool of eligible candidates to select program participants.

- The SBCSS may assist candidates who hold an appropriate B.A. degree to apply for a waiver to work for the SBCSS as a Speech Language Pathologist while the participant is enrolled in/working towards completion of the University program.
- The SBCSS maintains the right to cancel participation in the program upon advance notice to the participant. Notice shall be reasonable and timely, such as before the participant pays for fees or tuition for the following semester.
- Upon employment with the SBCSS, the SBCSS will provide participants with supervision appropriate to lead towards qualification of the clinical fellowship year.

5.3.6 SLP Compensation for Supervision of Clinical Fellowship Year (CFY) Students

The Superintendent shall provide additional compensation in accordance with Appendix A-2 when an SLP has a pre-authorization from their Principal to provide up to twelve (12) hours per trimester for a total of thirty-six (36) hours of supervision per twelve (12) month period to an SLP who is completing his/her Clinical Fellowship Year (CFY).

5.3.7 SLP Compensation for Supervision of Waiver SLP Employees

The SBCSS shall provide a stipend to an SLP providing supervision to a waiver SLP employee in accordance with Appendix A-2.

5.4 SLP Waiver Support Provider

An SLP employee working under a speech language pathology waiver credential shall be supervised by a permanent Speech Language Pathologist.

5.4.1 SLP Waiver Support Provider shall:

- Possess a clear California SLP or clinical rehabilitative credential.
- The Have successfully worked as an SLP for the SBCSS for two (2) full-time years.
- Demonstrate exemplary ability as indicated on the most recent evaluation.
- Demonstrate strong written and oral communications skills.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter and mastery of a range of therapy strategies including behavior management, therapy and assessment techniques.

5.5 Participating Waiver SLPs

The Participating Waiver SLP is an SLP who receives assistance and coaching to improve therapy and assessment skills, behavior management, knowledge of subject matter and other aspects of the ability to work as an SLP within the SBCSS's educational programs. It is understood that the purpose of such participation is to receive peer assistance. The evaluation of the Waiver SLP is the responsibility of the designated evaluator.

5.6 Program Operations

5.6.1 Length of Term for SLP Waiver Support Providers

The SLP Waiver Support Provider will serve a term of one (1) year (July 1st - June 30th) with a renewal of a second year upon mutual agreement. If the appointment begins or ends, or terminates mid-year, the stipend will be pro-rated according to the 10-pay cycle.

5.6.2 Compensation

The SLP Waiver Support Provider shall be compensated in accordance with Appendix A-2. In the event that a unit member is on an extended leave of absence, the stipend shall be suspended for the duration of the leave.

5.6.3 Duty to Indemnity

The SBCSS shall hold harmless the SLP Support Provider for any liability arising out of the SLP Support Provider's participation in this program, so long as the SLP

Support Provider is acting within the course and scope of employment and in compliance with the SBCSS policies and applicable law.

Article 6: HOURS

6.1 Unit members employed in special education settings including teachers or school nurses, shall be at the assigned work location and responsible for assigned duties for seven and one-quarter (7.25) hours per day, inclusive of lunch. This shall apply to Independent Study/Community School Teachers: Education Specialists with a Mild Moderate and Multiple Subject/Single Subject Credential.

Juvenile Court School teachers shall be at the assigned work location and responsible for duties for seven (7.0) hours per day, inclusive of lunch.

Unit members employed in State Preschool Programs shall be at the assigned work location and responsible for duties for eight (8) hours per day, inclusive of lunch.

6.2 Unit members shall be responsible for professional duties and responsibilities which include, but are not limited to:

- Parent conferences.
- Faculty meetings.
- Back to School/Open House.
- Individual Education Program (IEP) team meetings.
- Student supervision.
- Graduation/Certification of Completion held within the calendar year.

Unit members shall receive additional compensation for Instructional and Non-Instructional extra duties and responsibilities as defined in Appendix A-2.

6.3 The County will ensure a minimum of a thirty (30) minute duty-free lunch as provided by law.

6.4 Effective July 1, 2026, the number of scheduled workdays for unit members employed in: (a) Special Education, Community Schools, Independent Study Teachers, and School Nurses shall be 183 days with no more than 180 days of student contact (b) Juvenile Court Schools Teachers shall be 220 days with no more than 217 days of student contact, (c) State Preschool Teachers shall be 183 days with no more than 180 days of student contact, and (d) Speech Language Pathologists shall be 193 days with no more than 190 days of student contact.

6.5 The SBCSS has primary responsibility in developing the instructional calendar. The SBCSS recognizes the Association's right to meet, prior to the end of the school year, and negotiate on the distribution of workdays.

6.6 Unit members shall have a minimum of thirty (30) minutes of preparation time each day. In the event of lost preparation time, and with the approval of the Area Director, unit members shall be compensated at their per diem rate. It is agreed that the unit member's student contact time may vary from year to year; however, the SBCSS is required to provide preparation time as noted above.

6.7 When feasible, the SBCSS shall schedule IEP meetings during the unit member's workday as defined in Articles 6.1 and 6.2 of the contract. When the unit member is required to attend an IEP meeting during student contact time, the SBCSS, shall request coverage in collaboration with the unit member. Anticipated dates for IEP meetings shall be established by the SBCSS no more than two (2) weeks after the start of the current school year for students currently enrolled. The SBCSS agrees to notify the teacher, and other involved unit members, in writing, of the rescheduling of any IEP meeting from the established target date at least forty-eight (48) hours in advance of the rescheduled meeting, except when compliance timelines must be met.

Article 7: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

7.1 Definitions

"Program" shall refer to the classification, age, and qualifying disability of students, and credentialing requirements.

"Transfer" shall refer to any change in the program of a unit member. For itinerant teachers, transfer shall refer to any change in the program or region of a unit member.

"Assignment" shall refer to the school, program, hours, percentage of time, and beginning date of service for the school year.

"Voluntary Transfer" shall refer to a change in the program of a unit member upon direction of the unit member. Candidate selection for voluntary transfers shall be based on the considerations listed in Section 7.5, Transfer Considerations.

"Involuntary Transfer" shall refer to a change in the program of a unit member upon request by the SBCSS. Involuntary transfers shall be made based upon the considerations listed in Section 7.5, Transfer Considerations.

"Vacancy" shall refer to a position that is open due to resignation, transfer, or a newly created position.

7.2 The SBCSS shall make preliminary assignments no later than two (2) weeks prior to the ensuing school year or earlier if feasible. Such assignments shall consist of the school, program, hours, percentage of time, and beginning date of service for the school year. Nothing in the preliminary assignment shall be construed as limiting the right of the SBCSS from making any changes in assignments or programs at any time during the school year.

7.3 Voluntary Transfers

The SBCSS will give notice indicating the vacant position and a link to the EDJOIN web site where the position will be posted. As vacancies occur, Human Resources will post the position on EDJOIN for five (5) working days to give permanent (Not Probationary) unit members the opportunity to show interest. Unit members shall submit to Human Resources via the EDJOIN web site a completed application for each position indicating his/her interest in transferring. Permanent unit members who have indicated an interest in the vacant position will be given consideration for transfer if the following criteria are met:

- Have completed two (2) satisfactory years of service, defined as not having been on a mandated professional improvement plan at any time during those two (2) years.
- Have received an "exceed" or "met" rating on their final evaluation and be in permanent status.
- The SBCSS and the Association will meet and confer if the above guidelines impact program needs and mutually agreed upon steps will be taken.

In the event that no unit members have indicated an interest, or none are selected following the consideration process, the position will be filled by involuntary transfer during the school year, assignment during preliminary staffing, or recruitment from outside candidates.

In the event that any vacancy attracts a significant number of transfer requests, then Human Resources may establish a "paper screening" process to narrow the transfer candidates to a reasonable number. This process will not apply to openings or vacancies that arise as part of preliminary assignments made between June 1 and September 15 as described in 7.2. If the opening and assignment would result in a change of pay, this position should be flown.

When a unit member is selected for a new position, the voluntary transfer of the unit member shall occur within forty-five (45) calendar days following the recommendation for the

position. The Area Directors may agree to a start date earlier than forty-five (45) calendar days by mutual agreement. In the event there is no mutual agreement, the Assistant Superintendent, Student Services shall set the effective date to start the new position.

7.4 Involuntary Transfers

7.4.1 Involuntary Transfers may be initiated by the SBCSS at any time pursuant to Section 7.5 below.

7.4.2 A unit member affected by such involuntary transfer shall be given a minimum of five (5) working days written notice (waived upon mutual consent). A conference will be held between the supervisor or designee and the unit member to discuss the reasons for the involuntary transfer. When feasible, additional information will be shared during the conference if the reason for the involuntary transfer is due to operational, instructional, or organizational needs. The unit member may have an Association representative present if desired. Information protected under HIPAA or otherwise related to another unit member's medical, personal, or employment status shall not be disclosed.

7.4.3 Whenever possible, the SBCSS shall avoid transferring unit members more than twice per year from one school site to another. Should a unit member be transferred from one school site to another more than twice a year, consideration shall be given to such unit member when applying for a vacancy within that year under Section 6.5 herein above. Transfers made under this section shall not be punitive.

7.4.4 If a non-probationary unit member (in good standing with the SBCSS) is involuntarily transferred the impacted unit member shall be given a one-time first right of refusal to return to the prior region or within 30 miles of the previous work assignment when a position is established or vacant. If there is more than one impacted unit member, the SBCSS will consider credential authorization and seniority date.

7.4.5 Juvenile Court Schools (JCS)- If a unit member (in good standing with the SBCSS and San Bernardino County Probation) is involuntarily transferred or laid off, out of the JCS, the impacted employee shall be given the first right of refusal to return when a position is established or vacant. San Bernardino County Probation has authority to exclude employees.

7.5 Transfer Considerations

In selecting unit members for transfer, the SBCSS shall apply, but not be limited to, the following considerations: credentials, level and degree of training and experience, special

interests and strengths, length of service in the SBCSS, geography of the County, and program needs. The application of these considerations and the final selection shall be within the discretion of the SBCSS.

7.5.1 In the event that a region is required to reduce staff, the following criteria shall be used to determine the unit member selected for transfer:

1. The SBCSS shall solicit volunteers from all unit members in the affected region (via email for a 5-day period)
2. Credential authorization(s) of current assignment
3. Length of unit member's contract days and hours
4. Seniority date (first date of paid probationary service) of the unit members within the region

7.6 The SBCSS will meet with a unit member upon request to discuss rejection of a unit member's application for internal transfer.

7.7 Shared Teaching Assignments

7.7.1 The Shared Teaching Assignment Program is a plan whereby two (2) regular contract teachers share the full responsibilities and the contract of employment of one (1) identifiable full time equivalent (FTE) teaching position.

7.7.2 Interested teachers must seek another teacher who wishes to participate in a shared teaching assignment. Participants must be permanent teachers, with overall satisfactory evaluations willing to submit a request for assignment in a part-time teaching position in a shared teaching capacity except as provided below:

- Second year probationary teachers may be considered if their first year of performance has been satisfactory.
- Special circumstance situations will be considered on an individual basis by the Director, Human Resources, for recommendation to the Superintendent.

7.7.3 Potential participants shall submit a written proposal to their Principal showing the names of the participants, position affected, the proposed sharing schedule, the reason for the request and the benefit(s) that will result. Mutual agreement between the two teachers, the Principal, Area Director, and Human Resources is required before the plan can be implemented.

7.7.4 Shared assignment shall be written for a minimum of one (1) year. Return to a regular full-time position shall be contingent upon:

- The teacher requesting return to full time must have an overall satisfactory

evaluation.

- A vacant position must be available to receive the requesting teacher.
- A satisfactory replacement teacher is available to maintain the shared assignment with the remaining teacher.

7.7.5 Salary will be on a prorated share of the salary a teacher would earn had the teacher not elected to exercise the option of part-time employment. Contributions to the State Teachers' Retirement System (STRS) will be based upon the prorated salary actually earned by the participants.

- The teacher participating in a shared assignment will not receive credit for a full step on the salary schedule because the teacher has not worked the requisite time for such credit.
- The teacher participating in a shared assignment shall receive credit for one (1) year of experience on the salary schedule for each two (2) years of participation in such an assignment. If only one (1) year is served in a shared assignment, that partial year shall not be credited toward salary placement.

7.7.6 The teacher participating in a shared assignment will receive all contractual leaves on a prorated basis.

7.7.7 Each teacher participating in a shared assignment will receive district paid benefits at the same percentage as their contract. The teacher will be charged for the remaining percentage through payroll deduction.

7.7.8 The teacher participating in a shared assignment will be expected to participate in all professional responsibilities in accordance with Article 6.2.

7.7.9 If a teacher participating in a shared assignment is absent, the other party may substitute for them in a regular substitute status at the regular substitute rate. This will require that the teacher be signed up as a substitute in advance. It does not necessitate that either party agree to substitute at any other time; however, they may do so if their schedule permits.

7.7.10 A shared assignment situation can be terminated by the SBCSS upon showing that the termination is in the best interest of the SBCSS. The assignment sharing participants affected shall be given a statement of the reasons for the termination. Upon termination of the assignment sharing arrangement by the SBCSS, the participants affected shall revert to the employment status held prior to the assignment sharing.

7.7.11 If one of the participants in a shared assignment should resign, go on leave, or return to full-time employment, the position being shared shall be filled by the remaining participant if they so request.

7.7.12 At the completion of the shared assignment, a request to be reinstated as a full-time teacher will be handled as a voluntary transfer request.

7.7.13 Revision or termination of the Shared Teacher Assignment Program does not modify the status of employees who entered the program prior to the effective date of the modification or revision.

7.8 CalSTRS Reduced Workload Program

The Reduced Workload Program allows a unit member to receive full-time service credit while working part-time (at least 50%) for up to ten (10) years, normally the last ten (10) years before retirement. Should a unit member wish to participate in the Reduced Workload Program, the following shall apply:

7.8.1 Adhere to Section 7.7 above, with the following exceptions: full-time service credit will be earned by the participating unit member and the SBCSS will pay full-time contributions to California State Teachers' Retirement System (CalSTRS). These contributions will be paid on the full-time earnable salary rather than the actual part-time salary earned while participating in the program.

7.8.2 The unit member shall be 55 years old or older.

7.8.3 The unit member has to have been employed full-time for a minimum of (10) years performing creditable service.

7.8.4 The unit member has to have been employed full-time performing creditable service for (5) five consecutive years immediately before entering the program.

7.8.5 Each unit member participating in shared assignment will receive district paid benefits as a full-time employee, instead of the benefits being prorated while participating in the program.

7.8.6 The SBCSS reserves the right to deny such request of participation in the program.

Article 8: CLASS SIZE

8.1 SBCSS class sizes will not exceed the legally permissible maximums. The provisions of state law and regulations will apply in all appropriate cases.

8.2 In the event a unit member determines that the class size/caseload, student's needs is negatively impacting the educational process or classroom safety, the following will occur:

- Upon written notification by the affected unit member to their immediate supervisor, discussion will take place between the unit member, SBCTA representative (as requested), and supervisor within five (5) working days.
- Should no resolution occur as a result of the initial discussion between the unit member, SBCTA Representative, and their immediate supervisor, the unit member may refer the issue to a Regional Solutions Team (RST) in writing by submitting it to the Area Director. The members of the RST will be determined by the Area Director and the Association President, or designee, with a meeting date to be established within ten (10) working days and a resolution occurring within twenty (20) working days. By mutual agreement of the Area Director and Association President or designee, timelines may be extended.

Article 9: EVALUATION PROCEDURES

9.1 The SBCSS shall evaluate all bargaining unit members with fewer than (10) ten years of experience with the SBCSS at least once every two (2) years. Bargaining unit members who have attained permanent status; have received a positive evaluation rating that meets or exceeds standards and have at least (10) ten years of experience with the SBCSS may be evaluated, upon mutual consent of the evaluator and the bargaining unit member, at least one time every (5) five years, as defined in California Education Code 44664.

9.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by the SBCSS.

9.3 Those unit members who are scheduled to be evaluated shall be so notified by Human Resources no later than September 15, except for newly hired teachers and teachers who are on leave, who will be notified that they will be evaluated at the time of hire or return from leave. Such notice shall contain a brief explanation of the evaluation process. The evaluation process shall not discriminate against unit members' protected rights.

9.4 One preliminary review conference will be held prior to the last teaching day of November at which the evaluator and the unit member will discuss mid-year progress.

9.5 The final evaluation conference will be held no later than April 15 of the school year, unless the unit member is ill or on leave, in which case the final evaluation conference will be held no later than the last day of instruction. At the final evaluation conference, the evaluator will discuss the evaluation with the unit member. The unit member and the evaluator must sign and date the final evaluation form before it is placed in their personnel file, signifying only that the unit member has read the document and received a copy.

9.6 The evaluation must be based in part on one direct observation of at least thirty (30) minutes or one (1) full teaching period, whichever is shorter. If the final evaluation report establishes performance that is less than satisfactory, such evaluation shall be preceded by at least two (2) direct observations as set forth above. If, during the course of the observation, unusual circumstances occur such as fire drills, accidents, or injury to a student, then the evaluator should reschedule the observation. Permanent teachers who receive an overall "unsatisfactory" evaluation shall be required to participate in the Teacher's Support Network (TSN), unless the TSN is discontinued. If a unit member receives an unsatisfactory evaluation, and the source(s) of the unsatisfactory performance is substantially remediated, then the unit member may request that such satisfactory remediation is duly recorded in the personnel file.

9.7 In the process of an evaluation, the evaluator may not refer to, use hearsay or documents which cannot be identified as to the source.

9.8 Except for procedural violations, nothing in this Article shall be construed to allow for any interpretation or application of an evaluation as being subject to the grievance procedure.

Article 10: LEAVE PROVISIONS

10.1 Sick Leave

For the purposes of personal/family illness or injury, full-time unit members**,** working 183 days, shall be entitled to ten (10) days leave with full pay for each contract year. Full-time unit members working 220 days shall be entitled to twelve (12) days leave with full pay for each contract year. For the purposes of this article, family should include child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent, and sibling. Unit members who work less or more than full-time shall be entitled to that portion of the ten (10) day leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position. Unit members who are employed in Extended School Year shall receive additional sick leave in one-half day units, prorated on the number of days worked, as compared with 183 regular days. Sick leave for extended year shall be deducted in accordance with the hours being paid per day. Extended School Year sick leave pay will be credited by November 1st following the Extended School Year service year.

10.1.1 After all accumulated sick leave as set forth in 10.1 above is exhausted, additional non-accumulated extended illness leave shall be available only for a period not to exceed one five (5) month period per accident or illness provided that the provisions of 10.1.3 below are met. The five (5) month period may extend from one school year to another. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. Per Education Code 44977, unit members shall receive a maximum of one (1) five-month of differential pay in a fiscal year. Differential pay shall only be used for the unit member's own accident or illness.

If a unit member has exhausted all accumulated sick leave, and the five (5) month extended illness leave and is not able to resume their duties nor is placed in another position, the probationary unit member shall be placed on a re-employment list for a period of 24 months; and the permanent unit member shall be placed on a re-employment list for a period of 39 months.

The re-employment period begins at the exhaustion of the five (5) month period. When the unit member is medically able to return to work with or without restrictions during those time periods, the unit member shall be returned to employment in a position for which they are credentialed and qualified. If a unit member returns to work with restrictions, the SBCSS will conduct a Good-Faith Interactive meeting to discuss the restrictions and determine if the restrictions can be accommodated.

10.1.2 If a unit member does not utilize the full amount of leave as authorized in 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

10.1.3 A unit member may be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work. If the illness or injury exceeds three (3) consecutive days, the unit member may be required to visit a certified medical specialist of the SBCSS's choice and submit an off-work order to Human Resources. The SBCSS will pay for the medical visit when the unit member is required to visit a SBCSS selected doctor. Failure to produce an off-work order shall be grounds for refusal to grant the leave. After receiving an off-work order, a unit member shall not return to work until they submit a medical doctor's authorization to return to work to Human Resources. No unit member may return to work under a

restricted back-to-work authorization unless the SBCSS can reasonably accommodate the unit member's illness or injury.

10.1.4 When there is a need to be absent the unit member must contact the substitute request system no later than 6:00 a.m. on the morning of the absence if a substitute is required, and no less than one hour prior to the start of the workday if no substitute is required, unless the unit member is unable to do so. If a unit member becomes ill during the school day, the unit member will notify Human Resources or their immediate supervisor to secure a substitute, if a substitute is required for the remainder of that day.

10.1.5 Unit members shall be allowed to report absences hourly during their first two (2) or last two (2) hours of their contracted day. Classes with a contract teacher absent for two (2) hours or less per day will be covered by SBCSS certificated staff without compensation. The State Preschool Program will follow the current guidelines in alignment with Community Care Licensing Regulations and shall be permitted to use leave during non-student contact time. The unit members shall be required to register their morning absences in the SBCSS substitute reporting system no later than 6:00 a.m. and indicate that no substitute is required. Whenever possible, the unit member will notify their supervisor of the leave no less than twenty-four (24) hours prior to the leave. The supervisor and the unit member will work collaboratively to obtain classroom coverage. Absences exceeding two (2) hours shall be reported as a half or full day absences at which point a substitute will be required. This leave option will be allowed up to five (5) times per school year, and state preschool teachers will be allowed up to ten (10) times per school year. Under no circumstances shall this leave be available for purposes of personal convenience or for the extension of a holiday, school breaks, recreational activities, or for matters which can be taken care of outside the contracted day.

10.2 Parent Conference Leave

Employees with school age children will be granted a reasonable time off with pay to attend a regularly scheduled parent conference. This leave may be taken up to four (4) hours per child per fiscal year. To the extent possible, unit members shall schedule parent conferences and other school activities before and after their regular work hours. The unit member shall notify their immediate supervisor when utilizing Parent Conference Leave.

10.3 Personal Necessity Leave

Leave which is credited under 10.1.1 (Sick Leave) of this Article may be used, at the unit 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.

10.3.1 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 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. Prior approval by the unit member's immediate supervisor or designee is necessary for items (d) and (e).

10.3.1.1 An immediate family member shall include spouse, registered domestic partner, mother, father, grandmother, grandfather, grandchild, brother, sister, son, daughter, or any current step or in-law relationships as defined above, and any wards of the court, foster children of the unit member or of the spouse/registered domestic partner of the unit member, or any relative living in the immediate household of the unit member, upon prior approval by the unit member's immediate supervisor or designee.

10.3.1.2 Under all circumstances, a unit member shall verify to the satisfaction of the SBCSS that the personal necessity leave was used only for purposes as set forth in 10.3.1 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

10.4 Personal Business Leave

Unit members may use up to, but not to exceed, four (4) of the seven (7) annual personal necessity days for personal business each contract year which does **not** require prior approval. Determination of what constitutes personal business for a given individual shall be the responsibility of the unit member. The unit member must report personal business leaves in the substitute request system. An excessive number of requests on a given day may be grounds for denial. 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 other organization; (b) employee organization activity; (c) engaging in other employment; (d) any illegal activity; or (e) for the purposes of extending a holiday; or vacation period; or recreational activities.

In extraordinary circumstances, a unit member may request additional personal business leave up to seven (7) days in total. Any request for personal business leave in excess of four (4) days in total for the contract year, shall be submitted by the unit member to the unit member's supervisor. A formal request shall include the reason additional time is requested and the amount of time requested. In no case may the request for personal business leave exceed seven (7) days in total for any contract year. The supervisor shall make a recommendation regarding approval of the request and forward the request to Human Resources. Human Resources shall consider the request, the recommendation of the supervisor, and the past history of granting additional personal business leave and make a recommendation to the Superintendent or designee regarding approval or disapproval of the request. The Superintendent or designee maintains sole discretion on granting of such requests and the decision of the Superintendent or designee shall be final.

10.5 Bereavement Leave

Unit members shall be entitled to five (5) days of bereavement leave due to the death of any member of their immediate family as outlined in Article 10.1. Three (3) days are without loss of salary with an additional two (2) days that can be used using other qualifying leaves. When traveling 300 miles or more is required, five (5) days of bereavement leave is allotted without loss of salary, and proof of travel/documentation shall be submitted with the bereavement leave request. 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 or designee may approve use of leave beyond the three (3) months of the qualifying death up to six (6) months after the qualifying death. Additional days may be added pursuant to Section 10.3.1 of the agreement.

10.5.1 For purposes of this provision, an immediate family member shall include spouse, registered domestic partner, mother, father, legal guardian, grandmother, grandfather, grandchild, brother, sister, son, daughter, or any current step or in-law relationships as defined above, or any relative living in the immediate household of the unit member.

10.6 Leave for Pregnancy Disability

Unit members are entitled to use sick leave as set forth in 10.1.1 and 10.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the set terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, parenting, or preparation for childbirth, 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 SBCSS may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the SBCSS.

10.6.1 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 10.1.1 and 10.1.2 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.

10.7 Leave Without Pay for Childbirth Preparation and Parenting

Leave without pay or other benefits may be granted to a unit member for preparation for childbirth, parenting, or adoption.

10.7.1 The unit member shall request such leave as soon as practical, but no less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.7.2 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 Superintendent or designee when considering the scheduling and replacement problems of the SBCSS.

10.7.3 The duration of such leave shall consist of no more than one (1) full semester after the birth of the child. An additional twelve (12) months may be granted upon request.

10.7.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbirth preparation leave or leave for parenting.

10.7.5 There shall not be a diminution of employment status for childbirth or parenting except that no person shall be entitled to compensation, increment, or the accrual of seniority from layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

10.8 Industrial Accident Leave

10.8.1 Unit members will be entitled to industrial accident leave according to the provisions of Education Code Section 44984 on personal injury, which has qualified for Workers' Compensation under the provisions of the State laws.

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

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

10.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the SBCSS any wage loss benefit check from the current school insurance provider which would make the total compensation from both sources exceed 100 percent 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 SBCSS any wage loss disability, indemnity check received on account of the industrial accident, or illness as provided above, the SBCSS shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

10.9 Jury Duty Leave

Unit members will be provided with leave for regularly called jury duty. Payroll will track the number of jury service days through the substitute log. Unit members are to submit their proof of jury service to the Payroll Department. The unit member's number of affected service days will be reported to the State Teachers' Retirement System (STRS) for credit. Unit members who are informed of their non-selection for jury duty prior to 10:00 a.m. shall return to their respective assignment for the remainder of the workday.

10.10 Judicial Leave

Unit member will be provided with 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, unless so ordered by the court. Unit member shall notify their immediate supervisor prior to the beginning date of the leave as a witness.

10.11 In-Service Leave

The SBCSS will hire substitute teachers and a reasonable amount of release time will be provided unit members based upon a pool of days not to exceed a number equal to the total number of unit members in each region or department for the purpose of in-service training, workshop attendance and visitation. Such in-service training, workshop attendance and visitation must receive prior approval from the immediate supervisor and appropriate administrative person. Additional days may be granted at the discretion of Human Resources. Application for such leave shall be made to the unit member's immediate supervisor.

10.12 Legislative Leave

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

10.13 Other Leaves Without Pay

10.13.1 Upon approval by the Superintendent or designee, leave without compensation, increment, seniority or permanent status credit, may be granted for a period up to one (1) school year for the following purposes such as, 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.

10.13.2 The applications for granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify Human Resources by March 15 of the school year as to the intent to return to employment in the SBCSS. Failure to notify will be considered an abandonment of position.

10.14 Military Leave

Unit members will be provided military leave in accordance with applicable law.

10.15 Return from Leave

The unit member on leave for disability shall be entitled to return to the position held at the time the leave commenced. However, if the exact position no longer exists, the unit member shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.16 Family Medical Leave Act (FMLA)

Unit members may be eligible for unpaid leave under FMLA in accordance with applicable law.

10.17 Catastrophic Leave Program

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

10.17.1 Donations

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

- Unit members electing to donate to the program must submit a completed Catastrophic Leave Program Donation Form that holds the SBCSS and the Association harmless and authorizes the SBCSS to donate accumulated sick leave in not less than full day increments. Once approved, payroll will make the appropriate leave adjustments.
- Donations of eligible leave credits are irrevocable once deducted from donors' sick leave accounts.
- On an as needed basis, the Association 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.
- All donors shall sign voluntary sick leave donation release forms.
- Unit members may donate earned sick leave from prior year(s) sick leave accrual, in increments of one day (7, 7.25 or 8 hours), not to exceed a total of ten (10) days per fiscal year of the donor's sick leave balance.

10.17.2 Requests for Catastrophic Leave

Employees requiring the need to use the Catastrophic Leave Program must meet all of the following criteria:

- Have permanent status with the SBCSS.
- Have a documented illness or injury that is expected to incapacitate the employee for an extended period of time.
- Have exhausted all available sick leave not including differential leave.

Unit members in need of Catastrophic Leave must submit a "Request for Catastrophic Leave" Form to the Association (SBCTA) Leadership. An Association committee will

determine how much, if any, leave will be donated to the applicant and the Association will notify the applicant and Payroll Department.

Hold Harmless

Participating unit members shall hold the SBCSS and the Association harmless in relation to any items related to this article. The unit member agrees that it will not file any claim or lawsuit of any kind related to any request, denial, or use of any leave from the Catastrophic Leave Program. Nothing in these provisions should be construed as a guarantee of any set amount of donation of days to any unit member.

10.18 The SBCSS 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.

10.19 Leave for Victims of Violence (AB 406)

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.

Article 11: ASSOCIATION RIGHTS

11.1 All Association business, discussions and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 6. Members may request Association release time during the workday. Members shall follow all normal and customary procedures for securing a substitute. In addition, the member utilizing release time shall inform their principal in advance of said release time. The total release time shall not exceed ten (10) days aggregate for all members under this provision. The Association shall have the right to use district buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

11.2 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 SBCSS upon request. The Association will not post or distribute information which is illegal.

11.3 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.

11.4 Association Membership

11.4.1 The Association certifies that it has and will maintain individual employee authorizations regarding union membership. The Association shall provide written notification to the SBCSS 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 SBCSS of a revocation of the authorization in writing. Pursuant to such written notification, the SBCSS 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 SBCSS 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 SBCSS payroll department.

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

11.4.3 The Association shall indemnify, defend, and hold harmless the SBCSS, including the Superintendent, employees, agents, and representatives of the SBCSS 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.

11.4.4 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 SBCSS does not comply with its obligations to the Association under this Article.

11.5 Upon request of the unit member on the appropriate SBCSS form, the SBCSS 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 SBCSS.

11.6 Bargaining Unit Member Information

11.6.1 The following new bargaining unit member information shall be delivered to the Association president, to the extent this information has been provided to the SBCSS 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 SBCSS shall deliver to the Association the above information, to the extent this information has been provided to the SBCSS and an employee has not opted out of sharing certain information pursuant to Government Code section 6254.3(c), for all bargaining unit members.

11.7 New Employee Orientation

11.7.1 An Association representative shall be permitted to discuss the terms of this agreement and additional Association business during staff meetings and trainings. The amount of time will be determined by mutual agreement.

11.7.2 New employee orientation means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

11.7.3 The SBCSS shall provide the Association access to its new employee orientations. The Association shall receive no less than ten (10) days of notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the SBCSS's operations that was not reasonably foreseeable.

11.8 The Association president shall receive the equivalent of ninety (90) days of release time for legitimate Association activities. Upon mutual agreement with the Superintendent or designee, additional days may be utilized. Leave for Association business must be taken in half or full-day increments with documentation provided to the SBCSS in a timely manner. The Association president may delegate days to an officer of the Association by notifying the SBCSS of this assignment.

Article 12: SAFETY CONDITIONS

12.1 SBCSS will provide facilities that are safe and secure. Unit members shall report any unsafe facility concerns to their immediate supervisor. In accordance with Superintendent's Policy 3515.1, CalOSHA regulations, and the Williams Facilities Inspection Tool (F.I.T.), the SBCSS shall take prompt and appropriate action to prevent and address unsafe conditions of school facilities.

12.2 Upon request from the unit member, the SBCSS will investigate reports of students who suffer from a potential illness that could be contagious or an infectious disease. If, upon investigation by a medical authority, the student is found to suffer from a potential illness that could be contagious that would constitute a threat to the safety of a unit member, the SBCSS will take action as soon as possible to remedy the problem in coordination with parents, credentialed school nurses, school administration, and classroom staff.

12.2.1 The SBCSS will provide the necessary Personal Protective Equipment (PPE), when an actual or potential health threat occurs. The SBCSS will provide other protective equipment, as appropriate for work assignments: gloves, masks, waterproof gowns, face shields. Upon request, protective gowns will be provided to staff assisting with student diapering.

12.3 The SBCSS will reimburse unit members up to $700 for the repair cost or replacement of glasses, contact lenses, dentures, and hearing aids that are damaged on the job caused by a student and not covered by insurance. Reimbursement up to $200 per item will be made for personal clothing damaged on the job and during the course of employment. Also included is insurance deductible up to $500 for vandalism to personal automobiles parked in designated areas when available during a unit member's working hours or while in use during the course of their employment. In the event that the loss exceeds the cost of items listed above, the unit member may make a claim for compensation using the Employee Loss Report Form. The Employee Loss Report Form is available through the Risk Management

Services. Payments will be made according to procedures established by the Business Office.

12.4 Whenever a unit member is attacked, assaulted, injured or physically threatened by any student, they shall immediately report the incident to their supervisor and when appropriate, to law enforcement authorities. An incident report needs to be submitted to their immediate supervisor who then submits to Risk Management Services and law enforcement as needed. The County Employee Workplace Injury Procedures should be followed by contacting Risk Management Services.

12.5 No unit member shall be required to engage in any activity relating to the movement of a classroom from one location to another while responsible for the supervision of students.

12.6 The SBCSS is committed to fully staffing classrooms to ensure safety for students by adjusting the working hours of staff to ensure the maximum amount of coverage possible in classrooms when students are present.

12.7 Unit members will be notified and given basic student information (emergency card, consent to treat, and IEP) no less than twenty-four (24) hours prior to the first day of attendance. SBCSS shall abide by Education Code regarding immediate enrollment of Foster, McKinney-Vento, Military, and Juvenile Justice-Involved Youth.

12.8 Unit members will wear or have an employee badge on their person daily and the badge must be made visible upon request.

12.9 Upon receipt of an official emergency notification from partner districts and/or law enforcement, the SBCSS shall provide prompt notification to itinerant unit members of any lockdown, shelter-in-place order, or emergency safety condition at assigned worksites through an established emergency communication system provided the unit member has registered to receive such notifications. Itinerant unit members shall not be required to report to or enter a worksite under an active lockdown. SBCSS shall abide by California Government Code Section 3100-3109 related to disaster service activities. Unit members shall suffer no loss of pay, benefits, or leave and shall be provided an alternate SBCSS work location when such conditions prevent normal assignment completion.

Article 13: SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law, such provisions will not be considered 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 during unit members work hours, the Association will not engage in a strike, work stoppage, slowdown, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the SBCSS 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 unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the SBCSS by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

Article 15: PROGRESSIVE DISCIPLINE

15.1 Progressive Discipline

The SBCSS affirms and shall apply the principle of progressive discipline. Except in cases involving serious infractions, discipline shall be corrective and shall normally proceed through the following steps:

- Verbal warning/Coaching
- Conference summary
- Written warning
- Written reprimand

The level of discipline imposed shall be guided by the principles of progressive discipline, beginning with verbal warning /coaching, 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 Supervisor. For less serious offenses, progressive discipline is intended as gradual corrective action to provide guidance, assistance and correction of inappropriate conduct. Serious violations may cause for steps to be skipped. A written Performance Improvement Plan (PIP) may be included as part of a written warning or a written reprimand. A written Performance Improvement Plan (PIP) may contain specific expectations, resources, and supports.

The SBCSS supports the right of the Association to represent unit members and will inform unit members as to this right.

15.2 Intermediate Sanctions

The SBCSS may suspend a unit member without pay for a total of five (5) workdays per school year for one (1) or more of the following causes occurring within the course of employment:

- Carelessness or negligence in performance of duty or use of SBCSS property that endangers the property or the health or safety of persons.
- Obscene or abusive conduct or language directed toward other employees, students or public.
- Theft or willful destruction of SBCSS property.
- Consuming intoxicants on the job site or working while intoxicated, except under doctor prescribed medication.
- Immoral conduct, including sex offenses as identified in Education Code 44010.
- Willful violation of SBCSS policy, rules and regulations, or administrative directives.
- Willfully falsifying any information provided to the SBCSS.

15.3 Employees' Rights

15.3.1 Notification

Except as provided in paragraph 15.3.2 below, prior written notice of Suspension Without Pay, shall be provided to the unit member and a copy shall be sent to the Association President and shall contain a statement of the nature of and reason for the disciplinary action, effective dates of imposition, right to review documentation upon which the charges are based (documentation shall utilize progressive discipline) and right of administrative appeal as set forth in paragraph 15.3.3 below.

15.3.2 Deferral of Suspension

Suspension Without Pay shall be deferred pending exhaustion of the administrative appeal as provided in paragraph 15.3.3 below, except in circumstances where the SBCSS believes that the unit member's conduct may constitute a hazard or clear possibility of a hazard to students, employees, and/or property or involve dishonesty or gross misconduct, in which case said discipline may be imposed immediately with written notice as required in paragraph 15.3.1 above to be provided the unit member within five (5) workdays after the suspension. Only under the most

severe circumstances as described herein will immediate suspension be administered by oral directive.

15.3.3 Right of Appeal

Any unit member suspended without pay shall be entitled to a hearing before the Superintendent or designee, provided the unit member files a written request (registered mail suggested) for hearing to the Superintendent within five (5) workdays of receipt of written notice of charges. Failure of the unit member to file a request for hearing within the time period prescribed shall constitute a waiver of such hearing. In such event, the Superintendent shall act upon the recommendation of the SBCSS in the notice.

15.3.4 Hearing

Upon receipt by the Superintendent's Office of a timely filed request for hearing, the Superintendent or designee shall schedule a hearing after five (5) calendar days or as soon as possible thereafter, from the receipt of the request for hearing. At such hearing, the unit member shall be given an opportunity to present testimony, documentation, examine witnesses in response to the charges and, upon request, the right of Association representation. The decision of the Superintendent or designee shall be issued within five (5) workdays or as soon as possible thereafter, and shall be final and shall not be subject to the grievance procedure contained in this Agreement.

15.3.5 After two (2) years of successful performance in any area of suspension per this Article, a letter shall be inserted in the personnel file of the unit member at their request regarding such satisfactory performance.

15.4 Effect of Section

15.4.1 Nothing herein shall preclude or affect the SBCSS's right to discharge a unit member as provided by law.

15.4.2 The SBCSS reserves the right to impose severe discipline at any time, or other forms of disciplinary action against a unit member that are covered by this article including, but not limited to, oral and written reprimands and suspension pursuant to the Education Code.

Article 16: TESTING FOR REASONABLE SUSPICION (Drugs and Alcohol)

16.1 The SBCSS provides a drug-free workplace for all its employees. The unlawful manufacture, distribution, possession and/or use of a controlled substance and/or alcohol are prohibited during working hours, at SBCSS activities, or on SBCSS property. This includes being unlawfully under the influence of a controlled substance and/or alcohol during working hours, at SBCSS activities or on SBCSS property. Violation of this policy may result in disciplinary action up to and including dismissal.

16.2 The SBCSS shall provide an Employee Assistance Program (EAP) available to unit members through their insurance carrier. Unit members who think they have an alcohol or drug usage problem are urged to voluntarily seek confidential counseling through the EAP.

16.3 Unit members shall not be under the influence of or in the possession of alcohol or drugs while on duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.

16.4 The unit member shall be afforded their Weingarten Rights and may notify the Association.

16.5 Any unit member reasonably believed to be using alcohol or drugs may be required to submit to physical or psychological examination and/or urine, blood, breath and/or other designated medical or chemical tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the SBCSS. It has been mutually agreed upon between the SBCSS and the Association that the unit member shall be tested at an approved SBCSS industrial occupational facility.

16.6 "Reasonable suspicion" means a belief based on specific, contemporaneous, and objectively observable facts that would lead a reasonable person to conclude that a unit member is presently impaired by drugs or alcohol while on duty.

Reasonable suspicion shall not be solely based on speculation, assumptions, stereotypes, rumor, anonymous reports, past behavior, or off-duty conduct**,** and must be supported by direct observations made during the workday.

Any determination of reasonable suspicion shall meet the following requirements:

- Observations must be made by at least one trained administrator, and whenever practicable, corroborated by a second trained administrator**.**
- Observations must be documented in writing (see appendix C) and include the date, time, location, and specific facts observed**.**
- The unit member shall be informed of the specific observable facts forming the basis for the reasonable suspicion determination.

Observable indicators outlined in Appendix C will be utilized to document and determine reasonable suspicion. Reasonable suspicion, when viewed in its totality, may include, but is not limited to:

- Inability to perform assigned duties safely and competently.
- Conduct that presents a potential safety risk.
- Observable difficulty walking or standing, or demonstrable impairment of coordination.
- Uncharacteristic and extreme behavior that significantly deviates from the unit member's normal conduct and cannot reasonably be explained by other factors.
- Observable impairment of judgment.
- Glassy, bloodshot eyes; a fixed or unfocused stare.
- An unusual and identifiable odor of alcohol or drugs on the breath or person.

The following shall not, standing alone, constitute reasonable suspicion:

- Absenteeism or tardiness.
- Arrest, citation, or conviction for a drug- or alcohol-related offense.
- Identification of a unit member as the subject of a criminal investigation.
- Medical conditions, disabilities, or the lawful use of prescribed medication.
- Stress, fatigue, or emotional responses related to work conditions.

16.7 Human Resources may direct a unit member to submit to a drug or alcohol test when there is a reasonable suspicion that the unit member either possessed or used controlled drugs or alcohol or was under the influence of drugs or alcohol on SBCSS property or during work hours.

16.8 A unit member's refusal to take a drug/alcohol test or to comply with testing procedures, including but not limited to refusal to cooperate, failure to appear, or failure to comply with laboratory collection protocols, may result in disciplinary action up to and including dismissal. A positive result from a drug and/or alcohol test may result in a disciplinary action up to and including dismissal.

16.9 At the discretion of the SBCSS, unit members may be given the opportunity to enter into a rehabilitation agreement prior to disciplinary action being taken. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random drug and/or alcohol testing for up to one (1) year after the completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action.

Article 17: TEACHER SUPPORT NETWORK (TSN)

17.1 TSN Support Provider, Intern Support Providers, and/or Induction Specialists shall be paid for extra duty non-instructional stipend assignments according to Appendix A-2 and/or current MOUs as mutually negotiated. Teacher Support Providers and Induction Specialists are limited to a maximum of three (3) participants per Appendix A-2, 1A. Teacher Support Providers, Intern Support Providers, and/or Induction Specialists shall have the option of supporting one (1) to three (3) participants.

17.2 Teacher Support Network

17.2.1 Joint Panel Composition and Selection

The TSN is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the San Bernardino County Superintendent of Schools (Superintendent) as follows: three (3) administrators selected by the SBCSS and four (4) teachers selected by the Association. Two alternates (one teacher and one administrator) will be selected to serve on the Joint Panel should they be needed for any purpose including, but not limited to, absence of a regular Joint Panel member or conflict of interest of a Joint Panel member. The alternates will be non-voting members unless they are serving in the capacity of a regular Joint Panel member. The chair alternates annually between a teacher and an administrator or is co-chaired by a teacher and an administrator. A panel year is defined as July 1-June 30. A panel member's term shall be three years.

17.2.2 Joint Panel Duties and Responsibilities

The Joint Panel shall:

- Administer the TSN.
- Determine its meeting schedule.
- Establish operating rules and procedures.
- Participate in any training required to implement the program.
- Use a consensus model for decision-making.
- Consider recommendations for non-mandatory participants to enter the TSN program.
- Receive progress updates from Induction Specialists and TSN Support Providers.
- Collaborate, as appropriate, with other teacher support programs.

- Oversee training of Induction Specialists and TSN Support Providers.
- Generally, meet within the panel's workday.
- Develop program budget subject to the Superintendent's or designee's approval.
- Evaluate Induction Specialists and TSN Support Providers. The Joint Panel will review all relevant documentation.
- Monitor the progress of Mandatory Teacher Participant including making the decision regarding the success of the intervention and so advising the Assistant Superintendent of Human Resources or designee.
- Evaluate Superintendent's TSN program on an annual basis to ensure program sustainability and fidelity to make necessary improvements.
- A Joint Panel member will recuse from participation in discussion and voting on any matter in which they have has a professional or personal conflict of interest.

17.2.3 Panel Recommendations and Decision-Making

The Joint Panel uses a consensus model for decision-making. Consensus is defined as all members agreeing to support the recommendation. To conduct an official meeting, at least 4 of the 7 members, including alternates, of the Joint Panel must be present. No action or recommendations regarding a Mandatory Participant shall be voted upon unless at least three Association panel members and two administrator panel members are present. The Joint Panel shall not act on the Consulting Teacher's reports before 10 working days following receipt of the report to allow a Participating Teacher to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, timelines may be extended.

The Joint Panel shall make recommendations to the Assistant Superintendent of Human Resources or designee in a final written report concerning Mandatory Teacher Participants, including the names of the Mandatory Teacher Participants who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Mandatory Teacher Participant's name to the Assistant Superintendent of Human Resources or designee, the Joint Panel shall review the assistance provided to the Mandatory Teacher Participant and shall determine whether or not the Mandatory Teacher Participant has been afforded substantial and comprehensive assistance.

17.3 Induction Specialists

An Induction Specialist shall be a permanent certificated teacher who provides assistance to Participating Teachers enrolled in Teacher Induction program. The Induction Specialist's caseload shall not exceed three (3).

17.3.1 Induction Specialists Selection

Induction Specialists shall:

- Possess a clear California teaching credential.
- Have successfully taught for the Superintendent for three (3) of the last five (5) years spending at least 60% of a full-time position providing instruction to students or at the discretion of the Joint Panel.
- Demonstrate exemplary teaching ability as indicated on the most recent teacher evaluation.
- Demonstrate talent in written and oral communications.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

Induction Specialists shall be selected as follows:

- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit application form and a letter of application addressing specific areas of expertise outlining past experience supporting the role of Induction Specialists.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Preferably, the Induction Specialist shall hold a valid credential in the equivalent subject matter as the participating teacher in the new teacher induction program.
- After being hired, Induction Specialists shall be assigned participants by a consensus vote of the Joint Panel.

In the event that during the school year a support provider with a specific credential is required and none of the support providers have that program experience, or additional support providers are needed, the position will be reposted to fill any

vacancies. The newly hired Induction Specialist will receive a prorated stipend reflective of the months served in accordance with Appendix A-2.

17.3.2 Duties and Responsibilities

The Induction Specialist shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The Induction Specialist shall:

- Contact the Participating Teacher to discuss the requirements of Induction.
- Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
- Meet for observations/discussions with each Participating Teacher as outlined in the induction requirements.
- Conduct model lessons, staff development, and seek appropriate resources as needed.
- Participate in meetings with other Induction Specialists and provide a monthly status report to the Joint Panel.
- Maintain a written log of contacts and specific support given to each Participating Teacher and turn said log in monthly to the Joint Panel.
- Document all observations, visitations, and meetings.
- Submit periodic written reports and discuss them with the Participating Teacher.
- Submit the final report to the Joint Panel.

The Induction Specialist shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Induction Specialist and to have those reasons considered.

17.4 TSN Support Providers

A TSN Support Provider shall be a permanent certificated teacher who provides assistance to Mandatory or Participating Teachers. A TSN Support Provider's caseload shall not exceed three (3), and not to exceed one (1) mandatory teacher.

17.4.1 TSN Support Provider Selection

A TSN Support Provider shall:

- Possess a clear California teaching credential.
- Have successfully taught for the Superintendent for three (3) of the last five

(5) years spending at least 60% of a full-time position providing instruction to students or at the discretion of the Joint Panel.

- Demonstrate exemplary teaching ability.
- Demonstrate talent in written and oral communications.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

A TSN Support Provider shall be selected as follows:

- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit application form and a letter of application addressing specific areas of expertise outlining past experience supporting the role of a TSN Support Provider.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Preferably, the TSN Support Provider shall hold a valid credential in the equivalent subject matter as the participating teacher in the new teacher induction program**.**
- After being hired, the TSN Support Provider shall be assigned participants by a consensus vote of the Joint Panel.

In the event that, during the school year a support provider with a specific credential is required and none of the support providers have that program experience, or additional support providers are needed, the position will be reposted to fill any vacancies. The newly hired TSN Support Provider will receive a prorated stipend reflective of the months served in accordance with Appendix A-2.

17.4.2 Duties and Responsibilities

The TSN Support Provider shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The TSN Support Provider shall:

- Contact the Participating Teacher to discuss the requirements and expectations of the TSN Program.

- Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
- Meet for observations/discussions with each Participating Teacher as outlined in the TSN requirements.
- Conduct model lessons, staff development, and seek appropriate resources as needed.
- Participate in meetings with other TSN Support Providers and provide a monthly status report to the Joint Panel.
- Maintain a written log of contacts and specific support given to each Participating Teacher and turn said log in monthly to the Joint Panel.
- Document all observations, visitations, and meetings.
- Submit periodic written reports and discuss them with the Participating Teacher.
- Assistance to non-mandatory participants may be discontinued upon Joint Panel recommendation if the participating teacher requests in writing that they do not want support.
- Submit a final report to the Joint Panel.

The TSN Support Provider shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another TSN Support Provider and to have those reasons considered.

17.4.3 Reports and Meetings with the Joint Panel

The TSN Support Provider shall submit a written report to the Joint Panel on the progress of the Mandatory Participating Teacher by the beginning of the second semester of school, or by January 31, whichever is later. The final report will be submitted to the Joint Panel at least 30 calendar days before the end of the Mandatory Participating Teacher's school year. The Participating Teacher may respond in writing to the TSN Support Provider's Report. All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

17.5 Intern Support Providers

Intern Support Providers shall be a permanent certificated teacher who provides assistance to Participating Teachers enrolled in an Intern Program at a University. The Intern Support Provider's caseload shall not exceed three (3).

17.5.1 Intern Support Provider Selection

An Intern Support Provider shall:

- Possess a clear California teaching credential.
- Have successfully taught for the Superintendent for three (3) of the last five (5) years spending at least 60% of a full-time position providing instruction to students or at the discretion of the Joint Panel.
- Demonstrate exemplary teaching ability.
- Demonstrate talent in written and oral communications.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

An Intern Support Provider shall be selected as follows:

- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit application form and a letter of application addressing specific areas of expertise outlining past experience supporting the role of an Intern Support Provider.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Preferably, the Intern Support Provider shall hold a valid credential in the equivalent subject matter as the participating teacher in the new teacher induction program**.**
- After being hired, the Intern Support Provider shall be assigned participants by a consensus vote of the Joint Panel.

In the event that, during the school year a support provider with a specific credential is required and none of the support providers have that program experience, or additional support providers are needed, the position will be reposted to fill any vacancies. The newly hired Intern Support Provider will receive a prorated stipend reflective of the months served in accordance with Appendix A-2.

17.5.2 Duties and Responsibilities

The Intern Support Provider shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The Intern Support Provider shall:

- Contact the Participating Teacher to discuss the requirements and expectations of the Intern Program.
- Provides support to teachers serving on intern credentials, ensuring alignment with university program requirements.
- Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
- Meet for observations/discussions with each Participating Teacher as outlined in the Intern requirements.
- Conduct model lessons, staff development, and seek appropriate resources as needed.
- Participate in meetings with other Intern Support Providers and provide a monthly status report to the Joint Panel.
- Maintain a written log of contacts and specific support given to each Participating Teacher and turn said log in monthly to the Joint Panel.
- Document all observations, visitations, and meetings, including required university documentation.
- Submit periodic written reports and discuss them with the Participating Teacher.

The Intern Support Provider shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Intern Support Provider and to have those reasons considered.

17.6 Participating Teachers

The Participating Teacher is a teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as related to the California Standards for the Teaching Profession. There are three (3) categories of Participating Teacher.

17.6.1 Non-Permanent Status Teacher Participants

The purpose of participating in the assistance component of the TSN is to support all Probationary, intern teachers, in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as related to the California Standards for the Teaching Profession. It is understood that the purpose of such participation is to provide peer assistance. The evaluation of the teacher is the responsibility of the site administrator.

17.6.2 Volunteer Teacher Participants

The purpose of voluntary participation in the TSN is to assist permanent teachers who seek to improve their instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as related to the California Standards for the Teaching Profession. Permanent Teachers who seek to improve their teaching performance may self-refer, in writing, to the Joint Panel for intervention under this program. Volunteer Teacher Participants may request that the Joint Panel assign a TSN Support Provider to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance and that the TSN Support Provider shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher Participant shall indicate area(s) in which assistance is requested. The Volunteer Teacher Participant may terminate their participation in the TSN at any time without being required to give a reason for said request.

The Joint Panel shall have the authority to accept or reject voluntary participation requests. Applicants denied participation may address the Joint Panel to appeal the decision.

All communication between the TSN Support Provider, Joint Panel and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Participant, shall not be shared with others, including the site principal, and the evaluator.

17.6.3 Mandatory Teacher Participants

The purpose of participation in the TSN is to assist permanent teachers in need of improvement in instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as related to the California

Standards for the Teaching Profession. All permanent teachers shall be required to participate in the TSN as a result of receiving an overall “unsatisfactory” or “needs improvement” final evaluation as provided in the evaluation article of the Collective Bargaining Agreement.

The TSN Support Provider shall provide assistance to the Mandatory Teacher Participant until the participant receives an Overall Satisfactory Rating on their final evaluation or the Joint Panel has concluded that there is unsatisfactory progress towards meeting identified goals, and continuation in the TSN program is not recommended. A TSN Support Provider will submit a written report to the Joint Panel. The Mandatory Teacher Participant shall have the right to submit a written response to the TSN Support Provider’s final written report. The TSN Support Provider shall continue to provide assistance until the Joint Panel acts on the report and produces a final recommendation.

The Mandatory Teacher Participant has the right to present reasons in writing for consideration by the Joint Panel why the assigned TSN Support Provider should be replaced, and another TSN Support Provider substituted.

17.6.4 Exclusions

It is not under the program’s purview to address employment issues that arise from accusations of neglect of duty or misconduct, which are distinct from teachers’ evaluations in relationship to the California Standards for the Teaching Profession and the evaluation article of the Collective Bargaining Agreement.

17.7 Program Operations

17.7.1 Confidentiality

All materials related to evaluations, reports, deliberations, and other personnel matters shall be confidential, subject to the following exceptions:

- In response to subpoena or order of the court.
- The final report may be used by the SBCSS in any employment action based upon instructional performance.

17.7.2 Duty to Indemnity

The district shall hold harmless the members of the Joint Panel, the Induction Specialists, and TSN Support Providers for any liability arising out of his/her participation in this program.

17.7.3 Funding

Program expenditures will be limited to the available funding allocated to the TSN. Funding sources may include, but are not limited to: Title I, Title II, Comprehensive School Improvement, Superintendent program funds. Funding will be available to support the Joint Panel and any mandatory participants at a minimum.

17.8 Length of Term for Induction Specialist / TSN Support Providers

The Induction Specialist and the TSN Support Provider will serve a term of one (1) year (July 1st-June 30th) with a renewal of a second year upon mutual agreement. If the appointment begins or ends, or terminates mid-year, the stipend will be pro-rated. .If an Induction Specialist or TSN Support Provider are unable to complete their term, the Joint Panel shall recommend the appointment of a qualified alternate to serve the remainder of the term.

17.9 Compensation

The Induction Specialist/TSN Support Provider shall be compensated in accordance with Appendix A-2.

Article 18: COMPLAINTS

18.1 Complainants should first attempt to resolve complaints informally with the involved unit member.

18.2 In the absence of an informal resolution of a complaint, the complainant shall reduce the complaint to writing with the name of the complainant, signature, and the date of the complaint.

18.3 The complaint will be investigated in a timely manner by the unit member's supervisor, or other administrator, with the unit member being given every opportunity for explanation, comment and presentation of facts for clarification of the issues.

- If necessary, the complainant or the involved unit member may request review of the immediate supervisor's assessment and possible resolution of the complaint by the Superintendent or designee.

The Superintendent or designee shall respond based on a review of the existing record or, at their discretion, request additional evidence. Such additional evidence may include scheduling a meeting with the complainant and the involved unit member for the purpose of obtaining supplemental facts and clarifying issues. The Superintendent's decision shall be final.

Article 19: STATUS OF AGREEMENT

19.1 The SBCSS and the Association agree that it is to their mutual benefit to encourage the resolution of differences through a collaborative process. Therefore, it is agreed that the Association and the SBCSS will support this Agreement for its term. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over SBCSS practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the SBCSS. During the term of this Agreement, the Association and the SBCSS will maintain an open environment with respect to any subject determined to be worthy of discussion.

THIS AGREEMENT IS MADE AND ENTERED INTO PURSUANT TO THE GOVERNMENT CODE AND CERTIFIED BY:

FOR THE SAN BERNARDINO COUNTY TEACHERS ASSOCIATION

Wendy Franklin

Wendy Franklin
SBCTA President

8/7/26

Date

FOR THE SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

Tracy Hawkins

Ted Alejandre
Superintendent

8/21/26

Date

APPENDIX A-1 – SALARY PROVISIONS

Salaries of unit members shall be paid in accordance with the Certificated Salary Schedules established for the current year.

All returning unit members shall be paid in twelve (12) equal payments.

For the first year, newly hired unit members will be paid on a monthly basis determined by his/her assigned calendar.

Unit members shall be paid for extra duty instructional and non-instructional assignments according to Appendix A-2 and/or current MOUs as mutually negotiated.

SALARY SCHEDULES FORMULA

Adjustments to salary schedules are determined through the negotiations process and are to be effective by July 1 of the new fiscal year. Unit members may contact Human Resources for current salary schedules.

- 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 ratified by the district board and the Association by May 1 of the current school year or other mutually agreed upon date) to identify an average annualized salary 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 of the current fiscal year. In the event no salary increase is given by the benchmark districts, no additional salary adjustment shall be made (including no addition of 0.25%). In the event there is a negative COLA/salary rollback by the benchmark districts, any salary schedule adjustments will be discussed in negotiations and mutually agreed upon.

Example of July 1 Calculation

- Cost of Living Adjustment Given in Current Year = 1.63%
- Average of annualized benchmark district's adjustment.

Apple Valley	3.00%
Chaffey	0.00%
Chino	0.00%
Colton	5.00%
Fontana	0.00%
Ontario-Montclair	2.00%
Redlands	1.50%
Rialto	0.00%
San Bernardino City	0.00%
Upland	2.00%
Victor Elementary	1.07%
Victor Valley	2.00%
	16.57% ÷ 12 =
	1.38%
	(1.38 + .25 = 1.63%)

REQUISITIES FOR SALARY PAYMENT

Before salary payment can be made, the unit member must meet the following conditions:

- A valid California credential, authorization, or waiver for the type of service being performed, effective prior to the first day of service, which must be registered with Human Resources and kept in force during the term of employment.
- California law requires that school staff working with children and community college students be free of infectious tuberculosis (TB). These updated laws reflect current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a health care provider to determine that the person is free of infectious tuberculosis. The use of the California School Employee TB Risk Assessment and the Certificate of Completion, developed by the California Department of Public Health (CDPH) and California TB Controllers Association (CTCA) are also required.
- An Oath of Allegiance must be completed.
- A W-4 Withholding Tax Exemption Form must be completed.
- Personal data required for the appropriate Retirement System must be furnished.

GENERAL PROVISIONS FOR INITIAL SALARY SCHEDULE PLACEMENT

- Unit members will be allowed experience credit, on a year-for-year basis, for each full year of contracted service rendered in public, private, or charter schools, which required a California teaching credential/Permit for initial placement on the salary schedule
    - Teachers: Commencing July 1, 2023, fifteen (15) years maximum credit as a credentialed teacher. Teaching permits will not be recognized for service credit. No retroactive credit for teachers hired prior to July 1, 2023.
    - State Preschool Teachers – five (5) years maximum credit.
    - Speech Language Pathologist – Ten (10) year maximum credit as a Speech Language Pathologist licensed by the Speech Language Pathology and Audiology and Hearing Aid Dispenser Board, or Clear Speech Language Pathology Services Credential or a valid and current Professional Clear, Life Clinical or Rehabilitative Services Credential in Language, Speech and Hearing issued by the California Commission on Teacher

Credentialing. A fully credentialed and/or licensed SLP will start on Step 1 unless prior years of service as a fully credentialed and/or licensed SLP are verified.

- School Nurse – No maximum credit limit.

- Effective July 1, 2019, Speech and Language Pathologists and School Nurses shall be given experience credit, on a year-for-year basis (75% of the schoolwork-year constitutes full-time service), for each full year of contracted service rendered in public schools or private institutions for initial placement on the salary schedule. Placement will be made on a case by case basis in collaboration between Student Services and Human Resources. Final determination will be made by the Assistant Superintendent of Human Resources or designee.
- Non-public private schools requiring a teaching credential or other medical field credit and additional job-related experience will be granted experience credit, not to exceed the maximum experience credit as set forth above, based upon a review and discretion of Human Resources. This language shall not be retroactive in placement or payment.
- Experience credit is subject to verification. Experience verification must be received by Human Resources within ninety (90) days from the date of hire in order to become effective on the hire date. Experience verification received after ninety (90) days from the date of hire will be effective the month following receipt of experience verification by Human Resources.
- Units accepted for column placement on the teacher salary schedules are semester units earned after the B.A. degree is granted and must be upper division courses.

Unit members are responsible for filing with the County Superintendent of Schools, transcripts or grade cards showing completion of course work. Initial placement on the salary schedule will be determined on the basis of records on file as of the first date of paid service.

GROWTH CREDIT FOR COLUMN ADVANCEMENT

Credit for column advancement on the Certificated Salary Schedules (attached hereto) shall be limited to formal course work as follows:

- Any formal courses taken for professional growth shall be submitted for approval to the direct supervisor and unit members shall file transcripts or official grade cards and course approval forms of all professional study completed during the year to Human Resources. Column advancement on the salary schedule shall only be considered on transcripts or grade cards filed.
- Unless otherwise expressed within this agreement any coursework that qualifies a unit member for salary advancement taken that generates CEU credit shall not be reimbursable unless it is determined by the Superintendent or designee that the unique coursework is required for program need.
- In order to receive credit for salary schedule purposes, the formal courses must be a part of a credential requirement program, an educational degree requirement program, or the units must provide substantial assistance for the unit member in the teaching assignment as approved by the direct supervisor.
- If attendance at college as a student or as an instructor will interfere in any way with the unit member's established working day or required meetings, appropriate leave must be taken, and prior approval must be granted by the supervisor prior to enrollment in a class. Exceptional circumstances may be reviewed and approved on an individual basis by the direct supervisor. If time from the contract day is approved, then appropriate leave will be applied.
- Units accrued by attendance at workshops or meetings in lieu of formal course work shall not be considered for column movement on the Certificated Salary Schedules. Formal course work with the word workshop in the course title may be considered for column advancement if: (1) the course is offered by an accredited college or university, (2) has a course number, and (3) is assigned a specific amount of unit credit by the college or university.
- Changes in salary placement are based on coursework. Unit members requesting movement on the salary schedule shall submit official transcripts to Human Resources at any time during the year. Once the number of units has been verified, unit members will have their salary schedule placement adjusted to reflect the new salary placement. Resulting salary increases will be reflected on the unit member's next paycheck if verified prior to the 10th day of the

month. Verification completed after the 10th day of the month will be effective on the next month's paycheck.

~~PROFESSIONAL GROWTH INCENTIVE FOR STEP ADVANCEMENT (Steps 16, 19 and 22)~~

~~Unit members may advance to steps 16, 19 and 22 as provided in the Certificated Salary Schedules, attached hereto, subject to the following conditions:~~

- ~~A unit member must take a minimum of six (6) semester units or nine (9) quarter units of approved formal course work or approved attendance at workshops or meetings, as provided herein below, within a three (3) year period immediately prior to each respective step advancement.~~
- ~~A unit member must complete the required number of years of experience on the Certificated Salary Schedule prior to advancement to steps 16, 19 and 22.~~
- ~~Notwithstanding paragraph (2) hereinabove, no unit member may advance more than one step each school year.~~
- ~~Credit for formal course work and/or for workshops shall be subject to the conditions set forth hereinabove under "Professional Growth Credit for Class Advancement."~~
- ~~Twelve (12) hours of instruction at an approved workshop shall be a minimum requirement for the equivalent of one semester unit of credit for the purpose of satisfying the professional growth incentive requirements herein.~~
- ~~Attendance at any formal course work and/or workshop shall be during the unit member's non-working time and at the unit member's own expense and shall not interfere in any way with the unit member's instructional responsibilities.~~
- ~~The County may require satisfactory verification of attendance at any workshop or formal course work class.~~
- ~~The County may require satisfactory verification of attendance at any workshop or formal course work class.~~

As of July 1, 2023, the requirements for Professional Growth Incentive for Step Advancement (Steps 16, 19 and 22) will terminate with the following conditions.

1. Unit members will be allowed to advance one (1) step per fiscal year regardless of years of service earned. Unit members must complete a full-service year (75% of the school year) in order to advance to the next step.
2. Unit members, who would have qualified to move to steps 16, 19, or 22, prior to this agreement, but who did not submit the required qualifying coursework during the respective

year, may submit units to move to step 16, 19, or 22. Unit members may skip from 13 to 16, 16 to 19, or 19 to 22 depending on the years of service if the coursework outlined in the previous Professional Growth Incentive for Step Advancement agreement is met. Unit members may not skip more than one increment per fiscal year (13-16, 16-19, 19-22).

3. Illustration

Unit members with 22 years of service on step 13:

1. If unit members do not turn in any units, they will roll one step per year.
2. If unit members meet the requirements outlined in the Professional Growth Incentive for Step Advancement, they can submit units to move to step 16.
3. If unit members meet the requirements outlined in the Professional Growth Incentive for Step Advancement the following year, they can submit units to move to step 19.
4. If unit members meet the requirements outlined in the Professional Growth Incentive for Step Advancement the following year, they can submit units to move to step 22.

LONGEVITY

The Superintendent will provide a longevity stipend of three percent (3%) to unit members who have completed seventeen (17) service years and/or above seventeen (17) service years of employment as a unit member. Those unit members who have completed twenty-two (22) service years and/or above will receive longevity pay of three percent (3%) totaling six percent (6%) added to their base salary. Those unit members who have served twenty-seven (27) service years and/or above will receive longevity pay of three percent (3%), totaling nine percent (9%) added to their base salary.

An employee having previously attained longevity status will continue to receive longevity pay regardless of the position held within the Bargaining Unit.

Longevity pay is reportable to CalSTRS as special compensation and is paid monthly to the unit member to be creditable for retirement purposes.

The following is an example of how longevity amount is calculated. The base salary figure used in this example is for illustration purposes only. A unit member's base salary is his/her actual salary as noted on the salary schedule and may change over time as a result of negotiated Cost of Living Adjustments (COLAs) or other salary adjustments. Any time the base salary changes, a new calculation for longevity will be made.

Example using a base salary of $10,000:

At 17 years longevity, the amount will be calculated at 3% of the base, (3% of 10,000 = 300). This unit member's salary would be $10,300.

At 22 years longevity, the amount will be calculated at 6% of the base, (6% of 10,000 = 600). The unit member's salary would be $10, 600.

At 27 years longevity, the amount will be calculated at 9% of the base, (9% of 10,000 = 900). The unit member's salary would be $10,900.

APPENDIX A-2 – GUIDELINES FOR EXTRA DUTY COMPENSATION: INSTRUCTIONAL AND NON-INSTRUCTIONAL ASSIGNMENTS

Non-Instructional Extra Duty

In all circumstances, the rate of pay for Non-Instructional extra duty in Appendix A-2 shall be provided to employees who have exceeded their professional workday.

	Extra Duty Assignment	Rate of Pay	Frequency
A.	**Teacher Support Network (TSN)** • **Joint Panel Member** • **Joint Panel Co-Chair** • **Intern Support Provider** • **TSN Support Provider** • **Induction Specialist** **Combined teacher support cannot exceed 3 Supportees.** **Lead Teachers are ineligible for TSN Support Provider, Intern Support Provider and Induction Specialist.** **Will be paid in 10-month prorated increments, commencing on September 1st.**	 **$1,500** **$2,000** **$1,800** **$1,300** **$2,000**	 **Annual** **Annual** **Annual/Per Supportee Maximum of 3** **Annual/Per Supportee Maximum of 3**** **Annual/Per Supportee Maximum of 3****
B.	**Lead Teacher** **Will be paid in 10-month prorated increments, commencing on September 1st.**	**$6,500**	**Annual**
C.	**After Hours Temporary Classroom Relocation (Move) – Packing/Unpacking (Personal Items) includes moving & set up**	**$100**	**One- Time**
D.	**After Hours Permanent Relocation (Move) Packing/Unpacking Entire Classroom (One Day Packing and One Day Unpacking) includes moving & set up**	**$200**	**Up to two work Days**
E.	**SBCSS Professional Development During Non-Contract Work Hours - Non-Mandatory (Requires Prior Approval)**	**Sped/Alt. Ed: $70** **SPS: Per Diem**	**Hourly**
F.	**SLP Clinical Fellowship Year Supervision** • **Twelve hours per trimester for a total of 36 hours per twelve-month period.**	**$2,100 stipend: To be paid $700 per trimester**	**Trimester Per fellow Max of 2 (including SLP waiver, 2nd year and beyond)**
G.	**SLP Waiver Supervision**	**$3,600 stipend**	**Annual/ per 1st year**

		$2,000 stipend	**supervisee Max 1 Annual/ per supervisee 2nd year and beyond Max of 2 (including Clinical Fellowship CF)**
H.	**Doctoral Stipend**	**$500**	**Annual- 12-month frequency**
I.	**Only Mandatory CPR Training Beyond Professional Contract Work Day**	**Per Diem**	**Hourly**
J.	**Compensation may be provided outside of normal duties and responsibilities of the workday, in case of special circumstances (as defined by the Assistant Superintendent of Student Services or designee), subject to prior approval by the Assistant Superintendent of Student Services or designee.**	**Per Diem**	**Hourly**

Instructional Extra Duty

In all circumstances, the rate of pay for Instructional extra duty in Appendix A-2 shall be provided to employees in accordance with the following guidelines.

	Extra Duty Assignment	Rate of Pay	Frequency
A.	Extended School Year/Summer School	Per Diem Rate	Hourly
B.	Uncovered Classroom Coverage - Non-Mandatory (Absence of Contract Teacher, Certificated Substitute, or Qualified Para-Educator)	$170 full day/$87.50 half day	Daily
C.	Related/Itinerant Service Provider Vacant/Long-Term Absence (more than 5 consecutive work-days): Non-Mandatory Includes all assessments and IEP coverage.	$170 prorated based on portion of the uncovered case load coverage at 100%, 75%, 50%, or 25%	Daily when covering caseload
D.	Nurse Caseload Coverage Any absence of 5 days or less. Non-Mandatory Compensation begins on the first date of coverage for IEP coverage, LVN Supervision and Specialized Healthcare Procedures. Coverage greater than 5 days includes assessments.	$170 prorated based on portion of the uncovered case load coverage at 100%, 75%, 50%, or 25%	Daily when covering caseload
E.	Classroom/Early Start Teacher: Reevaluation IEP/IFSP Assessment Meeting Coverage (Administer assessments, attend Reevaluation meetings for Students not on the Caseload)	Up to 2.5 Hours Per Diem for Preparation and writing assessments after contract hours. Actual meeting attendance Time after contract hours will be paid Per Diem Rate	Daily
F.	Related/Itinerant Service Provider and/or School Nurse: Reevaluation IEP Assessment and Meeting Coverage (Administer assessments and attend Reevaluation Meetings for Students not on the Caseload)	Up to 2 Hours Per Diem for Preparation and writing assessments after contract hours. Actual meeting attendance time after contract hours will be paid Per Diem Rate	Daily
G.	Classroom/Early Start Teacher Annual IEP/IFSP and Meeting Coverage (Writing IEP/IFSP and Attending Annual IEP/IFSP for Students not on caseload)	Up to 1.5 Hour Per Diem for Writing/Preparing Actual Meeting Attendance Time Hourly Per Diem Rate	Daily

H.	**Related/Itinerant Service Provider and School Nurse Annual IEP and Meeting Coverage (Writing Applicable IEP Requirements and Attending Annual IEP Meetings for Students not on caseload)**	**Up to 1 Hour Per Diem for Writing Actual Meeting Attendance Time Hourly Per Diem Rate**	**Daily**
I.	**Juvenile Hall Teachers (P.M. Coverage) Note: Offered quarterly on a rotating basis in alignment with the school calendar.**	**Hourly Per diem Rate beyond the 7-hour workday**	**Hourly**
J.	**Home/Hospital Instruction - Voluntary (Home/Hospital assignments performed after contract hours up to 5 hours per week maximum)**	**Per Diem Rate**	**Hourly**

Created 7/1/2019, Revised 3/4/2020, 5/4/2020, 6/9/2023, 10/8/2025, 4/16/2026

APPENDIX A-3 - COMPENSATION

1. It has been agreed that the total salary schedule increase for the school year shall be the average of the annualized benchmark districts salary adjustments as of May 1 of the current school year.
2. The settled amount shall be applied retroactively to the salary schedules effective July 1 of the current school year.
3. The parties agree to close all articles of this agreement, through June 30, 2026. Bargaining on a reopener up to three (3) articles and health and welfare shall commence on or about November 1, 2026.

APPENDIX B – HEALTH & WELFARE BENEFITS

During the open enrollment period or at the time of hire the SBCSS will offer unit members represented by the Association health and welfare benefits that include medical, dental, vision, and life insurance.

- Unit members will have the opportunity to enroll eligible dependents in the negotiated health insurance plans during open enrollment or at the time of hire. Unit members shall pay for the portion of the premium that is in excess of the current negotiated dollar amount. Payment from unit members shall be through payroll deduction. IRC 125 pre-tax deduction for premium payment will be offered as an option. Unit members under FMLA provisions shall submit payment to the Benefits Office in Human Resources when monthly payroll deductions are not possible.
- Unit members who are part-time employees will pay the pro-rated cost of health and welfare benefits for each fiscal year.
- Unit members who are part-time employees and who have elected not to receive medical, dental, and vision benefits at the time of employment are eligible to re-consider said decision during the annual open enrollment period, or if they encounter a life changing event. A life changing event is defined as marriage, divorce, over-age dependent, or loss of insurance coverage.
- During the open enrollment period or at the time of hire, the SBCSS will offer unit members represented by the Association the opportunity to either enroll in group medical benefits or participate in the medical opt-out incentive program, if available. The unit member must show proof of current medical insurance to opt-out and may not individually purchase coverage following IRS regulations.
- If a unit member who has elected not to have medical coverage paid by the SBCSS and has a life changing event outside of the timelines of the enrollment period, the unit member may notify Human Resources in writing within thirty (30) days of the change and provide proof of the life changing event. Members who meet this criterion can enroll for eligible medical coverage outside of the open enrollment period.
- The Superintendent will make available an IRC-125 Flexible Benefits Program to all interested unit members.
- Unit members are required to maintain dental, vision, and life insurance coverage through SBCSS offerings.

Medical Benefits for Unit Members in Needles/Trona

Both parties agree to participate in a PPO High Deductible Plan with a Health Reimbursement Account (HRA) for unit members who reside in or around and are assigned to the Needles and/or Trona area of the County. To participate in the SBCSS's PPO High Deductible Plan with Health Reimbursement Account (HRA), eligible unit members are required to inform the SBCSS if they and/or their dependents are covered under any other medical insurance programs. Unit members are required to establish an HRA account with American Fidelity prior to July 1st of the plan year. American Fidelity will issue a debit card for medical related expenses only (excludes dental and vision) and provide guidelines on qualified medical and mental health expenses. The SBCSS will fully fund the HRA annually up to the family out-of-pocket maximum per unit member. Any unused funds at the end of a plan year will revert to the SBCSS.

		Out-of-Pocket Maximum (Fully funded by HRA)	
Individual		$3,000	
Family		$6,000	

Retiree Benefits

Retirees have the option of purchasing available health and welfare benefits from the SBCSS at a rate set by the benefit providers. This option must be exercised within thirty (30) days of retiring. This option is open to eligible retirees, their spouses and/or the surviving spouses of retired unit members.

Unit members who retire from the SBCSS after having reached age 55 and completed ten (10) consecutive years of full-time service with the SBCSS prior to such retirement, may continue to receive existing available medical, dental, and vision insurance coverage for the unit member and spouse only until the unit member reaches age 65 or qualifies for Medicare, whichever comes first. For purposes of determining eligibility for retiree benefits, participation in the Shared Teaching Assignment Program (Job Share) does not constitute a break in service. Such retired unit members must reimburse the SBCSS for fifty percent (50%) of the cost of medical insurance coverage for the unit member and seventy-five percent (75%) of the cost for the spouse's medical insurance coverage in accordance with the current schedule of premium costs incurred by the SBCSS for such coverage. Enrollment in the dental and/or vision plans are available as a one-time option at the time along with retiree medical election. Retirees are responsible for 100% of the monthly premium. A spouse enrollment is contingent with the enrollment of the retiree. Should the SBCSS not receive

such reimbursement by the first of the month following a covered insurance month (30-day grace period), the SBCSS may terminate such coverage immediately.

APPENDIX B-1 – HEALTH AND WELFARE BENEFITS

1. During the open enrollment period for the 2026-2027 fiscal year; during a qualifying event during the same fiscal year, or; at the time of hire, the SBCSS will offer unit members represented by the Association, a contribution of up to $23,300 toward medical, dental, vision, and life insurance a choice of the following group medical plans offered through California Schools Employee Benefits Association (CSEBA):

Medical Plans	Co-Pays/Deductible	Annual Cost
Kaiser Plan 1 / 8	$20 co-pay	$24,094.56
Kaiser Plan 2 / 12	$30 co-pay	$22,690.44
Kaiser Plan 3 HDHP / 1	$1700 single/ $3400 family	$18,545.04
Blue Shield TRIO ACO Plan 1	$20 co-pay	$21,732.00
Blue Shield Access Plus Plan 2	$20 co-pay	$24,864.00
Blue Shield TRIO ACO Plan 7	$30 co-pay	$21,120.00
Blue Shield Access Plus Plan 7	$30 co-pay	$24,156.00
Blue Shield PPO Plan 1	$500 single/$1000 family In-Network	$54,876.00
Blue Shield PPO Plan 1A Tandem	$500 single/$1000 family In-Network	$51,588.00
Blue Shield HDHP CSEBA Premier Plan 2	$1700 single/$3400 family In-Network	$22,968.00
Blue Shield HDHP CSEBA Tandem Plan 2A	$1700 single/$3400 family In-Network	$21,588.00
Needles/Trona Only	Blue Shield HRA HDHP	$24,108.00
Dental Plan #1	$2,500 in-network/$2,000 out-of-network	$1,204.80
Dental Plan #2	$2,000 in-network/$1,500 out of network with Ortho	$1,168.80
Vision Plan #1	$150 frames or contacts in-network	$232.80
Vision Plan #2	$200 frames or contacts in-network	$331.20
Life Insurance	Employer sponsored life/accidental death & dismemberment of $50,000 for employee	$50.04

I. OPT-OUT INCENTIVE PLAN

1. During the open enrollment period for the 2026-2027 fiscal year, or at the time of hire during the 2026-2027 fiscal year, the SBCSS will offer unit members represented by the Union the opportunity to either enroll in group medical benefits or participate in the medical opt-out incentive program.
2. Unit members electing to participate in the medical opt-out incentive program will not be eligible to be a subscriber for medical insurance provided by the SBCSS for the period of time they are participants in the opt-out program. Enrollment in the dental, vision, and life insurance plans provided by the SBCSS is allowed for participants in the medical opt-out program. Additional exclusion from enrollment in the medical opt-out program will result in denial to be a subscriber in the applicable Wellness Programs and Health Advocate.
3. Unit members electing to participate in the medical opt-out incentive plan shall provide proof of current medical insurance coverage, which must be at least 60% actuarial value of a group plan, such as the health plan of a spouse or parent, before being approved to participate in the opt-out program. Documents accepted as proof of coverage is at the discretion of the Superintendent but may include a letter verifying medical insurance coverage from the employer providing the insurance coverage.
4. During the 2026-2027 year, the SBCSS agrees to pay an incentive payment of $375.00 per month ($4,500.00 annually) for all unit members who are approved to participate in the medical opt-out incentive program. This amount shall be based on the Joint Powers Authority Policy for the cash-in-lieu program. This amount will be prorated as a percentage of time worked for unit members employed less than full time, or less than a full school year.
5. The decision to participate in the opt-out incentive program is a voluntary decision to be made annually during open enrollment, at the time of hire for eligible unit members or after a qualified Affordable Care Act event. No unit member is mandated to participate.
6. Unit members who request to enroll in the medical opt-out incentive program after the open enrollment period ends must submit their application along with appropriate documentation, prior to the last working day of each month to be eligible to receive their first incentive on the following month’s payroll. Only unit members who experience a Qualifying Life Event may be eligible for the opt-out incentive program after the open enrollment period. Monthly incentive payments of $375.00 will begin on the appropriate normal payroll cycle following the month in which a completed application was received and continue each month until June 30, 2027.
7. Up to 19.99% of SBCSS’s staff eligible for health and welfare may participate in the opt-out

program during the 2026-2027 year. Should more than this percentage of staff request to participate, the first come, first served rule shall apply.

8. A unit member who has elected not to have coverage of medical benefits paid by the SBCSS and has a significant life event resulting in the loss of insurance coverage (such as divorce, loss of spouse's insurance coverage or loss of parent's coverage) outside of the timelines of the enrollment period, shall notify Human Resources in writing no more than 30 days from the last day of coverage to enroll for eligible medical coverage.

Any future changes to medical, dental, vision, and life insurance will be collaboratively discussed and mutually agreed.

San Bernardino County Superintendent of Schools
Transforming lives through education

REASONABLE SUSPICION OBSERVATION FORM (RSOF)

CONFIDENTIAL – ONLY DISTRIBUTE TO:
Assistant Superintendent, Human Resources
Directors of Human Resources / Director of Risk Management

Supervisors should use this form to document all reasonable suspicion. Drug or alcohol testing to be performed by Human Resources' contracted agency. **IF AT ANY POINT DURING THIS PROCESS YOU BELIEVE LAW ENFORCEMENT NEEDS TO BE INVOLVED, OR IF IT IS A MEDICAL EMERGENCY, IMMEDIATELY CALL 911.**

Employee's Name: _____ Branch: _____

Employee's Position: _____ Date of incident: _____

Supervisor's Name: _____ Time of incident: _____

Supervisor's Phone: _____ Date supervisor notified: _____

Witness Name: _____ **Witness Signature:** _____

Describe what first led you to believe that this employee should have a drug and/or alcohol test (Attach individual sheets if necessary):

_____
_____
_____
_____
_____
_____

1. Reason for Concern (check all applicable observations in boxes A-F)

A. Physical Indicators

- ☐ Odor of alcohol
- ☐ Odor of marijuana
- ☐ Slurred or slowed speech
- ☐ Unsteady gait or balance issues
- ☐ Bloodshot, ☐ glassy, or ☐ droopy eyes
- ☐ Dilated or constricted pupils
- ☐ Excessive sweating
- ☐ Flushed/pale appearance
- ☐ Tremors or shaking
- ☐ Difficulty staying awake

B. Behavioral Indicators

- ☐ Confusion or disorientation
- ☐ Inability to follow instructions
- ☐ Inappropriate emotional responses (laughing, crying, irritability)
- ☐ Unusual aggression or agitation
- ☐ Extreme mood swings
- ☐ Paranoia or unusual anxiety
- ☐ Hyperactivity or lethargy
- ☐ Erratic behavior

C. Performance Indicators

- ☐ Difficulty performing routine job tasks
- ☐ Repeated mistakes or poor judgment
- ☐ Inability to supervise safely
- ☐ Failure to follow established procedures
- ☐ Leaving students unsupervised
- ☐ Noticeable decline in work quality

D. Safety Concerns

- ☐ Unsafe handling of equipment
- ☐ Slow reaction time
- ☐ Behavior placing staff/students at risk
- ☐ Vehicle operation concerns

E. Contextual Factors (*not sufficient alone*)

- ☐ Returned from work break with signs of impairment
- ☐ Credible report from staff/student (document below)
- ☐ Possession of alcohol, drugs, and/or paraphernalia
- ☐ Recent accident or near-miss

F. Injuries *(if applicable*)

Was the employee or others injured as a result of the incident?
☐ Yes ☐ No

If yes, please provide name, work or school site, and outcome below: (ex. no medical treatment/ hospitalization/injury report/workers compensation)

2. Employee Response (*if applicable*)

- Did the employee acknowledge or deny impairment?
- Any statements made?

Narrative:

3. Reasonable Suspicion Testing Facility

☐ Inland Empire

1950 S. Sunwest Lane, #108
San Bernardino, CA 92408
(909) 521-8818

☐ High Desert

14297 Amargosa Road
Victorville, CA 92392
(909) 453-3255

Summary of Observations and Actions: _____

APPENDIX D – SBCTA GRIEVANCE FORM

San Bernardino County Teacher Association

Formal Grievance Submission Form

Please ensure all fields are completed. Attach additional pages if necessary.

Date:
Employee Name:
Work Site:
Work Number:
Immediate Supervisor:

Level 1:

Contract Article and Section(s) Alleged to be Violated, Misapplied, or Misinterpreted:

Statement of Grievance: (Please provide a detailed explanation regarding how the contract was violated, misapplied, or misinterpreted.)

Requested Remedy: (Please specify the precise remedy sought.)

Employee Signature: **Date:**

Grievant shall make and retain a copy and present this completed form to his/her supervisor.

This form is intended for use when submitting a formal grievance pursuant to the collective bargaining agreement between the San Bernardino County Teacher Association and the District. Please refer to the applicable agreement for all requirements and deadlines regarding grievance procedures.