

San Bernardino County Superintendent of Schools



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2008-2011

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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 (hereinafter referred to as "County") 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 effect from July 1, 2008 up to and including June 30, 2011. Although we will continue an open and ongoing negotiation process, both parties agree to notify each other no later than March 1, 2011 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.

Article 2: COUNTY RIGHTS

2.1 Subject to paragraph 2.2 hereinbelow, it is understood and agreed that the County 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 County 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 County retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees for just cause as set forth in Education Code.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the County; 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 County retains its right to temporarily suspend any provisions referred to in this Agreement that are affected by an emergency for the duration of the emergency. In such instances of an emergency, the County 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 who have been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the County as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules, regulations and procedures of the County Superintendent, are not within the scope of this procedure.

A “day” is a day in which the grievant is scheduled to work. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the County to resolve grievances.

3.2 Informal Level

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

3.3 Formal Level

3.3.1 Level I

The grievant must present such grievance in writing on the appropriate form to the immediate supervisor 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.

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

3.3.2 Level II

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

The Assistant Superintendent, Student Services or designee shall communicate a decision 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

In the event the grievance is not resolved in Level II, a written notice of appeal to Level III shall be served to the County within ten (10) working days following the disposition of the grievance in Level II. The matter may be submitted to a mediator upon mutual agreement between the County and the grievant. Such an agreement shall be reached within ten (10) working days. If no such agreement is reached within ten (10) working days, the County or the grievant may take the grievance to Level IV. If there is mutual agreement, a facilitator/mediator will be utilized to assist in the communication between the grievant and the County. This individual shall be selected from the California State Mediation and Conciliation Service (CSMCS). The role of the facilitator is to enhance communication and provide alternative means of dealing with the grievance. The work of the facilitator is non-binding on either party.

3.3.4 Level IV

If not satisfied with the outcome at Level III, the grievant may appeal to Level IV on the appropriate form to the County Superintendent within ten (10) working days from the date of mediation in Level III. The County Superintendent or designee shall communicate in writing a decision within ten (10) working days after receiving the appeal. Either the grievant or the County Superintendent or designee may request a personal conference within the above time limits.

3.4 The grievant shall be entitled to have any person of the grievant's choice present during any step of this procedure to act as a representative within the limitations as set forth in Article 10, Association Rights.

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

3.6 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 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.

3.7 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the County 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.

3.8 A unit member may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of the Association. 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 according to attached Appendix A.

4.2 Unit members shall be provided health and welfare benefits according to attached Appendix B.

4.3 Upon the supervisor's approval, when a unit member takes another unit member's entire student load for a half or full instructional day due to the unavailability of a substitute the unit member shall be entitled to the amount of money that would have been paid the substitute. When, in this circumstance, a class of students is divided into two parts, each unit member shall be entitled to one half of the amount of money that would have been paid to the substitute. In the event that the class is divided into three parts, each unit member will be entitled to one third of the amount of money that would have been paid to a substitute. The distribution of payment will not be greater than stated in this section.

4.4 A preschool teacher taking another class would not be required to work beyond the regular seven-and one-quarter (7-1/4) hour work-day without the consent of the unit member.

4.5 Unit members employed as Language Speech and Hearing (LSH) teachers who are eligible for a Certificate of Clinical Competence may request reimbursement for actual costs incurred by the unit member for annual required fees for the Certificate of Clinical Competence, up to a maximum of Five Hundred Dollars (\$500) annually. Unit members accepting reimbursement shall submit Medi-Cal billing on behalf of the Superintendent for speech therapy services for eligible special education students on their assigned caseload, in addition to billing for assessment services to students.

Article 5: HOURS

5.1 Unit members employed in special education settings including teachers and school nurses, shall be at the assigned work location and responsible for assigned duties for seven and one-quarter (7 ¼) hours per day, inclusive of lunch. Unit members employed in alternative education settings including Juvenile Court Schools (or Juvenile Court School Specialized Academic Instructors), County Community Schools, Community Day Schools, or as contract teachers in Independent Alternative Education (IAE) shall be at the assigned work location and responsible for duties for seven (7) hours per day, inclusive of lunch.

In the event unit members working in maximum security units in juvenile court school with more than twenty students on the living unit on a continuing bases which necessitates operation of double shifts (two classroom sessions of 240 instructional minutes each) in order to maintain safety and security standards at the facility, said unit members shall be assigned to work eight and one-half (8 ½) hours per day, inclusive of lunch. (Note: As of July 1, 2008 there are two such positions which are located at Burton Thrall School). In the event the population in maximum security units falls to twenty (20) or less students negating the need to operate double

shifts of two classroom sessions daily, the Superintendent may unilaterally take action to revert the eight and one-half (8 ½) hour assignments to seven (7.0) hours daily. In the event said action to reduce the positions to seven (7.0) hours is required, Superintendent shall give the affected unit member prior notice of at least one month. In the event that a layoff is necessary for certificated teaching staff in court school positions, unit members in 7.0 and in 8.5 hour positions shall be treated as the same classification.

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.

5.2 In addition to the above, unit members are responsible for other duties which include, but are not limited to, program development, in-service activities, parent conferences, committee assignments, faculty and District meetings, special help to student(s), PTA, PTO and Open House, I.E.P. Team meetings, student supervision, and other assignments which are determined by the County to be necessary for the efficient operation of the County. The County will make every effort to ensure that duties required of a unit member beyond the workday will be distributed on a reasonable and equitable basis.

5.3 The County will ensure a minimum of a thirty-minute duty-free lunch as provided by law.

5.4 The number of scheduled workdays for unit members employed in: (a) Special Education, Community Schools and Community Day Schools shall be 182 days with no more than 180 days of student contact (b) Juvenile Court Schools Specialized Academic Instructors shall be 219 with no more than 217 days of student contact, and (c) State Preschool shall be 182 days with no more than 180 days of student contact.

5.5 The County has primary responsibility in developing a calendar. The County recognizes the Association's right to meet and collaborate on the distribution of workdays, including the starting and ending dates.

5.6 The County has the right to extend the work year for new teachers up to three (3) additional days beyond the normal work year, per year, for in-service training at the unit member's per diem rate. These additional days shall not be considered part of the unit member's regular contract year.

5.7 Unit members shall have a minimum of thirty (30) minutes of preparation time each day except when, in the judgment of the County, daily safety conditions or transportation schedules preclude such preparation time. It is agreed that unit member's student contact time

may vary from year to year; however, the County is required to provide preparation time as noted above.

5.8 Whenever possible, the County shall schedule I.E.P. meetings during the unit member's workday as defined in Articles 5.1 and 5.2 of the contract. If the unit member is required to be away from class, the County, whenever possible, shall attempt to secure a substitute teacher during that time. Anticipated dates for I.E.P. meetings shall be established by the County at least one month in advance, except where legal requirements or local policy dictate a shorter timeline. The County agrees to notify the involved unit member of rescheduling to a later date from the established target dates of any I.E.P. meetings.

Article 6: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

6.1 Definitions

“Program” shall refer to the classification, age, and handicapping condition 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 6.5, Transfer Considerations.

“Involuntary Transfer” shall refer to a change in the program of a unit member upon request of the County. Involuntary transfers shall be made based upon the considerations listed in Section 6.5, Transfer Considerations.

“IPSU” shall refer to Instructional Personnel Service Unit.

“Vacancy” shall refer to a position that is open due to resignation, transfer, or new IPSU.

6.2 The County shall make preliminary assignments between June 1 and September 15 within the school and/or division for the ensuing school year. 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 County from making any changes in assignments or programs at any time during the school year.

6.3 Voluntary Transfers

The county will provide all unit members the opportunity to give notice of their interest in transferring to another position should a vacancy occur. A notice listing all existing positions will be forwarded to all unit members for their reference no later than March 1 of each year. Unit members shall submit to the Human Resources Office a completed transfer card for each position indicating their interest in transferring. Any and all requests received seven (7) working days prior to the beginning of interviews will be considered. Transfers may be requested for any vacant or filled positions. The previous year's transfer requests will be purged March 15 of each year.

As vacancies occur, the transfer cards will be reviewed to determine which, if any, unit members have expressed a desire for transfer to the vacancy. Consideration will be given to all unit members who have indicated an interest in the vacant position and interviews will be conducted. In the event that no unit members have indicated an interest or none are selected following the interview process the position will be filled by reassignment or recruitment from outside candidates.

In the event that any vacancy attracts a significant number of transfer requests the Human Resources Office may establish a "paper screening" process to narrow the transfer candidates to a reasonable number.

As new positions are established and vacant current positions are significantly changed (i.e. site, program), notice will be sent to all unit members for internal transfer consideration. No vacancy shall be permanently filled until seven (7) workdays after the notice of the vacancy has been posted.

6.4 Involuntary Transfers

6.4.1 Involuntary transfers may be initiated by the County at any time pursuant to Section 6.5 below.

6.4.2 A unit member affected by such transfer shall be given written notice as soon as administratively practicable and, when possible, a conference will be held between the appropriate management person and the unit member to discuss the reasons for the transfer.

6.4.3 Whenever possible, the County 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.

6.5 Transfer Considerations

In selecting unit members for transfer, the County 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 County, and program needs. The application of these considerations and the final selection shall be within the discretion of the County.

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

6.7 Shared Teaching Assignments

6.7.1 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.

6.7.2 Interested teachers must seek another teacher who wishes to participate in a shared teaching assignment. Participants must be tenured 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:

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

6.7.3 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.

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

- a. The teacher requesting return to full time must have an overall satisfactory evaluation.
- b. A vacant position must be available to receive the requesting teacher.
- c. A satisfactory replacement teacher is available to maintain the shared assignment with the remaining teacher.

6.7.5 Salary will be on a prorated share of the salary a teacher would earn had the teacher not elected to exercise the option of a part-time employment. Contributions to the

State Teachers' Retirement System (STRS) will be based upon the prorated salary actually earned by the participants.

- a. The teacher in a part-time 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.
- b. 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.

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

6.7.7 Each teacher sharing an assignment will receive district paid benefits in the same percentage as his/her contract. The teacher will be charged for the remaining percentage through payroll deduction.

6.7.8 The teacher in a shared assignment will be expected to participate in all professional responsibilities such as, but not limited to, the following:

- a. Parent/faculty meetings and activities.
- b. Public school observances.
- c. Supervision of students at school sponsored or approved activities such as field trips and similar events.
- d. Professional meetings.
- e. Parent/teacher and I.E.P. meetings.
- f. Report card preparation.

6.7.9 If a teacher in a shared assignment is absent, the other party may substitute for him/her 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.

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

6.7.11 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 he/she so requests.

6.7.12 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.

6.7.13 Revision or termination of the Shared Teacher Assignment Program will not modify the status of personnel who entered the program prior to the effective date of the modification or revision.

6.8 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 years, normally the last ten years before retirement. Should a unit member wish to participate in the Reduced Workload Program, the following shall apply:

6.8.1 Adhere to Section 6.7 above, with the following exceptions: full-time service credit will be earned by the participating unit member and the County Schools 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.

6.8.2 The unit member shall be 55 years old or older;

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

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

6.8.5 Each unit member sharing an assignment will receive district paid benefits as a full-time employee, instead of the benefits being prorated while participating in the program;

6.8.6 The County shall benefit financially on every request made when authorizing a unit member to participate in the program;

6.8.7 The County reserves the right to deny such request of participation in the program, such as for programmatic reasons, in the best interest of the County Schools.

Article 7: CLASS SIZE

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

7.2 In the event a unit member determines that the class size or caseload is negatively impacting the educational process or classroom safety, the following will occur:

- a. Upon written notification by the affected unit member to their immediate supervisor, discussion will take place between the unit member and supervisor within five (5) working days.
- b. Should no resolution occur as a result of the initial discussion between the unit member and their immediate supervisor, the unit member may refer the issue to the Regional Solutions Team (RST) in writing. The members of the RST will be determined by the Area Director and 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 their designee, timelines may be extended.

Article 8: EVALUATION PROCEDURES

8.1 The County shall evaluate all bargaining unit members with fewer than (10) ten years of experience with the county office no less than once every two (2) years. Bargaining unit members who have at least (10) ten years of experience with the county office may be evaluated, upon mutual consent of the evaluator and the bargaining unit member, at least one time every (5) five years, providing that they are highly qualified, as defined in 20 U.S.C., Section 7801, and if their previous evaluation rating met or exceeded standards.

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

8.3 Those unit members who are scheduled to be evaluated shall be so notified by the Human Resources Office no later than November 1, 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. These procedures shall not allow for evaluation based upon a unit member's private life or partisan political activities, provided such fall outside the duties as defined in Article 5, and provided further, that such does not have a direct impact on the unit member's performance and effectiveness as an employee.

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

8.5 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 his/her personnel file, signifying only that the unit member has read the document and received a copy.

8.6 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 Peer Assistance and Review (PAR) program, unless the PAR program 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.

8.7 In the process of an evaluation, the evaluator may not refer to or use documents which cannot be identified as to source, nor may references be made to records that were obtained prior to employment in the County.

8.8 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 9: LEAVE PROVISIONS

9.1 Sick Leave

9.1.1 For purposes of personal/family illness or injury, full-time unit members, working 182 days, shall be entitled to ten (10) days leave with full pay for each contract year. Full-time unit members working 219 days shall be entitled to twelve (12) days leave with full pay for each contract year. For purposes of this article, family should include child, parent or spouse. 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 the extended year (“summer session”) shall receive additional sick leave in one-half day units, prorated on the number of days worked, as compared with 182 regular days. Sick leave for extended year shall be deducted in accordance with the hours being paid per day.

9.1.2 After all accumulated sick leave as set forth in 9.1.1 above is exhausted, additional non-accumulated extended illness leave shall be available for a period not to exceed one five (5) month period per accident or illness provided that the provisions of 9.1.4 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.

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

The reemployment period beings at the exhaustion of the five (5) month period. When the unit member is medically able to return to work without restrictions during those time periods, the unit member shall be returned to employment in a vacant position for which he or she is credentialed and qualified.

9.1.3 If a unit member does not utilize the full amount of leave as authorized in 9.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.1.4 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 Superintendent's choice and submit to the Human Resources Office an off-work order. The County will pay for the medical visit when the unit member is required to visit a County 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 he/she submits a medical doctor's authorization to return to work to the Human Resources Office. No unit member may return to work under a restricted back-to-work authorization unless the Superintendent can reasonably accommodate the unit member's illness or injury.

9.1.5 A unit member must contact the County Schools' Human Resources Office, a person designated by the Superintendent, or the immediate supervisor as soon as the need to be absent is known. Whenever possible, the unit member must contact one of the above not later than 6:00 a.m. in 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 the County Schools' Human Resources Office or his/her immediate supervisor to secure a substitute, if a substitute is required for the remainder of that day.

9.1.6 A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.

9.1.7 A unit member requesting more than one (1) day of leave and not returning at the scheduled time shall be charged differential pay if a substitute is secured.

9.2 Personal Necessity Leave

9.2.1 Leave which is credited under 9.1.1 (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.

9.2.2 Personal necessity shall be limited to: (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, 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) adoption and birthing; or (e) other personal necessities. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. Prior

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

9.2.2.1 An immediate family member shall be limited to spouse, 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 of the unit member, or any relative living in the immediate household of the unit member, or other significant persons, upon prior approval by the unit member's immediate supervisor or designee.

9.2.2.2 Under all circumstances, a unit member shall verify to the satisfaction of the County that the personal necessity leave was used only for purposes as set forth in 9.2.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

9.3 Personal Business Leave

9.3.1 Unit members may use up to, but not to exceed, two (2) of the seven (7) annual personal necessity days for personal business each contract year. Determination of what constitutes personal business for a given individual shall be the responsibility of the unit member. A request for personal business leave must be submitted to the Human Resources Office in writing prior to the requested leave date(s). Five (5) unit members may use personal business leave on the same day. Requests for personal business shall be granted in the order received by the Human Resources Office. 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 two (2) days in total for the contract year, shall be submitted by the unit member in writing to the unit member's supervisor. The written 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 the Human Resources Office. The Human Resources Office 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.

9.4 Bereavement Leave

9.4.1 Unit members shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence, if travel of 300 miles or more is required, without loss of salary on account of the death of any member of his immediate family. Additional days may be added pursuant to Section 9.2.2 of the Agreement.

9.4.2 For purposes of this provision, an immediate family member shall be limited to spouse, mother, father, 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 and other persons as approved by the unit member's immediate supervisor or designee.

9.5 Leave for Pregnancy Disability

9.5.1 Unit members are entitled to use sick leave as set forth in 9.1.1 and 9.1.2 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, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the County may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the County.

9.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in 9.1.1 and 9.1.2 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; however, the County may require a verification of the disability through a physical examination of the unit member by a physician appointed by the County. All costs incidental to such examination, including travel, shall be borne by the County.

9.6 Leave Without Pay for Child Bearing Preparation and Child Rearing

9.6.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing, child rearing, or adoption.

9.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances 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.

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

9.6.4 The duration of such leave shall consist of no more than twelve (12) consecutive months or one (1) full semester after the birth of the child, whichever is less. An additional twelve (12) months may be granted upon request.

9.6.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing preparation leave or leave for child rearing.

9.6.6 There shall not be a diminution of employment status for child bearing or child rearing 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.

9.6.7 If a unit member is on leave for child bearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the County will assign the unit member to a position as soon as practicable.

9.7 Industrial Accident Leave

9.7.1 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.

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

9.7.3 The County has the right to have the unit member examined by a physician designated by the County 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 County.

9.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the County any wage loss benefit check from the Inland Empire Schools Insurance Authority insurance fund 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 County any wage loss disability, indemnity check received on account of the industrial accident, or illness as provided above, the County shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

9.8 Jury Duty Leave

9.8.1 Unit members will be provided with leave for regularly called jury duty. The unit member, while serving jury duty, will be docked beginning with the second day of service in the amount paid to the unit member for jury service. 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.

9.8.2 Unit members who are informed of their non-selection for jury duty prior to 12 Noon shall return to their respective assignment for the remainder of the workday.

9.9 Judicial Leave

9.9.1 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.

9.9.2 Unit member shall notify his/her immediate supervisor prior to the beginning date of the leave as a witness.

9.10 In-Service Leave

9.10.1 The County 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 the County Human Resources Office.

9.10.2 Application for such leave shall be made to the unit member's immediate supervisor.

9.11 Legislative Leave

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

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

9.12 Other Leaves Without Pay

9.12.1 Upon approval by the Superintendent or designee, leave without compensation, increment, seniority or tenure 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.

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

9.13 Military Leave

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

9.14 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.

9.15 FMLA (Family Medical Leave Act)

Unit members may be eligible for unpaid leave under the FMLA (Family Medical Leave Act) in accordance with applicable law.

Article 10: ASSOCIATION RIGHTS

10.1 All Association business, discussions and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 5 herein,

and will be conducted in places other than County property, except when: (a) an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 5 herein, and (c) the Association agrees to pay a reasonable fee for any expense related to unusual wear or damage.

10.2 The Association may use the County bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards and items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and (c) the Association will not post or distribute information which is unlawful subject to the immediate removal by the County of the right to post or distribute for a period of at least one (1) full semester.

10.3 The Association will exclusively receive time off from duties for the processing of grievances under Article 3 herein, for unit members who are designated as Association Representatives, subject to the following conditions: (a) by no later than thirty (30) days following the signing of this Agreement, the Association will designate in writing to the Superintendent the names of three (3) employees who work within twenty-five (25) miles of the County office, except that one (1) of these employees, at the discretion of the Association, may be from the Victorville area when processing a grievance from the “high desert area” and are to receive the time off; (b) twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and (c) that such time off shall be limited solely to representing a grievant in a conference with a management person and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.

10.4 Association Membership

10.4.1 The right of payroll deduction for payment of membership dues shall be accorded exclusively to the Association. Membership dues will automatically be deducted from every unit members monthly pay warrant as provided in Education Code section 45061. Upon written request to the County, a unit member may elect to make payments directly to the

Association. Membership dues, upon formal written request from the Association to the County, shall be increased or decreased without resolicitation and authorization from unit members.

10.4.2 Any unit member who wishes to become a member of the Association shall complete and deliver to the Association a membership enrollment form. The county shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who join after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

10.5 Fair Share

10.5.1 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a fee payer and have deducted a fee in an amount equal to membership dues in the same manner as required for the payment of membership dues.

10.5.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- Child Assistance Fund
- Foundation to Assist California Teachers
- Christa McAuliffe Institute for Educational Pioneering
- Martin Luther King, Jr. Memorial Scholarship Fund

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to the appropriate charity as described above. Such payment shall be made on or before June 30 of each school year.

10.5.3. Proof of payment shall be made on an annual basis to the Association as a condition of continued exemption from the payment of their Fair Share. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom the payment-in-lieu of the service fee has been made. No in-kind services may be

received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before June 30 of each school year.

10.5.4 Any unit member making payments as set forth in sections 10.5.1, 10.5.2 and 10.5.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

10.5.5 With respect to all sums deducted by the County pursuant to sections above, whether for membership dues or agency fee, the County agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

10.5.6 The Association and County agree to furnish to each other any information needed to fulfill provisions of the Article.

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

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

10.8 Names and site locations of all unit members will be provided without cost to the Association no later than October 1 of each school year.

10.9 An Association representative shall be provided an opportunity to discuss this agreement for 30 minutes at the orientation meetings for unit members. Additional time may be granted by mutual agreement.

10.10 The Association president shall receive the equivalent of ninety (90) days of release time for legitimate Association activities. Upon mutual agreement with the County Superintendent or designee, additional days may be utilized. Leave must be taken in half or full-day increments with 48-hour notice and must be used for Association business. The Association president may delegate days to an officer of the Association by notifying the County of this assignment.

Article 11: SAFETY CONDITIONS

11.1 Upon request from the unit member, the County will investigate reports of students who suffer from contagious or infectious disease. If, upon investigation by competent medical authority, the student is found to suffer from a disease that would constitute a threat to the safety of a unit member, the County will take action as soon as possible to remedy the problem without loss of compensation to the unit member.

11.2 The unit member has a responsibility to refer any student who exhibits belligerent behavior to the principal and immediate supervisor.

11.3 The County Superintendent of Schools will reimburse unit members up to \$500.00 per year for the repair cost or replacement of glasses, contact lenses, dentures, and hearing aids not covered by insurance. Reimbursement up to \$50.00 per item will be made for personal clothing damaged on the job and in the line of duty. Also included is uninsured 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. Payments will be made according to procedures established by the Business Office.

11.4 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal and immediate supervisor. The unit member shall, in addition, make sure that each incident of assault is reported to the police.

11.5 As used in this Article, "in connection with their employment" shall include any voluntary activities (such as field trips) provided that the proper procedures and permission were approved prior to the voluntary activity.

11.6 Telephones and/or other communication devices shall be installed in classrooms for emergencies subject to approval of the immediate supervisor and the District in which the classroom is located. First consideration shall be given to isolated classrooms. Communication devices in other classes shall be considered by the County on an individual basis when brought to the County's attention by the unit member.

11.7 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.

11.8 Where practicable, all classes that are staffed by a full-time teacher and a full-time instructional aide shall not operate without qualified substitutes in the event of the absence of either teacher or instructional aide. Priority of substitute assignments shall be given to high-risk classrooms.

11.9 Unit members who are transferred to a new location during their contract year shall be given two minimum workdays, or at the option of the County, one substitute day for purposes of packing and unpacking their classroom materials and supplies. Upon agreement of the unit member and immediate supervisor, a unit member may work and be paid the equivalent substitute daily rate for unpacking their room during a non-work day. Upon request, the immediate supervisor may grant one additional substitute day. Unit members who are required to move to a new location on the same site may be given two minimum workdays or substitute time as indicated above.

11.10 The County will attempt to adjust the working hours of instructional aides to ensure the maximum amount of coverage possible in classrooms when students are present.

11.11 Prior notice of incoming students will be provided to affected unit members when administratively practicable.

11.12 During the 2001-02 school year, the parties herein negotiated the impact of requiring all employees to wear identification badges, effective July 1, 2002. The purpose of this requirement is for safety reasons and helps the organization, other districts and agencies identify SBCTA collective bargaining members by wearing or having a standard badge on their person daily. The badge must be made visible upon request. The County will provide the badge without cost to the employee. Both parties recognize that any consistent and/or willful refusal to wear or present the badge by the employee upon request will result in progressive disciplinary action as outlined in Article 14 of the collective bargaining agreement between the County Superintendent and the Association.

Article 12: SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 13: CONCERTED ACTIVITIES

13.1 It is agreed and understood that 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 County during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

13.2 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 County 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 14: PROGRESSIVE DISCIPLINE

14.1 Progressive Discipline

The County believes in progressive discipline. It is acknowledged that a verbal warning, where feasible, will precede a written warning. Subsequent discipline, in increasing levels of intensity, may be administered if the unit member has not appropriately responded to earlier interventions. Serious infractions may require the organization to implement immediate discipline at a higher level. The County supports the right of the Association to represent unit members and will inform unit members as to this right.

14.2 Intermediate Sanctions

The County 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:

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

7. Willfully falsifying any information provided to the County.

14.3 Employees' Rights

14.3.1 Notification Except as provided in paragraph 14.3.2 below, prior written notice of suspension without pay, shall be provided 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 14.3.3 below.

14.3.2 Deferral of Suspension Suspension without pay shall be deferred pending exhaustion of the administrative appeal as provided in paragraph 14.3.3 below, except in circumstances where the County 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 14.3.1 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.

14.3.3 Right of Appeal Any unit member suspended without pay shall be entitled to a hearing before the County Superintendent or designee, provided the unit member files a written request (registered mail suggested) for hearing to the County 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 County Superintendent shall act upon the recommendation of the County in the notice.

14.3.4 Hearing Upon receipt by the County Superintendent's Office of a timely filed request for hearing, the County Superintendent or designee shall schedule a hearing which shall not be less than five (5) calendar days after 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 County 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.

14.3.5 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 his/her request regarding such satisfactory performance.

14.4 Effect of Section

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

14.4.2 The County reserves the right to impose, at any time, other forms of disciplinary action against a unit member which is not covered by this article including, but not limited to, oral and written reprimands and suspension pursuant to the Education Code.

Article 15: TESTING FOR REASONABLE SUSPICION

(Drugs and Alcohol)

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

15.2 The County 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.

15.3 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.

15.4 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 County.

15.5 The laboratory selected to conduct the testing and the type of testing conducted shall be mutually agreed upon by the County and SBCTA to meet appropriate testing and professional standards.

15.6 The Human Resources Office 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 County property or during work hours.

15.7 “Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonable person to suspect that a unit member is under the influence of drugs or alcohol so that the unit member’s ability to perform the functions of the job is impaired or so that the unit member’s ability to perform his/her job safely is reduced. Such facts may include characteristics of the employee’s appearance, behavior, mannerisms, speech, or body odors. Examples may include:

1. Inability to perform work properly,
2. Behavior creating a safety hazard,
3. Difficulties walking or standing, problems with dexterity,
4. Belligerent or violent behavior or wide mood swings,
5. Excessive unauthorized absenteeism,
6. Any conduct which constitutes a significant change from the individual’s usual behavior, or which indicates impairment of sound judgment,
7. Glazed/fixed stare,
8. Abnormally dilated or constricted pupils,
9. Glassy or bloodshot eyes,
10. Unusual odor of breath or skin,
11. Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use of trafficking and/or distribution.

15.8 Reasonable suspicion must be based on short-term indicators. Supervision shall not rely only on long-term signs such as a history of absences or tardiness.

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

15.10 A positive result from a drug and/or alcohol test may result in a disciplinary action up to and including dismissal.

15.11 At the discretion of the county, 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 16: PEER ASSISTANCE AND REVIEW

16.1 JOINT PANEL

16.1.1 Joint Panel Composition and Selection

The PAR program 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 (County) as follows: three administrators selected by the County Office and four 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.

16.1.2 Joint Panel Duties and Responsibilities

The Joint Panel shall:

- Administer the PAR program.
- 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 PAR program.
- Meet with Consulting Teachers periodically to review assistance plans for Participating Teachers.
- Receive progress updates from Consulting Teacher.
- Collaborate, as appropriate, with other teacher support programs.
- Oversee training of Consulting Teachers.
- Generally meet within the panel's workday. Compensation for the Joint Panel shall be decided by consensus.
- Develop program budget subject to Superintendent's approval.

- Evaluate Consulting Teachers and their documentation.
- Monitor the progress of Mandatory Teacher Participant including making the decision regarding the success of the intervention and so advising the Superintendent.
- Evaluate annually the impact of the County’s Peer Assistance and Review program in order to improve the program.
- Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest
- Support non-mandatory participating teachers as needed.

16.1.3 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 Superintendent 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 Superintendent, 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 “sustained” assistance.

16.2 CONSULTING TEACHERS

A Consulting Teacher shall be a permanent certificated teacher who provides assistance to a Participating Teacher enrolled in the PAR program.

16.2.1 Consulting Teacher Selection

Consulting Teachers shall:

- Possess a clear California teaching credential.

- Have successfully taught for SBCSS for three (3) of the last five (5) years spending at least 60% of a full-time position providing instruction to students.
- 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.

Consulting Teachers 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 Consulting Teacher.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Consulting Teachers shall be selected by a consensus vote of the Joint Panel after interview and/or classroom observation.

16.2.2 Duties and Responsibilities

Consulting Teachers 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 PAR program strongly encourages a cooperative relationship among the Consulting Teacher, administrator, and the Participating Teacher with respect to the process of peer assistance and review.

The Consulting Teacher may:

- Contact the Participating Teacher to discuss the PAR program.
- Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
- Meet as needed for observations/discussions with each Participating Teacher.
- Conduct model lessons, staff development and seek appropriate resources as needed.
- Participate in meetings with other Consulting Teachers.
- Maintain a written log of contacts and specific support given to each Participating Teacher.

- Document all observations, visitations and meetings.
- Submit periodic written reports and discuss them with the Participating Teacher.
- Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Mandatory Teacher Participation is satisfactory.
- Submit the final recommendation to the Mandatory Teacher Participant and receive his or her signature to verify delivery and receipt.
- Submit the final recommendation to the Joint Panel.
- Participate in an annual review of the program with the Joint Panel.

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

16.2.3 Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Participating Teacher at least mid-year. The final report will be submitted to the Joint Panel at least 30 calendar days before the end of the Participating Teacher's school year.

The Participating Teacher may respond in writing to the Consulting Teacher's Report.

All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

16.3 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.

16.3.1 Non-Permanent Status Teacher Participants

The purpose of participating in the assistance component of the PAR program is to support all Probationary 1 and Probationary 2 teachers, and other Non-Permanent Status 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.

Non-Permanent Status Teachers shall be served on a priority basis determined by County needs; therefore, such service may be considered by the Joint Panel upon request from the teacher or an administrator.

16.3.2 Volunteer Teacher Participants

The purpose of voluntary participation in the PAR program 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 Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance and that the Consulting Teacher 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 Participate may terminate his/her participation in the PAR program 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 Consulting Teacher 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, the evaluator or the Joint Panel.

In the event a Voluntary Teacher Participant receives an overall “unsatisfactory” final evaluation as provided in the evaluation article of the Collective Bargaining Agreement, he/she will immediately be reassigned to the Mandatory Teacher Participant category.

16.3.3 Mandatory Teacher Participants

The purpose of participation in the PAR program 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. This component of the program shall provide assistance and review for permanent teachers. Permanent teachers shall be required to participate in the PAR program as a

result of receiving an overall “unsatisfactory” final evaluation as provided in the evaluation article of the Collective Bargaining Agreement.

The Consulting Teacher shall provide assistance to the Mandatory Teacher Participant until the Consulting Teacher concludes that the teaching performance of the Mandatory Teacher Participant is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a written recommendation to the Joint Panel. The Mandatory Teacher Participant shall have the right to submit a written response to the Consulting Teacher’s final written recommendation. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation and produces a final report.

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

This article does not expand nor diminish the unit member’s ability to grieve an evaluation pursuant to the negotiated contract between the parties.

16.3.4 Exclusions

The program shall not deal with teachers’ 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.

16.4 PROGRAM OPERATIONS

16.4.1 Confidentiality

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

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

16.4.2 Duty to Indemnity

The district shall hold harmless the members of the Joint Panel and the Consulting Teacher for any liability arising out of their participation in this program.

16.4.3 Funding

Program expenditures will be limited to the available funding allocated to the PAR Program. Not more than 5% of the funds received by the County for PAR may be expended for administrative costs.

16.5 TERMS AND CONDITIONS

16.5.1 Length of Term for Consulting Teacher

The Consulting Teacher term shall routinely be one (1) year in length.

Consulting Teachers may reapply at the end of their term for succeeding terms.

16.5.2 Compensation

The Consulting Teacher shall be compensated with an annual stipend, the amount of which is determined by the Joint Panel. Additional compensation may be authorized by the Joint Panel at an hourly per diem rate for specific duties and responsibilities assigned by the Panel.

16.6 TEACHER COACH

16.6.1 Teacher Coaches shall:

- Have successfully taught for SBCSS for two (2) of the last five (5) years spending at least 60% of the full-time position providing instruction to students,
 - 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.
- Teacher Coaches 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 Teacher Coach,
 - Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications,
 - Teacher Coaches shall be selected by a consensus vote of the Joint Panel after representatives of the Joint Panel have conducted an interview and/or a classroom observation.

16.6.2 Duties and Responsibilities

Teacher Coaches may assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The PAR program strongly

encourages a cooperative relationship among the Teacher Coach, Administrator, and the Participating Teacher with respect to the process of peer assistance and review.

The Teacher Coach may:

- Contact the Participating Teacher to discuss the PAR program,
- Conduct observations of the Participating Teacher during classroom instruction and provide specific immediate feedback,
- Meet as needed for observation/discussions with each participating teacher,
- Conduct model lessons, staff development and seek appropriate resources as needed,
- Participate in meeting with other Teacher Coaches,
- Maintain a written log of contacts and specific support given to each participating teacher,
- Document all observation, visitations and meetings.
- Participate in an annual review of the program with the Joint Panel.

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

16.6.3 Length of Term for Teacher Coaches

The Teacher Coach term shall routinely be one (1) year.

16.6.4 Compensation

The Teacher Coach shall be compensated with an annual stipend determined by the Joint Panel. Additional compensation may be authorized by the Joint Panel at an hourly per diem rate for specific duties and responsibilities assigned by the Panel.

Article 17: CITIZEN COMPLAINTS

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

17.2 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.

17.3 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 may respond based on a review of the existing record or, at his/her 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. Complaints, which are determined by the County to be unsubstantiated, shall not be placed in the unit member's personnel file.

Article 18: STATUS OF AGREEMENT

The County 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 County will support this Agreement for its term. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over County 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 County. During the term of this Agreement, the Association and the County 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 COUNTY:

Gary S. Thomas, Ed.D., Superintendent

DATE _____

FOR THE ASSOCIATION:

Doreen Ramsey, Chapter President

DATE _____

APPENDIX A - SALARY PROVISIONS

Salaries of unit members shall be paid in accordance with the Teachers' Salary Schedule established for the current year.

Effective 7/1/06, 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 their assigned calendar.

Any additional service beyond the assigned contract year required of the unit member that is comparable in hours and duties to the regular contract day shall be paid at a per diem rate. Sick leave for these days shall be earned on a pro-rata basis. During extended year/summer school or additional days beyond the contract year, current and accumulated sick leave can be used, but extended illness leave (differential pay) may not be used.

Additional service for extended year programs where hours are less than the regular contract day shall be paid at the unit member's daily hourly per diem. Sick leave shall be earned on a pro-rata basis.

SALARY SCHEDULES

Contact Human Resources for current salary schedules. Adjustments to salary schedules are determined by the May 1 calculation as noted below.

May 1 Calculation

1. Using the twelve benchmark districts (Apple Valley, Chaffey, Chino, Colton, Fontana, Ontario-Montclair, Redlands, Rialto, San Bernardino City, Upland, Victor Valley, Victor Elementary) the annualized percentage adjustments of each district shall be added together and divided by 12 (or a number which represents the districts having settled by May 1 of the current school year) 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.

Example of May 1 Calculation

- Cost of Living Adjustment Given in Current Year = 1.75%
- Average of annualized benchmark district's adjustment.

Apple Valley	2.0
Colton	2.2
Chino	3.1
Ontario-Montclair	2.0
Upland	2.0
San Bernardino City	3.3
Rialto	4.0
Redlands	1.1
Fontana	2.0
Chaffey	3.0
Victor Elementary	3.3
Victor Valley	<u>2.0</u>
	30.0 ÷ 12 = 2.5%
	(2.5 + .25 = 2.75%)

- 2.75% is compared to cost of living adjustment given in current year of 1.75%. The difference is 1%.
- 1% will be added to salary schedules retroactive to July 1.

REQUISITES FOR SALARY PAYMENT

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

1. A valid California credential for the type of service being performed, effective prior to the first day of service, which must be registered with the Human Resources Office and kept in force during the term of employment.
2. A certificate showing that the unit member is free from active tuberculosis. This certificate must be renewed every four (4) years and must be registered with the Human Resources Office.
3. An Oath of Allegiance must be completed.
4. A W-4 Withholding Tax Exemption Form must be completed.
5. Personal data required for the appropriate Retirement System must be furnished.

GENERAL PROVISIONS FOR SALARY SCHEDULE PLACEMENT

1. Unit members will be allowed experience credit, on a year-for-year basis, for each full year of contracted service rendered in public schools for initial placement on the salary schedule as follows:

Teachers, School Nurses and other unit members – ten (10) years maximum credit

State Preschool Teachers – five (5) years maximum credit

SLP Teachers – no maximum limit on credit

Non-public private schools requiring a teaching credential and receiving state funding or hospital and 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 the Human Resources Division. This language shall not be retroactive in placement or payment.

Experience credit is subject to verification. Experience verification must be received by the Human Resources Division 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 Division.

2. Unit members will be granted experience credit on a year for year basis for full time services (75% of the school work year constitutes full time service) with San Bernardino County Superintendent of Schools.

3. Units accepted for class placement are semester units, which must be beyond the B.A.; that is, earned after the B.A. Degree is granted and must be upper division courses or course work that would provide substantial assistance in our teaching program.

4. Unit members are responsible for filing with the County Superintendent of Schools, transcripts or grade cards showing completion of professional study. Salaries will be determined on the basis of records on file as of the first date of paid service, or by special arrangement with the Human Resources Office.

5. Changes in salary placement are based on course work. Unit members requesting movement on the salary schedule shall submit official transcripts to the Human Resources Office at any time during the year. Once the number of units has been verified, the unit member will have his/her 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.

6. Unit members serving on emergency credentials, preliminary credentials, or one-year non-renewable credentials, issued on a postponement of requirements basis, shall meet legal requirements for expected progress toward completion of the regular, clear credentials.

GROWTH CREDIT FOR COLUMN ADVANCEMENT

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

1. Any formal courses taken for professional growth shall be submitted for approval to the appropriate management person. Unit members shall file transcripts or official grade cards and course approval forms of all professional study completed during the year to the Human Resources Office. Column advancement on the salary schedule shall only be considered on transcripts or grade cards filed.

2. 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 appropriate management person.

3. 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, prior approval must be granted by the supervisor prior to enrollment in a class.

4. Material, school supplies or time from the contract day to complete any requirement of formal course work will be reviewed and approved on an individual basis by the immediate supervisor.

5. Units accrued by attendance at workshops or meetings in lieu of formal course work shall not be considered for column movement on the Teachers' Salary Schedule. 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.

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 Teachers' Salary Schedule, attached hereto, subject to the following conditions:

1. 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 hereinbelow, within a three (3) year period immediately prior to each respective step advancement.

2. A unit member must complete the required number of years of experience on the County Salary Schedule prior to advancement to steps 16, 19 and 22.

3. Notwithstanding paragraph (2) hereinabove, no unit member may advance more than one step each school year.

4. 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."

5. 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.

6. 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.

7. The County may require satisfactory verification of attendance at any workshop or formal course work class.

APPENDIX B - FRINGE BENEFITS

A. During the open enrollment period for the 2008-2009 fiscal year, or at the time of hire during the 2008-2009 school year, Superintendent will offer unit members represented by the Association, a choice between Kaiser Permanente group health benefits with the 2007/2008 plan design, or Blue Cross HMO Plan B through Southern California Schools Employee Benefits Association, hereinafter referred to as SCSEBA. Premiums for the medical plans stated above for eligible unit members and dependents to be paid in full by Superintendent.

B. During open enrollment or at the time of hire during the 2008-2009 fiscal year, the Superintendent will also offer unit members, represented by the Association, and their dependents the opportunity to enroll in the Blue Cross Point of Service Plan B offered through SCSEBA. Unit members shall pay for the portion of the premium that is in excess of the Blue Cross HMO Plan B premium cost. Payment from unit members shall be through payroll deduction. During the 2008-2009 fiscal year only, Superintendent will offset the out of pocket cost of the premium for unit members electing to buy Blue Cross Point of Service Plan B by one hundred dollars (\$100) per month.

C. The Superintendent will offer medical, dental and vision insurance benefits to unit members and eligible dependents, and life insurance benefits to unit members hired after June 30, 2008 who work 50% or more of full-time. Part-time unit members, hired prior to June 30, 2008, will retain eligibility at 2007/2008 fiscal year levels. (Note: Shared teaching assignments shall continue to be subject to the language under section 6.7 of the Collective Bargaining Agreement).

D. The Superintendent will offer medical, dental and vision insurance benefits to unit members and eligible dependents, and life insurance benefits to unit members hired after June 30, 2008 who work 50% up to 99% of full-time, at a pro-rated cost to the unit member for the 2008-2009 fiscal year.

E. Unit members who are eligible for a pro-rated share of medical, dental, vision and life insurance benefits paid for by Superintendent, shall participate in payroll deduction for payment of the remaining share of medical, dental, vision and life insurance benefits. Eligible unit members shall elect to participate in payroll deduction or to forego receiving medical, dental, vision and life insurance benefits paid for by Superintendent, at the time of employment. Unit members, who elect not to receive medical, dental, vision and life insurance benefits at the

time of employment, are eligible to re-consider said decision at the annual open enrollment period held by Superintendent for enrollment in medical benefit plans.

F. If an employed unit member who has elected not to have coverage of medical, dental, vision and life insurance benefits paid by Superintendent has a life event resulting in loss of insurance coverage (such as divorce or loss of spouse’s insurance coverage) outside of the timelines of the enrollment period, the unit member may notify the Human Resources Office in writing within thirty (30) days of the change and provide proof of previous insurance coverage. Members who meet this criterion may enroll for eligible coverage outside of the open enrollment period.

G. Benefits for Teachers in Needles/Trona

Effective January 1, 1999, both parties agree to participate in a Medical Reimbursement Program for unit members that have been assigned to the Needles and Trona area of the County. This SBCSS Medical Reimbursement Program would reimburse unit members for out of pocket medical expenses as outlined in the chart below.

To participate in the SBCSS Medical Reimbursement Program, eligible unit members are required to inform SBCSS if they and/or their dependents are covered under any other medical insurance programs. Unit members are required to submit evidence that they have met their annual deductible and met their maximum out-of-pocket expenses for **eligible** medical treatments (determined by SBCSS Anthem Blue Cross plans) to participate in the SBCSS Medical Reimbursement Program.

Unit members shall complete a Medical Reimbursement Packet that includes the following: Medical Reimbursement Request Form, copies of Explanation of Benefits statement(s) from Anthem Blue Cross and processed claims (paid and/or denied) by any other coordinating medical insurance provider(s) for the requested amount. Upon receipt of a completed Medical Reimbursement Request Packet SBCSS will authorize reimbursement to unit members for out-of-pocket expenses according to the chart below.

	<u>Annual Deductible</u>	<u>Out-of-Pocket Max.</u>	<u>Annual Reimbursement Max.</u>
Individual	\$250	\$500	\$5,000
Family	\$500	\$1,000	\$10,000

H. The County will make available to all interested unit members an IRC-125 Flexible Benefits program (as long as a carrier will provide same).

I. Retiree Benefits. Retirees have the option of purchasing available health and welfare benefits from the San Bernardino County Superintendent of Schools at a rate set by the benefit providers plus an administrative fee. This option must be exercised within thirty (30) days of losing active employee coverage or exhausting COBRA coverage. This option is open to retirees, their spouses and/or the surviving spouses of retired unit members.

Unit members who retire from the County after having reached age 55 and completed ten (10) consecutive years of full-time service with the County prior to such retirement, may continue to receive existing available medical insurance coverage for the unit member and spouse only until the unit member reaches age 65 or qualifies for Medicare, whichever comes first. 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 County for fifty percent (50%) of the cost of medical insurance coverage for the employee 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 County for such coverage. Should the County not receive such reimbursement by the first of the month following a covered insurance month (30 day grace period), the County may terminate such coverage immediately.

The County will accrue all costs necessary to initiate a Medicare program effective January 1 or July 1 (whichever comes first) following the completion of Division (approximately 12-18 months after the coverage process begins). Division divides the retirement system into two groups for the purposes of Medicare coverage. The first group consists of those individuals who elect not to be covered by Medicare. The second group consists of those individuals who elect to be covered, plus any unit members who were in employment prior to 4/1/86, but who became eligible for membership in S.T.R.S. after the Division date. All expenses will be calculated as of July 1 of each year and deducted from the salary calculations in subsequent years as if it were a salary schedule payment and used in fact finding or as a point of comparison of salary schedules.

Appendix C – Buy Back Days

It is the intent of both parties to break even on the Staff Development Buy Back Days and both parties agree to look at this formula in future years to ensure that it accomplishes our intent. The Staff Development Buy Back Days includes a maximum of three (3) days beyond the regular contract year. Attendance by teachers at these Staff Development days is not mandatory and no mileage will be paid. In order for a teacher to receive payment for attendance, they must attend the entire day. Attendance will be taken at the beginning and end of each Staff Development day in accordance with the Education Code requirements.

Contract Teachers will be paid a minimum of 80% of their current daily rate with the actual rate of pay determined by the formula noted below.

# of teachers attending the Staff Development Day	x		=	
	times	\$ amount received per attendee from the State	equals	REVENUE
Staff Development Day Costs	+	Indirect Costs	equals	TOTAL COST
REVENUE	-	TOTAL COST	equals	\$ AVAILABLE
\$ AVAILABLE	÷	Sum of Daily Rates of All Who Attend	equals	% of Daily Rate to be Paid