

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND THE
SAN BERNARDINO TEACHERS ASSOCIATION (SBTA)**

**Successor Agreement
September 8, 2023**

This Memorandum of Understanding is made and entered into this September 8, 2023 between the San Bernardino Unified School District, (hereinafter referred to as "District") and the San Bernardino Teachers Association (hereinafter referred to as "Association").

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

ARTICLE III - NEGOTIATING GROUND RULES

Section 6--Release Time.

The exclusive representatives shall be allowed reasonable release time for its members for the purpose of attending scheduled sessions for negotiations **and preparation**. An extension of negotiating sessions beyond the employee workday shall be by mutual consent.

ARTICLE IV - NON-DISCRIMINATION

Section 1--Non-Discrimination.

Neither the District nor the Association shall discriminate against any employee on the basis of race, color, religion, sex, national origin, handicap (mental or physical), age, marital status, sexual orientation (as provided by state and federal law), **gender identity or expression**, nor engage in any form of sexual harassment, nor on the basis of membership or lack of membership in an employee organization, nor for participation in lawful employee organization activities, or refraining from participating in employee organization activities.

ARTICLE XI - WAGES

Section 1-

For the 2023-2024 school year:

A 6% increase effective July 1, 2023 shall be applied to all Appendices A, C, D, E, and F.

Section 2--Extra-Duty Pay.

For the 2023-2024 school year:

A 6% increase effective July 1, 2023 shall be applied for all positions

Add the following stipends to Appendix C – HIGH SCHOOL ATHLETICS

Sideline Cheer Coach
Assistant Sideline Cheer Coach
Competitive Cheer Coach
Assistant Competitive Cheer Coach
Flag Football Coach
Assistant Flag Football Coach
E-Sports Coach
Assistant E-Sports Coach

Add the following stipends to Appendix C – OTHER HIGH SCHOOL EXTRA DUTY ASSIGNMENTS

Link Crew (ASB Rate)
Journalism (media/communications) – (ASB Rate)

Add the following stipends to Appendix C – MIDDLE SCHOOL ATHLETICS

Middle School Lead Athletic Director (ASB High School Rate)

Add the following stipends to Appendix C – ALT./CONTINUATION/MIDDLE COLLEGE ATHLETICS

Basketball (SAHS, SHS) – (Middle School Coach Rate)
Softball (SAHS, SHS) – (Middle School Coach Rate)
Volleyball (SAHS, SHS) – (Middle School Coach Rate)
Soccer (SAHS, SHS) – (Middle School Coach Rate)
Intramural Director (SAHS, SHS) – (Middle School Coach Rate)
ASB Advisor (SAHS, SHS, MCHS) – (Middle School Coach Rate)

Add the following stipends to Appendix C - OTHER ALT./CONTINUATION/MCHS EXTRA DUTY ASSIGNMENTS

Yearbook Advisor (SAHS, SHS, MCHS) – (Middle School Rate)

Add the following stipends to Appendix C – ELEMENTARY SCHOOL

Elementary Intramural Sports Director (Middle School Intramural Director Rate)
Elementary Intramural Sports Coach per Sport (\$1200)

Section 7--Regularly Scheduled Part-Time, Summer School/Attendance Recovery, and Intersession Rates.

- A. **\$45.89** per hour when teaching classes in the summer school program.
- B. **\$45.89** per hour when teaching classes where attendance is taken, and the unit member issues credit and grades for student work.

- C. **\$45.89** per hour when supervising students or professional assignments, including curriculum writing and mandated in-service training.
- D. **\$45.89** per hour when attending in-service training, except when the unit member accepts a stipend to attend in-service training program.

Section 11--High School Secondary Departmental Chairpersons/Smaller Learning Community Team Leaders.

Pathway Leads and AVID Coordinators (High School Only)5% of Column A, Step 2

- F. When assigned by the principal or designee to serve as an emergency substitute during their conference period, unit members shall be paid, after the second (2nd) such assignment **Forty Five dollars and Eighty Nine cents (\$45.89)** per period up to eighty-seven (87) minutes and **Seventy dollars (\$70.00)** per block scheduled period of eighty-eight (88) minutes or more-
- J. **Classroom Special Education Stipend:**
In an effort to promote recruitment and retention, Special Education teachers in Mild/Mod, Mod/Severe, Emotionally Disturbed and Preschool SDC classes with student rosters shall receive an annual stipend of-two thousand dollars (\$2,000.00).

Section 16--Middle School Departmental Chairpersons, AVID Coordinators, and Team Leaders.

Middle School departmental chairpersons, AVID coordinators, and team leaders shall be paid **three percent (3%)** of column A, Step 2 for the extra duties and responsibilities of the position.

Section 18--Elementary Combination Classes.

1. Elementary classroom teachers who teach in combination classes shall be paid a base salary that is equal to **five (5)** per diems above the base pay set forth in Section 1 of Article XI.
2. **To the extent possible, the District** shall not assign combination classes **to probationary teachers.**
3. **No unit member shall be assigned combination classes for more than two (2) consecutive years, unless a staff member volunteers for the assignment.**

ARTICLE XIII - RETIREE HEALTH INSURANCE

Section 1--Program.

During the term of this Agreement, the District shall provide group health insurance benefits to unit members who retire following not less than fifteen (15) years of **cumulative** full-time District employment, **with an allowance of a one-time break in service that shall not exceed a period of 39-months.**

ARTICLE XIV - HOURS OF EMPLOYMENT

Section 6—Professional Duties.

Evening Activities

- A. All teachers shall attend the Back-to-School Night **and** Open House at their respective schools. The site administrator may substitute another evening activity for either Back-to-School Night or Open House, (i.e. graduation). Teachers volunteering for sponsorship of pupil organizations shall be exempted from evening activities other than those assignments listed above. Other evening and/or afternoon supervisory activities shall be voluntary unless there is not a sufficient number of volunteers, in which case the District, or site administrator, shall make required assignments; in making such assignments, every effort shall be made to do so on the basis of an equitable rotation.

Supervision Duties

- B. Supervision duties are defined as supervisions, which are before school, during recess, and after school. In assigning supervision duties, the District, or site administrator shall make every effort to rotate equitably.**

Adjunctive Duties

- C. Adjunctive duties are defined as **responsibilities**, which are outside the regular workday or during an employee's non-work time. In assigning adjunctive duties, the District, or site administrator, shall make every effort to do so equitably, no more than **three (3)** adjunctive duties shall be assigned to secondary members and no more than **two (2)** adjunctive duties shall be assigned to elementary members.

New Section 14--Collaboration Day Professional Development Program

- A. All District schools shall participate in a Collaboration Day Professional Development Program.

Adult Education, San Andreas, Sierra, Anderson, Harmon, Community Day School, Middle College High School, and district preschools shall be exempt from the modified day portion of this MOU. The above-mentioned exempt schools shall comply with sections D-J.

Collaboration days shall not be scheduled during those weeks when a District minimum day is scheduled or when the first student report day in a school year occurs on a Collaboration Day.

During collaboration days, the certificated staff shall participate in professional development, which may include teacher planning, collaboration, and preparation in order to accomplish any and/or all of the following objectives:

1. Development and implementation of the Single Plan for Student Achievement (SPSA);

2. Analysis of student achievement data to inform and improve instruction; and
3. Integration of professional development concepts into the instructional and/or school program including, but not limited to: Rigorous Curriculum Design, planning and implementation of Common Core State Standards, integration of technology as required by State Standards, and the impact of the Local Control Accountability Plan and the Community Engagement Plan.

This time shall not be used as individual conference/preparation time and the time shall not exceed ninety (90) minutes for the elementary level and ninety (90) minutes for the secondary level. At the elementary **and secondary** level, time in the workday beyond the maximum minutes established herein shall be available to the unit members to apply and/or extend the concepts covered during current and/or prior collaboration day activities at the discretion of the Professional Development Team.

The District in collaboration with the Association shall oversee one collaboration day per month.

- B. **Appendix H** shall reflect the work day for unit members and the student instruction day for regular work days, collaboration days, minimum days, and exam days. The contractual minutes per week shall not exceed the number of contractual minutes worked in a regular workweek. This excludes any adjunctive duties assigned to staff.
- C. The District will agree to require no more than one (1) mandatory meeting per month outside the regular workday **as per Article XIV, Section 3C of the CBA**. For Community Day School, the District will agree to require no more than one (1) mandatory meeting per week outside the regular workday **as per Article XIV, Section 3C of the CBA**.
- L. Should a problem or conflict arise as a result of this language the parties shall meet to resolve the issues.

ARTICLE XV - CLASS SIZE

Section 2--Secondary.

Maximum/Classroom

A. Middle Schools:

Within twenty (20) school days after the beginning of each semester, class size maximums will be:

(1) Social Studies, Mathematics, Science, Language Arts, Foreign Language, **ELD**, Student Government.....35

(2) Electives:

a. Art, Computer Science, Publications, Study Skills, Computer Drawing, etc. 36

b. Music:

Choral.....60

Instrumental.....60

c. Physical Education.....50

B. High Schools:

Within twenty-five (25) school days after the beginning of the first semester and twenty (20) school days after the beginning of the second semester, class size maximums will be:

(1) Social Studies, English, Science, Mathematics, Foreign Language, Business	36
(2) Career Technical Education (CTE), Pathways.....	32
(3) Physical Education.....	55
(4) Music.....	90
(5) Driver Education.	32
(6) Student Government	36

Student enrollment should not exceed the number of workstations for activity or lab classes, or available seating capacity in regular classes.

Section 3--Counselors

- A. Counselor's load shall not exceed three hundred and seventy-five (375) students for each full-time counselor, **excluding special counselors.**

Within twenty (20) days after the beginning of each semester, class enrollments will not exceed the maximums indicated without the written approval of the **counselor** involved.

Section 4--Special Education

- A. To the extent possible, the District shall maintain the following District-wide Special Education class sizes. These class sizes refer to the caseload for the unit member.

Elementary Mild/Moderate	14
Secondary Mild/Moderate.....	18
Elementary Deaf and Hard of Hearing	7
Secondary Deaf and Hard of Hearing.....	10
Emotionally Disturbed.....	10
Early Start Special Education.....	14
Preschool Special Education.....	10
Elementary Moderate/Severe.....	12
Secondary Moderate/Severe	12

The **caseload** established in Section 4A shall be maximum and may not be exceeded by more than **two (2)** students. Any Special Education teacher who has one (1) to **two (2)** students over maximum shall be paid **twenty-five dollars (\$25)** per student per day.

- C. The District **caseload** for speech therapists shall not exceed fifty-five (55) for 186-day work year.

ARTICLE XIX - TRANSFER

Section 3 - Voluntary Transfers.

- F. Voluntary transfers are implemented at the next instructional break; e.g., semester, parent conference, track change, winter recess, or spring recess, **unless the transfer would cause an undue disruption to student learning in which case the District will decide the best time for transfer.**

ARTICLE XX - LEAVES

Section 5--Bereavement Leave.

Unit members shall be entitled to **four (4)** days of bereavement leave or **seven (7)** days if travel out of state for more than 200 miles for grieving with family without loss of pay or deduction from other available leaves in the event of a death of a member of the unit member's immediate family. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, aunt, uncle, cousin, nieces and nephews, stillborn child, miscarriage or any person living in the immediate household of the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

Bereavement leave shall be used within 90 calendar days from the death of the unit member's immediate family. The unit member shall fill out the reason for the bereavement leave under this section on the District Certificated Application for Leave (HR-115) form. Upon return to work, the employee shall provide one of the following supporting documents within ten (10) work days. This documentation must include the name of the deceased, or relationship to the member in the form of the following: obituary, prayer card, funeral program, death certificate, cremation documentation, newspaper article, coroner's report, doctor's note, etc.

New Section 18--Parental/Child Bonding Leave.

Parental/Child Bonding leave is limited to the first year after the birth, adoption, foster care, and/or non-parental guardian placement. The unit member is entitled to one (1) twelve (12) work week period of parental leave within twelve (12) months of the birth adoption, foster care, and/or non-parental guardian placement. Unit members must meet eligibility requirements outlined by the California Family Rights Act (AB 2393) including that the unit member shall have worked for the District for at least 12 months. The leave may be used intermittently in two-week increments, with prior written notice, on an approved HR leave form. A unit member may be granted a request for a leave of less than two (2) weeks duration on any two (2) occasions. Unit members must exhaust all available sick leave to access differential pay.

ARTICLE XXVIII - TERM OF AGREEMENT

Section 1--Duration.

Except as otherwise provided herein and in Article XXVIII, Section 2, this Agreement shall remain in full force and effect from **July 1, 2023** through **June 30, 2026**. The District and the Association shall reopen negotiations in accordance with Article XXVIII, Section 2, no later than April 1, 2026. **Within 30 days of the enactment of the 2024-2025 and 2025-2026 state budget the district and the association shall reopen Article XI Wages.**

APPENDIX “F”
San Bernardino City USD
Salary Schedule for Permit Teachers

Effective July 1, 2022 (7% Increase)						
S T E P	A Below 75 Units	B 75 Units	C 90 Units	D 105 Units	E Bachelor’s Degree	F Master’s Degree
1	178.48	192.61	206.72	220.74	337.76	353.24
2	186.72	200.84	214.95	228.96	337.76	368.70
3	194.93	209.56	223.12	240.57	353.24	384.16
4	203.17	217.21	231.39	245.44	368.70	399.66
5	211.35	225.41	239.52	253.69	384.17	415.12
6					384.17	430.66
7					384.17	446.00
8					384.17	461.54
9					384.17	476.98
10					384.17	492.45
11					384.17	507.92
12					384.17	523.41
13					384.17	538.85
14					384.17	554.35
21	216.63	231.05	245.51	260.03	393.77	568.21
25	222.05	236.83	251.65	266.53	403.61	582.42

Experience Credit – Up to five (5) years credit, within fifteen (15) years prior to employment, for teaching in public schools, preschools, or schools of equivalent status.

Educational Credit – Semester Hours from an accredited college or university

APPENDIX H

**San Bernardino City Unified School District
Collaboration Day Professional Development Program Schedule**

A. School Schedules

Elementary Schools

	Regular Day	Collaboration Day	Minimum Day
Students	8:50* - 3:30	8:50* - 1:00	8:50* - 1:00
Teachers	8:25 - 3:45	8:25 - 3:45	8:25 - 1:15
<p>Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period. <u>During inclement weather or emergencies classroom teachers shall be available to supervise students in their classrooms. Site leaders will collaborate with the leadership team annually to establish site protocols for inclement weather in alignment with District Safety Office recommendations.</u></p> <p>Regular days shall include a forty-five (45) minute lunch and two (2) ten-minute recesses (a.m. and p.m.). Schools may elect to incorporate one (1) twenty-minute recess with a majority vote by the bargaining members at the school site. Minimum and Collaboration days will include a thirty-minute lunch and one (1) ten-minute recess (a.m.).</p> <p>*Classes begin at 8:50 a.m.</p>			

Middle School

	Regular Day	Collaboration Day	Minimum Day
Students	8:00 - 2:31	9:45 - 2:35	8:00 - 12:30
Teachers	7:50 - 2:55	7:50 - 2:55	7:50 - 12:45
<p>Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period. Staff assigned to p.m. duty shall remain at duty fifteen (15) minutes after the end of the last class period.</p> <p>Regular days shall include a thirty (30) minute lunch.</p>			

High Schools

	Regular Day	Collaboration Day	Minimum/Exam Day*
Students	8:30 - 3:35	9:45 - 2:50	8:30 - 1:20
Teachers	8:20 - 3:50	7:40 - 3:15	8:20 - 1:35
Regular days shall include a thirty-five (35) minute lunch.			

* Including student lunch

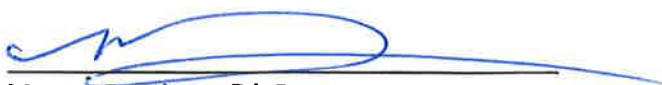
San Andreas & Sierra High School

	Regular Day	Collaboration Day	Minimum Day
AM – Students	8:30 - 12:45	8:30 - 11:45	8:30 - 11:45
AM – Teachers	8:10 - 3:35	8:10 - 3:35	8:15 - 1:30
PM – Students	12:50 - 5:05	1:50 - 5:05	11:50 - 3:05
PM – Teachers	9:55 - 5:20	9:55 - 5:20	9:55 - 3:10
Regular days shall include a thirty-five (35) minute lunch.			

The parties tentatively agreed to the terms of this MOU on the 8th day of September, 2023.

This Memorandum of Understanding will be effective July 1, 2023.

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**



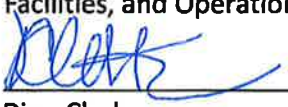
Marcus Funchess, Ed. D.
Assistant Superintendent Human
Resources




Luis Chávez-Andere
Director, Employee Relations



Terry Cornick
Associate Superintendent Business,
Facilities, and Operations




Dion Clark
Director, Human Resources
Certificated



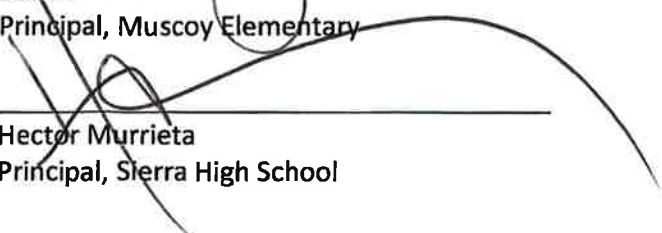
Michelle Cleveland
Director, Accountability &
Educational Technology



Trieste Huey
Director, Fiscal Services



Dana Jamison
Principal, Muscoy Elementary



Hector Murrieta
Principal, Sierra High School

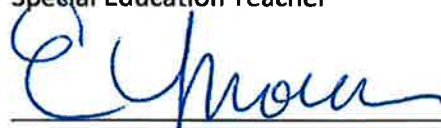
**SAN BERNARDINO
TEACHERS ASSOCIATION**



Michael Peterson
SBTA Bargaining Chair



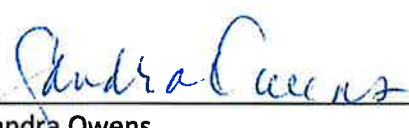
Ray Woll
Special Education Teacher



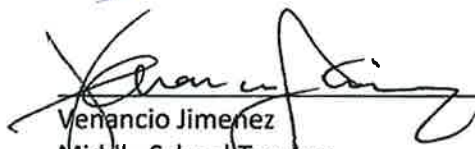
Erin Moran
High School Teacher



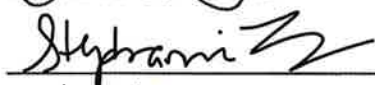
Stephanie Fletcher
Program Specialist



Sandra Owens
Elementary School Teacher



Venancio Jimenez
Middle School Teacher



Stephanie Lopez
Elementary School Teacher



Justin Arnold
SBTA Executive Director