

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO CITY  
UNIFIED SCHOOL DISTRICT AND COMMUNICATION WORKERS OF AMERICA**

**Tentative Agreement of the articles reopened for the 2022 - 2023 School Year**

**February 1, 2023**

The Memorandum of Understanding is made and entered into this 1st day of February, 2023, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "Union").

**Article VII- Unit Member Rights**

**Section 6 - Health and Benefits**

- A. Qualified unit members will receive health care according to Covered California Law and the Affordable Health Care Act.
- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014 or the prevailing state or federal requirements.
- C. If a unit member works for 90 cumulative days from the beginning of the school year, the unit member may contact the Sub-Desk to discuss the possibility of becoming a District resident which makes the unit member eligible to the District Resident benefits.

**Article XI Wages**

**Section 3 - Work Day.**

- A. The designated work day for substitutes assigned to elementary schools shall begin when the regular teaching staff arrives and end at the teachers' designated time of departure.
- B. The designated work day for substitutes assigned to secondary schools shall begin ten (10) minutes prior to the regular teaching staff arrives and end ten (10) minutes before the teachers' designated time of departure at the end of the work day.
- C. The District may at any time designate the work day for Site Resident Substitutes, District Resident Substitutes, and Long-term Substitutes at secondary schools to begin when the regular teaching staff arrives and end at the teachers' designated time of departure.
- D. Unit members shall have a duty-free lunch period of thirty (30) consecutive minutes or more which shall be set by the site administrator.
- E. Beginning July 1, 2023, unit members who work less than three and a half hours (3 ½) shall be paid half of their daily rate. If the unit member works three and a half hours (3 ½) three and a half (3 ½) or more, they are paid their full daily rate. Unit members shall not be paid more than their full daily rate on any given day unless approved by the Assistant Superintendent, Human Resources.

When a unit member picks up an assignment 90 minutes after the assignment's start time, it is the responsibility of the unit member to contact the school site to verify if the assignment is still available or has been modified. If a unit member fails to contact the site before arriving

and the assignment has been modified, the unit member has the option to accept the assignment as is, accept an alternate assignment or leave without compensation.

- F. Unit members who accept assignments after the beginning of the school day shall arrive at the school site within forty-five (45) minutes after accepting the assignment. Those unit members that are unable to arrive by set time, may call the site to extend to sixty (60) minutes.
- G. Unit members must work a minimum of (twelve) 12 days per quarter to qualify to attend professional development offerings. Days of work required for retired teachers collecting retirement benefits will be reviewed on a case-by-case basis.
- H. Unit members that decline then accept a position in the same day, more than four (4) times, will be removed/blocked from the SMARTFIND system. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five working days.
- I. Unit members must cancel by 7:30 pm prior to the day of the assignment. Unit members that cancel after that time, more than four (4) times, will be blocked from SMARTFIND. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five (5) working days.

#### **Section 4 - District Identified Minimum Days.**

Unit members who work three and a half hours (3 ½) or less will be paid half of their daily rate. If the unit member works more than three and a half hours (3 ½), they will be paid their full daily rate.

Beginning July 1, 2023, unit members who work CAPS or other before and after school programs shall receive an hourly rate of pay. The hourly rate of pay shall be determined by dividing the daily salary rate by seven.

#### **Section 5 - Preparation/Conference Period for Long-term Substitutes.**

- A. Long-term teachers are to remain on campus during any Preparation/Conference periods.
- B. Long-term substitutes shall be entitled to a preparation/conference period based on the following conditions:
  - (1) The preparation/conference period is available in the position to which they are assigned; and
  - (2) The long-term is being required by the site administrator to prepare grades, attend meetings and/or in-services, prepare lesson plans, and/or conference with parents, and
  - (3) The onsite day-to-day substitutes are available to cover other classes as necessary during the long-term preparation/conference period.
- C. Conference periods shall be used by the long-term substitute for grading or preparing grades, attending meetings and/or in-services, preparing lesson plans, and/or conferencing with parents.
- D. Long-term who meet all of the conditions listed in "B" above and are required by the Principal or designee to teach during their preparation/conference period after the twentieth

(20th) day of a long-term assignment shall be compensated at \$20.00 per period, effective after the twentieth (20th) day, and after the third (3rd) occasion, in that same long-term assignment. No preparation/conference period served under this section shall be retroactive for credit or pay to the first day of assignment.

- E. The District will make every effort to limit the utilization of substitutes to cover during their preparation/conference period.

### **Section 6 - Work Day Provisions**

The District may disallow unit members' access to SmartFind up to thirty (30) minutes prior to the students' start time.

### **Section 7 - Teacher Development Program**

Resident Substitutes that have graduated from an SBCUSD high school, or CSU San Bernardino graduates who live within the boundaries of the District, may be eligible apply to the Teacher Development Program, for the purpose of completing internship eligibility through their university; courses for the purpose of obtaining internship eligibility through their university, to prepare them for high demand, teaching positions within the district. The unit member may be eligible for reimbursement for up to twelve (12) units. The resident sub may be eligible for reimbursement for RICA and CSET assessments for up to one (1) time. Requests for reimbursement of tuition costs must be approved in advance by the Assistant Superintendent of Human Resources or designee.

In addition, applicants shall submit a description of the course(s) content and its applicability to an approved program of studies leading to a California teaching credential. Tuition for upper-division classes shall be limited to the amount charged by the California State University System. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" or better and verification of grade(s) and costs. The decision of the Assistant Superintendent or designee, shall be final and binding, and shall not be subject to the grievance procedure set forth in Article X.

### **Section 8 - Virtual Learning**

The District shall provide, when requested by CWA members, with the devices and materials needed to deliver instruction while providing virtual learning.

### **Section 9 - Mileage**

Beginning July 1, 2023, in the event that the District needs to move a substitute from one site to another site after they have arrived at their assignment for the day, the substitute is entitled to mileage pay, at the current District rate, for the distance from the site they were originally assigned to the site they are being moved to. The substitute will be responsible for tracking and submitting mileage reimbursement documents.

**San Bernardino City Unified School District**  
**Substitute Teacher Daily Rates**  
**Appendix A**

**Effective July 1, 2022**

<u><b>Classification</b></u>	<u><b>3.5 Hours or more</b></u>	<u><b>Less than 3.5 hours</b></u>
<b>Day to Day/Rovers</b>	<b>\$165.38</b>	<b>\$82.69</b>
<b>Day 75 through 183</b>	<b>\$169.03</b>	<b>\$84.52</b>
<b>Long Term Substitutes</b>	<b>\$180.71</b>	<b>\$90.36</b>
<b>Day 75 through 183</b>	<b>\$183.00</b>	<b>\$92.00</b>
<u><b>District and Site Resident Substitute</b></u>		
<b>Elementary</b>	<b>\$182.29</b>	<b>\$91.14</b>
<b>Secondary</b>	<b>\$195.33</b>	<b>\$97.67</b>
<b>Retired Teachers</b>	<b>\$195.33</b>	<b>\$97.67</b>
<u><b>Child Care Workers</b></u>		
<b>Long Term Child Care Worker</b>	<b>\$128.35</b>	<b>\$64.18</b>

Unit Members who take preschool and/or Infant Toddler assignments will be paid **\$18.34** per day.

Substitutes who obtain SBCUSD Certification will be paid a **\$10.91** per day stipend for every day of service.

Certification will be awarded based on:

Three (3) consecutive years of SBCUSD substitute experience with a minimum of 120 substitute days per year or 500 substitute days within the last five (5) years.

Fifty (50) hours of certification training as identified by the District.

Ten (10) hours of certification training will be counted for substitute teachers who can demonstrate subject matter proficiency in subjects needed by District students (e.g. Bilingual, Math, Special Education).

The District and CWA shall meet twice a year to discuss the fifty (50) hour Substitute Teacher Certification Program. CWA shall have three (3) positions on the committee, appointed by the union. The purpose of the committee is to review and discuss the certification courses and make recommendations to improve the program. Topics for the certification program may include, but not be limited to CPI, PBID, instructional strategies, common core, etc.

The District and Union enter into this tentative agreement upon this 1<sup>st</sup> day of February, 2023, in San Bernardino, California, with the understanding that the changes to the contract will be effective on July 1, 2023, with the exception of the Appendix "A" that will be effective July 1, 2022.

**SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT**

**COMMUNICATIONS WORKERS  
OF AMERICA**



Marcus Funchess, Ed.D  
Assistant Superintendent



Maggie McCormack  
President, CWA Local 9588



Luis Chavez-Andere  
Director, Employee Relations



Teresa Hunter  
Area Vice President, CWA Local 9588



Carmen Okoh  
District Sub Desk



Martina Rangel Ortega  
Secretary Treasurer, CWA Local 9588



Shahista Kreuziger  
District Sub Desk



Heather Estruch  
Chief Steward, CWA Local 9588

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO CITY  
UNIFIED SCHOOL DISTRICT AND COMMUNICATION WORKERS OF AMERICA**

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The Memorandum of Understanding is made and entered into this 1st day of February, 2023, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "Union").

CWA/SBCUSD

Article VII Unit Member Rights

Section 6—Health and Benefits.

**ARTICLE VII- UNIT MEMBER RIGHTS**

**Section 6- Health and Benefits**

- A. Qualified unit members will receive health care according to Covered California Law and the Affordable Health Care Act.
- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014 or the prevailing state or federal requirements.
- C. If a unit member works for 90 consecutive ~~cumulative~~ days from the beginning of the school year, the unit member may contact the Sub-Desk to discuss the possibility of becoming a District resident (which will provide District Resident Substitute benefits, including but not limited to: health benefits, continuation of work, pay, ) which makes the unit member eligible to the District Resident benefits.
- ~~D. If a member works 90 cumulative days in the previous school year, the member will be offered medical, dental and vision. They must continue to work at least nine days per month.~~
- ~~E. If a member works 140 cumulative days in the previous school year, the member will be offered medical, dental and vision. They must continue to work at least fourteen (14) days per month.~~
- ~~F. If a member works 60-89 days in the previous school year, the member will be offered dental and vision. They must continue to work at least nine days per month.~~
- ~~G. If a member works 120 cumulative days in the previous school year, the member will be offered dental and vision. They must continue to work at least twelve (12) days per month.~~

District \_\_\_\_\_

CWA \_\_\_\_\_



CWA/SBCUSD

ARTICLE XI Wages

Section- 3- Work Day

Article XI Wages

Section 3--Work Day.

A. The designated work day for substitutes assigned to elementary schools shall begin when the regular teaching staff arrives and end at the teachers' designated time of departure.

B. The designated work day for substitutes assigned to secondary schools shall begin ten (10) minutes prior to the regular teaching staff arrives and end ten (10) minutes before the teachers' designated time of departure at the end of the work day.

C. The District may at any time designate the work day for Site Resident Substitutes, District Resident Substitutes, and Long-term Substitutes at secondary schools to begin when the regular teaching staff arrives and end at the teachers' designated time of departure.

D. Unit members shall have a duty-free lunch period of thirty (30) consecutive minutes or more which shall be set by the site administrator.

E. Beginning July 1, 2023, unit members who work less than ~~four (4) hours~~ **three and a half hours (3 ½)** shall be paid half of their daily rate. If the unit member works ~~four (4) hours~~ **three and a half hours (3 ½) three and a half (3 1/2)** or more, they are paid their full daily rate. Unit members shall not be paid more than their full daily rate on any given day unless approved by the Assistant Superintendent, Human Resources.

~~Full day pay will only apply if a unit member arrives at the site no later than 90 minutes after the start of the school day, unless otherwise~~

~~discussed.~~

~~When a unit member picks up an assignment 90 minutes after the assignment's start time, it is the responsibility of the unit member to contact the school site to verify if the assignment is still available or has been modified. If a unit member fails to contact the site before arriving and the assignment has been modified, the unit member has the option to accept the assignment as is, accept an alternate assignment or leave without compensation (except for show-up time according to law).~~

~~Sites reserve the right to modify assignments to meet the needs of the school site provided the length of assignment is not changed. If a unit member arrives at the site and the assignment is no longer available (provided it has been canceled within the allotted time) it is the responsibility of the unit member to contact the Sub-Desk for reassignment.~~

F. Unit members who accept assignments after the beginning of the school day shall arrive at the school site within forty-five (45) minutes after accepting the assignment. Those unit members that are unable to arrive by set time, may call the site to extend to sixty (60) minutes.

G. Unit members must work a minimum of (twelve) 12 days per quarter to qualify to attend professional development offerings. Days of work required for retired teachers collecting retirement benefits will be reviewed on a case-by-case basis.

H. Unit members that decline then accept a position in the same day, more than four (4) times, will be removed/blocked from the SMARTFIND system. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five working days.

I. Unit members must cancel by 7:30 pm prior to the day of the assignment. Unit members that cancel after that time, more than four (4) times, will be blocked from SMARTFIND. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five (5) working days.

#### **Section 4--District Identified Minimum Days.**

Unit members who work **three and a half hours (3 ½) or less than 3 ¾ hours** will be paid half of their daily rate. If the unit member works **more than three and a half hours (3 ½) 3 ¾ hours** ~~three and a half hours (3 ½) or more~~, they ~~are~~ **will be** paid their full daily rate.

~~Unit members who work CAPS or any other work after the completion of the unit member's original assignment: The Unit member will be paid at three and a half (3 ½) hours for two (2) hours or more and be paid at seven (7) hours for four (4) or more hours.~~

**Beginning July 1, 2023, unit members who work CAPS or other before and after school programs shall receive an hourly rate of pay. The hourly rate of pay shall be determined by dividing the daily salary rate by seven.**

#### **Section 5--Preparation/Conference Period for Long-term Substitutes.**

A. Long-term teachers are to remain on campus during any Preparation/Conference periods.

B. Long-term substitutes shall be entitled to a preparation/conference period based on the following conditions:

- (1) The preparation/conference period is available in the position to which they are assigned; and
- (2) The long-term is being required by the site administrator to prepare grades, attend meetings and/or in-services, prepare lesson plans, and/or conference with parents, and
- (3) The onsite day-to-day substitutes are available to cover other classes as necessary during the long-term preparation/conference period.

C. Conference periods shall be used by the long-term substitute for grading or preparing grades, attending meetings and/or in-services, preparing lesson plans, and/or conferencing with parents.

D. Long-term who meet all of the conditions listed in "B" above and are required by the Principal or designee to teach during their preparation/conference period after the twentieth (20th) day of a long-term assignment shall be compensated at \$20.00 per period, effective after the twentieth (20th) day, and after the third (3rd) occasion, in that same long-term assignment. No preparation/conference period served under this section shall be retroactive for credit or pay to the first day of assignment.

E. The District will make every effort to limit the utilization of substitutes to cover during their preparation/conference period.



**Section 6** Work Day Provisions.

The District may disallow unit members' access to SmartFind up to thirty (30) minutes prior to the students' start time.

**Section 7** Teacher Development Program

Resident Substitutes that have graduated from an SBCUSD high school, or CSU San Bernardino graduates who live within the boundaries of the District, may be eligible apply to the Teacher Development Program, for the purpose of completing internship eligibility through their university; courses for the purpose of obtaining internship eligibility through their university, to prepare them for high demand, teaching positions within the district. The unit member may be eligible for reimbursement for up to twelve (12) units. The resident sub may be eligible for reimbursement for RICA and CSET assessments for up to one (1) time. Requests for reimbursement of tuition costs must be approved in advance by the Assistant Superintendent of Human Resources or designee.

In addition, applicants shall submit a description of the course(s) content and its applicability to an approved program of studies leading to a California teaching credential. Tuition for upper-division classes shall be limited to the amount charged by the California State University System. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" or better and verification of grade(s) and costs. The decision of the Assistant Superintendent or designee, shall be final and binding, and shall not be subject to the grievance procedure set forth in Article X.

**Section 8: Virtual Learning**

The District shall provide, when requested by CWA members, with the devices and materials needed to deliver instruction while providing virtual learning.

**New Section**

**Section 9— Mileage**

**Beginning July 1, 2023,** in the event that the District needs to move a substitute from one site to another site after they have arrived at their assignment for the day, the substitute is entitled to mileage pay, **at the current District rate,** for the distance from the site they were originally assigned to the site they are being moved to. **The substitute will be responsible for tracking and submitting mileage reimbursement documents. Mileage cards will be signed by the Personnel Director.**

District \_\_\_\_\_

CWA \_\_\_\_\_

**San Bernardino City Unified School District**  
**Substitute Teacher Daily Rates**  
**Appendix A**

**Effective July 1, 2022**

**Classification** ~~3.5 Hours or more~~ ~~4 Hours or more~~ Less than 3.5 hours ~~4 Hours or more~~

\*need to clarify the hours

Day to Day/Rovers	<del>\$154.56</del> <del>\$200.00</del> \$165.38	<del>\$77.28</del> <del>\$100.00</del> \$82.69
Day 75 through 183	<del>\$157.97</del> <del>\$210.41</del> \$169.03	<del>\$78.99</del> <del>\$105.20</del> \$84.52
Long Term Substitutes	<del>\$168.89</del> <del>\$214.33</del> \$180.71	<del>\$84.45</del> <del>\$107.17</del> \$90.36
Day 75 through 183	<del>\$171.95</del> <del>\$217.39</del> \$183.00	<del>\$85.98</del> <del>\$108.70</del> \$92.00
Special Ed - Mod/Severe	<del>\$170.36/182.55</del> <del>\$230.00</del>	<del>\$77.28</del> <del>\$115.00</del>

**District and Site Resident Substitute**

Elementary	<del>\$170.36</del> <del>\$230.00</del> \$182.29	<del>\$85.18</del> <del>\$115.00</del> \$91.14
Secondary	<del>\$182.55</del> <del>\$242.19</del> \$195.33	<del>\$91.28</del> <del>\$121.10</del> \$97.67
Retired Teachers	<del>\$182.55</del> <del>\$242.19</del> \$195.33	<del>\$91.28</del> <del>\$121.10</del> \$97.67

<b><u>Child Care Workers</u></b>	<del>\$116.89</del> <del>\$152.00</del> \$125.07	<del>\$58.65</del> <del>\$76.00</del> \$62.67
Long Term Child Care Worker	<del>\$119.95</del> <del>\$172.00</del> \$128.35	<del>\$59.98</del> <del>\$86.00</del> \$64.18

Unit Members who take preschool and/or Infant Toddler assignments will be paid \$17.14~~\$20.00~~ \$18.34 per day.

Substitutes who obtain SBCUSD Certification will be paid a ~~\$10.20~~ \$10.91 per day stipend for every day of service.

Certification will be awarded based on:

Three (3) consecutive years of SBCUSD substitute experience with a minimum of 120 substitute days per year or 500 substitute days within the last five (5) years.

Fifty (50) hours of certification training as identified by the District.

Ten (10) hours of certification training will be counted for substitute teachers who can demonstrate subject matter proficiency in subjects needed by District students (e.g. Bilingual, Math, Special Education).

The District and CWA shall meet twice a year to discuss the fifty (50) hour Substitute Teacher Certification Program. CWA shall have three (3) positions on the committee, appointed by the union. The purpose of the committee is to review and discuss the certification courses and make recommendations to improve the program. Topics for the certification program may include, but not be limited to CPI, PBID, instructional strategies, common core, etc.

The District and Union enter into this tentative agreement upon this 1<sup>st</sup> day of February, 2023, in San Bernardino, California, with the understanding that the changes to the contract will be effective on July 1, 2023, with the exception of the Appendix "A" that will be effective July 1, 2022.

**SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT**



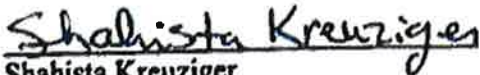
Marcus Funchess, Ed.D  
Assistant Superintendent



Luis Chavez-Anders  
Director, Employee Relations

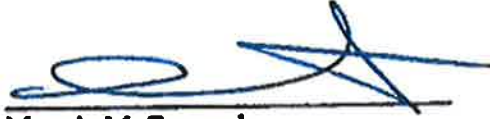


Carmen Okoh  
District Sub Desk



Shahista Kreuziger  
District Sub Desk

**COMMUNICATIONS WORKERS  
OF AMERICA**



Maggie McCormack  
President, CWA Local 9588



Teresa Hunter  
Area Vice President, CWA Local 9588



Martina Rangel Ortega  
Secretary Treasurer, CWA Local 9588



Heather Estruch  
Chief Steward, CWA Local 9588

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT AND COMMUNICATION WORKERS OF AMERICA Temporary Revision  
of Substitute Teacher Compensation Rate for the 2022 - 2023 School Year  
February 1, 2023**

The Memorandum of Understanding is made and entered into this 1st day of February, 2023, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "Union").

WHEREAS, the District is experiencing an ongoing shortage of substitute teachers due to factors associated with the pandemic; and

WHEREAS, the Union and the District desire to recruit and retain highly qualified substitute teachers; and

WHEREAS, the Union and the District will continue to be diligent in providing adequate support to students during the absence of their regular teacher.

IT IS HEREBY AGREED AS FOLLOWS:

**1. PAY RATE REVISION**

- A. The proposal of a new temporary pay structure will allow San Bernardino City Unified School District to remain competitive with the surrounding Inland Empire school districts in employing and attracting guest teachers with equitable pay during this critical period.
- B. The temporary pay increase for the 2022 - 2023 school year, will be as follows:

**Day-to-Day Substitutes - \$205.00**

**Resident Substitutes (elementary & secondary) - \$235.00**

**Childcare Worker Substitutes \$155.00**

**Resident Childcare Worker Substitutes \$165.00**

**2. DURATION**

- A. This Memorandum of Understanding shall be in force from July 1, 2022 through June 30, 2023 unless or until it is extended with the mutual agreement of both parties.
- B. This agreement only applies to the temporary revision of substitute teacher compensation rates and shall not be precedent setting for future contract negotiations.

The District and Union enter into this tentative agreement upon this 1st day of February, 2023, in San Bernardino, California, that will be effective July 1, 2022.

**SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT**

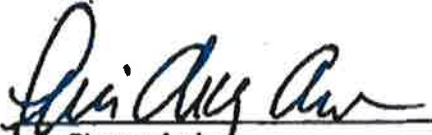
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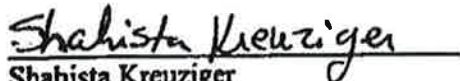
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Area Vice President, CWA Local 9588**



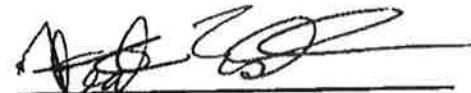
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