

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND SAN BERNARDINO TEACHERS ASSOCIATION**

April 18, 2011

5% Salary Reduction

This Memorandum of Understanding is made and entered into this 18th day of April, 2011 between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, SBTA (hereinafter referred to as "Association").

WHEREAS, the Governor's proposed budget cuts have significant impact on the District's operating budget, and;

WHEREAS, the Governor has proposed to put the extension of existing taxes on the ballot for public approval in June 2011 to protect education funding, and;

WHEREAS, the Board of Education approved a budget plan on February 22, 2011, that includes a five percent (5%) salary reduction representing a \$10,500,000 ongoing savings for the period 2011-2014, and

WHEREAS, the Association and the District desire to minimize the effects of the current budget crisis,

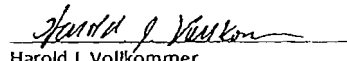
IT IS HEREBY AGREED as follows:

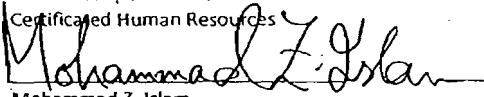
1. It is expected that all groups (SBTA, CWA, CSEA, SBSPOA, and Management) will make equitable contributions to the District's budget crisis.
2. The Association and the District agree that the SBTA portion of the \$10,500,000 savings is \$7.7 million.
3. The Association and the District agree that one work day in the SBTA Bargaining Unit is equal to \$947,638.
4. The Association and the District agree that the \$7.7 million savings shall be accomplished by the combination of the following:
 - A. The work year of unit members represented on the salary schedules contained in Appendices A (Certificated Personnel) and E (Psychologists) of the Collective Bargaining Agreement will be reduced by five (5) student instruction days as defined in Article XIV, Section 1a of the Agreement; and
 - B. A freeze of the step that would have been earned during the 2011-2012 school year on salary schedules contained in Appendices A (Certificated Personnel) and E (Psychologists) for the next three (3) years. In the 2014-2015 school year, the unit member shall regain the lost step by moving two (2) steps if eligible to move in accordance with Appendix B - Application of Salary Schedule.
5. Given the unique programmatic requirements and variables associated with their work year/hours, unit members represented within the salary schedules contained in Appendices D (Adult Education Teachers) and F (Permit Teachers) will contribute their portion of the \$7.7 million savings by the combination of the following:
 - A. A 2.75% salary reduction and,
 - B. A freeze of the step that would have been earned during the 2011-2012 school year on salary schedules contained in Appendices D (Adult Education Teachers) and F (Permit Teachers) for the next three (3) years. In 2014-2015 school year, the unit member shall

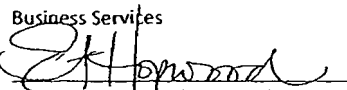
regain the lost step by moving two (2) steps if eligible to move in accordance with Appendix B - Application of Salary Schedule.

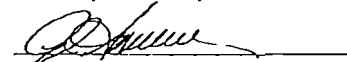
6. The reductions shall not impact service credit for unit members contributing to the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS).
7. The reductions shall be equalized so as to have minimal impact on the employee's monthly wages. Sections of the Collective Bargaining Agreement addressing per diem wages shall be adjusted accordingly.
8. Article XII – Health and Welfare Benefits and Article XIII – Retiree Health Insurance shall be adhered to and shall not be impacted by the reductions.
9. The District and Association shall meet annually, no later than February 28th and again after the May Revision, to examine the impact of the State Education Budget on the District Budget.
10. Should the Governor's proposed tax extension be approved in June, the Association and the District agree that the 5% pay reduction as described above shall be restored effective with the first pay period immediately following the approval of the State Budget which includes the extensions and shall be effective the first day of the 2011-2012 school year.
11. Should the Governor's proposed tax extension be approved after July 1, 2011, the Association and the district shall meet to negotiate the proportionate restoration of the 5% pay reduction and the exact effective date of that restoration in the 2011-2012 school year.
12. Should the District's financial outlook improve, the District and Association shall meet to negotiate the impact of those savings and/or improvement.
13. This Memorandum of Understanding shall be effective beginning July 1, 2011 and will remain in effect until the conditions of salary restoration can be implemented or until June 30, 2014, whichever is earlier.

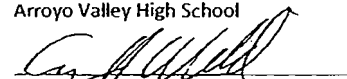
San Bernardino City
Unified School District

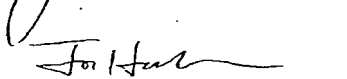

Harold J. Vollkommer
Assistant Superintendent
Certificated Human Resources

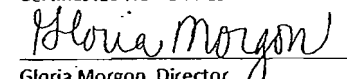

Mohammad Z. Islam
Chief Business and Financial Officer
Business Services


Ernestine Hopwood, Principal
Monterey Elementary School

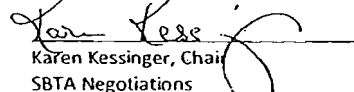

Gordon Amerson, Principal
Arroyo Valley High School

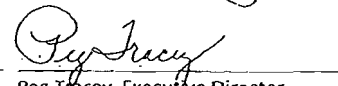

Arvan Wild, Principal
Serrano Middle School

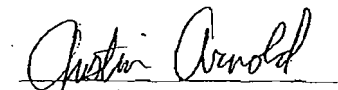

Tom Haldorsen, Director
Certificated Human Resources


Gloria Morgon, Director
Certificated Human Resources

San Bernardino
Teachers Association

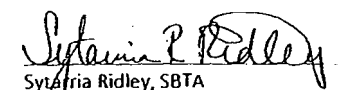

Karen Kessinger, Chair
SBTA Negotiations

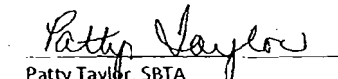

Peg Tracey, Executive Director
SBTA – CTA/NEA


Justin Arnold, Executive Director
SBTA-CTA/NEA


Sandra Owens, SBTA


Michael Peterson, SBTA


Sytaria Ridley, SBTA


Patty Taylor, SBTA


Felipa Tello, SBTA