

TA 3/17/09

MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND SAN BERNARDINO TEACHERS ASSOCIATION
March 17, 2009

This Memorandum of Understanding is made and entered into this 17th day of March 2009 between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHER'S ASSOCIATION (hereinafter referred to as "Association").

WHEREAS, this MOU is to address the reduction in work year days for Certificated Employees:

IT IS HEREBY AGREED as follows:

As a result of the Governor's budget cuts SBTA and the District agree to the following:

1. It is expected that all groups (SBTA, CSEA, and Management) will make contributions to the District's budget crisis either through a reduction in work year or a reduction in work force.
2. The Association agrees that all certificated employees will reduce their work year beginning the 2009-2010 school year by three (3) days to assist in addressing budgetary concerns. The reduction shall be permanent unless subsequent negotiations determine otherwise.
3. The three (3) day reduction in work year shall not impact service credit for unit members contributing to the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS).
4. The District and the Association agree to maintain four (4) teacher preparation work-days.
5. Non-teaching and Permit (Preschool and Child Development Center) bargaining unit members shall schedule the three day reduction in work year in advance with the immediate supervisor, consistent with the needs of the District.
6. The District will not require unit members to provide services to the District during those three (3) days.
7. Staff members may participate in additional non-mandatory staff development days scheduled by the District during the school year and shall receive compensation for such services pursuant to the Collective Bargaining Agreement.
8. The reduction in the work year as a result of the three (3) days shall be equalized so as to have a minimal impact on the employee's monthly wages. The remaining sections of the Collective Bargaining Agreement addressing per diem wages and hourly rates shall not be affected.
9. Article XII – Health and Welfare Benefits and Article XIII – Retiree Health Insurance shall be adhered to and shall not be impacted by the elimination of the three (3) days.
10. Upon ratification of the reduction of the work year (3 days) by the Association membership, the District shall take action to reduce layoffs for the 2009-2010 school year and to maintain a twenty-two to one (22:1) pupil-teacher ratio for K-3 Class Size Reduction for the 2009-2010 and 2010-2011 school years unless additional reductions to the District's budget are necessary.
11. Once the expected financial contributions are realized, or should the District's financial outlook improve prior to that time, the District and Association shall meet to negotiate the impact of those savings and/or improvement.