

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND SAN BERNARDINO TEACHERS ASSOCIATION
January 11, 2011**

PLAS-Involuntary Transfers

This Memorandum of Understanding is made and entered into this 11th day of January 2011 between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter the District) and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter the Association).

WHEREAS, eleven (11) of the district's schools including Barton, Marshall, Wilson, Hunt, Rio Vista, Davidson, Shandin Hills, Serrano, Pacific, Arroyo Valley, and San Gorgonio were identified as Persistently Low Achieving Schools (PLAS), and

WHEREAS, the schools are also commonly referred to as School Improvement Grant (SIG) and/or Priority Schools, and

WHEREAS, the intensity of the mandated improvement process requires that employees of the school maintain a significant commitment to the school's efforts to increase student achievement,

It is hereby agreed as follows:

Bargaining unit members at identified Persistently Low Achieving Schools may be involuntarily transferred under the following conditions:

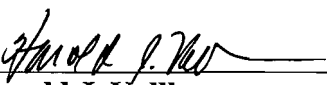
- I. Bargaining Unit Members Who Refuse to Sign the Commitment Letter
 - a. Bargaining unit members who refuse to sign the commitment letter will be permitted to submit a voluntary transfer request per Article XIX, Section 3 of the Collective Bargaining Agreement (CBA). This includes both probationary employees and employees who have a rating of "Unsatisfactory" or "Improvement Needed" on their most recent evaluation.
 - b. Bargaining unit members in this circumstance will receive priority for voluntary transfer.
 - c. If a bargaining unit member is not successful in obtaining a voluntary transfer, s/he may be involuntarily transferred.
- II. Bargaining Unit Members Who Sign, then Rescind the Commitment Letter
 - a. Bargaining unit members who sign, then rescind the commitment letter will be permitted to submit a voluntary transfer request per Article XIX, Section 3 of the C.B.A. This includes both probationary employees and employees who have a rating of "Unsatisfactory" or "Improvement Needed" on their most recent evaluation.
 - b. Bargaining unit members in this circumstance will receive priority for voluntary transfer.
 - c. If a bargaining unit member is not successful in obtaining a voluntary transfer, s/he may be involuntarily transferred.

III. Bargaining Unit Members Who Sign but Do Not Live Up to the Conditions of the Commitment Letter

- a. In order to be involuntarily transferred, the bargaining unit member must have a current assistance plan per Article XVI, Section 3 of the C.B.A., whether or not s/he is scheduled for evaluation in the given year.
- b. Not later than February 15, the Principal shall schedule a meeting with the bargaining unit member for the purpose of discussing the reasons underlying the recommendation for involuntary transfer (the unit member may bring an SBTA Representative).
- c. The Principal shall review with the bargaining unit member her/his concerns about where specifically s/he sees the unit member's level of "commitment." Progress on the Learning Goals, Professional Development Goals, and School Community Goals may be a part of the discussion.
- d. The bargaining unit member shall be given the opportunity to confirm whether or not s/he is interested in staying at the school and to request assistance and establish her/his interest in learning and improving.
- e. Not later than February 28, the Principal shall notify the bargaining unit member of her/his final decision to involuntary transfer the bargaining unit member or not in accordance with Article XIX, Section 4 (C) of the C.B.A.
- f. The bargaining unit member will have the opportunity to submit a voluntary transfer request per Article XIX, Section 3 of the C.B.A. This includes both probationary bargaining unit members and bargaining unit members who have a rating of "Unsatisfactory" or "Improvement Needed" on their most recent evaluation. Nothing in this sub-section shall be interpreted as limiting the district's ability to non-reelect probationary employees.


This MOU shall be in effect until June 30, 2013. Both parties agree to meet and review the elements of this MOU on an annual basis. Should the identification of PLAS continue past this date, the parties shall meet to review the elements of this MOU.

**SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT**

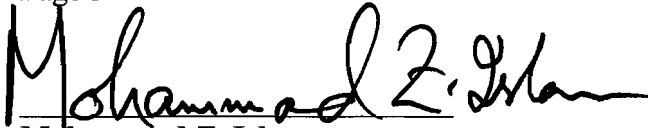


Harold J. Vollkommer
Assistant Superintendent
Certificated Human Resources

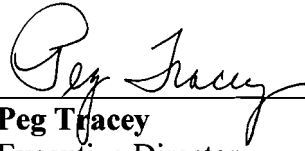
**SAN BERNARDINO
TEACHERS ASSOCIATION**



Karen Kessinger
SBTA Negotiations Chair



Mohammad Z. Islam
Chief Business & Financial Officer
Business Services



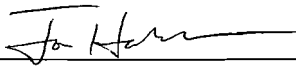
Peg Tracey
Executive Director
SBTA



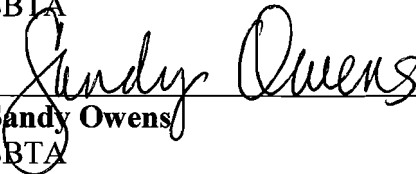
Gordon Amerson
Principal
Arroyo Valley High School



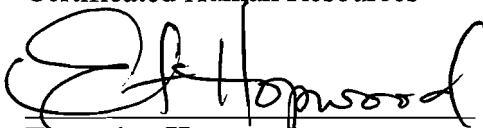
Justin Arnold
Executive Director
SBTA



Tom Haldorsen
Director
Certificated Human Resources



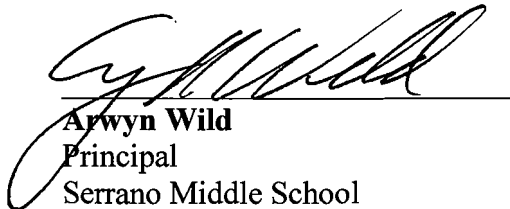
Sandy Owens
SBTA



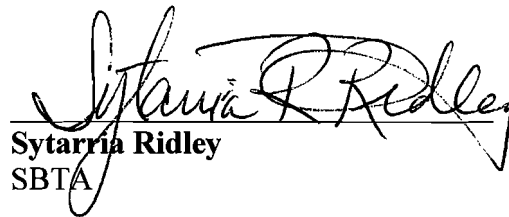
Ernestine Hopwood
Principal
Monterey Elementary School



Michael Peterson
SBTA



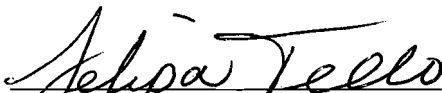
Arwyn Wild
Principal
Serrano Middle School



Sytarrin Ridley
SBTA



Patty Taylor
SBTA



Felipa Tello
SBTA