

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

June 18, 2010

This Memorandum of Understanding is made and entered into this 18th day of June 2010 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 were identified on the California Department of Education's list of Persistently Low Achieving Schools (PLAS), and

WHEREAS, the School Improvement Grant (SIG) plan developed by each school contains unique characteristics that are subject to collective bargaining as compensation issues, and

WHEREAS, the parties have met to negotiate the effects of these unique characteristics;

THEREFORE it is agreed:

1. Additional duties (mandatory inservice, tutoring, intensive instruction, additional meetings, home visits, curriculum review, etc.) will be paid at the designated rate of pay per the collective bargaining agreement.
2. In addition to the approved extra duty rate of pay, certificated employees who conduct school-sanctioned home visits shall receive mileage reimbursement at the federally approved IRS rate and will be covered under Article XXI of the Collective Bargaining Agreement while engaged in district work of this kind. In addition, should a school district police officer not be available, a report to school police dispatch will suffice as having met the requirement of reporting the incident to school police within 24 hours as long as this time requirement is met. All other reporting requirements will apply.
3. Certificated employees (as indicated in the individual site plans) working in any one of the extended work year program options (longer day, additional days and/or extra periods) shall be paid a commensurate percentage (see Addendum) of their per diem rate of pay as determined by their placement on Appendix A of the Certificated Collective Bargaining Agreement. All applicable statutory benefits (STRS, Medicare, Workers Compensation, etc) will apply.
4. Certificated employees working in an extended work year option must remain in that option for the entire school year unless the unit member transfers per the Collective Bargaining Agreement.

This Memorandum of Understanding shall be effective upon implementation of the related elements of the School Improvement Grant by individual schools and will only be applicable as funding is available.

San Bernardino City Unified School District & SBTA
MOU-PLAS Compensation - Addendum
June 18, 2010

**MOU – PLAS Compensation Examples*
Addendum**

<u>Extended Work Year Option</u>	<u>Commensurate Percentage</u>
Longer Year (10 extra days)	5.4%
Longer Day – Elementary (e.g. 30 minutes longer)	7.9%
Extra Period(s): **	
6 Period Day – High School	16.3%
7 Period Day – Middle School	13.7%

*Subject to modification based on individual school plans.

**This does not include teachers who are asked to teach during their conference period. In this case, the contractual rate of pay will apply.