

T.A.

Joseph E. Luber,
Elizabeth Archibless

8/30/13
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MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #289

This Memorandum of Understanding ("MOU") is entered into by and between the following: Santa Barbara Community College District ("District") and California School Employees Association, Chapter #289 ("CSEA").

NOW THEREFORE, the parties agree as follows:

1. Existing Contract. The parties to this MOU are parties to the following:
 - (a) Agreement dated December 13, 2012, between District and CSEA;
The agreement identified in this paragraph shall be referred to herein as the "Existing Contract."
2. Amendment of Existing Contract. The parties are entering into this MOU to memorialize their agreement on various terms which may modify provisions in the Existing Contract. The parties agree that, where applicable, the Existing Contract shall be amended as stated in this MOU and, in the event of any inconsistency, this MOU shall govern. Except as stated in this MOU, the terms and conditions of the Existing Contract shall remain unchanged and in effect.
3. Ewing Implementation. The implementation date for the Ewing Classification and Salary Table Recalibration Study shall be July 1, 2013. The movement of the employees affected by the recalibration will be to a different range, not to a different step. The employees affected will remain on the same step as in the new range as they are on in the current range. E.g. if they are currently on range 40 step 9 and were moved to range 41, the new range would remain at step 9.
4. COLA. The cost of living adjustment (COLA) for 2013/2014 will be 1.57%, and will apply to all salary schedules retroactive to July 1, 2013. COLA will be applied to the salary schedule prior to the implementation of the Ewing Study.
5. Health and Welfare Benefits. For employees eligible to receive Health and Welfare Benefits under the Existing Contract, effective October 1, 2013, the District will: (a) eliminate the out-of-pocket requirement for the 80% health insurance plan; and (b) fund the 80% health insurance plan at the 2013/2014 rates.
6. Additional Holiday. December 24 will be a holiday.
7. One-Time Surplus Payment. A one-time payment from the 2012/13 surplus (General Fund 2012/13 net revenues less expenses and transfers, calculations to be made upon resolution

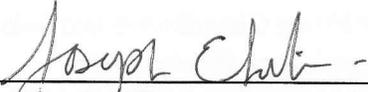
of the impact to the 2012/13 deficit factor of the shortfall of payments from the Redevelopment Agency (RDA) dissolution) will be disbursed as a one-time payment to employees. For Full Time employees, the payment will be determined as a percentage of base salaries for the 2012/13 academic year. For Part Time employees, the payment will be determined as a percentage of actual salaries for the 2012/13 academic year. The percentage of salary will be based on the methodology negotiated and equal for all bargaining units. The percentage increase will be limited to 3%. In calculating the payment as a percentage of salary, the calculation will be based on base or actual salary as of the fiscal year ending June 30, 2013. Base salary is payment of wages based on the employees position on the salary schedule at June 30, 2013 and does not include longevity, overtime, or any other form of pay not included in the base salary. If the employee is employed for less than a full year the payment will be actual pay received and does not include longevity, overtime, or any other form of pay not included in the base salary.

8. Entire Agreement. This MOU constitutes the entire agreement between the parties regarding amendment of the Existing Contract and supersedes any prior communications, representations, or negotiations regarding the subject matter contained herein.

WHEREFORE, the parties have executed this MOU effective as of July 1, 2013.

Dated: 8/30/13

Dated: 8/30/13



SANTA BARBARA COMMUNITY
COLLEGE DISTRICT



CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 289