

MEMORANDUM OF UNDERSTANDING & GENERAL RELEASE

This Memorandum of Understanding and General Release (the "Agreement") is entered into by and between the Board of Trustees of the California State University ("CSU") on the one hand and the California Faculty Association ("CFA") on the other, who are designated collectively as the "Parties" to this Agreement. This Agreement is entered into by both parties in order to harmonize the language of the Collective Bargaining Agreement between the CFA and the CSU effective may 15, 2007-June 30, 2010, (here after referred to as the "CBA") with the unique practices of the CalState TEACH program that are not directly addressed in the CBA, and to resolve the disputes referenced herein.

RECITALS

WHEREAS, both parties are interested in resolving disputes regarding teaching assignments and/or reimbursement for travel to various geographic locations;

WHEREAS, CalState TEACH faculty are assigned work to recruit and support student teachers at various locations throughout the State of California, each of which are associated with a specific Regional Center, each of which reports to a separate Regional Director;

AGREEMENT AND RELEASE

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, and intending to be legally bound, the Parties hereto agree as follows:

1. **Definition of a Department:** For CalState TEACH faculty, the term "department" as this term is used within the CBA [specifically Article 2 (Definitions), and Article 12 (Appointment)] shall refer to the Regional Center in which each CalState TEACH faculty member is appointed. The four (4) CalState TEACH Regional Centers are listed on Attachment A "CalState TEACH Mileage Reimbursement Chart." The Regional Center in which a CalState TEACH faculty member is appointed shall be identified in an appointment letter that is issued to each CalState TEACH faculty member in accordance with Provision 12.2 of the CBA.
2. **Primary Sub-Region(s):** Each CalState TEACH faculty member shall be assigned a Primary Sub-Region at the time of appointment. The Primary Sub-Region shall be the sub-region identified on Attachment A to this Agreement in which the faculty member resides at the time of appointment. The appointment letter shall also reflect the Primary Sub-Regions(s) which CalState TEACH faculty are assigned.
3. **Accrual of Entitlements and Assignment of New or Additional Work:** CalState TEACH faculty members will accrue "entitlements" as this term is used in Provision 12.3, in the Department as defined in paragraph one above in accordance with their individual appointment letters.

For the purposes of the assignment of new and additional work in Article 12.29, CalState TEACH Faculty shall be offered work within the Regional Center in their appointment letter.

4. Mileage Reimbursement:

- a. CalState TEACH faculty may claim actual mileage at the CSU mileage reimbursement rate for travel from the claimed point of residence in their Primary Sub-Region to the school site(s) in their Primary Sub-Region to which business travel occurs.
 - b. For business travel from their point of residence (as determined at the time of appointment) to school sites outside of their Primary Sub-Region, CalState TEACH faculty may claim mileage reimbursement up to the maximum amount of miles indicated for each sub-region listed in Attachment A to this Agreement.
 - c. Should a faculty member change his or her residence to a location outside of the Primary Sub-Region that is assigned at the time of appointment, he or she may claim mileage reimbursement for business travel within the Primary Sub-Region or other sub-regions other than the sub-region to which the faculty member has changed his or her primary residence up to the maximum amount of miles indicated in Attachment A to this Agreement. CalState TEACH faculty who change their residence may apply for work that is available within the sub-region in which they reside when such work becomes available. Should the faculty member be appointed in the sub-region in which he/ she has moved, he/she may then claim actual mileage at the CSU mileage reimbursement rate for travel from their new primary residence to the school sites(s) within the new sub-region in which they reside to which business travel occurs.
 - d. The CalState TEACH Regional Director may exercise his/her discretion, in the interest of meeting the needs of the program, to reimburse CalState TEACH faculty for actual mileage beyond the maximum amount of miles indicated for the sub-region as indicated in Attachment A in a sub-region other than the one for which actual mileage can be claimed pursuant to paragraphs 4(a) and 4(c) above.
 - e. In no case shall CalState TEACH provide more mileage reimbursement than the CSU mileage rate for actual mileage from a faculty member's actual residence to a school site.
5. Upon execution of this Agreement CFA agrees to withdraw with prejudice as fully settled and resolved CSU Grievance Number R03-2006-082, CFA Grievance Number 2006-16, which was filed with respect to Daniel Moirao at CSU Fresno. Furthermore, CFA agrees that no grievances will be filed in the future regarding the assignment of work or reimbursement of mileage where such occurs in accordance with this Agreement.

6. This Agreement shall not serve as a precedent in any other complaint or grievance at within the California State University, nor be cited in any other grievance, arbitration, complaint, or any other legal and/or non-legal forum.
7. Any dispute regarding the enforcement of this agreement will be adjudicated in accordance with Article 10 (Grievance Procedure) of the current collective bargaining agreement.
8. This Agreement may be executed in counterpart having the same force and effect as an original. The Parties further understand and agree that no legal obligations shall arise under this Agreement unless and until each party has signed its respective copy of it.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release on the dates indicated below.

For the California State University:

Bill Candella 7-6-10
Bill Candella, Senior Director Date
Collective Bargaining

For the California Faculty Association:

Bernhard Rohrbacher 7/27/10
Bernhard Rohrbacher Date
Director of Representation

Attachment A
Cal State TEACH Mileage Reimbursement Chart

Sub-region Counties	Cities used	Distance
FRESNO		
Fresno (north), Madera, Merced	Herndon to Modesto	85
Kern, Kings, Tulare	Edwards to Avenal	163
Fresno, Tulare	Fresno to Tulare	46
Butte, Nevada, Placer, Sierra, Sutter, Yuba	Yuba City to Truckee	91
Siskiyou	Dunsmuir to Happy Camp	120
Sacramento, San Joaquin	Sacramento to Modesto	85
Alpine, Amador, Calaveras, Mariposa, Tuolumne	Wawona to Jackson	146
Sacramento, San Joaquin	Ripon to Elk Grove	52
Placer, Sacramento, Yolo	Auburn to Davis	48
Kern, Kings, San Luis Obispo, Santa Barbara	Santa Barbara to Paso Robles	135
Alpine, Inyo, Kern, Mono	Rosamond to Topaz	315
Shasta, Tehama, Trinity	Corning to Castella	95
Lassen, Modoc, Plumas	Tulelake to Willow Ranch	143
FULLERTON		
<u>Imperial **</u>		
North/South	Selley to Salton Sea	134
East/West	Ocotillio to Holtview	75
<u>Los Angeles</u>		
Eastern LA County (East of 6	Cerritos to Glendora	63
<u>Orange County</u>		
	San Clemente to La Habra	92
<u>Riverside County</u>		
	Norco to Mecca	208
	Mecca to Blythe	182
<u>San Bernardino County</u>		
	Grand Terrace to Fort Irwin	208
<u>San Diego County</u>		
	Imperial Beach to Rainbow	126
LOS ANGELES		
Sub-Region 1	Calabasas - Ojai	52.4
Sub-Region 2	San Pedro - Los Angeles, 90018	25
Sub-Region 3	Lakewood - Monterey Park	22.4
Sub-Region 4	Lake Hughes - Valyermo	43
Sub-Region 5	Signal Hill - Avalon	31.7
Sub-Region 6	Mount Wilson - Los Angeles, 90015	33.7

Attachment A

Cal State TEACH Mileage Reimbursement Chart

Sub-Region 7	Castaic - Topanga	42.6
Sub-Region 8	South Pasadena - Duarte	13.6
Sub-Region 9	Malibu - West Hollywood	23.6
MONTEREY BAY		
Del Norte & Humboldt	Smith River - Shelter Cove	180
Mendocino, Sonoma & Lake	Piercy - Mare Island	185
Napa, Solano, San Mateo & Contra Costa	Calistoga - Pescadero	120
Santa Clara	Palo Alto - Gilroy	49
Santa Cruz	Boulder Creek - Watsonville	31
Monterey & San Benito	Bradley - Hollister	90
Alameda	Albany - Livermore	40