

APPENDIX F - MEMORANDA OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE BANNING UNIFIED SCHOOL DISTRICT AND THE BANNING TEACHERS' ASSOCIATION (BTA)

EXPANDED LEARNING OPPORTUNITY PROGRAM (ELOP) TUTORING

APRIL 29, 2026

The Banning Unified School District ("District") and the Banning Teachers' Association ("BTA") (collectively referred to as the "Parties") enter into this Memorandum of Understanding to address student learning loss due to the pandemic.

WHEREAS, the District receives Expanded Learning Opportunities Program (ELOP) funding to provide before and after-school academic support for students; and

WHEREAS, the District has discretion to design and implement ELOP services consistent with state requirements, available funding, and operational needs; and

WHEREAS, the Parties recognize that certain aspects of the ELOP tutoring program impact mandatory subjects of bargaining, including compensation, hours, and working conditions for bargaining unit members who elect to participate; and

WHEREAS, the Parties desire to establish clear, mutually agreed-upon terms governing the working conditions of certificated employees who provide tutoring services under the ELOP program;

NOW, THEREFORE, the District and the Association enter into this Memorandum of Understanding as follows:

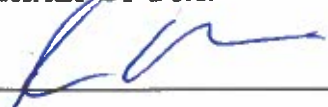
1. **Voluntary Participation:** Participation in the ELOP tutoring program is strictly voluntary for bargaining unit members. No employee shall be required or assigned to provide tutoring services under this program.
2. **Compensation:** Bargaining unit members who provide tutoring under this MOU shall be compensated at their per diem hourly rate of pay for all hours of tutoring and required preparation or documentation directly associated with the tutoring session.

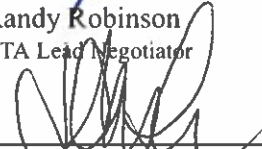
3. **Hours and Scheduling:** Tutoring shall occur before or after the regular workday in 60-minute blocks. Sites may schedule tutoring two to four days per week, not to exceed 240 minutes per week per participating teacher. Site administrators may adjust tutoring schedules based on student need, staffing availability, funding, and program participation. Unit members may offer tutoring services beginning the 13th day of instruction through the Friday before Memorial Day.
4. **Student Grouping and Ratios:** Teachers shall work with a minimum of 6 and a maximum of 10 students per session. Site administration and teachers will collaborate to identify students with the highest academic need. Teachers may tutor their own rostered students when appropriate. Employees may provide tutoring even if fewer than the targeted number of students attend; however, sessions shall be canceled if no students are present.
5. **Attendance and Documentation:** Supplemental attendance shall be taken for each session. Elementary teachers will provide brief pre- and post-assessment data as directed by the site administration. No additional paperwork or reporting shall be required beyond what is necessary for program compliance.
6. **Funding Contingency and District Flexibility:** The ELOP tutoring program is fully contingent upon available funding and may be reduced, suspended, or discontinued at the District's discretion if funding is insufficient. The District may adjust program size, number of sessions, staffing levels, or student groupings based on funding, participation, or operational needs. Any adjustments that materially affect wages, hours, or working conditions will be communicated to BTA prior to implementation.
7. **No Precedent:** This MOU is non-precedent-setting and shall not be construed as establishing a past practice or binding the District in future years.
8. **Grievance Procedure:** This MOU is subject to the grievance provisions set forth in Article 10 of the collective bargaining agreement.
9. **Term:** This MOU shall be effective for the 2026-27 and 2027-28 school years, unless modified by mutual agreement.
10. **Entirety of Agreement:** This Memorandum of Understanding constitutes the complete and entire understanding between the Parties regarding the subject matter herein. There are no other written or verbal agreements, promises, or representations between the Parties beyond those expressly stated in this MOU.

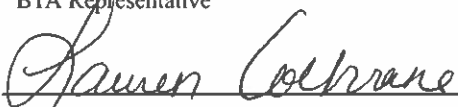
IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their authorized representatives on April

29, 2026.

ON BEHALF OF BTA:

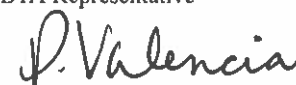


Randy Robinson
BTA Lead Negotiator

Juanita Cash-Crews
BTA Representative

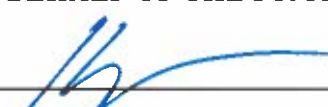
Lauren Cochrane
BTA Representative

Miriam Gonzalez
BTA Representative

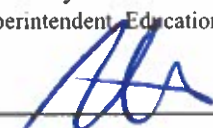
Amanda Mignano
BTA Representative

Pam Valencia
BTA Representative

ON BEHALF OF THE DISTRICT:



Kirk Skorpanich
Assistant Superintendent, Human Resources

Dr. Tonia Causey-Bush
Assistant Superintendent, Educational Services

Victor Herrera
Assistant Superintendent, Business Services