MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION

April 18, 2025

Terms and Conditions: This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT ("District") and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION, ("Association"), collectively, "the Parties."

The Parties agree to approve the interim Out-of-Class assignment for Edwin Carbajal, College Police Officer to the Police Sergeant, District, under the following stipulations:

- 1. The length of the assignment will be March 24, 2025, through June 30, 2025, or until a decision is made by the Employee or management to end the assignment.
- 2. The Employee will be compensated from the Management Salary Schedule at Range 16, Step A. The POA Collective Bargaining Agreement has predetermined the salary range and step referenced in this MOU.
- 3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with POA; however, the Employee will be ineligible to receive the following special compensation: corporal premium.
- 4. If the Employee, while performing the Out-of-Class assignment, signs up for a holiday overtime shift via 'Overtime Sign-up Sheet' based on their College Police Officer seniority, the Employee shall receive compensation at the College Police Officer regular rate of pay, plus two (2) times their regular rate of pay for their hours worked or earn compensatory time off (see section 12.2 of the SBCCDPOA collective bargaining agreement).
- 5. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the Police Sergeant or be evaluated during this Out-of-Class service.
- 6. Upon completion of the Out-of-Class assignment, the Employee shall return to their regular classified position as the College Police Officer.
- 7. The Parties agree that during the Out-of-Class assignment, the Employee's seniority as the College Police Officer will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.
- 8. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Edwin Carbajal.

This Agreement is made and entered into on the 18th day of April 2025.

For the District

Kristina Hannon, SBCCD Vice-Chancellor, Human Resources, Payroll, Police Services and Health and Safety Administration

For POA

James Quigley, President Police

Officers Association