

TENTATIVE AGREEMENT  
BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
May 7, 2021

This Tentative Agreement is entered into this 7<sup>th</sup> day of May 2021 between the San Bernardino Community College District Teachers Association (hereafter, the Association) and the San Bernardino Community College District (hereafter, the District). All terms and conditions of the Collective Bargaining Agreement (hereafter, AGREEMENT) between the Association and the District shall remain in full force with the following exceptions:

Article 10: Wages, Section J (new) Initial Salary Placement and Advancement (attached)

Article 11: Health and Welfare Benefits, Section D (attached)

Article 13: Workload, Section B.4 (attached)

**Article 29: DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until June 30, 2022. The District and the Association shall reopen Article 10: Wages and Article 11: Health and Welfare Benefits and related appendices in each year of the Agreement. The Association and/or the District may elect to open two (2) additional articles each year. In addition, the District and the Association agree to continue working on Article 2: Unit Recognition/Description, Article 13: Workload (Lecture/Lab/Clinical Parity and Class Size), and Article 16: Evaluations and related appendices.

**List of New Appendix Items**

MOU: Faculty Service Areas (attached)

MOU: Seniority (attached)

MOU: Librarian Workload (attached)

MOU: Emergency Contingency Plan for COVID-19 (attached)

MOU: Reimbursement for Expenditures Related to COVID-19 (attached)

MOU: Covid-19 Effect on Negotiations (attached)

MOU: Transition to Fall 2021 (attached)

MOU: Compensation for Stacked Honors Sections (attached)

MOU: Distance Education Verification Training (attached)

MOU: Evaluation Feedback Process for Faculty without Student Contact (attached)

MOU: Working Remotely (attached)

MOU: Supporting the Commitment to Diversity, Equity and Inclusion (attached)

**Replace Appendix Items**

J: MOU – Student Learning Outcomes (attached)

L: MOU – Non-credit (attached)

M: Health and Welfare MOUs replace with Change in Health and Welfare Benefits Plan Year For Full-Time Faculty, Health and Welfare Benefits for Full-Time Faculty, and Health and Welfare for Part-Time Faculty MOUs (attached)

**Remove Appendix Items**

B: Salary Schedule Regulations

S: Learning Communities

**SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

**SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

**TENTATIVE AGREEMENT**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Article 10: Wages**

This Tentative Agreement is made and entered into this 7<sup>th</sup> day of May, 2021 between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (herein after the District) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/CTA/NEA (hereinafter the Association).

IT IS AGREED THAT:

1. This language shall be effective June 23, 2020.
2. Appendix B: Salary Schedule Regulations shall be removed from the Appendix.
3. The following language shall be added to Article 10: Wages.

J. Initial Salary Placement and Advancement (Effective June 23, 2020)

1. Track Placement for Employees Upon Initial Employment by the District.
  - a. Initial placement on the Salary Schedule in Appendix A-1 shall be made by the District within its discretion with consideration to applicable governmental vocational regulations and the scope of the employee's assignment. Initial placement on the Salary Schedule in Appendix A-1 shall be on either Track A or Track B.
  - b. To qualify for placement on Track B, the employee must be assigned to teach in a discipline for which a master's degree is not generally expected or required. After initial placement no change may be made between Tracks A and B unless the employee's assignment changes. Eighty percent of an employee's load excluding overload determines the track.
2. Classification (Column) Placement for Employees Upon Initial Employment by the District.
  - a. All units and/or degrees must be verified by way of official transcripts by the Office of Human Resources to be counted toward placement.
  - b. All earned units beyond the bachelor's degree must be earned subsequent to the date of the award of the bachelor's degree.
  - c. No course, semester units or degree shall be approved by the District for purposes of classification placement unless such course, semester units or degree was earned at an accredited institution of higher learning. A course, semester units or degree may be approved if the institution of higher learning was in the final stage of the accreditation

process when the course, semester units or degree was completed; and accreditation is later granted within two (2) years.

- d. No course, semester units, degree or work-related experience shall be approved by the District for purposes of classification placement unless such course, semester units, degree or work-related experience is reasonably related to the initial assignment of the employee.
- e. All units are semester units. Quarter units shall be converted by multiplying them times a factor of two-thirds (2/3).

### **Description of Seven Classifications**

#### **Class (Column) C**

- A. Bachelor's degree or less
- B. Associate's degree + six (6) years of work experience

#### **Class (Column) D**

- A. Master's degree
- B. Associate's degree + 45 units + six (6) years of work experience or Bachelor's degree + two (2) years of work experience

#### **Class (Column) E**

- A. 55 units beyond Bachelor's degree including Master's degree or Master's degree + 15 units
- B. Associate's degree + 75 units + six (6) years of work experience or Bachelor's degree + 15 units + two (2) years of work experience

#### **Class (Column) F**

- A. 70 units beyond Bachelor's degree including Master's degree or Master's degree + 30 units
- B. Bachelor's degree + 30 units + two (2) years of work experience

#### **Class (Column) G**

- A. 85 units beyond Bachelor's degree including Master's degree or Master's degree + 45 units
- B. Bachelor's degree + 45 units + two (2) years of work experience

#### **Class (Column) H**

- A. 100 units beyond Bachelor's degree including Master's degree or Master's degree + 60 units
- B. Master's degree + two (2) years of work experience

## **Class (Column) I**

A. Earned Ph.D. or Ed.D.

B. Earned Ph.D. or Ed.D.

**A Track:** All faculty in disciplines for which the minimum qualifications\* are a Master's degree.

**B Track:** All faculty in disciplines for which a Master's degree is not generally expected or required.\*

Work experience must be in the faculty member's specialized vocational area.

\*As defined in the "Minimum Qualifications for Faculty in California Community Colleges," issued by the Human Resources Division, Chancellors Office, California Community Colleges.

### 3. Step Placement for Employees upon Initial Employment by the District.

a. For step placement to be given for experience, the Office of Human Resources must receive a verification of employment from the prior employer.

b. Step placement credit for direct experience is given to:

- instructors for teaching experience at the secondary or post-secondary level at an accredited institution.
- counselors for counseling experience,
- librarians for librarian experience and
- nursing instructors and college nurses for nursing experience.

Credit for full-time teaching experience is allowed for full academic years only; fractional parts of a year less than one (1) academic year (from the first day of fall semester through the last day of spring semester) will be disregarded. Part-time teaching experience in a full academic term will be converted to a full-time equivalency in computing step placement. The combination of full-time and part-time teaching credit in any given academic year cannot exceed one year's credit.

Credit for counseling, librarian and nursing experience is allowed for full academic years only; fractional parts of a year less than one (1) academic year will be disregarded.

c. Step placement credit for related experience is given for work experience other than teaching which was gained within fourteen (14) years from date-of-hire by the District. Work experience used for minimum qualifications may not be counted for step placement.

Credit for work experience will be on the basis of one step for each two (2) calendar years of work experience.

Experience with any specific employer must be on a continuous, full-time basis for a minimum of six (6) months and be directly related to the individual instructional assignment in this District.

- d. The credit allowed for the combination of full-time and part-time teaching and work experience in any academic year cannot exceed one year.
- e. No initial step placement shall be made beyond step 8.
- f. Evaluation of related experience is the responsibility of the Human Resources Office.
- g. During the first year of employment, an employee who feels that his/her first step placement has been determined in an arbitrary or capricious manner may seek representation from the Association and appeal to the Chancellor.
- h. Sections A & B of Appendix B apply only to employees hired after April 1, 1997.
- i. No initial step placement credit shall be granted beyond step 8 for experience accrued within the last fourteen (14) years as follows:

Years Experience

| <u>Direct</u> | <u>Related</u> | <u>Step</u> |
|---------------|----------------|-------------|
| 0             | 0 – 1          | 1           |
| 1             | 2              | 2           |
| 2             | 4              | 3           |
| 3             | 6              | 4           |
| 4             | 8              | 5           |
| 5             | 10             | 6           |
| 6             | 12             | 7           |
| 7+            | 14+            | 8           |

4. Classification Advancement After Initial Placement.

Faculty members may apply for classification advancement (to move over columns) following their initial placement on the salary schedule based on either academic units or applied work experience gained subsequent to employment by the District. A change between tracks A or B may not be made for classification advancement purposes unless at least 80% of the new regular load has been changed to the new track.

The process for applying for classification advancement is as follows:

- a. Academic Units

- i. Only approved coursework and/or program of study will count toward classification advancement. Faculty are encouraged to obtain prior approval before beginning coursework, by submitting course/program and institution information to the Office of Human Resources.
  - ii. The rationale for courses and/or degrees submitted for credit toward classification advancement must meet at least one of the following conditions:
    - a) Be directly related to the employee's current faculty service area;
    - b) Be consistent with the minimum qualifications necessary to maintain the employee's position with the District;
    - c) Meet requirements for a degree in employee's current faculty service area;
    - d) Be an appropriate course(s) or program of study relating to the learning process or special student situations, (e.g., conditions unique to underrepresented populations, first-generation students, etc.).
    - e) Be professional education and/or college administration courses, providing these courses would aid the faculty member in understanding education law, finance, or organization.
    - f) Or otherwise add to the faculty member's professional competence.
  - iii. No course, semester units, or degree credit shall be granted for classification advancement unless such course, semester units or degree was earned at an institution of higher learning, which has been accredited by a nationally recognized agency, such as the Western Association of Schools and Colleges (WASC). The District reserves the right to determine if the accrediting agency is acceptable. Faculty are encouraged to ask the District to make this determination prior to beginning courses or a program of study.
  - iv. No course or semester units shall be approved for classification advancement or for degree credit unless the employee receives a letter grade of "C" or higher or receives a "pass" designation in the "pass or fail" system.
- b. Applied Work Experience
- i. Only preapproved applied work experience will count toward classification advancement. Faculty must obtain prior approval before beginning work, by submitting the work information to the Office of Human Resources.

- ii. The rationale for applied work experience submitted for credit toward classification advancement must meet at least one of the following conditions:
  - a) Be related directly to the employee's faculty service area.
  - b) Be consistent with the minimum qualifications to maintain the employee's position with the District.
  - c) Be appropriate applied work experience relating to the learning process or special student situations, (e.g., conditions unique to underrepresented populations, first-generation students, etc.).
  - d) Or otherwise add to the faculty member's professional competence.
  - e) One (1) unit of credit equivalency may be given for every eighty (80) hours of applied work experience or forty (40) hours of relevant training approved by the District.
  - f) Such applied work experience (voluntary or paid) must be at different facilities or entail a different aspect of the person's skill area. The applied work experience will be considered for summer only or while off contract.
  
- c. Classification Advancement Process
  - i. The faculty member must submit the Request for Salary Advancement form with verification of successful completion, by way of transcripts or documentation of applied work experience, to the Office of Human Resources by the last day of the spring semester for advancement to be effective the following academic year. Official transcripts must be submitted by July 1 of the school academic year in which the salary advancement shall take place.
  - ii. Once all verification of successful completion has been submitted to the Office of Human Resources, a recommendation for classification advancement, including the effective date, will be submitted to the Board of Trustees for approval. A copy shall be provided to the faculty member.
  - iii. If the District denies a request for classification advancement, the Office of Human Resources must immediately supply the faculty member with a clear rationale, explaining how the courses or work experience failed to meet the criteria in Section D,1b or Section D,2b.
  - iv. If an employee believes that courses, degree, or work experience have been arbitrarily or capriciously disapproved or unfairly evaluated, they may seek Association representation and appeal to the Office of Human Resources. If unsatisfied at that level, the employee may then appeal to the Chancellor.



- v. If coursework is denied for classification advancement, based on the criteria in Section D,1b, the faculty member may instead submit those courses for tuition reimbursement per Article 19, Section C. Prior approval is not required, however, the criteria for tuition reimbursement must be met.

#### 5. Step Advancement after Initial Placement

- a. An employee on sabbatical leave shall progress on the salary schedule in the same way as he/she would have had he/she remained in service in the District.
- b. An employee on a leave of absence, not a sabbatical leave, for one (1) semester or less shall progress on the salary schedule in the same way as he/she would have had he/she remained in teaching service in the District for the full year.
- c. An employee on a leave of absence for more than a semester, not a sabbatical leave, shall not be granted a step increase on the salary schedule for the school year that the employee was on a leave of absence.
- d. An employee hired for the entire Spring semester will advance in step the following year. If the total time teaching for the District is less than one semester, no step advancement will be granted.
- e. No more than one (1) year of combined work experience and teaching experience may be earned in any one academic year.

#### **SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

**Date: May 7, 2021**

#### **SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

**Date: May 7, 2021**

TENTATIVE AGREEMENT  
By and Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
And  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/NEA

ARTICLE 11: HEALTH AND WELFARE BENEFITS  
May 7, 2021

This Tentative Agreement is made and entered into this 7<sup>th</sup> day of May, 2021 between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (herein after the District) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/CTA/NEA (hereinafter the Association).

IT IS AGREED THAT:

The following change shall be made to Article 11, Part D.

- D. The District and the Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A-1.

The District shall present a medical and dental plan for part-time bargaining unit members each year.

**SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

**Date: May 7, 2021**

**SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

**Date: May 7, 2021**

**TENTATIVE AGREEMENT**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Article 13: Workload**  
**May 7, 2021**

This Tentative Agreement is made and entered into this 7<sup>th</sup> day of May, 2021 between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (herein after the District) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/CTA/NEA (hereinafter the Association).

IT IS AGREED THAT:

1. Effective June 1, 2020, a Learning Community shall be considered a special project, and will follow the process for special projects as described below.
2. Article 13, section B, 4 shall be modified to read:
  4. Special Projects
    - a. A special project is defined as any District directed/provided work outside the contract that impacts the bargaining unit members' hours, wages and working conditions. For the purposes of this section, the term workload shall be as defined in Article 13, Section B1.
    - b. Properly running a District directed/provided Learning Community requires extra work and is thus designated as a special project. A Learning Community requires regular collaboration and integration between instructors on content and assignments when the same students are enrolled in the same two classes. This additional work is required in order to design and align the syllabus, course content, and assignments for the two linked courses; regularly attend each other's linked class sessions, and plan and participate in events relating to the success of the students (e.g., field trips).
    - c. For special projects beyond the assigned workload, including Learning Communities, the District shall notify the Association of the duties involved in the project and the compensation prior to initiating the workload.
5. The district will follow Article 24 in regards to clerical support.

**SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

**SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS  
ASSOCIATION**

**Faculty Service Areas for Regular (Permanent) and Contract (Probationary) Faculty  
Members**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association (Association), collectively “the parties”

**WHEREAS**, the parties have negotiated language in Article 21:I that determines the process for establishing the Faculty Service Area (FSA) pursuant to Section 87743.2 and;

**WHEREAS**, both parties acknowledge that the DISTRICT has not been consistent in the application of article 21:I;

**THEREFORE**, it is agreed that the DISTRICT shall do following no later than September 1, 2020:

1. Assign an FSA for all contract faculty based on Article 21:I;
2. Follow the District Equivalency Process for any faculty who do not meet the specific degree requirements as outlined in the Minimum Qualifications Handbook;
3. Follow the FSA appeals process as outlined in Article 21:I,(5) if a faculty member believes they have been wrongly denied an FSA.
4. Add a column to the seniority list identifying each contract faculty member’s FSA, with date of any additional FSA’s obtained through the negotiated process outlined in Article 21.

For SBCCD

Dated: 5/21/2020



\_\_\_\_\_

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD

Dated: \_\_\_\_\_

\_\_\_\_\_

Sheri Lillard, SBCCDTA Lead Negotiator

## MEMORANDUM OF UNDERSTANDING

*By and Between*

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

### **Seniority**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District Teachers Association CTA/NEA (“Association”) and San Bernardino Community College District (“District”) collectively, “the parties.”

**WHEREAS**, District practice is that full-time contract and regular faculty are placed on a seniority list based on hire date (if multiple faculty have the same hire date, a lottery is done to place those faculty in order); and

**WHEREAS**, Article 13, Workload (section A,6,a) describes how the seniority list for part-time faculty shall be administered; and

**WHEREAS**, Full-time temporary faculty (e.g., those on temporary contract and/or hired through categorical funding) do not currently have contract language establishing their seniority;

**THEREFORE**, It is agreed that the following language shall be modified in Article 13 Workload:

Section A,6,a.

Current contract and regular full-time faculty shall not be included on the part-time (adjunct), temporary faculty seniority list, irrespective of whether the full-time faculty teaches overload or summer courses.

Retired full-time faculty shall start at the bottom of the seniority list in the event of rehire.

Full-time temporary faculty who transition to part-time (adjunct) employment shall be placed on the part-time seniority list according to most recent District hire date. For instructional faculty, hire date is defined as the first day of the term in which the assignment begins. For non-instructional faculty, hire date is defined as the first day of work. If multiple faculty in the same discipline and at the same college have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.

A, 7. Full-Time Faculty.

- a. Full-time contract and regular faculty are placed on a seniority list based on hire date. If multiple faculty have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery, and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.
- b. Full-time temporary faculty who transition to a tenure-track position (i.e., become contract faculty) shall be placed on this full-time seniority list based on their District hire date that corresponds to their first tenure-track year.

Section D. Overload Assignments

In assigning overload, the district shall offer overload to full-time unit members according to full-time seniority placement and prior to part-time faculty members. If full-time faculty decline overload assignments, then hours/classes shall be offered to part-time (adjunct) faculty according to the part-time seniority process described in Article 13, section A,6,b,iii,a.

This MOU shall be effective as of October 11, 2019. Following ratification by the membership, the changes and additions to Article 13 outlined above shall be added to the contract July 1, 2020.

Date: 10/11/2019

SBCCDTA

Sheri Lillard

Sheri Lillard,  
SBCCDTA Chief Negotiator

Date: 10-11-19

SBCCD

Kristina Hannon

Kristina Hannon, Executive Director, Human Resources,  
SBCCD Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**LIBRARIAN WORKLOAD**

This Memorandum of Understanding ("MOU") is entered by and between the San Bernardino Community College District ("District") and the San Bernardino Community College District Teachers Association CTA/NEA ("Association"), collectively, "the parties."

**WHEREAS**, the language in Article 13: Workload, section 7 does not define positions identified as Non-Instructional Faculty with student contact;

**WHEREAS**, Librarians may be assigned to the Reference Desk where they interact directly and daily with students as well as lead student workshops and library orientations;

**WHEREAS**, the Collective Bargaining Agreement contains a Student Evaluation of Librarians;

**THEREFORE**, Librarians are Non-Instructional faculty with student contact hours and shall have thirty (30) hours of student contact hours, including management-assigned responsibilities, maintain five (5) hours of preparation time, and be available five (5) hours to perform required responsibilities

This MOU shall be effective March 19, 2020.

Dated: 3-19-2020

  
\_\_\_\_\_

Kristina Hannon, Vice Chancellor, Human Resources  
& Police Services

Dated: 3/19/2020

  
\_\_\_\_\_

Sheri Lillard, SBCCDTA Chief Negotiator

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS  
ASSOCIATION**

**Emergency Contingency Plan for Covid-19**

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION (Association), collectively “the parties.”

WHEREAS, the parties have negotiated Article 8 – District Rights, specifically, Article 8 Section D regarding a national and state emergency; and

WHEREAS, both parties have discussed the global pandemic impacting the nation and state, Covid-19 commonly referred to as the Coronavirus, and have agreed to institute precautions to prevent and mitigate the spread of said virus during this emergency period; and

WHEREAS, both parties have agreed that course content must meet ADA, US Department of Education, and ACCJC accrediting requirements; and

WHEREAS, the district has determined that most instructional and non-instructional work for Fall 2020 will be performed remotely, due to the ongoing emergency situation;

THEREFORE, the following provisions shall be in effect beginning August 8, 2020

1. While working remotely faculty must remain accessible, per Article 13 E (no remote work request form is required). When faculty are assigned work on site, they will be provided with appropriate personal protective equipment (PPE).
2. Faculty Distance Education certification requirements are waived through June 30, 2021, at which time the Parties will reevaluate the requirement. Ongoing training will be provided to assist faculty in conducting remote instructional and non-instructional work.
3. Course content, including electronically communicated instructional materials must meet legal and accreditation requirements. The District will continue to provide or make available ongoing training supporting accessible course design, regular substantive interaction with and between students, and student learning outcomes assessment.
4. Courses offered remotely, will be taught via one or more remote formats (e.g., Canvas, Zoom, etc.).
5. Finals week schedules at both colleges shall follow the regularly scheduled class pattern.
6. Faculty must be available while working remotely, per Article 13. Faculty who are unwilling to complete their work as assigned may use accrued sick leave and substitutes can be hired to do the faculty member’s work. Faculty who are assigned on-campus work and believe they are unable to complete the work as assigned due to health concerns, may request ADA accommodations through the Office of Human Resources.
7. Faculty evaluations will adhere to existing contract language.
8. The regular business of the College, such as Committee meetings, will be planned, to the extent possible using remote formats. The schedule will be maintained as is, and access to



the meetings will be broadly disseminated to those who wish to attend remotely.

9. Any additional changes to workload or calendar, will be negotiated between the parties before decisions are made.

This MOU remains in effect until the District determines on campus instruction and services may resume and makes the appropriate notification to the Association. This decision requires the approval and ratification by the Governing Board of Trustees.

Sheri Lillard  
Sheri Lillard, SBCCDTA Lead Negotiator

Dated: August 6, 2020

Kristina Hannon  
Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services

Dated: August 6, 2020

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Reimbursement for Expenditures Related to COVID-19**

WHEREAS, the District recognizes there have been expenditures related to COVID-19; and

THEREFORE, as of March 16, 2020, faculty may seek reimbursement for purchases that meet one of the approved expenditures for CARES act funding (attached).

1. Faculty shall turn in receipts to the appropriate manager for approval and to start the reimbursement process.
2. Expenditures incurred after September 1, 2020 must be preapproved by the appropriate manager to be eligible for reimbursement.
3. Technology equipment that is reimbursed is property of the District and must be returned upon separation or when it is no longer needed.

**SBCCD**

**Date:** February 26, 2021

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

**Date:** February 26, 2021

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

**SBCCDTA**  
**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**Covid-19 Effect on Negotiations**

This Memorandum of Understanding (MOU) is made and entered into this 19<sup>th</sup> day of March 2020 between the San Bernardino Community College District (hereafter, the District) and the San Bernardino Community College District Teachers Association (hereafter, the Association).

**WHEREAS**, the Covid-19 pandemic may result in a governmental lockdown that interrupts current negotiations;

**WHEREAS**, The Lecture, Lab, and Clinical Committee identified in Appendix R: MOU – Lecture, Lab, and Clinical Parity Committee of the current Collective Bargaining Agreement (hereafter, Agreement) completed their work during the Fall 2019 semester, and negotiations discussions both during the District-Association workgroup and at the table began prior to March 1, 2020 in accordance with that MOU;

**WHEREAS**, the current Agreement expires June 30, 2020;

**THEREFORE:**

1. Health and welfare benefits shall be negotiated by June 30, 2020, and the corresponding signed MOUs shall replace Appendix M: MOUs – Health & Welfare.
2. Other open negotiations items besides health and welfare benefits shall continue to be negotiated if possible. All Tentative Agreements (TAs) reached and ratified, and MOUs signed, between July 1, 2019 and June 30, 2020 shall be incorporated into the Agreement.
3. Any outstanding negotiations items not resolved with either MOUs or ratified TAs by June 30, 2020 shall roll over for continued negotiations during the 2020 – 2021 year, and shall be noted in Article 29 – Duration of Agreement.
4. All other terms and conditions of the Agreement between the Association and the District shall remain in full force and effect – with the following exception:

**Article 29: Duration of Agreement**

This Agreement shall remain in full force and effect for two years beginning July 1, 2020 through June 30, 2022. The District and the Association shall reopen Article 10 – Wages and Related Appendices and Article 11 – Health and Welfare Benefits and Related Appendices, in each year of the Agreement. The Association and/or the District may elect to open two (2) additional articles each year. In addition, the District and the Association agree to continue working on all unresolved items.

Dated: 3-19-2020

  
\_\_\_\_\_  
Kristina Hannon, Vice Chancellor, Human Resources

Dated: 3/19/2020

  
\_\_\_\_\_  
Sheri Lillard, SBCCDTA Lead Negotiator

MEMORANDUM OF UNDERSTANDING  
By and Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS' ASSOCIATION

Transition to Fall 2021

This MOU is entered into by and between the San Bernardino Community College District (herein after referred to as the "District") and the San Bernardino Community College District Teachers Association (herein after referred to as "CTA"), when stated collectively, they shall be referred to as "the parties."

**WHEREAS**, COVID-19 has created a significant impact on the District, which has created the need for significant flexibility and adaptability from both parties given the ever-changing environment;

**WHEREAS**, the District recognizes and values the collaboration demonstrated by CTA in its efforts to maintain modified instructional programs and educational environment for the students we serve;

**WHEREAS**, both parties are continuing to work together in preparation for the gradual reopening of the college campuses for the Summer/Fall 2021; and

**WHEREAS**, both parties have negotiated compensation under Article 10: Wages;

**THEREFORE**, the District will provide all unit members who worked during Spring 2021 and Fall 2021 a one (1) time, off-salary schedule stipend in the amount of three hundred dollars (\$300) to assist with the preparation for reopening the college campuses and the transition from the current modified work assignment(s) to safe in-person instruction that follows appropriate COVID-19 protocols and procedures. This stipend is non-precedent setting and is not a part of current negotiations for the subsequent open contract.

**SBCCD**

**Date:** May 5, 2021

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

**Date:** May 5, 2021

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Compensation for Stacked Honors Sections**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

**WHEREAS**, Crafton Hills College has compensated faculty who teach honors courses; and

**WHEREAS**, the parties agreed to come together and meet to extend or negotiate a new process/compensation for honors courses as outlined in the MOU signed December 4, 2020;

**THEREFORE**, Effective Fall 2021:

1. All faculty teaching any honors course linked to a non-honors course shall be compensated two (2) hours for each student enrolled at census at the non-instructional rate (currently \$52/hr) up to five (5) students for a maximum of ten (10) hours.

For example, an instructor teaching three (3) honors sections of ENGL-101 with eight (8) honors students would be compensated for a maximum of five (5) students or ten (10) hours. If an instructor also taught ENGL-102 as well, they could be compensated for a maximum of five (5) students for all ENGL-102 honors sections taught by the instructor as well as being compensated for the ENGL-101 honors students.

2. Counselors at both campuses will be released from other student contact to attend honors related meetings and activities during their assigned workweek.

This MOU will sunset on June 30, 2022.

**SBCCD**

**Date:** April 30, 2021

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

**Date:** April 30, 2021

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Distance Education Verification Training**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

**WHEREAS**, it is highly likely that the SBCCD will need to offer classes remotely in Fall 2021 and possibly longer;

**WHEREAS**, both parties agree that course content must meet ADA, US Department of Education, and ACCJC accrediting requirements;

**WHEREAS**, both parties agreed in a prior MOU, Emergency Contingency Plan for Covid-19, that ongoing training will be provided to assist faculty in conducting remote instructional work;

**WHEREAS**, the District has and will continue to provide support for faculty who are DE certified to implement the training based on best practices into each course to support student success;

**WHEREAS**, research conducted among SBCCD students strongly the importance of a common learning management system to their success as it enhances their ability to access course information and connect with instructors;

**WHEREAS**, prior to COVID-19, the student demand for distance education classes consistently increased every year and this trend is expected to continue; and

**WHEREAS**, changing technology requires that faculty receive ongoing support and training to enable up-to-date teaching methods;

**THEREFORE**, the goal is to have all Full-time and Part-time faculty trained in the CHC/SBVC online teaching and learning DE training (or equivalent) as approved by the campuses, hereafter referred to as DE Training, by May 25, 2022.

Faculty who have not completed DE training will be paid a \$750 stipend to complete and submit the documentation by May 25, 2022. Faculty who have completed DE training in the District between March 1, 2020 and the implementation of this MOU, will receive a stipend of \$750.

Any faculty who completed training prior to Fall 2017, may repeat DE training and receive a stipend of \$500.

Faculty who seek additional DE training, and have not already been compensated for introductory DE training, shall be paid a \$500 stipend for one additional course: *Equity & Culturally Responsive Online*

*Teaching or Creating Accessible Course Content* through SBVC, CHC, @One, or equivalent training, as approved by the Vice President of Instruction.

Verification of completion must be submitted to the immediate supervisor by May 25, 2022 to be eligible to receive a stipend.

Hours to complete DE Certification are not eligible for Flex hours or Professional Development compensation if the stipend has been claimed.

This MOU will sunset on May 25, 2022.

**SBCCD**

*Kristina Hannon*

**Date: May 7, 2021**

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

*Sheri Lillard*

**Date: May 7, 2021**

Sheri Lillard, SBCCDTA Chief Negotiator



MEMORANDUM OF UNDERSTANDING  
By and Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

**Evaluation Feedback Process for Faculty without Student Contact**

This MOU is entered into by and between the San Bernardino Community College District (herein after referred to as the “District”) and the San Bernardino Community College District Teachers Association (herein after referred to as “CTA”), when stated collectively, they shall be referred to as “the parties.”

**WHEREAS**, both parties agree that additional work needs to be conducted to determine a method for obtaining additional feedback for faculty who do not have student contact;

**THEREFORE**, both parties agree to meet and research a method for obtaining additional feedback for faculty without student contact and will agree to incorporate the agreed process into Article 16.

This work shall be completed no later than the end of fall 2021.

**SBCCD**

*Kristina Hannon*  
Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

**Date: May 7, 2021**

**SBCCDTA**

*Sheri Lillard*  
Sheri Lillard, SBCCDTA Chief Negotiator

**Date: May 7, 2021**

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Working Remotely**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

**WHEREAS**, Working remotely is a term which recognizes the ability of any bargaining unit member to meet his/her professional obligations by working at an off-site location;

**WHEREAS**, Remote work is equivalent to on-site work and should not follow a different or more restrictive set of standards;

**WHEREAS**, Faculty members do not necessarily follow a traditional 8:00 – 5:00 Monday through Friday schedule, and instead revise their schedule to best suit student needs; and

**WHEREAS**, Advancements in and availability of technology have permitted District work (e.g., committee meeting attendance) to continue with efficiency;

**THEREFORE**, Effective for fall 2021:

A faculty member’s assignment may be met by working remotely. Working remotely shall not be limited to one (1) day per week. Faculty who wish to participate in working remotely must submit a request to their immediate supervisor. If student/faculty contact arises or campus responsibilities, such as committee meetings, are scheduled, faculty shall report to District facilities to meet such responsibilities, unless mutually agreed to meet these responsibilities in a remote format.

Faculty must be accessible during the time they are working remotely by a variety of ways: email, chat, telephone, voice mail and/or messaging, etc.

This MOU will sunset at the end of fall 2021. Due to the changing circumstances, either party can request to negotiate or extend the terms of this MOU prior to the sunset date.

**SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

**SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

MEMORANDUM OF UNDERSTANDING  
By and Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

**Supporting the Commitment to Diversity, Equity and Inclusion**  
May 7, 2021

This MOU is entered into by and between the San Bernardino Community College District (herein after referred to as the "District") and the San Bernardino Community College District Teachers Association (herein after referred to as "CTA"), when stated collectively, they shall be referred to as "the parties."

WHEREAS, Black, Indigenous, and People of Color (BIPOC) faculty members contribute to the Equity mission of SBCCD in areas such as mentoring, events, social media, published works, and student engagement; and

WHEREAS, these events have been regular and ongoing, but not yet institutionalized; and

WHEREAS, BIPOC students enrolled at SBCCD rely on this work to support a welcoming and inclusive learning environment where all students can thrive; and

WHEREAS, both parties agree that the dedication and commitment engaged by BIPOC faculty members is needed within and throughout the District by all employees.

WHEREAS SBCCD supports all anti-racist actions that improve the experiences of students, faculty and staff.

THEREFORE, effective immediately, the parties have agreed as follows:

1. To develop an ad-hoc committee in conjunction with members from the EEO Advisory Committee (herein after referred to as the "ad-hoc committee") to address problems/concerns related to areas of diversity, equity and inclusion occurring within the District. Up to two (2) additional committee members will be identified by the Association. This work will also include identifying embedded practices/areas that may be related to institutionalized racism.
2. The ad-hoc committee will conduct its work by developing a Districtwide survey with the EEO committee to receive input from all employees on key areas of concern(s)/problem(s) related to diversity, equity and inclusive based on either experience or perception.
3. The ad-hoc committee will address the input received from the surveys and identify common themes and issues related to the questions from the survey.
4. The ad-hoc committee will address possible solutions to address improved diversification of the workforce, student equity, anti-racism, and inclusive practices.
5. The ad-hoc committee will report their findings to the EEO committee to determine which areas and/or events supporting diverse populations shall be institutionalized by the District.
6. The final outcomes reached by the ad-hoc committee will be shared with both parties upon conclusion.

Each outcome provided to the parties will include the following structure:

- 1) Identified inequality;
  - 2) Recommended solution(s);
  - 3) Intended outcome(s);
  - 4) Evaluative measures (benchmarks);
  - 5) Time for completion;
  - 6) Related costs and/or compensation, if any.
- 
7. The timeframe for developing the ad-hoc committee shall commence immediately with the schedule to perform the various tasks comprised by the committee. This work and related outcomes shall be completed prior to the end of the 2020-21 Academic Year, but no later than June 30, 2021.
  
  8. Campus/District groups, committees, associations, departments and programs may request EEO funds to support events that meet one of the EEO Multiple Methods (in particular, Method 4: Focused outreach and publications, and Method 9: Grow-your-own programs).\* Such requests may include reassigned time or stipends for work assigned by a manager. The EEO committee will continue to review any requests for funds that are received and meet one of the Multiple Methods.

\*The Multiple Methods include: Board policies and adopted resolutions, Incentives for hard-to -hire areas/disciplines, focused outreach and publications, procedures for addressing diversity throughout hiring steps and levels, consistent and ongoing training for hiring committees, professional development focused on diversity, diversity incorporated into criteria for employee evaluation and tenure review, grow-your-own programs.

In the event of unforeseen circumstances, both parties agree to amend the proposed timeline, if/when needed.

**SBCCD**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

**SBCCDTA**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

**MEMORANDUM OF UNDERSTANDING**  
*By and Between*  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION**

**Student Learning Outcomes**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

**WHEREAS**, the compensation for work on Student Learning Outcomes (SLOs) has been incorporated into both the full-time and part-time salary schedules; and

**WHEREAS**, Article 13 now describes faculty workload to include work on learning outcomes, but does not itemize examples of this work as in the MOU dated January 30, 2013;

**THEREFORE**,

The faculty work in regards to the development and assessment of student learning outcomes, program level outcomes, and institutional learning outcomes may include:

1. Writing and revising learning outcomes.
2. Choosing a method to measure the learning outcomes.
3. Setting a numerical target for outcome results.
4. Assessing the learning outcomes and documentation of results.
5. Participating in departmental meetings.
6. Evaluating outcome results per the cycle established by the institution.
7. Ensuring that the learning outcomes on the active current Course Outline of Record (COR) are on the syllabus.

The District shall continue to provide training in the SLO process to all interested faculty.

This MOU shall be effective October 23, 2020.

**SBCCD**

Date: 10/23/2020

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

Date: 10/23/2020

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

MEMORANDUM OF UNDERSTANDING  
By and Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
And  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

**Non-Credit MOU**

**May 7, 2021**

WHEREAS, it is agreed that all contract bargaining unit members teaching non-credit classes as part of their teaching load shall be subject to all conditions of this Agreement as if the member were teaching credit classes;

**WHEREAS**, the Workweek/Workday has been previously negotiated under Article 13.B;

**WHEREAS**, the District and Association previously negotiated an MOU for non-credit classes, effective May 26, 2016 through June 30, 2018;

**WHEREAS**, the previous agreement has expired;

**THEREFORE:**

1. The hourly rate for full time faculty overload and adjunct faculty teaching non-credit classes shall be the same as the current hourly instructional rate for credit classes.
2. The parties agree to meet during fall 2021 to consider the fiscal impact and re-evaluate appropriate compensation.

**SBCCD**

*Kristina Hannon*  
Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

**SBCCDTA**

*Sheri Lillard*  
Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

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

**CHANGE IN HEALTH AND WELFARE BENEFITS PLAN YEAR FOR FULL-TIME FACULTY**

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION (Association), collectively, “the parties.”

WHEREAS, the plan year for health and welfare benefits changed from July 1<sup>st</sup> through June 30<sup>th</sup> to October 1<sup>st</sup> through September 30<sup>th</sup>;

WHEREAS, the MOU signed on March 27, 2020 was effective July 1, 2020 through June 30, 2021;

THEREFORE, the terms of the referenced MOU will be extended to cover the period of July 1, 2021 through September 30, 2021 and subsequent MOUs will have effective dates that align with the plan year.

**SBCCD**

Date: April 30, 2021

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

Date: April 30, 2021

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

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

**HEALTH AND WELFARE BENEFITS FOR FULL-TIME FACULTY**

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION (Association), collectively, “the parties.”

For the 2021-2022 plan year (October 1, 2021 – September 30, 2022), the benefit cap shall be as follows:

1. Medical plan only: \$14,124.00
  - a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
  - a. Medical plans offered to include a choice of six (6) medical plans:
    - i. Anthem Blue Cross Select-Network HMO Premier (No additional cost option)
    - ii. Anthem Blue Cross Full-Network HMO Premier (Additional cost option)
    - iii. Anthem Blue PPO (Additional cost option)
    - iv. Anthem Blue PPO Low (Additional cost option)
    - v. Kaiser Low HMO \$30 Co-Pay (Additional cost option)
    - vi. Kaiser High HMO \$10 Co-Pay (Additional cost option)
2. Dental, Vision, Term Life and AD&D: \$641.76
  - a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
  - b. Dental plans offered include a choice of two (2) dental plans:
    - i. DeltaCare USA HMO (No additional cost option)
    - ii. Delta Dental PPO (Additional cost option)
  - c. Vision plan offered include one vision (1) plan:
    - i. EyeMed (No additional cost option)
  - d. Term Life and AD&D policies include Basic and Voluntary coverage options:
    - i. Prudential Basic Term Life: \$50,000 (No additional cost)
    - ii. Prudential Basic AD&D: \$50,000 (No additional cost)
    - iii. Prudential Voluntary Term Life (Additional cost option)
    - iv. Prudential Voluntary AD&D (Additional cost option)



3. Medical Wavier

- a. Full-time faculty members who chose to opt-out of the medical plan benefits shall complete the 2021-2022 Opt-Out of Medical Benefits Form.
- b. In lieu of medical benefits, full-time faculty members who chose to opt-out shall receive a \$250 per month (\$3,000 per year) stipend. It is understood that this monthly stipend may be considered a compensable benefit and subject to the appropriate taxes and applicable retirement contributions. The District shall still continue any other plan that the faculty member is currently enrolled in including dental, and vision, and any other alternative insurance benefits including Basic Life Insurance and the Employee Assistance Program (EAP).

There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due from the unit member.

The District shall contribute the cost of the least expensive health and welfare plan to full-time unit members during the 2021-2022 plan year (October 1, 2021 – September 30, 2022).

This Agreement is made and entered into this 30<sup>th</sup> day of April, 2021.

**SBCCD**

**Date: April 30, 2021**

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

**Date: April 30, 2021**

*Sheri Lillard*

Sheri Lillard, SBCCDTA Chief Negotiator

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION  
AND  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**HEALTH AND WELFARE BENEFITS FOR PART-TIME (ADJUNCT) FACULTY**

This Memorandum of Understanding (MOU) is made and entered into this 7<sup>th</sup> day of May, 2021 between the San Bernardino Community College District (hereinafter, "District") and the San Bernardino Community College District Teachers Association-CTA/NEA (hereinafter, "Association").

WHEREAS, The District and Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A-1 where the existing collective bargaining agreement also indicates that the District shall present a health and welfare plan for part-time bargaining unit members in the 2019-2020 academic year for implementation on September 1, 2020.

WHEREAS, The District has researched various plan offerings with insurance carriers to offer medical benefits to part-time faculty.

IT IS THEREFORE AGREED THAT:

In an ongoing effort to continue to address "D" of Article 11: Health and Welfare Benefits, part-time faculty and their eligible dependents for the 2021-2022 plan year.

Effective October 1, 2021 through September 30, 2022, the District shall:

**MEDICAL**

1. Offer Anthem Blue Cross PPO High Deductible plan to all eligible part-time faculty and eligible dependents at 100% employee contribution.
2. An interest list will be developed over a two-week period to determine how many adjuncts would be interested in enrolling.
3. Up to 20 adjuncts who meet the eligibility requirements will be funded \$375 each month (for up to 12 months) not to exceed \$4,500 for the 2021-2022 plan year, to help offset the cost of employee premiums. The maximum enrollment for this funding shall be 20 faculty. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

**DENTAL**

1. Offer the Delta Dental HMO Direct for eligible part-time faculty and eligible dependents at the 75% employer contribution/25% employee contribution.
2. An interest list will be developed over a two-week period to determine how many adjuncts would be interested in enrolling.
3. The District will fund the employer contribution for up to 25 part-time faculty who meet the eligibility requirements (\$24.66 each month (for up to 12 months) not to exceed \$295.92 for the 2021-2022 plan year). The maximum enrollment for this funding shall be 25 faculty. The

established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

The following eligibility requirements shall apply:

1. Part-time faculty must be actively employed in a district faculty position.
2. Applicants who have existing coverage elsewhere are not eligible for District funding.
3. Priority will be established as follows:
  - a. 1<sup>st</sup> priority: Applicants enrolled in the previous plan year.
  - b. 2<sup>nd</sup> priority: Shall be established by the earliest hire date.
4. Any subsequent enrollments are at the discretion of the District.
5. An eligible employee may choose either medical or dental benefits, but not both.

The District reserves the right each school year to change the medical plan and/or subsidy amount offered to part-time faculty.

**SBCCD**

*Kristina Hannon*

**Date: May 7, 2021**

Kristina Hannon, Vice Chancellor,  
Human Resources & Police Services, SBCCD Chief Negotiator

**SBCCDTA**

*Sheri Lillard*

**Date: May 7, 2021**

Sheri Lillard, SBCCDTA Chief Negotiator