

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

September 20, 2022

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as “the Parties”.

The Parties agree to the following regarding a Remote Work Schedule (“RWS”) for the period of November 1, 2022, through June 30, 2023.

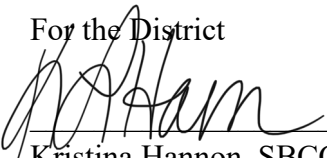
1. Permanent unit members requesting an RWS, where the employee works from an off-site location, shall submit a request form to their immediate supervisor. The supervisor may accept, reject, or modify the request to work remotely. A modification can include approval of a Hybrid schedule, where the unit member may work from a private off-site location within two (2) hours of the worksite for some of their schedule, but report to their work location at other times. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. Denial of a request for an RWS must include reasons in writing. A denial of a request for an RWS shall be submitted to the Office of Human Resources department, which will ensure the decision is not arbitrary and capricious. The decision to grant or deny an RWS is not subject to the grievance process.
2. A unit member with an approved RWS must sign an individual RWS agreement.
3. The ultimate decision as to whether to approve or deny an RWS rests solely with the immediate supervisor. An RWS schedule shall be considered on an individual basis.
 - a. In general, positions that may be considered for RWS arrangements meet the following criteria:
 - i. Job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity or security standards of a department;
 - ii. Does not create an undue burden on efficient daily operations or office staffing needs;

- iii. It is incumbent on the immediate supervisor to ensure fairness in the rotation of the RWS and fairness in workload.
- b. In general, positions that are *less* suitable for RWS meet the following criteria:
 - i. Involving necessary face-to-face customer service duties;
 - ii. Involving interaction with, and improvement to, campus/site facilities;
 - iii. Involving necessary face-to-face direction of student workers; and
 - iv. Require specialized equipment, supplies, or materials available only at the worksite.
- 4. After an RWS agreement is approved, the immediate supervisor shall use their best efforts to provide the appropriate technology, equipment, office supplies, and other assistance for the employee to perform their job successfully through remote work. Employees who take District equipment to their remote location will be required to sign a form acknowledging receipt of the equipment and agreeing to maintain the equipment in working condition.
- 5. Unit members can discontinue RWS at any time and return on-site.
- 6. The immediate supervisor may permanently rescind RWS for an on-site work schedule, upon 14 calendar days' notice to account for a change in staffing levels or upon 7-calendar days' notice for failure to abide by any of the terms of the individual RWS agreement. On any given day, an employee may be temporarily called into the physical work location if notified by the end of the previous day's shift.
- 7. The District will provide the Association with the current RWS list including names, worksite location, and shift times worked at the beginning of the approved RWS.

This MOU will sunset on 30 June 2023 and shall be reevaluated and subject to negotiations at any time.


This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



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

For CSEA



Cassandra Thomas, President CSEA #291



Ernest Guillen, Team Member

Brandice Mello

Brandice Mello, Team Member

Yendis Battle

Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR