

**Memorandum Of Understanding  
By and Between The  
San Bernardino Community College District Teachers Association  
And  
San Bernardino Community College District**

**Mandatory Training**

This Memorandum of Understanding (“MOU”) is entered by and between the  
San Bernardino Community College District Teachers Association (Association), And The  
San Bernardino Community College District (“District”)  
Collectively “The Parties”

The Parties agree that:

1. As of 2-3-23, mandatory training pertains to discrimination and harassment unless otherwise specified by the area of assignment.
  
2. In the future should mandatory trainings for any reason, laws, policies, regulations, etc., be required, the SBCCD will notify the SBCCDTA in accordance with Article 27.
  
3. When there is a change to mandated training, the District will make every effort to offer the new training(s) at in-service/orientation.
  
4. If mandatory training is required, all faculty will be included in such training(s).

For SBCCD

Dated: 2/3/2023

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human  
Resources & Police Services

For SBCCDTA

Dated: 2-3-23

Richard Jaramillo

Richard Jaramillo, SBCCDTA Lead  
Negotiator

**Memorandum Of Understanding  
By and Between The  
San Bernardino Community College District Teachers Association  
And  
San Bernardino Community College District**

**Article 13 and 20 Grievance Hold**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District Teachers Association (Association), And The San Bernardino Community College District (“District”) Collectively “The Parties”

The SBCCDTA and SBCCD will suspend the article 13 and 20 Grievance at level 3 as per the following agreement.

SBCCDTA and SBCCD agree to work on the article 13 and 20 Grievance regarding safety as part of the negotiations process.

SBCCDTA and SBCCD will work to achieve common ground on class size as it related to safety and will give an update to SBCCD Chancellor Rodriguez and SBCCDTA President Ed Gomez on May 1, 2023.

If the update given by SBCCDTA and SBCCD are not on track to complete an agreement by June 30, 2023 deadline, the grievance process will move forward to the next step.

For SBCCD

Dated: 1/20/2023

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For SBCCDTA

Dated: 1-30-23

Richard Jaramillo

Richard Jaramillo, SBCCDTA Lead Negotiator

**Memorandum Of Understanding  
By and Between The  
San Bernardino Community College District Teachers Association  
And  
San Bernardino Community College District**

**Article 13 Grievance Hold**

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District Teachers Association (Association), And The San Bernardino Community College District (“District”) Collectively “The Parties”

The SBCCDTA and SBCCD will suspend the article 13 Grievance at level 5 as per the following agreement.

SBCCDTA and SBCCD agree to work on article 13 Grievance on stacked sections as part of the negotiations process.

SBCCDTA and SBCCD will work to achieve common ground on stacked sections and will give an update to SBCCD Chancellor Rodriguez and SBCCDTA President Ed Gomez on May 1, 2023.

If the update given by SBCCDTA and SBCCD are not on track to complete an agreement by June 30, 2023 deadline, the Arbitration process will move forward.

For SBCCD

Dated: 1/20/2023

*Kristina Hannon*

Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For SBCCDTA

Dated: 1-30-23

Richard Jaramillo

Richard Jaramillo, SBCCDTA Lead Negotiator

**TENTATIVE AGREEMENT**  
**By and Between**  
**San Bernardino Community College District Teachers Association**  
**And**  
**San Bernardino Community College District**

**ARTICLE 11: Health and Welfare Benefits**

- A. The District shall fully fund the least expensive health and welfare plan for each full-time unit member. Individual unit members shall have the option to select health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans. The benefit cap shall be listed in the Appendix.
- B. 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 the unit member.
- C. Upon receipt of notice by the District that the premiums are expected to increase in an amount which may change, the District shall notify SBCCDTA of such expected increase. Upon receipt of notice of the actual amount of any increase, the District shall notify unit members of the amount of the actual increase and the effective date of such increase.
- 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.

The District shall offer 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:** April 22, 2022

**SBCCDTA**

*Jamie Herrera*

Jamie Herrera, SBCCDTA Chief Negotiator

**Date:** April 22, 2022

**TENTATIVE AGREEMENT**  
**By and Between**  
**San Bernardino Community College District Teachers Association**  
**And**  
**San Bernardino Community College District**

**Article 10 Wages**

This Tentative Agreement 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, To attract and retain the most qualified candidates we need to offer wages for both full and part-time faculty to be competitive with our comparison colleges;

WHEREAS, United States has experienced record inflation at 7% in 2021;

WHEREAS, The Cost-Of-Living Adjustment was 5.07% for 2021-2022, 6.17% (revised by the Legislative Analyst’s Office from 5.33%) for 2022-2023, and estimated to be 3.64% for the 2023-2024 year; and

IT IS THEREFORE AGREED THAT:

- A. The proposed full-time salary schedule will replace the salary schedule in Appendix A-1a.
  - a. 5% increase effective July 1, 2022
  
- B. The proposed Appendix A-2a including the hourly compensation schedule shall replace the current language in Appendix A-2a.
  - a. \$3 increase and the addition of step 4-to the Instructional and Non-Instructional rates effective July 1, 2022

PT Hourly and FT Overload Rates*			
Assignment	Rate		
FT/PT Non-Teaching Agreements PT Professional Development	\$52		
Non-Instructional Faculty (Counselors, Librarians, Health Center Nurses, and nonteaching overload for Coordinators and Faculty Leads)	Group 1	Group 2	Group 3
Based on Requirements on Placement Guidelines**	C	D-H	I
Step 1	\$55	\$57	\$59
Step 2	\$57	\$59	\$61
Step 3	\$59	\$61	\$63
Step 4	\$61	\$63	\$65
Instructional Faculty (Lab/Lecture/Clinical/Non-Credit)			
Based on Requirements on Placement Guidelines**	C	D-H	I
Step 1	\$69	\$71	\$73
Step 2	\$71	\$73	\$75
Step 3	\$73	\$75	\$77
Step 4	\$75	\$77	\$79

Faculty in all groups shall be required to work (in any faculty capacity) for 2 consecutive semesters. If there is no break in service, the following shall be applied:

STEP 1: Semesters 1 and 2

STEP 2: Semesters 3 and 4

STEP 3: Semesters 5 and 6

STEP 4: Semesters 7 and beyond

If there is a break in service for adjunct (part-time) faculty of no more than two (2) consecutive semesters, the unit member shall maintain their Step but will start with semester 1. (This aligns with the seniority list). If class is cancelled, the part-time bargaining unit members shall be paid a maximum of four (4) hours or for the first-class meeting, whichever is less. If the lecture and lab occur on the same day, bargaining unit members shall be paid a maximum of four (4) hours for the lecture and a maximum of four (4) hours for the lab or for the first-class meeting of each, whichever is less. Short-term and/or intensive classes will be pro-rated according to the schedule below:

<u>Total Semester Hours</u>	<u>Hours of Compensation</u>
16 or less	1
17 – 32	2
33 – 48	3
49 or more	4

\*Faculty shall be placed on their appropriate Step and Column based on education and existing length of service at SBCCD

\*\*Columns C through I guidelines are found in Article 13.J. (Salary Schedule Placement Guidelines).

**SBCCD**

Kristina Hannon

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

**Date:** April 22, 2022

**SBCCDTA**

Jamie Herrera

Jamie Herrera, SCCDTA Chief Negotiator

**Date:** April 22, 2022

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 22<sup>nd</sup> day of April, 2022 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.

**WHEREAS**, the number of part-time faculty have been fewer than anticipated and this money can be used to benefit all part-time faculty in other areas.

**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 2022-2023 plan year.

Effective October 1, 2022 through September 30, 2023, the District shall offer:

**MEDICAL**

1. Offer Anthem Blue Cross PPO High Deductible plan to all eligible part-time faculty members and eligible dependents at 100% employee contribution.
2. An interest list will be developed over a two-week period to determine how many part-time faculty members would be interested in enrolling.
3. Up to a maximum of 10 part-time faculty members who meet the eligibility requirements will be funded each month (for up to 12 months) not to exceed \$45,000 for the 2022-2023 plan year, to help offset the cost of employee premiums. The allocated \$45,000 will be divided equally amongst the enrollees, up to 10 people. The subsidy cannot exceed the cost of the benefits. 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 part-time faculty members would be interested in enrolling.

3. The District will fund the employer contribution for up to 25 part-time faculty members who meet the eligibility requirements (\$25.15 each month (for up to 12 months) not to exceed \$301.80 for the 2022-2023 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: April 22, 2022

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

#### **SBCCDTA**

*Jamie Herrera*

Date: April 22, 2022

Jamie Herrera, 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 2022-2023 plan year (October 1, 2022 – September 30, 2023), the benefit cap shall be as follows:

1. Medical plan only: \$14,304.00
  - 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.
  - b. 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: \$649.68
  - 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 2022-2023 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 2022-2023 plan year (October 1, 2022 – September 30, 2023).

This Agreement is made and entered into this 22<sup>nd</sup> day of April, 2022.

**SBCCD**

Kristina Hannon

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

**Date:** April 22, 2022

**SBCCDTA**

Jamie Herrera

Jamie Herrera, SCCDTA Chief Negotiator

**Date:** April 22, 2022

**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, 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 upon district plan and agreed upon MOU/TA.

**For SBCCD**

**Date:** 4/15/2022

*Kristina Hannon*

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

**For SBCCDTA**

**Date:** 4/15/2022

*Jamie Herrera*

Jamie Herrera, SBCCDTA Chief Negotiator

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

ARTICLE 2: UNIT DESCRIPTION/RECOGNITION  
January 28, 2022

The following changes shall be made to Article 2:

- A. Pursuant to the certification of the Public Employment Relations Board, the District recognizes the Association as the exclusive representative for the following unit of employees. The unit represented by the Association shall include all academic regular, contract, and hourly faculty (e.g., instructors, counselors, librarians, college nurses, and coordinators).
- B. The unit represented by the Association shall exclude all classified employees while performing classified duties; administrators; management; supervisory and confidential employees; presenters and facilitators of fee-based courses; and lecturers, facilitators, independent contractors and their employees, including but not limited to those engaged in, among others, fire science, police science, emergency medical services, respiratory care, all substitutes and management interns performing management work as defined by the EERA. Anyone excluded from the unit shall not do the work of bargaining unit members.
- C. The District and Association agree that the composition of the bargaining unit is appropriate and neither party will seek a clarification or amendment of any kind, either as to the inclusions or exclusions, during the term of the Agreement, except upon mutual agreement of both parties, or the District establishes a new position.

If the two parties cannot come to mutual agreement regarding any modification in the composition of the unit during the term of this agreement, the Unit may appeal to the Public Employment Relations Board.

For SBCCDTA:

Jamie Herrera  
Jamie Herrera, SBCCDTA Lead Negotiator

For SBCCD:

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