

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

November 14, 2023

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").

- 1) ~~Effective July 1, 2023, the salary schedule will increase by the Cost of Living Adjustment (COLA) eight and twenty two one hundredths percent (8.22%) ten percent (10%) for all bargaining unit members. The increase shall not in any way prevent CSEA or the District from re-opening Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 25: Completion of Meet and Negotiations.~~ (reworded and moved below)
- 2) ~~The above language regarding Article 7.1 will be placed within Article 7: Pay and Allowances once negotiations for the 2023-2026 Collective Bargaining Agreement are completed.~~

WHEREAS, the intent is to continue being competitive within our region in offering one of the best total compensation packages in the surrounding area;

WHEREAS, the District continues to keep all employee groups within the median range based on total compensation with comparison districts;

WHEREAS, the District is making the commitment to all employees by implementing this formula, as long as there is additional revenue, we are distributing the majority of those revenues to our employees;

WHEREAS, this formula represents projected enrollment growth with the certainty of reaching these enrollment goals and showing our commitment to employees now by distributing these estimated revenues;

THEREFORE, for fiscal years ~~23-24~~ 24-25; and 25-26, total compensation (e.g. salary, health and welfare benefits) will be determined using the formula below, and will resolve negotiations for each year ~~with regard to Article 7 and Article 10: F~~

The bargaining unit shall receive its proportionate share of the increased unrestricted revenue which is above an established base amount less mandatory expenditures as illustrated in Attachment A. The bargaining unit's proportionate share of such revenues will be based upon:

- 1) The unit's total salary and benefit cost, including the cost of District contribution towards health coverage for all eligible CSEA positions which is compared to the total District salary benefit and contribution costs for authorized/filled positions of all District employee groups.
- 2) Authorized/filled positions which are funded from special programs/categorical funds are excluded from both the Association's unit's cost and other employee group costs.
- 3) Attachment A will be updated on an annual basis at the time the State Final Budget is approved (typically the month of July).

DISTRICT Counter proposal #2 11.14.23

Attachment A provides the methodology as to how CSEA’s “proportionate share” is calculated.

For the purposes of this Tentative Agreement, revenue is defined as the Total Computational Revenue ("TCR") less any revenue shortfall, as estimated by the State Chancellor's Office. The TCR includes revenue categories for COLA, base increases, growth, as well as other rate increases included in the Student-Centered Funding Formula. Estimated increased unrestricted revenue is calculated by comparing the TCR from the State Chancellor's Office (referred to by State Chancellor’s Office as Exhibit C) or the prior year to estimated revenue for the upcoming year, using the most current rates and guidance by the State Chancellor's Office.

Any reference to the prior year refers to the fiscal year preceding one of the contract years stated above.

According to the current estimates, the formula will distribute over 80% to employees to cover increases in benefits, step and column. In the event that there is any “remaining amount” as indicated in Attachment A, that amount will be allocated proportionally (using the formula to determine “proportionate share” as indicated in Attachment A) to the Association to use in a manner it sees fit.

- 1) Effective July 1, 2023, the salary schedule shall increase to ten (10) steps (G, H, I, J) with 3.0% differential between steps, totaling 12%. CSEA or the District may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 25: Completion of Meet and Negotiations to view the formula and see the proportionate share that will be applied.
- 2) The results of the Compensation and Classification study shall be implemented to ensure all positions are at the median based on the District's salary philosophy.
- 3) The above language regarding Article 7.1 will be placed within Article 7: Pay and Allowances once negotiations for the 2023-2026 Collective Bargaining Agreement are completed.

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

For the District

For CSEA

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

Ernest Guillen, President CSEA #291

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