

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

November 29, 2023

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.”

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.

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 POA position(s) 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).

Attachment A provides the methodology as to how POA’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

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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%. POA or the District may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 24: Completion of Meet and Negotiation to view the formula and see the proportionate share that will be applied.
- 2) The results of the Compensation and Classification study shall be considered, with the goal being to get all positions as close as reasonably possible to the median based on the District's salary philosophy.
- 3) The above language regarding Section 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

Date: _____

Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For the Association

Date: _____

James Quigley, Interim President, Police Officers Association

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
SALARY INCREASE FORMULA
FISCAL YEAR 2023-2024**

DESCRIPTION	AMOUNTS	NOTES
Forecasted Revenue over FY23	\$ 8,713,156	Includes Forecasted Enrollment Growth
Step and Column Amount		
Academic	381,170	
Classified	450,025	
Confidential	40,080	
Management (Academic)	365,315	
Management (Executive)	52,818	
POA	22,462	
Total Step and Column Amount	1,311,870	
Benefits Increase	1,063,824	
Retirement Increase	753,815	
Increase for 9% of 4000s to 6000s	1,416,015	
Annual Expense Increase	4,545,524	
REVENUE LESS EXPENSES	\$ 4,167,632	

Internal Calculations			
Increase for 4000s to 6000s Object Codes			
Increase for 1% to the 4000s to 6000s Object Codes	\$	157,335	
Percentage		9%	
Total Amount for 4000s to 6000s Object Codes	\$	1,416,015	
			Share of Remainder
Unit	1% Amount	Proportional Amount Per Unit	
Confidential	21,115	95,018	\$ 1,368
CSEA	332,633	1,496,849	\$ 21,558
CTA	351,971	1,583,870	\$ 22,812
POA	7,080	31,860	\$ 459
Management	174,668	786,006	\$ 11,321
Executive Management	25,524	114,858	\$ 1,654
Totals	\$ 912,991	\$ 4,108,460	\$ 59,172
	Remaining Amount: \$	59,172	

Total for Step and Column + Benefits + Retirement Costs	\$	3,129,509
Percent Equivalent Step and Column + Benefits + Retirement Costs		3.43%
Maximum Parameter Percentage for Salary Increase		4.50%
Maximum Parameter Amount for Salary Increase	\$	4,108,460
Total Effective Increase		7.93%
Amount of Additional Revenues Towards Employees	\$	7,237,969
Percentage of Additional Revenues Toward Employees		83.07%