

**Memorandum Of Understanding
By and Between The
San Bernardino Community College District Teachers Association
And
San Bernardino Community College District
High Intensity Laboratory Designation Process**

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”

WHEREAS, The parties have agreed to updated language to Article 13.2.B

High Intensity Laboratory Hours: Instructor student contact hours in which both the student and the faculty have significant preparation before the scheduled contact time as well as significant work to be done after the scheduled contact time. The high intensity lab designation will apply to Nursing, Psychiatric Technology, and laboratory Science courses articulated to the IGETC pattern; and

THEREFORE, The parties agree to pilot a process to address petitions for lab courses who seek or have been initially assigned the “High Intensity Laboratory” designation, which consists of:

Establishment of a dedicated ad hoc committee comprising of eight (8) members:


- Four (4) faculty members:
 - Two (2) appointed by the SBVC Academic Senate with at least one (1) of whom has taught previously approved high intensity labs.
 - Two (2) appointed by the CHC Academic Senate with at least one (1) of whom has taught previously approved high intensity labs.
- Four (4) management employees: Two (2) appointed by each College President or designee.

The charge of this ad hoc committee will be to create an annual process and to review petitions for the High Intensity Laboratory designation. The committee will make recommendations to the campus President, who will review the petitions and make the final decision by December 31, 2024, for implementation in Fall 2025. If the President’s decision differs from the committee’s recommendation, a written justification will be provided. The President’s decision is final and is not grievable, but may be appealed by reapplying the following academic year.

The Parties agree to evaluate the pilot process no later than the Spring 2026 semester and discuss potential changes to the process and associated load assignments.

This MOU will sunset on June 30, 2026.

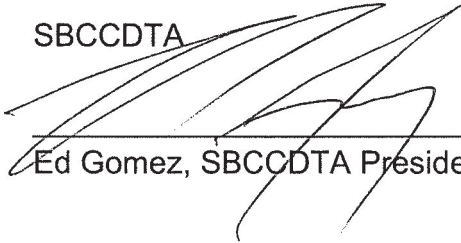
SBCCD



Date: 03/12/24

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

SBCCDTA



Date: 3-12-24

Ed Gomez, SBCCDTA President

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

Compensation for Large Lecture 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, the parties agree that unless specified in other provisions of the bargaining agreement, sections may be stacked to expand offerings to students and to increase efficiency; and

WHEREAS, the parties agree that stacked classes are defined as two (2) or more section numbers which meet at the same time, in the same environment; and

WHEREAS, the parties agree to continue discussions regarding Article 13.C.2: Maximum Class Size;

THEREFORE, the parties agree to pilot a Large Lecture Stipend for the 2024-2025 Academic Year while negotiations continue. Effective Fall 2024, where sections are stacked such that the combined number of students exceeds the optimum class size, faculty will be compensated in accordance with the large lecture section compensation chart below:

Actual Enrollment at Census	Up to 1 Unit Lecture	2 Units Lecture	3 Units Lecture	4 Units Lecture	5+ Units Lecture
50-59	\$275	\$400	\$525	\$650	\$775
60-69	\$475	\$800	\$1125	\$1450	\$1775
65+	\$800	\$1450	\$2100	\$2750	\$3400

Both parties agree to come together and meet to extend this MOU if a new process/compensation for stacked courses is not finalized by May 30, 2025.

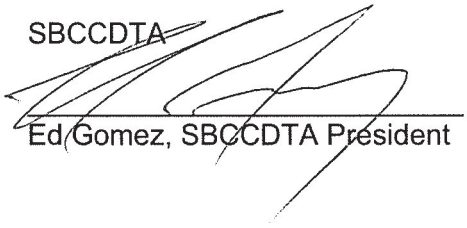
SBCCD



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

Date: 03/12/24

SBCCDTA

A large, stylized handwritten signature in black ink, appearing to be 'Ed Gomez', is written over a horizontal line.

Ed Gomez, SBCCDTA President

Date: 3-12-24

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

Article 10 Wages
March 11, 2024

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

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

WHEREAS, despite the uncertainty of the economy, the District is responsible for ensuring fiscal stability and solvency; and

WHEREAS, the average hourly rate for SBCCDTA Part-Time Faculty is more than 14% below the region median pay and the Full-Time faculty is on average 10% below the region median; and

Whereas, the COLA for 2023-2024 is 8.2%, meant to offset the large margin of inflation currently in the US economy;

THEREFORE, for fiscal Year 2023-2024, wages will be increased 11.33% across all steps and columns for-Part-Time faculty, Instructional and Non-Instructional, retroactive to July 1, 2023.

For Fiscal Year 24-25, wages will be increased 1% across all steps and columns for Part-Time faculty, Instructional and Non-Instructional.

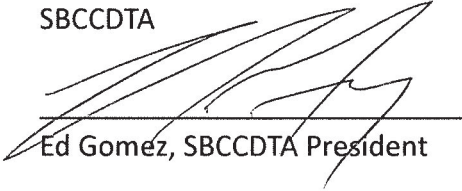
2023-2024 FT/PT Non-Teaching Agreements/PT Professional Development \$57.88							
PART-TIME INSTRUCTIONAL				PART-TIME NON-INSTRUCTIONAL			
	GROUP 1	GROUP 2	GROUP 3		GROUP 1	GROUP 2	GROUP 3
1	76.80	79.02	81.25	1	61.22	63.44	65.67
2	79.02	81.25	83.48	2	63.44	65.67	67.89
3	81.25	83.48	85.70	3	65.67	67.89	70.12
4	83.48	85.70	87.93	4	67.89	70.12	72.35



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

Date: 03/12/24

SBCCDTA



Ed Gomez, SBCCDTA President

Date: 3-12-24

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

Article 13.B.1-2 Workweek/Workday (Parity)
March 8, 2024

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."

The parties agree that the language in Article 13, B, 1-2 will be updated and implemented effective Fall 2024 as follows:

B. Workweek/Workday

1. All Full-Time Faculty

The workweek for all full-time faculty shall be forty (40) hours. Less than full-time faculty shall have a workweek of forty (40) hours prorated on the basis of full-time equivalency. (e.g., nine (9) lecture hours equals 0.600 F.T.E., a workweek of twenty-four (24) hours).

The forty (40) hour week for all full-time faculty shall include all student contact responsibilities, on-campus office hours (posted and arranged consultation hours), accurate record keeping for grades and attendance, committee assignments, preparation of all required reports, curriculum development and revision, learning and/or service area outcomes assessment, attendance during in-service days including commencement ceremonies and in-service activities, and other non-student contact responsibilities as determined and assigned by the District. All full-time faculty also shall attend commencement ceremonies and other in-service activities unless excused by the Chancellor or his/her designee.

The District and the Association recognize the professional nature of the work (as defined by Labor Code) performed by the faculty members and agree that full-time faculty shall be available at the District facilities for an additional five (5) hours per week beyond the assigned student contact hours, non-student contact hours, and office hours (pro-rated for less than full-time faculty) to perform required responsibilities. All faculty are required to serve on committees as appointed by the academic senate and/or as officially recognized advisors to student clubs/organizations as a part of their assignment.

All semester-end documentation (grade submission, SLO/SAO data collection, and professional development reporting (end of Spring semester only)) must be completed prior to release of each semester's final pay warrant.

Distance Education (including courses offered online) is recognized by both the Association and the District as an appropriate mode of delivery to meet the needs of our student

population. In order to meet the expectations for full-time faculty responsibilities to the college, online course instruction shall be limited to 0.500 load for full-time faculty. Exceptions to this limitation must be approved by the supervising manager and the Vice President of Instruction. Faculty for whom this provision applies to shall follow the guidelines regarding the course quality and qualifications to teach online courses set forth by their respective campuses' Distance Education/Online committees. Distance educational assignments shall be on a voluntary basis subject to approval of the supervising manager.

There shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise provides written consent to their immediate supervisor. The District shall not for arbitrary and capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District's operational day.

No overload hours, extra compensation work of any kind, or special contract assignments shall be included within the forty (40) hours. As set forth in Tables I and II of this Agreement, a faculty member shall be assigned a weekly schedule comprised of one of the following:

- a. Fifteen (15) lecture hours.
- b. Eighteen (18) high intensity laboratory hours.
- c. Twenty-one (21) laboratory/clinical hours.
- d. Thirty (30) non-instructional hours.
- e. Thirty-five (35) hours of other assigned responsibilities.
- f. Any combination of the above-listed assignments equaling 1.000 full-time equivalency.

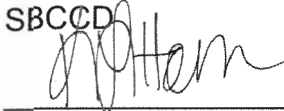
2. Definitions

- a. Lecture Hours: Instructor student contact hours in which the instructor normally gives a lecture presentation which was previously prepared, and students are required to complete substantial work prior to or after such lecture presentation.
- b. High Intensity Laboratory Hours: Instructor student contact hours in which both the student and the faculty have significant preparation before the scheduled contact time as well as significant work to be done after the scheduled contact time. The high intensity lab designation will apply to Nursing, Psychiatric Technology, and laboratory Science courses articulated to the IGETC pattern. Those science labs deemed high intensity are those that meet the California General Education Transfer Curriculum (CalGETC) requirement for laboratory science. Those labs deemed high intensity are those that meet the Area B (Scientific and Quantitative Reasoning) of the CSU general breadth requirement and/or Area 5 (Physical and Biological Sciences) of the IGETC of Intersegmental General Education Transfer Curriculum until CalGETC is approved, at which time, The District will adopt those CalGETC approved courses in the lab sciences.
- c. Laboratory Hours: Instructor student contact hours in which the instructor normally supervises student activities in a laboratory environment, the activities are related to lecture hours, the instructor frequently provides instruction and students are responsible for learning all information from the instruction and activities.

Clinical Hours: Activities where instructors or other professionals normally only supervises students who are practicing specific skills. The District and the Association also recognize that the implementation of "clinic hours" in some cases requires an expanded number of hours without additional compensation and flexibility since an instructor may be able to supervise a very small number of students at any one time.

- d. Non-instructional Hours: Most of the non-Instructional contact occurs within the services and functions of the support and Student Service areas such as but not limited to counseling, library, learning centers, Health Centers, and/or support programs such as DSPS and EOPS. Non-Instructional hours include activities where faculty normally interact with students within an office, center and, or other specified area or services of the college where the contact between faculty and students does not normally generate FTE.
- e. Other assigned responsibilities: Primary responsibilities do not include student contact. All other duties as assigned in accordance with Title 5, California Education Code, California Government Code, and/or the Collective Bargaining Agreement.
- f. New definitions per the most current Program and Course Approval Handbook (PCAH).

SBCCCD



Date: 03/12/24

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

SBCCDTA


Ed Gomez, SBCCDTA President

Date: 3-12-24

TENTATIVE AGREEMENT

By and Between

San Bernardino Community College District Teachers Association

And

San Bernardino Community College District

ARTICLE 11: Health and Welfare Benefits

E. Summary of Benefits

1. Part-Time (Adjunct) Faculty

For the 2023-2024 plan year (October 1, 2023 – September 30, 2024), the District shall:

- a. Continue to explore the option of participating in AB 190 and apply for the full reimbursement of Part-Time Faculty Health or provide \$275,000 for the 2024-2025 school year.
- b. Offer Anthem Blue Cross PPO High Deductible plan to all eligible part-time faculty members and eligible dependents at 100% employee contribution. Faculty members who meet the eligibility requirements will be funded \$312.50 each month not to exceed \$3,750 for 2023-2024 plan year, to help offset the cost of employee premiums.
- c. Contribute up to a total aggregate amount of \$150,000 annually for the 2023-2024 school year towards the cost of medical insurance, exclusive of including dental and vision insurance.
- d. If there are remaining funds of the \$150,000 after enrollment of all interested Part-Time Faculty in the available Anthem Blue Cross PPO High Deductible medical plan, the District will establish a reimbursement program for the remaining funds. The purpose of the program is to provide an opportunity for individual Part-Time faculty members to receive reimbursement for their purchase of a comprehensive medical plan through Covered California. Faculty members who meet the eligibility requirements will be funded up to \$312.50 each month, not to exceed \$3,750 for the 2023-2024 plan year, to help offset the cost of employee premiums.
- e. The established cap and subsidy amount will be subject to negotiations every year after.

The following eligibility requirements shall apply:

- Eligible part-time faculty members must not be insured for medical coverage from another employer directly, as a spouse, a domestic partner, or as a dependent.

- Part-time faculty must be actively employed in a district faculty position for 0.4 load in any given semester. If the faculty member falls below 0.4 load for any given semester, then it will be terminated.
- The district and the employee must commit to health care coverage for a period of one year and must sign up during the regular open enrollment period. Exceptions to this will be made if a part-time faculty member experiences a qualifying event.
- If requesting reimbursement, the plan must be a comprehensive medical plan through Covered California.
- The maximum monthly benefit amount for reimbursement will be \$312.50. In the event the medical plan purchased is less than \$312.50, the employee will receive the amount needed to cover the plan and will not receive additional compensation.
- Priority will be established as follows:
 - a. 1st priority: Applicants enrolled in the previous plan year.
 - b. 2nd priority: Shall be established by the earliest hire date.
 - c. Any subsequent enrollments are at the discretion of the District.

The subsidy amount offered to part-time faculty is subject to negotiations each school year.

2. Full-Time Faculty

For the 2023-2024 plan year (October 1, 2023 – September 30, 2024), the benefit cap shall be as follows:

- a. Medical plan only: \$15,636.00
- b. 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.
- c. 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 (*\$86.40)
 - iii. Anthem Blue PPO (*520.80)
 - iv. Anthem Blue PPO Low (*296.40)
 - v. Kaiser Low HMO \$30 Co-Pay (*\$101.00)
 - vi. Kaiser High HMO \$10 Co-Pay (*\$261.60)
- d. Dental, Vision, Term Life and AD&D: \$649.68
- e. Individual full-time unit members shall have the option to select other dental plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
- f. Dental plans offered include a choice of two (2) dental plans:
 - i. DeltaCare USA HMO (No additional cost option)
 - ii. Delta Dental PPO (*61.63)
- g. Vision plan offered include one vision (1) plan:

i. EyeMed (No additional cost option)

h. 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)

*All employee contributions are deducted on a tenthly basis

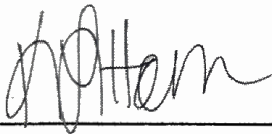
3. Medical Wavier

- a. Full-time faculty members who chose to opt-out of the medical plan benefits shall complete the 2023-2024 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 2023-2024 plan year (October 1, 2023 – September 30, 2024).

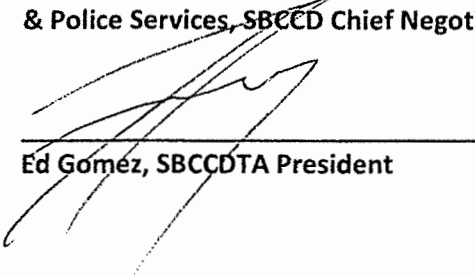
This Tentative Agreement is made and entered into on the 22ndth day of September 2023 and this language will be added to existing Article language.



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

10/09/23

Date



Ed Gomez, SBCCDTA President

10-9-23
Date

Tentative Agreement
BY AND BETWEEN THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS' ASSOCIATION

Article 19: Faculty and Family Enrollment Fee Reimbursement

D. The District shall use the following parameters for enrollment fee reimbursement for SBVC and CHC classes by the District for Faculty and immediate family members:

- 100 % of the enrollment fee(s) will be reimbursed upon successful completion of the SBVC/CHC class(es) excluding non-credit courses and community service courses. Successful completion is a 2.0 or better in credit courses, or a pass in pass/fail courses.
- All classes must be taken outside of the regular scheduled working hours of the unit member.
- Reimbursement is at in-state enrollment fee costs.
- A written reimbursement request must be submitted to Human Resources within 60 calendar days of completion of the class(es). Verification includes successful completion of the class(es) and documentation of the out-of-pocket expense for enrollment fee(s) only.
- Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child younger than 24. (1) Child up to age 19; (2) Child between age 19-23 if they attend school full-time (9+ units) or are more than fifty (50) percent financially dependent and are not married and reside with parent or are away at college; and (3) Disabled children over age 19.
- Financial aid and scholarships, other than loans, will be applied prior to enrollment fee reimbursement.
- Unit members with two or more semesters of service at SBVC/CHC are eligible for reimbursement for themselves and/or their dependent(s). Unit members with a break in service more than 12 months will cease eligibility for this benefit until employment has recommenced.
- Faculty may not seek both reimbursement for a course and salary advancement. This section is intended to provide the opportunity for faculty to take coursework that may not otherwise qualify for traditional coursework under salary advancement. Units in excess of 18 semester units per year will not be reimbursed.

Upon full reopening, this language will be added to existing Article 19 language for reimbursements.

This Tentative Agreement is made and entered into this 22nd day of September 2023.

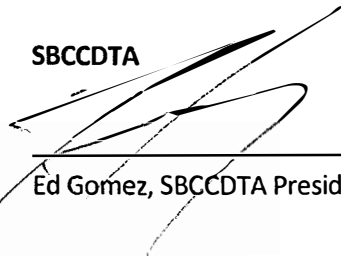
SBCCD



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

Date: 10/09/23

SBCCDTA



Ed Gomez, SBCCDTA President

Date: 10-9-23