

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

January 16, 2024

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".

RECITALS

In or about April 2018, the Parties made and entered into a Memorandum of Understanding (attached herein), which the Parties considered a "contract" per Article 8.1.1 of the agreement between the Contractor (Follett) and the District, in addition to the Parties' collective bargaining agreement and any other applicable agreements or MOUs between the Parties. Therefore, the Parties agreed to the following in part:

Existing Bookstore Employees

1. The Parties, effective April 2018 and thereafter, have agreed that each existing bookstore unit member retains the right to remain indefinitely in his/her existing position at the bookstore, whether under the District or Contractor (Follett).
2. In addition, effective April 2018 and thereafter, each existing bookstore unit member may explore alternative placement within the District, which would be facilitated by the Office of Human Resources. In return, any existing bookstore unit members who accept a transition plan and change classification shall not be subject to any additional probationary period as a result of the transition.
3. In the event, that an existing bookstore unit member accepts an alternative placement with the District, a training plan shall be developed to provide the existing bookstore unit member the understanding of the responsibilities and the knowledge and skills to do the new classification.

TERMS

Therefore, in accordance with the terms and conditions of the Memorandum of Understanding dated April 2018, the District and the Association agree to transition the following bookstore unit members:

1. **Maria Davila**, Bookstore Assistant, Range 27 Step F, 8 hours/260-day work year in the Bookstore Department at Crafton Hill College, will be transitioned into the classification of Student Services Technician II, Range 34 Step C, 8 hours/260-day work year in the Student Accessibility Services Department at Crafton Hill College, **effective January 8, 2024**.
2. **Noel Arciero**, Bookstore Customer Service Assistant, Range 19 Step F, 3.8 hours/260-day work year in the Bookstore Department at San Bernardino Valley College, will be transitioned into the classification of Administrative Assistant II, Range 37 Step A, 8 hours/260-day work year in the President Department at San Bernardino Valley College, **effective January 2, 2024**.
3. **Marvellee Diaz**, Bookstore Assistant, Range 27 Step F, 8 hours/260-day work year in the Bookstore Department at San Bernardino Valley College, will be transitioned into the classification of Administrative Assistant II, Range 37 Step A, 8 hours/260-day work year in the Marketing Department at San Bernardino Valley College, **effective January 2, 2024**.

This MOU constitutes the full and express agreement between the Parties with respect to the subject matter hereof and is the final, complete, and exclusive of the terms and conditions of this MOU. There exists no other agreements, promises, inducements, or understandings other than those provided herein.

This is a tentative agreement pending ratification per the CSEA 610 Policy and the District's approval process(es).

For the District

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

For CSEA

Ernest Guillen, President CSEA #291

Kevin Limoges, Team Member

Diana Vaichis, Team Member

Yendis Battle, Team Member

Cedrick Wrenn, Team Member

Noah Snyder, CSEA LRR

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

REGARDING BOOKSTORE EMPLOYEES

April 12, 2018

This Memorandum of Understanding (MOU) is made and entered into June 1, 2017, between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively ("the parties"). This MOU shall be considered a "contract" per 8.1.1 of the agreement between the Contractor (Follett) and the District, in addition to the parties' collective bargaining agreement and any other applicable agreements or MOUs between the parties.

1. Existing Employees

- a) For existing Bookstore employees in the CSEA bargaining unit, the District will offer employees over the age of 55, regardless of service years, an early retirement incentive of one (1) year of salary plus retiree health benefits per Article 20.1 of the collective bargaining agreement in exchange for the employee agreeing to retire from District employment; however, they are not prohibited from becoming an employee of the Contractor.
- b) Disbursement of the one (1) year salary shall occur in two separate payments as follows: July 15, 2018 and January 31, 2019.
- c) Any Unit members wishing to retire shall receive the Long Service Recognition stipend according to Article 11.2 at a prorated rate to the date of retirement.
- d) For those employees that do not take the early retirement incentive, the District will require that the selected Bookstore Contractor keep existing employees on at the Bookstore as employees of the District as follows:
 - i. All CSEA unit members may elect to remain on indefinitely as District Bookstore employees until he/she leaves his/her current position with the Bookstore. For existing employees in the CSEA bargaining unit, the terms and conditions of the current collective bargaining agreement between the District and CSEA will remain in effect and the employee will be subject to the same personnel policies and procedures as any other District employee in the CSEA bargaining unit.
 - ii. CSEA unit members that remain on as District Bookstore employees shall be evaluated by their designated District supervisor under the same evaluation policies and procedures as any other District employee within the CSEA bargaining unit. For purposes of employee evaluations the evaluating manager shall be the designated District supervisor. The designated District supervisor shall perform employee evaluations. The same designated District supervisor shall be responsible for any discipline matters in accordance with Article 17 of the collective bargaining agreement. The designated District supervisor shall be a management level employee of the District.

- iii. The District shall require that any management/supervisory employee(s) employed/hired by the Contractor abide by all of the terms and conditions of the current collective bargaining agreement between the District and CSEA.
- iv. For the duration that the Bookstore is contracted by the District, the below Classification titles and their respective job descriptions shall remain within the CSEA bargaining unit and shall be maintained.
 - i. Bookstore Customer Service Assistant
 - ii. Bookstore Assistant I
 - iii. Bookstore Assistant II
 - iv. Assistant Bookstore Manager
 - v. Book Buyer
- v. Each CSEA Bookstore unit member retains the right to remain indefinitely in his or her existing position at the Bookstore whether under District or Contractor operation. Should any Bookstore employee choose to explore alternative placement within the District, the District's Human Resources Department will work with each District Bookstore employee to create a mutually agreed upon transition plan for the employee to transfer to a different position within the District; this shall not be misconstrued to circumvent the provisions provided within Article 1.2.3 of the CSEA collective bargaining agreement. The plan will include identifying potential positions the employee is qualified for, identifying training and/or education that may be needed in order to qualify for positions when the employee would be a good match for a position but does not meet all minimum qualifications, and develop a training and/or education plan and provide training and/or education if feasible in order for the employee to meet minimum qualifications in accordance with Article 9.4 of the CSEA collective bargaining agreement. All costs related to the provisions of this agreement relating to CSEA bargaining unit members shall be borne on to the District. Any permanent part time District Bookstore employees shall have the option of accepting a full time position that is part of the voluntary transition planning made available. If any member chooses to participate in the above process the effects shall be negotiated with CSEA in a separate MOU. The District agrees it shall not involuntarily transfer CSEA Bookstore unit members.
- vi. Any District Bookstore employee that accepts a mutually agreed upon transition plan and changes classification shall not be subjected to any additional probationary period as a result of the transition. In the event that there is not a successor outsourcing contract of the District Bookstores or there is an unfulfilled RFP all employees shall have the right of return if the operations of the Bookstores are returned to the District.

2. Vacancies

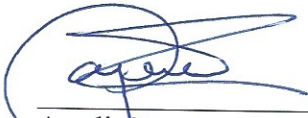
- a) If a unit member employed in the District Bookstore leaves his or her employment with the Bookstore after commencement of the agreement with the Contractor (whether by promotion, transfer to a different District position, or retirement, or resignation), the vacated bargaining unit position in the District Bookstore may be placed on administrative hold by the District and shall not abolish any existing classification title.
 - i. Any vacancies due to promotions are subject to the promotional language in Article 15 of the Classified CBA.
- b) During the term of the agreement to outsource the Bookstore, the Contractor may hire individuals to perform the duties and functions of any such vacant District Bookstore positions (resulting from

unit members leaving their positions) and such New Employees shall be employees of the Contractor, not of the District.

- c) All New Employees of the Contractor shall be approved by the District, shall be subject to the District's standards of conduct for District employees, and shall be subject to the same background, security and Live Scan requirements as District employees. The District will reserve the right to reject any New Employee who, in the judgment of the District, is not qualified to perform the work or is otherwise unsuitable to work on the District's premises. The District will also require Contractor to comply with all state and federal employment requirements.
- d) If the District decides to terminate the contract with the Contractor, the District agrees to negotiate any proposed changes to bargaining unit positions in the Bookstore upon termination of the contract to outsource the Bookstore and reversion of Bookstore operations to the District. The District shall notify the Association of termination of contract with the Contractor within five (5) business days of termination.


This Agreement is subject to CSEA and the District approval and ratification processes.

For the District:




Amalia Perez
Director Human Resources

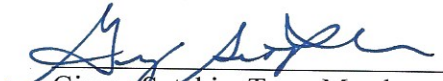
For CSEA Chapter 291:



Kevin Palkki, Chief Negotiator




Myesha Kennedy, CSEA LRR




Ginger Sutphin, Team Member



Fermin Ramirez, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member