

SBCCD INITIAL PROPOSAL:

MEMORANDUM OF UNDERSTANDING

By and Between

San Bernardino Community College District Teachers Association

And San Bernardino Community College District

Establishment of a Separate Seniority List for Dual Enrollment Faculty and Counselors

September 26, 2025

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.”

The purpose of this MOU is to clarify and define the application of seniority for adjunct faculty who teach courses offered under the District’s Dual Enrollment Program and adjunct faculty who provide dual enrollment counseling at the high schools, including College and Career Access Pathways (CCAP) agreements. Due to the unique structure, scheduling, and site-based needs of the Dual Enrollment program, the parties agree to the implementation of a distinct seniority list separate from the general adjunct faculty seniority list.

For the purposes of this agreement, “Dual Enrollment Faculty” refers to dual enrollment counseling adjunct faculty and adjunct faculty teaching courses offered under the District's CCAP or non-CCAP dual enrollment partnerships which are offered at K-12 school districts, including but not limited to courses taught at high school campuses.

WHEREAS, the District and the Association recognize unique challenges with scheduling dual enrollment sections;

WHEREAS, the District and the Association recognize that dual enrollment CCAP courses are held off-site at high schools and require compliance with K-12-specific protocols (Live Scan, TB testing, Mandated Reporting, etc.);

WHEREAS, the District and the Association recognize that dual enrollment faculty must navigate distinct student populations, working with minors and coordinating with high school staff and calendars;

WHEREAS, the District and the Association recognize that dual enrollment courses typically occur during regular high school hours, limiting the pool of available faculty;

WHEREAS, the District and the Association recognize that high school bell schedules differ from the college’s academic calendar, requiring flexibility and advance planning that not all adjunct faculty can accommodate; and

IT IS THEREFORE AGREED THAT:

The District shall maintain a separate seniority list for Dual Enrollment CCAP Faculty. This list shall:

- Be based on a Dual Enrollment assignment contract date.
- A break in service of twelve months in the Dual Enrollment program shall result in removal from the Dual Enrollment seniority list.
- For instructional faculty, hire date is defined as the first day of the term in which the assignment begins.

- For non-instructional faculty, hire date is defined as the first day of work.
- If multiple faculty in the same discipline and at the same college have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list.
- Accrue seniority only for courses taught as part of the Dual Enrollment CCAP program.
- Not affect or be affected by the seniority accrued on the general adjunct faculty seniority list.
- The seniority list shall be organized by college and discipline area (Faculty Service Area, FSA; e.g., CHC History Instructors, SBVC Librarians, CHC Counselors).

When assigning Dual Enrollment courses, priority shall be given to faculty in order of their position on the Dual Enrollment seniority list, provided they:

- Are available to teach at the required, modality, time and location.
- Meet course-specific qualifications and any requirements established in partnership with K-12 districts (e.g., Live Scan, TB clearance).
- If a part-time temporary faculty member receives an unsatisfactory or satisfactory with deficiencies evaluation, the faculty member shall be allowed to complete an improvement plan in accordance with Article 16 without being removed from the seniority list. Following a consecutive unsatisfactory or satisfactory with deficiencies evaluation, the part-time temporary faculty member will be removed from the seniority list and no obligation to re-hire will exist.

Faculty may appear on both the general adjunct seniority list and the Dual Enrollment list; however:

- Service in one program shall not confer seniority in the other.
- Assignments in the general schedule shall continue to be offered based on the general seniority list, and Dual Enrollment assignments based on the Dual Enrollment list.

A break in service of twelve months in the Dual Enrollment program shall result in removal from the Dual Enrollment seniority list unless otherwise negotiated or due to extenuating institutional reasons.

This MOU shall take effect in Spring 2026.

The agreed upon language will be added to the workload article.

Presented by SBCCD:

Kristina Hannon

Date: 9/26/2025

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Received by SBCCDTA:

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