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 13, 2026

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".

The Parties agree to the following regarding a Remote Work Schedule ("RWS") for the period of July 1, 2026, through June 30, 2027.

For purposes of this Memorandum of Understanding, "permanent unit member" shall mean completion of their probationary period in their current classification and/or in the classification for which they were selected for an out-of-class assignment.

1. Permanent unit members requesting an RWS, where the employee works from an off-site location, shall submit a request form to their immediate supervisor. The immediate supervisor may accept, reject, or modify the request to work remotely. A modification can include approval of a hybrid schedule, where the unit member may work from a private off-site location within two (2) hours of the worksite for some of their schedule, but report to their work location at other times. The immediate supervisor shall notify the permanent unit member of their decision to the request within ten (10) days of receipt. Denial of a request for an RWS must include reasons in writing. A denial of a request for an RWS shall be submitted to the Office of Human Resources, which will ensure the decision is not arbitrary and capricious. The decision to grant or deny an RWS is not subject to the grievance process.

2. A permanent unit member with an approved RWS must sign an individual RWS agreement.

3. The ultimate decision as to whether to approve or deny an RWS rests solely with the immediate supervisor. An RWS schedule shall be considered on an individual basis.

    a. In general, positions that may be considered for RWS arrangements meet the following criteria:
        i. Job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity or security standards of a department
        ii. Does not create an undue burden on efficient daily operations or office staffing needs
        iii. It is incumbent on the immediate supervisor to ensure fairness in the rotation of the RWS and fairness in the workload

    b. These types of positions are not eligible for 100% remote work:

i. Involving any face-to-face customer service as part of their primary duties;
ii. Involving any interaction with, and improvement to, campus/site facilities;
iii. Involving any-face-to-face interaction with or direction of student workers, vendors, professional experts, or any other consultants as part of their primary duties; and
iv. Require specialized equipment, supplies, or materials available only at the worksite.

4. Permanent unit members may not request an RWS in lieu of taking personal leave, sick leave, or annual leave.

5. RWS is not a substitute for dependent care. While performing work duties remotely, permanent unit members are expected to have dependent care arrangements in place.

6. If a permanent unit member is to work remotely as an accommodation for medical or disability reasons, the immediate supervisor will consult with the Office of Human Resources prior to initiating the request and before terminating the remote work agreement.

7. Permanent unit members must have a work history that demonstrates efficient work without close supervision, maintain regular communication, and collaborate effectively in a remote work environment; in addition, the unit member must have received, at minimum, a satisfactory in all evaluation measures on the unit member's last performance evaluation.

8. Permanent unit members shall be available for communication and contact during remote work as they normally would be if working at their regularly assigned place of employment. Permanent unit members and their immediate supervisors shall agree on how their communications shall be handled. During the agreed upon work schedule, it is expected that the participating permanent unit member shall be available for contact by phone and/or e-mail, and may be asked to report to their regularly assigned place of employment on an arranged schedule.

9. After an RWS agreement is approved, the immediate supervisor shall use their best efforts to provide the appropriate technology, equipment, office supplies, and other assistance for the employee to perform their job successfully through remote work. Permanent unit members who take District equipment to their remote location will be required to sign a form acknowledging receipt of the equipment and agreeing to maintain the equipment in working condition.

10. Permanent unit members can discontinue RWS at any time and return on-site.

11. The immediate supervisor may permanently rescind RWS for an on-site work schedule, upon three (3) calendar days' notice to account for a change in staffing levels, for failure to abide by any of the terms of the individual RWS agreement, or based on the operational needs of the department. On any given day, a permanent unit member may be temporarily called into the physical work location if operational needs require their presence and if provided reasonable advance notice as described in the department's written communication plan (unit members will be provided with no less than three (3) hours notice).

12. The District will provide the Association with the current RWS list including names, worksite location, and shift times worked at the beginning of the approved RWS.

This MOU will sunset on 30 June 2027 and shall be reevaluated and subject to negotiations at any time.

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

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources, Payroll, Police Services and Health and Safety Administration

For CSEA

Ernest Guillen, President CSEA #291

Cameron Kroetz, CSEA LRR

Diana Vaichis

Diana Vaichis, Team Member

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Aida Gil, Team Member

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Remote Work Schedule Request Form/Agreement

Employee Name:	
Site/Department:	
Primary Phone:	
Remote Work Address:	
Remote Work Schedule Start Date:	Remote Work Schedule End Date*:

Requested Remote Work Hours per Day/Week:

M-F Remote Hours:

	Start Time	End Time	Total Hours
Monday	:	:	
Tuesday	:	:	
Wednesday	:	:	
Thursday	:	:	
Friday	:	:	

M-F Location Hours:

	Start Time	End Time	Location
Monday	:	:	Choose an item.
Tuesday	:	:	Choose an item.
Wednesday	:	:	Choose an item.
Thursday	:	:	Choose an item.
Friday	:	:	Choose an item.

Remote Work Schedule ("RWS") arrangements are appropriate for positions with job-specific duties that allow for remote work, and when certain factors coexist to create a reasonable certainty that the RWS work arrangement will be successful. Management will not deny a request for an RWS arrangement for arbitrary or capricious reasons.

If my request is accepted, I agree to the following concerning my remote work location:

- I will provide the address of my remote work location from which I will be conducting the remote work to my immediate supervisor. Remote work from any other location than that provided to the immediate supervisor is strictly prohibited.
- The remote work location must be located within a two (2) hour drive of my physical work location.
- I will ensure that my remote work location is private (non-public) and free from distraction.
- If safety or ergonomic issues arise, I agree to provide access to my remote work location to Risk Management, upon forty-eight (48) hours of notice.
- I will maintain a safe and hazard-free workspace in my remote work location.

- I agree to maintain a homeowner or renter insurance policy prior to commencing remote work and will continue to maintain the policy in good standing in an amount equal to or greater than $100,000.
- I will not leave District work, materials, information, etc., in a format that would be available or visible to others.

If my request is accepted, I further agree to the following conditions:

- On any given day, I may be temporarily called into the physical work location if provided reasonable advance notice as described in the department's written communication plan (notice shall be no less than three (3) hours).
- Any equipment such as ergonomic equipment, laptops, etc., that is provided to me to perform my normal work duties, remains the property of the District and is to be returned upon request. Additionally, I agree to properly secure the equipment and maintain the equipment in working order. The District is not responsible for reimbursing me for any costs associated with working from home if the resource is available at the physical work location (e.g., telephone, internet service.)
- All work done during a remote work period remains the property, both intellectual and otherwise, of the District.
- I will submit requests for leave in accordance with the Collective Bargaining Agreement, board policies, and administrative regulations in the same manner as if I were absent from the District's physical work location. In the event that I will not be available during normal work hours on a normal workday, I must notify District, in accordance with the Collective Bargaining Agreement.
- I am expected to abide by all District policies and Work Rules while working remotely.
- While working remotely, I am expected to maintain the volume and quality of work expected of my classification working at a District physical site.
- I will adhere to work hours and lunch and break times in accordance with the Collective Bargaining Agreement. Any changes to break and lunch times require prior supervisor approval.
- Overtime is subject to prior supervisor approval. Any employee who works overtime without prior supervisor approval may be subject to discipline.
- I will provide a copy of my driver's license and car insurance information to the District as I may need to transport equipment between the remote work location and the District's physical work location.
- I understand that I may not request an RWS in lieu of taking personal leave, sick leave, or annual leave.
- I will be available for communication and contact during remote work as if I normally would be if working at my regularly assigned place of employment. Additionally, I understand that it is expected that I will be available for contact by phone and/or e-mail, and may be asked to report to my regularly assigned place of employment on an arranged schedule.
- I understand that RWS is not a substitute for dependent care; therefore, while performing work duties remotely, I am expected to have dependent care arrangements in place.

Remote work agreement:

I have read, understand, and agree to abide by this Remote Work Agreement.

I further understand and agree that this Agreement may be terminated by the District upon three (3) calendar days' notice to account for a change in staffing levels, for failure to abide by any of the terms of this agreement, or based on the operational needs of the department.

I agree that this Agreement will expire no later than June 30, 2027.

By signing below, I further acknowledge and certify that I have an ergonomically safe and efficient work environment in the approved remote work location.

Employee Name (Print) _____ Employee Signature _____ Date _____

[This section is to be completed by the immediate supervisor]

Approved: ☐ Denied: ☐ Modified: ☐

Reason for denial/modification:

_____

_____

Modified Remote Work Hours per Day/Week:

M-F Remote Hours:

	Start Time	End Time	Total Hours
Monday	:	:	
Tuesday	:	:	
Wednesday	:	:	
Thursday	:	:	
Friday	:	:	

M-F Location Hours:

	Start Time	End Time	Location
Monday	:	:	Choose an item.
Tuesday	:	:	Choose an item.
Wednesday	:	:	Choose an item.
Thursday	:	:	Choose an item.
Friday	:	:	Choose an item.

_____ _____

Site/Department Supervisor Signature Date

_____ _____

Human Resources Date

District Equipment to be Used at the Remote Worksite:

Description	Asset Number

THIS FORM MUST BE RETURNED TO THE OFFICE OF HUMAN RESOURCES hr@sbccd.edu

Cc: Personnel File