

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND
SBCCD CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER # 291**

**BILINGUAL STIPEND
February 24, 2010**

WHEREAS: The Parties recognize the importance of effective communication that fosters cultural awareness, mutual understanding, and respect for the diverse community that we serve.

WHEREAS: The Parties maintain a commitment to diversity and cultural awareness through programs and activities.

WHEREAS: The District has identified key Departments that require regular and frequent interaction with the public and that require an employee to speak a language in addition to English. Attached hereto is the list identifying those key Departments.

WHEREAS: The District reserves the right to determine the competency examination method and content used to identify employees who may qualify for the bilingual stipend.

WHEREAS: The District further reserves the right to designate the number of locations in which employees are eligible to receive a bilingual stipend as per Article 7: Pay and Allowances, section 7.3.1 of the Agreement.

IT IS THEREBY RESOLVED THAT:

- 1) Employees who desire to receive the bilingual stipend shall apply to take the competency examination selected by the District. The examination shall be offered annually in March. The eligibility pool list will be provided to the Association during April of each year. Those employees achieving a score of 80% or higher shall be placed in an eligibility pool. Once an employee has been placed in the eligibility pool, he/she shall remain eligible for the remainder of his/her employment with the District without further examinations required.
- 2) In the event that more than one individual is qualified within a designated area, the criteria for assignment will be:
 - a) Proximity to the area(s) of service within the Department designated by the District
 - b) Shift availability
 - c) Initial date of hire with the District in the classified bargaining unit.
- 3) Once identified, such employee(s) shall receive the stipend for a minimum of two (2) years unless he/she notifies the District and CSEA in writing that he/she chooses to discontinue such service. Thereafter the stipend will no longer be paid beginning with the first available payroll period after notification.

February 24, 2010

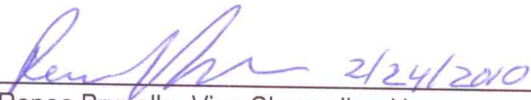
- 4) After the two (2) year period, the District shall offer the stipend to the next employee in the eligibility pool based on the criteria listed in number 2 above and assuming there are other employees in the eligibility pool. Such practice will continue bi-annually thereafter.
- 5) Employee(s) receiving the stipend shall continue to receive the stipend even if he/she is administratively transferred to a different assignment/location due to reorganization during the two (2) year period.
- 6) Employees who initially applied for the bilingual stipend on May 18, 2009, and have subsequently passed the competency examination, will receive a monthly stipend retroactive to July 1, 2009, provided that they are in the same location that has been identified by the District.
- 7) As the bilingual stipend is a negotiated benefit available to employees in the classified bargaining unit, eligible employees shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other employee outside the bargaining unit to provide such service regardless of whether such employee receives additional compensation or not.
- 8) This MOU shall be incorporated into the parties Agreement in Article 7, section 7.3.1 at the time of the next scheduled printing.

The parties agree to meet following the implementation of the initial process.

This MOU is subject to ratification by the membership of CSEA Chapter #291.


DATED: 2/24/10

FOR THE DISTRICT:

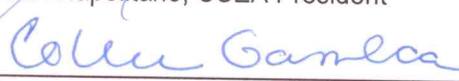


Renee Brunelle, Vice Chancellor, Human
Resources & Employee Relations

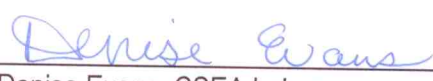
FOR THE ASSOCIATION:



John Napolitano, CSEA President



Colleen Gamboa, 1st Vice President



Denise Evans, CSEA Labor
Representative

February 24, 2010