

TENTATIVE AGREEMENT
BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
May 17, 2022

This Tentative Agreement is entered into this 17th day of May 2022 between the San Bernardino Community College District Teachers Association (hereafter, the Association) and the San Bernardino Community College District (hereafter, the District). All terms and conditions of the Collective Bargaining Agreement (hereafter, AGREEMENT) between the Association and the District shall remain in full force with the following exceptions:

Article 2: Unit Description/Recognition (attached)

Article 10: Wages, new salary schedules Appendix A-1 and A-2 (attached)

Article 11: Health and Welfare Benefits, Section D (attached)

Article 13: Workload, Remote Work (attached)

Article 16: Evaluations, including language for student evaluations and new language for surveys for non-instructional faculty without student contact (attached).

Other evaluations forms in Appendix G to be updated to reflect new Article 16 language following contract ratification.

Article 29: DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2025. The District and the Association shall reopen Article 10: Wages and Article 11: Health and Welfare Benefits and related appendices in each year of the Agreement. The Association and/or the District may elect to open two (2) additional articles each year. In addition, the District and the Association agree to continue working on Article 13: Workload (Class Size and Lecture/Lab/Clinical Parity).

List of New Appendix Items

Appendix G: Evaluation Forms: student evaluations for campus nurse; surveys for non-instructional faculty without student contact

Replace Appendix Items

Appendix A-1: Faculty Salary Schedule (attached)

Appendix A-2: Compensation Schedule for All Hourly Work (attached)

Appendix G: Student Evaluation Forms for instructional, counselors, librarians

Appendix M: Health and Welfare MOUs replace with Health and Welfare Benefits for Full-Time Faculty and Health and Welfare for Part-Time Faculty MOUs (attached)

Appendix O: Comparison District Data Summary Guidelines (attached)

Appendix T: Replace with Revised Compensation for Stacked Honors Sections (attached)

Remove Appendix Items

Appendix D-1: Working Remotely MOU

Appendix K: PT access to group health benefit

Appendix M: Extension of benefits year

Appendix U: Covid-19 MOUs

U: Covid-19 Effect on Negotiations

U-1: Reimbursement for Expenditures Related to COVID-19

U-2: Emergency Contingency Plan for Covid-19

U-3: Transition to Fall 2021

SBCCD

Kristina Hannon

Date: May 17, 2022

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

SBCCDTA

Jamie Herrera

Date: May 17, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

TENTATIVE AGREEMENT
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/NEA

ARTICLE 2: UNIT DESCRIPTION/RECOGNITION
January 28, 2022

The following changes shall be made to Article 2:

- A. Pursuant to the certification of the Public Employment Relations Board, the District recognizes the Association as the exclusive representative for the following unit of employees. The unit represented by the Association shall include all academic regular, contract, and hourly faculty (e.g., instructors, counselors, librarians, college nurses, and coordinators).
- B. The unit represented by the Association shall exclude all classified employees while performing classified duties; administrators; management; supervisory and confidential employees; presenters and facilitators of fee-based courses; and lecturers, facilitators, independent contractors and their employees, including but not limited to those engaged in, among others, fire science, police science, emergency medical services, respiratory care, all substitutes and management interns performing management work as defined by the EERA. Anyone excluded from the unit shall not do the work of bargaining unit members.
- C. The District and Association agree that the composition of the bargaining unit is appropriate and neither party will seek a clarification or amendment of any kind, either as to the inclusions or exclusions, during the term of the Agreement, except upon mutual agreement of both parties, or the District establishes a new position.

If the two parties cannot come to mutual agreement regarding any modification in the composition of the unit during the term of this agreement, the Unit may appeal to the Public Employment Relations Board.

For SBCCDTA:

Jamie Herrera
Jamie Herrera, SBCCDTA Lead Negotiator

For SBCCD:

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

TENTATIVE AGREEMENT
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San Bernardino Community College District Teachers Association
And
San Bernardino Community College District

Article 10 Wages

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.”

WHEREAS, To attract and retain the most qualified candidates we need to offer wages for both full and part-time faculty to be competitive with our comparison colleges;

WHEREAS, United States has experienced record inflation at 7% in 2021;

WHEREAS, The Cost-Of-Living Adjustment was 5.07% for 2021-2022, 6.17% (revised by the Legislative Analyst’s Office from 5.33%) for 2022-2023, and estimated to be 3.64% for the 2023-2024 year; and

IT IS THEREFORE AGREED THAT:

- A. The proposed full-time salary schedule will replace the salary schedule in Appendix A-1a.
 - a. 5% increase effective July 1, 2022

- B. The proposed Appendix A-2a including the hourly compensation schedule shall replace the current language in Appendix A-2a.
 - a. \$3 increase and the addition of step 4-to the Instructional and Non-Instructional rates effective July 1, 2022

PT Hourly and FT Overload Rates*			
Assignment	Rate		
FT/PT Non-Teaching Agreements PT Professional Development	\$52		
Non-Instructional Faculty (Counselors, Librarians, Health Center Nurses, and nonteaching overload for Coordinators and Faculty Leads)	Group 1	Group 2	Group 3
Based on Requirements on Placement Guidelines**	C	D-H	I
Step 1	\$55	\$57	\$59
Step 2	\$57	\$59	\$61
Step 3	\$59	\$61	\$63
Step 4	\$61	\$63	\$65
Instructional Faculty (Lab/Lecture/Clinical/Non-Credit)			
Based on Requirements on Placement Guidelines**	C	D-H	I
Step 1	\$69	\$71	\$73
Step 2	\$71	\$73	\$75
Step 3	\$73	\$75	\$77
Step 4	\$75	\$77	\$79

Faculty in all groups shall be required to work (in any faculty capacity) for 2 consecutive semesters. If there is no break in service, the following shall be applied:

STEP 1: Semesters 1 and 2

STEP 2: Semesters 3 and 4

STEP 3: Semesters 5 and 6

STEP 4: Semesters 7 and beyond

If there is a break in service for adjunct (part-time) faculty of no more than two (2) consecutive semesters, the unit member shall maintain their Step but will start with semester 1. (This aligns with the seniority list). If class is cancelled, the part-time bargaining unit members shall be paid a maximum of four (4) hours or for the first-class meeting, whichever is less. If the lecture and lab occur on the same day, bargaining unit members shall be paid a maximum of four (4) hours for the lecture and a maximum of four (4) hours for the lab or for the first-class meeting of each, whichever is less. Short-term and/or intensive classes will be pro-rated according to the schedule below:

<u>Total Semester Hours</u>	<u>Hours of Compensation</u>
16 or less	1
17 – 32	2
33 – 48	3
49 or more	4

*Faculty shall be placed on their appropriate Step and Column based on education and existing length of service at SBCCD

**Columns C through I guidelines are found in Article 13.J. (Salary Schedule Placement Guidelines).

SBCCD

Kristina Hannon

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

Date: April 22, 2022

SBCCDTA

Jamie Herrera

Jamie Herrera, SCCDTA Chief Negotiator

Date: April 22, 2022

TENTATIVE AGREEMENT
By and Between
San Bernardino Community College District Teachers Association
And
San Bernardino Community College District

ARTICLE 11: Health and Welfare Benefits

- A. The District shall fully fund the least expensive health and welfare plan for each full-time unit member. Individual unit members shall have the option to select health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans. The benefit cap shall be listed in the Appendix.
- B. 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 the unit member.
- C. Upon receipt of notice by the District that the premiums are expected to increase in an amount which may change, the District shall notify SBCCDTA of such expected increase. Upon receipt of notice of the actual amount of any increase, the District shall notify unit members of the amount of the actual increase and the effective date of such increase.
- D. The District and the Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A.

The District shall offer a medical and dental plan for part-time bargaining unit members each year.

SBCCD

Kristina Hannon

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

Date: April 22, 2022

SBCCDTA

Jamie Herrera

Jamie Herrera, SBCCDTA Chief Negotiator

Date: April 22, 2022

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

Article 13, E. Working Remotely
May 17, 2022

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."

WHEREAS, Working remotely is a term which recognizes the ability of any bargaining unit member to meet their professional obligations by working at an off-site location;

WHEREAS, Faculty members do not necessarily follow a traditional 8:00 – 5:00 Monday through Friday schedule;

WHEREAS, Advancements in and availability of technology have permitted District work (e.g., committee meeting attendance) to continue;

WHEREAS, the faculty working remotely will sign contracts that indicate the rights and responsibilities of liability while working remotely as indicated in question one, answer F, on the email from Keenan.

WHEREAS, defined by Labor Law, "Regarding the requirement for the exemption to apply that the employee "customarily and regularly exercises discretion and independent judgment," this phrase means the comparison and evaluation of possible courses of conduct and acting or making a decision after the various possibilities have been considered. The employee must have the authority or power to make an independent choice, free from immediate direction or supervision and with respect to matters of significance."

THEREFORE, Effective for July 1, 2022:

The language in Article 13, E. will be updated as follows:

A faculty member's assignment may be met by working remotely. Faculty may work remotely up to 2 (two) days per week. Exceptions to this limitation must be approved by the supervising manager. Working remotely, for the purposes of this provision, is a term which recognizes the ability of any bargaining unit member to meet their professional obligations by working at an off-site location. Faculty who wish to work remotely must submit a request to their immediate supervisor each semester. Remote work assignments shall be mutually agreed upon. Remote work requests approved by the supervisor may not include the 5 hours of service to the district. The decision to approve or deny a remote work request is final, however, the decision may not be arbitrary or capricious.

If student/faculty contact need arises or campus responsibilities, such as committee meetings, are scheduled, faculty shall report to District facilities to meet such responsibilities. Working remotely schedules shall ensure that the full-time faculty members are available to meet the needs of the students, the department, and campus responsibilities. Faculty must be accessible

during the time they are working remotely by a variety of ways: email, chat, telephone, voice mail and/or messaging, etc. Faculty will provide their supervisor with a communication plan when working remotely.

Faculty are expected to attend their District/Campus committee assignments by the preestablished meeting modality. Additional scheduled face-to-face meetings that conflict with approved, prescheduled remote days will be given a minimum of three (3) days' notice due to the change of modality, when feasible.

If it is determined the remote work schedule is not meeting student/district needs, the agreed upon work remote request can be revoked if steps to mediate any issues have not been successful.

Remote work requests are outside release time and reassignment obligations. Flexibility in remote schedules may be allowed for faculty with reassignment.

SBCCD

Kristina Hannon

Date: May 17, 2022

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

SBCCDTA

Jamie Herrera

Date: May 17, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

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

Article 16: Evaluation Procedure

This Tentative Agreement is made and entered into this 13th day of May, 2022 between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (herein after the District) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/CTA/NEA (hereinafter the Association).

IT IS AGREED THAT:

The following language will become Article 16:

A. The District has both the sole responsibility to evaluate and assess the performance of each bargaining unit member. The purpose of evaluation is to recognize performance in the areas of instruction, counseling, and other educational services assigned by the District; to support and enhance satisfactory performance; to identify areas of performance needing improvement; to document unsatisfactory performance of the bargaining unit member; to recommend improvement measures, and monitor progress. These procedures have been designed to provide a uniform and fair evaluation process. Nothing in this Article shall allow a violation of Sections of the Education Code covering the procedures for evaluation of academic employees in public community college districts in California.

B. Frequency of Evaluation

All evaluations will cover performance, over the full evaluation cycle:

1. Contract (Tenure-Track Probationary) bargaining unit members shall be evaluated at least once in each academic year.
2. Regular (Tenured) bargaining unit members shall be evaluated at least once in every three academic years.
3. Full-Time Temporary bargaining unit members shall be evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.

4. Part-Time (Adjunct) bargaining unit members shall be evaluated once per year within the first two years of employment. Thereafter, evaluation shall be at least once every six regular semesters.
5. Formal evaluations during the summer session must meet all the requirements of Section D of this Article, "Formal Evaluation Procedures."

Additional evaluations beyond the minimum required shall be consistent with Article 24, Section B.

- C. There shall be a periodic review of the evaluations forms at least once every five (5) years, or by mutual agreement as needed. The District and Association negotiations teams shall collaborate for the review and/or changes to the forms.

D. Basic Terms of Evaluation

The basic terms of the formal evaluation may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:

a. Instructional Faculty

- i. Use means of presenting subject content (e.g., lecture, discussion, or demonstration) which effectively facilitate learning and support diversity and inclusion. In online or partially online courses, appropriate online methodologies are utilized to achieve the outcomes and objectives and include regular, substantive interactions.
- ii. Employ fair and reasonable examinations and/or other assessments consistent with the objectives and outcomes of the course and aligned with the course outline of record. Regularly assess student learning outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.

b. Non-Instructional Faculty

- i. Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning and support diversity and inclusion.

- ii. Employ fair and reasonable assessments, if applicable, consistent with the objectives and outcomes and aligned with the principal content. If applicable, regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.
- 3. Effectiveness of communication. The bargaining unit member shall:
 - a. Instructional Faculty
 - i. Communicate to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students and outlines how the course grade is to be determined.
 - ii. Explain the concepts which comprise the course material. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.
 - b. Non-Instructional Faculty
 - i. Communicate the purpose, mission and scope of the program area.
 - ii. Explain the department or program procedures to be followed.
 - iii. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.
- 4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:

Regular, Contract and Temporary Faculty

- i. Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty are required to participate in new faculty orientation as delivered by the college.

- ii. Participation in other academic work, e.g., department, division, and faculty meetings.
- iii. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- iv. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).

b. Part-Time Faculty

- i. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- ii. Regular communication with faculty chairs and evaluating manager.
- iii. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).

- 5. Performance in other or additional areas of responsibility if applicable. The bargaining unit member shall function effectively in positions of additional responsibility, e.g., as department chair, coach, faculty lead, etc. or during reassigned time.
- 6. Faculty may have assignments that incorporate both instructional and non-instructional obligations. In these cases, the evaluation will include all assigned roles.

E. Formal Evaluation Procedure for Contract, Regular, Temporary, and Part-Time Bargaining Unit Members

The formal evaluation procedure shall include the following basic components, which are detailed below:

- 1. Initial Conference
- 2. Peer Observations
- 3. Student Evaluations (if applicable)
- 4. Additional Faculty Feedback, for non-instructional faculty without student contact only
- 5. Self-Evaluation
- 6. Evaluating Manager Observation (if applicable) and Summary
- 7. Final Conference

1. Initial Conference

An initial conference between the evaluating manager and bargaining unit member shall occur before the formal evaluation procedure may begin. This conference will include an explanation of the complete District evaluation procedure, including the process for responses and timelines. The evaluating manager and the bargaining unit member shall cooperate in the scheduling of the initial conference, which both parties shall attend.

2. Peer Observations

Peer observations shall be conducted by faculty familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation. Training on the peer evaluation process and forms will be available for faculty.

a. Regular, Contract, and Temporary Full-Time Faculty

Two qualified peers (tenured or tenure-track faculty) shall participate in the bargaining unit member's evaluation. One peer shall be selected by the Academic Senate President and one peer shall be selected by the bargaining unit member being evaluated.

b. Part-Time Faculty

One peer shall participate in the bargaining unit member's evaluation. The peer shall be the appropriate faculty chair or full-time faculty designee.

c. Peers shall base their review of the bargaining unit member on observations of the bargaining unit member in their instruction and/or communication with students, colleagues, and other members of the college community.

The peer evaluation process will include:

observation of the bargaining unit member in their assigned roles utilizing the approved peer evaluation observation form. If it is mutually agreed by the peer observer and the manager that an observation is not possible, an interview may replace the observation.

Each peer shall complete and submit the signed peer evaluation form to the evaluating manager. A unit member, other than a Department Chairs, shall not be required to serve as a peer reviewer in more than two peer reviews per year unless the unit member so agrees. A unit member, other than a Department Chair, shall not be required to serve as a peer reviewer during any semester in which they are being evaluated unless the bargaining unit member so agrees.

3. Student Evaluations

Student evaluations of instructional and non-instructional (with direct student contact) bargaining unit members' effectiveness shall be conducted utilizing a mutually agreed upon tool. No student evaluations will be included if the position does not exercise direct student contact as part of the regular duties. To ensure confidentiality of student responses, the bargaining unit member shall not be present during administration of the student evaluation tool.

4. Additional Faculty Feedback

For non-instructional faculty without student contact, five (5) faculty will be chosen by the bargaining unit member and five (5) by the evaluating manager, or 10 faculty members mutually agreed upon by both parties, to receive the feedback tool. These faculty are in addition to the peer evaluators. Selections shall include faculty members on relevant committee assignments and/or faculty on campus. All faculty providing feedback for the bargaining unit member will be given the member's job description.

5. Self-Evaluation

The bargaining unit member will complete a statement, based on the current evaluation cycle, using the agreed upon content of the self-evaluation tool. Keeping in mind the need to integrate equity and/or diversity in all areas of your work. Please address the following items:

- a. Discuss how you have demonstrated support of student success to include culturally responsive teaching and/or services (e.g., including information such as modifications to your course structure or services, approach to working with students, and an analysis of disproportionate impact in classes taught by the faculty member and strategies for addressing any disproportionately impacted groups).
- b. Describe one or two successes you have had in your role on campus.
- c. Discuss your contribution to campus community and culture (e.g., committee work, student life activities). *not required for part-time
- d. Describe any research, seminars, trainings, or other work completed in order to expand or enhance expertise that would benefit job performance.
- e. Reflect on the results of your peer evaluations if received at least two weeks prior to the due date for self-evaluation.
- f. Reflect on the results of student evaluations (if applicable) if received at least two weeks prior to the due date for self-evaluation.
- g. Reflect on the results of faculty feedback (for non-instructional without student contact) if received at least two weeks prior to the due date for self-evaluation.
- h. Explain what the District can do to support you (e.g., training, resources, achieving goals) if applicable.

- i. Add anything else if desired, as related to integrating equity and/or diversity into your work.

6. Evaluating Manager Observations and Summary

For full-time bargaining unit members, there will be a direct observation of the unit member by the evaluating manager for the purpose of evaluating the employee's assigned roles and the relationships and communications with students, peers and other members of the District. For part-time faculty, there will be direct observation by the evaluating manager during at least the first two evaluation cycles, and at least every 2 evaluation cycles after that. Additionally, there will be direct observation by the evaluating manager on any off-cycle evaluation. Observations made throughout the evaluation cycle of the bargaining unit member's job performance may be included. A written evaluation summary prepared by the evaluating manager, shall include their observations and recommendations, student evaluations and peer evaluation(s).

The District may conduct additional observations during the Formal Evaluation Procedure. Faculty will be notified in advance, in writing, of any additional observations.

7. Final Conference

- a. The results of the formal evaluation, its summary, and all related documents will be discussed in a final conference between the evaluating manager and the bargaining unit member.
 - b. A copy of the final summary and all official evaluation documents to be placed in the employee file will be provided to the unit member at the meeting. In addition, the evaluating manager will notify the bargaining unit member of their right to respond to the evaluation in writing within 30 calendar days and that the response will be attached to the evaluation and become part of the permanent record.
 - c. This conference will occur no later than the last day of the respective semester, per the approved academic calendar, for any formal evaluation. The evaluating manager and the bargaining unit member will cooperate in the scheduling of the final conference, which both parties shall attend.
 - d. The formal evaluation summary shall be dated and signed by the evaluating manager. The bargaining unit member shall sign and date the formal evaluation summary when it is received. Such signature, by itself, shall not be interpreted as agreement with the contents or findings of the formal evaluation summary.
7. If the formal evaluation summary cites specific deficiencies for non-probationary faculty (part-time, full-time temporary, tenured faculty), the evaluating manager shall schedule a meeting with the bargaining unit member to discuss appropriate steps for improvement. The

evaluating manager shall give specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a written statement of such improvement shall be prepared and signed by the evaluating manager and placed in the bargaining unit member's personnel file. A copy shall also be provided to the bargaining unit member.

For probationary faculty (tenure-track full-time faculty), see Tenure Review section.

8. The bargaining unit member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file. The content of the evaluation shall not be grievable.

F. Tenure Review Procedures

1. In the San Bernardino Community College District, tenure-track contract faculty members will be recommended for tenure only during their fourth year of service.
2. The Office of the President shall provide the names, assignments, and year(s) of service of all probationary faculty members currently participating in the tenure process to the President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.
3. The Tenure Review Sub-Committee (see Section H2) will be presented with all evaluations for tenure-track faculty in each of their first three years of service. For any evaluation that meets expectations, a memo will be submitted to the College President with a recommendation to offer the next probationary contract. The administration will share this information with the faculty member(s).
4. Any evaluation where improvement is needed or does not meet expectations in any given year shall be reviewed by the Tenure Review Committee. If the evaluation does not meet expectations in the first, second, or third years, the Tenure Review Committee shall:
 - Initiate the Improvement Plan Process in Section H3; or
 - Recommend that the faculty member in question be dismissed at the conclusion of the current contract.

The Tenure Review Committee's recommendation will be forwarded to the faculty member by the administration.

5. All contract faculty members will be evaluated during the fall semester of the fourth year of service, unless the faculty member has been recommended for dismissal at the end of the third year.
6. The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.
7. At the conclusion of this evaluation, the Tenure Review Committee shall meet and decide on a recommendation of tenure or dismissal for the faculty member in question. If all contract evaluations of a faculty member are satisfactory without deficiencies, the Tenure Review Committee shall recommend that individual to the President for tenure. The administration will share this information with the fourth-year faculty member.
8. All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.
9. If the College President disagrees with a recommendation of the Tenure Review Committee, the College President and the Committee shall meet with the District Chancellor to present their differing points of view. The Chancellor shall have final authority to make a recommendation to the Board of Trustees.
10. The Tenure Review Sub-Committee identified in Section H2 below, at both colleges, shall have as part of its responsibility to annually review all evaluations of the probationary faculty to ensure that every step of the evaluation procedure described in Article 16 has been strictly followed. Should the review reveal any missed steps or errors in application of the Article 16 Procedures, the Association Representative on the Committee shall immediately contact the President of the Association who shall initiate the Grievance Procedure on behalf of the affected bargaining unit member(s).

G. Tenure Review Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a standing Tenure Review Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30. The Tenure Review Committee will meet if there is an improvement plan needed by one or more faculty members and/or to determine tenure recommendations.
2. Each college's Tenure Review Committee will consist of six (6) members:
 - One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
 - Two (2) Administrators
 - Vice President of Instruction

- Vice President of Student Services
- Two (2) Tenured faculty members appointed by the Academic Senate President *
- One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
- One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

** The two (2) tenured faculty members appointed by the Academic Senate President shall consist of one (1) tenured instructional faculty member and one (1) tenured non-instructional faculty member.*

3. The Vice President of Instruction shall report the names and positions of the members of the Tenure Review Committee at their college to the SBCCDTA President no later than September 30 of the current fall semester.

H. Tenure Review Sub-Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a Tenure Review Sub-Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30.
2. Each college's Tenure Review Sub-Committee will consist of three (3) members from the Tenure Review Committee:
 - One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
 - One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
 - One (1) Administrator; either the Vice President of Instruction or the Vice President of Student Services
 - One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

3. Improvement Plan Process

- a. The Tenure Review Committee shall meet with the faculty member, the evaluating manager, and an additional tenured faculty member, selected by the faculty member needing improvement, to develop the improvement plan. The improvement plan will identify some resources and strategies to facilitate improvement within a reasonable timeframe.
- b. If the Tenure Review Committee has any doubt about a faculty member's overall performance after the conclusion of an improvement plan, the Tenure Review Committee shall recommend:

- i. An additional improvement plan to be monitored and evaluated prior to the completion of the fall semester of the contract faculty member's fourth year of service; or
 - ii. That the faculty member in question be dismissed at the conclusion of the current contract.
- c. In the case of bargaining unit members for whom improvement is needed or does not meet expectations in the fourth year, in lieu of an improvement plan, the Tenure Review Committee will review the fourth-year evaluation and consider all previous contract evaluations for the determination to recommend or not recommend tenure.

Tools used during the evaluation process are negotiated between the District and the Association.

For SBCCD

Kristina Hannon

Date: May 13, 2022

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

For SBCCDTA

Jamie Herrera

Date: May 13, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

Evaluations Procedure: Questions

Non-instructional without Student Contact, Faculty Feedback Questions:

Feedback shall be given based on job title, eg. Articulation officer, coordinator, etc.

1. The (list job title) was helpful to me.
2. The (list job title) effectively performed the job duties that pertained to our interactions.
3. The (list job title) thoughtfully considered feedback.
4. The (list job title) effectively communicates information to appropriate bodies.
5. The (list job title) interactions are professional.
6. Comments....

Non-instructional with Student Contact, Student Evaluation Questions:

Librarian

1. The librarian addressed my questions.
2. The information was provided in a clear and understandable manner.
3. I was satisfied with the services provided by the librarian.
4. The librarian effectively explained how to use the library resources.
5. The interaction with the librarian was professional.
6. The librarian demonstrated/recognized an awareness of my needs.
7. Would you recommend this librarian to other students?
8. Comments....

Nurse

1. The nurse was attentive to my concerns/needs.
2. The information was provided in a clear and understandable manner.
- ~~3.~~ 3. The nurse demonstrated/recognized an awareness of my needs.
4. The interaction with the nurse was professional.
5. The nurse was approachable and demonstrated concern for me.
6. The nurse exhibited good communication skills.
7. Would you recommend this nurse to other students?
8. Comments....

Counselors

1. The counselor was punctual to the scheduled appointment.
2. The counselor was approachable.
3. The interaction with the counselor was professional.
4. The counselor demonstrated/recognized an awareness of my needs.
5. The counselor was knowledgeable about programs, services, and/or transfer requirements.
6. The counselor exhibited good communication skills.
7. I have a better understanding of my next steps after speaking with the counselor.
8. The counselor explained information pertaining to my educational goals.
9. Would you recommend this counselor to other students?
10. Comments

Instructional, Student Evaluation Questions:

Instructional

1. The instructor provided a syllabus for the course.
2. The syllabus accurately describes what is involved in the course.
3. The instructor is punctual (e.g. on time for synchronous classes, prompt with responses within 24-48 business hours, etc.).
4. The instructor provides sufficient information about how to succeed in the course.
5. The instructor demonstrates knowledge of the subject.
6. The instructor communicates ideas and information clearly and effectively.
7. The structure of the class effectively promotes learning.
8. The instructor inspires interest/learning in the course material.
9. The instructor provides opportunities for student input and class discussion.
10. The instructor is respectful of different viewpoints.
11. The instructor treats students equitably.
12. The instructor makes an effort to help students succeed.
13. The instructor applies course material to the real world.
14. The instructor is available and makes it clear how to contact them outside of class.
15. The assignments and/or exams match the content of the course.
16. The instructor provides timely feedback on assignments and/or exams.
17. The instructor's system of grading is clear and follows the syllabus grading criteria.
18. Would you recommend this instructor to another student?
19. Comments

For SBCCD

Kristina Hannon

Date: May 13, 2022

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

For SBCCDTA

Jamie Herrera

Date: May 13, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

HEALTH AND WELFARE BENEFITS FOR FULL-TIME FACULTY

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.”

For the 2022-2023 plan year (October 1, 2022 – September 30, 2023), the benefit cap shall be as follows:

1. Medical plan only: \$14,304.00
 - a. 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.
 - b. 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 (Additional cost option)
 - iii. Anthem Blue PPO (Additional cost option)
 - iv. Anthem Blue PPO Low (Additional cost option)
 - v. Kaiser Low HMO \$30 Co-Pay (Additional cost option)
 - vi. Kaiser High HMO \$10 Co-Pay (Additional cost option)
2. Dental, Vision, Term Life and AD&D: \$649.68
 - a. 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.
 - b. Dental plans offered include a choice of two (2) dental plans:
 - i. DeltaCare USA HMO (No additional cost option)
 - ii. Delta Dental PPO (Additional cost option)
 - c. Vision plan offered include one vision (1) plan:
 - i. EyeMed (No additional cost option)
 - d. 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)

3. Medical Wavier

- a. Full-time faculty members who chose to opt-out of the medical plan benefits shall complete the 2022-2023 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 2022-2023 plan year (October 1, 2022 – September 30, 2023).

This Agreement is made and entered into this 22nd day of April, 2022.

SBCCD

Kristina Hannon

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

Date: April 22, 2022

SBCCDTA

Jamie Herrera

Jamie Herrera, SCCDTA Chief Negotiator

Date: April 22, 2022

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

HEALTH AND WELFARE BENEFITS FOR PART-TIME (ADJUNCT) FACULTY

This Memorandum of Understanding (MOU) is made and entered into this 22nd day of April, 2022 between the San Bernardino Community College District (hereinafter, "District") and the San Bernardino Community College District Teachers Association-CTA/NEA (hereinafter, "Association").

WHEREAS, The District and Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A-1 where the existing collective bargaining agreement also indicates that the District shall present a health and welfare plan for part-time bargaining unit members in the 2019-2020 academic year for implementation on September 1, 2020.

WHEREAS, The District has researched various plan offerings with insurance carriers to offer medical-benefits to part-time faculty.

WHEREAS, the number of part-time faculty have been fewer than anticipated and this money can be used to benefit all part-time faculty in other areas.

IT IS THEREFORE AGREED THAT:

In an ongoing effort to continue to address "D" of Article 11: Health and Welfare Benefits, part-time faculty and their eligible dependents for the 2022-2023 plan year.

Effective October 1, 2022 through September 30, 2023, the District shall offer:

MEDICAL

1. Offer Anthem Blue Cross PPO High Deductible plan to all eligible part-time faculty members and eligible dependents at 100% employee contribution.
2. An interest list will be developed over a two-week period to determine how many part-time faculty members would be interested in enrolling.
3. Up to a maximum of 10 part-time faculty members who meet the eligibility requirements will be funded each month (for up to 12 months) not to exceed \$45,000 for the 2022-2023 plan year, to help offset the cost of employee premiums. The allocated \$45,000 will be divided equally amongst the enrollees, up to 10 people. The subsidy cannot exceed the cost of the benefits. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

DENTAL

1. Offer the Delta Dental HMO Direct for eligible part-time faculty and eligible dependents at the 75% employer contribution/25% employee contribution.
2. An interest list will be developed over a two-week period to determine how many part-time faculty members would be interested in enrolling.

3. The District will fund the employer contribution for up to 25 part-time faculty members who meet the eligibility requirements (\$25.15 each month (for up to 12 months) not to exceed \$301.80 for the 2022-2023 plan year). The maximum enrollment for this funding shall be 25 faculty. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

The following eligibility requirements shall apply:

1. Part-time faculty must be actively employed in a district faculty position.
2. Applicants who have existing coverage elsewhere are not eligible for District funding.
3. 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.
4. Any subsequent enrollments are at the discretion of the District.
5. An eligible employee may choose either medical or dental benefits, but not both.

The District reserves the right each school year to change the medical plan and/or subsidy amount offered to part-time faculty.

SBCCD

Kristina Hannon

Date: April 22, 2022

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

SBCCDTA

Jamie Herrera

Date: April 22, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

**Comparison District Data Summary Guidelines
October 22, 2021**

Whereas: Appendix A-1, Objectives 1 and 2 of the collective bargaining agreement states we will establish a median concept among the benchmark/comparison districts and establish specific points on the salary schedule for comparison; and

Whereas: The change in the salary schedule requires adjustment to the previously agreed upon comparison cells.

IT IS THEREFORE AGREED THAT:

The following Comparison District Data Summary Guidelines shall be used.

Comparison District Data Guidelines

- a. The comparison districts listed in Appendix A-1 Compensation Plan shall be used for comparison purposes including wages, benefits, similar job descriptions, etc.
- b. Specific points (twenty-eight cells) on the full-time salary schedule shall be established for comparison and refer to the index of the twenty-eight cells. The index of twenty-eight cells are agreed to by mutual consent of the Association and the District. The selection of the cells process shall include an analysis of current scatter gram information.
- c. The twenty-eight cells shall be matched to the seven comparison districts identified in the bargaining agreement under the Compensation Plan as close as possible.
- d. The index of twenty-eight cells shall be re-evaluated and mutually agreed to every time Article 10: Wages is sunshined.

Index of Twenty- Eight (28) Cells for 2021-22

Lowest starting point (3 cells): C1, D1, I1

Highest (3 cells): D21, E21, I21

Entry level, difficult to recruit, retain (3 cells): C4, D4, I4

Starting point G8-max step: (7 cells): all step 8 (C, D, E, F, G, H, I)

Normalizing (middle of schedule, 7 cells): all step 11 (C, D, E, F, G, H, I)

Straightforward, best match possible (5 cells): E6, D14, I14, F17, H17

SBCCDTA

SBCCD

Jamie Herrera

Jamie Herrera, SBCCDTA Chief Negotiator

Kristina Hannon

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

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

Compensation for Stacked Honors 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, Crafton Hills College has compensated faculty who teach honors courses; and

WHEREAS, the parties agreed to come together and meet to extend or negotiate a new process/compensation for honors courses as outlined in the MOU signed December 4, 2020;

THEREFORE, Effective Fall 2021:

1. All faculty teaching any honors course linked to a non-honors course shall be compensated two (2) hours for each student enrolled at census at the non-instructional rate, up to five (5) students, for a maximum of ten (10) hours.

For example, an instructor teaching three (3) honors sections of ENGL-101 with eight (8) honors students would be compensated for a maximum of five (5) students or ten (10) hours. If an instructor also taught ENGL-102 as well, they could be compensated for a maximum of five (5) students for all ENGL-102 honors sections taught by the instructor as well as being compensated for the ENGL-101 honors students.

2. Counselors at both campuses will be released from other student contact to attend honors related meetings and activities during their assigned workweek.

This MOU will sunset upon district plan and agreed upon MOU/TA.

For SBCCD

Date: 4/15/2022

Kristina Hannon

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

For SBCCDTA

Date: 4/15/2022

Jamie Herrera

Jamie Herrera, SBCCDTA Chief Negotiator