

**Memorandum Of Understanding
By and Between The
San Bernardino Community College District Teachers Association
And
San Bernardino Community College District**

Article 13 Grievance Hold

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District Teachers Association (Association), And The San Bernardino Community College District (“District”) Collectively “The Parties”

~~WHEREAS, the District has received concerns from the Association related to the class sizes and faculty workload within the science discipline;~~

WHEREAS, the District has received a Grievance from the Association related to Multiple Class Sections being added to faculty workload with no additional pay per section; and

~~WHEREAS, the District maintains that it is following the contract language that has been negotiated and/or following consistent practices for areas that may be silent in the collective bargaining agreement;~~

WHEREAS, the Association maintains that the District is not following the contract language and past practices that has been negotiated; and

~~WHEREAS, both parties agree the interpretation of the existent/non-existent language may be causing confusion;~~

WHEREAS, both parties do not agree on the District’s interpretation and their usage of non-existent language to refuse to settle the grievance through the contractual grievance process; and

WHEREAS, The District has had six years of negotiations to settle this issue through the negotiations process, and has not, and therefore has directly caused this grievance; and

WHEREAS, The District has responded at each level of this grievance with the intent to resolve this grievance through the negotiations process; and

WHEREAS, This grievance has reached the level of arbitration, but through direct communications with the SBCCD Chancellor Diana Rodriguez, the district has indicated the intent to resolve this grievance by June 30, 2023;

~~THEREFORE, it is agreed that the current grievance(s) related to Article 13 be put on hold until the following can be discussed, negotiated and/or settled. The following identified negotiable topics within the grievances include the following:~~

- ~~Clarification of current contract language within Article 13 related to the discipline of science~~
- ~~Class Sizes, including larger class sizes for science courses~~
- ~~Compensation factors related to the above area(s)~~
- ~~Clarification and discussion of any work related activities based on DEIA and performance evaluations~~

THEREFORE, let it be agreed that the current grievance related to Article 13 Workload/Stacking Multiple Class Sections;

1. Be put on hold, but shall be kept active through June 30, 2023 when it is said to be resolved.
2. Be negotiated through the proper process of negotiations until mutual agreement between both parties is found.
3. Be it further understood that the Association, on July 1, 2023 shall have the right to return to the grievance process resuming where it left off and immediately file for arbitration should negotiations fail.
4. Be it yet further understood should arbitration be necessary after July 1, 2023 that the District shall be responsible for the full costs incurred by both parties with the arbitration process for this grievance.

For SBCCD

Dated: 1/17/23

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For SBCCDTA

Dated: 1-17-23

Richard Jaramillo

Richard Jaramillo, SBCCDTA Lead Negotiator