MEMORANDUM OF UNDERSTANDING (MOU)

FINANCIAL AID REORGANIZATION

BETWEEN

PALO VERDE COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 180

This MOU is between the Palo Verde Community College District ("District"), the California School Employees Association and its Chapter 180 ("CSEA"), and Rorie Nelson (employee) (collectively "Parties"), and is in regards to the District's Financial Aid Department. As a result of the Parties negotiations over this topics, the Parties have agreed to the following:

A. FINANCIAL AID TECHNICIAN POSITIONS

1. On June 27, 2013, CSEA and the District agreed to a comprehensive reorganization of the Financial Aid Department in an MOU entitled "Layoff Mitigation and Effects Agreement and Financial Aide Reorganization Memorandum of Understanding ("Layoff and FA Reorganization MOU" enclosed herein as Attachment A).

2. As part of the Layoff and FA Reorganization MOU, the District agreed to a specific staffing levels and reclassifications in the Financial Aide department for then current classified employees.

3. Effective as of the ratification date of this MOU, the June 27, 2013 Layoff and FA Reorganization MOU shall be null and void in preference to the following staffing levels and positions in the Financial Aid Department:

Current Financial Aid Department Staffing as of January 26, 2016:	New Financial Aid Department Staffing and Effects on Specific Employee as this MOU:
Veronica Barcenas is a current FA Tech I.	Ms. Barcenas continues as a current FA Tech I.
Alejandro Clark is a current FA Tech II.	Mr. Clark continues as a current FA Tech II.
Rorie Nelson is a current FA Tech I working out-of-class as a FA Tech II with rights to a FA Tech III position upon completion of an AA degree.	Ms. Nelson's position shall be reclassified from FA Tech I to FA Tech II. Ms. Nelson shall not be required to complete her AA degree as a condition of retaining her FA Tech II position. All service by Ms. Nelson in an out-of-class FA Tech II position shall be counted towards her seniority as a FA Tech II as provided for under this MOU.
Yaneli Rangel is a current FA Tech II.	Ms. Rangel shall remain a FA Tech II, but will work out of class in the FA Tech III position in accordance with the Collective Bargaining Agreement.
FA Tech III is currently vacant.	The District will fill the FA Tech III position in accordance with the Collective Bargaining Agreement at a future date, based on District

	needs. In the event that an existing Tech II is promoted into the Tech III position, the District shall close the then vacant Tech II position.

4. The District retains the right to adjust future staffing levels in the Financial Aid department as per the Parties' collective bargaining agreement or otherwise provided for under law. However, classified employees in the Financial Aid Department shall retain all rights to their classification as provided for in the Parties' collective bargaining agreement or otherwise provided for under law.

B. TERM AND APPLICABILITY OF MOU

1. This MOU is applicable only to the topics covered under this MOU. This MOU supplants and makes null and void the June 27, 2013 Layoff and FA Reorganization MOU enclosed herein as Attachment A.

2. This Memorandum of Understanding (MOU) is subject to review under CSEA's Policy 610 and review and approval by the Palo Verde Community College District's Board of Trustees.

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Agreed to this 28th day of January, 2016 at Blythe, California.

For Palo Verde College	For CSEA and its Chapter 180
Ronald J. Wallace	
	Ethel M. McBroom
	Ronald Nelson
	Michael Willis

Attachment A

LAYOFF MITIGATION AND EFFECTS AGREEMENT AND FINANCIAL AIDE REORGANIZATION MOU

(Obsolete MOU declared null and void as per current Agreement)

MEMORANDUM OF UNDERSTANDING (MOU)
LAYOFF MITIGATION AND EFFECTS AGREEMENT AND FINANCIAL AIDE REORGANIZATION

Between Palo Verde Community College District
and
California School Employees Associations and its Chapter 180

Pursuant to negotiations between the Palo Verde Community College District ("District") and the California School Employees Association and its Chapter 180, ("CSEA" or "Association") the following proposals in regards to the approximately 5 layoffs, reductions, involuntary transfers, involuntary demotions and/or potential bumping of classified bargaining unit members proposed by the District.

A. **GENERAL LAYOFF/REDUCTION EFFECTS PROVISIONS:** What follows in this Section "A" are the Parties' general effects agreement, which is applicable to all of those who may be impacted, negatively or otherwise, by the District's layoffs, reductions, involuntary transfers, involuntary demotions, and/or bumping, if any, of classified bargaining unit members.

1. Upon request, the District will provide a current Reemployment List for each classification to CSEA.

2. In the event the District seeks to fill any current or future vacancies, such vacancies shall be filled in accordance Article 9 and in accordance with applicable Education Code provisions, including but not limited to section 45298 as interpreted by the appellate court in the decision of *Fischer v. Grossmont*, which provides priority consideration for the hiring of laid off classified employee for positions in which they are qualified to serve in preference to outside candidates. In addition, persons laid off because of lack of work or lack of funds shall have the right to participate in promotional examinations with the District during the period of 39 months.

3. Layoff and/or reduction of classified bargaining unit members shall be conducted in accordance with the applicable lawful provisions of Article 9: Layoff and Reemployment of the CSEA/PVUSD collective bargaining agreement, Education Code and other relevant statutes.

4. Any unit member subject to layoff, involuntary demotion, reductions and/or bumping can apply and will be allowed to interview for any position for which they have qualified. In addition, bargaining unit members who are laid off shall have first right of refusal on all offers to substitute within their classification, and other related classifications in which they are qualified to serve, before any other bargaining unit member or outside non-bargaining unit employee receives such work.

5. Unit members who are ultimately subject to layoff, if any, shall receive health and welfare benefits paid by the District, without a payroll deduction for two (2) months, following the last day of employment prior to the layoff or reduction, provided that such employees where eligible and receiving health and welfare benefits from the District prior to their layoff.

6. Bargaining unit members who are laid off, if any, shall be allowed to exhaust all paid leaves, such as vacation, personal necessity, and comp. time, for the purpose of seeking alternate employment.

7. Unit members who are laid off shall be afforded up to eight (8) hours paid time to attend meetings with representatives from the Employment Development Department (EDD) regarding unemployment benefits as scheduled by the District. The District agrees not to contest any unemployment claims filed by affected employees.

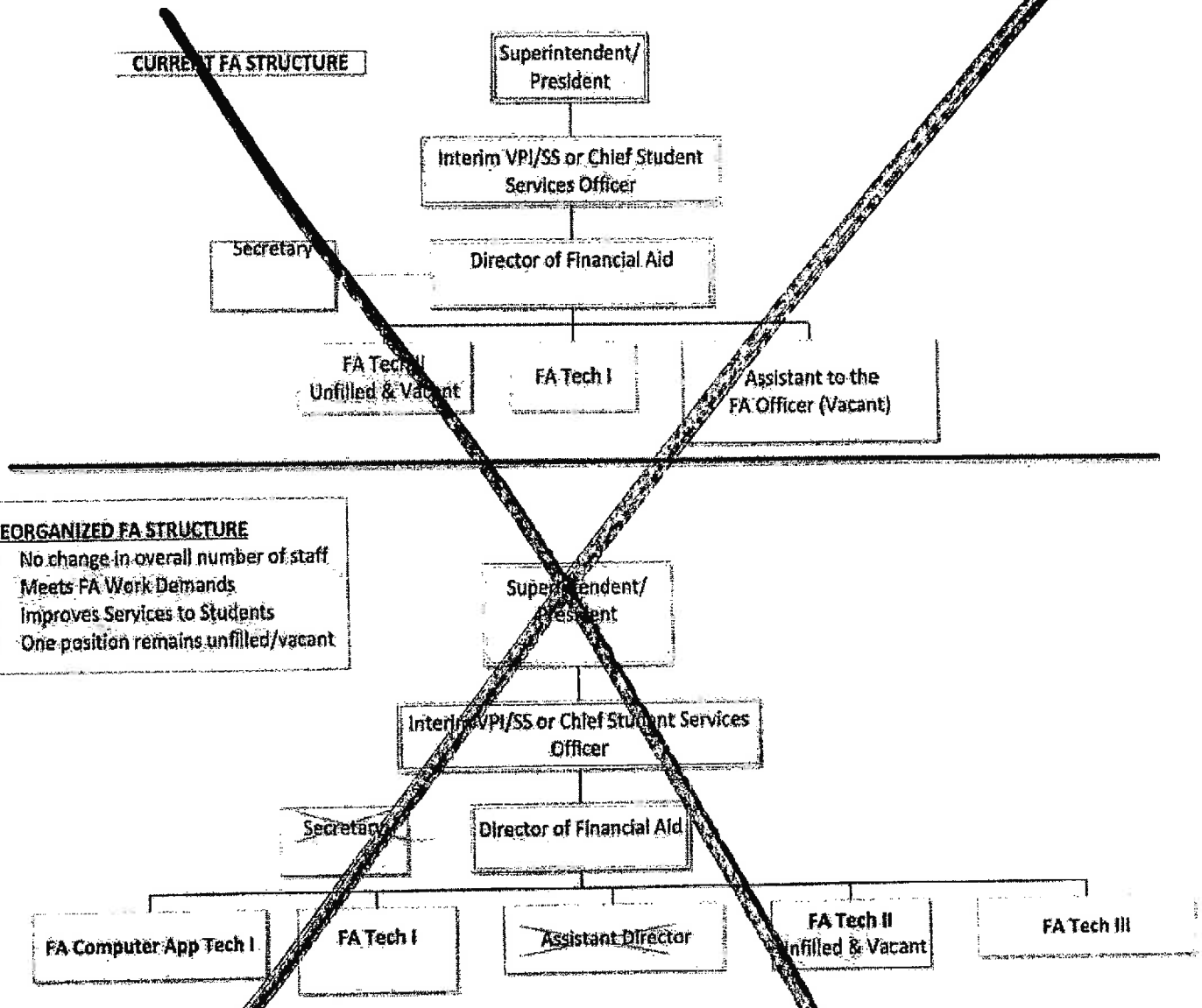
8. Unit members affected by layoff shall be offered first right of refusal for substitute work in the District in all areas for which the employees are qualified to serve, in preference to any outside applicants who may be offered such work, currently or in the future.

9. The district will maintain up-to-date records of offers and responses relating to the above regular, substitute, and additional work offers, and a monthly report of all workers performing classified work, whether in the bargaining unit or substitute, temporary or the like, shall be given to CSEA for the next 12 months and thereafter upon request from CSEA.

B. **FINANCIAL AIDE REORGANIZATION**: The Parties agree to the following specific effects for bargaining unit positions and members impacted by the District's layoffs, reductions, involuntary demotions and/or bumping of classified employees as set forth below:

Current Financial Aid Staffing:	Effect of Financial Aid Reorganization on Staffing:	Agreement on Effects for Specific Unit Employee
• Financial Aide (FA) Secretary	• Eliminate FA Secretary Position as of July 1, 2013.	• Current Occupant of FA Secretary Position shall be placed in new Financial Aid Technician I position as of July 11, 2013 agreed upon by the parties and enclosed with this MOU as Attachment A.
• Financial Aide (FA) Technician II unfilled/vacant [current FA Tech I is working out-of-class in this position]	• No change - maintain as unfilled FA Technician II position. The parties have agreed to revise the current FA Tech II job description as enclosed with this MOU as Attachment B.	• No change - maintain unfilled FA Tech II position. The classified employee currently serving out-of-class in FA Tech II position shall be placed in new Financial Aide Technician III position upon completion of an AA degree. The new FA Tech III, agreed upon between the Parties, is enclosed with this MOU as Attachment C.
• (Vacant) Financial Aide (FA) Assistant (i.e. Assistant to the Director of Financial Aide/Scholarships)	• Eliminate FA Assistant Position as of July 1, 2013.	• Position shall be eliminated from the classified service. There are no occupants or effects associated with the deletion of this obsolete position.
N/A	• Create new Financial Aide (FA) Computer Applications Technician I position, as enclosed with this MOU as Attachment D.	• On October 1, 2013 classified employee currently serving as Information Technology (IT) Help Desk Technician* shall be placed in new FA Computer Applications Tech I position agreed upon by the parties and enclosed with this MOU as Attachment D.
N/A	N/A	*Please Note: Current occupant of the Education Technologist position, which is also being eliminated as of October 1, 2013, has bumping rights to the IT Help Desk Technician position.

C. **EFFECTS ON DISTRICT'S ORGANIZATIONAL CHART :** Included in this MOU for reference purposes only is the effects upon the District's Organization Chart due to the parties' agreed upon changes as per Section B (above) of this MOU.



C. **APPLICABILITY OF MOU**

1. This "Layoff Mitigation and Effects Agreement" MOU shall not be interpreted by the Parties to be in competition or conflict with the provisions of the "2013-14 Salaries MOU" that the Parties have agreed to which impacts all bargaining unit employees, including those covered by this MOU. Both MOUs shall be interpreted by the Parties as being complementary documents developed and agreed upon by the Parties to address separate, but related issues and problems facing Palo Verde College and its classified employees.

This Memorandum of Understanding (MOU) is subject to the grievance procedure contained in Article 10 of the collective bargaining agreement between the parties and is subject to review and ratification by the Palo Verde Community College District Board of Trustees and CSEA and its Chapter 180 membership at Palo Verde College.

Agreed to this 27th day of June, 2013 at Blythe, California.

For Palo Verde College	**For CSEA Chapter 180**