**REFERENCE: C - 84**

# MEMORANDUM OF UNDERSTANDING

## "FRIENDLY" UNIT MODIFICATION

BETWEEN

**PALO VERDE COMMUNITY COLLEGE DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 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") (collectively "Parties") the following CSEA proposal is in regards to a proposed unit modification of an existing classified position "Student Activities/CalWorks Coordinator." As a result of the Parties negotiations over both the decision and the effects associated with the District's proposed transfer of some classified work outside the bargaining unit previously associated with the "Student Activities/CalWorks Coordinator." CSEA and the District have agreed to the following considerations:

## A. NEW STUDENT ACTIVITIES/CALWORKS COORDINATOR

1. The Parties agree that as of July 1, 2013, only those relevant management duties within the classified unit bargaining position "Student Activities/CalWorks Coordinator" shall be transferred out of the classified bargaining unit into a new management job description called "Student Development and Civic Center/Events Manager" (Management salary schedule Range 3) as enclosed herein to this MOU as Attachment A.

2. The current occupant of the classified position "Student Activities/CalWorks Coordinator" shall immediately become the current occupant of the new management position "Student Development and Civic Center/Events Manager."

3. The "Student Activities/CalWorks Coordinator" classification within the classified service shall not be deleted but shall continue to exist as classifications in the Master Salary Schedule as enumerated in the Parties' current Collective Bargaining Agreement ("CBA").

4. This Memorandum of Understanding (MOU) is effective beginning July 9, 2013, pending approval by the PVCCD Board of Trustees, and CSEA and its Chapter 180 membership at Palo Verde College.

*Agreed to this 25th day of June, 2013 at Blythe, California.*

| **For Palo Verde College** | **For CSEA Chapter 180** |
|---|---|
| Denise Whittaker, Interim Superintendent/Pres.<br>Palo Verde Community College | Rich Soto, President<br>CSEA Chapter 180 |

**REFERENCE: C - 85**

# PALO VERDE COMMUNITY COLLEGE DISTRICT

## Student Development and Civic Center/Events Manager

### GENERAL DESCRIPTION

Reporting to the Chief Student Services administrator, the Student Development and Civic Center/Events Manager is responsible for leadership and oversight of student activities and student government, Civic Center rentals, major event management, CalWORKS, and outreach and recruitment. Responsible for budget development and managing area budgets efficiently. Adheres to Board policies and procedures. Hires, supervises, trains, and evaluates support staff for events and student workers. Develops and assists with maintaining positive public and community relations and serves as a liaison between the community, K-12 and Palo Verde College in all areas of responsibility.

### NATURE OF THE POSITION

**Student Activities and Student Government**

- Serves as the manager responsible for student activities, student government, and student life at Palo Verde College.
- Provides leadership, direction, and supervision for student activities and services including developing, organizing and advising various clubs, cultural, educational and social programs for a diverse student population, staff and community members.
- Provides leadership, direction, and supervision as the advisor to student government; assists ASG boards with developing and organizing activities, services and promotion of events; attend ASG meetings; coordinates travel arrangements and accompanies ASG officers for student conferences; and oversees the Associated Student Government (ASG) scholarship process;
- Supervises and coordinates the student election process; screen potential candidates; provide paperwork necessary for application for student leadership.
- Identifies and selects qualified student representatives and encourage greater student participation in shared governance.
- Provides leadership, direction, and supervision for club activities including monitoring budgets assuring proper administrative approval for club expenditures; recruiting faculty advisors for clubs; provides orientation for new advisors and club officers.
- Develops, organizes, coordinates and oversees major extra-curricular and co-curricular cultural, educational and social programs for students, staff and the community.
- Develops and promotes multicultural awareness and assist with diversity awareness events.
- Supervises and ensures that necessary paperwork, and
- Gathers and disseminates information pertaining to public information and promotional events, programs and classes at Palo Verde College.
- Serves as the liaison for student and college events between the college and local news media and assists with campus publications.
- Assists in the coordination of student services programs and activities including new student orientation, welcome week and other activities; collaborate with other campus personnel regarding special activities and services; present an overview of campus activities to various off-campus offices as necessary.
- Coordinates and oversees various major campus-hosted events such as Commencement
- Develops Student Handbook with coordination of all departments.
- Develops an advertisement/marketing plan and implement for the campus.
- Responsible for the over-site of the Student Activities Center and staffing with student workers.
- Coordinates and administer student ASG/ID program.
- Perform related duties as assigned.

## Civic Center and Events:

- Manages and oversees all Civic Center rental contracts and serves as the primary contact in determining Civic Center rental approvals and associated fees.
- Oversees Civic Center events and all major events held on campus.
- Maintains up-to-date records of all Civic Center Events.
- Coordinates and oversees events with outside vendors from (contact to completion).
- Develops and maintains current records for facility rentals / Civic Center, and all campus facilities, including rental agreements and contracts.
- Schedules facility use for all outside facility requests (not including instructional classes or events) and coordinates the calendaring of events with appropriate staff.
- Coordinates facility requests and work orders with Maintenance and Operations.
- Coordinates with IT any special requests for equipment per event.
- Coordinates staffing needs for approved Civic Center agreements and internal special events.
- Submits waivers to the Superintendent/President for approval by the Board of Trustees as identified.
- Provides Civic Center contract information and fee determinations to the CBO for proper billing and insurance compliance.
- Assists with the coordination of advertisement for any major events held on campus.
- Responsible for the Civic Center Calendar of Events.
- Evaluates and makes recommendations to Civic Center Rental policy and procedures as necessary.

## CalWORKS

*This portion of the position is funded with categorical funds and is contingent upon continued CalWORKS funding.*

- Serves as the manager responsible for the development, planning, and implementation of the CalWORKS program,
- Maintains compliance with CalWORKS requirements and guidelines.
- Manages the CalWORKS budget and provides accountability for program expenditures.
- Qualifies students for CalWORKS funding.
- Conducts job development and placement for students in the CalWORKS program.
- Develops employability plans for CalWORKS recipients.
- Identifies and monitors clients and interface with off-campus agencies and on-campus programs and services.
- Conducts on-site visits at companies in the area to develop career opportunities and/or internships for students: full-time, part-time, and work study and to provide information about the college programs.
- Confers with faculty to screen and refer qualified students for employment.
- Represents Palo Verde College at job fairs and when meeting with employers, community groups and other interested agencies in support of CalWORKS efforts.
- Maintains relationships with community and other support program services both on and off campus, and refer students to appropriate services.
- Assists job applicants to enroll in job readiness skills courses.
- Collaborates with Child Development Center Staff to facilitate the child care needs and parental choice/voucher assistance program for CalWORKs recipients.
- Assists in developing a working relationship with community agencies that provide assistance for child care and with child care providers that serve low income families.
- Maintains records and assist with the monitoring and follow-up of students.
- Serves on various college and advisory committees.
- Collaborates with the EOPS/CARE program and Financial Aid in the provision of appropriate services to students.
- Maintains currency with the guidelines and regulations of the grant, and work within those guidelines and regulations. Familiar with MIS, Galaxy, and SSARCC for reporting.
- Maintains up-to-date reports and budgets for both CalWORKs and TNF consistent with the grant requirements and/or the State Chancellor's Office requirements.

**Outreach and Recruitment**

- Serves as the manager responsible for the development, planning, and implementation of the college's strategic outreach and recruitment efforts, building relationships and partnerships that support the college's strategic goal of attracting and retaining a diverse student population, provide community information and educational outreach programs, and serve as a community liaison to establish effective relationships on behalf of the college, overseeing all high school relations, and improving the college's community visibility; develops and implement recruitment strategies that promote the college to prospective students with a focus on underserved populations.
- Plans, develops, implements and evaluates recruitment campaigns (including events, public relations and materials) to raise visibility of the college.
- Researches, develops, plans, and coordinates activities of community outreach programs.
- Provides assistance in needs assessments and analysis to identify community outreach needs.
- Coordinates the facilitation and hosting of individual and large group tours on campus.
- Provides leadership in the development of a variety of publicity brochures and flyers; participates in the development of marketing strategies to promote campus activities and services.
- Communicates with internal campus organizations and services regarding assistance with meetings, programs or events.
- Attends community meetings and serve on committees appropriate to the job function and scope.

## MINIMUM QUALIFICATIONS:

1. Bachelor's degree (Master's degree preferred).
2. Demonstrated and effective leadership and management skills.
3. Exceptional interpersonal, oral and written communication skills.
4. Demonstrated computer skills in database management, Excel and Word, and the ability to learn other computer programs.
5. Physical ability to work effectively in an environment which is typical of this position.
6. Ability to work confidentially with student information.
7. Ability to show clear evidence of sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.
8. Ability to operate a variety of equipment including computers, banner maker, public address system, video recorder and other equipment as assigned.
9. Possession of a valid driver's license.

## CLASSIFICATIONS

Classified Management/Confidential, Row 3

## LENGTH OF CONTRACT

Full-time: 40 hours per week – 12 months. Flexible schedule due to evening and weekend supervision of events.

## POSITION STATUS/BENEFITS

Fringe benefit package is provided consistent with Classified Management/Confidential provisions.

**REFERENCE: C - 86**

# MEMORANDUM OF UNDERSTANDING
# 2013-14 COLLEGE CLOSURES

## PALO VERDE COMMUNITY COLLEGE DISTRICT AND

## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, PALO VERDE COLLEGE CHAPTER 180

This Memorandum of Understanding between the Palo Verde Community College District ("District") and the California School Employees Association and its Palo Verde College Chapter 180 ("Association") (collectively "Parties") is entered into with respect to the following:

**Whereas**, all classified employees are afforded holidays on Tuesday, December 24, 2013, and Thursday, January 2, 2014; and

**Whereas**, the District's Spring Break for faculty and students begins on Friday, March 14, 2014 and ends Friday, March 21;

**Whereas**, there are currently three (3) working days for classified employees during this period: Thursday and Friday, March 20 and 21, 2014; and

**Whereas**, it is anticipated that nearly all employees will request days off as vacation to extend their winter and spring breaks, resulting in the College being unable to provide full services;

**Therefore**, the Parties have reached agreement on the following items:

1. The Parties agree that the entire District will be closed on Monday, December 23, 2013 and Friday, January 3, 2014; and Monday, Tuesday, and Wednesday, March 17, 18, and 19, 2014 during winter and spring break whereby all employees shall take accrued vacation, accrued comp time, or personal necessity days. For purposes of calculation, these days shall be considered as eight-hour work days regardless of the employee's 4/10 or 9/80 flexible work schedule.

2. The Parties further agree that no classified employee shall be placed in unpaid status or otherwise "docked" pay for failure to have accrued vacation, comp time, or PN time available (or floating holiday time if negotiated subsequent to this agreement).

3. Exceptions for certain classified employees may be needed in order to maintain basic staffing levels during Winter Break, with such exceptions justified and approved by the immediate supervisor and the Superintendent/President or designee, with notification to CSEA as to who is approved to work on the designated days listed.

4. This MOU shall not be considered precedential, nor shall it create any binding practice beyond the 2013-14 fiscal year.

5. This MOU is subject to review and ratification by the CSEA and its Chapter 180 Membership.

Agreed to this _____, pending Board of Trustees approval, at Blythe, California.

| FOR THE DISTRICT | FOR THE ASSOCIATION |
|---|---|
| _____ | _____ |
| Denise Whittaker, Interim Superintendent/President | Rich Soto, President, CSEA Chapter 180 at PVCCD |

**REFERENCE: C - 87**

# MEMORANDUM OF UNDERSTANDING

## PALO VERDE COMMUNITY COLLEGE DISTRICT AND CSEA, CHAPTER 180

## Classified Employees Working Out-of-Class to Teach

Classified Employee (Gamez) Working Out-of-Class/Temporary 1-Year Voluntary Assignment to meet Unmet ESL Instructional Needs and the 50% Law Compliance for Summer and Fall 2013

For the Summer and Fall, 2013 to meet unmet ESL instructional needs and to be in compliance with the 50% Law, it may be necessary to work a qualified classified employee, "out-of-class" through a voluntary or involuntary transfer as a full-time, 86-87 days (pro-rated from 177 days per year as needed), temporary, non-tenure track teaching faculty member. [NOTE: Classified employees currently have the opportunity to teach part time as adjunct in the credit or non-credit program and are not included in this MOU.]

1. **One-Year, Temporary, Full Time, Non-Tenure Track Assignment for the 2013-14 Academic Year**
   It is understood that this assignment is only for the Summer and Fall 2013 semester (June 10, 2013 - December 13, 2013) as a temporary, non-tenure track full time assignment. If the need is justified for a full time faculty position in the discipline or area filled through the temporary transfer, a full search and competitive process will occur for the permanent teaching position for which the classified employee may apply.

2. **Work Year and Summer School**
   a. The academic work year for a full time faculty member is 177 days, pro-rated by semester, based on the 2013-14 academic calendar, beginning August 12, 2013 and ending December 13, 2013. Summer school occurs June 10 –August 1, 2013.

3. **Qualifications**: The full time classified employee, employee, must:
   a. Meet the minimum qualifications or obtain Equivalency

   b. Be able to teach the face-to-face, on-line, or correspondence education courses as needed as determined by the Division Chair and the Vice President of Instruction

   c. Will be assigned for Fall 2013 as needed to meet ESL instructional unmet needs and the 50% compliance.

4. **Compensation as a Full Time Faculty Member:**
   a. Placement on the certificated salary schedule based on the Article 2, Section 2 of the CTA contract.

   b. No Changes in Health Benefits because this is a temporary out-of-class assignment and both CTA and CSEA have the same HSA options and the enrollment period for each has passed.

   c. Retirement: An employee who is already in PERS is permitted to maintain their PERS retirement plan, even if teaching.

d. During non-teaching periods of the year as previously specified, the classified employee retains his/her current salary.

5. **Evaluation**
   All employees assigned to full or part-time teaching in Fall 2013 under this plan will be evaluated in accordance with the provisions of the CTA Contract.

6. **Unit Membership and Conflict Resolution**
   a. The classified member who is working out-of-class, working a partial year as a classified employee, and returning to their full time classified position at the end of this out-of-class assignment, retains their CSEA membership.

   b. A classified employee working temporarily out-of-class in a non-tenure track, full-time teaching position during the Summer and Fall 2013 semester (June 10 – August 1 and August 12, 2012 – December 13, 2013) will assume all the rights and privileges of a faculty member.

   c. Should a complaint be filed or an issue occur involving the employee during the academic year and be applicable to the teaching assignment, the issue will be resolved relative to the CTA contract and academic teaching standards.

   d. Should a complaint be filed or an issue occur involving the employee during the non-academic year and be applicable to the employee's regular classified position, the issue will be resolved relative to the CSEA contract.

   e. The classified employee is leaving the position of Admissions & Records Technician II and upon her return she will be place in any other open position that is available at the time of her return.

7. **Retreat Rights**
   The classified employee has full rights to assume his/her classified position upon completion of the Fall 2013 semester academic year.

***Signed:***

***District Representative:*** _____ _____

***Denise Whittaker*** ***Date***

***CSEA Representatives:*** _____ _____

***Rich Soto*** ***Date***

_____ _____

***Dale Wissman, CSEA Labor Representative*** ***Date***

# REFERENCE C-88

# 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 proposal is 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 *Tucker 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 statute.

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.

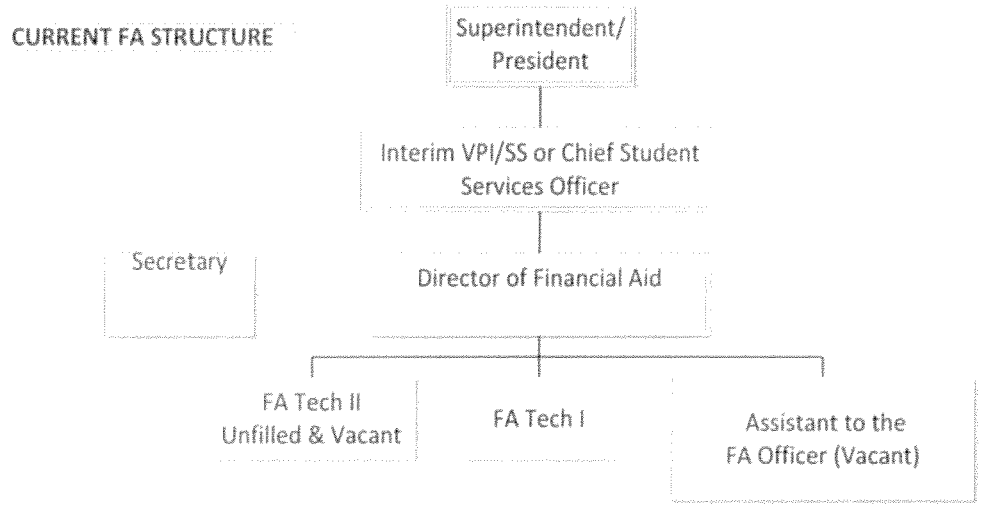
8. Unit members affected by layoff shall be offered first right of refusal for substitute work in the District in all areas for which the employees are qualified to serve, in preference to any outside applicants who may be offered such work, currently or in the future.

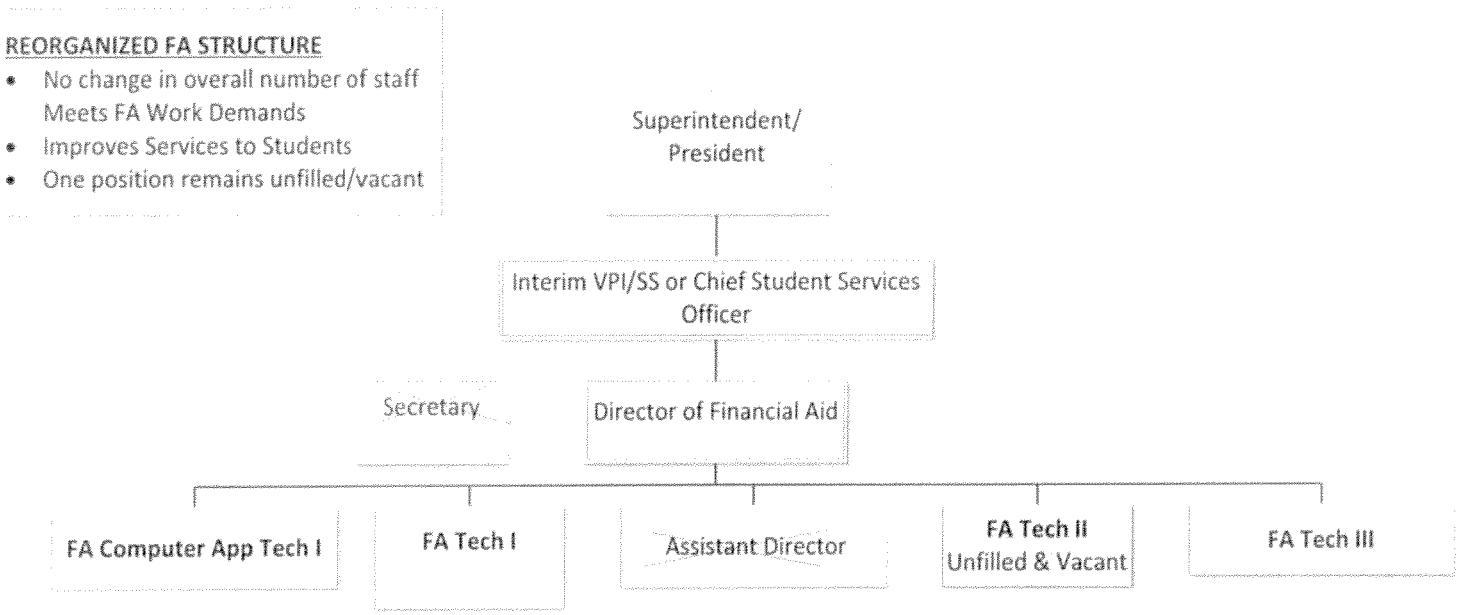
9. The district will maintain up-to-date records of offers and responses relating to the above regular, substitute, and additional work offers, and monthly report of all workers performing classified work, whether in the bargaining unit or substitute, temporary or the like, shall be given to CSEA for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