

Memorandum of Understanding

Between

The Santa Monica College District

and

the California School Employees Association

and its Santa Monica College Chapter #36

Administrative Assistant II

This memorandum is entered into by and between the Santa Monica College District (“District”) and the California School Employees Association and its Santa Monica College Chapter #36 (“CSEA”) concerning the duties of the Administrative Assistant II in the Health Sciences and Distance Education departments.

Recitals

- A. On March 17, 2020, the Board of Trustees of the District declared a local emergency because of the effects of the COVID-19 global pandemic.
- B. Throughout the COVID-19 global pandemic, the District has worked collaboratively with CSEA to protect classified employees from adverse impacts caused by major disruptions in the way the District delivers services.
- C. The COVID-19 global pandemic has created a fiscal crisis for state and local governmental entities across the United States.
- D. On June 2, 2020, the Board of Trustees declared a fiscal emergency as a result of economic impacts of COVID-19.
- E. Over 90% of the District’s general fund expenditures are for employee salaries and benefits and a reduction in such expenditures is required in order to adopt a budget for fiscal year 2020-21.
- F. To the extent possible given the evolving fiscal crisis faced by the District, it is in the best interests of the District and CSEA to avoid layoffs.
- G. On September 1, 2020, the Board of Trustees of the District approved a Supplemental Retirement Plan that has left the Administrative Assistant II position in the Health Sciences Department vacant.

Agreement

In consideration of the covenants and agreements herein contained, the parties agree as follows:

- 1. The Administrative Assistant II incumbent in the Non-Credit Education Department shall perform their duties for both the Non-Credit Education and Health Sciences Departments.
- 2. The immediate supervisor and the incumbent will meet to help prioritize tasks and assignments before the transition.
- 3. Prior to engaging in any progressive disciplinary process regarding performance-related concerns, the District and CSEA shall meet and confer concerning such performance-related concerns. The incumbent shall not incur any performance-related disciplinary action during the first six (6) months, while performing these duties as the assignment of these duties is to accommodate the needs of the District during this fiscal crisis.

4. The requirement that the Administrative Assistant II position conduct these duties shall be re-evaluated in six (6) months, from the date the MOU is signed to determine if any adjustment in duties is required.

Michael Roberts

MICHAEL ROBERTS
Chapter 36 President

Sherril Lee-Lewis

SHERRI LEE-LEWIS
Vice President of Human Resources

Jessica Gonzalez

JESSICA GONZALEZ
CSEA Labor Representative
For California School Employees Association

For the District