

MEMORANDUM OF UNDERSTANDING BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER 470

RE: TRANSITION PLAN FOR TRANSFER OF EMPLOYEES

The Hartnell Community College District ("District") will be opening the Soledad Education Center on June 15, 2021. As a part of adding this new facility to the educational mission of the District, the District is transferring certain employees to the Soledad Education Center. Article 19, Section 6 of the collective bargaining agreement between the District and the California School Employees' Association, Chapter 470 ("CSEA"), specifies that when employees are involuntarily transferred to a work site that is in a different city from the employees' current work site, the District and CSEA will negotiate a "Transition Plan" applicable to such transfers. The District and CSEA hereby enter this Memorandum of Understanding to memorialize the terms of their agreement for the Transition Plan applicable to the transfers described herein.

1. Consistent with the written notices provided by the District to the affected employees, the following employees shall be permanently transferred to the Soledad Education Center, effective: June 15, 2021

Student Services:

- Maria Jerezano, Program Assistant II (Pathways)

Adult Education:

- Brenda Jones, College Pathways Coordinator
- Fanny Salgado, College Pathways Coordinator
- Dina Uribe, Program Assistant I (Office of Continuing Education)

2. The transferred employees shall continue to work remotely and shall not report to the Soledad Education Center until notified by their supervisor. After being notified that they are to report to the Soledad Education Center with a minimum two days notice, the transferred employees shall report daily, in-person, to the Soledad Education Center, unless their supervisor directs otherwise, and shall be available for in-person services to students and the community. The District will comply with the CDPH, CalOSHA, and Monterey County Department of Health guidelines to ensure that the safety of its employees are maintained.

3. In recognition of the potential impacts these transfers may have on child care arrangements or other personal matters, the District will work with each of the transferred employees to adjust scheduled start or end times, if necessary, by up to 45 minutes. Any adjustment to a scheduled start or end time shall not result in a reduction of total hours worked.

4. In recognition of the increased costs associated with daily travel to the Soledad Education Center, including but not limited to mileage, childcare, and relocation and to provide transitional assistance to the impacted employees to temporarily defray these increased costs, the District shall pay a monthly stipend in the amount of \$350.00 to Maria Jerezano, Brenda Jones and Fanny Salgado. The stipend shall be paid for a total of six months (June through November 2021) and thereafter shall terminate.


5 This agreement constitutes the entire agreement between the parties and there are no other oral representations or understandings, terms or conditions not contained in this agreement. This agreement shall be subject to the grievance procedures in Article 21 of the collective bargaining agreement.

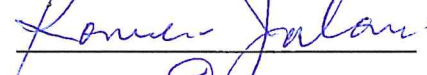
6. This agreement is non-precedential, will not bind the parties in any future action, and cannot be asserted by either party as evidence of any established past practice.

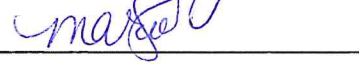
7. This agreement may be executed in several counterparts and shall be deemed legally effective once the counterparts hereof have been duly executed by both parties and ratified by the Governing Board of the District.

8. This agreement will work alongside the future Return to Campus CSEA Memorandum of Understanding. This agreement shall expire December 31, 2021.

For the District:







For CSEA, Chapter 470:

