

Memorandum of Understanding

Between the

South Whittier School District

and the

California School Employees Association and its South Whittier Chapter 348

June 2, 2021

The South Whittier School District (“District”) and the California School Employees Association and its South Whittier Chapter 348 (“CSEA”) (collectively, the “Parties”) enter this Memorandum of Understanding (“MOU”), dated June 2, 2021, regarding the blending of Los Altos Elementary School (“Los Altos”) and Monte Vista Elementary School (“Monte Vista”), which has resulted in the overstaffing and displacement of the following positions:

- (1) Monte Vista, School Secretary, 8 hours
- (1) Monte Vista, Library Clerk, 7 hours
- (1) Monte Vista, Health Clerk, 4 hours
- (1) Monte Vista, Custodian, 8 hours

The Parties have agreed to the following:

For one year during the 2021-2022 school year, the above positions will be placed at the District office as their primary assignment and will serve in a roving capacity throughout the school district. If a vacancy occurs in a School Secretary, Library Clerk, Health Clerk and/or Custodian position at any of the Districts’ schools during the 2021-2022 school year, the District shall fill the vacancy with the impacted Monte Vista employees listed above in the same classification. If the open position has more hours than the hours listed above, the Parties agree to follow CSEA contractual language in Article 16.3, Voluntary Transfers.

In consideration of the District’s decision not to reduce or eliminate the above positions, CSEA agrees that the District may modify the job duties of the Library Clerk and Health Clerk in the following manner: The position of Library Clerk may be repurposed to include clerical/office duties. The position of Health Clerk may be repurposed to include assisting District Department Secretaries. If an employee working in one of the above classifications is subbing in a higher classification, Article 9.2, Pay and Allowances shall apply.

Should any Monte Vista employee placed in a roving position need to use their vehicle for District business, the District shall reimburse the employee for mileage in accordance with Article 9, Pay and Allowances, Section 9.5 of the Parties’ Collective Bargaining Agreement (“CBA”).

These roving positions will have a set workday schedule for the 2021-2022 school year.

For the duration of this MOU, affected employees from Monte Vista will have no bumping rights. Following the expiration of this MOU, affected employees from Monte Vista shall retain their bumping rights. This MOU shall not impact and/or reduce affected employees from Monte Vista's seniority dates, compensation and/or health benefits.

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, or administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the CBA.

This MOU shall expire in full at the end of the business day on June 30, 2022, unless otherwise agreed upon in writing by the Parties. The Parties agree to meet no later than May 31, 2022 to review staffing assignments for the 2022-2023 school year.

Dr. Marti Tienda-Ayala
Dr. Marti Tienda-Ayala (Jun 2, 2021 15:00 PDT)

SWSD

Jun 2, 2021

Date

Stephanie Gonzales
Stephanie Gonzales (Jun 2, 2021 15:06 PDT)

CSEA

Jun 2, 2021

Date

Mitchell Stewart
Mitchell Stewart (Jun 2, 2021 15:22 PDT)

CSEA

Jun 2, 2021

Date