



**California
School
Employees
Association**

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Member of the AFL-CIO

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December 13, 2016

Robert Villanueva, Chapter President
Santa Monica College Chapter #36
1900 Pico Blvd.
Santa Monica, CA 90405-1628

Re: Memorandum of Understanding: Classes, Conferences & Workshop Reimbursements

Dear Chapter President Villanueva:

I have received the Memorandum of Understanding regarding the reimbursements for the classes, conferences and workshop negotiated between the Santa Monica Community College District and the California School Employees Association and its Chapter #36. It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws, or policies of the Association.

Please ensure your chapter complies with the Policy 610 Ratification Notice and Ratification Meeting requirements as identified in your chapter constitution and bylaws, including the following:

- Calling a meeting of the bargaining unit for a secret ballot vote;
- At least a five (5) days meeting notice;
- Identifying the meeting time, date and location with an opportunity for discussion/debate;
- Attaching a copy of tentative agreement or a summary; and,
- Providing the Negotiating Committee's recommendation.

I would like to take this opportunity to acknowledge the time and effort spent by the Negotiating Committee and yourself in negotiations. Your involvement and dedication is truly appreciated.

Remember that the MOU must be signed and dated in addition to being ratified by the parties.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt

16 ME 36 Re Memorandum of Understanding-Classes, Conferences & Workshop Reimbursements

C: Cheryl McDonald, Regional Representative; Don Snyder, Area Director;
Andrew Prickett, SLRR; Margie Espinoza, Labor Relations Representative;
File

Our mission: To improve the lives of our members, students and community.

SANTA MONICA COLLEGE
MEMORANDUM OF UNDERSTANDING
September 22, 2016

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Monica Community College District (the "District") and the California School Employees Association and its Santa Monica Chapter 36 ("CSEA") as of this 22nd day of September 2016.

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In consideration of mutual agreements set forth herein, the parties agree as follows:

1. Article 11.11 of the Collective Bargaining Agreement between the District and CSEA is amended to read as follows:

11.11 Classes, Conferences and Workshops Reimbursement

11.11.1 In accord with the following provisions, permanent employees in the bargaining unit may apply for and receive reimbursement of tuition, registration, ~~and/or~~ cost of books or materials, ~~and related transportation~~ for classes, conferences or workshops taken during the employee's non-work hours. This provision is in addition to AB1725 funds.

11.11.2 General Provisions

All classes, conferences, or workshops for which an employee may be reimbursed, shall be directly related to the employee's current classification or an approved classification within the same job family of the employee's current classification or an approved classification for which an apprentice position exists. Reimbursement shall be limited to a maximum of ~~\$500.00~~ \$750.00 (including transportation) per employee in one fiscal year. The transportation component of any reimbursement shall not exceed \$250.00 and must be for transportation to classes, conferences, or workshops held outside the District boundaries. Mileage shall be reimbursed at the standard District reimbursement rate and included in the maximum \$250.00 transportation reimbursement.

11.11.3 Eligibility

In order to be eligible for reimbursement, the employee must have been an employee of the District for not less than one year. ~~An employee who is reimbursed under these provisions shall not be eligible for reimbursement again for a period of one full year thereafter.~~ An employee under disciplinary or an overall work improvement notice may apply if the request is directly related to the stated job improvements cited in the notice.

11.11.4 Approval

To receive reimbursement, an employee must receive the approval of his/her immediate supervisor and department/division head. In the event

the request is denied, the Vice President for Human Resources shall make a final decision on the request. To receive approval for reimbursement prior to commencement of the class, conference, or workshop, the application must be made at least three weeks prior to its commencement. An employee may apply for reimbursement without having secured advance approval if the application is made within three weeks after completion of the class, conference, or workshop.

11.11.5 Maximum Costs of Provision

The District shall separately budget \$7,500 for each fiscal year for purposes of reimbursement under this Section.

2. The following forms will be eliminated from the CBA:

Professional Growth and Reimbursement Claim Form

Application for Reimbursement of Tuition, Registration and/or Cost of Books and Material.

3. The following form, attached hereto as Exhibit A, shall be added to the CBA:

Reimbursement Claim for Classes, Conferences and Workshops (Article 11.11)

FOR THE ASSOCIATION

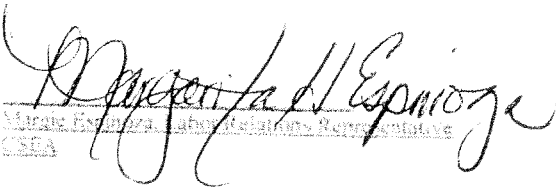


Robert Villanueva, President
CSEA Chapter 36

FOR THE DISTRICT



Marcia Wade, Vice President Human Resources
Santa Monica College



Mariana Espinoza, Labor Relations Representative
CSEA