



California
School
Employees
Association

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Matthew "Shane" Dishman
Association President

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Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



July 5, 2022

Via Electronic

Shawn Pullum
Chapter President 470

RE: Memorandum of Understanding (MOU) - Reclass

Dear President Pullum:

I have received the Memorandum of Understanding (MOU) regarding the Reclass between the Hartnell Community College and California School Employees Association and its Hartnell Chapter 470.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU is required. Please provide your Labor Relations Representative Patricia Padilla-Salsberg with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Cole
Field Director

Cc: Ramon Torres, Regional Representative 70
Donnell Fassler, Area C Director
Patricia Padilla-Salsberg, Labor Relations Representative
Chapter 470 Contract File

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

Hartnell Community College District
and
Chapter #470, CSEA,
California School Employees Association

Memorandum of Understanding

June 24, 2022

The Hartnell Community College District ("District") and the California School Employees Association and its Chapter #470 ("CSEA"), collectively "Parties," having already consulted September 29, 2021, on delaying the application and outsourcing of duties under CSEA 470-District Contract ("Collective Bargaining Agreement" or "CBA") Article 24, "CLASSIFICATION REVIEW AND RECLASSIFICATIONS," agree to the following:

1. That the Parties conducted a search for a qualified consultant that is knowledgeable and experienced in the reclassification process.
2. That the consultant will complete the reclassification process for the "Program Support" family of positions as described in CBA Article 24, Section 4.
3. That the "Program Support" family encompasses positions in both "Clerical/Secretarial" and "Program Support" under the current CBA Appendix F: Alphabetical Listing of Classes.
4. That the Parties met March 16, 2022, and mutually updated Appendix F, as identified in Article 24, to include all CSEA job descriptions, filled and vacant.
5. That the Parties met March 16, 2022, and mutually agreed upon a Compensation Study ("School List") as identified in Article 24, Section 6 "Committee Review," with the following schools:
 - a. Allan Hancock CCD
 - b. Cabrillo CCD
 - c. Gavilan CCD
 - d. Merced CCD
 - e. Monterey Peninsula CCD
 - f. Ohlone CCD
 - g. San Luis Obispo CCD (Cuesta College)
 - h. Sequoias CCD
6. That the "Year 1: Program Support" reclassification study process will begin on or before August 31, 2022 and will be completely finished by May 31, 2023 (the mutually-agreed "Deadlines"). These calendar months and days will also be used for each subsequent Classification Family as follows:
 - a. *Year 2: Library Services and Instructional Services*
Begin: August 31, 2023; **End:** May 31, 2024
 - b. *Year 3: Student Services*
Begin: August 31, 2024; **End:** May 31, 2025
 - c. *Year 4: Fiscal Services and Technical Paraprofessional*
Begin: August 31, 2025; **End:** May 31, 2026
 - d. *Year 5: Instructional Technology*
Begin: August 31, 2026; **End:** May 31, 2027

e. **Year 1: Program Support**

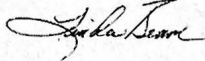
Begin: August 31, 2027;

End: May 31, 2028

7. That the District will provide written or verbal updates to CSEA at least once per month, and that the Parties will meet at least once every two months (or at a term set by mutual agreement) to discuss the progress of the reclassification studies.
8. It is the interest of both Parties to use the same consultant throughout the process for consistency. Any unanticipated need to change consultant will be addressed. It is the intention of the Parties use the same school list for the five-year compensation study reclassification period. Changes to this agreement, positions, families, dates, etc. must be mutually agreed by both Parties.
9. Furthermore, the District will send correspondence/email to the impacted CSEA members on the terms of this MOU, once agreed, for each family/study year.

The CBA currently states under Article 24 that the District shall begin the process by September 25, 2021. Since that didn't happen, CSEA and the District met on December 8, 2021, and agreed to the above statements. The parties agree to make every reasonable effort to meet the above deadlines to demonstrate good faith commitment to the process. Both parties agree to work collaboratively to assure the reclassification process is completed in a timely manner and mutually address any unanticipated situations. This MOU does not waive the application of Article 21 Grievance after the Deadlines.

For the District:



For CSEA:



Shawn Pullum (Jun 27, 2022 14:35 PDT)

Patricia Padilla-Salsberg

Patricia Padilla-Salsberg (Jun 28, 2022 11:51 PDT)
