



California
School
Employees
Association

3350 Scott Blvd.
Building 18
Santa Clara, CA 95054

(408) 261-7990
(800) 487-2440

www.csea.com

Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



December 19, 2022

Via Electronic Mail:

spullum@hartnell.edu

Shawn Pullum
Chapter President 470
950 Holovits Ct.
Marina, CA 93933-5031

Re: Memorandum of Understanding (MOU) – Contracting out IT

Dear President Pullum:

I have received the Memorandum of Understanding (MOU) regarding the Contracting out IT 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

DC/js

Enclosure: Ch_470-2022-2023-MOU-Contracting out IT

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

**Hartnell Community College District
And California School Employees Association Chapter 470**

Memorandum of Understanding
Use of Supplemental Technology Staff to Restore District Operations
December 16, 2022

The Hartnell Community College District (the District) and the California School Employees Association and its Chapter #470 (CSEA), mutually agree to use supplemental, temporary staff from Robert Half and Associates as described in this Memorandum of Understanding (MOU) and provided for in special circumstances under the Collective Bargaining Agreement (CBA) Article 26: Contracting Out.

Background:


Since the discovery of a ransomware attack at Hartnell College on Sunday, October, 2, 2022, the District's Information and Technology Resources (ITR) Department has been working overtime to secure data and systems, mitigate risk to all personnel, and bring internet resources back safely. The ITR team has worked to provide alternate internet access to support classroom learning, restore telephone functions, and secure computers before reconnecting them to the network. In order to safely restore operations, more than 2,000 devices previously connected to the college's network, including more than 300 laptops, this work, while necessary, is time-consuming and labor intensive. The District has made use of other employees and student workers to assist the ITR department, but continued and consistent staff is necessary to restore operations in a safe, and efficient manner.

Resolution:

The District has requested up to four (4) supplementary, temporary staff provided by Robert Half and Associates (RHA). The job classification of IT Support Technician was provided to RHA in order for RHA to identify qualified individuals for the District to hire on a temporary basis. The term of the temporary assignment will not go beyond **January 31, 2023** ("expiration date"). The assignments will not lead to permanent employment, nor are any District employees being displaced a result of using supplemental, temporary staff. Additionally, the parties agree supplemental, temporary staff will not be used in lieu of overtime opportunities for District employees, unless mutually agreed upon by the parties.


This Agreement is non-precedent setting and is required due to the exigent circumstances created by the ransomware attack. CSEA and the District may extend the term of this MOU once, not **beyond June 30, 2022**, by mutual agreement. The District acknowledges that the decision to continue the use of contracted-out workers until the expiration date above is exclusively up to the bargaining unit members of CSEA 470. If the membership does not ratify this MOU by **Friday, January 6, 2022**, the District will cease and desist using the contracted-out workers immediately.

For the District:

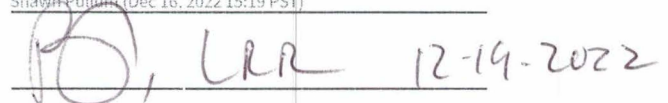


Dianna Rose (Dec 16, 2022 15:35 PST)

For CSEA:



Shawn Pullum (Dec 16, 2022 15:19 PST)



PO, LRR 12-19-2022