



California
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Member of the AFL-CIO

The nation's largest
independent classified
employee association



August 20, 2024

Via Electronic Mail:

spullum@hartnell.edu

Shawn Pullum
Chapter President 470
1316 Patch Ct
Marina, CA 93933-5031

Re: Side Letter Agreement (SLA) – CSEA Appointments to Selection Committees

Dear President Pullum:

I have received the Side Letter Agreement (SLA) regarding the CSEA Appointments to Selection Committees between the Hartnell Community College School District 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 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/mc

Cc: Rebecca Delameter, Regional Representative 70; Donnell Fassler, Area C Director;
Isabela Telles, Labor Relations Representative; Chapter 470 Contract File

SIDE LETTER AGREEMENT
BETWEEN THE
HARTNELL COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 470

Re: CSEA Appointments to Selection (Hiring) Committees

August 6, 2024

Whereas the Hartnell Community College (District) and the California School Employees Association and its Chapter 470 (CSEA) (hereinafter “parties”) entered in good faith into a Collective Bargaining Agreement with the terms of July 1, 2022, through June 30th, 2025; and

Whereas the parties acknowledge the challenges faced to adequately appoint staff members to selection committees and fill vacancies; and

Whereas the parties acknowledge, appreciate, and enjoy good labor relations; and

Whereas the parties have a mutual interest in making the appointment of staff members to selection committees more streamlined and straightforward as possible; and

Whereas the parties acknowledge and affirm that each party has a contractual right to appoint one representative at minimum, and two or more representatives if desired, to all CSEA selection committees; and

Whereas the parties acknowledge and affirm that the appointing party, and only that party, determines and selects its own representatives unless deemed inappropriate or disqualified as per 1. below; and

Whereas the parties acknowledge that CSEA’s participation, and that of its members, in all selection committees is voluntary and desired by the District; and

Now therefore, the parties enter into this Side Letter Agreement to memorialize the agreement to the terms below:


- 1) The meaning, determination, and application of “appropriate” and “appropriate representative(s)” in the parties’ Collective Bargaining Agreement under Article 19 Section 8 (“19.8”) shall be defined as stated below:
 - a) A “representative” or committee member will be deemed by the parties to be “appropriate” when:
 - i) The committee member is not the immediate prior incumbent (immediate means within the past year; any immediate prior incumbent who transfers to a third position, is promoted, resigns and is rehired/has any break-of-service, or is still the most recent prior incumbent after one year is not considered immediate).
 - ii) The committee member has completed implicit bias training (this list will be provided to CSEA on a regular and timely basis).
 - iii) The committee member can demonstrate or has demonstrated a sensitivity to diversity.
 - iv) The committee as a whole is diverse.
 - b) A committee member will be disqualified from serving when either party determines:
 - i) The committee member is not “appropriate” (“is inappropriate”) as per 1 a. above.
 - ii) A conflict of interest is identified.
 - iii) The committee member has demonstrated bias in the past year, or has failed to demonstrate a sensitivity to diversity in the past year.
 - iv) There is a breach in confidentiality.

Parties will meet in a timely manner to discuss or negotiate any disagreements on the appropriateness or qualifications of any committee member if either believes it necessary. The inappropriate or disqualified committee member will be reinstated as appropriate/qualified If parties mutually agree; otherwise an alternative must be appointed.

The District (or CSEA) must provide a written description and reasoning of any conflict of interest, or how any committee is (or is not) wholly diverse, or how any appointee is (or is not) able to demonstrate a sensitivity to diversity (or has demonstrated bias), to the other party in a timely manner.


Any disputes arising from this agreement shall be subject to the grievance procedures outlined in the parties' collective bargaining agreement.

**For the Hartnell Community College
School District:**



Dianna Rose (Aug 12, 2024 15:53 PDT)


For CSEA:




Shawn Pullum (Aug 12, 2024 16:08 PDT)


Jessica Green (Aug 19, 2024 10:34 PDT)


Julia Silveira (Aug 19, 2024 08:20 PDT)


Delia Edeza (Aug 16, 2024 10:52 PDT)
