

MEMORANDUM OF UNDERSTANDING
between the
SAN LUIS OBISPO COUNTY OFFICE of EDUCATION (SLOCOE)
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER #275 (CSEA)

The following Memorandum of Understanding (MOU) reflects the full and complete agreement of the California School Employees Association, and its Chapter 275 (hereafter "CSEA") and the San Luis Obispo County Office of Education (hereafter "SLOCOE") and collectively "the Parties" agree regarding the use of private contractors to complete mission critical duties during the periods of staff/hiring shortages.

Collectively, the Parties share the following mutual interests:

- The Parties believe that CSEA unit members provide mission critical work on behalf of the organization and the 11 school / community college districts in San Luis Obispo County in the areas of Fiscal Services, District Oversight, and monthly payroll.
- The Parties acknowledge that mission critical positions and duties cannot be unfilled as educational services provided in school districts would stop to a halt.
- The Parties acknowledge that the most qualified employee who has been tested and vetted through the Personnel Commission process is the best person to fulfill a SLOCOE classified position.
- The Parties acknowledge that the intent is not to replace any current merit system process or contract language, but to address the immediate need for completing mission critical tasks by statutory or local deadlines.

Therefore, the Parties agree to the following:

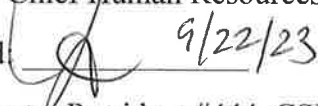
1. Due to an ongoing shortage of qualified employees to fill the positions designated herein, the Parties agree that SLOCOE may contract with private service providers to fulfill mission critical tasks only as necessary in order to meet the organization needs:
 - Associate Teacher
 - Behavior Intervention Services Specialist
 - Behavioral Health Specialist
 - Accounting Technician
 - Fiscal Specialist

- Fiscal Specialist II
 - Payroll/Retirement Specialist I
 - Payroll/Retirement Specialist II
 - Custodian
 - Custodian/Substitute Bus Driver
 - Migrant Education Services Specialist/Recruiter, Bilingual
 - MIS Liaison & Support Specialist, SELPA
2. The Parties agree that prior to utilizing a private service provider, SLOCOE will offer available work to currently employed qualified classified staff in analogous positions or similar job families, on an overtime basis if necessary.
 3. This MOU results from a unique set of circumstances and is not precedent setting to either party in regard to similar situations which may occur in the future, in particular to any decision to contract out for classified services.
 4. The Parties agree that SLOCOE shall continue recruiting to fill all available positions following merit system rules.
 5. The Parties agree that utilizing private service providers as outlined herein shall not result in any Reduction in Hours or Layoffs for any classified bargaining unit members holding the positions listed above.
 6. This MOU shall expire on June 30, 2024.

All other provisions of the CSEA – SLOCOE Collective Bargaining Agreement remain in full force and effect.

Tentatively agreed to on this 22nd day of September 2023. This MOU shall become final upon ratification by the membership of the Chapter and adoption by the San Luis Obispo County Superintendent of Schools.

Signed and Dated:  9/22/23
 Thomas Alvarez, Chief Human Resources Officer, SLOCOE

Signed and Dated:  9/22/23
 Jennie Curto, Chapter President #444, CSEA

Signed and Dated:  9/22/23
 Samuel Ogren, Labor Relations Representative California, CSEA