

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SOUTHWESTERN CHAPTER #524 (CSEA)
September 25, 2024

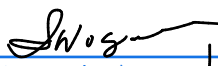

MINIMUM QUALIFICATIONS

1. This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Southwestern Community College District (hereinafter, "District") and the California School Employees Association, and its Southwestern Chapter #524 (hereinafter, "CSEA") for minimum qualifications in CSEA-represented classifications. The District and CSEA agree, as outlined in the terms of this MOU, to modify specific minimum qualifications which are not clearly related to essential duties to preferred qualifications when screening applicants for recruitment. This collaboration allows the District enough flexibility to screen candidates with more inclusivity in support of our moral and ethical obligations in our Equal Employment Opportunity Plan.
2. The District and CSEA agree to the following:
 - "Minimum Qualifications" means the minimum education, experience, license(s), certification(s), or other background required to be considered eligible to apply for, or otherwise perform the duties of a particular job classification.
 - "Preferred Qualifications" means any job-related education, training, experience, fitness, license(s), certification(s), and other criteria that are in addition to the minimum qualifications. These are not required in order to apply for, or otherwise perform the duties of a particular job classification.
 - Specific minimum qualification requirements that are not directly reflected in the representative duties of a classification will be considered as preferred qualifications.
Examples:
 - *Valid license to drive in the state of California (and a safe driving record)*
 - Must have representative duties that show driving as an essential duty.
 - *Some positions in this class are required to possess skills in a second designated language*
 - Must have representative duties that reflect why a second language, and what level of fluency is required.
 - *References to experience limited to higher education, public sector, community colleges, etc.*
 - Must have representative duties that reflect this requirement.



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- Hiring manager will need to provide justification before posting the position to justify why the District would exclude candidates who may not have experience in those limited jurisdictions before posting as a minimum qualification.
3. This MOU is effective immediately upon obtaining full signatures and shall be extended through the current CSEA collective bargaining agreement dated April 30, 2027.
 4. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and by all parties to this MOU.
 5. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
 6. Any dispute regarding compliance with the terms of the MOU shall be adjudicated in accordance with the grievance procedure in Article 16 of the current collective bargaining agreement.
 7. In witness whereof, the parties to this MOU through their duly authorize representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For CSEA:

 <u>Silvia Nogales (Sep 25, 2024 11:02 PDT)</u>	09/25/2024
Silvia Nogales, President	Date
 <u>Claire Cochran (Sep 25, 2024 12:56 PDT)</u>	09/25/2024
Claire Cochran, CSEA Labor Relations Representative	Date

For SWCCD:

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Angela Alvarez Riggs, MAHRM, Assistant Superintendent/Vice President of Human Resources	Date