

MEMORANDUM OF UNDERSTANDING

Between the
California School Employees Association
And Its William S Hart Chapter #349
And The
William S Hart Union School District

Whereas, the passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.

Whereas, AB 119 did not establish the structure, time, and manner of CSEA's access to employees during the onboarding process but instead requires the parties to negotiate over such access by the exclusive representative.

IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically within thirty (30) days of the date of hire or by the first pay period of the month following hire. This contact information shall include the following items if they are included in the District's records, with each field in its own column:
 - a. First Name;
 - b. Middle initial;
 - c. Last name;
 - d. Suffix (e.g. Jr., III)
 - e. Job Title;
 - f. Department;
 - g. Primary worksite name;
 - h. Work Schedule (Hours & Days)
 - i. Work telephone number;
 - j. Work Extension;
 - k. Home Street address (incl. apartment #)
 - l. City
 - m. State
 - n. ZIP Code (5 or 9 digits)
 - o. Home telephone number (10 digits);
 - p. Personal cellular telephone number (10 digits);
 - q. Personal email address of the employee; and
 - r. Employee ID.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- a. **Periodic Update of Contact Information:** The District shall provide CSEA with a list of all bargaining unit members' names and contact information, if included in the District's records, on the last working day of September, January, and May. The information will be provided to CSEA electronically. The contact information shall include the same items listed in the aforementioned Section 2 of this agreement and be provided in the same format.

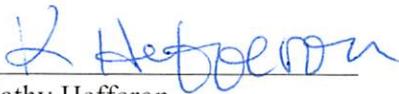
2. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
 - a. The District shall provide CSEA mandatory access to its new employee orientations. In lieu of the district giving (10) days' notice in advance of an orientation, the District will conduct a mandatory group orientation for all new hires in the bargaining unit once a month.
 - b. CSEA shall have thirty (30) minutes of paid release and up to an additional (30) minutes for travel time if necessary, for one (1) CSEA representative to present information about CSEA at the new employee orientation. The presentation shall last no longer than thirty (30) minutes. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the on orientation.
 - c. The orientation session shall be held on District property and employees will be paid to attend.

3. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019.
 - a. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2019.

4. **Savings Clause:** If during the life of the Agreement, there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, that provision shall no longer be valid.

5. Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 5 in the Collective Bargaining Agreement, except as follows:
- a. "Grievant" shall only include CSEA.
 - b. "Grievance" shall not require the individual or group of employees to be adversely affected.

FOR THE ASSOCIATION:

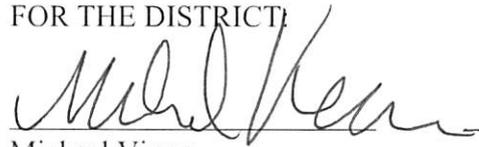


Kathy Hefferon
Chapter President
Chapter #349
District



Jessica Morrow
Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:



Michael Vierra
Assistant Superintendent of HR
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