

MEMORANDUM OF UNDERSTANDING
Between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS WILLIAM S HART CHAPTER #349
And the
WILLIAM S HART UNION SCHOOL DISTRICT

The following Memorandum of Understanding reflects the full and complete agreement of the California School Employees Association and its William S Hart Chapter #349 (CSEA) and the William S Hart Union High School District (District) (collectively referred to hereafter as "the Parties") regarding Instructional Assistant classifications for the duration of summer school.

WHEREAS, the Collective Bargaining Agreement ("CBA"), Article VII, Hours, Section 7.4, Summer School, between the CSEA and the District provides for the assignment of unit members to summer school positions which are normally within the bargaining unit;

WHEREAS, the CBA, Article VII, Section 7.4.1, provides that unit members shall be assigned to serve a summer school period in order of bargaining unit seniority in classification within the District;

WHEREAS, the CBA, Article VII, Section 7.4.2, provides that from the applicants received for summer school openings, an eligibility list of candidates shall be made for each type of position in order of District-wide seniority in the classification in which the employee currently works;

WHEREAS, the Classified Personnel Director will create an eligibility list of candidates for Instructional Assistant summer school assignments. At times, there are more Instructional Assistant summer school assignment positions than interested Instructional Assistant unit members who are on the eligibility list; and

WHEREAS, Instructional Assistants may work in higher classifications during summer school assignments.

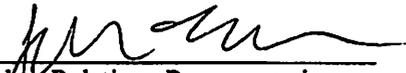
IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. Once the eligibility list of the Instructional Assistant summer school assignment classification is exhausted, and there remain vacancies in the Instructional Assistant summer school assignments, the District may fill the vacant summer school positions from other qualified applicants whose regular assignment is as an Instructional Assistant.
2. If, during summer school it is necessary to assign an Instructional Assistant to temporarily replace an absent Instructional Assistant who is working in a higher classification, the Instructional Assistant shall be paid the compensation and benefits applicable to the classification for which the Instructional Assistant is temporarily working.

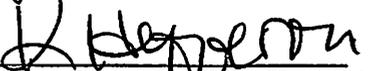
3. Any Instructional Assistant who has a summer school assignment with a student who does not show up, will be given an alternate Instructional Assistant assignment for the duration of Summer School and compensated at the rate for the classification in which they work.
4. Non-Precedential. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
5. This Agreement becomes final upon ratification of the Association membership (pursuant to Association Policy (610) and adoption by the District's Governing Board.
6. Disputes regarding this Memorandum of Understanding shall be resolved via the Collective Bargaining Agreement grievance procedure.

Dated: 10-26-2018

FOR THE ASSOCIATION:

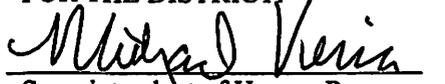


Labor Relations Representative
Jessica Morrow



Chapter President, USEA Hart 349
Kathy Hefferon

FOR THE DISTRICT:



Superintendent of Human Resources
Michael Vierra, Ph.D.