

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS WILLIAM S HART CHAPTER #349  
REGARDING CONFIDENTIAL POSITIONS**

The following Memorandum of Understanding ("MOU") is entered this 10th day of October, 2018, between the William S. Hart Union School District ("District") and the California School Employees Association and its William S Hart Chapter #349 ("CSEA") (collectively referred to herein as "the Parties") regarding certain confidential positions.

WHEREAS, Article 1, Recognition, of the Collective Bargaining Agreement ("CBA") between the District and CSEA provides an exhaustive list of all positions for which CSEA is recognized "as the exclusive representative for that unit of employees..."

WHEREAS, Article 1, Recognition, specifically includes the positions of "Administrative Assistant" and "Administrative Assistant to the CFO-COO" as of the classified bargaining unit;

WHEREAS, Article 1, Recognition, specifically excludes confidential positions, among others, from the classified bargaining unit; and

WHEREAS, Article 1, Recognition, the position of "Senior Administrative Assistant" is classified as "confidential" and excluded from the classified bargaining unit.

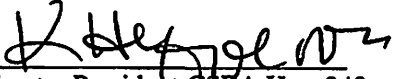
**IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:**

1. CSEA recognizes that the District will be adding another Senior Administrative Assistant position, which will be classified as confidential and excluded from the classified bargaining unit.
2. The District will maintain and, at this time, not eliminate an Administrative Assistant position. The District will maintain the Administrative Assistant position as a vacant position, unless or until the District decides to fill or eliminate the position. If the District decides to eliminate the Administrative Assistant position, it will be eliminated consistent with Education Code requirements.
3. The Parties agree that the above employment decisions do not necessitate the filing of a petition to modify the unit, per Government Code section 3544.1.
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 Non-Precedential. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,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 William S Hart Union School District Board.
6. Disputes regarding this Memorandum of Understanding shall be resolved via the Collective Bargaining Agreement grievance procedure.


Dated: 10-26-18

FOR THE ASSOCIATION:

  
Labor Relations Representative  
Jessica Morrow

  
Chapter President CSEA Hart 349  
Kathy Hefferon

FOR THE DISTRICT:

  
Superintendent of Human Resources  
Michael Vierra, Ph.D.