

MEMORANDUM OF UNDERSTANDING
Between the
COALINGA-HURON UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS COALINGA CHAPTER No. 90

The Coalinga-Huron Unified School District ("District") and the California School Employees Association and its Coalinga Chapter 90 ("CSEA"), together referred to as the "Parties," hereby agree to the following to meet the requirements of AB 119 (2017).

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- (a) The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail, to the name and address provided in writing by CSEA.
- (b) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into a position within the bargaining unit, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

2. EMPLOYEE INFORMATION

- (a) The District shall provide CSEA with contact information on the new hires. The information listed below shall be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);

- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Employee ID Number
- xvii. Birth date;
- xviii. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xix. Hire date.

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

- (b) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information listed above shall be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

3. NEW EMPLOYEE ORIENTATION

- (a) "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.
- (b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than five (5) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonable foreseeable.
- (c) The District shall include the CSEA membership application, the CSEA provided link for an electronic application, and a copy of the current Collective Bargaining Agreement, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- (d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- (e) CSEA shall have a minimum of thirty (30) minutes, excluding travel time, of paid release time for one (1) designated representative to conduct to the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.
- (f) The District administration will excuse themselves during the CSEA orientation time.

4. GRIEVANCE

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the current Collective Bargaining Agreement between the parties pursuant to the provisions of Article 17.

5. DURATION OF AGREEMENT

Term: This Memorandum of Understanding shall sunset June 30, 2019. The parties agree that this subject shall be included in the 2018-2019 negotiation for inclusion as an article in the collective bargaining agreement. Neither side shall have to use a reopener for this subject.

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, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

This Agreement is made this 26th day of January, 2018.

COALINGA-HURON UNIFIED SCHOOL DISTRICT

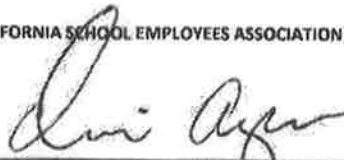


Lora Manueva, Interim Superintendent



Scott Yeager, Director of Human Resources

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Chris Ayers, Chapter President, Chapter 90



Susana Chambers, Labor Relations Representative