

**MEMORANDUM OF UNDERSTANDING**  
between  
**HART-RANSOM UNION SCHOOL DISTRICT**  
and  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**HART-RANSOM CHAPTER #699**

**RE: AB 119 - New Employee Orientation & Information**

This Agreement is entered into by and between the Hart-Ransom Union School District (District) and the California School Employees Association and its Hart-Ransom Chapter #699 (CSEA).

**Article 24 of the Collective Bargaining Agreement**

The District and CSEA agree that, as part of this agreement, Article 24 (Organizational Rights) of the current collective bargaining agreement will be removed from the collective bargaining agreement, and the language of this Agreement will be utilized instead to address any and all applicable matters currently addressed in Article 24 (Organizational Rights) of the current collective bargaining agreement.

**New Employee Orientation**

The District will comply with the requirements of California Government Code, Title 1, Division 4, Chapter 11.5 (commonly referred to as “AB 119”) as they apply to the structure, time, and manner of CSEA access to new classified employee orientations for classified employees hired into positions represented by CSEA.

“New employee orientation” means the onboarding process of a newly hired classified 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.

In accordance with the terms of this agreement, the district will provide CSEA mandatory access to its new employee orientations for classified employees hired into positions represented by CSEA. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation for newly hired classified employees, 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 reasonably foreseeable.

The parties agree that rather than having each newly hired classified employee and a CSEA official attend an individual employee orientation, newly hired classified employees will be released as a group with pay for a group orientation meeting, to be scheduled once in any month in which there are newly hired classified employees, at a time agreed upon by the District and CSEA. During this orientation meeting, the newly hired group of classified employees will be provided with a one-time twenty (20) minute CSEA orientation with a CSEA-designated official. In the event there is only one newly hired classified employee in a given month, the District will conduct the scheduled orientation for that month as an individual orientation with the newly hired classified employee, who will be released with pay for the orientation meeting. During this individual orientation meeting, the newly hired classified employee will be provided with a one-time fifteen (15) minute CSEA orientation with a CSEA-

designated official. Said release time shall not be counted against the total release time contained in the collective bargaining agreement. The orientation session shall be held on District property.

When the District conducts a group orientation for newly hired classified employees, CSEA shall be granted twenty (20) minutes of paid release time for a CSEA representative, meaning the Chapter President or designee, to participate in the group orientation session. When the District conducts an individual orientation for a newly hired classified employee, CSEA shall be granted fifteen (15) minutes of paid release time for a CSEA representative, meaning the Chapter President or designee, to participate in the individual orientation session. Said release time shall not be counted against the total release time contained in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

### **District Notice to CSEA of New Hires**

The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of approval by the Board of Trustees, via email. Such notice shall include the following information: full name, date of hire, classification, and work location.

### **Employee Information**

“Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, 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 into the bargaining unit represented by CSEA. For those latter employees, the “date of hire” shall be the date upon which the employee’s status changed such that the employee was placed into the bargaining unit represented by CSEA.

The District shall provide CSEA with contact information for the new hires. This contact information will be provided to CSEA electronically via a secure FTP site or service, 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, 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. Work extension
- x. Home street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code
- xiv. Home telephone number (10 digits) (if in the possession of the District)
- xv. Personal cellular telephone number (10 digits) (if in the possession of the District)
- xvi. Personal email address of the employee (if in the possession of the District)
- xvii. Employee identification number
- 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.

Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on or about the last working day of September, January, and May. The information will be provided to CSEA electronically via a secure FTP site or service. This contact information shall include the following information, with each field listed in its own column:

- xx. First name
- xxi. Middle initial
- xxii. Last name
- xxiii. Suffix (e.g. Jr., III)
- xxiv. Job title
- xxv. Department
- xxvi. Primary worksite name
- xxvii. Work telephone number
- xxviii. Work extension
- xxix. Home street address (incl. apartment #)
- xxx. City
- xxxi. State
- xxxii. ZIP Code
- xxxiii. Home telephone number (10 digits) (if in the possession of the District)
- xxxiv. Personal cellular telephone number (10 digits) (if in the possession of the District)
- xxxv. Personal email address of the employee (if in the possession of the District)
- xxxvi. Employee identification number
- xxxvii. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS)
- xxxviii. Hire date

CSEA will maintain the privacy and confidentiality of all employee information.

**Violation of Agreement**

If, at any time, either party to this Agreement believes that the other party has violated, or otherwise failed to fulfill, one of more of the terms of this Agreement, the alleged offending party shall be notified informally in writing of the concern and given reasonable opportunity to evaluate the concern and take any appropriate corrective action. If the alleging party believes that the concern has been satisfactorily addressed, the matter will be considered fully and completely resolved.

**Duration of Agreement**

To the extent that the provisions of California Government Code, Title 1, Division 4, Chapter 11.5 remain in effect and enforceable, the following shall apply:

This Agreement shall remain in full force and effect from the date this Agreement is signed by both parties, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2020, or any subsequent anniversary date, of its desire to modify the Agreement.

If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed.

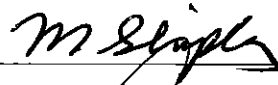
Unless mutually agreed by the parties, there shall be no reopening of negotiations regarding this Agreement during the life of the Agreement from the date this Agreement is signed, through February 29, 2020.

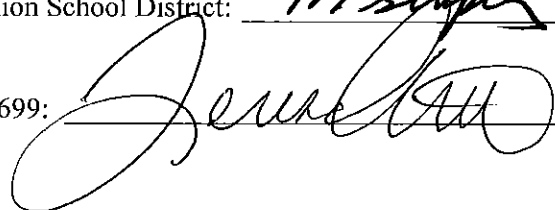
In the event that the provisions of California Government Code, Title 1, Division 4, Chapter 11.5 become unenforceable or are otherwise no longer in effect, this Agreement shall no longer be in effect, in part or in whole.

#### Savings Clause

If, during the life of this 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 unaffected remaining portion(s) shall continue in full force and effect. To the extent that the provisions of California Government Code, Title 1, Division 4, Chapter 11.5 remain in effect and enforceable, upon written notification by one of the parties to the other, any portion of this Agreement that is invalidated in accordance with this paragraph shall be opened for negotiations within thirty (30) days of said written notification, unless otherwise agreed by the parties.

#### Signatures of Agreement

Hart-Ransom Union School District:  Date: 1/23/2018

CSEA Chapter #699:  Date: 1/23/2018

CD  
1-23-18