

**LA MESA SPRING VALLEY SCHOOL DISTRICT and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
LA MESA SPRING VALLEY CHAPTER # 419**

**Memorandum of Understanding
(AB 119)**

March 9, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the La Mesa Spring Valley School District (hereinafter, "District") and the California School Employees Association and its Chapter #419 (hereinafter, "CSEA")

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 CSEA Chapter President or designee which will include the following information:
 - i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site
 - v. Date of Orientation Meeting for New Hire

2. EMPLOYEE INFORMATION

- a. "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 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 article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired and/or a copy of the CSEA Chapter 419 application. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information, as listed below, on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service and/or a copy of the CSEA Chapter 419 application. This contact information shall include the following items, with each field in its own column:

First Name; Middle Initial; Last Name; Suffix (e.g. Jr., III); Job Title / Classification; Department; Primary Worksite Name; Work Telephone Number; Home Street Address (Incl. Apartment #); City; State; ZIP Code (5 or 9 Digits); Home Telephone Number (10 Digits); Personal Cellular Telephone Number (10 Digits); Personal Email Address of the Employee; Birth Date; Employee ID; CalPERS Status; Hire Date.

3. NEW EMPLOYEE ORIENTATION

- a. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, 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 not receive less than ten (10) days' notice in advance of 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 were not reasonably foreseeable.
 - i. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee. The CSEA Labor Relations Representative may also attend the orientation.
 - ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have any active CSEA Member in the HR dept serving as a CSEA representative/designee to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation.
- c. The District shall include the CSEA membership application in any classified employee orientation packet of District materials provided to any newly hired classified employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution. The District will collect and provide to CSEA a copy of the completed CSEA Chapter 419 application.
- d. The orientations session shall be held on District property, during the workday of the employee(s), who shall be on paid time.
- e. During the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

4. GRIEVANCE PROCEDURE

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:
 - i. Only CSEA can grieve this agreement.

5. DURATION

- a. This agreement shall become effective March 9, **2018**, and shall continue in effect up to and including June 30, **2020**, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this 9th day of March, 2018.

CSEA

Ahmad Swinton 3/9/18

Ahmad Swinton – CSEA President

Dan Ortiz 3/9/18 12:40 PM
Dan Ortiz, Labor Rep

DISTRICT

Tina Sardina

Tina Sardina, Assistant Superintendent, HR

Memorandum of Understanding
(AB 119)