

**Memorandum of Understanding Between the California School Employees Association and
it's the Pines Chapter 365 ("CSEA") and the Hughes-Elizabeth Lakes Union Elementary
School District ("District")**

The District and the CSEA agree to the following regarding the passage of Assembly Bill 119:

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

The District shall provide CSEA with the following information regarding newly hired employees within thirty (30) days of date of hire or by the first pay period of the month following hire: full name; date of hire; job title; department; work location; work, home, and personal cellphone numbers; personal email address; and home address, which is on file with the District. CSEA will maintain the privacy of the employee information. This information will be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

"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. (Gov't Code §3555.5(b)(4).)

2. PERIODIC UPDATE OF CONTACT INFORMATION

The District shall provide CSEA with a list of all CSEA bargaining unit members' names and contact information referenced in paragraph 1 above on the last working day of September, January, and May. CSEA will maintain the confidentiality of this information.

3. EMPLOYEE REQUEST FOR NONDISCLOSURE

Upon written request of any employee, the District will not disclose the employee's home address, home or personal cellphone number, or personal email address to CSEA.

4. CSEA MEMBERSHIP MATERIALS

The District agrees to include written material about CSEA membership with materials given by the District to newly hired employees in the unit at the time of their employment.

5. INTRODUCTION SESSION BY CSEA

CSEA shall have the right to meet with newly hired unit employees to inform them about CSEA including, but not limited to, CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA introduction session shall be held on District property during the workday of the employee(s) who shall be on paid time.

In any month where the District hires at least one new employee, the District shall provide CSEA with the opportunity to conduct a CSEA introduction session with new employee(s) after the 15th

of the month. The District shall provide thirty (30) minutes paid release time, free from regular duties, for the CSEA chapter President, or designee, to meet with all newly hired unit employees.

6. GROUP ORIENTATION HOSTED BY DISTRICT

The District does not currently conduct formal group orientation sessions for newly hired unit employees. In the event the District conducts formal group orientation sessions, CSEA will receive not less than ten (10) days' notice in advance of that 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 reasonably foreseeable. CSEA shall have the right to conduct a CSEA introduction session at the end of the District's orientation. The District shall provide for thirty (30) minutes of paid release time for the CSEA chapter President, or designee, to present information about CSEA at the District's new employee orientation. CSEA's presentation shall last no longer than fifteen (15) minutes.

7. TERM

This Memorandum of Understanding shall remain in full force and effect from the date it is signed, through June 30, 2019.

8. SAVINGS CLAUSE

If during the life of the Memorandum of Understanding 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 Memorandum of Understanding, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect.

Any alleged violation, misinterpretation, or misapplication of the terms of this Memorandum of Understanding shall be subject to the grievance provisions of Article V in the Collective Bargaining Agreement, except as follows:

- a. "Grievant" shall only include CSEA and it's the Pines Chapter 365.
- b. "Grievance" shall include violations of this MOU