

MEMORANDUM OF UNDERSTANDING  
between the  
TUSTIN UNIFIED SCHOOL DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #450  
AB 119  
August 29, 2018

This Memorandum of Understanding (MOU) is entered into by and between the Tustin Unified School District and the California School Employees Association and its Chapter #450. The District and CSEA agree as follows:

**1. EMPLOYEE INFORMATION**

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, or part time, hired or rehired by the District in a classified position represented by CSEA. The obligations described in this section also apply to employees who have been employed by the District in non-bargaining unit positions and who are hired in a position within the bargaining unit represented by CSEA. "Date of hire" is the date the employee commenced working in a position within the classified bargaining unit.
- b) The District shall provide CSEA with contact information for new hires. The information will be provided to CSEA in a secure manner by electronic means.
- c) The information will be provided within 30 days of the employee's date of hire. To the extent the District possesses the following contact information, it shall provide:
  - i. First name
  - ii. Middle initial
  - iii. Last name
  - iv. Suffix
  - v. Job title/Classification;
  - vi. Department
  - vii. Primary worksite
  - viii. Work telephone number
  - ix. Home street address, City, State, and ZIP Code
  - x. Home telephone number (if on file with the District)
  - xi. Personal cellular telephone number, (if on file with the District)
  - xii. Personal email address of the employee (if on file with the District)
  - xiii. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS)
  - xiv. Date of hire
  - xv. Employee ID
  - xvi. Birth date

For the District:



Date:

8/29/18

For the CSEA:



Date:

8/31/18

CSEA Labor Rep:

Robert Newman

Date:

8/31/18

- d) 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 of each year. The periodic update of contact information will include the information described in (c) above.

**2. NEW EMPLOYEE ORIENTATION**

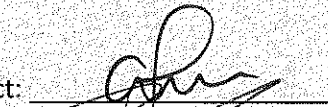


- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive at least ten (10) calendar 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 reasonably foreseeable.
  - i. If the District conducts a group orientation, defined as simultaneous orientation for two or more employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative, including the Chapter President or designee, to participate in the orientation session. To the extent the Chapter President or designee participate in an orientation during assigned work hours, the release time shall be counted against the total release time contained in Article 13.14 of the collective bargaining agreement unless the Article 13.14 release time is exhausted, in which case additional release time will be provided for employee orientations only. Alternatively, CSEA may submit a purchase order indicating the time used which shall not be counted against the release time contained in Article 13.14 and shall be reimbursed to the District by CSEA. A CSEA Labor Relations Representative may also attend the orientation session.
  - ii. If the District conducts one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release time for one (1) CSEA representative to participate in the orientation session. To the extent the Chapter President or designee participate in an orientation during assigned work hours, the release time shall be counted against the total release time contained in Article 13.14 of the collective bargaining agreement unless the Article 13.14 release time is exhausted, in which case additional release time will be provided for employee orientations only. Alternatively, CSEA may submit a purchase order indicating the time used which shall not be counted against the release time contained in Article 13.14 and shall be reimbursed to the District by CSEA. The CSEA Labor Relations Representative may also attend the orientation session.

For the District: [Signature] Date: 8/29/18  
For the CSEA: [Signature] Date: 8/31/18  
CSEA Labor Rep: Bob DeVito Date: 8/31/18

- iii. If the District conducts new employee orientations through an online process, or plans to do so in the future, up to ten (10) minutes of the online orientation shall be available for material created and presented by CSEA. The District and CSEA will cooperate in the incorporation of such material into online orientations.
- c) CSEA will have access to District audiovisual equipment for the CSEA portion of new employee orientations, to the extent the District uses such equipment during the remainder of the orientation.
- d) CSEA shall not use its access to new employee orientations in any manner that causes substantial disruption or material interference with District activities.
- e) The District shall include the CSEA membership application and a CSEA provided link for an electronic membership application 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.
- f) In-person orientation sessions shall be held on District property. If the orientation session is held prior to the first day of paid service of the newly hired employee(s), it shall be on unpaid time. If online orientation is completed on the employees' own time outside of District property, the time shall be unpaid. If the orientation session is held on or after the first day of service and during the scheduled shift of the newly hired employee(s), it shall be on paid time.
- g) In the event the CSEA representative or designee fails to attend a scheduled orientation, the orientation shall not be rescheduled.
- h) Newly hired employees who refuse to attend the CSEA portion of new hire orientation shall be excused from that portion of the orientation. District staff shall not solicit a refusal to attend an orientation.

**3. GRIEVANCE PROCEDURE**

- a) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance procedures in the collective bargaining agreement. Only CSEA may file a grievance alleging violation, misinterpretation, or misapplication of this MOU.

For the District:  Date: 8/29/18  
 For the CSEA:  Date: 8/31/18  
 CSEA Labor Rep:  Date: 8/31/18

**4. DURATION OF AGREEMENT**

- a) Term: This MOU shall remain in effect from the date this MOU is signed through November 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between September 1 and October 1 in any year of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after November 30 of any year, the provisions of the Agreement shall remain in effect until the negotiation of a new Agreement is completed.
  
- b) Savings Clause: If during the life of this MOU there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, that renders invalid or restrains compliance with or enforcement of any provision, it shall not invalidate any unaffected remaining portion(s). The remaining provisions of the MOU 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 paragraph shall be opened for negotiations within thirty 30 days of the invalidation.

AGREED AND ACCEPTED:

\_\_\_\_\_  
For CSEA

*Robert DeWitt*

\_\_\_\_\_  
For CSEA Labor Representative

*[Signature]*

\_\_\_\_\_  
For Tustin Unified School District

\_\_\_\_\_  
Date

*8/31/18*

\_\_\_\_\_  
Date

*8/29/18*

\_\_\_\_\_  
Date