

## **Memorandum of Understanding**

### **Perris Union High School District (PUHSD) and the California School Employee Association (CSEA) and Its Chapter, Perris Valley # 469**

#### **New Employee Orientation**

**January 12, 2018**

This Side Letter Agreement is made and entered into effective January 12, 2018 ("Effective Date"), by and between the PERRIS UNION HIGH SCHOOL DISTRICT ("District") and CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION, AND ITS CHAPTER, PERRIS VALLEY #469 ("Association") (hereafter collectively referred to as "the Parties").

#### **RECITALS**

1. On June 27, 2017, Governor Brown signed Assembly Bill 119 ("AB 119").
2. AB 119 requires public employers to give exclusive representatives, such as the Association, access to new employee orientations and expanded contact information of newly hired employees.
3. AB 119 also requires public agency employers, such as the District, to provide the names, job and personal contact information (i.e. home phone, personal email, home address, etc.) to the Association.
4. Under AB 119, the structure, time, and manner of access is subject to negotiations.

#### **AGREEMENT**

Therefore, the parties agree as follows:

1. The District shall notify the Association of all new hires (legal name, date of hire, classification, and site) and their effective start date within ten (10) days of the employee's hire date.
2. The District shall provide all classified new hires with the Association's membership application as part of the hiring process. The Association shall provide the copies of the membership applications to the District for Distribution.
3. As part of hiring clearance, the District shall require all new hires to watch a video provided by the Association about Association and/or CSEA membership.
4. The District shall provide new employee names (first, middle initial, last, suffix); job title; department; primary work location, work telephone number with extension, home and personal cell phone number; personal email address on file with the District; home address; Date of Birth; CALPERS status; hire date; and last four numbers of the social security number to the Association by the first pay period of the month following the effective start date of the employee, even if the employee previously worked for the District. This information shall be provided electronically to the Association.
5. This same information for all classified employees who are represented by the Association shall be provided to the Association the last working day of every September, January, and May.

6. The District shall provide a draft of the dates of scheduled mandated safety training for the year to CSEA at the beginning of each new school year. The District shall make a reasonable effort to provide 10-days advance notice of any changes to the schedule.
7. The District shall provide the Association with access to all new classified at the semimonthly safety training. The safety training is a requirement in the new employee orientation process for the District. The district shall ensure that thirty (30) minutes are reserved following the conclusion of the safety training for the Association to meet with new employee to conduct an orientation session regarding membership in the California School Employees Association.
8. One (1) representative of the Association designated by the president shall be released for one (1) hour for each scheduled safety training to conduct the orientation session. This release time shall not be counted against the total release time contained elsewhere in the Classified Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend the orientation session.
9. Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance and arbitration provision of Article 22, except as follows:
  - a. The definition of a grievant: only CSEA and its Chapter #469 can be the grievant, not an employee.
  - b. The timelines: Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through interest arbitration within thirty (30) calendar days of the grievance filing or such other period as is mutually-agreed upon, in which event the parties shall mutually select an arbitrator available during this time period.

This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, expressed, or implied, are superseded by this Agreement.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

It is agreed and understood this agreement is subject to all approvals required under the CSEA Policy 610, as well as the Perris Union High School District Governing Board approvals.

Dated this 12th day of January 2018

**Association:**

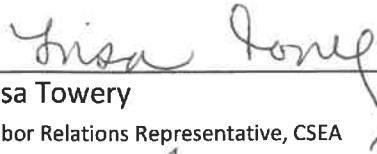


Helen Stimach  
President, CSEA

**District:**



Kirk Skorpanich  
Assistant Superintendent, Human Resources



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**Lisa Towery**  
Labor Relations Representative, CSEA



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**Joshua Rushing**  
Chief Union Steward, CSEA



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**Nick Hilton**  
Director, Human Resources