

Side Letter Agreement

California Military Institute (CMI) and the California Military Institute Teachers Association (CMITA)

New Employee Orientation

October 25, 2017

This Side Letter Agreement is made and entered into effective October 25, 2017 ("Effective Date"), by and between the CALIFORNIA MILITARY INSTITUTE ("Charter") and CALIFORNIA MILITARY INSTITUTE TEACHERS ASSOCIATION ("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 Charter, 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 Charter shall notify the Association of all new hires and their effective start date, once the employee has been cleared by the Human Resources Department.
2. The Charter shall provide new employee names; job title; department; work, home and personal cell phone number; personal email address on file with the Charter; and home address 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 Charter.
3. The Association shall be provided at least 15 minutes to meet with new employees during the annual new employee orientation.
4. For employees that are hired to begin work after the annual new employee orientation, the Association shall be provided the opportunity to meet with the employee for 15 minutes during non-instructional time. This time shall occur within regular working hours.

The parties further agree that the agreement within this Side Letter will be incorporated into Article II - Association Rights of the Collective Bargaining Agreement.

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 All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement.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.

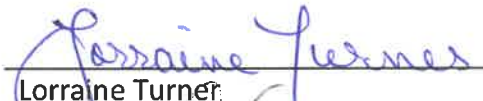
The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

Dated this 25th day of October 2017

Association:



Mitchell Osborn
President, CMITA



Lorraine Turner
Vice President, CMITA




Angel Love Behrens
Treasurer, CMITA



Jane Scibilia
Secretary, CMITA

District:



Kirk Skorpanich
Assistant Superintendent, Human Resources



Nick Hilton
Director, Human Resources



Michael Rhodes
Principal/Commandant, CMI