

Magnolia School District

District Office - 2705 W. Orange Ave. • Anaheim, California 92804-3298 • (714) 761-5533 •

Memorandum of Understanding between the Magnolia School District and the Magnolia Educators Association (AB 119)

December 10, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Magnolia School District (hereafter, (District)) and the Magnolia Educators Association (hereinafter, "MEA").

1. DISTRICT NOTICE TO MEA OF NEW HIRES

- a) The District shall provide MEA notice of any newly hired unit member, within ten (10) days of date of hire, via District and/or US mail to the MEA Chapter President and the assigned Labor Relations Representative which will include the following information:
 - i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site/Department

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 the 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 MEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the MEA bargaining unit.
- b) The District shall provide MEA with contact information on the bargaining unit new hires. The information will be provided to MEA electronically via a mutually agreeable secure FTP site or service within 30 days of hiring the new employee. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title/Classification;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;

- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Last four numbers of the social security number;
- xvii. Birth date;
- xviii. Employee ID;
- xix. Hire date.

This information shall be provided to MEA regardless of whether the newly hired employee was previously employed by the District.

- c) **Periodic Update of Contact Information:** The District shall provide MEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to MEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Last four numbers of the social security number;
- xvii. Birth date;
- xviii. Employee ID;
- xix. Hire date.

3. 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 MEA mandatory access to its new employee orientations. MEA shall receive not less than ten (10) 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.

- c) The orientation session shall be held on District property during the workday of the unit member(s), who shall be on paid time.
- d) During MEA'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 and arbitration provisions of the current Collective Bargaining Agreement between the parties except as follows:
 - i. Definition of a grievance – Any alleged violation, misinterpretation, or misapplication of the terms of this agreement.
 - ii. Only MEA has the ability to grieve this agreement.
 - iii. Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be resolved in expedited binding arbitration.

5. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.
 - i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.
- b) Savings Clause: If during the life of the Agreement 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 Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) 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 Article shall be opened for negotiations within thirty (30) days of the invalidation.

Magnolia Educators Association

K. Evans 12-10-18
MEA Representative Date

Magnolia School District

David Appling 12/10/18
David Appling Date
Executive Director, Human Resources