

**Memorandum of Understanding Between the California School Employees Association  
and its Santa Monica College Chapter 36 (CSEA) and the Santa Monica Community  
College District (District)**

Whereas, the passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.

Whereas, AB 119 did not establish the structure, time, and manner of CSEA's access to employees during the onboarding process but instead requires the parties to negotiate over such access by the exclusive representative.

CSEA and District agree to the following Memorandum of Understanding:

The District shall provide CSEA notice of any newly hired employee within the bargaining unit, within thirty (30) days of date of hire, via electronic mail, the information required by Government Code Section 3558.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

**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.

- 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. This shall include both one-on-one meetings with human resources representatives or any larger group orientations initiated by the District.
  
- B) The District shall provide CSEA mandatory access to its new employee orientations. CSEA 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. CSEA shall be allotted not less than 15 minutes to provide information during the orientation.
  
- C) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee within the bargaining unit. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

- D) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- E) 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.
- F) 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.
- G) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 10 in the Collective Bargaining Agreement, except as follows:
- a. "Grievant" shall only include CSEA and its Santa Monica College 36.
  - b. "Grievance" shall not require the individual or group of employees to be adversely affected.

CSEA



District

