



State Center Community College District
Human Resources

Memorandum of Understanding and Agreement
To Address Issues Related to Impact of *Janus*, SB 866, and AB 119

By and Between

State Center Community College District

And

California School Employees Association and Its State Center Chapter #379

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the STATE CENTER COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “DISTRICT”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS STATE CENTER CHAPTER #379 (hereinafter referred to as “EXCLUSIVE REPRESENTATIVE” OR “CSEA”).

The CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees, excluding peace officers.

The District and CSEA agree to incorporate the following language into the CBA where appropriate and at the time of successor CBA negotiations.

1. EMPLOYEE INFORMATION

- a) If on file with the District, the District will provide via email to CSEA the following information with each field listed in its own column, of any newly hired employee within 30 days of hiring. The District will provide via email to CSEA the following information for all employees in the bargaining unit on the last working day of September, January and May:
- i. First Name;
 - ii. Middle Initial;
 - iii. Last Name and Suffix;
 - iv. Job Title;
 - v. Department;
 - vi. Primary Worksite;
 - vii. Work Telephone Number;
 - viii. Home Street Address 1;
 - ix. Home Street Address 2;
 - x. City;
 - xi. State;
 - xii. Zip Code;
 - xiii. Home Telephone Number;
 - xiv. Personal Cellular Telephone Number;

- xv. Personal Email Address;
- xvi. Employee ID; and
- xvii. Hire Date.

b) Notwithstanding the foregoing, limited to the express purpose of the requirements of AB 119 and Government Code section 6254.3(c) only, an employee may opt out via written request to the District (copy to CSEA) to direct the District to withhold disclosure of the employees’:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

2. NEW EMPLOYEE ORIENTATIONS

CSEA will be given 10-days’ notice of new employee orientations. A representative of CSEA will be invited into the new employee orientation meeting room and introduced by the District at the conclusion of the morning session of the formal orientation and prior to the group luncheon. The District will inform the employees that if their classification is represented by CSEA, the representative would like to speak with them. After such introduction and announcement, the District will announce the morning session of the formal orientation is concluded and that if employees are not meeting with a Union representative, they are dismissed for lunch. The CSEA representative may then meet with the new CSEA represented employees in the orientation meeting room in a small group for a total of fifteen (15) minutes after the conclusion of the District’s morning session of the orientation and before the group luncheon; the District reserves the right to have a representative in attendance during the CSEA’s presentation/meeting with employees.

3. DUES AND DEDUCTIONS

- a) CSEA is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. Employees will submit membership application forms directly to CSEA and not to the District. CSEA is responsible for maintaining the membership applications forms from individual employees. Questions regarding CSEA membership dues amounts, and payroll deductions must be directed to CSEA and not the District.
- b) On a weekly basis, CSEA will provide the District an updated, certified list which shall include any new CSEA members who have provided written authorization for payroll dues deductions to CSEA. CSEA will also immediately notify the District of any CSEA member validly cancelling or revoking a dues deduction authorization within 7 (seven) business days. By doing so, CSEA will not be required to submit a copy of each individual

employee's written authorization for the payroll dues deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorization(s).

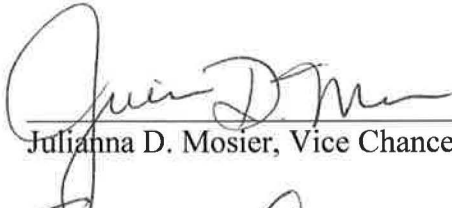
- c) CSEA will provide the District with at least 14 calendar days' notice prior to the effective date of any changes to CSEA member dues deduction amounts, along with a copy of the notification of the change that was sent to all concerned employees.
- d) CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other action arising from provisions contained herein, including, claims for deductions made in reliance on information provided by CSEA.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 10 day of July, 2019 in the City of Fresno, County of Fresno, State of California.

State Center Community College District

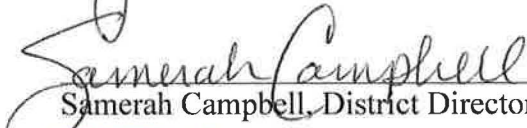
California School Employees Association



Julianna D. Mosier, Vice Chancellor, HR



Annette Carrion, CSEA President



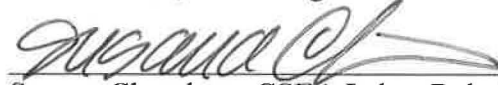
Samerah Campbell, District Director of HR



Sean Martin, Chief Negotiator



Shelline Bennett, Legal Counsel



Susana Chambers, CSEA Labor Relations Rep.