

# MEMORANDUM OF UNDERSTANDING

Newport-Mesa Federation of Teachers

Newport-Mesa Unified School District

August 2, 2019

## New Employee Orientation

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Newport-Mesa Unified School District (hereafter, "District") and Newport-Mesa Federation of Teachers.

### 1. EMPLOYEE INFORMATION

- a) "New employee" or "newly hired employee" or "new hire" means any employee, whether full time or part time, hired by the District into a certificated position represented by NMFT. It also includes all employees who have been previously employed by the District and whose new current position placed them in the bargaining unit represented by NMFT. For those employees, for the purposes of this MOU only, the "date of hire" is the date upon which the employee's "employee status" changed such that the employee was placed in the NMFT bargaining unit.
- b) The District shall provide NMFT with contact information on the new hires. The information will be provided to NMFT on the "Newly Hired Certificated Personnel Information" form, within 30 days of employment or at the first pay period following employment. NMFT shall maintain the privacy of the employee's information. This contact information shall include the following items:
  - i. First Name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III)
  - v. Position;
  - vi. Primary worksite;
  - vii. Home Street address (incl. apartment #);
  - viii. City;
  - ix. ZIP Code (5 or 9 digits);
  - x. Home telephone number (10 digits);
  - xi. Personal cellular telephone number (10 digits);
  - xii. Personal email address of the employee;
  - xiii. Hire date.

This information shall be provided to NMFT regardless of whether the newly hired employee was previously employed by the District. The Parties shall comply with this section consistent with applicable laws.

## 2. NEW EMPLOYEE ORIENTATION

- a) The District shall provide NMFT access to its new employee orientations. NMFT 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.
  - i. The District will host group orientation meetings for new employees who have not been employed by the District within the previous school year, up to 2 (two) times a year. The group New Employee Orientation shall be held outside the new employee's regular work hours. New employees will be paid no more than one (1) hour at the hourly rate to attend the New Employee Orientation. NMFT shall have 15 minutes of structured time at each group New Employee Orientation. NMFT may have up to two (2) representatives to present at the New Employee Orientation. The NMFT representatives, other than the President, shall receive one (1) hour at the hourly rate of pay. The NMFT Executive Director may also attend the New Employee Orientation(s).
  - ii. The District also meets with individual prospective employees upon initial hire and prior to the first day of paid service in which he/she is advised of employment status, rights and benefits. It shall be the District's right to schedule and complete this hiring process according to rights normally ascribed to the District as the prospective employer. As a part of this pre-service hiring process, said employees will be advised of the New Employee Orientation.
- b) During the pre-service hiring process, the District shall provide the NMFT membership application to new bargaining unit members. NMFT shall provide the copies of the NMFT membership applications to the District for distribution.


## 3. DURATION

- a) Term: This agreement shall remain in full force and effect from the date this Agreement is signed and Board approved, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the 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 the 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.

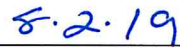
## 6. HOLD HARMLESS

- a) NMFT agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions that arise directly or indirectly from the terms of this MOU and are brought against the District, its governing board (individually or collectively), or its officers, employees and agents.

  
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Britt Dowdy, President  
Newport-Mesa Federation of Teachers

  
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Date

  
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Leona Olson  
Assistant Superintendent,  
Chief Human Resources Officer

  
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Date