MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIVERSIDE CHAPTER #506

WHEREAS, on January 24, 2024, the District's Governing Board approved the elimination and/or reduction of positions and services of classified employees (Res. No. 2023/2024-61);

WHEREAS, on or before March 15, 2024, Riverside Unified School District ("District") issued timely initial layoff notices to classified employees;

WHEREAS, on April 25, 2024, the District's Governing Board approved the final resolution (No. 2023/2024-74) identifying employees that will not be reemployed or that will have their hours reduced.

WHEREAS, on May 8, 2024, employees identified in Resolution No. 2023/2024-74, were notified per Education Code 45117.

WHEREAS, the District and CSEA agree that the District has complied with the layoff provisions of the Education Code.

THEREFORE, the District and CSEA agree as follows:

- 1. <u>Recitals:</u> The recitals above are true.
- 2. The parties agree to the reduction in hours of the positions listed in Resolution No. 2023/2024-61.
- 3. Performance of Remaining Work:
- a. Notwithstanding any specific agreements above, all impacted bargaining unit members shall maintain their reemployment and their statutory rights.
- b. The parties understand that due to the elimination and/or reduction of classifications listed in Resolution No. 2023/2024-61, the workload previously performed shall not increase the workload for any remaining bargaining unit employee to such an extent that unit members suffer disciplinary actions based on the employee's inability to perform work previously performed by the abolished positions.
- c. Remaining bargaining unit employees shall not suffer adverse actions, such as management-directed unpaid working time, denial of breaks and/or lunch periods or vacation

requests based on an employee's inability to perform work previously performed by the abolished positions.

- d. The District agrees that there will be no transferring of bargaining unit work inside or outside the bargaining unit; nor shall the district use temporary, short-term, substitute employees, volunteers, third-party contractors or technology or any combination thereof to perform all or part of the work previously performed by the abolished positions.
- e. Additionally, the District shall not, without completing negotiations with CSEA up to and including exhaustion of impasse procedures, reclassify or create any classification that in whole or in part, performs the same duties previously performed by the abolished positions.
- 4. This Agreement completes negotiations over the effects of the District's decision to abolish selected bargaining unit positions and layoff classified bargaining unit members.
- 5. <u>No Past Practice</u>: The parties agree that this MOU shall not establish or be construed to constitute a past practice among the parties.
- 6. This Memorandum of Understanding (MOU) is subject to review under CSEA's policy 610 and is also subject to review and ratification by the Riverside Unified School District Board of Education.

This agreement is subject to CSEA Policy 610 and ratification from the CSEA membership and the approval of the Board of Education.

FOR THE DISTRICT:

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Robin Mesa

Director V, Classified Personnel Riverside Unified School District

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FOR CSEA:

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