## MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE UNIFIED SCHOOL DISTRICT

## AND

## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIVERSIDE CHAPTER #506

WHEREAS, on February 6, 2025 the District's Governing Board approved the elimination and/or reduction of positions and services of classified employees;

WHEREAS, on or before March 15, 2025, Riverside Unified School District ("District") issued timely initial layoff notices to classified employees;

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. Recitals: The recitals above are true.
- 2. The District will eliminate the following *vacant* classified positions due to lack of work effective at the end of business day on June 30, 2025:
  - a. Assistant Principal's Secretary (8 hrs/1.0 FTE) (Number of positions: 1)
  - b. Attendance Assistant II (8 hrs/1.0 FTE) (Number of positions: 1)
  - c. Cafeteria Worker II (3.75 hrs/0.4688 FTE) (Number of positions: 2)
  - d. Nutrition Center Storekeeper/Delivery Driver (6 hrs/0.75 FTE) (Number of positions: 1)
- 3. The District will eliminate the following classified positions due to lack of work or lack of funds effective at the end of business day on June 30, 2025:
  - a. Community Assistant Bilingual (6 hrs/0.75 FTE) (Number of positions: 1)
  - b. Instructional Assistant Bilingual (5.5 hrs/.6875 FTE (Number of positions: 1)
  - c. Instructional Assistant Special Education I (5 hrs/0.625 FTE) (Number of positions: 5)
  - d. Instructional Assistant Special Education I (6 hrs/0.75 FTE) (Number of positions: 3)
  - e. Instructional Assistant Special Education II (7 hrs/0.875 FTE) (Number of positions: 10)
  - f. Intensive Behavior Interventions Assistant (7 hrs/0.875 FTE) (Number of positions: 5)
- 4. To avoid bumping and further impacting other bargaining unit members, each unit member holding a position listed in item 3, will be voluntarily transferring to a vacant position within their same classification effective July 1, 2025. The voluntary transfers will not result in a loss of wages or a reduction of hours for any unit member.

- 5. District intends to eliminate a Nutrition Center Storekeeper/Delivery Driver position of 6 hrs/0.75 FTE that is currently filled. District agrees it will not eliminate this position and shall maintain the position for the remaining tenure of the unit member who holds the position. Upon the unit member vacating the position of Nutrition Center Storekeeper/Delivery Driver of 6 hrs/0.75 FTE (Position Control No.: 2-459) shall be eliminated.
- 6. The parties agree the following classified positions will be reduced in hours effective at the end of business day on June 30, 2025, as follows:
  - a. One (1) Community Assistant Bilingual position at University Heights Middle School will be reduced from 8 hrs/1.0 FTE to 6 hrs/0.75 FTE;
  - b. Two (2) Instructional Assistant Head Start positions will be reduced from 8 hrs/1.0 FTE to 7 hrs/0.875 FTE;
  - c. One (1) Instructional Assistant Special Education II Sign Language position will be reduced from 8 hrs/1.0 FTE to 7 hrs/0.875 FTE;
  - d. One (1) Office Assistant II position at Professional Growth System will be reduced from 8 hrs/1.0 FTE to 6 hrs/0.75 FTE;
  - e. One (1) Translator position at Ramona High School will be reduced from 8 hrs/1.0 FTE to 6 hrs/0.75 FTE; and
  - f. One (1) Translator position at Riverside Virtual School will be reduced from 8 hrs/1.0 FTE to 4 hrs/0.50 FTE.

## 7. 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 the above-listed classifications, 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.
- 8. This Agreement completes negotiations over the effects of the District's decision to abolish selected bargaining unit positions and layoff classified bargaining unit members. However, this MOU shall not be construed to waive CSEA's rights to bargain or contest the

alleged transfer of bargaining unit work resulting from the abolishment and layoffs contained here.

- 9. This MOU is subject to Article XVIII Grievance Procedure of the Parties CBA.
- 10. <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. This MOU shall only apply to the layoff proceedings occurring in the Spring of 2025 which are to be implemented in the 2025-2026 school year.

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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Assistant Superintendent, Personnel Riverside Unified School District

FOR CSEA:

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President, CSEA #506

Robin Mesa

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4/15/25

Jose Ortiz