

Memorandum of Understanding
Between
The California School Employees Association Chapter No. 501
And
Bellevue Union School District

This Memorandum of Understanding ("MOU") is entered this 31st day of January, 2025 by and between the Bellevue Union School District ("District") and California School Employee Association, Chapter No. 501 ("CSEA") to address the impact of the layoff and/or reduction in force (RIF) of a Particular Kind of Service (PKS).


The parties agree to abide by the language set forth in Article 18: Lay-off and Reemployment Procedures, except as identified in the items listed below:

1. The District shall not transfer work out of the bargaining unit to certificated, confidential management, volunteers, or short term substitute employees.
2. The District agrees not to contract out work that bargaining unit members routinely and customarily perform (Article 23.1).
3. The District shall not increase the current and existing workload of remaining bargaining unit members as a result of layoff and/or reduction in hours/work year of bargaining unit members. No remaining bargaining unit member shall be required to perform overtime work as a result of the layoffs and/or reduction in hours/work year.
4. Laid off bargaining unit members may volunteer to take a demotion into a lower classification in which they have not worked but only if the position is vacant and if they meet the minimum qualifications. Laid off bargaining unit members who take such voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were demoted to preserve their return right for an additional 24 months beyond 39 months.
5. Each unit member who is laid off shall be offered employment as a substitute on a seniority basis in any job classification in the District for which the unit member meets the minimum qualifications (substitutes in SDC, Food Service and Custodial must have a POPP on file prior to May 15, 2025). In order to exercise this right, laid off unit members must notify the District prior to May 15, 2025 of any job classification (other than the classification from which they were laid off) in which the unit member seeks to be considered for employment as a substitute.
6. In accordance with the *Tucker v. Grossmont* decision, if there is a vacant classified position and there are no laid-off or reduced employees who have bumping/displacement rights to that position, then the most senior employee on any classified reemployment list shall have a preferential right to appointment to the vacant position above all outside applicants, provided they meet the minimum qualifications as set forth in the job description at the time the position becomes vacant, even if they have never previously

held that position.

7. No employee shall be prohibited from bumping into a single position with more hours. Unit members shall not be entitled to split up an existing position by bumping into partial hours for a position.
8. A laid off unit member shall be notified of openings in any class for which they are eligible for reemployment. The notification shall be by District email to the employee's personal email on file in their Employee Portal as of June 30, 2025. (change in Article 18.7.4)
9. A unit member has forty-eight (48) hours to accept or refuse an offer of employment. If no response is received in 24 hours, the offer is considered denied (change in Article 18.7.5)
10. The District shall provide each employee with a letter of employment upon request of the employee.


This MOU fully resolves the effects of classified layoffs and reduction of hours.

DocuSigned by:

739CE274E679490

For CSEA

2/3/2025

Date



For the District

1-31-25

Date