MEMORANDUM OF UNDERSTANDING
BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT ("DISTRICT")
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its MT. DIABLO CHAPTER 43 ("CSEA")
Regarding the Impacts and Effects of the 2025-2026 Reduction in Force

This Memorandum of Understanding ("MOU") is entered into between the District and CSEA to address the impacts and effects of all layoffs which the District acted on during the 2025-2026 school year.

The Parties agree as follows:

1. The District shall not transfer CSEA unit work out of the bargaining unit to certificated, clerical, confidential, management, or supervisory employees, volunteers, short term, substitute employees, or students.

2. The District shall not use subcontractors to perform the work of laid-off bargaining unit positions or bargaining unit positions that have suffered a reduction in hours.

3. The District shall provide CSEA with a final list of the placement of the affected bargaining unit members and all communications sent to affected bargaining unit members.

4. Laid off bargaining unit members may volunteer to take a lateral transfer into an equal classification or a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid-off employees who take a lateral transfer or voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were transferred or demoted to preserve their return rights.

5. All bargaining unit members who are being laid off, or are having their hours reduced, shall have their health and welfare benefits continued at their 2025-2026 school year District contribution level through a minimum of June 30, 2026, and shall be offered COBRA at the end of said month.

6. Per *Tucker v. Grossmont Union High School District*, laid off classified school employees have reemployment rights to any vacant position for which they are qualified. Therefore, the district must reemploy a laid off employee before hiring new employees to do work that the laid off employee is qualified to do (Ed. Code 45298).

7. Laid off employees will be allowed to test and apply for various positions, including newly created positions for which they are qualified.

8. Laid off bargaining unit members who are rehired within thirty-nine (39) months shall have all contractual rights and benefits (i.e. longevity, vacation, sick leave, etc.) restored.

9. The District agrees to allow the bargaining unit member to utilize discretionary leave as outlined in Article 19, Section 68 of the collective bargaining agreement.

10. The District shall not, as a result of layoff or reduction of hours, increase the current and existing workload of remaining bargaining unit employees beyond what can be reasonably accomplished within their regularly scheduled work hours or assign work to remaining bargaining unit employees that is inconsistent with their job descriptions. No remaining bargaining unit members shall be required to perform an increased work assignment over and above their regular assignment nor shall such employee(s) be required to perform additional work hours beyond the employee's scheduled FTE as a result of the layoffs or reduction of hours.

11. The District shall not use volunteers to perform the work of laid off classified positions.

12. The Parties acknowledge that the decision to approve unemployment benefits rests solely within the purview of the Employment Development Department. The District agrees to provide truthful and accurate responses as they relate to the reason of separation from employment. The District cannot guarantee an employee affected by layoff will receive unemployment insurance benefits; however, the District will not protest a claim as long as the facts of the separation are not contrary to the Employment Development Department's eligibility guidelines.

13. Nothing in this MOU shall be construed as relinquishing any rights already established in the Education Code.

14. Positions reduced are detailed and attached hereto as Attachment A. These reductions are subject to change as the District rescinds layoff notices.

15. The content of this MOU is subject to the grievance article in the collective bargaining agreement.

16. This Agreement shall go into effect upon ratification by CSEA membership and notification to the District of this.

For MDUSD:

Date: 8/11/24

For CSEA:

Date: 8·11·26

Jennifer Scalisi

ATTACHMENT A

Mt. Diablo Unified School District 2025-2026 Reduction in Force

List of Reductions

Position Reduced	Employee ID Number or Location	Current FTE	Reduced FTE
Art Specialist (Vacant)	Mt. Diablo Elementary	0.125	0
Campus Supervisor (Vacant)	El Dorado	0.25	0
School/Family Resource Worker	Crossroads	1.0	0.875
Early Childhood Educator (Vacant)	Crossroads	1.0125	0
IA Bilingual (Vacant)	College Park	0.625	0
SEA II Classroom	Ygnacio Valley HS	1.0	.75
SEA II Classroom	Mt. Diablo HS	0.78125	0.75