

Memorandum of Understanding
Between
California School Employees Association and its Santa Rosa Chapter 75
and
Santa Rosa City Schools District

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Rosa School District (“District”) and the California School Employees Association and its Santa Rosa Chapter No. 75 (“CSEA”) to address the impact of layoffs for the 2025-2026 school year as specified below.

Whereas the unit members indicated in Attachment A received notice that their position will be eliminated at the end of the 2024-2025 school year due to a lack of work or lack of funds;

The Parties agree as follows:

1. The District shall not transfer work performed by laid off unit members at the end of the 2024-2025 school year to certificated, confidential, management, or supervisory employees, volunteers, short term, limited term, substitute employees, or students.
2. The District shall not subcontract out the bargaining unit work performed by laid off bargaining unit members or bargaining unit members who have suffered a reduction in hours. The District shall not expand the contracting out of any work currently performed or contracted out for other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees.
3. Laid off bargaining unit members may volunteer to take a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. A unit member who takes a voluntary demotion or a voluntary reduction in hours in lieu of being laid off, at the unit member’s option, may be returned to a position in their former class or to positions with increased assigned time as vacancies become available, except that he/she shall be ranked in accordance with their seniority on any valid re-employment list. If a unit member is laid off and subsequently rehired into a position in a lower class or with lesser hours than his/her position at the time of layoff, he/she shall be afforded the sixty-three (63) months of re-hire rights calculated from the original date of layoff.
4. 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 consistent with Education Code section 45309.
5. Classified employees who have taken a reduction and are made whole within sixty-three (63) months shall have all contractual rights and benefits (i.e., longevity, vacation, sick leave, etc.) restored consistent with applicable law.
6. The District shall place unit members who accept a demotion or lateral reassignment in lieu of being laid off on the step and range commensurate with their education and experience and consistent with any applicable terms of the CBA and salary schedule.
7. Seniority for unit members in affected classifications shall be according to Education Code §45308.

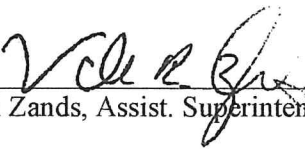
8. In accordance with the *Tucker v. Grossmont* decision, laid off unit members shall have preferential hiring rights over external candidates for any vacancy for which they apply and meet the minimum qualifications.
9. Laid off unit members shall be eligible to serve as substitute employees in the class from which they were laid off, in addition to those other classes for which they meet the minimum qualifications. It is the responsibility of the laid off employee to monitor and apply for any regular or substitute positions through EdJoin.
10. Duties performed by laid off certificated/classified supervisors, management, and administrators shall not be performed by unit members unless reasonably comprehended by their job duties or assignment. The Parties recognize that they must bargain any transfer of work that materially alters employees' workload. The Parties agree to meet and confer regarding any concerns the unit has over workload changes.
11. The District shall provide advance notice in writing to CSEA should it seek to create one or more short term or temporary positions as defined in Education Code §45103 for any work customarily performed by laid off classifications.
12. The District shall not contest unemployment for those impacted by layoffs and/or reduction in hours. The District shall comply with all EDD obligations.
13. The District will provide the Association with a final list of the placement of the affected bargaining unit members and the preliminary and final notice sent to affected bargaining unit members.
14. Laid off bargaining unit members who were participating in the benefit program shall have their health and welfare benefits continued at the District contribution amount through September 30, 2025, and shall be notified of their eligibility to participate in COBRA consistent with applicable law. Unit members accepting a reduction of hours shall have their benefits maintained at the pre-reduction level based on their F.T.E. through September 30, 2025. As used herein, "health and welfare benefits" includes medical, vision, dental and life insurance benefits and the contribution amount shall be the rate in effect on June 30, 2025. Unit members who accept a reduction in hours, who bump into a position with fewer hours, or who accept a different bargaining unit position with fewer hours, shall likewise have their health and welfare benefits continued at their 2024-2025 contribution amount through September 30, 2025. Continued benefits pursuant to this paragraph shall be conditioned on the unit member waiving and withdrawing any request for a hearing to contest their layoff, if applicable, including without limitation any hearing afforded pursuant to Education Code section 45117.
15. The District shall utilize the transfer article of the Collective Bargaining Agreement to reassign staff.
16. Laid off bargaining unit members shall be responsible for notifying the District of any change of personal mailing address and/or change of personal email address.
17. Re-employment offers shall be made by electronic and U.S. mail. A bargaining unit member has 10 working days from the issue date to respond to the offer. They may refuse an offer without affecting their status or order of seniority if the offer is for a position at a lesser pay range, hours, or work year from the position from which they were laid off.

18. The employee shall monitor EdJoin for any opportunities they feel qualified to apply for.
19. Laid off bargaining unit members shall have the right to apply for promotional positions within the bargaining unit without relinquishing their reemployment rights pursuant to applicable law.
20. The District shall provide each laid off bargaining unit member with a confirmation of employment letter upon request of the employee.
21. Nothing in this MOU shall be construed as relinquishing any rights already established in the Education Code.
22. This Memorandum of Understanding shall become effective upon ratification and shall not expire.
23. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.
24. This MOU fulfills any rights and obligations of the parties under the EERA concerning the layoff and reduction in hours of unit members effective at the end of the 2024-2025 school year.
25. Nothing in this MOU shall constitute or evidence a past practice or binding precedence between the Parties concerning layoffs or reductions in hours.
26. Additional Negotiated Terms:
 - a. Layoff notices for the following individuals/positions shall be rescinded:
 - i. Maria Corrales Mendoza (Child Care Assistant II)
 - ii. Michelle Chiesa (Child Care Assistant II)
 - iii. Elga Ruiz (Noon/Yard Duty Aide)
 - iv. Dalia Quijas (Noon/Yard Duty Aide)
 - v. Blandina Calderon (Noon/Yard Duty Aide)
 - vi. Ana Cecilia Gutierrez Franco (Noon/Yard Duty Aide)
 - vii. Scott Correia (Maintenance Technician)
 - b. The following individuals will have their displacements rescinded:
 - i. Lucero Garcia Martinez (Administrative Assistant Middle/Continuation School)
 - ii. Carlos Vanthavong (Grounds Worker)
 - c. Custodians subject to layoff shall have preferential right to substitute custodian assignments over external or internal applicants.
 - d. The HR Tech III classification shall be relieved of volunteer fingerprinting duties.
 - e. Locksmith duties shall not be assigned to other bargaining unit members.
 - f. Should the parties bargain and ratify a change to the Restorative Response Specialist job description, the District shall rescind the layoffs of (or reinstate) at least the eight (8) most senior Restorative Response Specialists.

- g. Should the parties bargain and ratify a change to the Clerk Typist IV job description, the District shall rescind the layoffs of (or reinstate) at least the three (3) most senior Clerk Typist IVs.
- h. The parties shall meet between September 15th and December 20th, 2025 to assess workload impacts as a result of school consolidations.

It is agreed.

For the District:

 4/6/25
 Vicki Zands, Assist. Superintendent Date

For CSEA:

 4/6/25
 Tammy Affonso, Chief Negotiator Date

 4/6/2025
 Linda Zabala, Negotiator Date

 04/06/2025
 Jeremy Arnold, Labor Relations Rep. Date

Board Approved: _____