

MEMORANDUM OF UNDERSTANDING
 Between the
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
 AND ITS WILLIAM S. HART CHAPTER #349
 and the
 WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

The following Memorandum of Understanding reflects the full and complete agreement of the California School Employees Association and its William S. Hart Chapter #349 (hereinafter “Association”) and the William S. Hart Union High School District (hereinafter “District”) regarding the effects of the March 2, 2022, Resolution to Decrease the Number of Classified Employees Due to a Lack of Work and/or Lack of Funds (“Board Layoff Resolution”) only.

1. Per the Board Layoff Resolution, the following classified positions will be eliminated, effective June 2, 2022:

CLASSIFICATION	SITE
BUS ASSISTANT	ARROYO SECO JR. HIGH S
BUS ASSISTANT	GOLDEN VALLEY HIGH
BUS ASSISTANT	GOLDEN VALLEY HIGH
BUS ASSISTANT	LA MESA JR. HIGH SCH
BUS ASSISTANT	PLACERITA JR. HIGH SCH
BUS ASSISTANT	PLACERITA JR. HIGH SCH
BUS ASSISTANT	RIO NORTE JR HIGH
BUS ASSISTANT	SAUGUS HIGH SCHOOL
BUS ASSISTANT	SAUGUS HIGH SCHOOL
BUS ASSISTANT	TRANSPORTATION
BUS ASSISTANT	TRANSPORTATION
BUS ASSISTANT	TRANSPORTATION
BUS ASSISTANT	VALENCIA HIGH SCHOOL

BUS ASSISTANT	VALENCIA HIGH SCHOOL

2. Layoffs shall be accomplished in accordance with the Education Code. Employees on reemployment lists may apply for any posted vacant position for which they are qualified.
3. An employee on a reemployment list shall have ten (10) calendar days after receipt of an offer of reemployment to accept, in writing, employment to his/her former class.
4. When an employee is reemployed by the District in a regular position for a classification that was laid off, they shall be placed on the salary step held at the time of layoff. The District will rehire based on site-based seniority, due to the fact that these positions are site based.
5. When offered work in a substitute or short-term classification not previously held, payment shall be at the substitute or short-term rate, respectively. When offered work in a substitute or short-term position within a classification from which the employee was laid off, the position will be paid at the Step held prior to the layoff.
6. Refusal of an offer of regular reemployment at a lesser number of hours in the same class shall not affect the standing of any employee on a reemployment list.
7. Each employee will be allowed to utilize any available Personal Necessity Leave for the purpose of seeking other employment prior to the effective date of the layoff.
8. When reemployed in a bargaining unit position for a classification that the employee has not previously held, the employee shall be placed at salary Step 1 for the new classification.
9. All employees who are laid off shall maintain the same level of health benefits coverage they had at the time of layoff through December 31, 2022.
10. All bargaining unit vacancies over two (2) hours per day shall be posted.
11. If there exists a regular vacant bargaining unit position and there are no laid off or reduced classified employees with bumping rights to the position, any bargaining unit member on a reemployment list shall, upon application before the end of the posting period, be considered for the position over an outside applicant, even if the employee has not previously held that position, provided the District determines that he or she is qualified for the positions and the member meets the minimum qualifications detailed in the job description at the time the position becomes vacant.

12. Former unit members on a reemployment list shall, upon application, be placed on a priority substitute list for assignments which the District determines the former unit member is qualified over other unit members and outside applicants.
13. The District will not use volunteers or other non-classified personnel to perform tasks customarily performed on a regular basis exclusively by the position laid off in this layoff resolution. This shall in no way impede the District's use of other volunteers in accordance with the law.

This Agreement is subject to ratification by the Board of Trustees and of the CSEA membership.

1. The parties agree to the following terms to take effect upon ratification of this Memorandum of Understanding by the parties. Disputes regarding this Memorandum of Understanding shall be resolved via the Collective Bargaining Agreement grievance procedure.
2. This Agreement becomes final upon ratification of the Association membership (pursuant to Association Policy 610) and adoption by the William S. Hart Union High School District Board.

AGREED:

Dated: 4-21-2022

FOR THE ASSOCIATION:



Janice Dennington
CSEA Chapter President

FOR THE DISTRICT:



Michael Vierra, Ph.D.
Assistant Superintendent, Human Resources
William S Hart Union School District



Jessica Morrow
Labor Relations Representative
California School Employees Association