

Counter – CSEA to AUSD
3/23/2026

MEMORANDUM OF UNDERSTANDING
IMPACT AND EFFECTS OF CLASSIFIED LAYOFFS

BETWEEN

ANTIOCH UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S ANTIOCH CHAPTER 85

- 1) The parties will follow all layoff procedures and guidelines within Article 17 – Layoff and Recall from Layoff in the collective bargaining agreement unless otherwise specified herein.
- 2) The District shall not transfer CSEA unit work out of the bargaining unit performed by laid off bargaining unit members to certificated, confidential, management, or supervisory employees, contractors, volunteers, short term, substitute employees, or students.
- 3) The District shall not eliminate entire classifications without separate negotiations regarding the **decision when applicable**, impacts, and effects of such a decision.
- 4) The Paraeducator III positions will not receive a preliminary notice of layoff and the parties will begin negotiations related to potential reduction of hours of Paraeducator III positions as soon as possible.
- 5) 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. Exceptions may be made when CSEA and the District mutually agree that the scope of a project exceeds the capacity of district employees.
- 6) Laid off bargaining unit members may volunteer to transfer to a classification of a same or lesser range or 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 bargaining unit members who take such voluntary demotion into different class shall remain on the reemployment list for the classification from which they were demoted or preserve their return rights for an additional twenty-four (24) months. At the unit member's option, they may be returned to a position in their former class or to positions with

increased assigned time as vacancies become available, except that they shall be ranked in accordance with their seniority on the 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 their position at the time of layoff, they shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.

- 7) 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 rights to that position, then the most senior employee on any reemployment list has the right to the position, provided they meets the minimum qualifications as per the job description at the time the position becomes vacant, even if they has never previously held that position (i.e. priority consideration for any vacancy for which a laid off employee qualifies in accordance with Education Code section 45298).
- 8) Each employee 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 employee meets the minimum qualifications. Employees must notify the District of any job classification (other than the classification from which the employee was laid off) in which the employee seeks to be considered for employment as a substitute.
- 9) The District intends to follow this timeline sequence regarding layoffs:
 - a) February 18, 2026: Board to approve the proposed Reduction in Classified Services Resolution.
 - b) The District will follow layoff procedures according to Ed Code 45308 and the CSEA Collective Bargaining Agreement.
 - c) The District will determine which classified employees are affected by the layoff and who have bumping rights. These employees will be invited by email to a meeting held at the District Office with HR and a CSEA representative that will occur during the month of March, 2026
 - i) At this meeting the employee will be presented with their options of job classifications and sites they can bump into. The affected employees will be given a list of positions (location, department, FTE, work year, work hours, position number) of which they currently or previously held and have bumping rights. The District's Human Resources Department must receive the employee's signed selection form no later than 4pm of the next business day. Should the employee not have the ability to sign electronically an option to sign in person will be provided.
 - d) **By March 13, 2026, affected employees will be notified if they will be laid off or bumped into a new position, effective July 1, 2026, and will be informed of their right to a hearing in accordance with the requirements of the Education Code. Employees**

- must request a hearing within 12 calendar days of receiving the notice. If an employee does not request a hearing, the employee foregoes their right to a hearing.
- e) Between 3/6/2026 and the final Board Resolution in May; the Parties will meet and negotiate over other identified impacts and effects, possible savings and alternatives to layoff, and other potential ideas to lessen the impacts upon classified employees, students, and the community.
 - f) The District will keep CSEA informed if and when positions are rescinded from the layoff list and work to inform employees as soon as possible with such information.
- 10) An employee may elect layoff in lieu of exercising bumping rights without losing any reemployment rights provided by this section.
 - 11) The District will comply with PC 200.1.9 regarding unemployment claims for those affected by layoffs or reduced hours.
 - 12) The District will provide CSEA with a final list of the placement of the affected bargaining unit members and all communication sent to affected bargaining unit members.
 - 13) It shall be the responsibility of employee who relocates to advise the district of their correct contact information (address, phone number and email address etc.).
 - 14) Re-employment offers shall be made by phone or email with a 10-working day timeline for the laid off bargaining unit member to respond to the District. 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.
 - 15) Reemployment to an open position shall be offered in reverse order of layoff, regardless of the hours per day in the former position.
 - 16) An employee on reemployment list may decline three (3) offers of reemployment in their former classification. After the third refusal, employee may inform the district if they wish to be removed or remain on the list. No employee shall be removed from the reemployment list, unless a voluntary resignation or dismissal from the district occurs during the entitlement period.
 - 17) Laid off bargaining unit members shall have the right to apply for promotional positions as an in-house applicant and use their bargaining unit seniority therein for a period of thirty-nine months following layoff.
 - 18) Laid off bargaining unit members who are rehired within thirty-nine (39) months shall have all contractual rights and benefits (i.e. longevity, professional growth, sick leave, etc.) reinstated as though the employee had never been laid off.
 - 19) With advance notice to their supervisor, laid off bargaining unit members will be allowed to utilize Personal Necessity Leave pursuant to the Collective Bargaining Agreement for the purpose of seeking other employment. All affected employees will be able to use all Personal Necessity Leave not to exceed 2 days.

- 20) Medical benefits continued through the end of July, 2026, thereafter COBRA will be offered as needed.
- 21) The supervisor may provide a laid off bargaining unit member with a letter of recommendation upon request of the employee.
- 22) Nothing in this MOU shall be construed as relinquishing any rights already established in the Education Code or Contract.
- 23) Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure provide outlined in the parties' collective bargaining agreement.

The parties agree that the provisions outlined herein become effective upon ratification. The terms of this agreement will be considered non-precedent setting. Any language or procedures within this agreement that conflict with the contract will be reviewed by both parties with this agreement taking precedent. All provisions of this agreement are subject to the negotiated grievance procedure, including binding arbitration.

The signatures below acknowledge full understanding and agreement with the provisions contained herein.

CSEA

Michael Pinesche

Antioch Unified School District

Camille Johnson
3/23/24