

## **Memorandum of Understanding**

### **Between Alum Rock Education Association (AREA) and Alum Rock Union Elementary School District (District)**

#### **Regarding the Consolidation and Closure of School Sites for 2025-2026 and 2026- 2027**

**December 13, 2024**

The following agreement between the parties noted above acknowledges the special circumstances attached to the consolidation and closure of several school sites prior to the 2025-2026 school year. Any changes to current contractual language in Article 14, "Transfer, Assignment, and Reassignment," are to be implemented for the 2024-2025 school year only.

1. Reassignment of those permanent and probationary unit members displaced by school closure and consolidation shall follow the procedures specified in Article 14 of the negotiated contract unless noted below.

2. For the 2024-2025 school year, dates in Article 14 shall be adjusted as follows:

- |          |   |
|----------|---|
| Dec 13   | District shall post a unit member seniority list at each District site and amend it throughout the school year as needed (14.3.1.1)   |
| Jan 16   | Members shall provide notice of retirement/resignation to the district in order to receive the early tell stipend as outlined in number 6 below.                                      |
| Feb 7    | All unit members shall receive written notification of their assignment for the next year (14.3.1.3.2)  |
| Feb 7    | Deadline for District to notify unit members who are being Involuntarily Excessed (14.2.2.1 and 14.3.1.3.3)   |
| Feb 14   | Deadline for unit members to notify HR of their intent to be placed on the Voluntary Excess List (14.2.2.2)   |
| Feb 24   | Positions of unit members requesting Voluntary Excess shall become an open position for 2025-2026 (14.3.2.1.4)  |
| March 17 | The District shall provide the list of all open continuing positions for 2025-2026 to unit members on the Involuntary Excess List (14.3.1.5.1) and Voluntary Excess List (14.3.2.2.2) |
| March 20 | Involuntary Excess Placement Date: the District shall meet with each member via Zoom on the Involuntary Excess List according to District seniority (14.3.1.5.2)                      |

March 20 After Involuntary Excessed unit members have been placed, the District shall meet via Zoom with each unit member on the Voluntary Excess List according to District seniority (14.3.2.2.2)

3. For 2024-2025, Section 14.3.1.6 shall be adjusted to read as follows:

14.3.1.6 Unit members Declared Excess for Whom There Are No Open Positions: If no position (other than daily substitute positions) is available at the Placement Date, the Involuntary Excessed unit member may be assigned to work in an instructional capacity (resource teacher, class-size reduction, full-time substitute, etc.) until a position becomes available.

14.3.1.7.1 Unit Members excessed from one school site to another, or who are Involuntary Excessed or reassigned into or out of a Special Unit or a different District site, shall receive a \$400 relocation voucher, expendable for instructional materials or the equivalent amount reimbursed to the unit member for the purchase of instructional materials.

4. For 2024-2025, Section 14.3.2.3 shall be adjusted to read as follows:

14.3.2.3 After Involuntary Excessed unit members have been placed, Voluntarily Excessed unit members shall be placed according to District Seniority and shall have first right to open continuing positions subject to the requirements of Education Code 35036. For the year 2024-2025, unit members who accepted placement in an open continuing position within the last three years may be declared excess if they are currently assigned to a site that is affected by school closure or consolidation.

5. For 2024-2025, "extraordinary circumstances" in Section 14.7.1.1 shall be interpreted to include school closure or consolidation as reasons for reassignment. Section 14.7.1.2 (no member shall be moved more than one grade level per year) shall be inactivated for 2025-2026 placements.

6. For 2024-2025, the District shall provide a \$2,000 one-time stipend to unit members offering a non-revocable notice of retirement/resignation of permanent status unit members at the end of the 2024-2025 school year if such notice is received by the District prior to January 16, 2025. This section does not apply to probationary and temporary employees.

7. For the 2025-2026 school year only, the District will provide up to 10 hours at the hourly contractual rate for unit members to pack, and move from their classrooms due to school closure, consolidation, or redesign. A single timesheet needs to be submitted by the June timesheet deadline. and will be paid on July 10, 2025.

Classroom Pack-up will include:

- Cleaning out all desks
- Removing all wall decorations and rolling up rugs

- Emptying and packing cupboards, bookcases, drawers, and all other storage areas (nothing should be left on the floor)

Classroom Teachers and Counselors who are moved from classrooms due to closure, consolidation, and redesign will receive up to 10 hours at the hourly contractual rate to unpack and set up their classrooms. A single timesheet needs to be submitted by the August timesheet deadline and will be paid on September 10, 2025.

The conditions outlined in section 7 will apply for the Adelante I and Adelante II sites in the 2026-2027 school year for the closure and moving of campuses.

8. Psychologists, Speech, and Adaptive PE unit members at closed and receiving sites will receive up to three (3) hours of extended duty compensation to meet for articulation and transition of affected students and packing and unpacking any materials.

9. For purposes of tie-breaking same-day seniority dates, the 2024-2025 CTA Election Alphabet shall be used as a tie-breaking criteria:

**C K N G U E H A M Y R J O V Q D Z B P F T L W X I S**

10. The District agrees to provide packing boxes, tape, paper and materials necessary to clean out the school spaces. These materials will be distributed in two rounds. The first round will be delivered no later than February 12th, 2025. The second round will be brought in no later than May 1st, 2025.

11. A joint process will be created and executed to ensure the proper labeling and markings for all materials, furniture and items that to be moved.

12. Up to 3 of the 35 hours of staff meetings held on Tuesdays will be used to allow for unit members at school sites impacted by closure, consolidation, or redesign to focus on becoming a team, creating a plan for the next school year, and determining how to welcome students and families into the new school community. The agenda, dates and times of the meetings shall remain at the discretion of the site Principals. If the 35 hours of provided staff meetings have already been used, unit members will be paid extended duty.

13. The President of the Association shall be allowed to pick a new site to return to at the end of their Presidency due to the closure of their original home site.

14: Unit members at the school(s) involved in a school redesign shall have the right to place themselves on the Involuntary Excess list for placement into vacant positions in the District for which they are qualified. Unit members choosing to leave a site due to school redesign shall be considered Involuntary Excessed and shall have the same rights and follow the same procedures for placement as the Involuntary Excess group.

15. The Parties agree to meet and confer at the request of either party in order to address issues related to school closure and consolidation throughout the 2024-2025 and 2025-2026 school year.

Date of Agreement: \_\_\_\_\_

For the District: Signed by:  
*Cesar Torrico*  
A4AA2EF24D2C485... 12/22/2024

For AREA: Signed by:  
*Janet R. Swan*  
4EC3731329134B5... 12/22/2024