

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**WHEATLAND SCHOOL DISTRICT**  
**and the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**and its WHEATLAND CHAPTER #626**

**Agreement on Reductions for 2020-2021 School Year**

**August 3, 2020**

Purpose:

The Wheatland School District (hereafter "District") and the California School Employees Association and its Wheatland Chapter #626 (hereafter "CSEA") agree to the following budget reduction items to assist with the 2020/21 District Budget for the Wheatland School District. The parties agree to the following cost saving measures in order to protect jobs and avoid layoffs.

1. The District and CSEA agree that the following cost saving measures are for the 2020 - 2021 school year and shall sunset on June 30, 2021.

<b>Description</b>	<b>Approximate Savings</b>
No Para for Combo Classes unless they include Kdg or 1st for 20/21	\$11,864.97

2. The following positions in the classified bargaining unit shall be permanently reduced for lack of work and/or lack of funds as follows:

<b>Positions</b>	<b>Reductions</b>	<b>Approximate Savings</b>
Library Technician	Reduce three (3) positions form 8 hours/190 days to 3 hours/181 days.	\$131,437.03
Regular Ed Para Educators TK/KDG/1 <sup>st</sup> grade	Reduce all positions from 3.5 hours to 3 hours	\$24,244.76
Grounds	Eliminate one (1) vacant grounds position.	\$79,254.22
Special Education Para	Reduce one (1) 6-hour special education para position to a 5-hour position and eliminate the para position for the candidate that is offered the 5-hour para position.	\$31,596.01

3. **Displacement Rights** – An employee whose position is eliminated or reduced may, in lieu of layoff, displace the employee within the class, or an equal or lower class, in which he/she has served, who has the least seniority regardless of shift, location, or funding source.

4. **Transfer of Bargaining Unit Work** – The District shall not transfer work out of the bargaining unit to certificated employees, volunteers, confidential, management, students, short-term employees and/or substitutes, nor shall such work be contracted out.

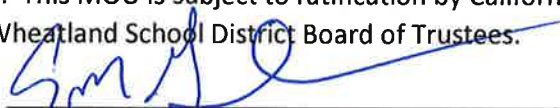
5. **In Lieu of Additional Layoffs for Para Educators & Yard Duty Supervisor** – The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions (Para Educators and Yard Duty Supervisors) may be asked to temporarily preform duties (for 2020-2021 only) not currently contained within their current job description. This shall not be considered a waiver of CSEA’s rights to negotiate the transfer of duties as required by law. No classification which has duties temporarily transferred as a result of this agreement shall experience layoff or reduction of hours for the duration of this agreement.

The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification shall be paid at their current step and rate of the higher classification. The rate shall apply to any day in which the work is assigned.

6. **Work Left Behind Protection** – The District recognizes that layoffs and/or reductions impact the amount of work that can be done by remaining bargaining unit members. The District and CSEA will meet periodically, at either party’s request, to discuss workload demands as a result of layoff and/or reduction. Additionally, the remaining bargaining unit members shall not be required to perform an increased work assignment over and above their regular assignment nor shall such employee(s) be required to perform overtime work as a result of the layoffs. In addition, the District agrees there will be no threat of disciplinary action and/or negative evaluations as a result of fewer staff employed to do the work.

7. **Full and Final Resolution** – This Agreement shall fully and finally conclude all issues and obligations related to the elimination and/or reductions of those positions set forth above.

8. This MOU is subject to ratification by California School Employees Association Chapter #626 and the Wheatland School District Board of Trustees.

  
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Craig Guensler - Superintendent

August 3, 2020  
Date

  
\_\_\_\_\_  
Sierra Speer – CSEA #626 President

August 3, 2020  
Date

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Cesar Mata – CSEA LRR

August 3, 2020  
Date

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Kathy Herbert – WSD Board President

August 5, 2020  
Date