MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
NEVADA UNION HIGH CHAPTER #165 (CSEA)
and the
NEVADA JOINT UNION HIGH SCHOOL DISTRICT (DISTRICT)

The following is a Memorandum of Understanding ("MOU") between the Nevada Joint Union High School District ("District") and the California School Employees Association and its Nevada Union High Chapter #165 ("CSEA"). The District and CSEA agree to the following terms and conditions related to the elimination of classified bargaining unit positions during the 2016-2017 school year:

A. Due to lack of work and/or lack of funds, the following position(s) will be eliminated:
   - 3-hour Food Service Worker Position at Bear River High School

B. To accommodate any increased workload resulting from the eliminated position(s) in Item A, the Parties agree to add the following positions:
   - 0.5-hour Food Service Worker Position at Bear River High School

C. All bumping rights shall adhere to Article XIX of the Collective Bargaining Agreement.

D. Any remaining work or duties previously performed by the classified employees in the eliminated positions will not be transferred to any person outside of the classified bargaining unit.

E. No volunteer shall perform any of the work or duties previously performed by the classified employees in the eliminated positions.

F. Should the District desire to reorganize work from eliminated positions and have other classified employees in the same classification perform the work or duties, the District agrees that no work load increase shall occur to those employees in the same classification.

Additionally, the District agrees to meet with the classified employee and CSEA to discuss receipt of work or duties previously not performed by the classified employee and a written schedule of those duties or work with a clear prioritization by the District and/or immediate supervisor.

G. Any classified employee who has no right to displace another District classified employee because of having their position eliminated, shall be allowed during their 60-Day Notice period, to leave work early to apply, interview or otherwise engage in seeking subsequent employment.

H. The District agrees to provide written notice of any vacant or newly created position to any classified employee placed on the 39 or 63 month reemployment list as a result of the elimination of their position.
I. All classified employees separated from employment shall have all rights enumerated by the California Education Code section 45298. Further, the District acknowledges the rights of laid off personnel under the Tucker vs. Grossmont decision (Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640) Specifically, the District agrees to the following:

- Any classified employee on the 39 or 63 month reemployment list;
  - Who applies for any position being flown or advertised by the District;
  - Who meets the minimum qualifications for the position;
  - Will be offered the position before the District offers the position to any person not currently part of the classified service for the District.
- Additionally, should several classified employees on the reemployment list apply for a position flown or advertised by the District and all classified applicants meet the minimum qualifications, the most senior classified applicant on the reemployment list shall be offered the position.

The Parties agree that the terms and conditions set forth above will resolve 2016-2017 impact and effects negotiations.

Rick Smith, Chapter President  
CSEA Chapter #165  

July 13, 2017  
Date

Louise Johnson, Superintendent  
Nevada Joint Union High School District  

July 13, 2017  
Date