Memorandum of Understanding
between
the California School Employees Association
and its Chico Chapter #110 ("CSEA")
and
the Chico Unified School District ("District")

RE: COVID RELATED OPERATIONAL EFFICIENCY CHANGES

This MOU will become effective September 1, 2021, with the approval and signature of both CSEA and the District. This MOU will expire July 1, 2022 unless all parties agree to extend.

The District and CSEA (together the “parties”) recognize the great difficulty in operating the District due to COVID, recruitment/retention and operational challenges that the District and staff are facing. These challenges place stress on current employees and the District’s ability to operate efficiently and effectively. Therefore, the parties agree to the following:

1. In instances where the District is struggling to recruit and retain employees the District will increase the starting salary of new employees up to step four (4). Any employee who is in any position that the increased step begins above their current step will be automatically increased to the higher offered step.
2. If the District performs a recruitment and the quality of applicants is deemed inappropriate or of poor quality, the District will notify the Chapter, discuss the issue and then re-recruit for the position possibly offering a higher starting rate of pay.
3. All extra COVID / ESSER hours/positions offered by the District will sunset on July 1, 2022.
4. Any Classified CSEA member who is quarantined due to COVID, or any other quarantined reason will be placed in a paid status and will not be charged any sick leave.
5. If a new employee to the District is hired into a position that is funded by ESSER funding the employee’s hours from the ESSER funded position will be counted and credited for seniority.
6. Any increased time that an employee is provided to work, under ESSER funding will be accrued as extra assignment and Chapter agrees to waive the 15 day extra assignment rule as per Article 3.6.1 while adhering to California Education Code 45137 as it relates to statutory benefits. The primary reason for this is that our AESOP/Escape systems cannot easily track and appropriately pay these employees.
7. Any position that uses ESSER funding that is based at a school site will be filled based upon an employee’s seniority in the classification that is offered at the school site.
8. Due to open/unfilled positions the District will have the ability to immediately move employees from one site to another to cover open or positions that need extra support. Example: open positions not yet filled, employees who are not at work due to vacancies – sick leave and PN days. Before transfer, employees will be asked first to determine if there are any volunteers. If there are no volunteers then employees will be chosen by site seniority. The least senior employee at the worksite will be required to move. No employee under these circumstances will be moved involuntarily to a worksite for a period greater than 5 days in a row. It is agreed that the employee’s contracted hours will
not change, the shift will not change and any additional mileage to and from the work sites will be compensated (IRS adopted mileage reimbursement applies).

All other provisions of the CBA will stand as is unless mutually agreed to by both parties. This agreement shall be effective September 1, 2021, through July 1, 2022. Either party may reopen this agreement by request.

[Signatures and dates]

Louise O'Le
CSEA Chapter #110 - President

11/3/21
Date

Brenda McCarthy
CSEA Chapter #110 – Eboard Member

11/3/21
Date

Veronica Sanchez
CSEA Representative

11/3/2021
Date

Jim Hanlon, Assistant Superintendent
Chico Unified School District

11/3/21
Date