

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Meeting – November 14, 2012

Regular Session – 5:00 p.m.

Chico Unified District Office, Large Conference Room
1163 East 7th St., Chico, CA 95928

AGENDA

1. **CALL TO ORDER**
2. **CONSENT CALENDAR**
 - 2.1. EDUCATIONAL SERVICES
 - 2.1.1. Consider Approval of the Field Trip Request for students in the MESA (Mathematics, Engineering, Science Achievement) program to visit various locations in San Francisco including a University tour and museum tours from 12/7/12 to 12/8/12
3. **DISCUSSION/ACTION CALENDAR**
 - 3.1. EDUCATIONAL SERVICES
 - 3.1.1. **Information:** Technology Infrastructure (Jason Gregg)
 - 3.2. BUSINESS SERVICES
 - 3.2.1. **Discussion/Action:** Facilities Master Plan 2012 and Project Recommendations (Michael Weissenborn)
 - 3.2.2. **Discussion/Action:** Measure E Project Identification (Michael Weissenborn)
 - 3.3. HUMAN RESOURCES
 - 3.3.1. **Discussion/Action:** Approval of a Tentative Agreement between CUSD and CSEA, Chapter 110 for a Successor Agreement (Bob Feaster and Maureen Fitzgerald)
4. **ADJOURNMENT**

The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.

CONSENT CALENDAR

The items listed on the Consent Calendar may be approved by the Board in one action. However, in accordance with law, the public has a right to comment on any consent item. At the request of a member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Board Bylaw 9322.

STUDENT PARTICIPATION

At the discretion of the Board President, student speakers may be given priority to address items to the Board.

PUBLIC PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATON FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)

The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent's Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

COPIES OF AGENDAS AND RELATED MATERIALS:

- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

AMERICANS WITH DISABILITIES ACT

Please contact the Superintendent's Office at 891-3000 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chiocusd.org.

PROPOSED AGENDA ITEM: MESA Field Trip CHS

Prepared by: Beth Johnson

☒ Consent

Board Date November 14, 2012

☐ Information Only

☐ Discussion/Action

Background Information

MESA - Mathematics, Engineering, Science Achievement is a UC outreach program jointly funded by BLAST and the University of California to reach out to groups of students who are under represented in the UC and CSU systems. Specifically, they are reaching out to Hispanics, Native Americans, African Americans, and students who are the first generation of their family to go onto higher education. CHS has a thriving MESA program.

Each year the MESA students participate in an enrichment field trip outside of the local Chico community. Last year we toured Stanford U., went to I-Fly to tour their wind tunnel and 'fly' as well as participate in an educational seminar in aeronautics, and went to the San Jose Tech Museum. In the process, many students spent their first night away from home, had to budget money for expenses and had to help raise lots of money.

Education Implications

Students in MESA work very hard to be admitted and funded for college. This trip helps round out their life experience. This year we will go to the Exploratorium, the Aquarium at Fisherman's Wharf, tour UC Berkeley or Davis and spend a day at the annual Dickens Christmas Festival at the Cow Palace.

The Exploratorium has indoor and outdoor components and depending on weather, we will explore both.

A trip like this gives students insight into how their educations are applied and gives them some experience in a world beyond their little home town.

Fiscal Implications

MESA students have fund raised all the money for hotel, admissions, and miscellaneous costs. BLAST would pick up the cost of the bus and pay for staff. CHS principal, Jim Hanlon, will pay for a sub for the teaches who will miss school on Friday.

Additional Information

Dates: Dec 7-8, 2012. Accommodations: an highly reviewed hotel. Supervision: CHS teachers Beth Johnson and Cindy Cox and 3-4 volunteer parents and student teacher.

Approximately, 45 students will participate. Students must be in good academic standing with no D's or F's in any classes to attend.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

2.1.1.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: November 2, 2012

FROM: Beth Johnson

School/Dept.: Chico High School

SUBJECT: Field Trip Request

Request is for MESA trip
(grade/class/group)
Destination: Various locations in San Francisco Activity: University tour, museum tours, Dickens Festival
from 12/7/12 / 6:30 AM to 12/8/12 / 7:00 PM
(dates) / (times) (dates) / (times)
Rationale for Trip: Enrichment Science, college field trip (see attached board agenda)

Number of Students Attending: 45 Teachers Attending: 2 Parents Attending: 3 or 4
Student/Adult Ratio: 8:1
Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name _____
Other: Mt. Lassen Motor Transit
All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees \$ 3,320 Substitute Costs \$ 200 Meals \$ 0
Lodging \$ 1,300 Transportation \$ 2,700 Other Costs \$ _____

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name BLAST PROGRAM Acct. #: 01-4124-0-1039-1000-XXXX- \$ 2,700
010-6700
Name CHS 7090-EIA Acct. #: 01-7090-0-1110-2100-1176- \$ 200
010-2010

Requesting Party

Date

[Signature]
Site Principal

11/5/12
Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services

11-9-12
Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

AGENDA ITEM: Technology Infrastructure

Prepared by: Jason Gregg, Director Information Technology

☐ Consent

Board Date November 14, 2012

☒ Information Only

☐ Discussion/Action

Background Information

Information Technology staff will share information with the Board and Community regarding computer and network infrastructure and classroom technology. We will also share our current technology status and discuss future possibilities as funding is identified and approved. Both E-rate grants and Measure E are funding sources that could be identified by the Board for use for technology needs.

Educational Implications

Our goal is to have the technology, infrastructure and software available for students to be better prepared for the 21st century and provide computers and systems that allow users to find and apply knowledge at an individualized pace.

Fiscal Implications

This item is information only and is not a request for funding at this time.

TITLE: Facilities Master Plan 2012 and Project Recommendations

Action X
Consent
Information

November 14, 2012

Prepared by: Michael Weissenborn, Director, Facilities & Construction

Background information

A Facilities Master Plan (FMP) is a living document produced as a summation of a comprehensive process and becomes the road map to address the District's current and future facilities improvement needs. A Facilities Master Plan examines overall educational and facilities needs beyond any modernizations or improvements constructed to date at each site. Moreover, the process of developing a comprehensively prepared Facilities Master Plan includes a planning team and outreach process to solicit input from District's school sites and the community. The final document communicates effectively to the community what the District's facility improvement needs are.

The purpose of this workshop is to update the Board of Education on the process of creating and maintaining the District-wide Facilities Master Plan and to provide information and recommendations on current facility needs.

The District's facilities needs are spread across all grade levels. Our preliminary review of the Facilities Master Plan indicates a need/opportunity to discuss the design and development of a new elementary school to be located on the Henshaw-Guynn site and a new permanent multi-purpose building to replace the relocatable multi-purpose building located at Marsh Junior High School

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Additional Information

The District has been involved in the process of meeting facilities needs at its high schools utilizing Measure A funding.

On March 3, 2010, the Board of Education adopted a list of projects intended to allocate the use of the remaining Measure A bond funds.

That list was comprised of the following projects:
(Completed or in-progress projects shown in italics, next highest priority projects shown in bold)

1. *New Combined Field House/Lincoln Hall at Chico High School*
2. *New Classroom Building at Pleasant Valley High School*
3. *Bleacher Replacement at Pleasant Valley High School (repaired 2011)*
4. *Alternative Programs Allocation Fair View – AFC*
5. *Inspire – New Home*
6. **Restroom at the Field Area at Chico High School**
7. Sports Field & Bleachers at Chico High School
8. **Modernization of Buildings at Pleasant Valley High School – B, C, D**
9. New P.E. Facilities with Team Rooms & Storage at Pleasant Valley High School
10. **Modernization of Valhalla at Pleasant Valley High School**

Fiscal Implications

- 1) The cost for architectural services related to the development of construction documents for a new elementary school at the Henshaw-Guynn property will be funded with developer fees.
- 2) The cost for architectural services related to the development of construction documents for a new multi-purpose building at Marsh Junior High School and the modernization of Pleasant Valley High School will be funded with leveraged Measure A bond funds, or Developer fees.
- 3) The cost for architectural service related to the construction of a new restroom building located at the field area at Chico High School will be funded with Measure A bond funds.

Recommendation

It is requested that the Board of Education authorize the Superintendent or designee, to enter into the following appropriate agreements or take the following actions:

- 1) An Architectural Services Agreement with Stafford King Weise Architects (SKW) to develop DSA approved construction documents for the construction of a restroom building located at the field area at Chico High School.
- 2) Circulate an RFQ for the selection of three Architects to begin programming and conceptual design services for the development of construction documents for 1) a new elementary school at the Henshaw-Guynn property; and 2) a multi-purpose building at Marsh Junior High School; and 3) the modernization of Buildings B, C, D, E and V at Pleasant Valley High School.

TITLE: Measure E Project Identification

Action X
Consent
Information

Date: November 14, 2012

Prepared by: Michael Weissenborn, Director, Facilities & Construction

Background information

Chico Unified School District placed a measure on the November 6, 2012, ballot which asked, "Without increasing current tax rates and to improve the quality of education at local Chico schools, improve student access to computers and modern technology, repair leaky roofs, replace plumbing systems, and upgrade heating, ventilation and cooling systems, shall Chico Unified School District acquire, construct, repair, modernize restrooms, classrooms, school facilities, sites, fields, equipment by issuing \$78,000,000 of bonds at legal interest rates, with independent citizens' oversight and NO money taken by the State or used for administrators' salaries?"

As we now know Measure E was successful and we now have the opportunity to prioritize the list of projects which envisioned in the language above.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

The passage of Measure E creates a new pool of Bond resources which may be used to fund specific projects identified in the Measure E language.

Recommendation

With the successful passage of Measure E, it is requested that the Board of Education authorize the Superintendent or designee to organize and conduct community and school site meetings to gather input for the development and prioritization of a project list for Phase I of Measure E. In addition a Citizen Oversight Committee must be formed in compliance with Government Code.

AGENDA ITEM: Approval of a Tentative Agreement between CUSD and CSEA, Chapter 110 for a Successor Agreement

**Prepared by: Maureen Fitzgerald, Assistant Superintendent of Business Services
Bob Feaster, Assistant Superintendent of Human Resources**

☐ Consent

Board Date November 14, 2012

☐ Information

☒ Discussion/Action

Background Information

Since March 2010, the District and CSEA, 110 have been involved in negotiations regarding a successor agreement. Every three (3) years, the collective bargaining agreement (CBA) between the parties is open for negotiations such that the entire CBA, not just the standard re-openers (e.g. wages and benefits) are open.

Discussion

The District and CSEA, Chapter 110 entered into a Tentative Agreement (TA) on October 19, 2012, that is scheduled to be ratified by the Chapter 110 at a vote on November 13, 2012. Every three (3) years, the entire collective bargaining agreement (CBA) is open for negotiations. This is termed bargaining for a successor agreement. This is a TA dealing with a successor agreement. As a result many more articles are dealt with in this bargaining process than covered in the more traditional reopener bargaining.

This TA deals with the following articles:

Article 2: Wages

- Moves outdated section to a new appendix for historical issues

Article 3: Hours of Employment

- Language changes regarding "extra duty assignment"
- Allows for transfer requests based on seniority for positions that increase in days per year as well as hours per day.
- Allows for instructional aides to maintain their assignment even if the assignment increases in time/day or days/year.

Article 4: Layoff and Impact and Effects of Layoff

- New language to comply with recent case law dealing with the return rights of classified employees who have been laid off.
- Added language regarding the rights employees to turn decline vacancies outside of their job classification when on the reemployment list.

Article 5: Leaves

- Requires two (2) days notice to the District for the use of personal necessity days and expands the reasons for using such days.
- Provides one (1) additional vacation days for employees with 25 or more years of service with the District.
- Changes the date from April 15 to May 15 by which 12 month employees need to submit their vacation request for the following year.
- Allows employees who are working during the time that Chapter meetings occur to be released to attend such meetings.

Article 6: Transfers

- Minor editorial/language change
- Changes regarding seniority rights to transfer into open positions

Article 9: Training

- New language establishing a Chapter/District committee to review training needs and to make recommendations for such training

Article 10: Evaluation

- Clarifies that when a unit member receives a less than positive evaluation that the administrator responsible for the evaluation will have based their determination on direct observation, objective documentation or from another person whose feedback corroborates the administrator's independent judgment.

Article 11: Grievances

- Language change to allow the Chapter and/or individual employee to file a grievance.

Article 14: Discipline

- Language that ensures that the Chapter is notified and has opportunities to participate in disciplinary meetings regarding an employee.

Article 15: Transportation

- New language that provides the parameters for the District's use of video cameras on school busses.

Article 19: Negotiations/Duration

- Changes the ending date of the new CBA to November 15, 2015
- Allows either party to open negotiations for 2012/13 by requesting such no later than December 15, 2012.

Dental Insurance

- The options available for employee dental coverage for District employees through the Butte County JPA have changed such that the current dental plan will no longer be available. In reviewing the options, the District has offered a plan, beginning January 1, 2013, that provides \$500 more per year in orthodontia services. The plan will cost the District \$4/month more than the current plan with no additional cost to employees.

Medi-Cal Administrative Activities (MAA)

- Places into the CBA the previous agreement regarding the distribution of MAA funds to the employee group.

Educational Implications

There are no specific educational implications to this agreement.

Financial Implications

The approximate cost of the District's increased contribution to employee dental insurance as designated in the tentative agreement is \$20,000 per year.

**Tentative Agreement
By and Between
Chico Unified School District
And the
California School Employees Association and its Chico Chapter #110**

Along with all previously executed Tentative Agreements, CSEA proposes to finalize successor agreement negotiations with the District for a 2012-15 contract with the following changes:

ARTICLE 2: WAGES

Move Sections 2.21 and 2.22 to new, Appendix H (for historical issues)

2.21 1989-90 Salary Contingency Language

2.21.1 This Article shall be applicable to compensation paid during the 1989-90 work year.

2.21.2 If the District receives an increase in the base revenue limit per ADA to be applied and received in the 1989-90 work year, unit member salary schedule A-3 shall be increased by a percentage rounded off to the nearest hundredth of one percent; which shall be calculated as follows:

2.21.2.1 The unit member salary schedule A-3 shall be increased by an amount equal to the full year percentage increase in the base revenue limit per ADA for 1989-90 (to be effective 7/1/89).

2.21.2.2 The percentage of increase in the base revenue limit per ADA shall be calculated using the adjusted base revenue limit per ADA for 1988-89, a sum of \$ _____, and the new base revenue limit per ADA for the full year 1989-90 as calculated by the County Superintendent's office. The percentage increase of the base revenue limit per ADA for 1989-90 shall be calculated as follows:

A New full year 1989-90 BRL per ADA (from County Office) (*excluding STRS and PERS)

-B \$ _____ (1988-89 BRL per ADA)

=C

C - B = D (Percentage Increase to be Applied to the Unit Member Salary Schedules for the 1989-90 School Year)

*Taking dollar amounts reported from County Office.



2.21.2.3 The District shall acquire the state worksheet computations containing the new base revenue limit per ADA for 1989-90 from the County Superintendent's office on or before September 15, 1989, or as soon as possible when the information is available to the District.

2.21.2.4 The District shall notify CSEA prior to implementation of any increase calculated pursuant to this provision so that the CSEA may review the calculations made by the District. If CSEA disagrees with the calculations made by the District, CSEA must contact the District, in writing, within five (5) working days of receipt of the District's calculations and shall include the specific reasons for the disagreement. No later than ten (10) days after receipt of the calculations from the District, CSEA may file a grievance. Failure to notify the District within five (5) working days shall mean the District shall implement its calculation. Only CSEA may grieve an alleged violation of this section.

2.22 1990-91 Salary Contingency Language

2.22.1 This Article shall be applicable to compensation paid during the 1990-91 work year.

2.22.2 If the District receives an increase in the base revenue limit per ADA to be applied and received in the 1990-91 work year, unit member salary schedule A-3 shall be increased by a percentage rounded off to the nearest hundredth of one percent; which shall be calculated as follows:

2.22.2.1 The unit member salary schedule A-3 shall be increased by an amount equal to the full year percentage increase in the base revenue limit per ADA for 1990-91 (to be effective 7/1/90).

2.22.2.2 The percentage of increase in the base revenue limit per ADA shall be calculated using the adjusted base revenue limit per ADA for 1988-89, a sum of \$ _____, and the new base revenue limit per ADA for the full year 1990-91 as calculated by the County Superintendent's office. The percentage increase of the base revenue limit per ADA for 1990-91 shall be calculated as follows:

A New full year 1990-91 BRL per ADA (from County Office) (*excluding STRS and PERS)

-B \$ _____ (1989-90 BRL per ADA)

=C

C - B = D (Percentage Increase to be Applied to the Unit Member Salary Schedules for the 1990-91 School Year)

*Taking dollar amounts reported from County Office.

2.22.2.3 The District shall acquire the state worksheet computations containing the new base revenue limit per ADA for 1990-91 from the County Superintendent's office on or before September



15, 1990, or as soon as possible when the information is available to the District.

- 2.22.2.4 The District shall notify CSEA prior to implementation of any increase calculated pursuant to this provision so that the CSEA may review the calculations made by the District. If CSEA disagrees with the calculations made by the District, CSEA must contact the District, in writing, within five (5) working days of receipt of the District's calculations and shall include the specific reasons for the disagreement. No later than ten (10) days after receipt of the calculations from the District, CSEA may file a grievance. Failure to notify the District within five (5) working days shall mean the District shall implement its calculation. Only CSEA may grieve an alleged violation of this section.

ARTICLE 3: HOURS OF EMPLOYMENT

Move Section 3.3.2 to section 3.4 and renumber as 3.4.3 (with changes)
Renumber 3.3.3 through 3.3.5.1

3.4 Cancellation of Extra Duty Assignments

3.4.1 Extra duty assignments differ from limited term assignments because they are short term in nature and do not involve filling a vacant position or substituting for an absent employee within the same or different classification. Short term assignments occur due to short term increases in work load in the employee's classification, usually, but not always at the employee's own work site.

3.4.2 In the case of extra duty assignments for part-time employees, which do not conflict with a regular assignment, no employee shall be restricted from working all of his/her regular assignment as a condition of receiving an extra duty assignment. (Formerly 3.3.2)

3.4.3 The District shall make a reasonable effort to notify a bargaining unit employee twenty-four (24) hours in advance of cancellation of **an extra duty assignment** ~~a work assignment~~. The District's failure to comply shall entitle the employee to Minimum Call-in-Time payment, if such failure causes loss of regularly assigned time or **assigned extra duty time**. (Formerly Section 3.4.1)



ARTICLE 4: LAYOFF AND IMPACT AND EFFECTS OF LAYOFF

Add the following to 4.1.2

4.1.2.3 Upon receipt of a written notice of layoff, a bargaining unit member may request a meeting with the Director of Classified Personnel and his/her CSEA representative to have questions answered, discuss layoff/placement/bumping options, and to address complaints or concerns regarding seniority and/or other layoff related issues.

Change 4.1.4.2 as follows:

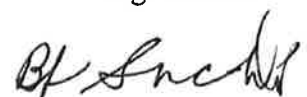
4.1.4.2 A bargaining unit employee subject to layoff or who is on a reemployment list(s) shall be hired in preference to outside applicants into vacant positions in any classification for which he or she meets the minimum qualifications. This hiring preference shall hereinafter be referred to as "Tucker rights," and is based on the California Court of Appeals case Tucker v. Grossmont Unified School District (2008) 168 Cal.App.4th 640.

Tucker rights include only the right to preference in hiring for vacant positions over outside applicants. These rights apply only when the laid off employee meets the qualifications for the position for which he or she applies. If the laid off employee does not meet the minimum qualifications of the position, he or she will not receive hiring preference.

Tucker rights will be exercised as follows:

4.1.4.2.1 Prior to hiring based on Tucker rights, the District shall comply with the provisions of Sections 3.3.3 and 6.4.3 (Transfers) and 4.1.4.1 (Reemployment of employees in the classification from which they were laid off). Tucker rights shall end when the employee's reemployment rights end as provided by Sections 4.1.3.1, 4.2.3, and 4.3.1.

4.1.4.2.2 In order for a bargaining unit employee to be eligible for Tucker rights, the District shall offer and the bargaining unit employee



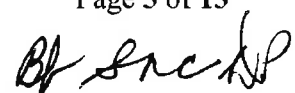
must first take and pass the appropriate eligibility examination. Absent passage of the examination, the employee will not be considered qualified in any classification pursuant to Merit System rules and regulations. Employees exercising Tucker rights must re-test any time their eligibility list expires.

4.1.4.2.3 Employees may notify the District at any time while on the reemployment list if they believe they are qualified for a vacant position in any classification, subject to the following limitation. Notice must be provided at least one week prior to the commencement of recruitment for the specific position for which the employee believes he or she is qualified. An employee will not be considered qualified for any specific vacant position unless he or she has provided such notice. Employees are encouraged to provide this notification upon receiving a notice of layoff, and during the 45 day notice period related to that notice, if appropriate.

4.1.4.2.4 Candidates exercising Tucker rights who have been deemed qualified will be interviewed along with any qualified internal applicants who have submitted a Letter of Interest to be considered or are one of the top three (3) ranks on the eligible list. The Director-Classified Human Resources shall ascertain the availability of eligibles and shall certify names to the appointing power in accordance with Merit System rules and will recommend no more than three (3) ranks of eligibles to the appointing authority.

The appointing authority shall make the choice of which eligible is offered the position. Outside applicants will not be allowed to interview under these circumstances. If no qualified internal or Tucker rights eligible accepts the position, outside applicants may be considered.

4.1.4.2.6 Any employee who is hired as a result of exercising his or her Tucker rights shall serve a probationary period in the classification in which he or she is hired. Employees who do not pass probation will retain their reemployment rights in the other classifications in which they have previous service and/or from which they were laid off. If an employee who has secured a position through exercise of his/her Tucker Rights is released from probation due to a Group II violation, they may

A handwritten signature in black ink, appearing to read "B. S. Smith", is written over the page number.

be removed from all reemployment lists if they were in a probationary status when placed on any such reemployment list. If the employee was a permanent employee when placed on the reemployment list, they shall be provided all due process and appeal rights provided permanent employees under Merit System Rules and Article 14.

4.1.4.2.7 The parties acknowledge that a competent court of jurisdiction may overturn, enhance, or otherwise modify Tucker v. Grossmont Unified School District (2008) 168 Cal.App.4th 640. This section will cease to be effective and the provisions of Appendix I will be inserted in its place and become immediately effective instead if any of the following occurs:

- A court of competent jurisdiction determines that employees on a reemployment list(s) shall not have rights to be reemployed in any vacant position for which they qualify in preference to outside applicants; or
- A court of competent jurisdiction finds that Tucker is not applicable to Merit Systems districts; or
- The Legislature enacts legislation which would overturn Tucker v. Grossmont Unified School District (2008) 168 Cal.App.4th 640.

If such court enhances Tucker rights by providing additional reemployment rights to laid off employees or makes any other modifications to the Tucker decision not listed in this article, the parties agree to immediately meet and negotiate over the changes.

Change the following:

4.1.3.5 If the employee is reemployed in a permanent position the employee will receive the accumulated sick leave ~~and seniority~~ which he/she accrued prior to the layoff.

Change the following:

OK Sincerely

4.1.3.5 If the employee is reemployed in a permanent position the employee will receive the accumulated sick leave ~~and seniority~~ which he/she accrued prior to the layoff.

Change the following:

4.1.4.3 An employee on a reemployment list may decline three offers of reemployment to a permanent position in her/his former classification. After a third refusal of offers that would have fully restored the employee in class and hourly status, no additional offers need be made by the District and the employee shall be considered unavailable **unless the employee requests in writing that they continue to receive such offers.** This section (4.1.4.3) is not intended to negate the employee's right to remain on the appropriate reemployment list.

Add the following:

4.7 The hire date of a bargaining unit employee shall not be affected by placement on the reemployment list or as a result of accepting a voluntary demotion in lieu of layoff.

ARTICLE 5: LEAVES

Delete Sections 5.2 and 5.5.4 and Change current Section 5.1 to the following:

5.5.1 Personal necessity may be taken for any reason except vacation, recreation, or concerted activities including but not necessarily limited to a refusal to work. The District shall not require the unit member to give a reason for use of personal necessity, but may require the unit member to certify that the leave was not used for the above prohibited activities. Unit members will provide two (2) **working days** notice to the District in advance of the use of personal necessity leave, except in cases of **urgent circumstances.** District approval or permission shall not be required."

Should an event occur prior to November 15, 2015, such that, due to the number of staff members in a given department taking the same day off as outlined in this provision, that department is not able to carry out its mission on the day(s) involved, the following shall occur:

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Change the following:

5.14 Vacation

Vacation credit for employees shall be accrued as follows:

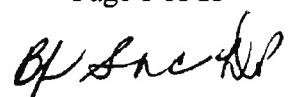
- 1 through 4 full years of service accrue 1 day credit/month
- 5 through 7 full years of service accrue 1-1/4 days credit/month
- 8 through 12 full years of service accrue 1-1/2 days credit/month
- 13 through 17 full years of service accrue 1-3/4 days credit/month
- 18 through 24 ~~or more~~ full years of service accrue 2 days credit per month
- 25 or more full years of service accrue 2 days credit per month plus one (1) additional day per year at or beyond 25 years of service.

Change the following:

5.14.4.1 Prior to ~~April~~ **MAY 15** each twelve-month employee who has accrued vacation credit may submit a vacation request for the upcoming fiscal year to her/his supervisor. The District will review all submitted vacation requests and, insofar as possible consistent with District needs, schedule the employees' vacations as requested. However, the District retains the right to schedule all vacation days for employees based on the needs of the District.

Change the following:

5.14.5.1 During times when school is in session, a unit member **whose work year is less than 12 months** may, at District discretion, take up to three (3) days of accrued vacation at the unit member's selection. District approval or denial will be based solely on the availability of an appropriate substitute.



Change the following:

5.14.10 Any employee who has not completed his/her initial six (6) full months of employment in regular status shall not be entitled to accrued vacation. An employee released during their probationary period shall not be entitled to be paid out for any accrued vacation at the time of release.

Add the following;

5.22 Bargaining unit members whose work hours include the time period of 4:30 PM to 8:00 PM shall be released without loss of pay or benefits from work to attend regular and/or special chapter meetings. Such unit members will be released fifteen (15) minutes prior to the scheduled start of the meeting and will return to work no later than fifteen minutes after the meeting has ended. Any violation of this will result in the entire time being charged as personal necessity for the individual involved.

ARTICLE 6: TRANSFERS

Change the following:

6.2 Lateral Transfers

When a new position is created or an existing position becomes vacant and it is not filled through other options as identified in Section 6.4 of this Article, the position may be filled through lateral transfer. A lateral transfer is the transfer of an employee from one classification to another classification when both positions are at the same level of responsibility pay. Education Code 45272 shall not apply to lateral transfers. Employees requesting lateral transfers must meet the employment criteria for the vacant position in order to be considered for a transfer. Additionally, employee seniority, affirmative action goals and the needs of the District shall also be considered. All lateral transfers will be made at the discretion of the District.

By Sachdev

ARTICLE 9: TRAINING

A side letter between the parties states:

The parties agree to establish a committee to discuss, review, and make recommendations on in-service training budget, joint committee on training, reimbursement of costs of training, and pay for education incentive comprised of two (2) CSEA and two (2) District representatives. Once the committee is done, the parties will automatically bring the issue back to the bargaining table in addition to listed re-openers in Article 19.

ARTICLE 11: PROCEDURES FOR PROCESSING GRIEVANCES

Change the following:

11.1 Definitions

A grievance is ~~a formal written~~ an allegation by a unit member(s) who believes that he/she/they ~~have~~ has been adversely affected by a violation of the specific provision of this Agreement, or ~~a formal written~~ an allegation by the CSEA that ~~two or more unit~~ a unit member(s) or CSEA have been adversely affected by a violation of the specific provisions of this Agreement.

ARTICLE 15: TRANSPORTATION

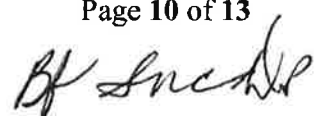
Add the following:

15.8 Video Cameras

All drivers shall be notified of the use of and receive required training on all video cameras located in District school buses. The District agrees that any video produced by these cameras may only be reviewed by District management employees and, when necessary, any employee on the video being reviewed.

ARTICLE 19: NEGOTIATIONS/DURATION

Change the following:



19.1 Effective Date

This Agreement will become effective upon ratification by the parties and shall remain in effect through **November 15, 2015**.

19.2 Re-Openers

Annually, if either party desires to alter, modify, or amend this Agreement, either party may submit a written initial proposal to the other party by personal delivery, certified mail or registered mail prior to March 15. Upon receipt of a written notice by either party, the District shall make arrangements pursuant to the provisions of the EERA, including the Public Notice provision, for meeting and negotiating to commence.

19.2.1 Written notice to alter, modify, or amend ~~the~~ this Agreement during the effective date of the Agreement is expressly limited to the Wages and Health and Welfare Benefits articles plus one additional article for either party.

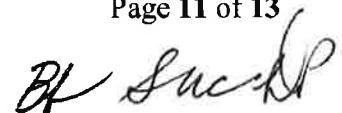
19.2.2 The parties, if they mutually agree to do so in writing, may negotiate any portion of ~~the~~ this Agreement during the effective date of the Agreement.

19.2.3 Pending a conclusion to the meeting and negotiating to modify any of the specific provisions in ~~the~~ this Agreement, the provisions of ~~the~~ this Agreement shall remain in full force and effect.

19.2.4 CSEA or the District may re-open negotiations for 2012/13 by no later than December 15, 2012.

19.3 Commencement of Negotiations

Following completion of the Public Notice requirement, no later than the third regularly scheduled board meeting after March 15, the other party's initial proposal will be submitted. Negotiations shall then commence at a mutually acceptable time and place.



19.4 Ratification of Agreement Amendments

If, during its term, the parties hereto should mutually agree to attempt to agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes shall be reduced to writing, signed by the authorized representatives of the District and CSEA and ratified by the parties. Any such changes validly made shall become a part of this Agreement and subject to its terms of automatic renewal or termination. These same provisions shall apply to any Successor Agreement negotiated by the parties.

19.5 Procedures

The parties may agree to utilize ~~the enter into an~~ Interest Based Bargaining (IBB) process during the term of this Agreement. ~~The~~ If the parties mutually agree to utilize the IBB process, the District will fund the training, the meetings, and the facilitator. Training in the IBB process will be provided as necessary to the teams by mutual agreement. Either party may terminate this section of the Collective Bargaining Agreement with ninety (90) days written notice.

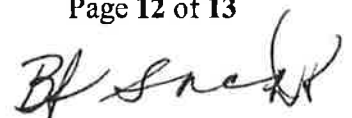
19.6 Successor Agreement / Extension of Agreement

Either party may initiate negotiations for a Successor Agreement by providing appropriate written notice to the other party by March 15 of the calendar year in which the this Agreement expires. If, on or before March 15 of the year in which this Agreement expires, ~~1986~~, and March 15 of subsequent years, neither party gives appropriate written notice to the other of its desire to modify or terminate this Agreement, ~~the~~ this Agreement shall be extended for another year.

DENTAL INSURANCE: SCHEDULE C-2

Beginning January 1, 2013 Pro Rata Monthly Rate Schedule

(Reflects increased dental coverage to \$2,200 per year and \$2,000 orthodontia for all insured effective January 1, 2013)

A handwritten signature in black ink, appearing to read "Bl. S. [unclear]", is written over the page number.

Employees working six (6) hours or more per day shall have premiums fully paid by the District in accordance with the following schedule:

DAILY HOURS WORKED	EMPLOYEE SHARE	DISTRICT SHARE
6-8	-0-	126.00

Employees working less than six (6) hours per day shall not be eligible for the dental plan

Payments with respect to the employees covered by this schedule shall be available only so long as the insurance carrier for the District permits the coverage for this type of insurance. In the event the insurance company cancels the insurance, those employees who were covered and making partial premium payments immediately prior to cancellation shall be entitled to have the District apply the same amount of money that the District was previously applying to such employee's insurance under this schedule to the employee's medical insurance premium payments if the employee is then taking the medical insurance.



Bob Feaster
Assistant Superintendent
Chico Unified School District

10-19-12

Date



Danielle Penne
Chief Negotiator
CSEA, Chapter 110

10-19-12

Date



Susie Cox
President
CSEA, Chapter 110

10/19/12

Date

**Tentative Agreement
By and Between
Chico Unified School District
And the
California School Employees Association and its Chico Chapter #110**

Replace 3rd paragraph of current Section 10.2 with the following:

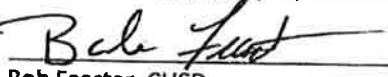
10.2 The prime evaluator will prepare and complete the evaluation and shall be entitled to obtain information to assist in the completion of the evaluation. Certificated bargaining unit staff will not be allowed to prepare the formal evaluation.

In the event an evaluation contains one or more individual rating of "Below Standard" or "Unacceptable," the prime evaluator shall ensure that the rating is based on:

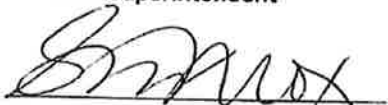
- His/her direct observation, or
- Objective documentation, or
- Input provided by anyone other than the prime evaluator, which the prime evaluator determines to be corroborated and valid in his/her independent judgment.

Add a new 2nd sentence to Section 10.4 as follows:

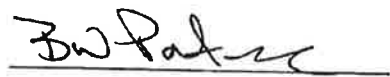
If an employee holds two positions in the same classification at different sites or holds two positions in different classifications, he/she shall receive an evaluation from their prime evaluator for each position.


Bob Feaster, CUSD
Assistant Superintendent

11-8-11
Date


Susie Cox, CSEA
Chapter President

11-8-11
Date


Bev Patrick, CSEA
Chapter Negotiations Chairperson

11-8-11
Date

**CUSD/CSEA CHAPTER #110 NEGOTIATIONS
DRAFT TENTATIVE AGREEMENT**

1. New Section 14.1.1 (moved from Section 12.8)

14.1.1 The District shall notify CSEA in writing of any impending formal disciplinary action, as defined below, against a bargaining unit member. Such notification shall be forwarded to the President of CSEA at the same time notice is given to the employee facing disciplinary action and prior to taking such action.

Formal disciplinary action as used in this section shall be defined to include any action whereby an employee is deprived of any classification of any incident of any classification in which the employee has permanence, including dismissal, suspension, or demotion, without the employee's voluntary consent, except a layoff for a lack of work or lack of funds.

Move current 14.4.1.2.5 to 14.4.1.2.6

2. New Section 14.4.1.2.5 as follows:

14.4.1.2.5 A statement of the employee's right to CSEA representation, including contact information for the President of CSEA's Chico Chapter #110.

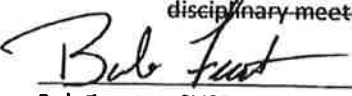
3. New Section 14.5.2.10 as follows:

14.5.2.10 A statement of the employee's right to CSEA representation, including contact information for the President of CSEA's Chico Chapter #110.

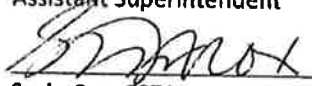
4. New Section 14.5.4 as follows:

14.5.4 Prior to scheduling any disciplinary conference, investigatory meeting with an accused bargaining unit member or hearing under the provisions of Sections 14.4 et. al or 15.5 et. al, the District and/or Personnel Commission shall:

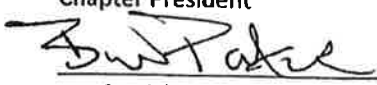
1. Contact the CSEA President to determine who will be representing the employee.
2. Work with all of the parties involved to determine a mutually acceptable date or set of dates for the disciplinary conference, investigatory meeting or hearing.
The CSEA representative shall then be contacted for purposes of scheduling the disciplinary conference, investigatory meeting, or hearing. Every reasonable attempt will be made to accommodate the CSEA representative's calendar in scheduling the disciplinary conference, disciplinary meeting, or hearing.


Bob Feaster, CUSD
Assistant Superintendent

11-8-11
Date


Susie Cox, CSEA
Chapter President

11-8-11
Date


Bev Patrick, CSEA
Chapter Negotiations Chairperson


11-8-11
Date

**Tentative Agreement
By and Between
Chico Unified School District
And the**


California School Employees Association and its Chico Chapter #110

5.4.1 Modify 2nd to last sentence as follows (changes in bold):


"Such leave must be taken within forty-five (45) calendar days after the death. Requests to use bereavement leave beyond the forty-five (45) day period will be considered **on a case by case basis by the member's immediate supervisor**. If not satisfied with the supervisor's response, the member may forward his/her request for consideration and a final decision by either the Director of Classified Personnel or the Assistant Superintendent of Human Resources. Bereavement leave shall be expanded to, but not exceed seven (7) days in the case of a death of a child or spouse."


Bob Feaster, CUSD
Assistant Superintendent

11-8-11
Date


Susie Cox, CSEA
Chapter President

11-8-11
Date


Bev Patrick, CSEA
Chapter Negotiations Chairperson

11-8-11
Date

**Tentative Agreement
By and Between
Chico Unified School District
And the
California School Employees Association and its Chico Chapter #110**

Modify Section 2.23.3 (F) as follows:

- F. No early withdrawal of Salary Reserve and Health and Welfare Benefits Reserve account(s) will be allowed ~~regardless of reason with the sole exception~~ except in cases of an employee completely terminating his/her employment or a proven and documented hardship as determined jointly by the Director of Classified Personnel and the CSEA Chapter #110 President.**



Bob Feaster, CUSD
Assistant Superintendent

11-8-11

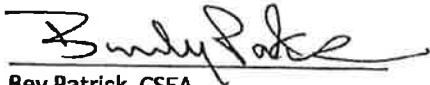
Date



Susie Cox, CSEA
Chapter President

11-8-11

Date



Bev Patrick, CSEA
Chapter Negotiations Chairperson

11-8-11

Date

**Tentative Agreement
Chico USD and CSEA's Chico Chapter 110
Order of Offers/Increase in Hours/1-on-1 Aides**

3.3 After transfer requests have been considered under the provisions of Section 6.4.1, assignment of hours which for a particular employee constitutes a change in hours **per day or days per year** ~~of at least 30 minutes~~ for vacant full-time and part-time positions shall be based upon seniority within the classification plus higher classes.


3.3.3.1 Renumber current section 3.3.3.1 to Section 3.3.3.2 and correct by changing "18.5" to "16.5." Add a new Section 3.3.3.1 as follows:

3.3.3.1 In the event a student's Individualized Education Program (IEP) requires an increase in assigned time/days of a currently assigned 1:1 Special Education Aide (1:1 Aide) due to a change in the IEP or a change in the student's grade level, the District will review and consider the recommendation of the IEP team. If the recommendation is to have the current 1:1 Aide continue to be assigned to the student, the District will offer the increased time to the current 1:1 Aide. If the current 1:1 Aide assigned to the student initially declines the increase in hours, the increase in hours will be subject to the provisions of Sections 3.3.3 above and 6.4 et.al (Order of Offers).

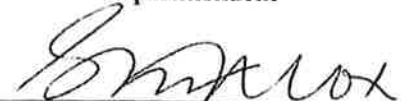
3.5.4 Add new section as follows:

3.5.4 When an employee's part-time assignment is increased by less than thirty (30) minutes by *administrative personnel* the increase in assigned time shall first be offered to that employee. If the employee does not accept the increase in time, the position will be subject to Section 6.4 (Order of Offers) and the employee will be placed in any position within his/her classification that becomes vacant with equal or less hours than their current assignment (prior to the increase in hours). If no vacant position occurs under the order of offers process, or if the employee is placed in a position with less hours, they will be placed on the appropriate reemployment list.

6.4.2 Employees serving in the same classification as the vacant position for whom an appointment to the position would constitute an increase of ~~at least 30 minutes~~ **in hours per day or days per year** may exercise a seniority right to the open position. Offers will be made to employees who have submitted letters of interest in descending order of seniority. This step may be considered simultaneously with Step 6.4.1. (See Article 3.3.3, Increase or Decrease in Assignment of Hours)


Bob Feaster, CUSD
Assistant Superintendent

11-8-11
Date


Susie Cox, CSEA
Chapter President

11-8-11
Date



Patrick, CSEA
Chapter Negotiations Chairperson

11-8-11
Date


**Memorandum of Understanding
Between the Classified School Employees Association, Chapter 110 and the Chico
Unified School District**

The Classified School Employees Association, Chapter 110 (Chapter 110) and the Chico Unified School District (CUSD) recognize the following:


1. The Medi-Cal Administrative Activities, or MAA, funding has been extended by Federal Law HR2642.
2. In order to increase possible funding from the MAA program, CSEA, Chapter 110 will actively encourage unit members to participate in;
 - Training for MAA reporting
 - Participate in the Time Study Periods
 - Follow up completion of Time Surveys (a one page document)
3. CUSD and Chapter 110 agree to implement the calculation and disbursement of MAA funds to Chapter 110 for the 2010-11 and 2011-12 school years in the same manner as was done in the agreement for the 2009-10 school year (attached).


Beverly Patrick,
Chapter Negotiations Chairperson

8/11/11
Date


Susie Cox, President
Chapter President

11-8-11
Date

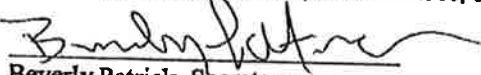

Bob Feaster
Assistant Superintendent
Chico Unified School District

11-8-11
Date


**Memorandum of Understanding
Between the Classified School Employees Association, Chapter 110 and the Chico
Unified School District**

The Classified School Employees Association, Chapter 110 (Chapter 110) and the Chico Unified School District (CUSD) recognize the following:


1. The Medi-Cal Administrative Activities, or MAA, funding has been extended by Federal Law HR2642.
2. In order to increase possible funding from the MAA program, CSEA, Chapter 110 will actively encourage unit members to participate in;
 - Training for the 2009-10 school year
 - Participate in the Time Study Periods
 - Follow up completion of Time Surveys (a one page document)
3. The District will subsequently set aside 50% of all current and future MAA funds received for the fourth quarter of 2008-09 and all quarters of the 2009-10 reporting year, net of expenses.
4. Each year the District will maintain and send to Chapter 110 an Itemized accounting of all expenses related to MAA activities.
5. The District will determine the total number of Chapter 110 FTE for 2009-10 as of February 1, 2010 as a percentage of total FTE District employees for 2009-10. This will be used to identify the percentage, or share, of MAA funds due Chapter 110 for the 2009-10 reporting year. The District will apply that percentage to 50% of the net MAA earnings received for the 2009-10 reporting year.
6. With respect to distribution of funds, this MOU supersedes the similar MOU of August 20, 2008. The amount available for distribution will be provided to Chapter 110 by CUSD. Within sixty (60) days of this notification, Chapter 110 will notify CUSD of their decision regarding how they choose to distribute these funds. This distribution will be limited to equitable distribution to Chapter 110 members and/or being placed in an account maintained by the District. Such funds will be used for purposes that are in compliance with District policies. This could include, but not limited to professional development activities, one time equipment purchases, etc.


Beverly Patrick, Secretary
CSEA, Chapter 110

9/3/09
Date


Susie Cox, President
CSEA, Chapter 110

9/3/09
Date


Bob Feaster
Assistant Superintendent
Chico Unified School District

9-3-09
Date