

**CUSD/CHICO CHAPTER 110, CSEA COLLECTIVE BARGAINING
AGREEMENT SIDEBAR**

"Meeting the Needs of Orthopedically Handicapped Students"

The District and the Chico Chapter 110, CSEA mutually agree to the following personnel selection procedures to perform noninvasive personal procedures (e.g., diapering, toileting needs) of orthopedically handicapped students.

The selection criteria for individuals who will perform these procedures will be:

1. When appropriate, offered to the parent or District approved designee.
2. Assigned to site personnel who are employed in classifications that in the particular job description and who were hired after 9/1/93 in said classifications, (i.e., Health Aide and Instructional Assistant-Special Education) will be required to perform such procedures.
3. If an on-site Health Aide who was hired prior to 9/1/93 is not interested in performing the procedures, the tasks will be offered to other Health Aides or other staff on site who are willing and able. Selection will be at District discretion.
4. If an on-site Instructional Assistant-Special Education who was hired prior to 9/1/93 is not interested in performing the procedures, the tasks will be offered to other Instructional Aides-Special Education or other staff on site who are willing and able. Selection will be at District discretion.
5. After criteria #3 or #4 have been considered, if a Health Aide or Instructional Assistant who was hired prior to 9/1/93 declines to do the procedure they may be transferred (whole or part of the position, at District discretion) to another site so that another employee will be available to do the procedure. For these two classifications, the District discretion to transfer supersedes the transfer Article 6.1 of the Collective Bargaining Agreement.

Meeting the Needs of Orthopedically Handicapped Students

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6. Unit members performing these tasks will receive a 2.5% stipend (i.e., current salary plus 2.5%). Stipends will be paid monthly and be reviewed each semester. If the students receiving the services leave prior to the end of the semester or trimester, the employee performing the tasks will continue to receive the stipend until that semester ends. In this situation, the stipend would automatically stop at the end of the semester. The semester is defined as the student grading period of the school involved. Once started the employee must finish the semester. Notice to discontinue the task by either the employee or the District must be given 30 days prior to the end of the semester.
7. Personnel listed as back-up in cases of emergency will receive a stipend equal to 2.5% of their salary for each day they actually are involved in performing the procedure.

The parties specifically acknowledge and concur that agreement shall not constitute nor be construed to be a modification of the CUSD/Chico Chapter 110 CSEA Collective Bargaining Agreement and/or the CUSD Merit System Rules and Regulations; establishment of a past practice; or for any other purpose except as provided herein. The parties further specifically acknowledge and concur that this agreement shall not be used to interpret or construe any District job description.

<u>Jim Sands/s/</u>	<u>7/16/97</u>
Chico Unified School District	Date

<u>Joanne Larson/s/</u>	<u>7/16/97</u>
Chico Chapter 110, CSEA	Date

<u>Nancy St. Louis/s/</u>	<u>7/16/97</u>
Chico Chapter 110, CSEA	Date

CUSD/Chico Chapter 110, CSEA Collective Bargaining Agreement Sidebar

Orthopedically Handicapped/invasive Procedures

PURPOSE

This Memorandum of Understanding reflects the combined efforts of both participating agencies to provide specialized medical services to students needing invasive procedures, such as catheterization of bladder, tube feeding, etc., in order to attend school in Chico Unified School District.

All students are entitled to be treated in a professional manner, with respect, consideration and kindness. It is the goal of both parties to provide required specialized health services to orthopedically handicapped students without impacting health related services provided to total student population and staff.

TERMS

This Memorandum of Understanding (MOU) shall be effective beginning August 1, 1997.

ALTERATION OF TERMS

It is mutually agreed that this agreement may be modified or amended upon the written mutual consent of parties hereto.

AGREEMENT

Based on the special needs of the individual orthopedically handicapped student and resources available at the student's school site, an outside agency may be hired by CUSD to do specialized invasive medical procedures, such as catheterization of the bladder, tube feeding, etc. at the school site on a daily or as needed basis.

FACILITIES

A private area, supplies and necessary equipment will be provided at the student's school site.

SUPERVISION

Services contracted to an outside agency will meet all mandated requirements and will be supervised by District personnel.

The parties specifically acknowledge and agree that agreement shall not constitute nor be construed to establish a past practice or for any other purpose. The parties further agree and acknowledge that this agreement shall not be used to interpret or construe any District job description.

<u>Jim Sands/s/</u>	<u>7/16/97</u>
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