

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Chico Unified School District**  
**and the**  
**California School Employees Association, Chapter #110**

The intent of this MOU is to combine the classifications of Instructional Assistant-Special Education, Instructional Paraprofessional Specialized-Classroom/Instructional Paraprofessional Specialized-Healthcare, and Instructional Assistant into the new classification of Instructional Paraprofessional. It is believed by the parties that consolidation of the classifications results in greater opportunities for employees and creates greater efficiencies for school operations. It is agreed that through integration of special education students into classrooms that the makeup of students in classrooms are changing and that one classification of Instructional Paraprofessionals best meets the needs of the students of the school district. It is also agreed that combination of these classifications provides more options for incumbents in terms of transfers and changing their hours, provides fair pay for specialized duties when appropriate, and protects our most senior incumbents.

1. Consolidation of Classifications:

- Instructional Paraprofessional Specialized-Classroom (IPS-Classroom)
- Instructional Paraprofessional Specialized-Healthcare (IPS-Healthcare)
- Instructional Assistant-Special Ed (IA-Special Ed)
- Instructional Assistant (IA, Grandfather)

2. Seniority:

At the time of consolidation, employees holding a position in more than one of the above classifications will retain their most senior date.

For example: If an employee holds an IA-Special Education position with a seniority date of 1/1/2006 and an IPS-Healthcare position with a seniority date of 3/1/2009, the employee will retain the 1/1/2006 seniority date.

At the time of consolidation, employees holding a position in the same classification with the same seniority date will retain their current seniority order on the seniority list. For example:

IA-Special Ed	8/1/2015	1	Doe	Jane
IA-Special Ed	8/1/2015	2	Smith	John

Based on the example above, Jane Doe would retain her placement over John Smith on the seniority list at 8/1/2015.



At the time of consolidation, employees with the same seniority date but in different classifications will have the tie in seniority broken by a lottery, CBA 13.11.1.

For example:

IA-Special Ed	8/1/2015	1	Doe	Jane
IA-Special Ed	8/1/2015	2	Smith	John
IPS-Healthcare	8/1/2015	35	Jones	Tom
IPS-Classroom	8/1/2015	27	Doe	Jack

3. Internal Notices: Job Site Transfer/Seniority, Re-employment, and Lateral Transfer notices will include in the notice:
  - Hours Per Day
  - Days per Week
  - Work Year Calendar
  - Start/End of Shift Times
  - Classroom Teacher
  - Position Type (1:1, ED, SDC, Autism, etc.)
  
4. Stipends: A stipend of 2.5% of the employees' current hourly wage will be paid to employees administering one or all approved procedures that require training. Examples of procedures requiring training are:
  - All types of tube feeding
  - Measuring and administering of certain approved medicines
  - Suctioning
  - Nebulizer treatments
  - Toileting
  - Lifting
  
5. Stipends will commence on the first day of an assignment requiring the Paraprofessional to provide an approved, trained-upon procedure and will continue, whether or not the employee actually performs any of the procedures, until the end of the pay period when it is determined by the program administrator or designee that services are no longer needed. Employees will be notified of the procedure/stipend cancellation.

For an employee who transfers from a position requiring the employee to administer an approved, trained-upon procedure to a position that does not require the employee to administer an approved, trained-upon procedure, the stipend will end on the last work day in the position that required the administration of the approved, trained-upon procedure.



6. Paraprofessionals may be assigned to perform any of the procedures on a temporary/substitute basis. Temporary assignments occur during the absence of the regularly assigned Paraprofessional or while recruiting to fill a vacant position. If assigned on a temporary basis, the Paraprofessional will receive the stipend for each day so assigned, whether or not the employee performs the above duties during the day(s) assigned. Payment of a stipend for a temporary assignment will be noted on the employee's Substitute/Extra Assignment sheet or other appropriate document.
7. It is the responsibility of the program administrator or designee to periodically review all assignments receiving a stipend to determine continuation of an approved procedure. If the administrator/designee determines that the services are no longer needed, he/she will notify the Paraprofessional advising that the stipend will cease at the end of the pay period.

It shall be the responsibility of the administrator/designee to notify the Payroll department to stop payment of the stipend at the end of the pay period. Failure to notify the Payroll department will entitle the Paraprofessional to continue receiving the stipend until the end of the pay period during which the Payroll department is notified.

8. Stipends for employees assigned to a position requiring the administration of any of the approved procedures applies to all days in a paid status, including sick leave, personal necessity, vacation, holidays, etc.

Stipends for employees assigned to a temporary/substitute position requiring the administration of any of the approved procedures applies only to the work days the employee is actually assigned the duties.

9. Training: Employees will receive paid training in the area(s) listed in #3 above, or other agreed upon procedures, for work that they previously have not performed and for which they will receive a stipend either as part of their permanent assignment or as a substitute for a current employee or vacancy. Training of any of the above duties will occur prior the first day of the assignment.
10. Grandfather: Except as a result of the elimination of his/her position, all Instructional Assistants (IA) hired prior to 12/03/2013 affected at the time of the consolidation will be grandfathered to allow them to remain in classrooms serving the same types of students that they served prior to the merger. Such employees will not be required to serve a different student population except as a result of the elimination of his/her position and subject the process outlined in 10(a) below. Nothing in this section is intended to prohibit such employees from applying for a voluntary transfer into any other position in the classification (IA) that they are currently assigned.



Except as a result of the elimination of his/her position, all Instructional Assistants hired after 12/04/2013 affected at the time of the consolidation will be grandfathered for one (1) year to allow them to remain in classrooms serving the same types of students that they served prior to the merger. Such employees will not be required to serve a different student population except as a result of the elimination of his/her position and subject the process outlined in 10(a) below. Nothing in this section is intended to prohibit such employees from applying for a voluntary transfer into any other position in the classification (IA) that they are currently assigned.

11. This section does not apply to Paraprofessionals hired after the date of consolidation. Every employee who is hired under the new job description that consolidates the above-mentioned classifications will be required to perform the duties under the job description and will have no right of consideration of a final decision by an administrator of their assignment.

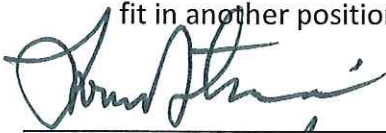
If a current IA accepts an assignment outside of a current traditional IA assignment, the employee is no longer considered grandfathered for IA purposes.

- a. In the event that a grandfathered employee's position is eliminated, he/she shall first be allowed to bump into another less senior "*Paraprofessional*" position to protect both his/her work profile (IA) and assignment type (regular education v. special education). If there are no grandfathered "*Paraprofessionals*" with less seniority, or if there are no "*Paraprofessional*" positions that protect his/her work profile (e.g. Hrs/day, days/week, days/year) and assignment type, the District will seek volunteers to swap positions who have the same work profile (e.g. Hours/day, days/week, days/year) and assignment type. If there are no volunteers, the District will continue the layoff process.
  - b. For employees displaced from their grandfathered position, the District will make reasonable efforts to place the displaced employee back into a traditional IA position. The District will follow the order of offers for vacant traditional IA position.
  - c. If IA employees who would like to transfer to a vacancy in the new classification within 30 days of the signing of the TA, the employees can transfer and will retain their current seniority date in the IA classification. However, the employees' grandfathering rights will cease with the transfer.
  - d. If an IA position is eliminated or an incumbent leaves his/her assignment, such as retirement, resignation, transfer, or promotion, the Order of Offers as established in the CBA is followed and any open position remaining is permanently eliminated.
12. Recordkeeping: The District will create, prior to the implementation of this agreement, a master database that reflects the current assignment of each employee holding a regular position in the classifications affected.
  13. Review: The District and CSEA will meet 3 to 6 months after the signing of this agreement to make any agreed changes as necessary.



14. New Hires: If a new employee, during his/her probationary period, requests to work with a different student subgroup (ie: Autism vs. Emotional Disturbed or Severely Handicapped), the program administrator will release the employee from the current position and the employee will return to the eligible list for the remainder of time the eligible list is in effect. The employee cannot accept any position with the same student subgroup from which the employee was released. If the employee is rehired from the eligible list to a subgroup from which he/she was not released, the employee begins a new six (6) month probationary period and the employee cannot request a transfer for a period of one year to the original subgroup from which the employee requested removal and was released.

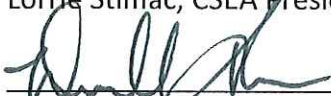
The administrator will determine whether the probationary employee was unable to effectively work with the subgroup versus the employee was not meeting the requirements of the job because of poor performance or cause issues and will decide if the employee might be a good fit in another position; thus returning the employee to the eligible list.



Lorrie Stimac, CSEA President – Chapter 110

Date

3/23/17



Danielle Penne, CSEA Bargaining Member

Date

3/23/17



Jim Hanlon, Assistant Superintendent  
Chico Unified School District

Date

3/23/17

# TENTATIVE AGREEMENT

between the

**Chico Unified School District**

and the

**Chico School Employees Association  
(2016-17)**

The Chico Unified School District ("District") and the California School Employees Association, Chapter 110 (Association" or "CSEA 110") are parties to a collective bargaining agreement that will expire on November 15, 2018.

The Parties agree to the following modifications (**highlighted** and ~~strikethroughs~~) of the collective bargaining agreement. **Highlights** signify additions/changes to the contract. **Highlights** signify agreements not included in contract language. ~~Strikethroughs~~ signify deletions to the contract.

This Tentative Agreement shall fully resolve all bargaining for the 2016-17 school year (except **Trigger Language**).



Lorrie Stimac, CSEA President

3/23/17

Date



3/23/17



Jim Hanlon, Assistant Superintendent  
Chico Unified School District

3/23/17

Date

**ARTICLE 2  
WAGES**

*Note: Any section or sub-section for all articles not noted for change (strikethrough or highlighted) below shall remain status quo.*

**2.1 Base Pay**

The salary schedule for unit members as defined in Article 1.3 of the Agreement shall be in accordance with the Schedule A-3, CUSD, Chapter 110, CSEA, Salary Schedule.

~~Utilizing the Department of Finance's LCFF gap funding percentage projections for 2015/16 and 2016/17, the following salary schedule improvements shall be made:~~

- ~~1. Effective July 1, 2014, improve the classified salary schedule by 3%.~~
- ~~2. Effective January 1, 2016, improve the classified salary schedule by 6%.~~

1. Effective July 1, 2016, improve the classified salary schedule by 1%.

2. As part of one-time dollar allocations (**\$659,000 for the CSEA unit**), the district shall pay a lump sum payment of \$1,572 for each 1.0 FTE employee that is in a paid status on the date of the Tentative Agreement ratification. Part-time employees shall receive a pro-rata payment.

**Trigger Language:**

**Since the LCFF calculator in the 2016-17 original budget or 2016-17 2<sup>nd</sup> Interim budget is greater than \$95,976,415 the parties agree to reopen Article 2 for the 2016-17 school year.**

**2.21 Stipends**

Any employee in the following job classifications that perform personal procedures (as per IA/IPS Consolidation MOU) for students shall be paid a 2.5% stipend (i.e. current salary plus 2.5% total). Stipends will be paid by pay period and reviewed periodically by the Director of Student Services or his/her designee.

- IPS Classroom
- IA – Special Ed
- IPS Healthcare
- IA

INITIALS:

CSEA 

DISTRICT 

(Please refer to IA/IPS Consolidation MOU dated March 2017.)

The Director of Student Services or designee will determine which staff is fulfilling this responsibility and will therefore receive the stipend.

Personnel listed as back-up in cases of emergency will receive a stipend equal to 2.5% of their salary for the period of time they are responsible for performing the procedure.

## ARTICLE 7 HEALTH AND WELFARE BENEFITS

7.1 For the ~~2014/15~~ 2016-17 school year the maximum District contribution for a full time regular employee shall be \$964 \$1,032 per month for medical insurance premiums noted below. Effective January 1, 2016 the maximum District contribution will increase to \$1,022 per month. ~~Part-time employees shall receive a pro-rata contribution as is the current practice.~~ Part-time employees shall receive a pro-rata contribution as is the current practice.

Commencing with the 2016/17 negotiations and continuing thereafter, the District's required contribution for medical insurance premiums for active employees will be adjusted by the same percentage that is applied to the salary schedule for that year. The District's required contribution for medical premiums shall be included with salary costs when computing the cost of applying an adjustment to the salary schedule and to the District's required contribution for medical insurance premiums for active employees.

## ARTICLE 5 LEAVES

5.5.2 Personal necessity leave may be taken in ~~one (1)~~ 1/4 hour increments subject to the provisions of section 5.2.2 and its subsections.

5.2.2 Illness or injury leave may, at the employee's discretion, be taken in ~~one~~ 1/4 hour increments subject to the following provisions.

INITIALS:

CSEA                      *W/S*

DISTRICT                      *W/S*

5.2.2.7 Use of a ¼ hour increments must be used at the start or end of the work day or at the start or end of the lunch break. Any other use of ¼ hour increments of Sick Leave time must have the approval of the supervisor.

**ARTICLE 8  
SAFETY CONDITIONS OF EMPLOYMENT**


8.5 All employees shall be notified of the use of video cameras located on District property or school buses. Drivers will receive required training on all video cameras located on 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 15  
TRANSPORTATION**

~~15.7 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.~~

This tentative agreement fully resolves all negotiation issues sunshined and/or mutually agreed to open between the parties for the 2015-2016 school years.

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION,  
CHAPTER 110

  
\_\_\_\_\_  
Lorie Stimaq, CSEA President

Date: 3/23/17

FOR THE CHICO UNIFIED  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Jim Hanlon, Assistant Superintendent  
Chico Unified School District

Date: 3/23/17

