

Memorandum of Understanding
between
the Chico Unified Teachers Association
and
the Chico Unified School District

RE: Voluntary Transfer to/from a “Special” program

This MOU will become effective immediately upon the approval and signature of both CUTA and CUSD. The MOU will expire on June 30, 2024 and may be renewed with the mutual agreement of CUTA and CUSD.

CUSD and CUTA agree to the following provisions regarding the mutually agreed upon and voluntary transfer of a unit member from a *special* program to a *regular* education program, from a *special* program to a different *special* program (i.e. SDC, RSP, Independent Study, etc.) or from a *regular* education program to a *special* program.

Definitions:

Regular Educational Program: a regular, rostered classroom that includes contractually agreed starting, end times, class size maximums, and structured prep time allowances. Examples of these classes include but are not limited to TK, Kindergarten, 3rd Grade, 5th Grade, English 7, Science 8, Chemistry, PE-10 or AP Government.

Special Program: any class other than a Regular Educational Program. These assignments may have irregular start and end times, unique class/caseload sizes and flexible prep time allowances. These types of classes include but are not limited to Opportunity Classes, Alternative Education, Independent Study, After School Programs, Immersion and Special Education Programs.

The parties agree that if a unit member is hired specifically for a Special Program and is offered a different type of Special Program or a Regular Educational Program placement, the unit member agrees that they may be transferred back to their original assignment should administration determine that the reassignment is not beneficial to students. The decision of administration is final and not open to appeal.

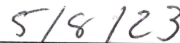
Additionally, if a unit member is hired specifically for a Special Program and is offered a different type of Special Program (i.e. SDC Mod/Severe, SDC Mild/Mod, RSP, Preschool, etc.) the unit member agrees that they may be transferred back to their original assignment should administration determine that the reassignment is not beneficial to students. The decision of administration is final and not open to appeal.

The District has up to two years to determine if the reassignment and/or transfer has been beneficial to students. In order for the reassignment back to the original assignment to happen, the unit member must be notified on or before May 1st of the second year of placement. The reassignment back to the original placement will happen at the start of the following year after notification by administration. After May 1st of the second year, the unit member will be considered permanent in their newly assigned position and has all the rights as defined in Article 11 (Assignment, Reassignment and Transfer Policies). The parties note that the MOU expires on July 1, 2024, but should a unit member receive a transfer with less than two years remaining on the MOU then the two-year reassignment language back to the original assignment will still apply.

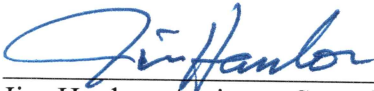
All other provisions of the CBA will stand as is unless mutually agreed to by both parties.



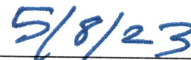
Kevin Moretti, President, Chico Unified
Teachers Association (CUTA)



Date



Jim Hanlon, Assistant Superintendent
Chico Unified School District



Date