Memorandum of Understanding (MOU)  
Between  
California School Employees Association  
and its Chico No. 110 (together “CSEA”)  
And the  
Chico Unified School District (“District”)  
July 1, 2022

RE: COVID RELATED OPERATIONAL EFFICIENCY CHANGES

This MOU will expire on July 1, 2023 unless CSEA and the District (the “parties”) agree to extend. Both parties understand that the use of COVID related funding as it relates to this MOU will be to address learning recovery. This agreement replaces the previous MOU that allowed only Instructional Paraprofessionals (IP) to receive COVID related funding. Both parties understand that all COVID related funded positions and/or hours will end on July 1, 2023 and/or once all COVID related funding has been exhausted.

Furthermore, CSEA and the District recognize that the use of COVID related funding is predicated on site need. Therefore, the parties agree to the following:

- Employees in COVID funded positions will be hired as “COVID positions” to allow these employees to receive benefits associated with these hours for the 2022-2023 school year.
- All current COVID funded IP positions that were filled in 2021-2022 will remain filled by the incumbent in 2022-2023.
- The District shall have the ability to select employees by site to fill positions that utilize COVID related funding.
- If a position is filled by site, the District must offer it with the following conditions:
  1. Availability of employees in a classification to accept without modifying their current work hours.
  2. If no one can accept the hours without modifying their work schedule then employees within the same classification are offered the position through the modification of hours by seniority. (Based upon site needs)
  3. If no one can accept the position at the site level then the position is offered through the Districts order of offers.
  4. If the position is not filled through the order of offers, than the site can then offer the position to other classifications at their site. As an example, if an IP position is offered and no one is selected at the site or through the Order of Offers than the position can be offered to other staff members at the school site. Employees who are offered an IP position and are not currently an IP must pass the No Child Left Behind (NCLB) requirement to accept the position.

- If a permanent employee picks up a position that is funded through COVID related funding, when the position is no longer funded the employee will return to their previously held or similar position and previously held hours. Both parties recognize that
permanent employees under this agreement will not have any layoff rights in COVID funded positions.

- If a new employee to the District is hired into a position that is funded by COVID dollars the employee’s hours from the COVID funded position will be counted and credited for seniority. If there is no employment opportunity (open position) upon the completion of this agreement the new employee will be laid off and have layoff rights.

- Any increased time that an employee is provided to work under COVID funding will be accrued as extra assignment. The Chapter agrees to waive the 20-day extra assignment rule. The primary reason for this is that our AESOP/Escape systems cannot otherwise easily track and appropriately pay these employees.

All other provisions of the CBA will stand as is unless mutually agreed to by both parties. This agreement does not set any past practice or precedent.

Lori Sullivan – President, CSEA Chapter #110  
Date 5/25/22

Bonnie McCarthy- Lead Negotiator, CSEA  
Date 5/26/22

Veronica Sanchez – Labor Relations Rep  
Date 5/25/22

Jim Hanlon – Assistant Superintendent, CUSD  
Date 5/25/22
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and its Chico No. 110 (together “CSEA”)  
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July 1, 2022  

RE: Agreement to Place Specific Classifications at Higher Step  

This MOU will expire on July 1, 2023 unless CSEA and the District (the “parties”) agree to extend. Both parties recognize the great difficulty in recruiting numerous job classification including but not limited to Instructional Paraprofessionals, Nutritional Services and Custodians. Therefore, the parties agree to the following:  

- Upon failure by the District to fully hire all positions in any given classification the District may elect to place newly hired employees at any step up to step 4 on the salary schedule.  
- If the District raises the starting pay rate in any classification above step 1, then the following shall occur: All employees who work in the same classification and are currently below the new starting pay rate shall be assigned the same step placement as the new employee.  
- Any raise or placement in step shall be permanent.  
- Should sites choose to interview together, the District cannot interview more than eight (8) candidates at a time per open position.  

All other provisions of the CBA will stand as is unless mutually agreed to by both parties. This agreement does not set any past practice or precedent.  

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Jim Hanlon – Assistant Superintendent, CUSD