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

RE: Reduced Workload Program

This MOU will become effective immediately upon the approval and signature of both the CUTA and CUSD bargaining teams. This agreement will be in effect for the 2027-28 school year only. The parties may agree to extend the MOU with mutual agreement or agree to include it in the next Tentative Agreement.

Current contract language included in 6.25, all inclusive, will be replaced with:

6.25 Part-Time Employment Full-Time Retirement Credit

Bargaining unit members, at their own option and subject to District approval, may, under the following conditions, elect to reduce their workload from full-time to part-time and receive full credit toward retirement. Unit members shall submit an annual request for a reduced workload by February 1, 2027 for the following school year by submitting the applicable Reduced Workload Agreement (see 6.25.14). Upon receiving the request from a unit member, the District may grant the request unless operational concerns outlined in 6.25.3 prevent it, or additional mutually-agreed upon operational concerns exist. For any denial, the District will provide a written explanation to the unit member and the Association as to the reason for the denial.

6.25.1 Unit members must have been employed full-time in the District in a position requiring certification for at least ten years, of which the five years immediately preceding were full time employment. Sabbaticals and other approved leaves do not constitute a break in service; however, such leave is not used to compute the five (5) years full-time service requirement prior to entering the program.

6.25.2 Unit members must have reached age fifty-five (55) prior to reduction in workload; however, unit members may not be older than age sixty-five (65). Unit members in the program who reach sixty-five (65) years of age during a school year may continue on a part-time basis through that school year.

6.25.3 The option of part-time employment may be denied and/or revoked by the District under the following circumstances.

> 6.25.3.a If the District, after a good faith effort to build a pool of volunteers and/or applicants, is unable to hire a part time employee to pair with the unit member requesting a reduced workload, the District may deny and/or revoke the request for a new or already-existing reduced workload. Such a decision shall be shared with the unit member requesting a reduced workload by May 15. If the District revokes a member's reduced workload, the District shall notify the member of their full-time assignment for the upcoming academic year by the last day of the current academic year. Unit members may choose to resign.
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> 6.25.3.b If the District determines one, or more of the below factors have been substantiated, the reduced workload may be denied and/or revoked:
> - A lower attendance rate for students as compared to the site average
> - A higher rate of discipline as compared to the site average;
> - Below standard academic achievement for the class as compared to site average;

- A higher rate of parent complaints as compared to site average; or
- The cost of the job-share exceeds that of a full-time assignment for the classroom.

If the District is denying and/or revoking a unit member's reduced workload in accordance with 6.25.3.b, the District shall notify the unit member by May 15. If the District revokes a unit member's reduced workload, the District shall notify the unit member of their full-time assignment for the upcoming academic year by the last day of the current academic year. Unit members may choose to resign.

6.25.4 Unit members shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which unit member makes payments that would be required if the unit member remained under full-time employment.

6.25.5 Unit members shall receive full health benefits, in the same manner as a full-time unit member.

6.25.6 Minimum part-time employment shall be equivalent to one-half (1/2) the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.

6.25.7 A unit member who meets minimum qualification and participating requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a fulltime basis. Unit members failing to meet all of the requirements in 6.25.1, 2 and 6, will receive only that service credit based on the ratio of earnings to earnable salary and will not receive service credit that would have been received if employed on a full-time basis.

6.25.8 This option is limited to a period of ten (10) years of such part time status.

6.25.9 A unit member who chooses this option and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if employed on a full-time basis. Part-time status shall be based on a full school year, with minimum compensation paid on time worked equal to no less than one-half (1/2) time. Unit members can elect to be paid on a monthly basis for eleven (11) or twelve (12) months.

6.25.11 Part-time certificated personnel are responsible for the completing one of the following:

6.25.11.a Refer to the Non-Job Share Reduced Workload Agreement (Appendix __)

6.25.11.b Refer to the Job Share Reduced Workload Agreement (Appendix __)

6.25.12 Ninety (90) days of service, exclusive of sick leave, bereavement leave or personal necessity leave, are required in this program.

6.25.13 Unit members may not end a Reduced Workload assignment during the current school year. Participation is limited to ten (10) years. At the end of the ten-year, part-time employment period, a unit member is required to submit a resignation. Unit members may resign prior to the end of the ten-year, part-time employment period.

6.25.14 **Reduced Workload Agreement**

Upon approval of a Reduced Workload assignment, the District shall provide the contact information in a timely manner for the unit member hired to backfill the Reduced Workload

assignment in a Job Share. Unit member will confer with their site supervisor to complete the applicable Reduced Workload Agreement.

Unless extended by mutual agreement of the Parties, this MOU shall expire at the conclusion of the 2027/2028 academic year. 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.

Charles Snyder, President, Chico Unified Teachers Association (CUTA)

6/1/26
Date

John Shepherd, Assistant Superintendent Chico Unified School District

6/1/26
Date