TENTATIVE AGREEMENT
between the
Chico Unified School District
and the
Chico Unified Teachers Association
(2025-26)

*Note: Any section or sub-section noted in **red** reflect an addition and ~~strikethroughs~~ reflect deletions. All other language in the Collective Bargaining Agreement shall remain status quo.*

The parties agree that this Tentative Agreement will conclude all negotiations for the 2025-26 school year.

_____ _____
Charles Snyder, CUTA President Date

_____ _____
John Shepherd, Assistant Superintendent Date

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SUMMARY
A Two-Year Agreement
(2026-2027, 2027-2028)

General Changes:

Effective through ~~August 31, 2026,~~ June 30, 2028

Appendix B: Waiver Application--application still has 85%; needs to be changed to 75%

Recognition Clause:
3.1 The District recognized the CUTA as the exclusive representative for those unit members for which the CUTA was recognized pursuant to action by the District dated May 5, 1976, and as modified thereafter by negotiation, specifically being a unit of all certificated employees holding the following positions: alternative education teachers; classroom teachers; college connection teachers; counselors; grant writers; ERMHS clinicians; grant-funded teachers; grant-funded release positions; intervention teachers; independent study teachers; nurses; library media teachers; on-line teachers; pre-school teachers; reading and music specialists; speech and language specialists; school resource teachers; social workers; special education teachers; summer school teachers; adult education teachers; afterschool program coordinators; prep-time providers; provided, however, that specifically excluded from representation are substitutes, psychologists, home teachers, special consultants, as well as management employees, confidential employees, and supervisory employees as designated by the District. The only employees governed by this Contract are those included within the unit. The District agrees to meet and negotiate only with the duly- authorized representatives of the CUTA.

A. Salary Schedule

Change salary schedule to say column instead of class

Proposed Compensation Language (2026-27 & 2027-28)

- If the final percentage from 2025-26 is adjusted up or down for any reason, a true-up related to 2025-26 will occur as follows:
  - In September 2026, the actual percentage for the 2025-26 formula will be determined. A true-up will be applied to salary schedule wages with an effective date of July 1, 2026. The adjustment will not reduce the salary schedule or result in a negative salary change.
  - Implementation of the revised salary schedule will occur on the October 31, 2026 paycheck. A separate retroactive check for salary schedule wages will be issued by November 20, 2026. If the true-up is less than 0.50%, the retroactive percentage will not be applied to Extra Assignment, Health and Welfare benefits, and any other form of compensation.

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· For 2026-27 (Year 1), the salary schedule and associated compensation items will be increased based on 100% of the Local Control Funding Formula (LCFF) per-ADA percentage change over prior year. This change will be implemented on July 1, 2026. If the per-ADA percentage change is negative, then there will be zero change to the salary schedule. The formula will not result in a negative salary schedule change.

· For 2027-28 (Year 2), the salary schedule and associated compensation items will be increased based on 100% of the LCFF per-ADA percentage change over prior year. This calculation will be based on the LCFF Calculator as of September 15, 2027 and the implementation of any increase will be on the October 31, 2027 paycheck. If the per-ADA percentage change is negative, then there will be zero change to the salary schedule. The formula will not result in a negative salary change.

· In Year 2, if the final per-ADA percentage change over prior year is adjusted up or down due to any reason, a true-up related to the prior year will occur as follows:

  o In September 2027, the actual percentage for the 2026-27 formula will be determined. A true-up will be applied to salary schedule wages with an effective date of July 1, 2027. The adjustment will not reduce the salary schedule or result in a negative salary change.

  o Implementation of the revised salary schedule will occur on the October 31, 2027 paycheck. A separate retroactive check for salary schedule wages will be issued by November 20, 2027. If the true-up is less than 0.50%, then the retroactive percentage will not be applied to Extra Assignment, Health and Welfare benefits, or any other form of compensation.

Article 6
Hours of Employment

6.5.1(d)

Elementary (inclusive of preschool) ESN ed specialists may voluntarily trade six (6) of their twelve (12) prep days for a 0.035 salary factor. They must submit their choice to voluntarily trade six (6) of their twelve (12) prep days for a 0.035 salary factor in writing to the Director of Special Education and their site admin by the first contractual workday of the year. The default for no choice remains the contractual 12 prep days.

6.12.3 [...]

Teachers must be notified thirty (30) calendar days in advance of Open House and no later than the first day of school for Back to School Night. Back to School Night may be scheduled on one of the two workdays before the first student day of the school year, subject to a vote by site members following the procedures in 6.26. The vote must be held before the end of the previous school year.

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6.12.4

The classroom teacher will work additional time necessary to complete the responsibilities enumerated in this section. These responsibilities are to be completed at the discretion of the individual teacher within time frames as directed by the District:

~~(b) keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship, and other student reports and records. All CUSD secondary classroom teachers will utilize the AERIES grade book and grade reporting components. This will be utilized by teachers such that (to the extent that students have turned in work in a timely manner) a parent/guardian, other teacher, school counselor, administrator, or other essential staff can reasonably track student progress;~~

(b) keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship, and other student reports and records. All CUSD secondary classroom teachers will utilize the AERIES grade book and grade reporting components. This will be utilized by teachers such that (to the extent that students have turned in work in a timely manner) a parent/guardian, other teacher, school counselor, administrator, or other essential staff can reasonably track student progress. Aeries gradebooks for each class will be established by the beginning of the sixteenth (16) day of each semester;

6.12.5

All classroom elementary school teachers for grades TK through six (6) and Alternative Education School teachers shall be provided with a ten (10) minute morning and a ten (10) minute afternoon unassigned relief period each day, less student passing time as scheduled at the District's discretion.

6.14. Counselors, Nurses, Library Media Teachers, Special Education Teachers, and Speech Therapists

6.14.3

The regular school year for Counselors, Nurses, Library Media Teachers, Special Education Teachers, and Speech Therapists may be extended to include up to a maximum of ten (10) extra work days for extra pay at each person's daily rate of pay. Any and all such extra work days, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior to, subsequent to, or during the regular school year, or any combination thereof. Such extra work days shall be scheduled only on days the District office is open.

6.16 Unit Members Without Class Rosters

6.16.1 This group includes, but not limited to, music teachers, elementary prep time teachers, Speech and Language Therapists, Elementary Resource Specialist, Title 1 Teachers and elementary English Language Development (ELD) teachers. The work year, the total number of work days for each work year, the total number of teaching work days, nonstudent day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article.

(a) Prep time will be scheduled within the work day without utilizing a substitute. If it is not possible to schedule prep time within the workday, unit members will collaborate with immediate supervisor to ensure comparable prep time with other unit members.
(b) Speech therapists will continue to develop their daily schedule, and they will be provided with up to 12 release days per year at the speech therapist's discretion in order to complete prep-related activities.

Article 7
Class Size

7.1.3(e)
~~Prep time providers~~ Elementary Subject Specific Teachers (formerly Prep Time Provider) in Class A, provide eleven (11) full sessions and one-half (½) session of elementary prep time, as defined in 6.5.1. Class A providers are considered full time at 27 classes if on 2 or less sites and 25 classes if on more than 2 sites.

~~Prep time providers~~ Elementary Subject Specific Teachers (formerly Prep Time Provider) in Class B, provide twelve (12) half sessions of elementary prep time, as defined in 6.5.1. Class B providers are considered full time at 53 classes.

~~Prep time providers~~ Elementary Subject Specific Teachers (formerly Prep Time Provider) in Class C, provide thirty four (34) sessions of thirty minutes each of elementary prep time, as defined in 6.5.1. Class C providers are considered full time at 35 classes. If Class C providers are music teachers, band (or other activities that take longer than 30 minutes) will count as two (2) classes.

Article 8
Wages

8.5.1.(e)
Step-to-step progression of unit members on the salary schedule will be based on a full year of experience and will be made at the beginning of each regular school year. A "full year of experience" will be earned by a unit member who actively delivers, regardless of their F.T.E., ~~no less than four-fifths (4/5) F.T.E. daily~~ their contractual service to the District, including in-District R.O.P. classroom instruction, and/or is on a selected leave(s) as per Article 10, Leave Policies, of this Agreement for at least seventy-five percent (75%) of the working days in the regular school year.
*Note - not applied retroactively. Will be initiated for salary schedule placement for the 2027-28 school year.

8.10.1 Any unit member that presents a letter of retirement to the Human Resources office by February 1st of each year shall receive a ~~$1,000~~ $1,200 stipend. If the member presents a letter of retirement between February 2, and March 1 of each year, the district will pay $~~5~~600. The letter must state that the unit member will retire after the completion of the last day of the school year and that the letter is irrevocable unless otherwise approved by the District. These amounts do not increase unless negotiated.

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NOTE: Appendix A of Article 8 shall be adjusted as noted on the following page.

ARTICLE 8
APPENDIX A
(Effective 7/1/22)

Chico Unified School District
Extra Duty Assignments/Stipends

High School **SPORT**	**HEAD VARSITY**	RELATIONSHIP TO HEAD VARSITY COACH		
		Head Frosh/Soph Head Frosh	Varsity Asst.	Asst. JV Asst. Frosh
Category 1 Baseball, Basketball, Football, Softball, Girls Volleyball	$5,565	75% $4,174	65% $3,617	60% $3,339
Category 2 Sideline Cheerleading, Competitive Cheerleading, Cross Country, Field Hockey, Lacrosse, Ski/Snowboard, Soccer, Swimming, Track, Boys Volleyball, Boys Wrestling, Girls Wrestling	$4,330	75% $3,248	65% $2,815	60% $2,598
Category 3 Golf and Tennis	$3,093	75% $2,320	N/A	N/A
Longevity Factor: For cumulative years of coaching at the high school level in the same sport at any level under CIF guidelines.			After three (3) years, commencing with the fourth year: Stipend plus $321 After five (5) years, commencing with the sixth year: Stipend plus $535 After ten (10) years, commencing with the eleventh year: Stipend plus $1,070 After fifteen (15) years, commencing with the sixteenth year: Stipend plus $1,605	

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Junior High Cross-Country Soccer	1st year - $1,000	2nd consecutive year - $2,000

A. High School/Junior High Athletic Assignment/Stipend

- Starting with new coaches 7/1/16, this is the only salary schedule used by CUSD for all new coaching positions.
- Coaches employed before 7/1/16 may choose to remain on the old factor system as long as they remain ~~in the same coaching position~~ within the same sport.
- Coaches employed in 2015-16 year may stay on factor salary system if they miss time due to a medical leave.
- Any negotiated salary adjustment will be applied to Stipend Salary and longevity.
- Sideline and Competitive Cheerleading will have one Varsity and one Assistant Varsity Coach per season.
- Coaches are eligible for one stipend per season.

Article 9
Health and Welfare Benefits

9.3 **Dental, Vision and Life**

a. For full-time regular unit members in the District shall pay:
the actual cost of the Delta Dental Plan 10 ~~(including a claim limit to $2,200 per person per year and including orthodontics to a $2,000 limit with 50/50 co-pay)~~,
b. the actual cost of the Vision Service Plan 4; and
c. the actual cost of a life insurance plan with a~~t~~ $50,000 death benefit.

9.7 ~~Medical~~ Coverage for Long Term ~~Illness~~ Medical Leave

Unit members who are placed on an unpaid medical leave shall continue to receive the same medical coverage, with the same premium contribution percentage from the District, they received prior to being placed on leave, for a period up to 12 months from the date the unpaid leave began.

9.9.1 To be eligible for retiree medical benefits, the retiree must:
(a) Have served in the District as an employee for a minimum of five (5) years (need not be consecutive). Unit members whose initial hire date is after October 1, 2009, must have served in the District a minimum of ten (10) years (need not be consecutive).
(d) Be currently enrolled in the CUSD medical plan, which includes enrollment in the waiver fee plan, in order to apply for extended medical coverage prior to the end of employment;

Article 10
Leave Policies

10.10.b
(b) Unit members on professional leave shall notify the District of intended return not later than February 1st of the school year prior to return.

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10.11 ~~Maternity~~ Pregnancy-Related Leave

~~An expectant mother may continue working prior to delivery provided that, if she is under a doctor's care, her doctor certifies that she is physically and emotionally able to perform classroom duties.~~

(a) **Pre-birth leave without pay:** ~~Maternity~~ Pre-birth leave without pay may be requested by the expectant mother. ~~Maternity~~ Pre-birth leave may be taken at any time prior to delivery. If she is under a doctor's care, a doctor's statement of expected date of delivery shall be submitted to the administrator in charge of certificated personnel at the time of the request for leave. If she is in unpaid status for an entire calendar month, she must pay the entire cost of the District healthcare premiums to maintain coverage.

~~(b) Following the birth of a child, the unit member may return as soon as her doctor supplies a written release stating that she is able to resume her duties, or, if the unit member is not under the care of a doctor, the unit member supplies a written release stating that she is able to resume her duties.~~ A unit member on ~~maternity leave~~ pre-birth leave without pay, who does not return within the school year, shall notify the District whether she intends to return the following year not later than ~~March 1~~ February 1 of the school year prior to return.

(b) **Pregnancy disability leave pre-birth ~~medical leave~~:** If an expectant mother and her doctor decide that the expectant mother must stop working before the birth due to circumstances related to the pregnancy, a doctor's note shall be submitted to document the need to go on pre-birth leave. The expectant mother shall use existing sick leave. If sick leave is, or becomes, exhausted, the expectant mother shall enter differential pay.

(c) **Pregnancy disability leave post birth:** After the birth of a child, the mother shall qualify for a pregnancy disability leave of six (6) weeks for natural childbirth or eight (8) weeks for a Cesarean birth. Pregnancy disability leave begins immediately upon the birth of the child regardless of school holidays or non-work days. The mother shall use existing sick leave. If sick leave is, or becomes, exhausted, the ~~expectant~~ mother shall enter differential pay.

10.12 Child Bonding/Child-Care Leave

Child Bonding Leave

Members who are new parents are entitled to up to twelve (12) weeks of child bonding leave to be used within one (1) calendar year of the birth or adoption of their child. This leave may be taken in increments no smaller than two (2) weeks. In the case of leave under Education Code section 44977.5, sick leave, including accrued sick leave, must be used. If an employee exhausts her/his accumulated sick leave prior to expiration of the 12 weeks of Child Bonding Leave, s/he shall be entitled to differential pay as defined in Education Code for the balance of the 12-week period. These twelve (12) weeks are independent of the 6 (or 8) weeks of pregnancy disability leave.

Child-Care Leave

Any unit member shall be entitled to a child-care leave without pay for children under the age of one (1) year or within one (1) year after adoption. ~~If both spouses are unit members, both parents may share the leave for up to a total of 12 weeks.~~ The District may, in its discretion, grant child-care leave for any other reason and upon any condition.

(a) Application for adoptive child-care leave shall be filed at least three (3) months before the anticipated adoption of a child.

(b) Child-care leave shall be limited to a maximum of one school year or two consecutive semesters within two school years, except that upon the request of the teacher, and subject to the discretion of the District, the leave may be extended for an additional school year or semester. The leave may also be terminated at the discretion of the District at any time after the equivalent of one semester. Requests for partial child-care leave shall be considered by the District on a case-by-case basis.

(c) Requests for extension of such leave shall be made not later than ~~December 1st~~ November 15 for leave during the second semester, or not later than ~~March 1st~~ February 1 for leave during the succeeding school year.

~~(d) In the case of leave under Education Code section 44977.5 sick leave, including accrued sick leave, must be used. If an employee exhausts her/his accumulated sick leave prior to expiration of the 12 weeks of Child Bonding Leave, s/he shall be entitled to differential pay as defined in Education Code for the balance of the 12 week period.~~

10.16.a

Unit members on legislative leave shall notify the District of intended return not later than February 1st of the school year prior to return.

10.17.a

Unit members on educational leave shall notify the District of intended return not later than February 1st of the school year prior to return.

10.18.a

Unit members on personal leave shall notify the District of intended return not later than February 1st of the school year prior to the return.

Article 11
Assignment, Reassignment, and Transfer

11.5 Reassignments Due to Enrollment Changes After the Beginning of the School Year

11.7.2 (b)

When a site administrator is notified by the District they are overstaffed, the site administrator will ask for volunteers from their staff as soon as possible. If no unit members volunteer, the site administrator will notify the member to be transferred within three (3) working days of asking for volunteers.

12.16.3

Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, ~~his~~ the member's own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

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Appendix G (Part 1)

This table represents the caseloads, class sizes, and associated working conditions that we have been operating under, via an ongoing memorandum of understanding, for the past four years.

Table 7.5.1.A

Program	Target Caseload/ Max Caseload (*1)	Max Class Size	Assignment of Extra Students to Max Caseload (*2)
PRESCHOOL PROGRAMS			
Itinerant Preschool	18 / 22	N/A	Voluntary
Special Day Classes- Preschool (Self-Contained)	16 / 18	9 AM / 9 PM (combined class size of 18)	Voluntary
MILD/MODERATE SUPPORT NEEDS (MMSN)			
Diversified Occupation Transition/Community Classes	22	18	Voluntary
Elementary MMSN - Ed Specialist Basic Core Curriculum classes Academic Support Classes	28 (per Ed Code) ~~(up to 6 program days)~~ **(*3b)**	Teacher Scheduled	Caseload: Waiver Required (Ed Code) **(*3)**
Secondary: MMSN - Ed Specialist Basic Core Curriculum Classes Academic Support Classes Modified Core Curriculum Classes	28 (per Ed Code) **(*3)**	 20 20 18	Caseload: Waiver Required (Ed Code) **(*3)** Class Size: Involuntary **(3a)**
EXTENSIVE SUPPORT NEEDS (ESN)			
ESN - Special Day Classes Functional Curriculum (Self-Contained)	10 / 13	15 Elementary 18 Secondary	Involuntary
Intensive Needs Behavior Classes (Self-Contained) As identified by the District	6 / 8	8	N/A
ACCESS (Self-Contained ED)	10 / 12	14 Elementary 16 Secondary	Involuntary
Adult (Self-Contained)	14 /18	18	Voluntary
ITINERANT AND DESIGNATED INSTRUCTIONAL SERVICES			
Elementary Co-Teach	18 / 22	N/A	Voluntary
Orthopedically Impaired ***4**	40 / 45	N/A	Voluntary
Adaptive Physical Education ***4**	40 / 45	N/A	Voluntary
ERMHS Clinician ***4**	25/25	N/A	Involuntary
Visually Impaired – Itinerant	40 / 45	N/A	Voluntary
Speech***5**	School Age Caseload Average Caseload 55 Max Caseload 70	Preschool Caseload: 40 (or as designated by Ed Code)	N/A

$1500 annual stipend (prorated by FTE **with a maximum of 1.0**) for certificated members employed in positions listed in the table above.

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Appendix G (Part 2)

***1** Caseloads that exceed the **target caseload** will be reviewed and provided additional para-professional support as identified by the IEP team.

***2** Maximum of two (2) students may be voluntarily or involuntarily assigned to the MAX caseload as indicated in Table 7.5.1. Caseloads that exceed the maximum will be compensated at $1750/per student/per semester. This does not apply to waiver as per Education Code for RSP (Mild/Moderate Support Needs) caseloads (See 3, 3a & 3b).

***3** Mild/Moderate Support Needs (MMSN replaces RSP) Caseload is determined by Ed Code and will change to match any changes in current Ed Code revisions. Mild/Moderate Support Needs (MMSN replaces RSP) caseloads that require a state waiver will be compensated at $750.00/per student/per semester up to a max of 4 additional students. The administration will also consider the need for additional aide support.

***3a** Maximum of two (2) students may be added to the max class sizes as indicated for MMSN secondary. Class sizes that exceed the maximum will be compensated at $500/per student/per semester. Paying a teacher to add students permanently increases that class's max class size for the remainder of the semester.

***3b** For MMSN elementary ~~caseloads of 24 or more~~, program days are sub-provided prep days to be used exclusively for case management tasks including, but not limited to, IEP scheduling, testing, SEIS data entry, and progress monitoring. Six (6) program days will be allocated ~~at 2 days/trimester/ caseloads 24 or over,~~ regardless of caseload, and prorated on FTE. ~~Up to 2 days may be carried over for 1 trimester.~~

***4** Caseloads for OI, APE, and ERMHS that exceed the max caseload will be compensated at $750.00/per student/per semester up to a max of 2 additional students.

*5 Speech and Language Caseload Review: ~~A team of at least one administrator and one Speech and Language Pathologist (SLP) will meet monthly to review caseload distribution. Caseloads that exceed 55 school-age or 40 preschool students will be reviewed to determine the need for redistribution, re-assignment, or other supports. Redistribution, re-assignments, or other supports will be determined, in consultation with the affected SLP.~~

Speech therapists shall waive the 15-minute requirement for meeting time and all shall attend the Monthly Speech Meeting scheduled at the District's discretion. All site staff meetings will be permitted to be excused provided that the speech therapist speaks directly with their site administrator to review relevant information.

Monthly caseload review 30 minutes prior to monthly speech meeting and be optional to all therapists. Review will consist of an ongoing spreadsheet of caseload numbers for all therapists. Therapists who are above 55 will be offered assistance and determine where assistance would be focused on their caseload. The Director of Special Education will determine who has room to offer

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assistance, and after considering input from any impacted SLPs, will direct SLPs on what assistance to offer. Directed assistance will begin within one work week of the monthly meeting.

Caseloads of SLPs who serve both preschool and school-age students will be calculated based on the percentage of each age group being served.

Article 18
Term

The term of the Agreement shall be extended through ~~August 31, 2026~~ June 30, 2029, with re-openers as follows: (a) For the ~~2022/23~~ 2026-27 school year, Articles 8 and 9 shall be reopened plus one (1) other article of topic of bargaining by each party.

Article 21
Preschool

21.4.1 An increase of 15% to the state-funded preschool salary schedule below:
The following salary schedule will be used for all Preschool teacher positions.
1 $26.59
2 $27.41
3 $28.26
4 $29.15
5 $30.04
6 $30.96

Preschool teachers are part of the Chico Unified Teachers Association and therefore will receive all negotiated right and privileges including salary and benefit adjustments as per the Collective Bargaining Agreement.

Article 24
Job Sharing

24.3

Unit members who wish to apply for a job share arrangement shall do so by February 1st of the school year prior to the intended job share. The District exclusively reserves the right of approval. The District may, after February 1st, accept late job share applications that are judged to be in the best interest of the pupils and programs of the District.

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