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, 2026 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 or an equivalent position within the District, as determined by CUSD administration, should administration determine that the reassignment is not beneficial to students. The deadline for communicating a member's transfer back to the member's original assignment or an equivalent position within the District, as determined by CUSD administration, is March 1st. 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 or an equivalent position within the District, as determined by CUSD administration,

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 a reassignment back to their original assignment or an equivalent position within the District, as determined by CUSD administration, to happen, the unit member must be notified on or before March 1st of the second year of placement. The reassignment back to their original assignment or an equivalent position within the District, as determined by CUSD administration, will happen at the start of the following year after notification by administration. After March 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, 2026 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 their original assignment, or an equivalent position within the District, as determined by CUSD administration, will still apply.

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

5/7/25

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

4/23/25

John Shepherd, Assistant Superintendent Chico Unified School District Date