

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
 AND ITS CORONA-NORCO CHAPTER 369  
 AND  
 THE CORONA-NORCO UNIFIED SCHOOL DISTRICT  
**REORGANIZATION PARAEUCATORS**

July 16, 2018

This Reorganizational Proposal (Proposal) is entered by and between the California School Employees Association and its Corona Norco Chapter 369 (CSEA) and the Corona Norco Unified School District (District) and collectively referred to as the Parties.

**RECITALS**

Throughout the 2018-19 school year, the District has sought to align Paraeducators staffing levels to the established District ratios. On May 1, 2019, the District conducted an audit of the paraeducators at each site and recorded all paraeducators classification, assigned program and number of hours of each position. The audit identified approximately 90 positions that are above staffing ratios and therefore will be displaced for the 2019-2020 school year.

**District Staffing Ratios:**

Paraeducators Per Setting		
Setting	Number of Paraeducators	Hrs Needed for Assignment
SH	2 Paraeducators, extra hours ok	5
SH/Adult Transition	2 Paraeducators, extra hours ok	5
NSH	1 Paraeducator	5
RSP	1 Paraeducator, no extra hours	5
Kinder	2 Paraeducators	3
Rocket 4-Day	2 Paraeducators plus ratio	3
Rocket 5-Day	3 Paraeducators plus ratio	3
II	2 Paraeducators Aides	7
DHH	2 Paraeducators Aides	5
Setting	Student/Adult Ratio	Hrs Needed for Assignment
Pals	2:1	3
Rocket 4-Day	5:1	3
Rocket 5-Day	5:1	3

**Effected Sites:**

Sites					
1 Adams Elementary	9 El Cerrito Middle	17 Norco High	25 River Heights Intermediate	33 Washington Elementary	
2 Anthony Elementary	10 Foothill Elementary	18 Norco Intermediate	26 Riverview Elementary	34 Wilson Elementary	
3 Barton Elementary	11 Vandermolen Fundamental Elementary	19 Orange Elementary	27 Roosevelt High		
4 Centennial High	12 Garretson Elementary	20 Parkridge Elementary	28 Santiago High		
5 Corona Fundamental Intermediate	13 Harada Elementary	21 Parks Elementary	29 Sierra Vista Elementary		
6 Corona Ranch Elementary	14 Kennedy Middle College	22 Ramirez Intermediate	30 Stallings Elementary		
7 Coronita Elementary	15 Aubumdale Intermediate	23 Raney Intermediate	31 Temescal Valley Elementary		
8 Eisenhower Elementary	16 Norco Elementary	24 Reagan Elementary	32 Todd Academy		

As a result, the Human Resources Department (HR) is reestablishing its role in staffing all Paraeducator positions. Therefore, HR will undertake a process of reorganizing the staffing of bargaining unit Paraeducators according to the procedure outlined in this agreement.

## AGREEMENT

The Parties, in consideration of the promises made herein, agree as follows:

- (a) The recitals set forth above are true and correct.
- (b) As a result of the reorganization, no bargaining unit members will be dismissed, and no bargaining unit members' hours will be reduced.
- (c) Staffing decisions will be made by the Assistant Superintendent or designee of the Human Resources Department.
- (d) Staffing decisions will be made in accordance with established District ratios by program setting and service. Nothing in this agreement precludes the District from modifying staffing ratios in the future in accordance with changes to law and/or the educational needs of the District.
- (e) The District will provide CSEA with written notice if it intends to change the established District staffing ratios for Paraeducator classifications.
- (f) For the 2019-2020 school year, HR will utilize the process outlined in this agreement under the reorganization of Paraeducators to place displaced Paraeducators for the 2019-2020 and 2020-2021 school year. The District shall resume using Article 12.5 Involuntary Transfer for displaced Paraeducators in the 2021-2022 school year.
- (g) The District will offer identified displacements according to the following procedure:
  - a. A master vacancy list will be provided to all displaced unit members.
  - b. An updated seniority list of all displaced unit members will be provided to the CSEA Chapter President and Labor Relations Representative.
  - c. The displaced unit members will be contacted by phone to select from the vacancy list.
    - i. The available vacancy shall be offered with the understanding that the positions listed may or may not be available at the time the unit member is contacted due to unit members with higher seniority.
  - d. A unit member shall select placement within 24-hours of being contacted. If a unit member does not contact HR within the 24-hour time frame, then HR shall select the assignment for that unit member.
    - i. Contacted for this agreement means a representative of the HR department has a verbal conversation with unit members and offers unit members a position.
    - ii. This does not preclude the District from emailing a unit member after HR has made three (3) attempts on separate days to contact unit member over the phone.
    - iii. To the extent possible, all phone contacts with a unit member shall be made during regular business hours.
    - iv. HR shall keep a log to document date and times of all calls, attempts, offers, and acceptance of offers.
  - e. Phase 1: Current Sites
    - i. The District shall first seek volunteers.
    - ii. Unit members displaced can select a preference to remain at their current site or relocate.
    - iii. Displaced unit members that prefer to remain at their current site, by seniority, shall have the first right of refusal vacancies based on both one (1) hours and two (2) program setting.

### Example:

For the purposes of this example seniority for members is as follows:

- Member A has 4 years of seniority
- Member B has 4 years of seniority
- Member C has 7 years of seniority

Year 1

The need of the District is one (1) Paraeducator to one (1) PALS classroom and one (1) Paraeducators for each RSP classroom. There are two (2) RSP classrooms at this site.

There is one (1) PALS classroom with one (1) paraeducator (Member A) and two (2) RSP classrooms with one (1) Paraeducator in each classroom (Member B and Member C).

Year 2

The need of the District is one (1) Paraeducator to one (1) PALS classroom and one (1) Paraeducator for each RSP classroom. Now there is only the need for one (1) RSP classroom and one (1) Paraeducator.

Therefore, there is one (1) PALS classroom with one (1) paraeducator (Member A) and one (1) RSP classroom with one (1) paraeducator.

Explanation: HR identified there is a need for one (1) less RSP class and thus one (1) paraeducator over ratio. HR will first seek a volunteer between Member B and Member C. If no paraeducator chooses to volunteer then Member C, with the most seniority, has the first right of refusal to the remain at the site or be displaced.

f. Phase 2: Different Sites

- i. Remaining unit members that are displaced from their program setting shall be categorized on a master list by (1) seniority, (2) hours, and (3) program setting.
- ii. Based on unit members seniority, the District shall offer unit members the first right of refusal to a vacancy of their choice based both (1) hours and (2) program setting.

Example:

Displaced Paraeducators		
RSP five (5) hours		
#	Paraeducator	Date of Hire
1	Member A	10/31/90
2	Member B	01/05/95
3	Member C	05/19/06

RSP Vacancies five (5) hours
Site Name
School 1
School 2
School 3
School 4
School 5

Therefore, Member A shall be contacted by Human Resources first and Member A shall have 24-hours to select from the list of available vacancies.

g. Phase 3: No Available Vacancies

- i. To be the least disruptive for unit members if there are no vacancies available, the District may assign a unit member to a position above the established District staffing ratios until a position becomes available for the 2020-2021 school year.
  - a. The unit member shall remain at their current site.
- ii. By seniority, for the 2019-2020 school year, should a vacancy become available that replicates an over ratioed unit member hours and program setting, HR shall offer the unit member the first right of refusal.
- iii. For the 2020-2021 school year, unit members that are staffed above ratios shall be subject the to the procedures of this agreement each year until members are placed permanently at a site.
- iv. The District shall provide CSEA a list each school year of over ratio positions.

h. Phase 4: Remaining vacancies

- i. The District may utilize substitute workers temporarily to fill vacancies in accordance with Article 6 Hour and Overtime and Article 25.2 Bargaining Unit Security.
- ii. The District shall offer additional hours to bargaining unit members before using substitute workers in accordance with Article 6 Hours and Overtime.
- iii. Once all bargaining unit members are assigned to a position, the District shall utilize Article 12 Transfer and Article 13 Promotion to fill remaining vacancies.

(h) Should the District discover during the reorganization that more displacements need to addressed HR shall consult with

CSEA and placement of displaced unit members shall be subject to the terms of this agreement.

- (i) To be the least disruptive to unit members, the District shall not move a unit member under this agreement more than once in a school year. This does not preclude unit members from applying to jobs in accordance with Article 12 Transfer and Article 13 Promotion.

This settlement agreement shall not be finalized until the completion of CSEA's policy 610 review and the Board of Education.

California School Employees Association  
and its Corona-Norco Chapter 369

*Lorena Lopez* 7/16/19  
\_\_\_\_\_  
Lorena Lopez Date  
President

*Monica Landry* 7/16/19  
\_\_\_\_\_  
Monica Landry Date  
CSEA Labor Relations Representative

Corona-Norco Unified School District

*Glen A. Gonsalves* 7/16/19  
\_\_\_\_\_  
Glen A. Gonsalves Date  
Assistant Superintendent, Human Resources

*John Reynoso* 7/16/19  
\_\_\_\_\_  
John Reynoso Date  
Administrative Director