

Memorandum of Understanding between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its FULLERTON ELEMENTARY CHAPTER 130  
and the  
FULLERTON SCHOOL DISTRICT  
Regarding Instructional Assistant Special Education Classification

August 27, 2019

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Fullerton School District (hereinafter, "District") and the California School Employees Association and its Fullerton Elementary Chapter 130 (hereinafter, "CSEA"). The District and CSEA agree to the following:

1. Currently the District and CSEA recognize that there are three job classifications impacted by the MOU: Instructional Assistant Special Education I, Instructional Assistant Special Education IIa, and Instructional Assistant Special Education IIb. These three job classifications shall be modified as follows:
  - a. The Instructional Assistant Special Education I job description and rate of pay will not be changed from the current Range 14.
  - b. The Instructional Assistant Special Education IIa classification and job description will be eliminated. In place of this classification, a "Medical Procedure Stipend" will be established providing an employee who is primarily responsible for performing the medical procedure with a 6% stipend added to the employee's base salary rate, and the back-up for the primary employee performing the medical procedure with a 2% stipend added to the employee's base salary rate. This stipend may be added to the base salary rate of any Instructional Assistant Special Education I or Instructional Assistant Special Education II according to the requirements listed below:
    - i. The student must have an Individual Health Plan (IHP) from a licensed medical provider that requires the medical procedure.
    - ii. The primary and back-up employee must be trained and have signed authorization from an FSD school nurse to perform the medical procedure independently prior to receiving the stipend. Anytime the IHP is changed or modified, the primary and back-up employee will need to be retrained and have a new-signed authorization from an FSD school nurse to perform the medical procedure independently in order to continue receiving the stipend.
    - iii. The primary and back-up employee will receive regular medical procedure monitoring from an FSD school nurse and must continue to perform the medical procedure correctly to continue receiving the stipend.
    - iv. Any changes to the Individualized Education Plan (IEP), IHP, the student's program placement, or who is performing the procedure will result in the stipend being removed.
    - v. In the event of Diastat administration is required, the Instructional Assistant Special Education I or II who voluntarily administered the

Diastat will receive a 2% stipend for the base wages earned in the pay period that the Diastat was administered.

- c. The Instructional Assistant Special Education IIb classification will be changed to the new title of Instructional Assistant Special Education II. A copy of the job description is attached to this MOU and will be submitted to the Personnel Commission. Any changes made to the job description for Instructional Assistant Special Education II through the Personnel Commission approval process will be negotiated between CSEA and the District. Incumbents working in the Instructional Assistant Special Education IIb classification on the Board approval date of this MOU will have their job classification changed to Instructional Assistant Special Education II.

i. Rate of pay:

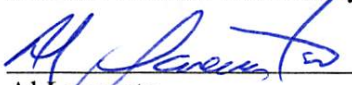
- 1. Incumbents in the Instructional Assistant Special Education II job classification working in the classification prior to the Board approval date of this MOU will be paid at their original pay rate of Range 14 plus a 6% stipend.
- 2. Any employees hired into the job classification of Instructional Assistant Special Education II on or after the Board approval date will be paid at the new rate of pay for this classification of Range 16.

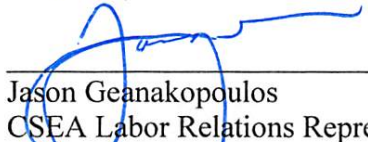
ii. Work site:

- 1. The specific work site of each Instructional Assistant Special Education II will be based on student program placement as described in an IEP. The work site for this classification may change more frequently than other classifications due to student need and program requirements.
- 2. An employee will be transferred, under the provisions of Article 14 – Transfers of the CSEA/FSD Collective Bargaining Agreement, from a work site or classroom where an Instructional Assistant Special Education II is no longer required to a classroom where the Instructional Assistant Special Education II is required.

This MOU is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Trustees.

California School Employees Association  
and its Fullerton Elementary Chapter 130

 8-27-19  
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Al Lacuesta Date  
President, Fullerton Elementary Chapter 130

 9/27/19  
\_\_\_\_\_  
Jason Geanakopoulos Date  
CSEA Labor Relations Representative

Fullerton School District

 8/27/19  
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Chad Hammitt, Ed. D. Date  
Assistant Superintendent,  
Personnel Services