

CONTRACT AGREEMENT

BETWEEN

YUBA CITY UNIFIED SCHOOL DISTRICT

AND

YUBA CITY TEACHERS ASSOCIATION

**July 1, 2006
through
June 30, 2009**

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AGREEMENT BETWEEN
YUBA CITY UNIFIED SCHOOL DISTRICT
AND
YUBA CITY TEACHERS ASSOCIATION

ARTICLE 1: AGREEMENT AND TERM

1.1 Parties

This Agreement between the Governing Board of the Yuba City Unified School District (hereinafter “District”) and the exclusive representative, Yuba City Teachers Association (hereinafter “Association” or “YCTA”), has been reached through “meeting and negotiating” as defined by Section 3540.1(h) of the Government Code.

1.2 Term

This Agreement shall remain in full force and effect from July 1, 2006, to and including June 30, 2009.

1.3 Reopeners

1.3.1 For 2007/08 and 2008/09, the parties may reopen:

- a. Articles 11, 12 and 13; and
- b. two (2) articles or topics of bargaining; and
- c. any other topic or article with mutual consent.

1.3.2 For 2007/08, additional specified reopeners are:

- a. multi-year evaluation cycle;
- b. Article 8 to address counselors and other non-teaching staff;
- c. preparation time for 7th and 8th grade teachers at K-8 schools (The District and the Association shall form a committee comprised of four (4) administrators and one (1) Grade 7/8 teacher from each K-8 school. This

1 committee shall brainstorm to develop options for providing preparation
2 time for 7/8 teachers. All recommendations shall be subject to the
3 negotiation process.); and
4

5 d. Appendix C.
6

7 1.3.3 Negotiations will begin within thirty (30) calendar days of the date that either
8 party submits its reopener proposal to the other. Except upon mutual consent,
9 negotiations shall not be required during the summer recess.
10

11 **ARTICLE 2: ASSIGNMENT/REASSIGNMENT**

12 **2.1 Definitions**

13
14
15
16 2.1.1 An “assignment” is the placement of a teacher for a school year without a
17 change in school site or District-wide program. For the limited purpose of
18 Article 2.2.1, a 1.0 FTE employee who teaches special education (and who is
19 assigned one hundred percent (100%) to a single site) will be considered by that
20 site administrator (upon the teacher’s written request) when making
21 assignments. Any such assignment must have prior approval of the Assistant
22 Superintendent of Human Resources.
23

24 2.1.2 A “reassignment” is the placement of a teacher that occurs during the school
25 term without a change in school site or District-wide program.
26

27 **2.2 Assignment**

28
29 2.2.1 All assignments are made at the discretion of the administration based on
30 instructional and/or program needs. When making assignments, the
31 administrator will consider, by way of illustration and not limitation, factors
32 such as:
33

- 34 a. the interests of affected unit members;
- 35 b. changes in rooms (or sites for programs);
- 36 c. changes in grade levels and content areas;
- 37 d. the number of different courses taught per year; and
- 38 e. changes in courses to be taught from the previous year.
39
40
41
42
43

1 2.2.2 All assignments will be prepared by the administration prior to the end of the
2 school year, and will be posted at each site for staff review and placed in the
3 teacher's mail box.
4

- 5 a. Any assignment made at this time is tentative and is subject to change as
6 determined by the administration. A unit member whose tentative
7 assignment will subsequently be changed shall be consulted prior to any
8 such change.
9

10 2.2.3 If a change in assignment is made, the District shall provide at least two (2)
11 weeks notice to the unit member prior to the commencement date of the new
12 assignment. Such notice shall be in writing and mailed to the unit member's last
13 known address.
14

15 2.2.4 Employment of District Teachers to Teach Additional Class Periods
16

17 Full-time District teachers may be assigned to teach additional class periods in
18 accordance with the following provisions:
19

- 20 a. The Assistant Superintendent of Human Resources (or designee) will
21 consult with the President of the Association (or designee) prior to taking
22 action to fill a vacant single class period.
23
- 24 b. The District shall consider the following factors in identifying single
25 teaching period vacancies:
26
- 27 (1) The instructional needs of students;
 - 28 (2) Space availability;
 - 29 (3) Teacher credentials and availability;
 - 30 (4) Teacher qualifications as determined by the District;
 - 31 (5) The availability of part-time teachers; and
 - 32 (6) Class sizes.
- 33
- 34 c. Single period vacancies will be advertised in accordance with Article 3.2,
35 of this Agreement between the District and the Association.
36
37
38
39
40
41

- 1 d. First consideration will be given to teachers who, in assuming the
 2 additional teaching period responsibility, would not be relinquishing a
 3 “preparation period.”
 4
 5 e. A full-time teacher shall be limited to one (1) additional teaching period
 6 assignment during a semester.
 7
 8 f. Additional teacher period assignments for full-time District teachers will
 9 be on a year-to-year basis.
 10
 11 g. Full-time District teachers will receive an additional percentage of their
 12 base salary for teaching an additional period.
 13

| School | Percent of Base Salary per extra period/block (added or subtracted) |
|--|---|
| High School 6 Period Day | 20% for the year |
| High School 4 Period Block Schedule | 33.33% for the year 16.67% per block |
| Middle Schools (6-8) | 16.67% for the year |
| K-8 Schools (pre and post periods only) | 16.67% |

14 Sick leave will be prorated for those teachers who assume an additional
 15 teaching period prior to or following their normal instructional day.
 16

- 17
 18 2.2.5 When assignments are made for a literacy coach position at a site, unit members
 19 at the site will be given first consideration. The position will be posted for three
 20 (3) days at the site prior to considering candidates outside the site.
 21

22 2.3 Reassignment

- 23
 24 2.3.1 Site administrators or District-wide program managers have discretion to
 25 reassign their certificated unit members based on instructional and/or
 26 programmatic needs. Unit members subject to reassignment shall be consulted
 27 at least three (3) days prior to any change in their assignment.
 28

- 1
2 3.2.1 Prior to the last working day in June, the Assistant Superintendent of Human
3 Resources will advertise all known vacancies.
4
5 3.2.2 All positions which become vacant during the “summer recess” or “off track
6 periods” up to one (1) week prior to the beginning of the school session will be
7 advertised. All positions which become vacant during the “summer recess” or
8 “off track periods” between one (1) week and two (2) weeks prior to the
9 beginning of the school session will be advertised for three (3) days throughout
10 the District. Assignment changes resulting from vacancies during this two (2)
11 week period will not be made unless an emergency situation exists or the
12 welfare of students would so require.
13
14 3.2.3 In the event that a vacancy occurs during the school year, the Assistant
15 Superintendent of Human Resources will have the option of advertising the
16 vacancy or filling the position through an administrative transfer, pursuant to
17 Section 3.5 below. All vacancies filled through administrative transfers during
18 the school year will be considered a “temporary” assignment. Such positions
19 will be reopened and advertised after the last school day in June for filling the
20 next school year. “Permanent” teachers who have been administratively
21 transferred in accordance with this provision will have the right of first refusal
22 for the assignment if the District intends to maintain the position for the
23 following school year.
24

25 3.3 Recruitment and Selection

- 26
27 3.3.1 Vacancies will be advertised concurrently inside and outside the District for the
28 same period of time.
29
30 3.3.2 All in-District applicants will be interviewed. These applicants will be
31 interviewed first as one (1) pool. If a recommendation is made to fill the
32 position from the in-District applicants, the process is complete.
33
34 3.3.3 Applicants from outside the District may interview as another pool. After
35 outside applicants are interviewed, all applicants from both pools will be
36 considered for the position.
37
38 3.3.4 Advertisement flyers shall be specific as to subject matter and reflect as
39 accurately as possible all known factors.
40
41 3.3.5 If the subject matter of the position changes prior to a recommendation, the
42 position will be readvertised.
43

1 3.4 Voluntary Transfers

2
3 A unit member may request a voluntary transfer to take effect during the school year or at
4 the beginning of the next school year. In either event, the request shall be made on a
5 “Request for Transfer” form and sent to the Assistant Superintendent of Human
6 Resources.

7
8 3.4.1 Requests for transfer shall be made prior to the closing date of the position
9 vacancy announcement.

10
11 3.4.2 Requests for voluntary transfers shall be considered on the following basis:

- 12
13 a. Credentials/certificates required to perform services in the requested
14 position;
15
16 b. Major and minor fields of study;
17
18 c. Experience;
19
20 d. Demonstrated special skills;
21
22 e. Past evaluations entered in the personnel file within forty-eight (48)
23 months of the date of the transfer request;
24
25 f. All other things being equal, employee’s length of service in the District
26 shall be considered in making the final determination. (See Article 3.1.5.)
27

28 3.4.3 Voluntary transfer applicants will be given first consideration when
29 interviewing for District vacancies. Teachers who have expressed an interest in
30 transferring will have access to information about open positions from the
31 information line, from the District web-site, and from flyers of open positions in
32 their field.
33

34 3.4.4 The unit member shall be notified relative to his/her request for a transfer as
35 soon as possible.
36

37 3.4.5 If a unit member’s request for a voluntary transfer is denied, the unit member
38 shall be granted, upon request, a meeting with the administrator who denied the
39 request to discuss the reason(s) for the denial.
40

1 3.5 Administrative Transfers

2
3 As determined by the administration, administrative transfers may be made in emergency
4 situations or in instances where the welfare of students would so require. The procedure
5 for administrative transfers shall be as follows:
6

7 3.5.1 If, at any time, the District decides an administrative transfer needs to be made
8 and it is known that more than one position needs to be filled by administrative
9 transfer, the unit member with the greatest District-wide seniority and required
10 credentials shall be given the preference of the positions to be filled.
11

12 3.5.2 If a decrease in the number of students or the elimination of program(s) and/or
13 funding occurs, the District shall seek voluntary transfer prior to making any
14 administrative transfer.
15

16 3.5.3 If a particular school is to be closed, then unit members at that school shall be
17 accorded first priority for filling any new or vacant positions in the District.
18

19 3.5.4 A unit member will not be transferred to a position outside his/her area of
20 competence as defined by his/her credentials.
21

22 3.5.5 A unit member being administratively transferred shall be given the reasons for
23 the impending transfer at least five (5) days prior to the transfer. (A day refers
24 to any day the District Office is open.) The transfer becomes effective upon
25 receipt of written notification to the unit member from the District Office
26 administration.
27

28 3.5.6 An administrative transfer shall not result in the loss of compensation, seniority,
29 or any fringe benefits to a unit member.
30

31 3.5.7 When an administrative transfer is contemplated, the District Office
32 administration will consult with the unit member(s) to be transferred and the
33 principals of the schools involved prior to the transfer being finalized. Appeal
34 may be made to the Superintendent before an administrative transfer becomes
35 final.
36

37 3.5.8 In the event the unit member being voluntarily or administratively transferred
38 during school time requests assistance in moving from one school to the other,
39 the principal of the school from which the person is being transferred will
40 arrange for assistance in such moving and the unit member, upon request, would
41 be entitled to a minimum of two (2) days and a maximum of three (3) days
42 moving time in addition to the time provided in Article 3.5.5.
43

1 3.5.9 In the event the procedure for an administrative transfer becomes a matter of
2 grievance, and the grievance is settled in favor of the unit member, he/she shall
3 have the option of returning to the same position from which he/she was
4 transferred.
5

6 3.5.10 Upon written Association request, the Assistant Superintendent of Human
7 Resources will provide the Association with a list of any administrative
8 transfers not previously provided to the Association for the current school year.
9

10
11 **ARTICLE 4: DISPLACED TEACHERS**
12

13 4.1 District Level Changes
14

15 4.1.1 The below listed procedures will be implemented when one (1) or more of the
16 following conditions exists which necessitates staffing reductions which have
17 not been accomplished through resignations, retirements, administrative
18 transfers, or other administrative actions. The District will consult with the
19 Association when it becomes known that one of these conditions is anticipated.
20

- 21 a. District-wide program changes
- 22
- 23 b. School closings
- 24
- 25 c. Decrease in school enrollment
- 26

27 4.1.2 These procedures are listed in sequential order.
28

- 29 a. The District will meet with affected staffs to:
30
31 (1) explain staffing allocations, contractual provisions for
32 assignment/transfer, and the below described procedures;
33
34 (2) announce vacant positions in the school/program and staffing
35 needs; and
36
37 (3) notify staff of the number of positions that will be eliminated
38 (number of displaced positions). The total number of displaced
39 teachers is limited to the total net number of “displaced” positions
40 in the school or program.
41
42 (4) The Association President shall receive timely notification of the
43 time, location and date of the meeting.

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- b. Thereafter, the District will review a list of all unfilled new and vacant teaching positions with staff at the affected sites.
 - (1) Each site will be provided with a list setting forth the District-wide seniority of unit members at that site. Seniority, for purposes of this Article, shall be as defined in Article 3 - Transfers, Section 3.1.5 (this shall not include service pursuant to an emergency/provisional credential or as a substitute). All unit members shall have access to the list.
 - (2) A teacher from a site that must displace teachers, if they volunteer (and are qualified and resolve the surplus), will be transferred to that position on the list that they select (see Section 4.1.2.b(3)).
 - (3) If the number of volunteers exceeds the number of displaced positions, and a volunteer (with the appropriate credentials, qualifications, etc.) resolves the excess, District-wide seniority will be the determinant.
 - (4) If there are an insufficient number of volunteers to eliminate the surplus, teachers (with the appropriate credentials, qualifications, etc.) shall be displaced in reverse order of District-wide seniority.
 - (5) If the position selected by the volunteer to be displaced is no longer available, because it was selected by a more senior displaced teacher, the volunteer may rescind their displaced teacher status.
 - (6) The District will provide a list of volunteers and displaced teachers to the Association President.
- c. Teachers who are displaced from a school or program may return to that school or program if a vacancy occurs for which he/she is qualified prior to the end of the first week of their new assignment.

1 4.2 School Level Program Changes

2
3 4.2.1 The below listed procedures will be implemented when one or more of the
4 following conditions exists which necessitates staffing changes in K-8 schools
5 which have not been accomplished through resignations, retirements,
6 administrative transfers, or other administrative actions. These procedures are
7 not applicable to non-permanent teachers, teachers assigned to a District wide
8 program (e.g., Special Education, Title VII). The District will consult with the
9 Association when it becomes known that one of these conditions is anticipated.

- 10
11 a. An assignment change is necessary which will require a teacher in a year-
12 round school to change track against his/her will.
13
14 b. School program changes which result in a teacher's assignment being
15 changed because he/she is not appropriately credentialed.
16
17 c. School program changes which result in the change of assignment for a
18 teacher who has taught a specific content area or grade level in the same
19 District school for twenty (20) or more consecutive years.

20
21 4.2.2 Procedures

- 22
23 a. The affected school site principal will meet with staff to explain staffing
24 allocations/assignments, contractual provisions for assignment/
25 reassignment/transfer, and these procedures.
26
27 b. The principal will announce vacant positions in the school and notify staff
28 of the number of individuals who may be displaced in accordance with
29 these procedures.
30
31 c. Teachers who are displaced will, at their request, be transferred to any
32 currently advertised new or vacant position in the school or District at the
33 specific grade level (and content area) from which he/she is displaced, for
34 which he/she is qualified.
35
36 d. If two (2) or more displaced teachers are qualified under these procedures,
37 seniority (see Article 3 - Transfers, Section 3.1.5, Seniority) will be the
38 determinant.
39
40 e. Teachers who are displaced from a school/track under these provisions
41 may return to the specific assignment that they were displaced from if a
42 vacancy occurs prior to the end of the first week of their new assignment.

1 4.3 Opening a New Elementary School

2
3 4.3.1 The procedures set forth in 4.3.2 shall be followed when the District opens a
4 new elementary school (e.g. K-5, K-6, K-8). The same procedures shall be used
5 in the case of a “phased” opening (e.g. K-5, then Grade 6, then Grade 7, then
6 Grade 8).

7
8 4.3.2 Procedures

9
10 a. The District will meet with affected staff to explain staffing allocations
11 and the procedures set forth below.

12
13 (1) This will include a presentation regarding positions at the new
14 school and the number of positions that will be eliminated at each
15 affected site as a result of the new school.

16
17 (2) The Association President will receive timely notification of the
18 time, location and date of the meeting.

19
20 b. Advertisement #1

21
22 (1) The District will advertise, within the District, teaching positions
23 anticipated for the new school (Advertisement #1).

24 (2) The District will consider and interview all applicants and select
25 staff for the new school.

26
27 c. Placement of Displaced Teachers

28
29 After completion of the process set forth in 4.3.2.b, the District will utilize
30 the process set forth in 4.1.2 to place displaced teachers.

31
32 d. Advertisement #2

33
34 (1) All remaining unfilled teaching positions at the new school will be
35 advertised in and out of the District (Advertisement #2).

36
37 (2) The District will consider all applicants, will interview all new in-
38 District applicants (exclusive of those who were interviewed
39 pursuant to 4.3.2.b(2) above), and select staff for the new school.
40
41

1 **ARTICLE 5: YEAR-ROUND SCHOOL**
2

3 5.1 Initial Site Level Track Assignments
4

5 5.1.1 The site administrator will meet with the faculty to present the educational
6 program needs of the school, tracks, grade levels, and subject areas.
7

8 5.1.2 Once the educational needs of the school have been presented, the following
9 process will be utilized for determining the assignment of a site teacher to a
10 track:
11

- 12 a. Teachers will meet by grade level or department and attempt to mutually
13 agree to their individual track assignments, within a reasonable time frame
14 specified by the site administrator.
15
16 b. If mutual agreement cannot be reached and more persons have requested a
17 track than can be assigned, the following criteria shall be applied by the
18 site administrator before making a final recommendation or placement to
19 the Superintendent/designee:
20

21 K-5 Schools:

22 -- Training in special program(s) relevant to the track
23

24 6-8 and 9-12 Schools:

25 -- Training in special program(s) relevant to the track

26 -- Credential(s)

27 -- Major(s)/Minor(s)

28 -- Recent experience in subject area

29 c. District seniority shall be considered if all the above factors are judged to
30 be equal. (See Article 3.1.5.)
31

32 d. Final determination as to who receives the track shall be made by the
33 Superintendent/designee.
34

35 5.2 Track Changes Same Site
36

37 5.2.1 K-5 and K-8 Schools
38

- 39 a. When a vacancy on a track exists and more than one (1) teacher at that
40 grade level where a vacancy exists has requested the position, teachers
41 will meet by grade level to mutually agree on assignments. If mutual
42 agreement cannot be reached, the teacher with the greatest seniority will
43 be assigned the position.

- 1
2 b. If only one (1) teacher wants a change of track, that teacher shall receive
3 the assignment.
4
5 c. Teachers assigned a multi-graded class with students at the grade level
6 where the vacancy exists may participate in this process.
7

8 5.2.2 6-8 and 9-12 Schools
9

- 10 a. When a vacancy on a track exists and more than one (1) teacher has
11 requested the position, the teachers will meet by department or grade level
12 and attempt to mutually agree to track assignments.
13
14 b. If mutual agreement cannot be reached, the site administrator will make
15 the assignment/reassignment after considering the following criteria:
16
17 - Training in special program(s) relevant to the track
18 - Credential(s)
19 - Major(s)/Minor(s)
20 - Recent experience in subject area
21
22 c. District seniority shall be considered if all the above factors are judged to
23 be equal. (See Article 3.1.5.)
24

25 5.3 Intercession Teaching (defined as “Additional Instruction Time During OFF Track
26 Period”)
27

28 5.3.1 A unit member may teach during his/her assigned intercession, off-track period
29 or summer recess.
30

31 5.3.2 For those teaching an enrichment, extension or remediation course for students
32 on intercession or off track, compensation shall be at an hourly rate
33 commensurate with Article 25 - Summer School. The length of the intersession
34 day will be the same as the length of day in summer school.
35

36 5.4 Rotating Assignments/Roving Assignments
37

38 Plans for the teachers/classroom movement of tracks’ closing will be developed locally in
39 accordance with school plans, and ratified by the Governing Board when necessary.
40

1 5.4.1 Rotating Assignments

2
3 A teacher who is required to change or share classrooms from one track to the
4 next track shall be provided:

- 5
6 a. Movable, lockable storage space.
7
8 b. Assistance in moving materials to any new on-site work location.
9
10 c. A minimum day at the end of each track to permit the taking down of
11 classroom materials.

12
13 5.4.2 Roving Assignments

14
15 Teachers who are required to move their class to another teacher's room when
16 that teacher goes off track will receive a stipend of Two Hundred Fifty Dollars
17 (\$250) per year.

18
19 5.5 Multiple Site Assignments

20
21 A teacher whose assigned duties include teaching at more than one (1) site during the
22 same session shall be provided:

- 23
24 5.5.1 Lockable storage space, as needed.
25
26 5.5.2 Appropriate travel time.
27
28 5.5.3 Reimbursement for use of personal vehicle at District Governing Board
29 approved mileage rate.
30
31 5.5.4 Assistance in transporting materials not easily transported by the teachers.
32
33 5.5.5 It is understood that multiple site assignments be kept to a minimum.

34
35 5.6 Miscellaneous Working Conditions

- 36
37 5.6.1 Year-round education sessions scheduled during hot weather will be conducted
38 only in classrooms that are normally air conditioned.
39
40 5.6.2 The District shall develop and implement a plan for forwarding pertinent
41 District, site, and session communications to unit members between sessions.
42

1 d. The District recognizes the need to provide adequate time for teachers to
2 plan, meet, arrange their classrooms, and prepare for the school year
3 during the teacher workdays.
4

5 6.1.3 If requested by the District, new teachers will work one hundred eighty-four
6 (184) days, plus additional days as negotiated for Staff Development. If the
7 extra day is scheduled by the District:
8

9 a. the new teacher shall receive his/her full daily rate of pay for the
10 additional day;
11

12 b. the day will be scheduled within two (2) weeks of the first teacher work
13 day;
14

15 c. the District will consult with the Association regarding the placement of
16 the day.
17

18 6.1.4 The Children's Center and Preschool teachers' work year and school calendar
19 will be determined by the administration on a yearly basis. Children's
20 Center/Preschool teachers will be compensated at their normal rate for any
21 additional days/hours worked.
22

23 6.1.5 The continuation high school calendar will be six (6) weeks on and one (1)
24 week off coordinated with the regular adopted student attendance and work year
25 calendars.
26

27 6.2 Work Day
28

29 6.2.1 Unit members shall work at their duties and responsibilities for thirty-five (35)
30 hours per week averaged in any one (1) student attendance week. Teachers
31 shall be on site for at least one-half (½) hour before school begins, the length of
32 the student day, plus fifteen (15) minutes after school is dismissed unless
33 otherwise arranged with the administration.
34

35 a. This shall not preclude the administration from reasonably requiring unit
36 members to perform professional responsibilities as described in Appendix
37 A - Teacher Duties and Responsibilities, Section II - Instructional Support
38 Guidelines, of this Agreement.
39

40 b. It is the District's and the Association's understanding that unit members
41 will approach the work day/week and associated duties with
42 professionalism.
43

- 1 c. It is recognized by the District and the Association that the performance of
2 such professional responsibilities may result in a unit member working
3 beyond thirty-five (35) hours per week.
4

5 6.2.2 Faculty Meetings
6

- 7 a. Attendance at faculty meetings may be counted toward the thirty-five (35)
8 hour work week.
9
10 b. No unit member shall be required to attend more than two (2) faculty
11 meetings per month at a school site. Should other faculty meetings be
12 scheduled, attendance is voluntary.
13
14 (1) The required faculty meeting time for each month shall not exceed
15 one hundred thirty-five (135) minutes. No single faculty meeting
16 shall exceed ninety (90) minutes. This clause is intended to be
17 “limit setting” and is not to be construed to set mandatory faculty
18 meeting minutes.
19
20 (2) Required faculty meetings may be used for staff development and
21 training, collaboration, site-based decision making and
22 communication.
23

24 6.2.3 Content Area, Cross-Curricular and Task Force Meetings
25

- 26 a. Participation by unit members outside the contracted workday in meetings
27 scheduled by Content Area Leaders, Cross-Curricular Leaders, and/or
28 Task Force Leaders, is voluntary.
29
30 b. Unit members shall not be required to attend more than three (3) meetings
31 per semester that have been scheduled by Content Area Leaders, Cross-
32 Curricular Leaders and/or Task Force Leaders in the first half hour before
33 school begins.
34

35 6.3 Duty-Free Lunch
36

37 Each unit member who is paid on the teachers’ or psychologists’ salary schedule shall be
38 allowed at least thirty (30) consecutive minutes for lunch that is duty-free. The lunch
39 period is not to be included in the thirty-five (35) hours per week stated in Article 6.2
40 above.
41

1 6.4 High School Teachers

2
3 The high school teaching day will be the equivalent of a minimum of three hundred (300)
4 minutes of classroom instruction, and the remaining time in the school day shall be
5 utilized for planning, evaluating, preparing, and obtaining materials. A period of time
6 equal to the regular instructional period shall be set aside for each teacher as a
7 preparation period. In the event of extenuating circumstances, the administrator shall
8 assign personnel as conditions necessitate.
9

10 6.5 Middle School Teachers

11
12 The middle school teaching day will be the equivalent of a minimum of three hundred
13 (300) minutes of classroom instruction, and the remaining time in the school day shall be
14 utilized for planning, evaluating, preparing, and obtaining materials. A period of time
15 equal to the regular instructional period shall be set aside for each teacher as a
16 preparation period. In the event of extenuating circumstances, the administrator shall
17 assign personnel as conditions necessitate.
18

19 6.6 K-5, K-6 and K-8 Teachers

20
21 6.6.1 The minimum classroom instructional time for elementary teachers shall be the
22 minutes set forth below:

- 23
24 a. Kindergarten - thirty-six thousand (36,000) annual minutes;
25
26 b. Grades 1 through 5 - fifty-six thousand seven hundred (56,700) annual
27 minutes;
28
29 c. Grade 6 - fifty-eight thousand five hundred (58,500) annual minutes;
30
31 d. Grades 7 through 8 - sixty-one thousand two hundred (61,200) annual
32 minutes.
33

34 6.6.2 The remainder of the teacher's workday as provided for in this Article shall be
35 utilized for planning, evaluating, preparing and obtaining materials.
36

37 6.6.3 Kindergarten teachers shall be available for assistance or assignment in the
38 instructional program of the primary grades when not involved in the
39 Kindergarten program.
40

41 6.6.4 In the event of extenuating circumstances, the administration shall assign
42 personnel as conditions necessitate.
43

1 6.7 Non-Instructional, Supervisory Duties at Comprehensive High Schools

2
3 6.7.1 The District shall establish the non-instructional supervisory assignments at
4 each school. In addition, a unit member may propose an alternative method of
5 satisfying all (or a portion) of the ten (10) hour requirement. If the District-
6 established assignments have been covered, a unit member's plan shall not be
7 unreasonably denied. Each teacher shall volunteer for not less than ten (10)
8 hours of assignments per school year. While any assignments beyond the ten
9 (10) hours are voluntary, nothing shall preclude a unit member from
10 volunteering.

11
12 6.7.2 At the beginning of each semester (or year), a calendar of activities, and the
13 number of people required to cover the activities, will be distributed to the
14 faculty by the administrator responsible for supervision assignments.

- 15
16 a. Each unit member, by site, will submit a plan to fulfill their non-
17 instructional supervisory duty obligations. The plan can address the
18 obligations on either a semester or a yearly basis.
19
20 b. The unit member may fulfill the entire year's maximum in one (1)
21 semester (for example, a unit member may opt to work with the track and
22 field team, which only has the need for supervision in the spring
23 semester).

24
25 6.7.3 Unit members who do not submit a plan may be assigned by the administration
26 if it is determined that an insufficient number of volunteers have come forward
27 to perform necessary duties.

28
29 6.7.4 All assignments shall be made as equitably as possible and shall not exceed a
30 maximum of ten (10) hours per year.

31
32 6.7.5 Assignments shall be pro-rated for less-than-full-time unit members (e.g. an
33 eighty percent (80%) faculty member is obligated to eight (80) hours).

34
35 *Note: The modifications set forth in 6.7 (old "G") shall be a pilot for the 2007/08*
36 *school year. However, either party may declare the pilot to be null and void at*
37 *any time during or at the end of the 2007/08 school year and the text shall*
38 *revert to that which existed prior to the modification.*
39

1 6.8 Modification of Work Schedules

2
3 Certificated unit members, including Speech and Language Specialists, Counselors,
4 Nurses, Librarians, and Psychologists, may have their time schedules varied as individual
5 needs arise. These variations will be approved by the principal/supervisor and meet the
6 unit member's hourly work requirement.
7

8 6.9 Pre-School and Children's Center Teachers

9
10 6.9.1 Regular full-time Preschool teachers shall work a minimum of four and one-half
11 (4-1/2) hours per day.
12

13 6.9.2 Regular full-time Children's Center teachers shall work a minimum of five (5)
14 hours per day.
15

16 6.9.3 Insufficient State funding may act to lessen the number of hours in this Section.
17

18 6.10 Parent-Teacher Conferences (K-6)

19
20 6.10.1 A minimum of one (1) parent/teacher conference will be conducted during the
21 school year for each elementary (K-6) student.
22

23 6.10.2 Conferences will be conducted during the normal teacher workday but not
24 during the instructional periods.
25

26 6.11 Coverage for a Teacher on Leave/Absent

27
28 6.11.1 In the event of extenuating circumstances involving a teacher on leave, the site
29 administrator may assign another teacher to cover the class during his/her
30 preparation period or to blend his/her class. The teacher so assigned will be
31 paid extra pay for extra duty on an hourly rate commensurate with the time the
32 teacher is assigned in this capacity. If more than one (1) teacher shares this
33 assignment, the extra pay will be divided among them.
34

35 6.11.2 The District shall not be required to compensate a teacher under this provision
36 until at least thirty (30) minutes of assigned time is involved. Any time in
37 excess of sixty (60) minutes shall be rounded upward to the next one-half (1/2)
38 hour increment.
39

1 6.12 Association Meeting Time

2
3 Two (2) Mondays per month, to be determined by the Association based upon each
4 year's school calendar, will be reserved for Association meetings. YCTA and the District
5 will consult and accommodate the needs of the other on the remaining Mondays.
6

7 6.13 Temporary Administrators

8
9 A unit member who serves as a temporary administrator (e.g. to manage student
10 discipline) shall not have authority to:

- 11
12 a. hire, transfer, suspend, lay off, recall, promote, discharge, reward, evaluate, or
13 discipline other unit members; or
14
15 b. assign work to or direct the work of unit members, except in an emergency; or
16
17 c. adjust grievances; or
18
19 d. hear and/or address parent complaints regarding unit member actions.
20

21
22 **ARTICLE 7: INSTRUCTIONAL RESPONSIBILITIES**

23
24 All initial instruction shall be provided by teachers holding appropriate credentials. Individuals
25 may provide assistance to the classroom teacher. Individuals providing instructional assistance
26 in the classroom shall function only under the direction of the classroom teacher and may not
27 perform initial instruction.
28

29
30 **ARTICLE 8: EVALUATION PROCEDURES**

31
32 8.1 General Provisions

33
34 8.1.1 Purpose

35
36 The primary purpose of evaluation is to improve instruction and/or services to
37 students.
38

39 8.1.2 Criteria

- 40
41 a. Bargaining unit members shall be evaluated, and their competency
42 assessed, as it reasonably relates to:
43

- 1 (1) the evaluation criteria mandated by the Stull Act (California
2 Education Code section 44662),
3
4 (2) the California Standards for the Teaching Profession, and
5
6 (3) additional evaluation and assessment guidelines or criteria related
7 to a unit member's assignment, job description, adjunct duties, and
8 teacher responsibilities as set forth in Appendix A.
9
- 10 b. Except as required by law, a unit member shall not be held accountable for
11 those aspects of the educational program which he/she has no authority to
12 correct or control.
13

14 8.1.3 Processes and Timetable for Evaluation
15

- 16 a. Unit members shall be subject to evaluation, as appropriate, pursuant to
17 either 8.2 - Traditional Evaluation Process, or 8.3 - Alternative Evaluation
18 Process.
19
- 20 b. The formal written evaluation shall be completed and delivered at least
21 thirty (30) calendar days prior to the last teacher work day on the school
22 calendar.
23
- 24 c. Every probationary unit member shall be evaluated by the administration
25 in writing at least once each school year.
26
- 27 d. Except as noted below, every permanent unit member shall be evaluated
28 by the administration in writing at least every other school year.
29
- 30 (1) By mutual agreement of the evaluator and the unit member to be
31 evaluated, the unit member shall be evaluated at least once every
32 five (5) years (using either the Traditional (8.2) or the Alternative
33 (8.3) process of evaluation) provided all of the following
34 conditions apply:
35
- 36 • the unit member has achieved permanent status;
 - 37
 - 38 • the unit member has been employed by the District for ten
39 (10) consecutive years;
 - 40
 - 41 • the unit member's immediate prior evaluation was Meets
42 Standards or above;
43

- the unit member meets the Federal definition of “highly qualified” if those personnel occupy positions that are required to be filled by a highly qualified individual by the Federal NCLB Act of 2001.

(2) Participation in the multi-year evaluation shall only occur, or continue, with the consent of both the evaluator and the unit member. If either party withdraws consent, withdrawal shall be effective upon written notice. Withdrawal may occur at any time. If the employee withdraws consent, the timeline for evaluation shall be adjusted.

(3) The District, after consultation with the Association, shall establish the protocol that will determine when an eligible unit member starts the five (5) year cycle.

8.1.4 Initial Meeting

- a. The first meeting between the administrator and a returning unit member will occur prior to the end of the eighth (8th) week that class is in session (or by mutual agreement).
- b. For a new hire, the first meeting will occur at the later of the eighth (8th) week that class is in session or four (4) weeks after the first (1st) date of service (in no case shall this be earlier than the eighth (8th) week that classes for the District are in session).

8.1.5 Non-Instructional Unit Members

The performance of noninstructional unit members whose responsibilities cannot be evaluated appropriately under the above-referenced criteria (8.1.2), shall be evaluated and assessed as it reasonably relates to the fulfillment of those responsibilities.

8.1.6 Evaluation Procedures Subject to Grievance

The substantive aspects of the unit member’s evaluation, such as (1) goals, (2) teaching strategies, (3) curriculum standards, or (4) conclusions of the administrator, are not subject to the grievance procedure as outlined in this Article. If the evaluation procedure is grieved, and the grievance is found in favor of the grievant, an addendum stating so will be signed by both parties and will be attached to the evaluation.

1 8.2 Traditional Evaluation Process

2
3 8.2.1 Covered Unit Members

4
5 This process shall apply to:

- 6 • all temporary unit members;
- 7 • all probationary unit members;
- 8 • permanent unit members who choose not to participate in Section 8.3;
- 9 • permanent unit members placed in the Traditional Evaluation Process by
- 10 the District.
- 11
- 12
- 13
- 14
- 15

16 8.2.2 Objectives and Strategies

17
18 Each unit member to be evaluated shall have the opportunity to participate in
19 setting his/her objectives, and the strategies for obtaining such objectives,
20 related to Section 8.1.2, above.

- 21
- 22 a. These objectives and strategies shall establish the standards of
- 23 performance of the students and will be in accord with the District
- 24 standards, school goals and instructional requirements of the District.
- 25
- 26 b. The unit member should assess, as much as possible, the skills,
- 27 knowledge, and/or needs of students for whom they are responsible prior
- 28 to meeting with the administrator, as these factors will affect the
- 29 identification of objectives, procedures for their attainment, and the
- 30 methods of assessment.
- 31

32 (1) During the initial meeting (see 8.1.4) for the purpose of setting

- 33 objectives, the following shall be the minimum requirements:
- 34
- 35 • At least two (2) objectives and the strategies used for their
- 36 attainment will be established relative to the progress of
- 37 students toward school goals, and adopted standards of the
- 38 District.
- 39
- 40 • At least one (1) objective will be established relative to the
- 41 performance of other responsibilities not covered above.
- 42

- The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- Nothing in this Section shall be construed in any way to limit the authority of the District to develop and adopt additional evaluation and assessment guidelines or criteria.

(2) The administrator and unit member will establish anticipated times it will take to attain each of the objectives selected and the ways to verify when each has been attained.

- c. If the administrator and the unit member cannot reach agreement on either the strategies and objectives, or the anticipated time required to attain each of the objectives, the conflict shall be resolved by the Assistant Superintendent, Educational Services.
- d. In the event objectives, strategies, methods of verification, and/or time lines set at the initial meeting become inappropriate as a result of updated information, the unit member may request a meeting in order to realistically modify the above.
- e. The evaluation process is ongoing throughout each school year. Unit members are encouraged to consult with their administrator regarding progress. Frequent meetings are an integral part of the improvement of instruction.
- f. At the unit member's request, an observation regarding attainment of an objective may be scheduled.

8.2.3 Observations

- a. Unless otherwise agreed upon, prior to the formal evaluation, the evaluating administrator shall observe the unit member in his/her assigned room or area for at least thirty (30) minutes.
- b. A maximum of three (3) formal observations of unit member behaviors/actions, specific to each student performance objective (see Article 8.2.2), may be made by the evaluator for the purpose of evaluation. This restriction does not apply to a unit member who has received an overall unsatisfactory performance evaluation (whether in the previous year or in the current year).

- 1 c. Observations by the evaluator relative to general teaching methods for
2 instruction which are not unique to a stated student performance objective
3 may be made at the discretion of the evaluator.
4
5 d. Observations shall not be conducted where they would interfere with the
6 private and confidential nature of an employee-student relationship
7 provided ample alternative opportunities for observations by the evaluator
8 will be provided by the unit member.
9
10 e. Written feedback shall be given to the unit member relative to the
11 observations made by the evaluator during any observation for evaluation
12 purposes. This feedback shall be conveyed to the unit member within
13 seven (7) working days, and may include a request for a conference by the
14 administrator if deemed necessary. The unit member may also request a
15 conference to discuss items referenced in the written feedback. The
16 written feedback shall include a notation stating the amount of time spent
17 in each observation.
18

19 8.2.4 Other Information
20

- 21 a. Information used in the evaluation other than that gained through agreed
22 upon methods of verification or direct observation by the evaluator shall
23 be in writing and signed by the observer.
24
25 (1) A copy of such memorandum will be given to the unit member
26 prior to its filing and the unit member may respond in writing.
27
28 (2) This response shall be attached to the memorandum.
29
30 b. No person other than the evaluator and the unit member being evaluated
31 shall participate in the formal evaluation process unless agreed upon by
32 both parties.
33

34 8.2.5 Formal Evaluation
35

- 36 a. A formal evaluation shall be completed and transmitted to the unit
37 member at least thirty (30) calendar days before last teacher work day of
38 the school year in which the evaluation takes place.
39
40 b. This provision is not to be construed to limit the number of observations
41 and/or conferences any particular unit member may receive prior to, or
42 subsequent to, the date set forth in 8.2.5.a.
43

1 8.2.6 Unsatisfactory Evaluation

- 2
- 3 a. An unsatisfactory or needs improvement rating in domains one (1) through
- 4 five (5) of the California Standards for the Teaching Profession shall not
- 5 be included in an evaluation unless the unit member has received prior
- 6 written notification of the performance deficiency from the evaluator,
- 7 suggestions for improvement, and, unless it is not feasible due to time
- 8 constraints, an opportunity to correct the deficiency.
- 9
- 10 b. In the event a unit member receives an overall unsatisfactory evaluation:
- 11
- 12 (1) He/she shall be notified of such fact in writing with a description
- 13 of the unsatisfactory performance.
- 14
- 15 (2) The administrator will confer with the unit member, making
- 16 specific recommendations regarding areas of improvement in the
- 17 unit member's performance and endeavor to assist him/her to
- 18 improve such performance.
- 19
- 20 (3) If such action reduces or eliminates the deficiencies identified in
- 21 the evaluation, a signed memorandum from the evaluator shall be
- 22 attached to the evaluation and a copy sent to the unit member
- 23 stating that the deficiencies have been eliminated or describing the
- 24 degree to which the deficiencies have been reduced.
- 25

26 8.2.7 Peer Assistance and Review (PAR)

- 27
- 28 a. A unit member who receives an overall unsatisfactory evaluation which
- 29 includes three (3) or more unsatisfactory ratings in domains one (1)
- 30 through five (5) of the California Standards for Teaching Profession shall
- 31 participate in the PAR Program (Article 19) in the following school year.
- 32
- 33 b. Unit members who receive unsatisfactory or needs improvement ratings
- 34 which do not require subsequent participation in the PAR Program are
- 35 encouraged to voluntarily participate in the PAR Program in the following
- 36 school year.
- 37
- 38 c. A referral to the PAR Program shall not be based on unsatisfactory ratings
- 39 based on attendance problems, repeated tardiness, failure to complete
- 40 required reports or compliance with other similar administrative
- 41 requirements or directives, and/or other forms of misconduct.
- 42

1 8.3 Alternative Evaluation Process

2
3 8.3.1 Permanent certificated employees may elect to participate in an Alternative
4 Evaluation Process that utilizes a peer coach, a self-evaluation, and a summary
5 statement by the administrator or the administrator's designee. The Alternative
6 Evaluation Process is available under the following conditions:

- 7
8 a. The evaluatee agrees to complete all forms and activities established for
9 the Alternative Evaluation Process.
10
11 b. The administrator approves of the evaluatee's request to participate, the
12 choice of a peer coach and the areas for exploration and experimentation
13 developed by the evaluatee and peer coach.
14
15 c. The evaluatee may discontinue the Alternative Evaluation Process and
16 return to the standard evaluation format by notifying the administrator of
17 his/her intent to do so by November 15.
18

19 8.3.2 The Alternative Evaluation Process shall utilize the following procedures and
20 timelines.

- 21
22 a. The evaluatee shall submit a written request to the administrator to
23 participate in the Alternative Evaluation Process and indicate a choice of
24 peer coach no later than the initial meeting (see 8.1.4 above).
25
26 b. The administrator shall approve or deny the request (including choice of
27 peer coach) within five (5) work days of its receipt.
28
29 (1) A request to participate in the Alternative Evaluation Process shall
30 be considered by the administrator on an individual basis.
31
32 (2) If the administrator determines that the unit member would benefit
33 more from the traditional evaluation model, the determination shall
34 be communicated to the unit member within five (5) work days of
35 receipt of the request to participate.
36
37 (3) A unit member may appeal the denial to the Assistant
38 Superintendent of Human Resources.
39
40 • Once an appeal is filed, a meeting shall be convened to
41 discuss the reasons for the denial. Present at the meeting will
42 be the appellant, the administrator, the Assistant

1 Superintendent of Human Resources and a YCTA
2 representative.

- 3
- 4 • Within five (5) work days after the meeting, the Assistant
5 Superintendent of Human Resources shall render a final and
6 binding determination, citing the reasons for the
7 determination.
- 8

9 c. If approved, the evaluatee and peer coach shall complete and submit a
10 plan for areas of exploration and experimentation by November 15. The
11 administrator shall approve or suggest modifications to the plan within ten
12 (10) work days.

13

14 d. The evaluatee and peer coach will conduct at least three (3) classroom
15 visits and conferences before the evaluatee completes his/her evaluation.

16

17 e. By the end of April, the evaluatee shall complete a self-evaluation and
18 submit it to his/her administrator.

19

20 f. The evaluatee is encouraged to, but is not required to, submit a student
21 evaluation summary.

22

23 g. Within twenty (20) school days of the receipt of the self-evaluation, the
24 administrator shall meet with the evaluatee to complete the administrator's
25 composite evaluation form.

26

27 h. The peer coach shall be provided with reasonable release time to work
28 with the evaluatee.

29

30 8.3.3 The self-evaluation submitted to the administrator by the end of April, and the
31 administrator's composite summary, shall be the official evaluation for the
32 employee and will be placed in the employee's personnel file. The evaluatee
33 may attach additional comments if desired. All communications between the
34 evaluatee and the peer coach, concerning this Alternative Evaluation Process,
35 shall be confidential.

36

37

38 **ARTICLE 9: RECOGNITION AND COVERAGE**

39

40 The District recognizes the Association as the exclusive representative of employees in the
41 Teachers' Unit pursuant to Chapter 10.7 (commencing with Section 3540) of the Government
42 Code.

1 The Teachers' Unit consists of employees in the classifications described below:
2

3 Teachers:

- 4 Elementary
- 5 Middle School
- 6 High School
- 7 Children's Center/Preschool
- 8 Home Based Schooling

9
10 Counselors:

- 11 High School
- 12 Middle School
- 13 Elementary

14
15 Educational Services:

- 16 Psychologists
- 17 Librarians
- 18 Nurses
- 19 Consultants
- 20 Speech and Language Specialists

21
22 This Agreement applies only to employees in the Teachers' Unit.
23
24

25 **ARTICLE 10: GRIEVANCE PROCEDURE**

26
27 10.1 Definitions

28
29 (The definitions listed below pertain to and are only applicable to the Grievance
30 Procedure as described herein.)
31

32 10.1.1 A "grievance" is a claim by one (1) or more unit members as described in
33 Article 9 of this Agreement or the Association that there has been a violation,
34 misinterpretation or misapplication of a provision of this Agreement.
35

36 10.1.2 A "grievant" is a unit member, or group of unit members, or the Association
37 asserting a grievance.
38

39 10.1.3 An "employee" is a person employed by the District, as described in Article 9 of
40 this Agreement, at the time the grievance is filed.
41

42 10.1.4 A "supervisor" is the party against whom the grievance is being filed.
43

1 10.1.5 A “day” is any day during which the grievant is required to perform services for
2 the District. In the case of a grievance involving more than one unit member, a
3 “day” is any day during which one or more grievants is required to perform
4 services for the District.
5

6 10.2 Procedure
7

8 10.2.1 A grievance may be initiated after the grievant has first discussed the matter
9 informally with the supervisor to have the grievance adjusted without
10 intervention by the Association, provided that the adjustment is not inconsistent
11 with the terms of this Agreement. The grievant, by mutual agreement, may
12 request the presence of an additional person at this discussion.
13

14 10.2.2 A grievant may initiate a grievance by filing a completed grievance form with
15 the supervisor. Such forms are obtained from the Assistant Superintendent of
16 Human Resources. Relevant information obtained during the discussion
17 described in Article 10.2.1 above may be utilized. Information copies shall be
18 sent to the supervisor, the Superintendent and, if requested by the grievant, to
19 the Association. Information shall include:
20

- 21 a. A description of the specific grounds of the grievance, including names,
22 dates, and places necessary for a complete understanding of the grievance.
23
- 24 b. A listing of the Article(s) of the Agreement which is/are claimed to have
25 been violated, misinterpreted or misapplied.
26
- 27 c. A listing of the reason(s) why the supervisor’s proposed resolution of the
28 problem is unacceptable.
29
- 30 d. A listing of the specific action(s) requested of the District which the
31 grievant feels will remedy the grievance.
32
- 33 e. A request for a conference with the supervisor if desired.
34

35 10.2.3 A grievance to be considered under this procedure must be initiated within
36 fifteen (15) days after the initial informal meeting and not to exceed twenty (20)
37 days from the date the alleged grievance occurred.
38

39 10.2.4 Subsequent to the action described in Article 10.2.1, a grievant may be
40 represented at all stages of the grievance procedure by himself/herself and, at
41 his/her option, by a representative selected by the Association.
42

1 10.2.5 The supervisor may request a conference with the grievant. The supervisor
2 shall present a written decision to the grievant within fifteen (15) days after
3 receipt of the written grievance, or within fifteen (15) days after the meeting
4 with the grievant, if such meeting is held. Information copies of the decision
5 shall be sent by the supervisor to the Assistant Superintendent of Human
6 Resources, the Superintendent and, if requested by the grievant, to the
7 Association.
8

9 10.3 The Superintendent of the District
10

11 10.3.1 The grievant may appeal the decision of the supervisor to the Superintendent or
12 his/her designee within ten (10) days after receipt of such decision.
13

14 10.3.2 If either the grievant or the Superintendent or his/her designee requests a
15 conference during a grievance procedure, the request must be granted. Either
16 the grievant and/or the Superintendent or his/her designee may request the
17 presence of a representative at any conference contemplated by this Section.
18

19 10.3.3 The Superintendent or his/her designee shall present a written decision to the
20 unit member within fifteen (15) days after receipt of the written grievance or
21 within fifteen (15) days after the meeting with the grievant, if such meeting is
22 held. Information copies of the decision shall be sent by the Superintendent or
23 his/her designee to the supervisor, Assistant Superintendent of Human
24 Resources and, if requested by the grievant, to the Association.
25

26 10.4 Arbitration
27

28 10.4.1 If the grievant is not satisfied with the Superintendent's decision or if no written
29 decision has been rendered within fifteen (15) days after the submission of
30 appeal to the Superintendent, the grievant may, within ten (10) days after the
31 Superintendent's decision or failure to render a decision, request in writing that
32 the Association submit the grievance to arbitration. The Association, by written
33 notice to the Superintendent within fifteen (15) days after receipt of the request
34 from the grievant—or, if the Association is the grievant, within fifteen (15) days
35 after the Superintendent's decision or failure to render a decision--may submit
36 the grievance to arbitration. If any question arises as to the arbitrability of the
37 grievance, such question will be ruled upon by the arbitrator.
38

39 10.4.2 The parties shall select a mutually acceptable arbitrator. Should they be unable
40 to agree upon an arbitrator within ten (10) days of the Association's submission
41 of the grievance to arbitration, submission of the grievance shall be made to the
42 State Mediation and Conciliation Service. If and when a grievance is submitted
43 to the State Mediation and Conciliation Service, the parties will request a list of

1 ten (10) arbitrators from which to choose. The parties will then alternately
2 disqualify arbitrators from the list. The first party to disqualify an arbitrator will
3 be determined by lot. If the parties mutually agree to an arbitrator other than the
4 one from the State Mediation and Conciliation Service, then the Voluntary
5 Labor Arbitration Rules of the American Arbitration Association shall prevail.
6 If the arbitrator is selected from the State Mediation and Conciliation Service,
7 then the rules of the State Conciliation Mediation and Service shall prevail. The
8 fees and expenses of the arbitrator and the hearing shall be borne equally by the
9 District and the Association. All other expenses shall be borne by the party
10 incurring them.

11
12 10.4.3 The arbitrator's decision will be in writing and will set forth his/her findings of
13 fact, reasoning and conclusions on the issues submitted. The arbitrator will be
14 without power or authority to add to, amend, or delete any terms of this
15 Agreement, or to make any decision which requires the commission of an act
16 prohibited by law, or which is violative of the terms of this Agreement. If either
17 party (i.e., the District or the grievant) should file an action pursuant to Section
18 1094.5 of the Code of Civil Procedure in Superior Court for review of the
19 arbitrator's decision within thirty (30) days of receipt of that decision, such
20 decision will be stayed pending review by the court. The court, on review, shall
21 exercise its independent judgment on the evidence. If no action is filed within
22 the thirty (30) day time frame, the decision of the arbitrator, submitted to the
23 Superintendent and the Association, shall become final and binding on the
24 parties to the arbitration.

25
26 10.4.4 This provision of the Agreement calling for arbitration in the grievance
27 procedure shall not be construed as intending the application of Section 1280
28 and following of the Code of Civil Procedure except in the instance where more
29 than thirty (30) days have elapsed since receipt of the arbitrator's decision. If
30 any provision of the Agreement concerning the referral of a grievance to
31 arbitration is determined invalid, then all of the contract providing for referral of
32 a grievance to arbitration shall be reopened for negotiations on that subject
33 matter at the request of either party.

34
35 10.5 General Provisions

36
37 10.5.1 Time allowances set forth in this Grievance Procedure may be extended by
38 mutual consent.

39
40 10.5.2 Any grievance not appealed to the next step of the procedure within the
41 prescribed time limits shall be considered settled on the basis of the answer
42 given in the preceding step.

1 10.5.3 Should the processing of any grievance require that the unit member filing the
2 grievance be absent from his/her regular assignment, it shall be without loss of
3 pay or benefits.
4

5 10.5.4 All documents, communications and records dealing with the processing of a
6 grievance will be filed separately from the personnel files of the participants.
7

8
9 **ARTICLE 11: SALARIES**
10

11 11.1 Salary Schedules
12

13 Each bargaining unit member will receive a salary in accordance with his/her placement
14 on the appropriate salary schedule. (Salary Schedules are attached as Appendix B-1, B-2
15 and B-3).
16

17 11.2 Miscellaneous Provisions
18

19 11.2.1 The District will pay for unit members to take the BCLAD/CLAD/LDS tests up
20 to two (2) times.
21

22 11.2.2 Progression on any of the Teachers', Psychologists', or Children's
23 Center/Preschool Teachers' salary schedules from one (1) year to the next
24 denotes an incremental increase for experience for those unit members in the
25 District.
26

27 a. Salary schedule advancement will only be credited for regular contract
28 work periods.
29

30 b. Hours worked in Extra Pay for Extra Duty assignments do not confer
31 credit on the salary schedule.
32

33 11.2.3 Should any deflator provision be activated by the State, thereby reducing the
34 School District's income, or should any other act or condition that would have
35 the same net effect of reducing income below anticipated levels become a
36 reality, negotiations on the Agreement shall be reopened relative to monetary
37 and related items at the call of the Board. During this period of reduced income
38 and until an agreement has been reached as a result of reopening negotiations,
39 the reduction on any monetary items will not exceed that percentage amount
40 which was imposed upon the District in terms of reduced revenues.
41

1 11.2.4 Unless otherwise negotiated, any negotiated retroactive salary schedule increase
2 will apply to unit members who rendered service or who retired during the
3 applicable school year.
4

5 11.2.5 The Children's Center and Preschool teachers will received a salary schedule
6 increase provided their budget has the capacity to meet any additional demand
7 for salary increases.
8

9 11.2.6 The District and Association acknowledge that standards, i.e. objective criteria
10 and data, are one of many appropriate and important elements of the bargaining
11 process, including the process of determining fair and equitable total
12 compensation settlements.
13

14 a. Accordingly, the District and Association agree that objective data
15 regarding compensation in unified districts in the following counties is
16 relevant for purposes of evaluating options in the area of compensation:
17 Amador; Butte; Contra Costa; Colusa; El Dorado; Napa; Nevada; Placer;
18 San Joaquin; Sacramento; Shasta; Solano; Sonoma; Sutter; Yolo; and
19 Yuba.
20

21 b. The list of comparable districts shall be reviewed annually with the option
22 to revise.
23

24 11.3 Provisions for Placement on Teacher Salary Schedule
25

26 11.3.1 All units are semester units.
27

28 a. Units in excess of a Bachelors or Masters degree must be taken subsequent
29 to the awarding of these degrees.
30

31 b. Unit members shall have their salaries adjusted retroactively for the school
32 year upon submission of additional units by September 15 of the current
33 school year.
34

35 11.3.2 One Thousand Dollars (\$1,000.00) above amount shown on schedule will be
36 paid for an earned Masters degree and One Thousand Two Hundred Fifty
37 Dollars (\$1,250.00) above amount shown on schedule will be paid for a
38 doctorate with a full teaching credential and One Thousand Dollars (\$1,000.00)
39 to teachers who have obtained National Board for Professional Teaching
40 Standards Certification.
41

42 11.3.3 Any unit member who has been on:
43

- 1 a. Column V, Step 13, for three (3) consecutive years will receive a One
2 Thousand Two Hundred Fifty Dollar (\$1,250.00) anniversary increment
3 starting the fourth (4th) year at that step.
4
5 b. Column V, Step 13, for seven (7) consecutive years will receive an
6 additional One Thousand Five Hundred Dollar (\$1,500.00) anniversary
7 increment starting the eighth (8th) year at that step.
8
9 c. Column V, Step 13 for eleven (11) consecutive years will receive an
10 additional One Thousand Seven Hundred Fifty Dollar (\$1,750.00)
11 anniversary increment starting the twelfth (12th) year at that step.
12
13 d. Column V, Step 13 for fourteen (14) consecutive years will receive an
14 additional Two Thousand Dollars (\$2,000.00) anniversary increment
15 starting the fifteenth (15th) year at that step.
16
17 e. Column V, Step 13 for seventeen (17) consecutive years will receive an
18 additional Two Thousand Dollars (\$2,000.00) anniversary increment
19 starting the eighteenth (18th) year at that step.
20
21 f. The anniversary increment for each employee will be prorated
22 proportionally based on that portion of hours/days worked in relation to
23 the description of hours under Article 6 of this Agreement. This amount
24 will continue to be paid each year thereafter.
25

26 11.3.4 Experience credit at the time of initial hire is granted on the basis of one (1) step
27 for each year of properly verified certificated teaching experience with a
28 limitation of six (6) years of such credit. After the sixth (6th) year of such
29 experience, one (1) year of credit is granted for each two (2) years of
30 experience.
31

32 11.3.5 Up to five (5) years of experience for vocational or commercial experience may
33 be granted for that vocational or commercial experience that exceeds the
34 experience requirements necessary to obtain the credential. Such additional
35 vocational or commercial experience, in order to be deemed acceptable, must
36 conform to the type of work experience appropriately related to the teaching
37 subjects, as determined and held acceptable by the credential commission.
38 Vocational or commercial experience for salary placement will be granted only
39 to holders of credentials with a specialization in vocational trade and technical
40 teaching and only if the unit member is teaching in those subject areas, as
41 required by the District, and that are authorized by the credential.
42

1 11.4 Provisions for Placement on School Psychologists' Salary Schedule

2
3 11.4.1 One Thousand Dollars (\$1,000.00) above the amount shown on schedule will be
4 paid for an earned Masters degree and One Thousand Two Hundred Fifty
5 Dollars (\$1,250.00) above amount shown on schedule will be paid for a
6 Doctorate with a School Psychologist's credential.
7

8 11.4.2 Any unit member on the Psychologists' Salary Schedule will receive
9 anniversary increments as follows:

- 10
11 a. One Thousand Two Hundred Fifty Dollars (\$1,250.00) starting with the
12 equivalent of seventeen (17) years in the District.
13
14 b. An additional One Thousand Five Hundred Dollars (\$1,500.00) starting
15 with the equivalent of twenty-one (21) years in the District.
16
17 c. An additional One Thousand Seven Hundred Fifty (\$1,750.00) starting
18 with the equivalent of twenty-five (25) years in the District.
19
20 d. An additional Two Thousand Dollars (\$2,000.00) starting with the
21 equivalent of twenty-eight (28) years in the District.
22
23 e. An additional Two Thousand Dollars (\$2,000.00) starting with the
24 equivalent of thirty-one (31) years in the District.
25

26 11.5 Provisions for Placement on Preschool and Children's Center Salary Schedule

27
28 11.5.1 All substitutes are paid at Column I, Step 1.
29

30 11.5.2 All units are semester units.
31

32 11.5.3 A teacher designated as "Head Teacher" is to receive One Dollar (\$1.00) per
33 hour above his/her appropriate step placement.
34

35 11.5.4 Experience credit is granted on the basis of one (1) step for each year of
36 properly verified certificated teaching experience within an appropriate
37 program.
38

39 11.5.5 Children's Center teachers and Preschool teachers will be paid on the following
40 formula:
41

$$\frac{\text{hourly rate} \times \text{hours worked per day} \times \text{days worked per year}}{\text{number of months worked as full-time employee}}$$

1
2 11.5.6 The Preschool and Children’s Center teachers shall receive a salary schedule
3 increase provided their budget has the capacity to meet any additional demand
4 for salary increases. In the event that teachers from the Preschool and
5 Children’s Center did not receive the same adjustment to their salary schedule
6 as the rest of the unit in the previous year, the District will set aside
7 unexpended, unrestricted Preschool and Children’s Center monies to adjust the
8 salary schedule up to the same level as certificated staff.
9

10
11 **ARTICLE 12: EXTRA PAY FOR EXTRA DUTY**
12

13 12.1 General Provisions
14

15 12.1.1 Posting: Except in the case of a returning assignment, all Extra Pay for Extra
16 Duty assignments shall be posted or advertised for a minimum of three (3)
17 working days prior to being filled.
18

19 12.1.2 Discretion of the District: All Extra Pay for Extra Duty assignments are made
20 at the discretion of the District.
21

22 12.1.3 Annual Determination: Each year, the District shall determine which Extra Pay
23 for Extra Duty assignments shall be offered.
24

25 12.2 Monetary Amounts
26

27 The monetary amounts for extra pay for extra duty assignments are identified in the Extra
28 Pay/Extra Duty Pay Schedule, attached to this Agreement as Appendix C.
29

30 12.3 Academic Coach
31

32 Those teachers volunteering as Academic Coaches and approved by the administration
33 will receive their hourly rate of pay as reflected on the salary schedule.
34

35 12.3.1 In order to qualify for pay, the Academic Coach must:
36

- 37 a. Teach in an area approved by the administration.
38
39 b. Teach a minimum number of students as determined by the
40 administration.
41
42 c. Teach for a designated length of time as determined by the administration.
43

- 1 d. Be responsible for the care and maintenance of all equipment needed to
2 teach.
3
4 e. Submit a written evaluation to the administrator at the end of the teaching
5 assignment.
6
7 f. Sign an hourly rate agreement.
8

9 12.3.2 An Academic Coach assignment may be discontinued by either the Academic
10 Coach or the site administrator at any time.
11

12 12.4 After-School Athletics
13

14 12.4.1 Placement of Coaches on the Coaches Salary Schedule
15

- 16 a. Coaches without prior experience will be paid on Class I.
17
18 b. Progression from class to class denotes the completion of a full season of
19 coaching experience in a given sport.
20
21 c. In making initial class placement, prior full-season coaching experience
22 will be given according to the following:
23
24 (1) One-for-one experience at the same level of responsibility, whether
25 inside or outside the District.
26
27 (2) A unit member accepting a new and/or additional coaching
28 assignment will be paid:
29
30 • an amount at least equal to the stipend paid in a previous
31 District coaching position if in a higher level on the schedule.
32
33 • an amount based on a one-for-one year's experience if at the
34 same or lower level.
35

36 12.4.2 High School Athletics
37

38 To qualify for the appropriate coach's salary (either Class I, Class II, Class III,
39 Class IV, or Class V) a coach must:
40

- 41 a. Carry out coaching duties a minimum of twelve (12) hours per week
42 (except weeks interrupted by school holidays).
43

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- b. Spend at least five (5) of the twelve (12) hours specified in Article 12.4.2.a., above, coaching practices or contests.
 - c. Spend at least three (3) of the remaining seven (7) hours at such tasks as:
 - (1) Preparation of athletes prior to practices or contests.
 - (2) Supervision of activities related to post-practice/contest athletic responsibilities.
 - (3) Facility preparation.
 - (4) Equipment monitoring and care.
 - (5) Supervision of athletes during travel to “away” games.
 - d. Spend at least two (2) hours in addition to those required in Sections 12.4.2.b. and 12.4.2.c. above in activities the coaches deem necessary for successful team performance.
 - e. The remaining two (2) hours would be utilized at the coach’s discretion for any of the above time stipulations.
 - f. Meet a minimum of inter-scholastic contests as designated by the assigned league of the Sac-Joaquin Section of the CIF, freshman competition, cross league, and State CIF rules and regulations.
 - g. No team will exceed student athlete limits as established by the coach in conjunction with the principal and Athletic Director. The limits shall only be based upon uniforms available, safety, transportation, practice facilities, and league and State rules.

33 12.4.3 K-8/Middle Schools’ Athletics

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- a. To qualify for the appropriate coach’s salary (Class I, Class II, Class III, Class IV or Class V) a coach at the K-8/middle school level must:
 - (1) Conduct an average of at least four (4) regularly scheduled organized practices and/or contests each week. At least two (2) of these activities shall be organized practices. As many more practice sessions as necessary for proper preparation may be held.

1 (2) Work a minimum of seven (7) hours per week including practices,
2 contests and meetings relative to the sport being coached.

3
4 (3) "Practices" and "contests" as used in this Section include those
5 activities immediately related to the practice or contest (e.g.,
6 warm-up activities).

7
8 b. No team will exceed student athlete limits as established by the coach in
9 conjunction with the principal and Athletic Director. The limits shall only
10 be based upon uniforms, safety, transportation, practice facilities, and
11 league and State rules.

12
13 c. No coach may be involuntarily required to supervise or assist in
14 supervising another coach's team during any practice or contest.

15
16 d. Officials for K-8/Middle School Athletic Contests

17
18 (1) Only officials for YCUSD teams will be paid.

19
20 (2) YCUSD certificated personnel have first priority to referee games.
21 Regularly scheduled practices may not be canceled for this
22 purpose. Time spent officiating shall not count as part of the seven
23 (7) hours per week as required in Section 12.5.3.e above.

24
25 (3) If a YCUSD certificated person is not available to officiate, an
26 NCOA official or other qualified person will be obtained.

27
28 e. "Traveling Teams"

29
30 The designation of a middle school athletic team as "traveling" shall be
31 made in advance, by the Middle School Athletic Director.

32
33 f. Shortened Season - K-8/Middle School Level

34
35 When a sport at the K-8/middle school level must be shortened, the
36 coach's rate of pay will be a weekly stipend prorated according to their
37 current placement on the coaching schedule.

1 12.4.4 Play-Off Pay

- 2
- 3 a. Play-off pay will be provided only for high school sports. It shall be paid
- 4 only for those sports, and only to the regular coaches of the sports, whose
- 5 athletes qualify for and participate in a league-mandated post-season
- 6 competition.
- 7

8 12.5 Compensatory Day Off for Saturday In-Service Training

9

10 School districts in general, and the Yuba City Unified School District in particular, are

11 having a difficult time recruiting sufficient numbers of substitutes. As a result, the

12 District and YCTA agree that some inservice sessions may be conducted on other days

13 than those specified in Article 6.1. and those certificated unit members voluntarily

14 attending those inservice sessions may request to take a day of compensatory time. The

15 conditions associated with the practice are:

16

17 12.5.1 The unit member may apply for the compensatory day only after he/she has

18 attended the inservice workday.

19

20 12.5.2 Compensatory days should be requested a week in advance so that adequate

21 substitutes can be obtained.

22

23 12.5.3 The District will guarantee compensatory days for five (5) persons who request

24 the same compensatory day off. After the first five (5) persons take

25 compensatory days off, the District will allow the next ten (10) requests for the

26 same day subject to change depending upon the conditions for that particular

27 day relative to substitute availability.

28

29 12.5.4 Days that may not be requested for compensatory time off are:

30

- 31 a. Inservice curriculum workdays.
- 32
- 33 b. Conference days as designated on the student attendance calendar.
- 34
- 35 c. The day before or the day after holidays of a week's duration or longer.
- 36
- 37 d. The last day of school.
- 38

39 12.5.5 A unit member having earned two (2) compensatory days off may take them off

40 on consecutive days.

41

42 12.5.6 Compensatory days must be taken in the year they were earned.

43

1 12.6 Conference Stipend

2
3 12.6.1 Amount per School Site: Each school site shall receive One Dollar (\$1.00) per
4 enrolled student based upon the previous year's CBED's count.

5
6 12.6.2 Use of Funds: The dollars may be used to:

- 7
8 a. pay the cost of a substitute where the teacher absents himself/herself for
9 the purpose of attending District-approved professional conferences,
10 approved workshops, or visits to other school classrooms.
11
12 b. help teachers defray expenses when attending the above activities when
13 school is not in session.
14

15 12.7 10th Grade Counseling Program

16
17 This program is not to exceed the monies received from the State for the 10th grade
18 counseling program. The first priority of this program will be given to those students
19 who are in jeopardy of not meeting the grades and credits for high school graduation.
20 This program would:

21
22 12.7.1 Utilize ten (10) days of the State requirements class each semester.

23
24 12.7.2 Provide information in the area of the world of work and how decisions and
25 goals should be examined to enable students to choose their educational
26 direction for their junior and senior years.
27

28 12.7.3 Provide opportunity to complete and compare an interest and aptitude survey as
29 part of the information for decision making.
30

31 12.7.4 At the completion of this short unit, counselors would provide group and
32 individual counseling to students and their parents concerning educational and
33 occupational directions.
34

35 12.7.5 Persons trained in career development hired from outside the District –
36 preferably counseling interns from California State University, Sacramento –
37 who have had training in career education, testing, and the other areas
38 mentioned previously would assist in implementation of that program.
39

40 12.8 Academic Coordinators/Facilitators

41
42 12.8.1 Academic Coordinators/Facilitators are utilized by the District for a variety of
43 projects and assignments. They include the following:

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- a. District Level Coordinators
- b. District Level Program Specialists
- c. District Level Facilitators
- d. High School Cross-Curricular Leaders
- e. High School Content Leaders
- f. High School Task Force Leaders
- g. Site Coordinators (including Middle School Coordinators)
- h. Site Facilitators

12.8.2 Academic Coordinators/Facilitators shall be compensated as set forth in Appendix C.

12.8.3 At a Comprehensive High School, Content Leaders will be assigned in the following eight (8) content areas: Math, Science, ELA/ELD, HSS, VAPA, Foreign Language, PE and CTE.

12.8.4 The Superintendent (or designee), at the discretion of the District, may assign High School Content Leaders in other content areas according to the needs of the site.

- a. At any time that the District determines that there is a need to assign a Content Leader under this section, the District shall provide to YCTA a description of duties, proposed compensation and release days (if applicable) no later than five (5) working days prior to posting the position.
- b. Duty descriptions shall be on file at the District's Human Resources Department.

12.8.5 Release Days for Comprehensive High School Content Leaders

- a. High School Content Leaders are allotted substitute release days in the following amounts.

- 1 (1) Up to fifteen (15) substitute release days per school year for High
2 School Content Leaders in English Language Arts (ELA/ELD) and
3 Mathematics (Math).
4
5 (2) Up to ten (10) substitute release days per school year for High
6 School Content Leaders in Science, P.E. and HSS.
7
8 (3) Up to five (5) substitute release days per school year for any Tier
9 Four High School Content Leader not listed in (1) or (2) above.
10
11 b. Each use of release time is subject to prior approval by the site
12 administrator. Approval will depend on the availability of substitutes for
13 the requested day of release.
14
15 c. Substitute release days may be used only in full day increments, except as
16 follows:
17
18 (1) Release time may be taken, under this section, in increments of no
19 less than two (2) full periods, provided that substitute time is
20 available on a period-by-period basis. If period-by-period
21 substitute employees are not available on site, then the release time
22 shall be charged in a full-day increment, although it may be used
23 for less than the full day.
24
25 (2) The total cost of the release time of any High School Content
26 Leader for each school year shall not exceed the cost of the release
27 days set forth in Section 12.8.5.a whether or not they are used in
28 full or partial day increments.
29

30 12.8.6 Release Days for High School Cross-Curricular Leaders
31

- 32 a. High School Cross-Curricular Leaders are allotted up to fifteen (15)
33 substitute release days per year.
34
35 b. Each use of release time is subject to prior approval by the site
36 administrator. Approval will depend on the availability of substitutes for
37 the requested date of release.
38
39 c. Substitute release days may be used only in full day increments, except as
40 follows:
41

- 1 (1) Release time may be taken, under this section, in increments of no
2 less than two (2) full periods, provided that substitute time is
3 available on a period-by-period basis. If period-by-period
4 substitute employees are not available on site, then the release time
5 shall be charged in a full-day increment, although it may be used
6 for less than the full day.
7
8 (2) The total cost of the release time of any High School Cross-
9 Curricular Leader for each school year shall not exceed the cost of
10 the release days set forth in Section 12.8.6.a whether or not they
11 are used in full or partial day increments.
12

13 12.8.7 Unit members who are assigned to serve as High School Content Leaders:

- 14
15 a. Must be permanent employees.
16
17 b. Shall teach in the content area a minimum of:
18
19 (1) three (3) periods in a six (6) period day schedule.
20
21 (2) two (2) period in a four (4) period block schedule.
22
23 c. Are subject to the following selection process:
24
25 (1) A majority of teachers in the site's content area shall nominate one
26 (1) candidate for the duty assignment and forward the nomination
27 to the Principal.
28
29 (2) If the Principal rejects the first nominee, a majority of the teachers
30 in the site content area shall nominate two (2) additional candidates
31 and forward the nominations to the Principal to make a selection.
32
33 (3) Should the Principal reject both additional nominees, the following
34 selection process shall apply.
35
36 (a) Any qualified applicant shall be considered by a three (3)
37 person selection panel that consist of one (1) site level
38 administrator and two (2) teachers, of whom at least one (1)
39 teaches in the same subject area of the Content Leader to be
40 selected.
41

1 (b) The panel shall interview the candidates who seek to be
2 assigned as High School Content Leader and make
3 recommendations to the Principal.
4

5 (c) The Principal shall give consideration to, but shall not be
6 bound by, the recommendations of the panel.
7

8 d. Shall serve for the following term:
9

10 (1) Two (2) consecutive school years;
11

12 (2) Renewable for one (1) additional two (2) year term.
13

14 12.8.8 The Superintendent (or designee), at the discretion of the District, may assign
15 High School Cross-Curricular Leaders and/or Task Force Leaders according to
16 the needs of the District.
17

18 a. If the District determines that there is a need to assign a Leader under this
19 section, the District shall provide to YCTA a description of duties, the tier
20 assignment and release time (if applicable) no later than five (5) working
21 days prior to posting the position.
22

23 b. Duty descriptions shall be on file at the District's Human Resources
24 Department.
25

26 12.8.9 Unit members who are assigned to serve as Comprehensive High School Cross-
27 Curricular Leaders and Task Force Leaders:
28

29 a. Are employees who facilitate groups which study issues and create and
30 propose strategies for student success.
31

32 b. Must be permanent employees.
33

34 c. Are subject to the following selection process.
35

36 (1) Any qualified candidate shall be considered by a three (3) person
37 selection panel that consists of one (1) site level administrator and
38 two (2) teachers.
39

40 (2) The panel shall interview the candidates who seek to be assigned
41 as High School Cross-Curricular Leader or Task Force Leader and
42 make recommendations to the Principal.
43

- 1 (3) The Principal shall give consideration to, but shall not be bound
2 by, the recommendations of the panel.
3

4 12.9 Independent Study/Home/Hospital Instructors
5

6 12.9.1 A K-12 teacher who volunteers as an Independent Study or Home/Hospital
7 Instructor, and who is approved by the District, will receive their hourly rate of
8 pay as reflected on the salary schedule. This shall not apply to full-time 9-12
9 Independent Study Instructors.
10

11 12.9.2 Criteria for Choosing Home/Hospital Instructors (Non-Special Education)
12

13 a. Teachers will be chosen from a pool in order of priority:
14

15 (1) The child's classroom teacher. (If the teacher is not a part of the
16 original pool of instructors, every effort will be made to give that
17 person a chance to be included.)
18

19 (2) A teacher with experience at grade level (elementary, middle
20 school, high school).
21

22 (a) from the school site,
23

24 (b) from the rest of pool.
25

26 b. Teachers will be chosen from the pool on a rotating basis.
27

28 c. If two (2) teachers have the same priority, the home/hospital instructor
29 will be picked by lottery.
30

31 d. An instructor full-time teaching position will not be considered for more
32 than three (3) students at a time.
33

34 12.10 Student Teacher/Master Teacher
35

36 12.10.1 Student teachers will only be assigned to those unit members who have on file
37 with the building principal a written agreement to serve as a master teacher.
38

39 12.10.2 The following formula will be used to compute the amount paid:
40

41 $\frac{1}{2}$ (Phase I plus Phase II)
42

1 12.10.3 Absent extraordinary circumstances, an agreement to serve as a master teacher
2 may not be rescinded during the year in which it was exhausted.
3

4 12.11 V.E.A. Funded Instruction
5

6 12.11.1 Those teachers approved by the school principal and the Assistant
7 Superintendent, Instructional Services to instruct students eligible for V.E.A.
8 funded instruction will receive extra-duty pay, provided the instruction occurs
9 beyond the regular contract hours.
10

11 12.11.2 Extra-duty pay for V.E.A. funded instruction shall be at the teacher's hourly rate
12 as reflected on the salary schedule.
13

14 12.12 Lead Teachers - Middle School
15

16 12.12.1 Lead Teachers' tenure will be a two (2) year term.
17

18 12.12.2 Lead Teachers will be given release time during study hall/elective time.
19

20 12.12.3 Lead Teachers will perform duties as determined by a consensus of the site level
21 grade level teachers and site administrator.
22

23 12.12.4 Lead Teachers will have been a unit member for the past three (3) years.
24

25 12.12.5 Lead Teachers shall be selected by a consensus of teachers and administration.
26

27 12.12.6 If approved by a consensus of teachers and the administration, two (2) teachers
28 may share the Lead Teacher position and the stipend.
29

30 12.12.7 Lead Teachers will serve a two (2) year term with one (1) option for an
31 additional term effective July 1, 1994. Lead Teachers may serve a maximum of
32 two (2) terms.
33

34 12.12.8 The Special Education Lead Teacher at Gray Avenue Middle School shall be
35 paid a Lead Teacher stipend.
36

37 12.13 Notification
38

39 12.13.1 General
40

- 41 a. Verbal and/or written notice will be provided by the administration to unit
42 members holding positions enumerated in this Article if a decision is made
43 not to continue him/her in that position for the following year.

- 1
2 b. The administration will determine whether the notice shall be written or
3 verbal.
4

5 12.13.2 Athletic Coaches
6

- 7 a. Within thirty (30) calendar days of the last CIF-sanctioned event of the
8 sport, the District shall notify a Head Coach of the District's decision to
9 nominate him/her to the Board as a returning coach for the coming season.
10 The decision shall be in writing if offered a position and verbal in all other
11 cases.
12
13 b. Assistant Coaches shall be notified within thirty (30) calendar days after a
14 Head Coach has accepted his/her position.
15
16 c. Within thirty (30) calendar days of a District offer of continuation, a coach
17 offered continuation shall accept or decline.
18
19 d. All appointments are subject to Board confirmation and authorization of
20 the sport.
21
22 e. All positions not filled by a returning unit member shall be advertised to
23 the bargaining unit and interested person encouraged to apply.
24
25 f. This provision (Section 12.13.2) shall apply to all positions referenced in
26 Appendix C, Section 2.
27

28 12.14 Academy Inservice Program
29

30 12.14.1 In coordination with the Staff Development Committee's recommendations, the
31 Yuba City Unified School District Academy Inservice Program provides
32 inservice activities for staff when they are not on contracted work status.
33 Inservice activities will be implemented through the office of the Assistant
34 Superintendent, Instructional Services as appropriate.
35

36 12.14.2 Presenters for the Academy may include, but are not limited to, unit members.
37

38 12.14.3 Attendees will receive one (1) unit toward credit on the salary schedule for
39 fifteen (15) hours of completed Academy inservice.
40
41

1 **ARTICLE 13: HEALTH, DENTAL, LIFE AND VISION INSURANCE**
2

3 13.1 The District and the Association agree to meet and negotiate annually regarding the
4 health, dental, life and vision benefit plans including the option to change carrier(s). A
5 description of the health, dental, life, and vision benefit plans for unit members is
6 attached to this Agreement as Appendix D.
7

8 13.2 The District and the Association agree to meet annually, in September, to review benefit
9 plans, administration of benefit plan(s), and options for cost containment.
10

11
12 **ARTICLE 14: LEAVES**
13

14 14.1 Sick Leave/Disability Leave
15

16 14.1.1 All full-time members in the teacher’s unit shall be entitled to one (1) day’s sick
17 leave per working month for a minimum of ten (10) sick leave days per year.
18 Unit members whose regular contract is extended by one working month
19 (eighteen (18) days) will be granted one (1) additional sick leave day to a
20 maximum of twelve (12) days of sick leave per year. Regular unit members
21 who are employed for only a portion of the school day or school year will be
22 granted sick leave on a prorated basis.
23

24 14.1.2 Accumulated sick leave may be utilized by the unit member for disability
25 resulting from illness, injury, pregnancy, miscarriage, childbirth, and recovery
26 therefrom.
27

28 a. If the use of accumulated sick leave is opted by the unit member, the unit
29 member may utilize any accumulated sick leave during the time the
30 physician will certify that he/she is disabled. Additional days of disability
31 as required by the unit member’s physician and certified as such will
32 enable the unit member to collect difference pay as stipulated in Education
33 Code Section 44977 (as amended on April 28, 1998) for a period of one-
34 hundred (100) days or less. Non-contracted work periods are not included
35 in the one-hundred (100) day period.
36

37 b. If the unit member elects not to utilize his/her accumulated sick leave, the
38 unit member will be granted a leave without pay.
39

40 c. If the unit member elects to utilize only a portion of the days of
41 accumulated sick leave during such time as he/she is disabled, the
42 remainder of days of disability shall be without pay to the unit member.
43

- 1 d. If additional leave is necessitated at the advice of the physician,
2 subsequent to the beginning of the leave, the unit member will notify the
3 Superintendent or his/her designee.
4
- 5 e. If the unit member requests additional leave beyond the period of time
6 certified by his/her physician as disability leave, it may be granted,
7 without pay to the unit member. The determination shall be based on the
8 following criteria:
9
- 10 (1) The welfare of school children in terms of continuing education,
11 and
12
- 13 (2) The availability of a suitable replacement.
14
- 15 f. The unit member shall be allowed to return at such time as the unit
16 member's physician determines that he/she is capable of performing
17 his/her professional duties. The Superintendent or his/her designee shall
18 be notified of such determination.
19
- 20 g. When a unit member has exhausted all available sick leave and differential
21 leave and is not medically able to resume the duties of his/her position,
22 he/she will be placed on a re-employment list in accordance with the
23 provisions of Education Code Section 44978.1.
24

25 14.1.3 In addition to the above provisions governing absence from duty for sick
26 leave/disability leave, the following shall apply in cases of:
27

28 a. Pregnancy
29

30 A notification of a leave of absence due to pregnancy, miscarriage,
31 childbirth, and recovery therefrom shall be presented to the Superintendent
32 or his/her designee in writing at least thirty (30) days prior to the
33 anticipated time that such leave will begin. Such notification shall be
34 accompanied by a letter of verification signed by the unit member's
35 physician stipulating the date on which the disability shall commence and
36 terminate.
37

1 b. Disabilities Capable of Advanced Planning

2
3 If the disability is not of an emergency nature, but is actually capable of
4 being planned in advance, e.g., corrective surgery, the length of the leave,
5 including the date upon which the leave shall commence and the date upon
6 which the unit member shall resume duties, shall be determined on the
7 basis of consultation between the unit member and the Superintendent or
8 his/her designee at least thirty (30) days prior to such anticipated leave, or
9 at such time the physician specifies if it is less than thirty (30) days. Such
10 determination shall be based on the following criteria:

- 11
12 (1) The welfare of school children in terms of continuity of
13 instruction, and
14
15 (2) The availability of a suitable replacement.

16
17 A letter from the unit member's physician verifying the length of time
18 necessary for the disability leave and the latest date when the disability
19 leave must commence shall be filed with the Assistant Superintendent of
20 Human Resources and shall be the basis for the above determination.

21
22 c. Disabilities of an Unplanned or Emergency Nature (Sick Leave)

23
24 If the disability is of an unplanned or emergency nature, the length of the
25 leave, including the date upon which the leave will commence and the
26 date the unit member shall resume duties will be determined by the unit
27 member or the unit member and his/her physician.

28
29 Leaves in this category may be subject to written verification by the unit
30 member's physician after three (3) days.

31
32 14.1.4 In the event a work stoppage becomes apparent, the Superintendent may require
33 verification from a physician for any days of sick leave taken.

34
35 14.1.5 At the beginning of each school year every unit member shall receive a sick
36 leave entitlement for the school year. A unit member may use his/her credited
37 sick leave at any time during the school year.

38
39 14.1.6 The Board or its designated representative(s) shall provide each unit member
40 with a written statement of:

- 41
42 a. Accrued sick leave total, and

1 b. Sick leave entitlement for the year.

2
3 Such statement shall be provided as close as possible to October 30 of each
4 year.

5
6 14.1.7 Unit members transferring from districts within California may transfer their
7 accumulated sick leave to the District.

8
9 14.2 Personal Necessity Leave

10
11 14.2.1 Death, Serious Illness or Accident

12
13 a. Unlimited Days

14
15 Any days of leave of absence for sick leave/disability leave (see Article
16 14.1) may be used by the unit member for the following reasons:

17
18 ! Death or serious illness of a member of his or her immediate
19 family.

20
21 ! Accident, involving his or her person or property, or the person or
22 property of a member of his or her immediate family.

23
24 b. Permission to Use

25
26 Advance permission is not required for this leave. The employee shall,
27 however, advise his/her supervisor of the circumstances as soon as
28 reasonably possible and shall complete a leave form when he/she returns
29 to work.

30
31 14.2.2 Other Personal Necessity

32
33 a. Seven (7) Total Days Per Year

34
35 Up to seven (7) days of leave of absence for sick leave/disability leave
36 (see Article 14.1) may be used each year by the unit member, in cases of
37 other personal necessity as defined below.

38
39 b. Emergency

40
41 Leave pursuant to this paragraph (2.b.) shall be limited to circumstances
42 that are emergency in nature.

1 (1) To qualify as an emergency, the situation must meet all of the
2 following criteria:

3
4 (a) Is serious in nature;

5
6 (b) The unit member cannot reasonably be expected to
7 disregard;

8
9 (c) Requires immediate action; and

10
11 (d) Cannot be taken care of after work hours or on weekends.

12
13 (2) Advance request for Emergency leave shall be submitted in writing
14 on a Leave Request Form to the supervising administrator in
15 advance whenever possible.

16
17 (3) In those situations when a written request has not been submitted
18 due to the nature of the emergency, the form requesting personal
19 necessity leave shall be completed by the unit member upon return
20 to work.

21
22 (4) Extreme Circumstances

23
24 In extreme circumstances, additional (i.e., more than seven (7)
25 total) days of sick leave may be utilized if the situation meets all of
26 the criteria set forth in Section 14.2.2.b(1), above). Such
27 additional days are at the sole discretion of the Superintendent.

28
29 c. Personal

30
31 (1) Up to five (5) days of leave of absence allotted for personal
32 necessity may be used each year by a unit member, for personal
33 reasons. In the event the reason for the personal leave is private in
34 nature involving the unit member or his/her family, the unit
35 member will so state, and the details of the private nature of the
36 request will not be pursued.

37
38 (2) Such leaves may not be used for matters of purely personal
39 convenience, recreation, or to intentionally extend holidays.

40
41 (3) A unit member may take such leave if he/she completes and
42 submits to the District's Personnel Department the necessary
43 notification form at least five (5) days in advance.

1
2 (4) Such leave shall not be used for concerted activity.
3

4 d. AB 109
5

6 In addition to leaves available to unit members in this Section (i.e.
7 Personal Necessity Leave), unit members are entitled to use, in any
8 calendar year, up to five (5) days of accrued and available sick leave to
9 attend to an illness of a child, parent, or spouse of the employee.
10

11 14.2.3 Compensation
12

13 Leaves in this category may not be taken for the purpose of conducting business
14 for which the employee could reasonably be expected to receive compensation.
15

16 14.2.4 Falsification of Leave
17

18 Any bargaining unit member who falsifies a request for personal necessity leave
19 shall be guilty of a violation of the Agreement and subject to appropriate
20 discipline.
21

22 14.3 Bereavement Leave
23

24 14.3.1 Every unit member shall be entitled to three (3) days of paid leave of absence,
25 or five (5) days if travel is out of the state or more than two hundred fifty (250)
26 miles, due to the death of any member of his/her immediate family. In addition,
27 a unit member may be allowed, upon request, one (1) day of bereavement leave
28 to attend the funeral of a student enrolled in his/her class at the time of death.
29 This leave shall not be deducted from sick leave.
30

31 14.3.2 The immediate family is defined to include:
32

- 33 a. the unit member's spouse,
34
35 b. the mother, father, guardian, grandmother, grandfather, grandchild, son,
36 son-in-law, daughter, daughter-in-law, brother, or sister of the unit
37 member, or the unit member's spouse,
38
39 c. any relative living in the immediate household of the unit member, or
40
41 d. a foster child.
42

1 A unit member may request of the Superintendent days of bereavement leave
2 for family members not listed.

3
4 14.3.3 The Board shall require the use of bereavement leave before personal necessity
5 leave days are used for purposes allowed in this Section.

6
7 14.3.4 A three (3) or five (5) day bereavement leave may be granted for each death
8 described above, even though more than one (1) death occurs simultaneously;
9 such leaves may be consecutive.

10
11 14.3.5 Sick leave or personal necessity leave may be used subsequent to the expiration
12 of bereavement leave should the unit member's circumstances meet the
13 requirements of the provisions for the leaves as set forth in this document.

14
15 14.3.6 Notification must be given to the administrator as soon as the unit member
16 becomes aware of the necessity to take bereavement leave.

17
18 14.4 Subpoenas and Jury Duty

19
20 14.4.1 Trial and Inquest Jury: A unit member who is called to serve on a trial or
21 inquest jury shall receive his/her full salary. The unit member will rebate to the
22 District his/her pay for jury duty. If the unit member's check for jury duty
23 includes both jury duty and mileage, the unit member will pay the District that
24 amount of money paid to him/her for jury duty in cash or by personal check
25 made out to the District. This payment must be in the Business Office prior to
26 the last day of the month following the month in which the unit member
27 receives the payment for jury duty.

28
29 14.4.2 Grand Jury: A unit member shall be released for Grand Jury service as required
30 by law.

31
32 14.4.3 Subpoenas: A subpoenaed unit member who is not a litigant shall receive
33 his/her full salary.

34
35 14.5 Association Leave

36
37 14.5.1 Association representatives shall have a total of ten (10) days of paid leave to
38 utilize for local, state, or national conferences or for conducting other business
39 pertinent to Association affairs.

40
41 14.5.2 The Association shall reimburse the District for the cost of substitutes.

1 14.5.3 The Association representatives shall be excused from school duties upon
2 advance notification to the Superintendent by the Association President.

3
4 14.5.4 Association leave under this Section shall be in addition to the release time for
5 the purpose of meeting and negotiating or for the process of grievances.

6
7 14.5.5 Should an emergency arise, the Association may request leave under this
8 Section in less than forty-eight (48) hours; however, the Superintendent may
9 approve or deny on the basis of the needs of the District.

10
11 14.6 Sabbatical Leave

12
13 14.6.1 The unit member shall be entitled to sabbatical leave after seven (7) years of
14 consecutive service to the District.

15
16 14.6.2 A unit member, as a condition to being granted a sabbatical leave, shall agree in
17 writing to render a period of service in the employ of the District following
18 his/her return from sabbatical leave. Such period shall be equal to twice the
19 period of said leave.

20
21 14.6.3 The number of unit members on sabbatical leave shall not exceed three (3)
22 during one (1) year.

23
24 14.6.4 While on sabbatical leave, a unit member shall not be eligible for any of the
25 other leaves of absence enumerated in this Article.

26
27 14.6.5 The District shall pay a unit member who is on a sabbatical leave fifty percent
28 (50%) of his/her salary for the length of the leave. Otherwise, there shall be no
29 reduction in fringe benefits during the term of a unit member's sabbatical leave.

30
31 14.6.6 The District and the unit member shall develop a payment schedule which is
32 acceptable to both parties before the sabbatical leave is scheduled to commence.

33
34 14.6.7 A unit member returning from sabbatical leave will receive the same salary step
35 advance that he/she would have received had he/she remained in active service
36 in his/her regular position during the leave period.

37
38 14.6.8 Upon return to service the unit member will be assigned to a position
39 comparable to that which he/she was assigned at the time the leave was granted
40 provided that no conditions develop during the leave or at the time of return
41 which would have changed the unit member's location and type of work had
42 he/she remained in active service.

1 14.6.9 There shall be a committee of five (5) to be known as the Sabbatical Leave
2 Committee. Three (3) members shall be appointed by the Association and two
3 (2) by the Superintendent. The duty of the Committee is to consider the
4 applications for leave and to recommend, for approval by the District, such
5 applications as meet the standards established by the Committee. Applications
6 shall be submitted to the Committee at least six (6) months prior to the
7 anticipated commencement of such leave.

8
9 The standards for determining sabbatical leave eligibility shall be based solely
10 upon the leave's benefit to the District. Unit members requesting sabbatical
11 leave shall, when applying for said leave, submit with their application a written
12 statement explaining how the requested leave will benefit the District. This
13 statement, together with the minutes of the Committee's interview with the
14 applicant and the Committee's recommendation regarding the request, shall be
15 presented to the Superintendent no later than April 15 prior to the time the leave
16 shall commence. The Superintendent, in turn, shall present this
17 recommendation to the Board at the next regularly scheduled Board meeting
18 and shall submit his/her own recommendation separately if it differs from the
19 Sabbatical Leave Committee's.

20
21 14.6.10 The final determination of all sabbatical leaves shall be at the discretion of the
22 Board.

23
24 14.7 Military Leave

25
26 Military leave provided for in this Agreement shall be pursuant to the Education Code. If
27 any provisions of the Education Code conflict with the Military and Veterans Code, the
28 provisions of the Military and Veterans Code shall prevail.

29
30 14.8 Industrial Accident or Illness Leave

31
32 14.8.1 An industrial accident or illness as referred to in this Section shall mean an
33 injury or illness arising as a result of, and in the course of employment.
34 Qualification for industrial accident or illness leave shall be determined by the
35 North Valley School Insurance Company.

36
37 14.8.2 Allowable leave for each industrial accident or illness shall be sixty (60) days.

38
39 14.8.3 Allowable leave shall not be accumulated from year to year.

40
41 14.8.4 Industrial accident or illness leave shall commence upon the first day of
42 absence.

- 1 14.8.5 When a person is absent from his/her duties because of industrial accident or
2 illness, he/she shall be paid such portion of the salary due him/her for any
3 month in which absence occurs, as when added to his/her temporary disability
4 indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a
5 payment to him/her equivalent to his/her full salary.
6
- 7 14.8.6 Industrial accident or illness leave shall be reduced by one (1) day for each day
8 of authorized absence regardless of a temporary disability indemnity award.
9
- 10 14.8.7 When an industrial accident or illness leave overlaps into the next fiscal year,
11 the unit member shall be entitled to only the amount of unused leave due
12 him/her for the same illness or injury.
13
- 14 14.8.8 During any paid leave of absence, the unit member may endorse to the District
15 the temporary disability indemnity checks received because of his/her industrial
16 accident or illness. Once the decision is made by the unit member, the same
17 method will be continued while on the leave. If the method is changed, the unit
18 member will provide sufficient lead-time for the Business Office to process the
19 warrants. The District, in turn, shall issue the unit member appropriate salary
20 warrants for payment of the unit member's salary and shall deduct normal
21 retirement and other authorized contributions.
22
- 23 14.8.9 The benefits provided by these rules and regulations shall be applicable to all
24 employees immediately upon becoming a unit member of the District.
25
- 26 14.8.10 Unless traveling for purposes relating to the industrial accident or illness, the
27 unit member receiving benefits as a result of these rules and regulations shall,
28 during the period of injury or illness, remain within the State of California
29 unless the Governing Board authorizes travel outside the State.
30

31 14.9 Catastrophic Leave Bank
32

33 14.9.1 Creation
34

- 35 a. The Association and the District agree to maintain a Catastrophic Leave
36 Bank. (Created July 1, 1993).
37
- 38 b. Days in the Catastrophic Leave Bank shall accumulate from school year to
39 school year (July 1 - June 30).
40
- 41 c. Days shall be contributed to the Bank and withdrawn from the Bank
42 without regard to the daily rate of pay of the Catastrophic Leave Bank
43 participants.

- 1
2 d. The Catastrophic Leave Bank shall be administered by a committee
3 comprised of three (3) members appointed by the Association and two (2)
4 members appointed by the District.
5

6 14.9.2 Eligibility and Contributions
7

- 8 a. All unit members on active duty with at least one (1) year of employment
9 with the District are eligible to contribute to the Catastrophic Leave Bank.
10
11 b. Participation is voluntary, but requires a contribution to the Bank. Only
12 contributors will be permitted to withdraw from the Bank. Contributions
13 and withdrawals shall be prorated according to the unit member's
14 contracted work day/year.
15
16 c. Unit members who elect not to join the Catastrophic Leave Bank upon
17 first becoming eligible have a waiting period of forty-five (45) duty days
18 after joining the bank before becoming eligible to withdraw from the
19 Bank. This forty-five (45) day period does not modify the provisions for
20 withdrawal specified in Section 14.9.3.c.
21
22 d. The contribution, on the appropriate form, will be authorized by the Unit
23 Member and continued from year to year until canceled by the Unit
24 Member.
25
26 e. Cancellation occurs automatically whenever a Unit Member fails to make
27 a required assessment. Sick leave previously authorized for contribution
28 to the Bank shall not be returned if the Unit Member effects cancellation.
29
30 f. Contributions shall be made between July 1, and October 1, of each school
31 year. Unit members returning from extended leave which included the
32 enrollment period and new hires will be permitted to contribute within
33 thirty (30) calendar days of beginning work. The District shall supply
34 enrollment forms for the Catastrophic Leave Bank to all new unit
35 members and those unit members returning from leave.
36
37 g. The annual rate of contribution by each participating Unit Member for
38 each school year shall be seven (7) hours of sick leave.
39
40 h. The Committee may require, at any time, an additional day of contribution
41 of participants if the number of hours in the Bank falls below a level to be
42 determined by the Committee. Catastrophic Leave Bank participants who
43 are drawing from the Bank at the time of the assessment will not be

1 required to contribute to remain eligible to draw from the Bank. If a
2 Catastrophic Leave Bank participant has no remaining sick leave at the
3 time of the assessment, they need not contribute the additional hours to
4 remain a participant in the Catastrophic Leave Bank.
5

6 14.9.3 Withdrawal from the Bank
7

- 8 a. Catastrophic Leave Bank participants, whose sick leave is exhausted, may
9 withdraw from the Bank for catastrophic illness or injury. Catastrophic
10 illness or injury shall be defined as any illness or injury that incapacitates
11 the unit member for over ten (10) consecutive duty days. Catastrophic
12 illness or injury shall be defined as any illness or injury that incapacitates
13 a member of the unit member's immediate family for over ten (10)
14 consecutive duty days which requires the unit member to take time off to
15 care for that family member for no more than thirty (30) duty days in a
16 school year. If a reoccurrence or a second illness or injury incapacitates a
17 unit member or member of the unit member's family within twelve (12)
18 months, it shall be deemed catastrophic after five (5) consecutive duty
19 days.
20
- 21 b. Participants must use all sick leave as defined in Article 14 of this
22 Agreement available to them before they are eligible for a withdrawal
23 from the Bank.
24
- 25 c. A minimum of the first ten (10) duty days of illness or disability must be
26 covered by the participant's sick leave, differential leave, or leave without
27 pay the first time said participant qualifies for a withdrawal from the
28 Bank. For subsequent withdrawals within twelve (12) consecutive
29 months, the first five (5) duty days of illness must be covered by the
30 participant's differential leave, or leave without pay.
31
- 32 d. If a participant is incapacitated, applications may be submitted to the
33 Committee by the participant's agent or member of the participant's
34 family.
35
- 36 e. Withdrawals from the Catastrophic Leave Bank shall be granted in units
37 of no more than thirty (30) duty days, with a limit of sixty (60) duty days
38 per year.
39
- 40 f. Prior to the expiration of a Catastrophic Leave allocation period, a
41 recipient is eligible to apply to extend the leave allocation from the Bank
42 in thirty (30) day units with no waiting period. Any extension of leave
43 beyond the initial thirty (30) days allowed is at the discretion of the

1 Committee. A participant's withdrawal may not exceed twelve (12)
2 consecutive months.

- 3
- 4 g. Participants applying to withdraw or extend their withdrawal from the
5 Catastrophic Leave Bank will be required to submit a statement from the
6 treating physician indicating the nature of the illness or injury and the
7 probable length of absence from work. Members of the Committee shall
8 keep information regarding the nature of the illness confidential.
9
- 10 h. If a participant has drawn thirty (30) Catastrophic Leave Bank days and
11 requests an extension, the Committee may require a medical review by a
12 physician of the Committee's choice at the participant's expense. Refusal
13 to submit to the medical review will terminate the participant's continued
14 withdrawal from the Bank. The Committee may deny an extension of
15 withdrawal from the Catastrophic Leave Bank based upon the medical
16 report.
17
- 18 i. Leave from the Bank may not be used for illness or disability which
19 qualify the participant for Worker's Compensation benefits.
20
- 21 j. When the Committee may reasonably presume that the applicant for a
22 draw may be eligible for a Disability Award or a Retirement under STRS
23 or, if applicable, Social Security, the Committee may request that the draw
24 applicant apply for disability or retirement. Failure of the draw applicant
25 to submit a complete application, including medical information provided
26 by the applicant's physician, within twenty (20) calendar days will
27 disqualify the draw applicant from further Catastrophic Leave Bank
28 payments. Any requests for additional medical information from STRS or
29 Social Security shall be submitted within ten (10) days or the participant's
30 entitlement to Catastrophic Leave Bank payments will cease. If denied
31 benefits by STRS or Social Security, the applicant must appeal or
32 entitlement to the Catastrophic Leave Bank shall cease.
33
- 34 k. If the Catastrophic Leave Bank does not have sufficient days to fund a
35 withdrawal request, the Committee is under no obligation to provide days
36 and the District is under no obligation to pay the participant any funds
37 whatsoever. If the Committee denies a request for withdrawal (or
38 reapplication), because of insufficient days to fund the request, they shall
39 notify the participant, in writing, of the reason for the denial.
40
- 41 l. Withdrawals shall become effective immediately upon the exhaustion of
42 sick leave or the waiting periods provided for in Sections 14.9.2.c. and
43 14.9.2.d., whichever is greater. For example, if a participant contributed

1 when first eligible to contribute (Section 14.9.2.c) and had ten (10) days of
2 accumulated sick leave when the illness began (Section 14.9.3.c), he/she
3 shall begin withdrawing upon the eleventh (11th) duty day if otherwise
4 eligible. If the participant had fifteen (15) days of sick leave at the
5 beginning of the illness, he/she shall begin withdrawing days on the
6 sixteenth (16th) duty day. If the participant had five (5) days of sick leave
7 at the beginning of the illness, he/she shall begin withdrawing days on the
8 eleventh (11th) duty day.
9

10 m. Catastrophic Leave shall not begin until receipt of written approval from
11 the Committee.

12
13 n. The decision of the Committee is final and binding upon the participants.
14

15 14.9.4 Administration of the Bank
16

17 a. The Catastrophic Leave Bank Committee shall have the responsibility of
18 maintaining the records of the Catastrophic Leave Bank, receiving
19 withdrawal requests, verifying the validity of requests, approving or
20 denying the requests, and communicating its decision, in writing, to the
21 participants.
22

23 b. The Committee's authority shall be limited to administration of the Bank.
24 The Committee shall approve all properly submitted requests complying
25 with the terms of this Article. Withdrawals may not be denied on the basis
26 of the type of illness or disability.
27

28 c. Applications shall be reviewed and decisions of the Committee reported to
29 the applicant, in writing, within ten (10) duty days of receipt of the
30 application.
31

32 d. The Committee shall keep all records confidential and shall not disclose
33 the nature of the illness except as is necessary to process the request for
34 withdrawal and defend against any appeals of denials.
35

36 e. By October 1 of each school year, the District shall notify the Committee
37 of the following:
38

39 (1) The total number of accumulated days in the Bank on June 30th of
40 the previous school year.
41

42 (2) The number of days contributed by unit members of the current
43 year.

1
2 (3) The names of participating unit members.

3
4 (4) The total number of days available in the Bank.

5
6 f. By the tenth (10th) day of each calendar month, the District shall notify
7 the Committee of the following:

8
9 (1) The names of any additional Unit Members who have joined in
10 accordance with Section 14.9.2 of this Article.

11
12 (2) The total number of days in the Bank at the beginning of the
13 previous month.

14
15 (3) The total number of days remaining in the Bank on the last day of
16 the month.

17
18 14.10 Exchange Days

19
20 A teacher may utilize up to a cumulative total of five (5) exchange days during any one
21 (1) school year subject to the following:

22
23 14.10.1 Exchange days must have the prior approval of the site principal. Such
24 approval shall not be unreasonably withheld.

25
26 14.10.2 A teacher shall have the responsibility for arranging for the payback of
27 exchange day(s) with another teacher within twelve (12) calendar months from
28 when the initial exchange occurred.

29
30 14.10.3 The District shall have no responsibility for any inequities that may arise
31 between affected teachers based upon the exchange of days pursuant to this
32 provision. The issue of any perceived inequities that may arise between
33 teachers pursuant to Section 14.10.1, above shall not be subject to the grievance
34 procedures.

35
36 14.10.4 The exchange days provided in this section may be extended upon request and
37 shall be at the discretion of the Superintendent.

38
39 14.11 Family Care Leave

40
41 Family care leave will be granted in accordance with state and federal law.
42
43

1 **ARTICLE 15: VACATIONS**

2
3 This Article shall apply to Preschool teachers and all Children’s Center teachers.

4
5 15.1 General Provisions

6
7 15.1.1 The teachers described above will earn paid vacation on a fiscal year basis from
8 July 1 to June 30 of any school year.

9
10 15.1.2 Unit members shall take vacation at the convenience of the District with the
11 specific approval of the principal/supervisor.

12
13 a. A Pre-School teacher, or a Children’s Center Teacher working less than
14 full-time, shall earn a pro-rated number of vacation hours for each month
15 of qualifying service. Pro-rating shall be regular hours per day divided by
16 8 (or hours per week divided by 40).

17
18 b. A month of qualifying service is one in which the employee was in full-
19 paid status on at least half (½) the working days in the month.

20
21 15.2 Rate of Accrual

22
23 Full-time Pre-school Teachers and Children’s Center Teachers shall earn vacation at the
24 following rates:

25

| Years of Service | Accrual Rate | |
|------------------|----------------|-----------------|
| | Days per Month | Hours per Month |
| 0 through 5 | 0.833 | 6.66 |
| 6 through 13 | 1.25 | 10.00 |
| 14 through 18 | 1.417 | 11.34 |
| over 18 | 1.667 | 13.34 |

1 **ARTICLE 16: HOLIDAYS**

2
3 This Article shall apply to Preschool teachers and all Children’s Center teachers. The teachers
4 described above shall receive the days listed below as paid holidays.

5
6

| | | |
|----|------------------------|---|
| 7 | New Year’s Day | January 1 |
| 8 | Martin Luther King Day | Third Monday in January |
| 9 | Lincoln’s Birthday | February 12 |
| 10 | Washington’s Birthday | Third Monday in February |
| 11 | Memorial Day | Last Monday in May |
| 12 | Independence Day | July 4 |
| 13 | Labor Day | First Monday in September |
| 14 | Admission Day | September 9 |
| 15 | Veteran’s Day | November 11 |
| 16 | Thanksgiving | The Thursday in November proclaimed by the President of the United States and Friday following said day |
| 17 | Christmas | December 24 and 25 |

18
19

20 Any holiday such as Admission Day that allows the District by statute to change the day into a
21 workday on the basis that the unit members are given another day during the year to replace it,
22 may be changed by the District in the best interests of the educational program. When a holiday
23 herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu
24 of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall
25 be deemed to be a holiday in lieu of the day observed. Any day declared by the President of the
26 United States or the Governor of the State of California proclaiming said day to be a holiday as a
27 result of mourning, thanksgiving, etc., will be a paid holiday for Preschool and Children’s Center
28 teachers.

29
30
31 **ARTICLE 17: CLASS SIZE**

32
33 17.1 District-Wide Average Class Size

34
35 The District-wide average class size, exclusive of classes which are participating in the
36 Class Size Reduction Program (CSRP), shall be 1:29.

37
38 17.2 Formulas

39
40 The following formulae are utilized in computing District-wide average class size:
41

1 17.2.1 K-5 and K-8 Elementary (excluding middle schools)

- 2
- 3 a. Divide student enrollment number by the number of regular classroom
- 4 teachers plus one-half ($\frac{1}{2}$) of the number of special education teacher(s)
- 5 full-time equivalents (FTE).
- 6
- 7 b. ESL teachers are excluded from this computation.
- 8

9 17.2.2 High School on Six Period Day

- 10
- 11 a. Multiply six (6) (representing the number of student periods) times the
- 12 student enrollment number; divide resulting product by five (5)
- 13 (representing teacher teaching periods); divide resulting quotient by the
- 14 number of regular classroom teachers including ESL teachers plus ($\frac{1}{2}$)
- 15 one-half the number of special education teachers (FTE).
- 16
- 17 b. The librarian, counselors, nurse and the ROP classes, student activity
- 18 periods, athletic director periods and Chapter I funded hours are excluded
- 19 from the computation.
- 20

21 17.2.3 High School on Four Period Block

- 22
- 23 a. Multiply four (4) (representing the number of student periods) times the
- 24 student enrollment number; divide resulting product by three (3)
- 25 (representing teacher teaching periods); divide resulting quotient by the
- 26 number of regular classroom teachers including ESL teachers plus one-
- 27 half ($\frac{1}{2}$) the number of special education teachers (FTE).
- 28
- 29 b. The librarian, counselors, nurse and the ROP classes, department chair
- 30 periods, student activity periods, athletic director periods and Chapter I
- 31 funded hours are excluded from the computations.
- 32

33 17.2.4 Middle Schools

- 34
- 35 a. Multiply six point six (6.6) (representing the number of student periods)
- 36 times student enrollment; divide the resulting product by five point six
- 37 (5.6) (representing five (5) teaching periods plus point six (.6) which
- 38 represents a study hall/elective time); divide resulting quotient by the
- 39 number of regular classroom teachers including ESL teachers plus one-
- 40 half ($\frac{1}{2}$) the number of special education teachers (FTE).
- 41
- 42 b. Counselors, SIP-funded teachers and librarians are excluded from this
- 43 computation.

- 1
2 c. Within a reasonable amount of time, an effort will be made to resolve
3 differences in class size in content areas throughout the daily schedule.
4

5 17.2.5 Continuation High School
6

7 Divide the student enrollment number by the number of staff.
8

9 17.3 Intervention Classes/English Learners
10

11 The optimal level for enrollment in (1) intervention classes composed of students below
12 grade level or (2) classes composed of English Learners with CELDT levels 1-3 is
13 twenty-five (25) students. Should enrollment in such a class exceed the optimal level, the
14 teacher may schedule a consultation with the principal to explore options. The teacher
15 may invite an Association representative to attend the consultation.
16

17 17.4 Elementary – Differences in Enrollment
18

19 Classes of the same grade level at any one (1) elementary school (K-5, K-8) or of the
20 same content area/same period at any one (1) middle school shall have a difference of
21 enrollment not greater than three (3) for more than a ten (10) day period without the
22 agreement of the majority of the teachers at that grade level/content area and the
23 principal.
24

25 17.5 Elementary – Class Over 30
26

27 When a class at an elementary level exceeds thirty (30) students and is impacted by
28 students on approved intra- or inter-district agreements, the teacher and principal will
29 consult and may make a recommendation to the Assistant Superintendent of Educational
30 Services, or designee, as to what action, if any, may be taken.
31

32 17.6 Multi-Graded Elementary Classes
33

34 Except for those classes requiring special teachers in order to meet the needs of the
35 students (e.g., as the result of an influx of seasonal agricultural workers or bilingual) self-
36 contained multi-graded classrooms shall have an enrollment of three (3) less than the
37 average of the single-graded classes of the same levels unless:
38

39 17.6.1 All of the single-graded classes at the level of the multi-graded classes reach an
40 enrollment of 1:32.

41 17.6.2 All teachers of a combination class may individually elect to accept additional
42 students.
43

- 1 17.6.3 The District and YCTA may, by mutual agreement, waive the above provisions
2 as situations warrant.
3
- 4 17.6.4 Self-contained multi-graded classrooms may not exceed thirty-two (32) students
5 per class.
6
- 7 17.6.5 Efforts will be made to ensure that an effective learning environment can be
8 achieved by consulting with teachers at the affected grade levels to select
9 appropriate students for multi-graded classrooms. Additional support may be
10 made available to teachers of multi-graded classrooms, such as reduction in
11 yard duty or cooperative grouping of students with other teachers of the same
12 grade levels.
13
- 14 17.6.6 Volunteers will first be considered before unit members are assigned to multi-
15 graded classrooms.
16

17 17.7 Multi-Graded Elementary Classes in CSR
18

19 Except for those classes requiring special teachers in order to meet the needs of the
20 students (e.g., as the result of an influx of seasonal agricultural workers or bilingual) self-
21 contained multi-graded classrooms participating in the Class-Size Reduction Program
22 shall have an enrollment of three (3) less than the average of the single-graded classes of
23 the same levels unless:
24

- 25 17.7.1 All of the single-graded classes at the level of the entering student reach an
26 enrollment of 1:20.
27
- 28 17.7.2 All teachers of a combination class may individually elect to accept additional
29 students.
30
- 31 17.7.3 The District and Association may, by mutual agreement, waive the above
32 provisions as situations warrant.
33
- 34 17.7.4 Efforts will be made to ensure that an effective learning environment can be
35 achieved by consulting with teachers at the affected grade levels to select
36 appropriate students for multi-graded classrooms. Additional support may be
37 made available to teachers of multi-graded classrooms, such as reduction in
38 yard duty or cooperative groupings of students with other teachers of the same
39 grade levels.
40
- 41 17.7.5 Volunteers will first be considered before unit members are assigned to multi-
42 graded classrooms.
43

1 17.8 Comprehensive High Schools

2
3 At each comprehensive high school, the administration agrees to make a reasonable effort
4 to establish a school-wide range of class sizes which provides the best learning
5 environment possible under the conditions that exist at the time of scheduling. During
6 the school year, class sizes may vary as students' schedules change and new students
7 enter. However, counselors, teachers, and the administration agree to make reasonable
8 efforts to maintain the best feasible class sizes. A committee composed of unit members,
9 school administrators and district administrators will meet in October and after the end of
10 the first (1st) semester to review class sizes at each comprehensive high school and make
11 appropriate recommendations for balancing classes to the appropriate site administration.
12

13 17.9 Safe Capacity

14
15 In no circumstances shall enrollment exceed the safe capacity of student activity stations,
16 facilities, or the seating capacity of a classroom as determined by the administration.
17
18

19 **ARTICLE 18: SHARED TEACHING**

20
21 Upon request of the employee and at the discretion of the District, certificated employees on the
22 teachers' salary schedule may be allowed to enter a reduced teacher assignment on a shared-time
23 basis with the following conditions:
24

25 18.1 Shared teaching requests must be approved by the school principal and submitted to the
26 Assistant Superintendent of Human Resources no later than May 1 of the prior school
27 term.

28 18.2 Requests for shared teaching contracts shall be re-submitted and approved annually.
29

30 18.3 Shared time is defined as any combination of days and/or hours, which will enhance the
31 educational opportunities for students and accommodate unit members needs.
32

33 18.4 An employee requesting to enter into a shared-teaching assignment may submit the name
34 of a teacher willing to share the assignment with him/her. However, the selections for
35 anyone entering into this agreement will be at the discretion of the District.
36

37 18.5 Health and dental benefits will be paid to the unit member working more than a fifty
38 percent (50%) contract.
39

40 18.6 Each employee in a shared teaching arrangement will receive that prorated part of a
41 salary as his/her fraction of a full working year relates to a full salary.
42

- 1 18.7 The District's contribution to retirement and sick leave benefits for the employee would
2 be that prorated part of those benefits as his/her workyear relates to a full working year.
3
- 4 18.8 Each employee in a shared-teaching arrangement assumes the same commitment as a
5 full-time teacher to the following stipulations:
6
- 7 18.8.1 Attendance at staff meetings.
8
- 9 18.8.2 Acceptance of student supervisory duties.
10
- 11 18.8.3 Participation in parent conferences and other school-related activities such as
12 open house.
13
- 14 18.8.4 Attendance at school and District inservice activities. Tandem teachers or those
15 on a part-time contract who are required to attend a full day inservice, will be
16 compensated for the additional time spent up to a full daily rate consistent with
17 the compensation covered by full-time staff.
18
- 19 18.8.5 Participation in student centered meetings (i.e., child study team, SAFE team,
20 I.E.P.) should be coordinated between the shared-teaching partners so that
21 relevant information is presented and received.
22
- 23 18.9 Those employees on a shared-teaching agreement will be responsible for their prorated
24 share of the hours as stipulated in this contract within Article 6 - Hours. If one of the
25 teachers in a shared-teaching assignment needs to go on authorized leave, he/she is
26 responsible for arranging that his/her portion of class time will be covered while on leave.
27
- 28 18.10 The intent is that only the teacher working more than a fifty percent (50%) contract will
29 receive the health, dental, and vision benefits even though the other teacher, may, in fact,
30 take the class for several entire days.
31
32

1 **ARTICLE 19: PEER ASSISTANCE AND REVIEW (PAR) PROGRAM**
2

3 *Note: If PAR is eliminated, Article 19 shall be deleted from the Agreement.*
4

5 19.1 Establishment of the Peer Assistance and Review Program
6

7 The Association and the District are continuously striving to provide the highest possible
8 quality of education. In order for students to succeed in learning, teachers must succeed
9 in teaching. Therefore, the parties agree to cooperate in the design and implementation of
10 programs to improve the quality of instruction through expanded and improved
11 professional development and peer assistance. Teachers referred to or who volunteer for
12 the PAR Program are viewed as valuable professionals who deserve the best resources
13 available to them in the interest of improving performance to a successful standard.
14

15 19.2 PAR Panel
16

17 19.2.1 The PAR Program shall be administered by a PAR Panel, which shall consist of
18 seven (7) members. Four (4) of the members of the PAR Panel shall be
19 classroom teachers selected by the Association, and three (3) of the members of
20 the PAR Panel shall be administrators selected by the District. Classroom
21 teachers serving on the PAR Panel shall meet the eligibility requirements to
22 serve as a Consulting Teacher, described in Section 19.4.2, below.
23 Additionally, the parties shall strive to achieve a balance on the Panel to reflect
24 the goals of the PAR Program.
25

26 19.2.2 The PAR Panel shall have meetings at dates and times determined by the Panel,
27 which shall include at least four (4) meetings per school year. A quorum for
28 purposes of conducting a meeting consists of at least three (3) classroom teacher
29 PAR Panel members and at least two (2) District-appointed PAR Panel
30 members. Except as otherwise provided in this Article, decisions of the PAR
31 Panel shall be made by consensus where possible; should a vote be required,
32 action must be taken on an affirmative vote of at least two-thirds (2/3) of the
33 Panel members present at the meeting.
34

35 19.2.3 Members of the PAR Panel shall serve a term of three (3) years. The terms
36 shall be staggered. At or near the time the PAR Program is initiated, the PAR
37 Panel shall determine the terms of its initial members. The PAR Panel shall
38 annually select a PAR Panel Chair, and the assignment of a Chair shall rotate
39 annually between a classroom teacher and a District-appointed PAR Panel
40 member.
41

1 19.2.4 Classroom teachers serving on the PAR Panel shall be released from duty
2 during normal duty hours in order to attend Panel meetings, and to participate in
3 other duties required under this Article.
4

5 19.2.5 The duties of the PAR Panel include the following:
6

- 7 a. Establish its own Rules and Procedures consistent with this Article and
8 applicable law.
9
- 10 b. Provide appropriate training for the members of the PAR Panel and
11 Consulting Teachers.
12
- 13 c. Determine the number and type of Consulting Teachers necessary, based
14 upon the number of Participating Teachers (Referred, Voluntary, and
15 Beginning) and the needs of the staff development component of the PAR
16 Program.
17
- 18 d. Select Consulting Teachers, in accordance with procedures established by
19 the PAR Panel. The procedures adopted by the PAR Panel shall include
20 classroom observations of the candidates by members of the PAR Panel.
21 Consulting Teachers shall be chosen by a majority vote, through a secret
22 ballot, of the PAR Panel.
23
- 24 e. Notify Referred Participating Teachers in writing of their referral to the
25 Program and assign Consulting Teachers to Participating Teachers after
26 considering the preference of the Participating Teacher.
27
- 28 f. Determine and assign duties to be performed by Consulting Teachers.
29
- 30 g. Consider requests submitted by Participating Teachers and/or Consulting
31 Teachers that a different Consulting Teacher be assigned to work with the
32 Participating Teacher.
33
- 34 h. Monitor the progress of the assistance provided to Referred Participating
35 Teachers, review the final report prepared by the Consulting Teacher,
36 review any response by the Referred Participating Teacher, and generate a
37 written assessment of the Referred Participating Teacher's participation in
38 the PAR Program. This assessment shall be submitted to the Governing
39 Board and be placed in the teacher's personnel file.
40
- 41 i. Prepare an annual PAR Program budget for approval by the Governing
42 Board. The annual budget shall be submitted to the District and the
43 Association on or before June 1st, for the succeeding school year (i.e. July

1 1st through June 30th). Expenditures for the PAR Program shall not exceed
2 revenues received from Beginning Teacher Support and Assessment
3 (BTSA) funds and funds made available through the passage of AB1X (or
4 successor legislation), and providing assistance to Referred Participating
5 Teachers shall be the first priority in the allocation of AB1X funds.
6 Additional PAR Program funds not necessary for providing assistance to
7 Participating Teachers may be budgeted for general staff development.
8 No more than five percent (5%) of the funds received by the state for the
9 PAR Program may be expended for administrative expenses.

- 10
- 11 j. Annually evaluate the impact of the PAR Program in order to improve it.
12 This evaluation process shall include the opportunity for written input
13 from Participating Teachers, and shall recommend to the Governing Board
14 and Association improvements to the process.
- 15
- 16 k. Generate, through a process developed by the PAR Panel, a list of On-call
17 Specialists to be available to assist Consulting Teachers in providing
18 assistance to Participating Teachers or in providing direct, short-term
19 assistance to Participating Teachers. When called upon by the PAR Panel,
20 the On-call Specialist will be released from duty during the workday
21 and/or be compensated at his/her hourly rate if assigned duties to be
22 performed outside the regular workday.
- 23
- 24 l. A PAR Panel member shall neither participate in discussion nor vote on
25 any matter in which he or she has a personal or professional conflict of
26 interest.
- 27

28 19.3 Participating Teachers

29
30 19.3.1 Beginning Teachers

31
32 In order to help new unit members successfully begin their careers in the
33 District, all newly-hired unit members with less than two (2) full years of fully
34 credentialed teaching experience, who possess a Preliminary credential, Intern
35 credential, or Emergency credential, may participate in the PAR Program. The
36 PAR Program for fully credentialed beginning teachers will be the Beginning
37 Teacher Support and Assessment (BTSA) Program.
38

1 19.3.2 Voluntary Participating Teachers

- 2
- 3 a. A Voluntary Participating Teacher is a classroom teacher with permanent
- 4 status who volunteers to participate in the PAR Program. The purpose of
- 5 participation in the PAR Program for the Voluntary Participating Teacher
- 6 is for peer assistance only, and the Voluntary Participating Teacher may
- 7 terminate his or her participation in the PAR Program at any time.
- 8
- 9 b. All communication between the Consulting Teacher and the Voluntary
- 10 Participating Teacher shall be confidential, and without the written
- 11 consent of the Volunteer shall not be shared with others, including the site
- 12 principal, the evaluator or the PAR Panel.
- 13

14 19.3.3 Referred Participating Teachers

- 15
- 16 a. A Referred Participating Teacher is a classroom teacher with permanent
- 17 status who receives assistance to improve his or her instructional skills,
- 18 classroom management, knowledge of subject, and/or related aspects of
- 19 his or her classroom teaching performance as a result of an unsatisfactory
- 20 evaluation as defined in Article 8.20.
- 21
- 22 b. The purpose of required participation in the PAR Program is to help
- 23 correct job-related deficiencies and to assist the unit member in improving
- 24 performance.
- 25

26 19.4 Consulting Teachers

27

28 19.4.1 A Consulting Teacher is a teacher who provides assistance, professional

29 development in curriculum, classroom management and instructional

30 methodologies, and/or staff development programs in curriculum, classroom

31 management and instructional methodologies as assigned by the PAR Panel.

32 Consulting Teachers will provide these services to Beginning Teachers,

33 Voluntary Participating Teachers, and Referred Participating Teachers, as

34 assigned and in accordance with the requirements of the Beginning Teacher

35 Support and Assessment (BTSA) Program and the PAR Program.

36

37 19.4.2 The qualifications for the Consulting Teacher shall be set forth in the Rules and

38 Procedures of the PAR Panel, provided that the following shall constitute

39 minimum qualifications:

40

- 41 a. A valid California teaching credential;
- 42
- 43 b. Permanent status in the District;

- 1
2 c. Substantial recent experience in classroom instruction, defined as being
3 assigned as a classroom teacher for at least .5 FTE (full-time equivalent)
4 for the past five (5) consecutive years;
5
6 d. Demonstrated exemplary teaching ability, as indicated by, among other
7 things, effective communication skills (both verbal and written), subject
8 matter knowledge, mastery of a range of teaching strategies necessary to
9 meet the needs of pupils in different contexts, and knowledge of the
10 California Standards for the Teaching Profession.
11

12 19.4.3 In filling a position of Consulting Teacher, each applicant is required to submit
13 three (3) letters of reference from individuals with specific knowledge of his or
14 her expertise. Examples may include letters from a building principal or
15 immediate supervisor, an Association representative, and/or another classroom
16 teacher.
17

18 19.4.4 The term of the Consulting Teacher shall be one (1) year with annual renewal
19 for up to three (3) years. A Consulting Teacher may hold the position for no
20 more than one (1) consecutive full term of three (3) years. A Consulting
21 Teacher must work as a classroom teacher for at least .5 FTE (full-time
22 equivalent) for one (1) or more years after working as a Consulting Teacher
23 prior to applying for a subsequent term.
24

25 19.4.5 There are three (3) types of Consulting Teachers:
26

27 a. Full-Time Consulting Teachers shall be released from their regular
28 teaching assignment to render services in the PAR Program. Upon
29 completion of his or her service as a Full-Time Consulting Teacher, the
30 teacher shall be entitled to return to a regular assignment in accordance
31 with Article 3 - Transfers. Assistance to Beginning Teachers will be
32 provided by Full-Time Consulting Teachers. Depending on the needs of
33 the PAR Program, the PAR Panel may assign Full-Time Consulting
34 Teachers to provide assistance to Referred Participating Teachers and/or
35 Voluntary Participating Teachers.
36

37 b. Part-time Consulting Teachers shall have a regular full-time teaching
38 assignment and shall provide assistance to Participating Teachers on the
39 following terms:
40

- 41 (1) Part-time Consulting Teachers shall be provided up to forty (40)
42 hours of release time per school year to provide assistance to a
43 Referred Participating Teacher, with additional release time as

1 authorized by the PAR Panel, and shall receive a stipend of One
2 Thousand Five Hundred Dollars (\$1,500) for additional duties
3 associated with providing assistance to the Referred Participating
4 Teacher.
5

6 (2) Part-time Consulting Teachers shall be provided up to twenty (20)
7 hours of release time per school year to provide assistance to a
8 Voluntary Participating Teacher, with additional release time as
9 authorized by the PAR Panel, and shall receive a stipend of Five
10 Hundred Dollars (\$500) for additional duties associated with
11 providing assistance to a Voluntary Participating Teacher.
12

13 (3) Part-time Consulting Teachers shall be assigned, at any one time,
14 to either one (1) Referred Participating Teacher or up to two (2)
15 Voluntary Participating Teachers.
16

17 19.4.6 Duties and Functions of Consulting Teachers
18

19 a. The primary function of a Consulting Teacher shall be to provide
20 assistance and guidance to Referred Participating Teachers. Consulting
21 Teachers shall assist Referred Participating Teachers by demonstrating,
22 observing, coaching, conferencing, referring or by other activities which,
23 in their professional judgment, will assist the Referred Participating
24 Teacher in remedying the specific areas recommended for improvement
25 by the evaluating administrator.
26

27 b. The Consulting Teacher will arrange a meeting, to be attended by the
28 Consulting Teacher, the evaluator of the Referred Participating Teacher,
29 and the Referred Participating Teacher. The Referred Participating
30 Teacher's performance will be discussed as well as recommendations for
31 improvement. Based on these discussions, the Consulting Teacher, in
32 cooperation with the Referred Participating Teacher, will prepare a
33 Professional Growth Plan which will list the goals and objectives for
34 improvement. The PAR Panel will review and approve said Plan, and
35 provide such modifications to the Plan as is necessary. The Professional
36 Growth Plan shall: i) be clearly stated, aligned with pupil learning, and
37 aligned with the criteria upon which unit member performance is
38 evaluated; ii) incorporate multiple observations of the Referred
39 Participating Teacher during classroom instruction; iii) provide sufficient
40 staff development activities to assist the Referred Participating Teacher to
41 improve his or her teaching skills and knowledge; and iv) require the
42 Consulting Teacher to monitor the progress of the Referred Participating
43 Teacher and provide periodic reports to the Referred Participating Teacher

1 for discussion and review. A cooperative relationship between the
2 Consulting Teacher and the evaluator of the Referred Participating
3 Teacher is strongly encouraged and expected to ensure that meaningful
4 and coordinated assistance is provided to the Referred Participating
5 Teacher.
6

7 c. The Consulting Teacher shall monitor the progress of the Referred
8 Participating Teacher and shall provide periodic written reports to the
9 Referred Participating Teacher for discussion and review.
10

11 d. The Consulting Teacher shall submit a final report to the PAR Panel, for
12 each Referred Participating Teacher, regarding the progress of the
13 Teacher. A “draft” copy of the report shall be submitted to and discussed
14 with the Referred Participating Teacher who shall have ten (10) days to
15 submit written comments to the Consulting Teacher before the report is
16 finalized and presented to the Teacher for signature. The Referred
17 Participating Teacher’s signing of the report does not necessarily mean
18 agreement, but rather that he or she has received a copy of the report. The
19 Referred Participating Teacher shall then have the right to submit a written
20 response, within ten (10) days after signing the final report, and have it
21 attached to the final report. After the expiration of this ten (10) day period
22 the final report and the written response, if any, shall be submitted to the
23 PAR Panel. The process described in this paragraph shall be completed
24 no less than forty-five (45) calendar days before the end of the Referred
25 Participating Teacher’s work year. For Referred Participating Teachers
26 assigned to a year-round school, who are off track forty-five (45) calendar
27 days before the end their work year, the process described in this
28 paragraph shall be completed prior to the unit member going off track.
29

30 e. The results of the Referred Participating Teacher’s participation in the
31 PAR Program shall be made available for placement in his or her
32 personnel file, and may be used in the evaluation of the Referred
33 Participating Teacher.
34

35 19.5 Miscellaneous Provisions

36
37 19.5.1 All discussion, documents, and information relating to the participation in the
38 PAR Program will be regarded by all parties involved as a confidential
39 personnel matters subject to the personnel record exemption of the California
40 Public Records Act (Government Code section 6250 *et seq.*). The annual
41 evaluation of the Program’s impact, excluding any information on identifiable
42 individuals, shall be subject to disclosure under the Public Records Act.
43

1 19.5.2 Duties performed pursuant to this Article by unit members are neither
2 management nor supervisory, and unit members retain their rights under this
3 Agreement while performing PAR Program duties or receiving assistance in the
4 PAR Program.
5

6 19.5.3 Members of the PAR Panel and Consulting Teachers are entitled to defense and
7 indemnification for activities performed as part of the PAR Program, as set forth
8 in applicable provisions of the California Government Code (i.e. Division 3.6
9 [commencing with Section 810] of Title 1 of the Government Code).
10

11 19.5.4 Nothing herein shall modify or in any manner affect the rights of the Governing
12 Board/District or unit members under provisions of the Education Code relating
13 to the employment, classification, retention or non-reelection of certificated
14 employees, or the right of the Governing Board/District to issue disciplinary
15 notices and take disciplinary action pursuant to provisions of the Education
16 Code.
17
18

19 **ARTICLE 20: PROCEDURE FOR DISMISSAL OR SUSPENSION OF**
20 **PROBATIONARY CERTIFICATED EMPLOYEES**
21

22 20.1 Application
23

24 This procedure applies to the dismissal or suspension during the school year of
25 probationary unit members.
26

27 20.2 Notice of Dismissal or Suspension
28

29 20.2.1 A Notice of Dismissal or Suspension shall be given by the Superintendent or the
30 Superintendent's designee at least thirty (30) calendar days prior to the effective
31 date of such action and no later than March 15 of the unit member's second
32 probationary year.
33

34 20.2.2 The Notice of Dismissal or Suspension shall include a statement of reasons for
35 such action with sufficient particularity to permit the unit member to prepare a
36 defense and notice of the opportunity to appeal. In the event of a dismissal or
37 suspension for unsatisfactory performance, a copy of the evaluation conducted
38 pursuant to the Stull Act (Education Code Section 44664) shall accompany this
39 notice.
40

1 20.3 Service of Notice

2
3 The written Notice of Dismissal or Suspension shall be served by registered or certified
4 mail or by personal service.
5

6 20.4 Suspension

7
8 20.4.1 Suspension may be proposed or determined for a specified period of time.
9

10 20.4.2 Suspension is without any pay and for a stated number of work or calendar days
11 and may be initially proposed by the Superintendent or his/her designee,
12 recommended by the hearing officer, or determined by the Governing Board.
13

14 20.4.3 When suspension is initially proposed by the Superintendent or his/her designee
15 for a specified period of time, no more severe penalty may be recommended by
16 the hearing officer or determined by the Governing Board.
17

18 20.5 Grounds for Dismissal or Suspension

19
20 20.5.1 Unsatisfactory performance as determined by an evaluation conducted in
21 accordance with the Stull Act (Education Code Section 44660-44665) and any
22 current policy, if applicable, or negotiated contract provisions.
23

24 20.5.2 Any one (1) or more of the causes specified in Education Code Section 44932.
25

26 20.6 Request for Hearing

27
28 The unit member shall file a written request for a hearing within fifteen (15) calendar
29 days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the
30 office designated no later than the regular close of business on the last day of the filing
31 period. Failure to file such request in a timely manner shall be deemed a waiver of the
32 right to a hearing and the proposed action shall be effective upon action by the Governing
33 Board without notice or hearing except as may be required in a Board meeting agenda.
34

35 20.7 Conduct of Hearing

36
37 20.7.1 An administrative law judge will preside over the hearing and his/her
38 recommended decision shall be in writing and shall state findings of fact and
39 determinations of the issues. These findings shall be advisory in nature only.
40

41 20.7.2 Non-substantive procedural errors committed by the District, by a unit member,
42 the hearing officer, or the Governing Board shall not affect the decision unless
43 the errors are prejudicial.

1
2 20.8 Review by the Governing Board
3

4 The Governing Board, at its next meeting which is not less than five (5) work days after
5 the recommended decision of the hearing officer is received at the District Office, shall
6 act upon that recommended decision. If the Board decides not to approve an adverse
7 recommended decision or decides to modify a recommended decision, it shall review the
8 transcript of the proceedings, review the exhibits and listen to oral argument, if requested,
9 as to the sufficiency of cause.
10

11
12 **ARTICLE 21: COMPLAINTS CONCERNING SCHOOL PERSONNEL/PUBLIC**
13 **CHARGES**
14

15 21.1 Procedures
16

17 21.1.1 To promote communication that is fair and constructive, the following
18 procedures are for resolving complaints against unit members. Every effort
19 should be made to resolve a complaint at the earliest possible stage.
20

- 21 a. Complaints concerning unit members shall be made directly by the
22 complainant to the person against whom the complaint is lodged.
23 Parents/guardians/employees are encouraged to attempt to orally resolve
24 concerns with the unit member personally. Such an attempt shall be made
25 at a time and place mutually agreed upon prior to the meeting.
26
- 27 b. If the complaint is not resolved at the informal level, the complainant may
28 submit the complaint in writing to the school principal or immediate
29 supervisor. The District will consider the complaint dropped if the
30 complainant refuses or fails to put it in writing.
31
- 32 (1) A written complaint must include the name of each unit member
33 involved and a brief but specific summary of the complaint and the
34 facts surrounding it.
35
- 36 • It must also include a specific description of a prior attempt
37 to discuss the complaint with the unit member involved and
38 the failure to resolve the matter.
39
 - 40 • When a written complaint is received, the unit member shall
41 receive a copy of the complaint within seven (7) work days.
42

1 (2) The principal or immediate supervisor is responsible for
2 investigating complaints and will attempt to resolve the complaint
3 to the satisfaction of the person(s) involved. If the complaint is
4 resolved, the principal will so advise all concerned parties,
5 including the Superintendent. Any discipline imposed shall be
6 kept as confidential as reasonably possible.
7

- 8 c. If the written complaint remains unresolved after review by the principal
9 or the immediate supervisor, the principal shall refer the written
10 complaint, together with a report and analysis of the situation, to the
11 Superintendent or his/her designee. The Superintendent shall render a
12 written decision. Any discipline imposed shall be kept as confidential as
13 reasonably possible. The complainant or the unit member, may request a
14 closed hearing before the Governing Board. The Board may confirm the
15 Superintendent's decision, request further review by the administration, or
16 conduct the closed hearing.
17
- 18 d. All written complaints regarding unit members shall be initially filed with
19 the principal (or, if appropriate, the unit member's supervisor).
20
- 21 e. The District administration shall cooperate with the complainant and assist
22 in the preparation of any written complaint so as to quickly meet the
23 requirements of this section.
24

25 21.2 Hearing

26
27 21.2.1 No hearing, either open or closed, will be held by the Board on any complaint
28 unless the Board has received the Superintendent's written decision or report
29 concerning the complaint. The Superintendent's decision or report shall
30 contain, but not be limited to:

- 31
- 32 a. The name of each unit member involved.
- 33
- 34 b. A brief but specific summary of the complaint and the facts surrounding it,
35 sufficient to inform the Board and the unit member(s) as to the precise
36 nature of the complaint and to allow the unit member(s) to prepare a
37 defense.
38
- 39 c. A copy of the signed original of the complaint itself.
- 40
- 41 d. A summary of the decision and action taken by the Superintendent or
42 his/her specific finding that disposition of the case at the Superintendent's
43 level has not been possible, and the reasons why.

1
2 21.2.2 All parties involved, including the school administration, may be requested to
3 attend such a meeting, or a part of such a meeting, for the purposes of
4 presenting all available evidence, allowing every opportunity for the
5 explanation, and for clarifying the issue.
6
7

8 **ARTICLE 22: DISCIPLINE LESS THAN DISMISSAL**
9

10 22.1 The District retains the right to discipline unit members for just cause provided that in the
11 exercise of this right, it will not act wrongfully, unjustly, or in violation of the terms of
12 this Agreement.
13

14 22.2 In imposing discipline on a current issue, the District will not take into account any prior
15 infraction which occurred more than four (4) years previously.
16

17 22.3 Except as disciplinary actions may be introduced in support of actions taken under
18 Education Code Section 44932, this Article shall not be construed as modifying those
19 provisions on dismissal for cause.
20
21

22 **ARTICLE 23: NON-DISCRIMINATION**
23

24 23.1 The District shall not discriminate against any unit member in respect to any matter
25 covered in this Agreement on the basis of race, color, creed, age, sex, national origin,
26 political affiliation, disability, sexual orientation, membership in an employee
27 organization, or participation in the activities of a unit member organization.
28

29 23.2 Application forms and oral interview procedures shall not refer to membership in or
30 preferences for unit member organizations.
31
32

33 **ARTICLE 24: TEACHER SAFETY**
34

35 24.1 Working Conditions - General
36

37 Teachers in the Yuba City Unified School District are urged to report to the site
38 administrator any condition deemed to be unsafe to students or staff. This report will be
39 in writing and will be sent to the site administrator who shall take appropriate action.
40 Safety standards shall be determined through CAL OSHA.
41

1 24.2 Personal Property Protection

2
3 The District shall reimburse teachers for actual and necessary out-of-pocket expenses not
4 otherwise covered by District or the teacher’s personal insurance coverage for costs
5 incurred as a result of battery on the teacher occurring during the scope and course of the
6 teacher’s employment.
7

8 24.3 Assault or Battery on Teachers

9
10 Whenever any teacher is attacked or assaulted by any pupil, it shall be the duty of such
11 teacher and the duty of any person under whose direction or supervision such unit
12 member is employed who has knowledge of such incident, to promptly report the same to
13 the appropriate law enforcement authorities of the county or city in which the attack or
14 assault occurred.
15

16 24.4 Teacher Suspension of Pupil

17
18 The District shall provide each teacher once yearly with a copy of applicable Law and
19 Governing Board Policy concerning teacher rights in the suspension of a pupil.
20

21 24.5 Notice Regarding Student Offenses

22
23 The District shall inform the teacher of every student in his/her class who has engaged in,
24 or is reasonably suspected of, any act during the previous three (3) years which could
25 constitute grounds for suspension or expulsion under Education Code 48900, with the
26 exception of the possession or use of tobacco products. This information shall be based
27 upon written District records or records received from a law enforcement agency. This
28 information shall be kept confidential.
29

30 24.6 Community Service Workers

31
32 The District will request that community service work done by the probation department
33 not be done when students are on campus. No community service work will be provided
34 by any person who is incarcerated based upon a conviction or plea to any sex or narcotic
35 section violation enumerated in Education Code Section 44010 or 44011.
36
37

38 **ARTICLE 25: SUMMER SCHOOL**

39
40 Openings will be posted at the schools as soon as the District is firm on financing and numbers
41 of students. This posting will take place prior to openings of positions to persons outside the
42 District. Regularly employed teachers of the District shall be given first consideration over
43 teachers outside the District for summer school placement.

1
2 25.1 Teacher Pay

3
4 See Appendix C (Extra Pay/Extra Duty) for the hourly rate of pay.
5

6 25.2 School Nurse Pay

7
8 A school nurse who is called in to work during Summer School will receive his/her
9 hourly rate of pay for the time worked.
10

11
12 **ARTICLE 26: PERSONNEL FILES**
13

14 26.1 A certificated unit member shall be given a copy of any materials to be placed in his/her
15 personnel file. A certificated unit member shall be given an opportunity to prepare
16 written comments on any evaluation or any other writing before it is placed in his/her
17 personnel file. Those comments will be attached to the material placed in the personnel
18 file.
19

20 26.2 If writings to be placed or found in the personnel file are negative or derogatory, the
21 certificated unit member may review the material on released time without loss of
22 compensation. The unit member shall endeavor to review the material at a time when
23 he/she is free from required student contacts or conferences with parents or
24 administrators.
25

26 26.3 Every certificated unit member shall have the right to inspect materials in the personnel
27 file upon request in the presence of a designated representative of the Superintendent
28 provided that the inspection is made at a time when such person is free from required
29 student contacts or conferences with parents or administrators.
30

31 26.4 The District shall maintain the certificated employee's personnel file at the District
32 Office.
33
34

1 **ARTICLE 27: EARLY RETIREMENT PLANS**

2
3 27.1 One-Time Payment

4
5 A unit member who has been on one of the following schedules, at the designated step
6 for at least fourteen (14) consecutive years, and who elect to retire will receive an
7 additional one time payment of One Thousand Seven Hundred Fifty Dollars (\$1750)
8 upon retirement.
9

10 27.1.1 The Teachers Salary Schedule at Column V, Step 13 or beyond; or

11
12 27.1.2 The Psychologist Salary Schedule at the highest step.

13
14 27.2 Available Early Retirement Programs

15
16 A unit member may select only one (1) of the three (3) early retirement programs set
17 forth in this paragraph (27.2). Unit members will be eligible for the District’s early
18 retirement programs under the following conditions:
19

20 27.2.1 Health Benefits

21
22 a. Eligibility

| Age | Years of Effective District Service* |
|-------|--------------------------------------|
| 60-65 | 15 |
| 59 | 17 |
| 58 | 18 |
| 57 | 19 |
| 56 | 20 |

23
24
25
26
27
28
29
30
31 * Years of service to District must be consecutive immediately preceding
32 date of retirement.

33
34 b. Unit members will receive the medical, dental and vision benefits,
35 including spousal coverage where appropriate, until age sixty-five (65) or
36 a maximum of nine (9) consecutive years which, ever is less.
37

38 c. A unit member must serve written notice to the District of his/her plan to
39 retire at least by: (1) March 1st of any year for eligibility for the next
40 fiscal year; or (2) at least three (3) months in advance if a retirement is to
41 take place during the school year.
42

1 d. Benefits (see 27.2.1.b) shall be as follows:
2

3 (1) For retirees receiving District-paid insurances in January 2006, and
4 for eligible unit members who retire on or before June 30, 2008:

- 5 • Retiree may choose from any plan (available through the
6 insurance provider in the month the benefit is received) that
7 accepts retirees;
8
- 9 • The District will pay the premium rate for a retiree for the
10 base plan established by YCTA in Appendix D at
11 paragraph A.3. (plus dental and vision). The District shall
12 have the discretion of selecting the form of premium rate
13 most advantageous to the District, i.e. composite vs. tiered
14 rate. If a Retiree chooses a more expensive plan, he/she
15 shall pay the difference.
16

17
18 (2) For a unit member who retires after June 30, 2008:

- 19 • Retiree may choose from any plan (available through the
20 insurance provider in the month the benefit is received) that
21 accepts retirees;
22
- 23 • Up to the dollar CAP for active employees in 2007/08
24 (minus life insurance), the District will pay the premium
25 rate for the retiree for the base plan established by YCTA
26 in Appendix D at paragraph A.3 (plus dental and vision).
27 The District shall have the discretion of selecting the form
28 the premium rate most advantageous to the District, i.e.
29 composite vs. tiered rate. If a Retiree chooses a more
30 expensive plan, he/she shall pay the difference.
31
- 32 • The District contribution for Retirees shall be fixed at the
33 2007/08 amount unless a different contribution has been
34 negotiated for Retirees.
35

36
37 27.2.2 Golden Handshake

38
39 Unit members will be eligible for the District “Golden Handshake” program, if
40 provided by law, under the following conditions:

41
42 a. Only full-time unit members are eligible (full-time equivalents who work
43 a standard school year).

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23
- b. Eligibility begins at fifty-five (55) years of age.
 - c. Based on the analysis of the cost associated with the implementation of the early retirement credit program, there must be no net costs to the District as certified by the request for Certification of No Cost for Implementation of an Early Retirement Credit Program.
 - d. A unit member must serve written notice to the District of his/her plans to retire at least by March 1st of the year of eligibility.
 - e. Unit member retirement dates must correspond to the “Golden Handshake Window Period” established by the Governing Board.
 - f. A unit member must be on Column V, Step 13, for at least one (1) year to qualify.
 - g. Only fifteen (15) unit members will be selected in any one (1) year. If more than fifteen (15) unit members apply, eligible unit members will be selected on the basis of number of years in the District and age. The unit member with the most seniority will be selected first. When seniority is equal, age will be the determining factor.

24 The program will apply only to unit members who meet the eligibility
25 requirements and who are currently working as of the date of ratification
26 of this Agreement. Former unit members now retired are not eligible for
27 the program.

28
29 27.2.3 One Time Buy-Out Plan

- 30
31
32
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43
- a. Unit members will be eligible for the Early Retirement One-Time Buy-Out Plan under the following conditions:
 - (1) Unit members who are eligible must notify the District in writing between March 31 and May 15 of the calendar year of eligibility.
 - (2) Unit members must have reached the age of sixty (60) by June 30 of the calendar year of eligibility at which time retirement would take effect.
 - (3) Only full-time unit members who are on paid status, have fifteen (15) years of effective District service (see 27.2.1.a) and are on one of the following schedules, at the designated step, are eligible:

- The Teacher’s Salary Schedule at Column V, Step 13 or beyond; or
 - The Psychologist Salary Schedule at the highest step.
- b. For unit members who meet the conditions above, the District agrees to make a one-time payment of twenty-five percent (25%) of the unit member’s last year’s base salary to the unit member.

ARTICLE 28: PROFESSIONAL GROWTH

Teachers with clear teaching credentials issued after August 31, 1985, shall be responsible for developing an individual professional growth program consisting of one hundred fifty (150) clock hours of participation in activities which will endeavor to enhance their instructional competency, performance, and effectiveness. These activities shall be consistent with those defined in Administrative Code, Title 5, regulations as described in “The California Professional Growth Manual.”

All principals, assistant principals, and full-time vice principals shall be the designated professional growth advisors.

ARTICLE 29: EMERGENCY DAYS

If all classes at any school or schools must be canceled due to weather or other unforeseen circumstances, the Governing Board of the Yuba City Unified School District will apply for a waiver from the California State Department of Education. If the waiver is granted, the Board will accept the waiver and those days that classes were canceled will not be made up.

If the State does not approve the waiver, or approves the waiver for fewer days than requested, those days not approved by the State will be made up starting the first Monday in June following the current calendar’s ending school year date, unless another date(s) during the current school year (July 1 to June 30) is otherwise agreed to between the Association and the District.

Any days not waived by the State will be considered make-up days and will be a part of the regular contract work year.

1 **ARTICLE 30: SAVINGS PROVISIONS**

2
3 If any provisions of this Agreement are held to be contrary to law by a court of competent
4 jurisdiction or decisions by the Public Employment Relations Board (PERB), such provisions
5 will not be deemed valid and subsisting except to the extent permitted by law, but all other
6 provisions will continue in full force and effect.
7

8
9 **ARTICLE 31: EFFECT OF AGREEMENT**

10
11 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
12 over District policy and procedures to the extent that those provisions are not in contradiction to
13 State law.
14

15
16 **ARTICLE 32: COMPLETION OF MEETING AND NEGOTIATING**

17
18 The Association and the District mutually agree that this Agreement covers all matters upon
19 which they require agreement for the term of this Agreement. Accordingly and in consideration
20 of the promises herein made, each party agrees to defer, until the time to negotiate a new
21 agreement to follow the expiration of this Agreement, meeting and negotiating on any subjects,
22 excepting those items described in Article I, whether or not these subjects are presently
23 contemplated by either or both of the parties.
24

25
26 **ARTICLE 33: ENGLISH DEPARTMENT**

27
28 The District will provide the Yuba City Unified High School English Department, on a daily
29 basis, two (2) three and one-half (3 ½) hours classified instructional aides (.7 FTE) for the
30 purpose of assisting the Department teachers who teach five (5) periods of English with clerical
31 and other functions desired by the teachers and approved by the administration, which the
32 instructional aides are lawfully entitled to render.
33
34

1 **ARTICLE 34: FAIR SHARE REPRESENTATION FEE (Effective September, 1992)**

2
3 34.1 Fair Share (Representation Fee)

4
5 34.1.1 Any unit member who is a member of the Yuba City Teachers
6 Association/CTA/NEA, or who has applied for membership, may sign and
7 deliver to the District an assignment authorizing deduction of unified
8 membership dues, initiation fees and general assessments in the Association.
9 Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of
10 such dues from the regular salary check of the unit member each month for
11 twelve (12) months. Deductions for unit members who sign such authorization
12 after the commencement of the school year shall be appropriately prorated to
13 complete payments by the end of the school year.

14
15 34.1.2 Any unit member who is not a member of the Yuba City Teachers
16 Association/CTA/NEA, or who does not make application for membership
17 within thirty (30) days of the effective date of this Agreement, or within (30)
18 days from the date of commencement of assigned duties within the bargaining
19 unit, shall become a member of the Association or pay to the Association a fee
20 in an amount equal to unified membership dues, initial fees and general
21 assessments, payable to the Association in one lump sum cash payment in the
22 same manner as required for the payment of membership dues, provided,
23 however, that the unit member may authorize payroll deduction for such fee in
24 the same manner as provided in Section 34.1.1 of this Article. In the event that
25 a unit member shall not pay such fee directly to the Association, or authorize
26 payment through payroll deduction as provided in Section 34.1.1, the
27 Association shall so inform the District, and the District shall immediately begin
28 automatic payroll deduction as provided in Education Code Section 45061 and
29 in the same manner as set forth in Section 34.1.1 of this Article. There shall be
30 no charge to the Association for such mandatory representation fee deductions.

31
32 34.1.3 Any unit member who is a member of a religious body whose traditional tenets
33 or teachings include objections to joining or financially supporting employee
34 organizations shall not be required to join or financially support
35 YCTA/CTA/NEA as a condition of employment; except that such unit member
36 shall pay, in lieu of a service fee, sums equal to such service fee to one of the
37 following non-religious, non-labor organizations, charitable funds exempt from
38 taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- 39
40 a. Foundation to Assist California Teachers
41
42 b. Casa de Esperanza
43

- 1 c. Crippled Children
2
3 d. Special Olympics
4
5 e. American Cancer Society
6
7 f. Alcoholics Anonymous
8
9 g. Parents' Place
10
11 h. A charity, as defined above, of the unit member's choice.

12 Such payment shall be made on or before December 1 of each school year.

- 13
14
15 34.1.4 Proof of payment and a written statement of objection along with verifiable
16 evidence of membership in a religious body whose traditional tenets or
17 teachings object to joining or financially supporting employee organizations,
18 pursuant to Section 34.1.3 above, shall be made on an annual basis to the
19 Association and District as a condition of continued exemption from the
20 provisions of Sections 34.1.1 and 34.1.2 above. Proof of payment shall be in
21 the form of receipts and/or canceled checks indicating the amount paid, date of
22 payment, and to whom payment in lieu of the representation fee has been made.
23 Such proof shall be presented on or before December 1 of each school year.
24
25 34.1.5 Any unit member making payments as set forth in Sections 34.1.3 and 34.1.4
26 above, and who requests that the grievance or arbitration of provisions of this
27 Agreement be used in his or her behalf, shall be responsible for paying the
28 reasonable cost of using said grievance or arbitration procedures.
29
30 34.1.6 With respect to all sums deducted by the District pursuant to Sections 34.1.1
31 and 34.1.2 above, whether for membership dues or representation fee, the
32 District agrees promptly to remit such monies to the Association accompanied
33 by an alphabetical list of unit members for whom such deductions have been
34 made, categorizing them as to membership or non-membership in the
35 Association, and indicating any changes in personnel from the list previously
36 furnished.
37
38 34.1.7 The Association agrees to furnish any information needed by the District to
39 fulfill the provisions of this Article.
40

1 34.1.8 Indemnification and Hold Harmless

- 2
- 3 a. Yuba City Teachers Association/CTA/NEA agrees to pay to the District
- 4 all reasonable legal fees and legal costs incurred by the District in
- 5 defending against any court action and/or administrative action before the
- 6 Public Employment Relations Board challenging the legality or
- 7 constitutionality of the agency fee provision of this Agreement or their
- 8 implementation. The Association agrees that payments under this
- 9 provision shall be made on a semi-annual basis.
- 10
- 11 b. Yuba City Teachers Association/CTA/NEA agrees to indemnify and hold
- 12 the District harmless from any award or judgment which may result from a
- 13 court action or administrative action referenced in Section 34.1.8.a. above.
- 14
- 15 c. The Association shall have the exclusive right to decide and determine
- 16 whether any such action or proceeding referred to in Section 34.1.8.a or
- 17 34.1.8.b shall or shall not be compromised, resisted, defended, tried or
- 18 appealed.
- 19

20

21 **ARTICLE 35: SITE BASED DECISION MAKING**

22

23 The District will work in partnership with the Association to provide regular training regarding

24 site based decision making to unit members and to the members of each school site council.

25

26

27 **ARTICLE 36: SEXUAL HARASSMENT**

28

29 All discipline less than dismissal (see Article 22) imposed pursuant to the District's sexual

30 harassment policy shall be subject to the relevant provisions of the contract grievance procedure.

31

32

33 **ARTICLE 37: CALENDAR COMMITTEE**

34

35 37.1 A Calendar Committee shall be established to develop the staff workday calendar.

36

37 37.2 The Committee shall be comprised of six (6) members appointed by the Association and

38 six (6) members appointed by the District. Membership should include representatives

39 from Year Round Schools. The District will also request that the Classified Association

40 appoint six (6) members.

41

42 37.3 The Calendar Committee shall submit proposed calendars to the District and the YCTA

43 bargaining team by January 1, for approval.

1
2
3 **ARTICLE 38: DISTRICT AND SITE PANELS AND COMMITTEES**
4

5 The District and YCTA agree that an understanding exists that active panels or committees
6 (whether ad hoc or prescribed) should not take action nor make decisions that violate collective
7 bargaining agreements or side letters of agreement.
8
9

10 **ARTICLE 39: STAFF DEVELOPMENT DAYS**
11

12 39.1 Annual Negotiations
13

14 39.1.1 Based on the desire and intent of the District and the Association that there is to
15 be a continuing staff development program in the District, the parties agree that
16 the staff development programs will be a subject of negotiations during each
17 school year of this Agreement.
18

19 a. However, unless the parties agree otherwise before June 30 of each year
20 for the coming school year, through the collective bargaining process, the
21 program shall be effective only for the current school year.
22

23 b. Specifically, unless the parties agree otherwise before each June 30
24 through the collective bargaining process, the provisions of the Side Letter
25 implementing the program will become null and void on that June 30, and
26 the work year length will revert to the status quo prior to the agreement on
27 the 1999-2000 staff development pilot program, and the salary schedule
28 will be adjusted to reflect the 1998-99 salary schedule plus any
29 subsequently negotiated percentage increase(s).
30

31 39.1.2 Any agreement reached shall be embodied in a Side Letter which is effective
32 only for the designated year.
33
34

35 **ARTICLE 40: RIGHT TO CONSULT ON CURRICULAR ISSUES**
36

37 40.1 Preamble
38

39 40.1.1 Government Code 3543.2(a) states that “the exclusive representative of
40 certificated personnel has the right to consult on the definition of educational
41 objectives, the determination of the content of courses and curriculum and the
42 selection of textbooks to the extent such matters are within the discretion of the
43 public school employer under the law.”

1
2 40.1.2 The District respects and appreciates the advice and counsel of its teachers in
3 preparing recommendations related to the selection of textbooks, the content of
4 courses and curriculum, and in the definition of educational objectives.
5

6 40.1.3 To facilitate the consultation process in such matters, the District and YCTA
7 agree to establish the following processes and procedures.
8

9 40.2 Joint Meet and Consult Committee

10
11 Meet and Consult is a joint YCTA and District committee, where the advice and counsel
12 of teachers can be heard with regards to Curriculum and Instruction decisions for the
13 District.
14

15 40.2.1 The specific committee shall be comprised of teachers who represent certain
16 populations of students: K-5, 6-8, and 9-12. There may be meetings of just the
17 K-5, 6-8, or 9-12 subcommittees.
18

19 40.2.2 If appropriate, larger groups may be formed, such as K-8 (by combining the K-5
20 and 6-8 committees) or 6-12 (by combining the 6-8 and 9-12 committees).
21 There may be times when it is appropriate for the entire committee to meet.
22 Subcommittees shall be organized to address curriculum and instruction issues
23 specific to different grade level groupings. The discussion in these specific
24 groups will allow for the advice and counsel of teachers with direct experience
25 at the impacted grade levels and will allow more sites to actively participate in
26 the consultation dialog.
27

28 40.3 Sub-Committees

29
30 YCTA shall designate members to serve on the following subcommittees of Meet and
31 Consult:
32

33 40.3.1 Six (6) members of the K-5 subcommittee with each member representing two
34 (2) schools [Lincoln, Lincrest], [April Lane, King Avenue], [Bridge Street,
35 Park Avenue], [West Walton, Barry], [Central Gaither, Riverbend], [Butte
36 Vista, Tierra Buena].
37

38 40.3.2 Five (5) members of the 6-8 subcommittee with one (1) representative for
39 AKMS, Riverbend, Gray Avenue, [Barry, Central Gaither], and [Butte Vista,
40 Tierra Buena].
41

42 40.3.3 Seven (7) members of the 9-12 subcommittee with one (1) representative for
43 Albert Powell and three (3) from each of the comprehensive high schools with

1 one (1) representative each for Math, English, and one other. APHS (1), YCHS
2 (1 Math, 1 ELA, 1 other), and RVHS (1 Math, 1 ELA, and 1 other).

3
4 40.3.4 YCTA shall inform the District of its representatives to the subcommittees no
5 later than August 30 of each school year.

6
7 40.3.5 The Superintendent shall designate the Assistant Superintendent for Educational
8 Services and up to three (3) staff members as members for each subcommittee.

9
10 40.4 Meeting Dates

11
12 The Assistant Superintendent for Educational Services shall annually establish meeting
13 dates for the subcommittees.

14
15 40.4.1 The three (3) subcommittees shall alternate monthly meetings. By way of
16 example, the K-5 committee may meet in the first month, the 6-8 committee in
17 the second month and the 9-12 in the third month. Subcommittees may also be
18 combined to consider issues that impact grade levels within both
19 subcommittees.

20
21 40.4.2 Meeting dates shall be established at least once a month for all months
22 excluding any month in which there are less than five (5) student attendance
23 days.

24
25 40.4.3 A list of meeting dates shall be sent to the YCTA President no later than July 30
26 of the current year.

27
28 40.4.4 Additional meetings may be scheduled as needed.

29
30 40.5 Miscellaneous Provisions

31
32 40.5.1 If YCTA fails to identify members of the Meet and Consult subcommittee by
33 August 30, the District may proceed with the business of the committee. In
34 such case, the Assistant Superintendent shall forward notice of meetings to the
35 YCTA President.

36
37 40.5.2 The Assistant Superintendent for Educational Services shall prepare agendas for
38 the meetings. Committee members are encouraged to forward items for the
39 agenda to the Assistant Superintendent ten (10) days in advance of the meeting.
40 The agenda for each meeting shall be sent to all members of the committee five
41 (5) days in advance of the meeting. Items may be added to the agenda at the
42 meeting, but all parties understand that items placed on the agenda at the

1
2

meeting and requiring a recommendation may be deferred to a subsequent meeting due to a lack of information or time for a full discussion.

TEACHER DUTIES AND RESPONSIBILITIES

I. Instructional Guidelines

A. Instruction is the means for implementing the curriculum and consists of teacher-student interaction leading to achievement of course/unit objectives. Instruction is the direct responsibility of the teacher.

B. There are four (4) concepts of instruction that are important to effective teaching/learning:

1. diagnostic-prescriptive teaching;
2. teacher role as guide to learning, utilizing the principles of learning, rather than as a conveyor of knowledge;
3. meeting individual student needs and interests; and
4. students' attitudes toward themselves as learners.

C. Translating these concepts into operational terms of teacher behavior, Yuba City Unified School District has defined competent instruction as follows:

The teacher:

1. is proficient in factual content included in unit/course/subject area;
2. directs instruction to accomplishment of objectives stated in District Course of Study (as completed);
3. prepares current lesson plans which include objectives, activities, resources, and has them available;
4. can state objectives for a specific lesson in progress and their relation to the course of study and District goals;
5. has evidence of how well students can perform objectives before instruction begins (diagnosis) and is able to formulate and to teach to an instructional objective based on data obtained from the diagnosis (prescription);

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6. encourages active involvement of students;
 7. uses a variety of activities and materials by which students obtain information leading to development of objectives;
 8. provides a variety of activities by which students share knowledge with classmates and reinforce their own learnings;
 9. insures that prerequisite learnings are effected prior to more difficult or complex learnings;
 10. provides opportunities for students to draw generalizations from facts and to state them accurately, to distinguish cause and effect relationships, to create, and to make decisions;
 11. develops an atmosphere that encourages students' learning by:
 - a. treating all students in a positive manner;
 - b. showing interest/enthusiasm in the unit/course study;
 - c. helping students develop a positive self-image by:
 - i) striving for success in every student,
 - ii) emphasizing what students have learned rather than what they have not learned;
 12. uses a variety of ways to evaluate student accomplishment of stated objectives;
 13. provides remedial and enrichment activities as needed;
 14. provides evidence of students' achievement;
 15. maintains control in the classroom.

II. Instructional Support Guidelines

- A. Direct contact in the classroom comprises the primary responsibilities of teachers. It is recognized, however, that learning is not limited to the physical limits of the classroom, and that teachers have a responsibility for mental, physical, and

1 emotional growth of students at all times that school is in session, including
2 extensions of the normal school day and other school activities. These teacher
3 activities include the following:
4

5 The teacher:

- 6
- 7 1. maintains required pupil records and communicates this information to other
8 personnel who request and demonstrate a need for said information;
9
- 10 2. supervises pupils outside the classroom during the regular working day;
11
- 12 3. conferences with other certificated staff members regarding students;
13
- 14 4. meets with parents to discuss their children's needs;
15
- 16 5. participates in parent/public orientation sessions (e.g., Open House, Back to
17 School Night);
18
- 19 6. becomes involved in emergency situations affecting the health and welfare
20 of pupils;
21
- 22 7. attends District and building faculty meetings;
23
- 24 8. advises clubs and classes and supervises athletic games and dances on a
25 voluntary basis as set forth in Article 6.7.
26

27 B. It is understood that the teacher is obligated to follow the rules and regulations of
28 the District, the provisions of the Education Code, and the provisions of the
29 contract between the School District and the Yuba City Teachers Association.

Appendix B-1

TEACHER SALARY SCHEDULE

| | I BA | II BA + 15 | Emergency Credential | III BA + 30 or Gen. Sec. or Stan. Teach. | IV BA + 45 or MA | V BA + 60 or MA + 15 |
|----------|---------|---------------|-------------------------|---|------------------------|----------------------------|
| 1 | 37139 | 37139 | 37139 | 39770 | | |
| 2 | 37139 | 37139 | 38254 | 39771 | 39976 | |
| 3 | 37139 | 37139 | 39403 | 39772 | 43374 | 45952 |
| 4 | 37139 | 37139 | | 42453 | 44674 | 47330 |
| 5 | 37139 | 37139 | | 43728 | 46014 | 48750 |
| 6 | 37139 | 39529 | | 45040 | 47392 | 50213 |
| 7 | 39017 | 41290 | | 46840 | 49289 | 52221 |
| 8 | | 42628 | | 48715 | 51261 | 54309 |
| 9 | | 44376 | | 50662 | 53311 | 56481 |
| 10 | | | | 52689 | 55444 | 58740 |
| 11 | | | | 54798 | 57662 | 61090 |
| 12 | | | | 56989 | 59966 | 63533 |
| 13-14-15 | | | | | | 66075 |

For Placement on Longevity Steps see Footnote #4

| | | |
|-------------|-------------------|-------|
| 16-17-18-19 | (+1250 Longevity) | 67325 |
| 20-21-22-23 | (+1500 Longevity) | 68825 |
| 24-25-26 | (+1750 Longevity) | 70575 |
| 27-28-29 | (+2000 Longevity) | 72575 |
| 30-30+ | (+2000 Longevity) | 74575 |

PROVISIONS FOR PLACEMENT ON SALARY SCHEDULE

1. All units are semester units. Units in excess of AB or MA degree must be taken subsequent to the awarding of these degrees.
2. One Thousand Dollars (\$1000) above amount shown on schedule will be paid for an earned MA degree and/or One Thousand Two Hundred Fifty Dollars (\$1250) for a Doctorate with a full teaching credential.
3. One Thousand Dollars (\$1000) above the amount shown on schedule will be paid to teachers who have obtained National Board for Professional Teaching Standards Certification.
4. To qualify for longevity a unit member must have been on Column V, Step 13 for three (3) consecutive years.
5. Experience credit is granted on the basis of one (1) step for each year of properly verified certificated teaching experience with a limitation of six (6) years of such credit. After the sixth (6th) year of such experience, one (1) year of credit is granted for each two (2) years of experience.
6. Up to five (5) years of experience for vocational or commercial experience may be granted for that vocational or commercial experience that exceeds the experience requirements as necessary to obtain the credential. Such additional vocational or commercial experience, in order to be deemed acceptable, must conform to the type of work experience appropriately related to the teaching subjects, as determined and held acceptable by the credential commission. Vocational or commercial experience for salary placement will be granted only to holders of credentials with a specialization in vocational trade and technical teaching and only if the employee is teaching in those subject areas, as required by the district, and that are authorized by the credential.

YCUSD/YCTA Contract
2006-2009
Final 8/28/08

**Yuba City Unified School District
PSYCHOLOGIST SALARY SCHEDULE
2007/08**

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|---------------|---------------|---------------|---------------|
| 62917 | 65749 | 68707 | 71799 | 75031 |

This is based on a one hundred ninety-seven (197) day work year and a workday of eight (8) hours.

One Thousand Dollars (\$1,000) above amount shown on schedule will be paid for an earned MA degree and One Thousand Two Hundred Fifty Dollars (\$1,250) above amount shown on schedule will be paid for a doctorate with a School Psychologist's credential.

Any unit member on the Psychologists' Salary Schedule will receive anniversary increments as follows:

- A. One Thousand Two Hundred Fifty Dollars (\$1,250) with the equivalent of seventeen (17) years on the District.
- B. An additional One Thousand Five Hundred Dollars (\$1,500) starting with the equivalent of twenty-one (21) years in the District.
- C. An additional One Thousand Seven Hundred Fifty Dollars (\$1,750) starting with the equivalent of twenty-five (25) years in the District.
- D. An additional Two Thousand Dollars (\$2,000) with the equivalent of twenty-eight (28) years in the District.
- E. An additional Two Thousand Dollars (\$2,000) with the equivalent of thirty-one (31) years in the District.

**Yuba City Unified School District
 PRESCHOOL AND CHILDREN'S CENTER SALARY SCHEDULE
 2007/08**

| I | II | III |
|-------------|--------------|-----------|
| 30-59 Units | 60- BA Units | BA+ Units |

| | | | |
|---|-------|-------|-------|
| 1 | 17.15 | 18.48 | 19.90 |
| 2 | 17.66 | 19.02 | 20.46 |
| 3 | 18.17 | 19.57 | 20.97 |
| 4 | | 20.10 | 21.51 |
| 5 | | 20.80 | 22.06 |
| 6 | | 21.19 | 22.56 |

**EXTRA PAY/EXTRA DUTY - SALARY SCHEDULE
(2006/07)**

Section 1. Activities Director

A. Activities Director for RVHS

1. A work year of one hundred eighty-five (185) days.
2. Have two (2) periods of release per day.
3. Receive a stipend of Three Thousand Nine Hundred Thirty-Three Dollars (\$3,933).

B. Activities Director for YCHS

1. A work year of one hundred eighty-five (185) days.
2. Have three (3) periods of release per day.
3. Receive a stipend of Three Thousand Nine Hundred Thirty-Three Dollars (\$3,933).

Section 2. High School Coaching Schedule

| | Position | Class I | Class II | Class III | Class IV | Class V |
|----|---------------------------|----------------|-----------------|------------------|-----------------|----------------|
| 1. | | \$3,087 | \$3,258 | \$3,430 | \$3,773 | \$4,116 |
| | Football (Varsity-Head) | | | | | |
| 2. | | \$2,744 | \$2,915 | \$3,087 | \$3,430 | \$3,773 |
| | Baseball (Varsity-Head) | | | | | |
| | Basketball (Varsity-Head) | | | | | |
| | Softball (Varsity-Head) | | | | | |
| | Track (Varsity-Head) | | | | | |
| | Wrestling (Varsity-Head) | | | | | |

| | Position | Class I | Class II | Class III | Class IV | Class V |
|----|--|----------------|-----------------|------------------|-----------------|----------------|
| 3. | | \$2,381 | \$2,569 | \$2,759 | \$3,118 | \$3,480 |
| | Cross Country (Varsity-Head) | | | | | |
| | Debate Team Coach | | | | | |
| | Diving Coach | | | | | |
| | Field Hockey (Varsity-Head) | | | | | |
| | Football (Varsity Assistant) | | | | | |
| | Football (Junior Varsity-Head) | | | | | |
| | Football (Freshman-Head) | | | | | |
| | Golf (Varsity-Head) | | | | | |
| | Gymnastics (Varsity-Head) | | | | | |
| | Head Cheerleading Coach (Summer/Fall) | | | | | |
| | Head Cheerleading Coach (Winter/Spring) | | | | | |
| | Soccer (Varsity-Head) | | | | | |
| | Swimming (Varsity-Head) | | | | | |
| | Tennis (Varsity-Head) | | | | | |
| | Volleyball (Varsity-Head) | | | | | |
| 4. | | \$2,229 | \$2,401 | \$2,572 | \$2,915 | \$3,258 |
| | Assistant Cheerleading Coach (Summer/Fall) | | | | | |
| | Assistant Cheerleading Coach (Winter/Spring) | | | | | |
| | Baseball (Freshman-Head) | | | | | |
| | Baseball (Junior Varsity-Head) | | | | | |

| | Position | Class I | Class II | Class III | Class IV | Class V |
|--|----------------------------------|----------------|-----------------|------------------|-----------------|----------------|
| | Baseball (Varsity Assistant) | | | | | |
| | Basketball (Freshman-Head) | | | | | |
| | Basketball (Junior Varsity-Head) | | | | | |
| | Basketball (Varsity Assistant) | | | | | |
| | Cross Country (Assistant) | | | | | |
| | Drill Team Coach | | | | | |
| | Field Hockey (Varsity Assistant) | | | | | |
| | Field Hockey (JV-Head) | | | | | |
| | Football (Assistant-Freshman) | | | | | |
| | Football (Assistant-JV) | | | | | |
| | Golf (Junior Varsity-Head) | | | | | |
| | Gymnastics (Assistant) | | | | | |
| | Soccer (Junior Varsity-Head) | | | | | |
| | Soccer (Varsity Assistant) | | | | | |
| | Soccer (Freshman) | | | | | |
| | Softball (Junior Varsity-Head) | | | | | |
| | Softball (Varsity Assistant) | | | | | |
| | Swimming (Assistant) | | | | | |
| | Tennis (Junior Varsity-Head) | | | | | |
| | Track (Assistant) | | | | | |
| | Volleyball (Varsity Assistant) | | | | | |
| | Volleyball (Junior Varsity-Head) | | | | | |
| | Volleyball (Freshman) | | | | | |

| | Position | Class I | Class II | Class III | Class IV | Class V |
|--|---------------------------------|----------------|-----------------|------------------|-----------------|----------------|
| | Wrestling (Assistant) | | | | | |
| | All Other Sports (Varsity-Head) | | | | | |

Section 3. K-8/Middle Schools' Coaching Schedule

| 1. | Position | Class I | Class II | Class III | Class IV | Class V |
|----|------------------------|----------------|-----------------|------------------|-----------------|----------------|
| | All sports (six weeks) | \$460 | \$506 | \$558 | \$613 | \$674 |

Note: Any sport that exceeds six (6) weeks of competition shall receive additional compensation on a pro-rated basis.

2. Officials for K-8/Middle School Athletic Contests
 - a. Referees (officials) will be paid Fifteen Dollars (\$15) per league game on the District schedule.

Section 4. Play-Off Pay

Play-off pay will be Forty-Five Dollars (\$45.00) per week per coach for high school sports, and for only those sports and regular coaches of the sports whose athletes qualify for and participate in a league-mandated post-season competition.

Section 5. C.P.R. and First Aid Certification

For renewal of C.P.R. Certification, a unit member will receive Twenty-Six Dollars (\$26.00). For renewal of First Aid Certification, a unit member will receive Fifty One Dollars (\$51).

Section 6. Athletic Director

- A. Athletic Director for RVHS
 1. A work year of one hundred eighty-five (185) days.
 2. Have two (2) periods of release per day.
 3. Receive a stipend of Two Thousand Three Hundred Fifty Dollars (\$2,350).

B. Athletic Director for YCHS

1. A work year of one hundred eight-five (185) days.
2. Have three (3) periods of release per day.
3. Receive a stipend of Two Thousand Seven Hundred Dollars (\$2,700).

C. Athletic Director for the K-8 and Middle Schools

1. There shall be one (1) such position for all K-8 and Middle Schools.
2. The stipend shall be Five Hundred Dollars (\$500) for the Fall Semester and Five Hundred Dollars (\$500) for the Spring Semester.
3. An additional stipend of Two Hundred Fifty Dollars (\$250) shall be paid for each tournament that is approved, planned, and hosted for District schools that also involves out-of-District schools.

Section 7. Agricultural Work

A total of Ten Thousand Five Hundred Eighty-Two Dollars (\$10,582) per year may be paid for extra duty for agricultural work according to the following criteria:

Agricultural Summer Work - Two Thousand Three Hundred Sixty-Eight Dollars (\$2,368)

Agriculture Project Supervisor - Nine Hundred Seventy-Five Dollars (\$975)

Section 8. Conditioning/Strength Advisor

Each Comprehensive High School - extra pay/extra duty rate pursuant to Article 12.14.3.b (paid at Class V of Head Junior Football Coach).

Section 9. Academic Decathlon Coach

Academic Decathlon Coach - Seven Hundred Eighty-Eight Dollars (\$788)

Section 10. Coordinators and Facilitators

Should the District determine that Coordinator or Facilitator services are needed or desirable, a unit member assigned to perform the services shall be paid as set forth below for a full year of service. If the assignment is less than a full year, the stipend shall be reduced on a pro-rated basis.

The determining factor(s) between a Coordinator and a Facilitator assignment will be established by the District and YCTA through the meet and confer process.

A. Academic Coordinators/Facilitators shall receive an annual stipend (pro-rated for less than a full year) as set forth in the following chart.

| | TIER ONE | TIER TWO | TIER THREE | TIER FOUR | TIER FIVE |
|-----------------------|-----------------------------------|----------------------------|-------------------------------------|-------------------------------|------------------|
| TITLES | District Level Coordinator | District Level Facilitator | High School Cross-Curricular Leader | | |
| | District Level Program Specialist | | High School Content Leader | High School Content Leader | |
| | | | High School Task Force Leader | High School Task Force Leader | |
| | | | | Site Coordinator | Site Facilitator |
| ANNUAL STIPEND | \$4500 | \$3600 | \$2350 | \$1500 | \$1200 |

B. Assignment of Tier

1. District Level Coordinators shall receive a stipend at Tier One.
2. District Level Program Specialists shall receive a stipend at Tier One.
3. District Level Facilitators shall receive a stipend at Tier Two.
4. Comprehensive High School Task Force Leaders shall receive a stipend at either Tier Three or Tier Four depending upon the anticipated degree of complexity and effort required for performance of the task. The Tier shall be determined by the Superintendent (or designee) at the time the duty is assigned and may be adjusted for each succeeding school year as deemed necessary and appropriate by the Superintendent (or designee).

5. Comprehensive High School Cross-Curricular Leaders shall receive a stipend at Tier Three.
6. Site Coordinators shall receive a stipend at Tier Four.
7. Comprehensive High School Content Leaders shall receive a stipend at either Tier Three or Tier Four, as set forth below:
 - (a) Tier Three: Math, ELA/ELD, Science, PE and HSS;
 - (b) Tier Four: VAPA, Foreign Languages, and CTE;
 - (c) Other Subject Area Content Leaders assigned pursuant to Article 12.8.4 shall be at Tier Four.
 - (1) The stipend may be prorated by the District by dividing the Tier Four Stipend by two (2), depending on the anticipated degree of complexity and effort required for performance of the responsibilities of the extra duty.
8. Site Facilitators shall receive a stipend at Tier Five.

Section 11. Drama

| | |
|-------|----------------------------------|
| \$679 | Children’s Play at High School |
| 1,019 | Spring Production at High School |
| 424 | Middle School Production |
| 424 | Additional Production |

Section 12. Driver Training

Hourly rate based on Column III, Step 1, of the teachers’ salary schedule.

Section 13. Mileage

*\$190 per teacher per year - Central Gaither

* Provided the teacher lives five (5) or more miles from the school.

Section 14. Music

| | | | |
|----------|---|--|--------------------------------|
| *\$2,037 | Director of Marching Band and Pep Band | | |
| 1019 | Director of Musical Productions | | |
| 679 | Director of Chorale | | for a major musical production |
| 679 | Director of Stage Band | | |
| 679 | Band Attached Units Coach (minimum of 8 students) | | |
| 1,189 | Additional monies to be used by District music teachers | | |
| \$6,282 | Total cost per year | | |

* The principal will compile a schedule with input from the Activities Director and Marching Band/Pep Band Director for the Marching Band’s performances at football games and the Pep Band’s performances at basketball games and pep rallies.

Section 15. Woodleaf

Seventy Dollars (\$70) per teacher per night.

Section 16. Student Teacher/Master Teacher

Student teachers will be assigned only to those unit members who agree in writing to the building principal to serve as master teachers. The money the District receives for each student teacher will be paid to the master teacher(s).

The following formula will be used to compute the amount paid.

$$\frac{1}{2} (\text{Phase I plus Phase II})$$

Section 17. Summer School

Thirty-Six Dollars (\$36.00) per hour of standards-based teacher instruction.

Section 18. Teacher-in-Charge

Each school that does not have an assigned vice-principal shall have a Teacher-in-Charge to serve in the absence of the principal. Those unit members selected by the District will be paid on the following basis:

YCUSD/YCTA Contract
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- A. in schools with fifteen (15) or more full-time teachers, One Thousand Three Hundred Thirty-Five Dollars (\$1335) per year.
- B. in schools with fourteen (14) or less full-time teachers, Eight Hundred Ninety Dollars (\$890) per year.

Section 19. Yearbook Advisor

- A. Each Comprehensive High School - Nine Hundred Dollars (\$900).
- B. K-8 Schools and Middle Schools - Six Hundred Seventy-Nine Dollars (\$679) - Stipend will be paid only if the class is outside the regular day.

Section 20. Lead Teachers - Middle School

Lead Teachers will be:

- A. Paid a stipend of One Thousand Three Hundred Thirty-Five Dollars (\$1,335).
- B. Released from classroom duties at their discretion for a total of three (3) days during the school year.

Section 21. Curriculum Facilitator

A site-based Curriculum Facilitator will be compensated in the same manner and amount as specified in Section 18 (Teacher-in-Charge).

Section 22. Academy Inservice Program

Academy Inservice Presenters will be paid at the rate of One Hundred Five Dollars (\$105) for a two (2) hour presentation (pay includes any required preparation time). Presentations of different lengths of time shall be prorated.

Section 23. Middle School Student Council Advisor

Student Council advisors at the middle school level (6, 7, 8) will receive a stipend of Six Hundred Seventy-Nine Dollars (\$679) per year provided that they receive no release time or that Student Council is not part of a class.

Section 24. Middle School Cheerleader Advisor

Cheerleader advisor at the middle school level (6, 7, 8) will receive a stipend of Six Hundred Seventy-Nine Dollars (\$679) per year.

Section 25. BTSA Support Providers

Each BTSA Support Provider will receive Two Thousand Dollars (\$2,000) per assigned teacher per school year. The first installment of One Thousand Dollars (\$1,000) will be paid on or about the December 10 payroll. The final One Thousand Dollar (\$1,000) installment will be paid on or about the June 10 payroll. If the assigned teacher leaves during the school year, the stipend will be pro-rated accordingly.

Section 26. CSF Advisor

Five Hundred Dollars (\$500.00) per semester.

Section 27. AP Testing Coordinator

Five Hundred Dollars (\$500.00) per school year.

MEDICAL, DENTAL, LIFE AND VISION BENEFITS PLANS

A. GENERAL PROVISIONS

1. Notice of Projected Changes

- a. For a change in insurance providers initiated by YCTA after June 30, 2006, costs associated with the change shall be paid by payroll deduction by members of the bargaining unit receiving health benefits.
- b. The amount to be deducted from each affected unit member's monthly check shall be computed by dividing the costs by the number of FTE in the bargaining unit (who are receiving health benefits at that time), divided by twelve (12). Unless another date is mutually agreed upon, the deduction shall be based upon the number of FTE in October of the year of the change. Deductions shall occur until the full cost associated with the change has been repaid by unit members.

2. Eligible Unit Members

- a. Medical, dental, life and vision benefits in the amount stated above will be paid for certificated unit members on the teachers' and psychologists' salary schedules receiving fifty percent (50%) or more of the full-time salary for which he/she qualifies on those salary schedules as included in this Agreement.
- b. Regular full-time Children's Center and Preschool teachers shall receive the medical, dental and vision benefits for those months that they are employed in the respective programs.

3. Annual Establishment of Base Plan

Annually, the Association shall establish as its base plan for medical one of the plans available through the designated insurance provider. Employees, at their sole discretion and cost, shall be permitted to "buy up" in accordance with the rules of the insurance provider.

4. Advance of Dollars

When negotiations are in progress concerning the District's required contribution for insurance premiums, the District shall promptly provide the Association with notice of a projected rate increase. Within ten (10) working days, the parties shall schedule a bargaining session to explore options and alternatives. To minimize the impact on unit members, if no agreement is reached, the District shall allocate a portion of the funded increase to the Base Revenue Limit to help mitigate the rate increase for active employees (i.e. not Retirees) while negotiations are in progress.

a. The amount to be allocated shall be equal to one-half (1/2) of the funded increase to the Base Revenue Limit (expressed as a percentage) multiplied times the most current dollar cost of a one percent (1%) raise to the bargaining unit. The resulting sum will be:

- first, divided by the number of FTE's enrolled in medical, dental and vision;
- second, divided by twelve (12) to arrive at the amount used to supplement the District's CAP while negotiations are occurring.

This supplement is an advance for the current fiscal year only (i.e. it will not permanently increase the CAP except through negotiations).

b. If required, the unit member shall contribute the difference between the CAP (with the supplement being paid by the District) and the premium by payroll deduction pending the results of negotiations.

c. If the final agreement negotiated between the parties does not allocate sufficient dollars to raise the CAP on the District's contribution for insurance premiums, the unit member shall repay the District for dollars advanced pursuant to A.4.a. above.

B. REQUIRED DISTRICT CONTRIBUTIONS FOR PREMIUMS

Effective October 1, 2006:

- ! The CAP on the District's contribution for insurance premiums shall be Nine Hundred Eighty-Seven Dollars and Twenty-Six Cents (\$987.26)
- ! Should both a husband and wife (or two recognized domestic partners) receive benefits through the Central Valley Trust (CVT), any savings from the spousal credit shall accrue to the District.

SIGNATURE PAGE

FOR YUBA CITY UNIFIED SCHOOL
DISTRICT

FOR YUBA CITY TEACHERS
ASSOCIATION

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Date: _____

Date: