

CONTRACT AGREEMENT

BETWEEN

YUBA CITY UNIFIED SCHOOL DISTRICT

AND

YUBA CITY TEACHERS ASSOCIATION

**July 1, 2010
through
June 30, 2011**

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1
2
3 **AGREEMENT BETWEEN**
4
5 **YUBA CITY UNIFIED SCHOOL DISTRICT**
6
7 **AND**
8
9 **YUBA CITY TEACHERS ASSOCIATION**

10
11 **ARTICLE 1: AGREEMENT AND TERM**
12

13 1.1 Parties
14

15 This Agreement between the Governing Board of the Yuba City Unified School District
16 (hereinafter “District”) and the exclusive representative, Yuba City Teachers Association
17 (hereinafter “Association” or “YCTA”), has been reached through “meeting and negotiating”
18 as defined by Section 3540.1(h) of the Government Code.
19

20 1.2 Term
21

22 This Agreement shall remain in full force and effect from July 1, 2010, to and including
23 June 30, 2011.
24

25 1.3 Reopeners
26

27 1.3.1 During 2010/2011, the parties shall engage in a collaborative process to draft
28 modifications to Article 8: Evaluation. A subcommittee shall be formed consisting
29 of the YCTA Bargaining Chair, YCTA President, two (2) YCTA members, the
30 District Assistant Superintendent for Human Resources and three (3) site
31 administrators. The draft prepared by the subcommittee shall be brought forth to
32 the entire bargaining table no later than March 30, 2011.
33

34 1.3.2 Negotiations will begin within thirty (30) regular student attendance days of the
35 date that either party submits a proposal for a successor contract to the other.
36 Except upon mutual consent, negotiations shall not be required during the summer
37 recess.
38

39
40 **ARTICLE 2: ASSIGNMENT/REASSIGNMENT**
41

42 2.1 Definitions
43

44 2.1.1 An “assignment” is the placement of a unit member for a school year without a
45 change in school site or District-wide program. For the limited purpose of

1 Article 2.2.1, a 1.0 FTE employee who teaches special education (and who is
2 assigned one hundred percent (100%) to a single site) will be considered by that
3 site administrator (upon the teacher’s written request) when making assignments.
4 Any such assignment must have prior approval of the Assistant Superintendent of
5 Human Resources.
6

7 2.1.2 A “reassignment” is the placement of a unit member that occurs during the school
8 term without a change in school site or District-wide program.
9

10 2.2 Assignment
11

12 2.2.1 All assignments are made at the discretion of the administration based on
13 instructional and/or program needs. When making assignments, the administrator
14 will consider, by way of illustration and not limitation, factors such as:
15

- 16 a. the interests of affected unit members;
- 17
- 18 b. changes in rooms (or sites for programs);
- 19
- 20 c. changes in grade levels and content areas;
- 21
- 22 d. the number of different courses taught per year; and
- 23
- 24 e. changes in courses to be taught from the previous year.
25

26 2.2.2 All assignments will be prepared by the administration prior to the end of the
27 school year, and will be posted at each site for staff review and placed in the
28 teacher’s mail box.
29

- 30 a. Any assignment made at this time is tentative and is subject to change as
31 determined by the administration. A unit member whose tentative
32 assignment will subsequently be changed shall be consulted prior to any such
33 change.
34

35 2.2.3 If a change in assignment is made, the District shall provide at least two (2) weeks
36 notice to the unit member prior to the commencement date of the new assignment.
37 Such notice shall be in writing and mailed to the unit member’s last known
38 address.
39

1 2.2.4 Employment of District Teachers to Teach Additional Class Periods

2
3 Full-time District teachers may be assigned to teach additional class periods in
4 accordance with the following provisions:

- 5
6 a. The Assistant Superintendent of Human Resources (or designee) will consult
7 with the President of the Association (or designee) prior to taking action to
8 fill a vacant single class period.
9
10 b. The District shall consider the following factors in identifying single
11 teaching period vacancies:
12
13 (1) The instructional needs of students;
14 (2) Space availability;
15 (3) Teacher credentials and availability;
16 (4) Teacher qualifications as determined by the District;
17 (5) The availability of part-time teachers; and
18 (6) Class sizes.
19
20 c. Single period vacancies will be advertised in accordance with Article 3.2, of
21 this Agreement between the District and the Association.
22
23 d. First consideration will be given to teachers who, in assuming the additional
24 teaching period responsibility, would not be relinquishing a “preparation
25 period.”
26
27 e. A full-time teacher shall be limited to one (1) additional teaching period
28 assignment during a semester.
29
30 f. Additional teacher period assignments for full-time District teachers will be
31 on a year-to-year basis.
32
33 g. Full-time District teachers will receive an additional percentage of their base
34 salary for teaching an additional period.
35
36
37
38
39
40

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%

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

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

2.3 Reassignment

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

2.3.2 Any vacancy that occurs after all reassignments have been made that the District intends to fill shall be subject to Article 3 - Transfers.

ARTICLE 3: TRANSFERS

3.1 Definitions

3.1.1 A “transfer” refers to the movement of a unit member from a position in one school or District program to a position in another school or District program, provided the transferred position is on the same salary schedule as the position from which the unit member is being transferred.

3.1.2 A “voluntary transfer” is a transfer initiated by a unit member.

- 1 3.1.3 An “administrative transfer” is a transfer initiated by the Board or its designated
2 representative(s).
3
- 4 3.1.4 A “vacancy” is an unfilled unit position (either existing or newly created) which
5 the District intends to fill.
6
- 7 3.1.5 “Seniority” is defined as the unit member’s initial date of service in the bargaining
8 unit with the following provisions:
9
- 10 a. Unit members with the same initial date of service shall have their seniority
11 number determined by lot.
12
 - 13 b. The lottery shall be conducted by the Assistant Superintendent of Human
14 Resources and two (2) unit members. Once the lottery is used to determine
15 a unit member’s seniority, that seniority shall remain in effect for the unit
16 member while employed in the District.
17
 - 18 c. A unit member on an approved paid leave of absence shall continue to earn
19 seniority while on such leave.
20
- 21 3.1.6 “First consideration” - in-district unit members will be guaranteed an interview
22 prior to out-of-district applicants.
23

24 3.2 Vacancy
25

26 The site or program administrator where a vacancy occurs may make internal
27 assignments/reassignments as deemed appropriate after posting the position for three (3)
28 days and consulting with staff involved.
29

- 30 3.2.1 Prior to the last working day in June, the Assistant Superintendent of Human
31 Resources will advertise all known vacancies.
32
- 33 3.2.2 All positions which become vacant during the “summer recess” or “off track
34 periods” up to one (1) week prior to the beginning of the school session will be
35 advertised. All positions which become vacant during the “summer recess” or “off
36 track periods” between one (1) week and two (2) weeks prior to the beginning of
37 the school session will be advertised for three (3) days throughout the District.
38 Assignment changes resulting from vacancies during this two (2) week period will
39 not be made unless an emergency situation exists or the welfare of students would
40 so require.
41
- 42 3.2.3 In the event that a vacancy occurs during the school year, the Assistant
43 Superintendent of Human Resources will have the option of advertising the
44 vacancy or filling the position through an administrative transfer, pursuant to
45 Section 3.5 below. All vacancies filled through administrative transfers during the

1 school year will be considered a “temporary” assignment. Such positions will be
2 reopened and advertised after the last school day in June for filling the next school
3 year. “Permanent” teachers who have been administratively transferred in
4 accordance with this provision will have the right of first refusal for the assignment
5 if the District intends to maintain the position for the following school year.
6

7 3.3 Recruitment and Selection

8
9 3.3.1 Vacancies will be advertised concurrently inside and outside the District for the
10 same period of time.

11
12 3.3.2 All in-District applicants will be interviewed. These applicants will be interviewed
13 first as one (1) pool. If a recommendation is made to fill the position from the in-
14 District applicants, the process is complete.

15
16 3.3.3 Applicants from outside the District may interview as another pool. After outside
17 applicants are interviewed, all applicants from both pools will be considered for
18 the position.

19
20 3.3.4 Advertisement flyers shall be specific as to subject matter and reflect as accurately
21 as possible all known factors.

22
23 3.3.5 If the subject matter of the position changes prior to a recommendation, the
24 position will be readvertised.
25

26 3.4 Voluntary Transfers

27
28 A unit member may request a voluntary transfer to take effect during the school year or at
29 the beginning of the next school year. In either event, the request shall be made on a
30 “Request for Transfer” form and sent to the Assistant Superintendent of Human Resources.
31

32 3.4.1 Requests for transfer shall be made prior to the closing date of the position vacancy
33 announcement.

34
35 3.4.2 Requests for voluntary transfers shall be considered on the following basis:

- 36
37 a. Credentials/certificates required to perform services in the requested
38 position;
39
40 b. Major and minor fields of study;
41
42 c. Experience;
43
44 d. Demonstrated special skills;
45

1 e. Past evaluations entered in the personnel file within forty-eight (48) months
2 of the date of the transfer request;

3
4 f. All other things being equal, employee's length of service in the District shall
5 be considered in making the final determination. (See Article 3.1.5.)
6

7 3.4.3 Voluntary transfer applicants will be given first consideration when interviewing
8 for District vacancies. Teachers who have expressed an interest in transferring will
9 have access to information about open positions from the information line, from
10 the District web-site, and from flyers of open positions in their field.
11

12 3.4.4 The unit member shall be notified relative to his/her request for a transfer as soon
13 as possible.
14

15 3.4.5 If a unit member's request for a voluntary transfer is denied, the unit member shall
16 be granted, upon request, a meeting with the administrator who denied the request
17 to discuss the reason(s) for the denial.
18

19 3.5 Administrative Transfers
20

21 As determined by the administration, administrative transfers may be made in emergency
22 situations or in instances where the welfare of students would so require. The procedure for
23 administrative transfers shall be as follows:
24

25 3.5.1 If, at any time, the District decides an administrative transfer needs to be made and
26 it is known that more than one position needs to be filled by administrative
27 transfer, the unit member with the greatest District-wide seniority and required
28 credentials shall be given the preference of the positions to be filled.
29

30 3.5.2 If a decrease in the number of students or the elimination of program(s) and/or
31 funding occurs, the District shall seek voluntary transfer prior to making any
32 administrative transfer.
33

34 3.5.3 If a particular school is to be closed, then unit members at that school shall be
35 accorded first priority for filling any new or vacant positions in the District.
36

37 3.5.4 A unit member will not be transferred to a position outside his/her area of
38 competence as defined by his/her credentials.
39

40 3.5.5 A unit member being administratively transferred shall be given the reasons for the
41 impending transfer at least five (5) days prior to the transfer. (A day refers to any
42 day the District Office is open.) The transfer becomes effective upon receipt of
43 written notification to the unit member from the District Office administration.
44

- 1 3.5.6 An administrative transfer shall not result in the loss of compensation, seniority,
2 or any fringe benefits to a unit member.
3
- 4 3.5.7 When an administrative transfer is contemplated, the District Office administration
5 will consult with the unit member(s) to be transferred and the principals of the
6 schools involved prior to the transfer being finalized. Appeal may be made to the
7 Superintendent before an administrative transfer becomes final.
8
- 9 3.5.8 In the event the unit member being voluntarily or administratively transferred
10 during school time requests assistance in moving from one school to the other, the
11 principal of the school from which the person is being transferred will arrange for
12 assistance in such moving and the unit member, upon request, would be entitled
13 to a minimum of two (2) days and a maximum of three (3) days moving time in
14 addition to the time provided in Article 3.5.5.
15
- 16 3.5.9 In the event the procedure for an administrative transfer becomes a matter of
17 grievance, and the grievance is settled in favor of the unit member, he/she shall
18 have the option of returning to the same position from which he/she was
19 transferred.
20
- 21 3.5.10 Upon written Association request, the Assistant Superintendent of Human
22 Resources will provide the Association with a list of any administrative transfers
23 not previously provided to the Association for the current school year.
24
25

26 **ARTICLE 4: DISPLACED TEACHERS**

27

28 4.1 District Level Changes

29

- 30 4.1.1 The below listed procedures will be implemented when one (1) or more of the
31 following conditions exists which necessitates staffing reductions which have not
32 been accomplished through resignations, retirements, administrative transfers, or
33 other administrative actions. The District will consult with the Association when
34 it becomes known that one of these conditions is anticipated.
35
- 36 a. District-wide program changes
 - 37
 - 38 b. School closings
 - 39
 - 40 c. Decrease in school enrollment
 - 41

1 4.1.2 These procedures are listed in sequential order.

2
3 a. The District will meet with affected staffs to:

4
5 (1) explain staffing allocations, contractual provisions for
6 assignment/transfer, and the below described procedures;

7
8 (2) announce vacant positions in the school/program and staffing needs;
9 and

10
11 (3) notify staff of the number of positions that will be eliminated
12 (number of displaced positions). The total number of displaced
13 teachers is limited to the total net number of “displaced” positions in
14 the school or program.

15
16 (4) The Association President shall receive timely notification of the
17 time, location and date of the meeting.

18
19 b. Thereafter, the District will review a list of all unfilled new and vacant
20 teaching positions with staff at the affected sites.

21
22 (1) Each site will be provided with a list setting forth the District-wide
23 seniority of unit members at that site. Seniority, for purposes of this
24 Article, shall be as defined in Article 3 - Transfers, Section 3.1.5 (this
25 shall not include service pursuant to an emergency/provisional
26 credential or as a substitute). All unit members shall have access to
27 the list.

28
29 (2) A teacher from a site that must displace teachers, if they volunteer
30 (and are qualified and resolve the surplus), will be transferred to that
31 position on the list that they select (see Section 4.1.2.b(3)).

32
33 (3) If the number of volunteers exceeds the number of displaced
34 positions, and a volunteer (with the appropriate credentials,
35 qualifications, etc.) resolves the excess, District-wide seniority will
36 be the determinant.

37
38 (4) If there are an insufficient number of volunteers to eliminate the
39 surplus, teachers (with the appropriate credentials, qualifications,
40 etc.) shall be displaced in reverse order of District-wide seniority.

41
42 (5) If the position selected by the volunteer to be displaced is no longer
43 available, because it was selected by a more senior displaced teacher,
44 the volunteer may rescind their displaced teacher status.

1 (6) The District will provide a list of volunteers and displaced teachers
2 to the Association President.

3
4 c. Teachers who are displaced from a school or program may return to that
5 school or program if a vacancy occurs for which he/she is qualified prior to
6 the end of the first week of their new assignment.
7

8 4.2 School Level Program Changes
9

10 4.2.1 The below listed procedures will be implemented when one or more of the
11 following conditions exists which necessitates staffing changes in K-8 schools
12 which have not been accomplished through resignations, retirements,
13 administrative transfers, or other administrative actions. These procedures are not
14 applicable to non-permanent teachers, teachers assigned to a District wide program
15 (e.g., Special Education, Title VII). The District will consult with the Association
16 when it becomes known that one of these conditions is anticipated.
17

18 a. An assignment change is necessary which will require a teacher in a year-
19 round school to change track against his/her will.
20

21 b. School program changes which result in a teacher's assignment being
22 changed because he/she is not appropriately credentialed.
23

24 c. School program changes which result in the change of assignment for a
25 teacher who has taught a specific content area or grade level in the same
26 District school for twenty (20) or more consecutive years.
27

28 4.2.2 Procedures
29

30 a. The affected school site principal will meet with staff to explain staffing
31 allocations/assignments, contractual provisions for assignment/
32 reassignment/transfer, and these procedures.
33

34 b. The principal will announce vacant positions in the school and notify staff of
35 the number of individuals who may be displaced in accordance with these
36 procedures.
37

38 c. Teachers who are displaced will, at their request, be transferred to any
39 currently advertised new or vacant position in the school or District at the
40 specific grade level (and content area) from which he/she is displaced, for
41 which he/she is qualified.
42

43 d. If two (2) or more displaced teachers are qualified under these procedures,
44 seniority (see Article 3 - Transfers, Section 3.1.5, Seniority) will be the
45 determinant.

- 1 e. Teachers who are displaced from a school/track under these provisions may
2 return to the specific assignment that they were displaced from if a vacancy
3 occurs prior to the end of the first week of their new assignment.
4

5 4.3 Opening a New Elementary School
6

- 7 4.3.1 The procedures set forth in 4.3.2 shall be followed when the District opens a new
8 elementary school (e.g. K-5, K-6, K-8). The same procedures shall be used in the
9 case of a “phased” opening (e.g. K-5, then Grade 6, then Grade 7, then Grade 8).
10

11 4.3.2 Procedures
12

- 13 a. The District will meet with affected staff to explain staffing allocations and
14 the procedures set forth below.
15

16 (1) This will include a presentation regarding positions at the new school
17 and the number of positions that will be eliminated at each affected
18 site as a result of the new school.
19

20 (2) The Association President will receive timely notification of the time,
21 location and date of the meeting.
22

- 23 b. Advertisement #1
24

25 (1) The District will advertise, within the District, teaching positions
26 anticipated for the new school (Advertisement #1).
27

28 (2) The District will consider and interview all applicants and select staff
29 for the new school.
30

- 31 c. Placement of Displaced Teachers
32

33 After completion of the process set forth in 4.3.2.b, the District will utilize
34 the process set forth in 4.1.2 to place displaced teachers.
35

- 36 d. Advertisement #2
37

38 (1) All remaining unfilled teaching positions at the new school will be
39 advertised in and out of the District (Advertisement #2).
40

41 (2) The District will consider all applicants, will interview all new in-
42 District applicants (exclusive of those who were interviewed pursuant
43 to 4.3.2.b(2) above), and select staff for the new school.
44
45

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 track:

- 10
11 a. Teachers will meet by grade level or department and attempt to mutually
12 agree to their individual track assignments, within a reasonable time frame
13 specified by the site administrator.
- 14
15 b. If mutual agreement cannot be reached and more persons have requested a
16 track than can be assigned, the following criteria shall be applied by the site
17 administrator before making a final recommendation or placement to the
18 Superintendent/designee:

19
20 K-5 Schools:

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

22
23 6-8 and 9-12 Schools:

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

25 -- Credential(s)

26 -- Major(s)/Minor(s)

27 -- Recent experience in subject area

28
29 c. District seniority shall be considered if all the above factors are judged to be
30 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 grade
40 level where a vacancy exists has requested the position, teachers will meet
41 by grade level to mutually agree on assignments. If mutual agreement cannot
42 be reached, the teacher with the greatest seniority will be assigned the
43 position.

1 b. If only one (1) teacher wants a change of track, that teacher shall receive the
2 assignment.

3
4 c. Teachers assigned a multi-graded class with students at the grade level where
5 the vacancy exists may participate in this process.

6
7 5.2.2 6-8 and 9-12 Schools

8
9 a. When a vacancy on a track exists and more than one (1) teacher has
10 requested the position, the teachers will meet by department or grade level
11 and attempt to mutually agree to track assignments.

12
13 b. If mutual agreement cannot be reached, the site administrator will make the
14 assignment/reassignment after considering the following criteria:

- 15
16 - Training in special program(s) relevant to the track
17 - Credential(s)
18 - Major(s)/Minor(s)
19 - Recent experience in subject area

20
21 c. District seniority shall be considered if all the above factors are judged to be
22 equal. (See Article 3.1.5.)

23
24 5.3 Intercession Teaching (defined as “Additional Instruction Time During OFF Track Period”)

25
26 5.3.1 A unit member may teach during his/her assigned intercession, off-track period or
27 summer recess.

28
29 5.3.2 For those teaching an enrichment, extension or remediation course for students on
30 intercession or off track, compensation shall be at an hourly rate commensurate
31 with Article 25 - Summer School. The length of the intersession day will be the
32 same as the length of day in summer school.

33
34 5.4 Rotating Assignments/Roving Assignments

35
36 Plans for the teachers/classroom movement of tracks’ closing will be developed locally in
37 accordance with school plans, and ratified by the Governing Board when necessary.

38
39 5.4.1 Rotating Assignments

40
41 A teacher who is required to change or share classrooms from one track to the next
42 track shall be provided:

43
44 a. Movable, lockable storage space.

- 1 b. Assistance in moving materials to any new on-site work location.
2
3 c. A minimum day at the end of each track to permit the taking down of
4 classroom materials.
5

6 5.4.2 Roving Assignments
7

8 Teachers who are required to move their class to another teacher's room when that
9 teacher goes off track will receive a stipend of Two Hundred Fifty Dollars (\$250)
10 per year.
11

12 5.5 Multiple Site Assignments
13

14 A teacher whose assigned duties include teaching at more than one (1) site during the same
15 session shall be provided:
16

17 5.5.1 Lockable storage space, as needed.
18

19 5.5.2 Appropriate travel time.
20

21 5.5.3 Reimbursement for use of personal vehicle at District Governing Board approved
22 mileage rate.
23

24 5.5.4 Assistance in transporting materials not easily transported by the teachers.
25

26 5.5.5 It is understood that multiple site assignments be kept to a minimum.
27

28 5.6 Miscellaneous Working Conditions
29

30 5.6.1 Year-round education sessions scheduled during hot weather will be conducted
31 only in classrooms that are normally air conditioned.
32

33 5.6.2 The District shall develop and implement a plan for forwarding pertinent District,
34 site, and session communications to unit members between sessions.
35

36 5.6.3 Should a unit member's regular work year extend beyond the contractual work
37 year, that unit member will be compensated at his/her regular rate of pay.
38

39 Unless otherwise specifically modified by the above, all provisions of Article 2 -
40 Assignment/Reassignment, Article 3 -Transfers and Article 4 - Displaced Teachers are
41 applicable to Year-Round Schools.
42
43

1 **ARTICLE 6: HOURS**

2
3 6.1 Work Year

4
5 6.1.1 Except as noted below, bargaining unit members shall have a work year of one
6 hundred eighty-three (183) days, plus additional staff development days as noted
7 in Article 39 - Staff Development Days. Psychologists shall have a work year of
8 one hundred ninety-five (195) days, plus additional staff development days as
9 noted in Article 39.

10
11 6.1.2 The one hundred eighty-three (183) days shall include the adopted school calendar
12 for the fiscal year with the balance of days to be determined as follows:

- 13
14 a. Site administrators will consult with school staff and then determine the work
15 days and appropriate meeting times. They will meet prior to the end of each
16 school year to determine a schedule of workdays beyond the days of student
17 attendance. The staff and administration will consider the needs of the
18 school program and the individual classroom needs of each teacher to
19 determine a schedule. The District will provide as much flexibility as
20 possible for unit members to schedule teacher workdays. The schedule will
21 be distributed in written form to each teacher's box prior to the end of the
22 school year. Once a schedule and program has been determined and
23 distributed, the administration will consult with affected unit members
24 regarding any workday schedule changes.
- 25
26 b. The appropriate Assistant Superintendent of Educational Services, or
27 designee, will consult with Nurses, Psychologists, Speech and Language
28 Specialists and Learning Center Teachers and determine when any program
29 meetings will be scheduled.
- 30
31 c. Site administrators will be responsible for the accountability for the work
32 days of the staff.
- 33
34 d. The District recognizes the need to provide adequate time for teachers to
35 plan, meet, arrange their classrooms, and prepare for the school year during
36 the teacher workdays.

37
38 6.1.3 If requested by the District, new teachers will work one hundred eighty-four (184)
39 days, plus additional days as negotiated for Staff Development. If the extra day is
40 scheduled by the District:

- 41
42 a. the new teacher shall receive his/her full daily rate of pay for the additional
43 day;
- 44
45 b. the day will be scheduled within two (2) weeks of the first teacher work day;

1 c. the District will consult with the Association regarding the placement of the
2 day.
3

4 6.1.4 The Children's Center and Preschool teachers' work year and school calendar will
5 be determined by the administration on a yearly basis. Children's
6 Center/Preschool teachers will be compensated at their normal rate for any
7 additional days/hours worked.
8

9 6.1.5 The continuation high school calendar will be six (6) weeks on and one (1) week
10 off coordinated with the regular adopted student attendance and work year
11 calendars.
12

13 6.2 Work Day
14

15 6.2.1 Unit members shall work at their duties and responsibilities for thirty-five (35)
16 hours per week averaged in any one (1) student attendance week. Teachers shall
17 be on site for at least one-half (1/2) hour before school begins, the length of the
18 student day, plus fifteen (15) minutes after school is dismissed unless otherwise
19 arranged with the administration.
20

21 a. This shall not preclude the administration from reasonably requiring unit
22 members to perform professional responsibilities as described in Appendix
23 A - Teacher Duties and Responsibilities, Section II - Instructional Support
24 Guidelines, of this Agreement.
25

26 b. It is the District's and the Association's understanding that unit members will
27 approach the work day/week and associated duties with professionalism.
28

29 c. It is recognized by the District and the Association that the performance of
30 such professional responsibilities may result in a unit member working
31 beyond thirty-five (35) hours per week.
32

33 6.2.2 Faculty Meetings
34

35 a. Attendance at faculty meetings may be counted toward the thirty-five (35)
36 hour work week.
37

38 b. No unit member shall be required to attend more than two (2) faculty
39 meetings per month at a school site. Should other faculty meetings be
40 scheduled, attendance is voluntary.
41

42 (1) The required faculty meeting time for each month shall not exceed
43 one hundred thirty-five (135) minutes. No single faculty meeting
44 shall exceed ninety (90) minutes. This clause is intended to be "limit

1 setting” and is not to be construed to set mandatory faculty meeting
2 minutes.

- 3
4 (2) Required faculty meetings may be used for staff development and
5 training, collaboration, site-based decision making and
6 communication.
7

8 6.2.3 Content Area, Cross-Curricular and Task Force Meetings
9

- 10 a. Participation by unit members outside the contracted workday in meetings
11 scheduled by Content Area Leaders, Cross-Curricular Leaders, and/or Task
12 Force Leaders, is voluntary.
13
14 b. Unit members shall not be required to attend more than three (3) meetings
15 per semester that have been scheduled by Content Area Leaders, Cross-
16 Curricular Leaders and/or Task Force Leaders in the first half hour before
17 school begins.
18

19 6.3 Duty-Free Lunch
20

21 Each unit member who is paid on the teachers’ or psychologists’ salary schedule shall be
22 allowed at least thirty (30) consecutive minutes for lunch that is duty-free. The lunch period
23 is not to be included in the thirty-five (35) hours per week stated in Article 6.2 above.
24

25 6.4 High School Teachers
26

27 The high school teaching day will be the equivalent of a minimum of three hundred (300)
28 minutes of classroom instruction, and the remaining time in the school day shall be utilized
29 for planning, evaluating, preparing, and obtaining materials. A period of time equal to the
30 regular instructional period shall be set aside for each teacher as a preparation period. In the
31 event of extenuating circumstances, the administrator shall assign personnel as conditions
32 necessitate.
33

34 6.5 Middle School Teachers
35

36 The middle school teaching day will be the equivalent of a minimum of three hundred (300)
37 minutes of classroom instruction, and the remaining time in the school day shall be utilized
38 for planning, evaluating, preparing, and obtaining materials. A period of time equal to the
39 regular instructional period shall be set aside for each teacher as a preparation period. In the
40 event of extenuating circumstances, the administrator shall assign personnel as conditions
41 necessitate.
42

1 6.6 K-5, K-6 and K-8 Teachers

2
3 6.6.1 The minimum classroom instructional time for elementary teachers shall be the
4 minutes set forth below. Annual minutes are based on a one hundred eighty (180)
5 day student attendance calendar (to the extent permitted by law, any reduction in
6 the number of student attendance days shall result in a proportional decrease in
7 minutes),

- 8
9 a. Kindergarten - thirty-six thousand (36,000) annual minutes (two hundred
10 (200) minutes per day);
11
12 b. Grades 1 through 5 - fifty-six thousand seven hundred (56,700) annual
13 minutes (three hundred fifteen (315) minutes per day);
14
15 c. Grade 6 - fifty-eight thousand five hundred (58,500) annual minutes (three
16 hundred twenty-five (325) minutes per day);
17
18 d. Grades 7 through 8 - sixty-one thousand two hundred (61,200) annual
19 minutes (three hundred forty (340) minutes per day).

20
21 6.6.2 The remainder of the teacher’s workday as provided for in this Article shall be
22 utilized for planning, evaluating, preparing and obtaining materials.

23
24 6.6.3 Kindergarten teachers shall be available for assistance or assignment in the
25 instructional program of the primary grades when not involved in the Kindergarten
26 program.

27
28 6.6.4 In the event of extenuating circumstances, the administration shall assign personnel
29 as conditions necessitate.

30
31 6.7 Non-Instructional, Supervisory Duties at Comprehensive High Schools

32
33 6.7.1 The District shall establish the non-instructional supervisory assignments at each
34 school. In addition, a unit member may propose an alternative method of
35 satisfying all (or a portion) of the ten (10) hour requirement. If the District-
36 established assignments have been covered, a unit member’s plan shall not be
37 unreasonably denied. Each teacher shall volunteer for not less than ten (10) hours
38 of assignments per school year. While any assignments beyond the ten (10) hours
39 are voluntary, nothing shall preclude a unit member from volunteering.

40
41 6.7.2 At the beginning of each semester (or year), a calendar of activities, and the
42 number of people required to cover the activities, will be distributed to the faculty
43 by the administrator responsible for supervision assignments.

- 1 a. Each unit member, by site, will submit a plan to fulfill their non-instructional
2 supervisory duty obligations. The plan can address the obligations on either
3 a semester or a yearly basis.
4
5 b. The unit member may fulfill the entire year's maximum in one (1) semester
6 (for example, a unit member may opt to work with the track and field team,
7 which only has the need for supervision in the spring semester).
8

9 6.7.3 Unit members who do not submit a plan may be assigned by the administration if
10 it is determined that an insufficient number of volunteers have come forward to
11 perform necessary duties.
12

13 6.7.4 All *assignments* shall be made as equitably as possible and shall not exceed a
14 maximum of ten (10) hours per year.
15

16 6.7.5 Assignments shall be pro-rated for less-than-full-time unit members (e.g. an eighty
17 percent (80%) faculty member is obligated to eight (80) hours).
18

19 *Note: The modifications set forth in 6.7 (old "G") shall be a pilot for the 2007/08 school*
20 *year. However, either party may declare the pilot to be null and void at any time*
21 *during or at the end of the 2007/08 school year and the text shall revert to that*
22 *which existed prior to the modification.*
23

24 6.8 Modification of Work Schedules

25
26 Certificated unit members, including Speech and Language Specialists, Counselors, Nurses,
27 Librarians, and Psychologists, may have their time schedules varied as individual needs
28 arise. These variations will be approved by the principal/supervisor and meet the unit
29 member's hourly work requirement.
30

31 6.9 Pre-School and Children's Center Teachers

32
33 6.9.1 Regular full-time Preschool teachers shall work a minimum of four and one-half
34 (4-1/2) hours per day.
35

36 6.9.2 Regular full-time Children's Center teachers shall work a minimum of five (5)
37 hours per day.
38

39 6.9.3 Insufficient State funding may act to lessen the number of hours in this Section.
40

41 6.10 Parent-Teacher Conferences (K-6)

42
43 6.10.1 A minimum of one (1) parent/teacher conference will be conducted during the
44 school year for each elementary (K-6) student.
45

1 6.10.2 Conferences will be conducted during the normal teacher workday but not during
2 the instructional periods.
3

4 6.11 Coverage for a Teacher on Leave/Absent
5

6 6.11.1 In the event of extenuating circumstances involving a teacher on leave, the site
7 administrator may assign another teacher to cover the class during his/her
8 preparation period or to blend his/her class. The teacher so assigned will be paid
9 extra pay for extra duty on an hourly rate commensurate with the time the teacher
10 is assigned in this capacity. If more than one (1) teacher shares this assignment,
11 the extra pay will be divided among them.
12

13 6.11.2 The District shall not be required to compensate a teacher under this provision until
14 at least thirty (30) minutes of assigned time is involved. Any time in excess of
15 sixty (60) minutes shall be rounded upward to the next one-half (½) hour
16 increment.
17

18 6.12 Association Meeting Time
19

20 Two (2) Mondays per month, to be determined by the Association based upon each year's
21 school calendar, will be reserved for Association meetings. YCTA and the District will
22 consult and accommodate the needs of the other on the remaining Mondays.
23

24 6.13 Temporary Administrators
25

26 A unit member who serves as a temporary administrator (e.g. to manage student discipline)
27 shall not have authority to:
28

- 29 a. hire, transfer, suspend, lay off, recall, promote, discharge, reward, evaluate, or
30 discipline other unit members; or
31
- 32 b. assign work to or direct the work of unit members, except in an emergency; or
33
- 34 c. adjust grievances; or
35
- 36 d. hear and/or address parent complaints regarding unit member actions.
37
38

39 **ARTICLE 7: INSTRUCTIONAL RESPONSIBILITIES**
40

41 All initial instruction shall be provided by teachers holding appropriate credentials. Individuals may
42 provide assistance to the classroom teacher. Individuals providing instructional assistance in the
43 classroom shall function only under the direction of the classroom teacher and may not perform
44 initial instruction.
45

1 **ARTICLE 8: EVALUATION PROCEDURES**

2
3 8.1 General Provisions

4
5 8.1.1 Purpose

6
7 The primary purpose of evaluation is to improve instruction and/or services to
8 students.

9
10 8.1.2 Criteria

11
12 a. Bargaining unit members shall be evaluated, and their competency assessed,
13 as it reasonably relates to:

14
15 (1) the evaluation criteria mandated by the Stull Act (California
16 Education Code section 44662),

17
18 (2) the California Standards for the Teaching Profession, and

19
20 (3) additional evaluation and assessment guidelines or criteria related to
21 a unit member's assignment, job description, adjunct duties, and
22 teacher responsibilities as set forth in Appendix A.

23
24 b. Except as required by law, a unit member shall not be held accountable for
25 those aspects of the educational program which he/she has no authority to
26 correct or control.

27
28 8.1.3 Processes and Timetable for Evaluation

29
30 a. Unit members shall be subject to evaluation, as appropriate, pursuant to
31 either 8.2 - Traditional Evaluation Process, or 8.3 - Alternative Evaluation
32 Process.

33
34 b. The formal written evaluation shall be completed and delivered at least thirty
35 (30) calendar days prior to the last teacher work day on the school calendar.

36
37 c. Every probationary unit member shall be evaluated by the administration in
38 writing at least once each school year.

39
40 d. Except as noted below, every permanent unit member shall be evaluated by
41 the administration in writing at least every other school year.

42
43 (1) By mutual agreement of the evaluator and the unit member to be
44 evaluated, the unit member shall be evaluated at least once every five

1 (5) years (using either the Traditional (8.2) or the Alternative (8.3)
2 process of evaluation) provided all of the following conditions apply:

- 3
- 4 • the unit member has achieved permanent status;
- 5
- 6 • the unit member has been employed by the District for ten (10)
7 consecutive years;
- 8
- 9 • the unit member's immediate prior evaluation was Meets
10 Standards or above;
- 11
- 12 • the unit member meets the Federal definition of "highly
13 qualified" if those personnel occupy positions that are required
14 to be filled by a highly qualified individual by the Federal
15 NCLB Act of 2001.
- 16

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

22

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

26

27 8.1.4 Initial Meeting

- 28
- 29 a. The first meeting between the administrator and a returning unit member will
30 occur prior to the end of the eighth (8th) week that class is in session (or by
31 mutual agreement).
- 32
- 33 b. For a new hire, the first meeting will occur at the later of the eighth (8th)
34 week that class is in session or four (4) weeks after the first (1st) date of
35 service (in no case shall this be earlier than the eighth (8th) week that classes
36 for the District are in session).
- 37

38 8.1.5 Non-Instructional Unit Members

39

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

44

1 8.1.6 Evaluation Procedures Subject to Grievance

2
3 The substantive aspects of the unit member’s evaluation, such as (1) goals, (2)
4 teaching strategies, (3) curriculum standards, or (4) conclusions of the
5 administrator, are not subject to the grievance procedure as outlined in this Article.
6 If the evaluation procedure is grieved, and the grievance is found in favor of the
7 grievant, an addendum stating so will be signed by both parties and will be
8 attached to the evaluation.
9

10 8.2 Traditional Evaluation Process

11
12 8.2.1 Covered Unit Members

13 This process shall apply to:

- 14 • all temporary unit members;
- 15 • all probationary unit members;
- 16 • permanent unit members who choose not to participate in Section 8.3;
- 17 • permanent unit members placed in the Traditional Evaluation Process by the
18 District.
- 19
- 20
- 21
- 22
- 23
- 24

25 8.2.2 Objectives and Strategies

26 Each unit member to be evaluated shall have the opportunity to participate in
27 setting his/her objectives, and the strategies for obtaining such objectives, related
28 to Section 8.1.2, above.
29

- 30 a. These objectives and strategies shall establish the standards of performance
31 of the students and will be in accord with the District standards, school goals
32 and instructional requirements of the District.
- 33 b. The unit member should assess, as much as possible, the skills, knowledge,
34 and/or needs of students for whom they are responsible prior to meeting with
35 the administrator, as these factors will affect the identification of objectives,
36 procedures for their attainment, and the methods of assessment.
- 37
- 38
- 39

- 40 (1) During the initial meeting (see 8.1.4) for the purpose of setting
41 objectives, the following shall be the minimum requirements:
- 42
- 43
- 44

- At least two (2) objectives and the strategies used for their
attainment will be established relative to the progress of

1 students toward school goals, and adopted standards of the
2 District.

- 3
- 4 • At least one (1) objective will be established relative to the
5 performance of other responsibilities not covered above.
- 6
- 7 • The establishment and maintenance of a suitable learning
8 environment within the scope of the unit member's
9 responsibilities.
- 10
- 11 • Nothing in this Section shall be construed in any way to limit
12 the authority of the District to develop and adopt additional
13 evaluation and assessment guidelines or criteria.
- 14

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

- 18
- 19 c. If the administrator and the unit member cannot reach agreement on either
20 the strategies and objectives, or the anticipated time required to attain each
21 of the objectives, the conflict shall be resolved by the Assistant
22 Superintendent, Educational Services.
- 23
- 24 d. In the event objectives, strategies, methods of verification, and/or time lines
25 set at the initial meeting become inappropriate as a result of updated
26 information, the unit member may request a meeting in order to realistically
27 modify the above.
- 28
- 29 e. The evaluation process is ongoing throughout each school year. Unit
30 members are encouraged to consult with their administrator regarding
31 progress. Frequent meetings are an integral part of the improvement of
32 instruction.
- 33
- 34 f. At the unit member's request, an observation regarding attainment of an
35 objective may be scheduled.
- 36

37 8.2.3 Observations

- 38
- 39 a. Unless otherwise agreed upon, prior to the formal evaluation, the evaluating
40 administrator shall observe the unit member in his/her assigned room or area
41 for at least thirty (30) minutes.
- 42
- 43 b. A maximum of three (3) formal observations of unit member
44 behaviors/actions, specific to each student performance objective (see Article
45 8.2.2), may be made by the evaluator for the purpose of evaluation. This

1 restriction does not apply to a unit member who has received an overall
2 unsatisfactory performance evaluation (whether in the previous year or in the
3 current year).
4

- 5 c. Observations by the evaluator relative to general teaching methods for
6 instruction which are not unique to a stated student performance objective
7 may be made at the discretion of the evaluator.
8
- 9 d. Observations shall not be conducted where they would interfere with the
10 private and confidential nature of an employee-student relationship provided
11 ample alternative opportunities for observations by the evaluator will be
12 provided by the unit member.
13
- 14 e. Written feedback shall be given to the unit member relative to the
15 observations made by the evaluator during any observation for evaluation
16 purposes. This feedback shall be conveyed to the unit member within seven
17 (7) working days, and may include a request for a conference by the
18 administrator if deemed necessary. The unit member may also request a
19 conference to discuss items referenced in the written feedback. The written
20 feedback shall include a notation stating the amount of time spent in each
21 observation.
22

23 8.2.4 Other Information

- 24
- 25 a. Information used in the evaluation other than that gained through agreed
26 upon methods of verification or direct observation by the evaluator shall be
27 in writing and signed by the observer.
28
- 29 (1) A copy of such memorandum will be given to the unit member prior
30 to its filing and the unit member may respond in writing.
31
- 32 (2) This response shall be attached to the memorandum.
33
- 34 b. No person other than the evaluator and the unit member being evaluated shall
35 participate in the formal evaluation process unless agreed upon by both
36 parties.
37

38 8.2.5 Formal Evaluation

- 39
- 40 a. A formal evaluation shall be completed and transmitted to the unit member
41 at least thirty (30) calendar days before last teacher work day of the school
42 year in which the evaluation takes place.
43

- 1 b. This provision is not to be construed to limit the number of observations
2 and/or conferences any particular unit member may receive prior to, or
3 subsequent to, the date set forth in 8.2.5.a.
4

5 8.2.6 Unsatisfactory Evaluation
6

- 7 a. An unsatisfactory or needs improvement rating in domains one (1) through
8 five (5) of the California Standards for the Teaching Profession shall not be
9 included in an evaluation unless the unit member has received prior written
10 notification of the performance deficiency from the evaluator, suggestions
11 for improvement, and, unless it is not feasible due to time constraints, an
12 opportunity to correct the deficiency.
13
- 14 b. In the event a unit member receives an overall unsatisfactory evaluation:
15
- 16 (1) He/she shall be notified of such fact in writing with a description of
17 the unsatisfactory performance.
18
- 19 (2) The administrator will confer with the unit member, making specific
20 recommendations regarding areas of improvement in the unit
21 member's performance and endeavor to assist him/her to improve
22 such performance.
23
- 24 (3) If such action reduces or eliminates the deficiencies identified in the
25 evaluation, a signed memorandum from the evaluator shall be
26 attached to the evaluation and a copy sent to the unit member stating
27 that the deficiencies have been eliminated or describing the degree to
28 which the deficiencies have been reduced.
29

30 8.2.7 Peer Assistance and Review (PAR)
31

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

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 the
9 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 return
16 to the standard evaluation format by notifying the administrator of his/her
17 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 peer
24 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 peer
27 coach) within five (5) work days of its receipt.
28
29 (1) A request to participate in the Alternative Evaluation Process shall be
30 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 Superintendent
38 of Human Resources.
39
40 • Once an appeal is filed, a meeting shall be convened to discuss
41 the reasons for the denial. Present at the meeting will be the
42 appellant, the administrator, the Assistant Superintendent of
43 Human Resources and a YCTA representative.
44

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

- c. If approved, the evaluatee and peer coach shall complete and submit a plan for areas of exploration and experimentation by November 15. The administrator shall approve or suggest modifications to the plan within ten (10) work days.
- d. The evaluatee and peer coach will conduct at least three (3) classroom visits and conferences before the evaluatee completes his/her evaluation.
- e. By the end of April, the evaluatee shall complete a self-evaluation and submit it to his/her administrator.
- f. The evaluatee is encouraged to, but is not required to, submit a student evaluation summary.
- g. Within twenty (20) school days of the receipt of the self-evaluation, the administrator shall meet with the evaluatee to complete the administrator's composite evaluation form.
- h. The peer coach shall be provided with reasonable release time to work with the evaluatee.

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

ARTICLE 9: RECOGNITION AND COVERAGE

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

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

- Teachers:
 - Elementary
 - Middle School
 - High School

1 Children's Center/Preschool
2 Home Based Schooling
3

4 Counselors:

5 High School
6 Middle School
7 Elementary
8

9 Educational Services:

10 Psychologists
11 Librarians
12 Nurses
13 Consultants
14 Speech and Language Specialists
15

16 This Agreement applies only to employees in the Teachers' Unit.
17
18

19 **ARTICLE 10: GRIEVANCE PROCEDURE**
20

21 10.1 Definitions
22

23 (The definitions listed below pertain to and are only applicable to the Grievance Procedure
24 as described herein.)
25

26 10.1.1 A "grievance" is a claim by one (1) or more unit members as described in Article 9
27 of this Agreement or the Association that there has been a violation,
28 misinterpretation or misapplication of a provision of this Agreement.
29

30 10.1.2 A "grievant" is a unit member, or group of unit members, or the Association
31 asserting a grievance.
32

33 10.1.3 An "employee" is a person employed by the District, as described in Article 9 of
34 this Agreement, at the time the grievance is filed.
35

36 10.1.4 A "supervisor" is the party against whom the grievance is being filed.
37

38 10.1.5 A "day" is any day during which the grievant is required to perform services for
39 the District. In the case of a grievance involving more than one unit member, a
40 "day" is any day during which one or more grievants is required to perform
41 services for the District.
42

1 10.2 Procedure

2
3 10.2.1 A grievance may be initiated after the grievant has first discussed the matter
4 informally with the supervisor to have the grievance adjusted without intervention
5 by the Association, provided that the adjustment is not inconsistent with the terms
6 of this Agreement. The grievant, by mutual agreement, may request the presence
7 of an additional person at this discussion.
8

9 10.2.2 A grievant may initiate a grievance by filing a completed grievance form with the
10 supervisor. Such forms are obtained from the Assistant Superintendent of Human
11 Resources. Relevant information obtained during the discussion described in
12 Article 10.2.1 above may be utilized. Information copies shall be sent to the
13 supervisor, the Superintendent and, if requested by the grievant, to the Association.
14 Information shall include:

- 15
16 a. A description of the specific grounds of the grievance, including names,
17 dates, and places necessary for a complete understanding of the grievance.
18
19 b. A listing of the Article(s) of the Agreement which is/are claimed to have
20 been violated, misinterpreted or misapplied.
21
22 c. A listing of the reason(s) why the supervisor's proposed resolution of the
23 problem is unacceptable.
24
25 d. A listing of the specific action(s) requested of the District which the grievant
26 feels will remedy the grievance.
27
28 e. A request for a conference with the supervisor if desired.
29

30 10.2.3 A grievance to be considered under this procedure must be initiated within fifteen
31 (15) days after the initial informal meeting and not to exceed twenty (20) days
32 from the date the alleged grievance occurred.
33

34 10.2.4 Subsequent to the action described in Article 10.2.1, a grievant may be represented
35 at all stages of the grievance procedure by himself/herself and, at his/her option,
36 by a representative selected by the Association.
37

38 10.2.5 The supervisor may request a conference with the grievant. The supervisor shall
39 present a written decision to the grievant within fifteen (15) days after receipt of
40 the written grievance, or within fifteen (15) days after the meeting with the
41 grievant, if such meeting is held. Information copies of the decision shall be sent
42 by the supervisor to the Assistant Superintendent of Human Resources, the
43 Superintendent and, if requested by the grievant, to the Association.
44

1 10.3 The Superintendent of the District

2
3 10.3.1 The grievant may appeal the decision of the supervisor to the Superintendent or
4 his/her designee within ten (10) days after receipt of such decision.

5
6 10.3.2 If either the grievant or the Superintendent or his/her designee requests a
7 conference during a grievance procedure, the request must be granted. Either the
8 grievant and/or the Superintendent or his/her designee may request the presence
9 of a representative at any conference contemplated by this Section.

10
11 10.3.3 The Superintendent or his/her designee shall present a written decision to the unit
12 member within fifteen (15) days after receipt of the written grievance or within
13 fifteen (15) days after the meeting with the grievant, if such meeting is held.
14 Information copies of the decision shall be sent by the Superintendent or his/her
15 designee to the supervisor, Assistant Superintendent of Human Resources and, if
16 requested by the grievant, to the Association.

17
18 10.4 Arbitration

19
20 10.4.1 If the grievant is not satisfied with the Superintendent's decision or if no written
21 decision has been rendered within fifteen (15) days after the submission of appeal
22 to the Superintendent, the grievant may, within ten (10) days after the
23 Superintendent's decision or failure to render a decision, request in writing that the
24 Association submit the grievance to arbitration. The Association, by written notice
25 to the Superintendent within fifteen (15) days after receipt of the request from the
26 grievant--or, if the Association is the grievant, within fifteen (15) days after the
27 Superintendent's decision or failure to render a decision--may submit the grievance
28 to arbitration. If any question arises as to the arbitrability of the grievance, such
29 question will be ruled upon by the arbitrator.

30
31 10.4.2 The parties shall select a mutually acceptable arbitrator. Should they be unable to
32 agree upon an arbitrator within ten (10) days of the Association's submission of the
33 grievance to arbitration, submission of the grievance shall be made to the State
34 Mediation and Conciliation Service. If and when a grievance is submitted to the
35 State Mediation and Conciliation Service, the parties will request a list of ten (10)
36 arbitrators from which to choose. The parties will then alternately disqualify
37 arbitrators from the list. The first party to disqualify an arbitrator will be
38 determined by lot. If the parties mutually agree to an arbitrator other than the one
39 from the State Mediation and Conciliation Service, then the Voluntary Labor
40 Arbitration Rules of the American Arbitration Association shall prevail. If the
41 arbitrator is selected from the State Mediation and Conciliation Service, then the
42 rules of the State Conciliation Mediation and Service shall prevail. The fees and
43 expenses of the arbitrator and the hearing shall be borne equally by the District and
44 the Association. All other expenses shall be borne by the party incurring them.

1 10.4.3 The arbitrator's decision will be in writing and will set forth his/her findings of
2 fact, reasoning and conclusions on the issues submitted. The arbitrator will be
3 without power or authority to add to, amend, or delete any terms of this
4 Agreement, or to make any decision which requires the commission of an act
5 prohibited by law, or which is violative of the terms of this Agreement. If either
6 party (i.e., the District or the grievant) should file an action pursuant to
7 Section 1094.5 of the Code of Civil Procedure in Superior Court for review of the
8 arbitrator's decision within thirty (30) days of receipt of that decision, such
9 decision will be stayed pending review by the court. The court, on review, shall
10 exercise its independent judgment on the evidence. If no action is filed within the
11 thirty (30) day time frame, the decision of the arbitrator, submitted to the
12 Superintendent and the Association, shall become final and binding on the parties
13 to the arbitration.

14
15 10.4.4 This provision of the Agreement calling for arbitration in the grievance procedure
16 shall not be construed as intending the application of Section 1280 and following
17 of the Code of Civil Procedure except in the instance where more than thirty (30)
18 days have elapsed since receipt of the arbitrator's decision. If any provision of the
19 Agreement concerning the referral of a grievance to arbitration is determined
20 invalid, then all of the contract providing for referral of a grievance to arbitration
21 shall be reopened for negotiations on that subject matter at the request of either
22 party.

23
24 10.5 General Provisions

25
26 10.5.1 Time allowances set forth in this Grievance Procedure may be extended by mutual
27 consent.

28
29 10.5.2 Any grievance not appealed to the next step of the procedure within the prescribed
30 time limits shall be considered settled on the basis of the answer given in the
31 preceding step.

32
33 10.5.3 Should the processing of any grievance require that the unit member filing the
34 grievance be absent from his/her regular assignment, it shall be without loss of pay
35 or benefits.

36
37 10.5.4 All documents, communications and records dealing with the processing of a
38 grievance will be filed separately from the personnel files of the participants.

1 **ARTICLE 11: SALARIES**

2
3 11.1 Salary Schedules

4
5 Each bargaining unit member will receive a salary in accordance with his/her placement on
6 the appropriate salary schedule. (Salary Schedules are attached as Appendix B-1, B-2 and
7 B-3).
8

9 11.2 Miscellaneous Provisions

10
11 11.2.1 The District will reimburse unit members for the cost of the exam to take the
12 BCLAD/CLAD/LDS tests up to two (2) times. For unit members hired prior to
13 June 2010, the District will reimburse unit members up to two (2) times for the
14 cost of the exam to take the CSET (or any other test designated by the District to
15 allow the unit member to satisfy State and/or Federal requirements of their current
16 teaching assignment).
17

18 11.2.2 Progression on any of the Teachers', Psychologists', or Children's
19 Center/Preschool Teachers' salary schedules from one (1) year to the next denotes
20 an incremental increase for experience for those unit members in the District.

- 21
22 a. Salary schedule advancement will only be credited for regular contract work
23 periods.
24
25 b. Hours worked in Extra Pay for Extra Duty assignments do not confer credit
26 on the salary schedule.
27

28 11.2.3 Should any deflator provision be activated by the State, thereby reducing the
29 School District's income, or should any other act or condition that would have the
30 same net effect of reducing income below anticipated levels become a reality,
31 negotiations on the Agreement shall be reopened relative to monetary and related
32 items at the call of the Board. During this period of reduced income and until an
33 agreement has been reached as a result of reopening negotiations, the reduction on
34 any monetary items will not exceed that percentage amount which was imposed
35 upon the District in terms of reduced revenues.
36

37 11.2.4 Unless otherwise negotiated, any negotiated retroactive salary schedule increase
38 will apply to unit members who rendered service or who retired during the
39 applicable school year.
40

41 11.2.5 The Children's Center and Preschool teachers will received a salary schedule
42 increase provided their budget has the capacity to meet any additional demand for
43 salary increases.
44

1 11.2.6 The District and Association acknowledge that standards, i.e. objective criteria and
2 data, are one of many appropriate and important elements of the bargaining
3 process, including the process of determining fair and equitable total compensation
4 settlements.
5

6 a. Accordingly, the District and Association agree that objective data regarding
7 compensation in unified districts in the following counties is relevant for
8 purposes of evaluating options in the area of compensation: Amador; Butte;
9 Contra Costa; Colusa; El Dorado; Napa; Nevada; Placer; San Joaquin;
10 Sacramento; Shasta; Solano; Sonoma; Sutter; Yolo; and Yuba.
11

12 b. The list of comparable districts shall be reviewed annually with the option to
13 revise.
14

15 11.3 Provisions for Placement on Teacher Salary Schedule
16

17 11.3.1 All units are semester units.
18

19 a. Units in excess of a Bachelors or Masters degree must be taken subsequent
20 to the awarding of these degrees.
21

22 b. Unit members shall have their salaries adjusted retroactively for the school
23 year upon submission of additional units by September 15 of the current
24 school year.
25

26 11.3.2 One Thousand Dollars (\$1,000.00) above amount shown on schedule will be paid
27 for an earned Masters degree and One Thousand Two Hundred Fifty Dollars
28 (\$1,250.00) above amount shown on schedule will be paid for a doctorate with a
29 full teaching credential and One Thousand Dollars (\$1,000.00) to teachers who
30 have obtained National Board for Professional Teaching Standards Certification.
31

32 11.3.3 Any unit member who has been on:
33

34 a. Column V, Step 13, for three (3) consecutive years will receive a One
35 Thousand Two Hundred Fifty Dollar (\$1,250.00) anniversary increment
36 starting the fourth (4th) year at that step.
37

38 b. Column V, Step 13, for seven (7) consecutive years will receive an additional
39 One Thousand Five Hundred Dollar (\$1,500.00) anniversary increment
40 starting the eighth (8th) year at that step.
41

42 c. Column V, Step 13 for eleven (11) consecutive years will receive an
43 additional One Thousand Seven Hundred Fifty Dollar (\$1,750.00)
44 anniversary increment starting the twelfth (12th) year at that step.
45

- 1 d. Column V, Step 13 for fourteen (14) consecutive years will receive an
2 additional Two Thousand Dollars (\$2,000.00) anniversary increment starting
3 the fifteenth (15th) year at that step.
4
5 e. Column V, Step 13 for seventeen (17) consecutive years will receive an
6 additional Two Thousand Dollars (\$2,000.00) anniversary increment starting
7 the eighteenth (18th) year at that step.
8
9 f. Column V, Step 13 for twenty (20) consecutive years will receive an
10 additional Two Thousand Dollars (\$2,000.00) anniversary increment starting
11 the twenty-first (21st) year at that step (*effective beginning in 2011/2012*
12 *school year*).
13
14 g. The anniversary increment for each employee will be prorated proportionally
15 based on that portion of hours/days worked in relation to the description of
16 hours under Article 6 of this Agreement. This amount will continue to be
17 paid each year thereafter.
18

19 11.3.4 Experience credit at the time of initial hire is granted on the basis of one (1) step
20 for each year of properly verified certificated teaching experience with a limitation
21 of six (6) years of such credit. After the sixth (6th) year of such experience, one
22 (1) year of credit is granted for each two (2) years of experience.
23

24 11.3.5 Up to five (5) years of experience for vocational or commercial experience may be
25 granted for that vocational or commercial experience that exceeds the experience
26 requirements necessary to obtain the credential. Such additional vocational or
27 commercial experience, in order to be deemed acceptable, must conform to the
28 type of work experience appropriately related to the teaching subjects, as
29 determined and held acceptable by the credential commission. Vocational or
30 commercial experience for salary placement will be granted only to holders of
31 credentials with a specialization in vocational trade and technical teaching and only
32 if the unit member is teaching in those subject areas, as required by the District,
33 and that are authorized by the credential.
34

35 11.4 Provisions for Placement on School Psychologists' Salary Schedule
36

37 11.4.1 One Thousand Dollars (\$1,000.00) above the amount shown on schedule will be
38 paid for an earned Masters degree and One Thousand Two Hundred Fifty Dollars
39 (\$1,250.00) above amount shown on schedule will be paid for a Doctorate with a
40 School Psychologist's credential.
41

42 11.4.2 Any unit member on the Psychologists' Salary Schedule will receive anniversary
43 increments as follows:
44

- a. One Thousand Two Hundred Fifty Dollars (\$1,250.00) starting with the equivalent of seventeen (17) years in the District.
- b. An additional One Thousand Five Hundred Dollars (\$1,500.00) starting with the equivalent of twenty-one (21) years in the District.
- c. An additional One Thousand Seven Hundred Fifty (\$1,750.00) starting with the equivalent of twenty-four (24) years in the District (*effective beginning the 2011/2012 school year*).
- d. An additional Two Thousand Dollars (\$2,000.00) starting with the equivalent of twenty-seven (27) years in the District (*effective beginning in the 2011/2012 school year*).
- e. An additional Two Thousand Dollars (\$2,000.00) starting with the equivalent of thirty (30) years in the District (*effective beginning in the 2011/2012 school year*).
- f. An additional Two Thousand Dollars (\$2,000.00) starting with the equivalent of thirty-three (33) years in the District (*effective beginning in the 2011/2012 school year*).

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

- 11.5.1 All substitutes are paid at Column I, Step 1.
- 11.5.2 All units are semester units.
- 11.5.3 A teacher designated as “Head Teacher” is to receive One Dollar (\$1.00) per hour above his/her appropriate step placement.
- 11.5.4 Experience credit is granted on the basis of one (1) step for each year of properly verified certificated teaching experience within an appropriate program.
- 11.5.5 Children’s Center teachers and Preschool teachers will be paid on the following formula:

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

- 11.5.6 The Preschool and Children’s Center teachers shall receive a salary schedule increase provided their budget has the capacity to meet any additional demand for salary increases. In the event that teachers from the Preschool and Children’s Center did not receive the same adjustment to their salary schedule as the rest of the unit in the previous year, the District will set aside unexpended, unrestricted

1 Preschool and Children's Center monies to adjust the salary schedule up to the
2 same level as certificated staff.
3
4

5 **ARTICLE 12: EXTRA PAY FOR EXTRA DUTY**

6 7 12.1 General Provisions

8
9 12.1.1 Posting: Except in the case of a returning assignment, all Extra Pay for Extra Duty
10 assignments shall be posted or advertised for a minimum of three (3) working days
11 prior to being filled.
12

13 12.1.2 Discretion of the District: All Extra Pay for Extra Duty assignments are made at
14 the discretion of the District.
15

16 12.1.3 Annual Determination: Each year, the District shall determine which Extra Pay for
17 Extra Duty assignments shall be offered.
18

19 12.2 Monetary Amounts

20
21 The monetary amounts for extra pay for extra duty assignments are identified in the Extra
22 Pay/Extra Duty Pay Schedule, attached to this Agreement as Appendix C.
23

24 12.3 Academic Coach

25
26 Those teachers volunteering as Academic Coaches and approved by the administration will
27 receive their hourly rate of pay as reflected on the salary schedule.
28

29 12.3.1 In order to qualify for pay, the Academic Coach must:

- 30 a. Teach in an area approved by the administration.
- 31 b. Teach a minimum number of students as determined by the administration.
- 32 c. Teach for a designated length of time as determined by the administration.
- 33 d. Be responsible for the care and maintenance of all equipment needed to
- 34 teach.
- 35 e. Submit a written evaluation to the administrator at the end of the teaching
- 36 assignment.
- 37 f. Sign an hourly rate agreement.
- 38
- 39
- 40
- 41
- 42
- 43
- 44

1 12.3.2 An Academic Coach assignment may be discontinued by either the Academic
2 Coach or the site administrator at any time.
3

4 12.4 After-School Athletics
5

6 12.4.1 Placement of Coaches on the Coaches Salary Schedule
7

- 8 a. Coaches without prior experience will be paid on Class I.
9
10 b. Progression from class to class denotes the completion of a full season of
11 coaching experience in a given sport.
12
13 c. In making initial class placement, prior full-season coaching experience will
14 be given according to the following:
15
16 (1) One-for-one experience at the same level of responsibility, whether
17 inside or outside the District.
18
19 (2) A unit member accepting a new and/or additional coaching
20 assignment will be paid:
21
22 • an amount at least equal to the stipend paid in a previous
23 District coaching position if in a higher level on the schedule.
24
25 • an amount based on a one-for-one year's experience if at the
26 same or lower level.
27

28 12.4.2 High School Athletics
29

30 To qualify for the appropriate coach's salary (either Class I, Class II, Class III,
31 Class IV, or Class V) a coach must:
32

- 33 a. Carry out coaching duties a minimum of twelve (12) hours per week (except
34 weeks interrupted by school holidays).
35
36 b. Spend at least five (5) of the twelve (12) hours specified in Article 12.4.2.a.,
37 above, coaching practices or contests.
38
39 c. Spend at least three (3) of the remaining seven (7) hours at such tasks as:
40
41 (1) Preparation of athletes prior to practices or contests.
42
43 (2) Supervision of activities related to post-practice/contest athletic
44 responsibilities.
45

- 1 (3) Facility preparation.
2
3 (4) Equipment monitoring and care.
4
5 (5) Supervision of athletes during travel to “away” games.
6
7 d. Spend at least two (2) hours in addition to those required in Sections
8 12.4.2.b. and 12.4.2.c. above in activities the coaches deem necessary for
9 successful team performance.
10
11 e. The remaining two (2) hours would be utilized at the coach’s discretion for
12 any of the above time stipulations.
13
14 f. Meet a minimum of inter-scholastic contests as designated by the assigned
15 league of the Sac-Joaquin Section of the CIF, freshman competition, cross
16 league, and State CIF rules and regulations.
17
18 g. No team will exceed student athlete limits as established by the coach in
19 conjunction with the principal and Athletic Director. The limits shall only
20 be based upon uniforms available, safety, transportation, practice facilities,
21 and league and State rules.
22

23 12.4.3 K-8/Middle Schools’ Athletics
24

- 25 a. To qualify for the appropriate coach’s salary (Class I, Class II, Class III,
26 Class IV or Class V) a coach at the K-8/middle school level must:
27
28 (1) Conduct an average of at least four (4) regularly scheduled organized
29 practices and/or contests each week. At least two (2) of these
30 activities shall be organized practices. As many more practice
31 sessions as necessary for proper preparation may be held.
32
33 (2) Work a minimum of seven (7) hours per week including practices,
34 contests and meetings relative to the sport being coached.
35
36 (3) “Practices” and “contests” as used in this Section include those
37 activities immediately related to the practice or contest (e.g., warm-
38 up activities).
39
40 b. No team will exceed student athlete limits as established by the coach in
41 conjunction with the principal and Athletic Director. The limits shall only
42 be based upon uniforms, safety, transportation, practice facilities, and league
43 and State rules.
44

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

3
4 d. Officials for K-8/Middle School Athletic Contests

5
6 (1) Only officials for YCUSD teams will be paid.

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

12
13 (3) If a YCUSD certificated person is not available to officiate, an
14 NCOA official or other qualified person will be obtained.

15
16 e. "Traveling Teams"

17
18 The designation of a middle school athletic team as "traveling" shall be made
19 in advance, by the Middle School Athletic Director.

20
21 f. Shortened Season - K-8/Middle School Level

22
23 When a sport at the K-8/middle school level must be shortened, the coach's
24 rate of pay will be a weekly stipend prorated according to their current
25 placement on the coaching schedule.

26
27 12.4.4 Play-Off Pay

28
29 a. Play-off pay will be provided only for high school sports. It shall be paid
30 only for those sports, and only to the regular coaches of the sports, whose
31 athletes qualify for and participate in a league-mandated post-season
32 competition.

33
34 12.5 Compensatory Day Off for Saturday In-Service Training

35
36 School districts in general, and the Yuba City Unified School District in particular, are
37 having a difficult time recruiting sufficient numbers of substitutes. As a result, the District
38 and YCTA agree that some inservice sessions may be conducted on other days than those
39 specified in Article 6.1. and those certificated unit members voluntarily attending those
40 inservice sessions may request to take a day of compensatory time. The conditions
41 associated with the practice are:

42
43 12.5.1 The unit member may apply for the compensatory day only after he/she has
44 attended the inservice workday.

1 12.5.2 Compensatory days should be requested a week in advance so that adequate
2 substitutes can be obtained.

3
4 12.5.3 The District will guarantee compensatory days for five (5) persons who request the
5 same compensatory day off. After the first five (5) persons take compensatory
6 days off, the District will allow the next ten (10) requests for the same day subject
7 to change depending upon the conditions for that particular day relative to
8 substitute availability.

9
10 12.5.4 Days that may not be requested for compensatory time off are:

- 11
12 a. Inservice curriculum workdays.
13
14 b. Conference days as designated on the student attendance calendar.
15
16 c. The day before or the day after holidays of a week's duration or longer.
17
18 d. The last day of school.

19
20 12.5.5 A unit member having earned two (2) compensatory days off may take them off
21 on consecutive days.

22
23 12.5.6 Compensatory days must be taken in the year they were earned.

24
25 12.6 Conference Stipend

26
27 12.6.1 Amount per School Site: Each school site shall receive One Dollar (\$1.00) per
28 enrolled student based upon the previous year's CBED's count.

29
30 12.6.2 Use of Funds: The dollars may be used to:

- 31
32 a. pay the cost of a substitute where the teacher absents himself/herself for the
33 purpose of attending District-approved professional conferences, approved
34 workshops, or visits to other school classrooms.
35
36 b. help teachers defray expenses when attending the above activities when
37 school is not in session.

38
39 12.7 10th Grade Counseling Program

40
41 This program is not to exceed the monies received from the State for the 10th grade
42 counseling program. The first priority of this program will be given to those students who
43 are in jeopardy of not meeting the grades and credits for high school graduation. This
44 program would:
45

- 1 12.7.1 Utilize ten (10) days of the State requirements class each semester.
2
3 12.7.2 Provide information in the area of the world of work and how decisions and goals
4 should be examined to enable students to choose their educational direction for
5 their junior and senior years.
6
7 12.7.3 Provide opportunity to complete and compare an interest and aptitude survey as
8 part of the information for decision making.
9
10 12.7.4 At the completion of this short unit, counselors would provide group and
11 individual counseling to students and their parents concerning educational and
12 occupational directions.
13
14 12.7.5 Persons trained in career development hired from outside the District – preferably
15 counseling interns from California State University, Sacramento – who have had
16 training in career education, testing, and the other areas mentioned previously
17 would assist in implementation of that program.
18

19 12.8 Academic Coordinators/Facilitators
20

- 21 12.8.1 Academic Coordinators/Facilitators are utilized by the District for a variety of
22 projects and assignments. They include the following:
23
24 a. District Level Coordinators
25
26 b. District Level Program Specialists
27
28 c. District Level Facilitators
29
30 d. High School Cross-Curricular Leaders
31
32 e. High School Content Leaders
33
34 f. High School Task Force Leaders
35
36 g. Site Coordinators (including Middle School Coordinators)
37
38 h. Site Facilitators
39
40 12.8.2 Academic Coordinators/Facilitators shall be compensated as set forth in
41 Appendix C.
42
43 12.8.3 At a Comprehensive High School, Content Leaders will be assigned in the
44 following eight (8) content areas: Math, Science, ELA/ELD, HSS, VAPA, Foreign
45 Language, PE and CTE.

1 12.8.4 The Superintendent (or designee), at the discretion of the District, may assign High
2 School Content Leaders in other content areas according to the needs of the site.

- 3
4 a. At any time that the District determines that there is a need to assign a
5 Content Leader under this section, the District shall provide to YCTA a
6 description of duties, proposed compensation and release days (if applicable)
7 no later than five (5) working days prior to posting the position.
8
9 b. Duty descriptions shall be on file at the District's Human Resources
10 Department.

11
12 12.8.5 Release Days for Comprehensive High School Content Leaders

- 13
14 a. High School Content Leaders are allotted substitute release days in the
15 following amounts.
16
17 (1) Up to fifteen (15) substitute release days per school year for High
18 School Content Leaders in English Language Arts (ELA/ELD) and
19 Mathematics (Math).
20
21 (2) Up to ten (10) substitute release days per school year for High School
22 Content Leaders in Science, P.E. and HSS.
23
24 (3) Up to five (5) substitute release days per school year for any Tier
25 Four High School Content Leader not listed in (1) or (2) above.
26
27 b. Each use of release time is subject to prior approval by the site administrator.
28 Approval will depend on the availability of substitutes for the requested day
29 of release.
30
31 c. Substitute release days may be used only in full day increments, except as
32 follows:
33
34 (1) Release time may be taken, under this section, in increments of no
35 less than two (2) full periods, provided that substitute time is
36 available on a period-by-period basis. If period-by-period substitute
37 employees are not available on site, then the release time shall be
38 charged in a full-day increment, although it may be used for less than
39 the full day.
40
41 (2) The total cost of the release time of any High School Content Leader
42 for each school year shall not exceed the cost of the release days set
43 forth in Section 12.8.5.a whether or not they are used in full or partial
44 day increments.
45

1 12.8.6 Release Days for High School Cross-Curricular Leaders
2

- 3 a. High School Cross-Curricular Leaders are allotted up to fifteen (15)
4 substitute release days per year.
5
6 b. Each use of release time is subject to prior approval by the site administrator.
7 Approval will depend on the availability of substitutes for the requested date
8 of release.
9
10 c. Substitute release days may be used only in full day increments, except as
11 follows:
12
13 (1) Release time may be taken, under this section, in increments of no
14 less than two (2) full periods, provided that substitute time is
15 available on a period-by-period basis. If period-by-period substitute
16 employees are not available on site, then the release time shall be
17 charged in a full-day increment, although it may be used for less than
18 the full day.
19
20 (2) The total cost of the release time of any High School Cross-
21 Curricular Leader for each school year shall not exceed the cost of
22 the release days set forth in Section 12.8.6.a whether or not they are
23 used in full or partial day increments.
24

25 12.8.7 Unit members who are assigned to serve as High School Content Leaders:
26

- 27 a. Must be permanent employees.
28
29 b. Shall teach in the content area a minimum of:
30
31 (1) three (3) periods in a six (6) period day schedule.
32
33 (2) two (2) period in a four (4) period block schedule.
34
35 c. Are subject to the following selection process:
36
37 (1) A majority of teachers in the site's content area shall nominate one
38 (1) candidate for the duty assignment and forward the nomination to
39 the Principal.
40
41 (2) If the Principal rejects the first nominee, a majority of the teachers in
42 the site content area shall nominate two (2) additional candidates and
43 forward the nominations to the Principal to make a selection.
44

1 (3) Should the Principal reject both additional nominees, the following
2 selection process shall apply.
3

4 (a) Any qualified applicant shall be considered by a three (3)
5 person selection panel that consist of one (1) site level
6 administrator and two (2) teachers, of whom at least one (1)
7 teaches in the same subject area of the Content Leader to be
8 selected.
9

10 (b) The panel shall interview the candidates who seek to be
11 assigned as High School Content Leader and make
12 recommendations to the Principal.
13

14 (c) The Principal shall give consideration to, but shall not be
15 bound by, the recommendations of the panel.
16

17 d. Shall serve for the following term:
18

19 (1) Two (2) consecutive school years;
20

21 (2) Renewable for one (1) additional two (2) year term.
22

23 12.8.8 The Superintendent (or designee), at the discretion of the District, may assign High
24 School Cross-Curricular Leaders and/or Task Force Leaders according to the needs
25 of the District.
26

27 a. If the District determines that there is a need to assign a Leader under this
28 section, the District shall provide to YCTA a description of duties, the tier
29 assignment and release time (if applicable) no later than five (5) working
30 days prior to posting the position.
31

32 b. Duty descriptions shall be on file at the District's Human Resources
33 Department.
34

35 12.8.9 Unit members who are assigned to serve as Comprehensive High School Cross-
36 Curricular Leaders and Task Force Leaders:
37

38 a. Are employees who facilitate groups which study issues and create and
39 propose strategies for student success.
40

41 b. Must be permanent employees.
42

43 c. Are subject to the following selection process.
44

- 1 (1) Any qualified candidate shall be considered by a three (3) person
2 selection panel that consists of one (1) site level administrator and
3 two (2) teachers.
4
- 5 (2) The panel shall interview the candidates who seek to be assigned as
6 High School Cross-Curricular Leader or Task Force Leader and make
7 recommendations to the Principal.
8
- 9 (3) The Principal shall give consideration to, but shall not be bound by,
10 the recommendations of the panel.
11

12 12.9 Independent Study/Home/Hospital Instructors

13
14 12.9.1 A K-12 teacher who volunteers as an Independent Study or Home/Hospital
15 Instructor, and who is approved by the District, will receive their hourly rate of pay
16 as reflected on the salary schedule. This shall not apply to full-time 9-12
17 Independent Study Instructors.
18

19 12.9.2 Criteria for Choosing Home/Hospital Instructors (Non-Special Education)

20
21 a. Teachers will be chosen from a pool in order of priority:

22
23 (1) The child's classroom teacher. (If the teacher is not a part of the
24 original pool of instructors, every effort will be made to give that
25 person a chance to be included.)
26

27 (2) A teacher with experience at grade level (elementary, middle school,
28 high school).

29
30 (a) from the school site,

31
32 (b) from the rest of pool.
33

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

35
36 c. If two (2) teachers have the same priority, the home/hospital instructor will
37 be picked by lottery.
38

39 d. An instructor full-time teaching position will not be considered for more than
40 three (3) students at a time.
41

42 12.10 Student Teacher/Master Teacher

43
44 12.10.1 Student teachers will only be assigned to those unit members who have on file with
45 the building principal a written agreement to serve as a master teacher.

1 12.10.2 The following formula will be used to compute the amount paid:
2

3 $\frac{1}{2}$ (Phase I plus Phase II)
4

5 12.10.3 Absent extraordinary circumstances, an agreement to serve as a master teacher may
6 not be rescinded during the year in which it was exhausted.
7

8 12.11 V.E.A. Funded Instruction
9

10 12.11.1 Those teachers approved by the school principal and the Assistant Superintendent,
11 Instructional Services to instruct students eligible for V.E.A. funded instruction
12 will receive extra-duty pay, provided the instruction occurs beyond the regular
13 contract hours.
14

15 12.11.2 Extra-duty pay for V.E.A. funded instruction shall be at the teacher's hourly rate
16 as reflected on the salary schedule.
17

18 12.12 Lead Teachers - Middle School
19

20 12.12.1 Lead Teachers' tenure will be a two (2) year term.
21

22 12.12.2 Lead Teachers will be given release time during study hall/elective time.
23

24 12.12.3 Lead Teachers will perform duties as determined by a consensus of the site level
25 grade level teachers and site administrator.
26

27 12.12.4 Lead Teachers will have been a unit member for the past three (3) years.
28

29 12.12.5 Lead Teachers shall be selected by a consensus of teachers and administration.
30

31 12.12.6 If approved by a consensus of teachers and the administration, two (2) teachers
32 may share the Lead Teacher position and the stipend.
33

34 12.12.7 Lead Teachers will serve a two (2) year term with one (1) option for an additional
35 term effective July 1, 1994. Lead Teachers may serve a maximum of two (2)
36 terms.
37

38 12.12.8 The Special Education Lead Teacher at Gray Avenue Middle School shall be paid
39 a Lead Teacher stipend.
40

1 12.13 Notification

2
3 12.13.1 General

- 4
5 a. Verbal and/or written notice will be provided by the administration to unit
6 members holding positions enumerated in this Article if a decision is made
7 not to continue him/her in that position for the following year.
8
9 b. The administration will determine whether the notice shall be written or
10 verbal.

11
12 12.13.2 Athletic Coaches

- 13
14 a. Within thirty (30) calendar days of the last CIF-sanctioned event of the sport,
15 the District shall notify a Head Coach of the District's decision to nominate
16 him/her to the Board as a returning coach for the coming season. The
17 decision shall be in writing if offered a position and verbal in all other cases.
18
19 b. Assistant Coaches shall be notified within thirty (30) calendar days after a
20 Head Coach has accepted his/her position.
21
22 c. Within thirty (30) calendar days of a District offer of continuation, a coach
23 offered continuation shall accept or decline.
24
25 d. All appointments are subject to Board confirmation and authorization of the
26 sport.
27
28 e. All positions not filled by a returning unit member shall be advertised to the
29 bargaining unit and interested person encouraged to apply.
30
31 f. This provision (Section 12.13.2) shall apply to all positions referenced in
32 Appendix C, Section 2.
33

34 12.14 Academy Inservice Program

35
36 12.14.1 In coordination with the Staff Development Committee's recommendations, the
37 Yuba City Unified School District Academy Inservice Program provides inservice
38 activities for staff when they are not on contracted work status. Inservice activities
39 will be implemented through the office of the Assistant Superintendent,
40 Instructional Services as appropriate.

41
42 12.14.2 Presenters for the Academy may include, but are not limited to, unit members.

43
44 12.14.3 Attendees will receive one (1) unit toward credit on the salary schedule for fifteen
45 (15) hours of completed Academy inservice.

1
2 **ARTICLE 13: HEALTH, DENTAL, LIFE AND VISION INSURANCE**
3

4 13.1 The District and the Association agree to meet and negotiate annually regarding the health,
5 dental, life and vision benefit plans including the option to change carrier(s). A description
6 of the health, dental, life, and vision benefit plans for unit members is attached to this
7 Agreement as Appendix D.
8

9 13.2 The District and the Association agree to meet annually, in September, to review benefit
10 plans, administration of benefit plan(s), and options for cost containment.
11

12
13 **ARTICLE 14: LEAVES**
14

15 14.1 Sick Leave/Disability Leave
16

17 14.1.1 All full-time members in the teacher's unit shall be entitled to one (1) day's sick
18 leave per working month for a minimum of ten (10) sick leave days per year. Unit
19 members whose regular contract is extended by one working month (eighteen (18)
20 days) will be granted one (1) additional sick leave day to a maximum of twelve
21 (12) days of sick leave per year. Regular unit members who are employed for only
22 a portion of the school day or school year will be granted sick leave on a prorated
23 basis.
24

25 14.1.2 Accumulated sick leave may be utilized by the unit member for disability resulting
26 from illness, injury, pregnancy, miscarriage, childbirth, and recovery 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 enable
32 the unit member to collect difference pay as stipulated in Education Code
33 Section 44977 (as amended on April 28, 1998) for a period of one-hundred
34 (100) days or less. Non-contracted work periods are not included in the one-
35 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 accumulated
41 sick leave during such time as he/she is disabled, the remainder of days of
42 disability shall be without pay to the unit member.
43

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

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

a. Pregnancy

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

b. Disabilities Capable of Advanced Planning

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

- 1 (1) The welfare of school children in terms of continuity of instruction,
2 and
3
4 (2) The availability of a suitable replacement.
5

6 A letter from the unit member's physician verifying the length of time
7 necessary for the disability leave and the latest date when the disability leave
8 must commence shall be filed with the Assistant Superintendent of Human
9 Resources and shall be the basis for the above determination.

10
11 c. Disabilities of an Unplanned or Emergency Nature (Sick Leave)
12

13 If the disability is of an unplanned or emergency nature, the length of the
14 leave, including the date upon which the leave will commence and the date
15 the unit member shall resume duties will be determined by the unit member
16 or the unit member and his/her physician.
17

18 Leaves in this category may be subject to written verification by the unit
19 member's physician after three (3) days.
20

21 14.1.4 In the event a work stoppage becomes apparent, the Superintendent may require
22 verification from a physician for any days of sick leave taken.
23

24 14.1.5 At the beginning of each school year every unit member shall receive a sick leave
25 entitlement for the school year. A unit member may use his/her credited sick leave
26 at any time during the school year.
27

28 14.1.6 The Board or its designated representative(s) shall provide each unit member with
29 a written statement of:
30

- 31 a. Accrued sick leave total, and
32
33 b. Sick leave entitlement for the year.
34

35 Such statement shall be provided as close as possible to October 30 of each year.
36

37 14.1.7 Unit members transferring from districts within California may transfer their
38 accumulated sick leave to the District.
39

1 14.2 Personal Necessity Leave

2
3 14.2.1 Death, Serious Illness or Accident

4
5 a. Unlimited Days

6
7 Any days of leave of absence for sick leave/disability leave (see Article 14.1)
8 may be used by the unit member for the following reasons:

- 9
10 ● Death or serious illness of a member of his or her immediate family.
11
12 ● Accident, involving his or her person or property, or the person or
13 property of a member of his or her immediate family.

14
15 b. Permission to Use

16
17 Advance permission is not required for this leave. The employee shall,
18 however, advise his/her supervisor of the circumstances as soon as
19 reasonably possible and shall complete a leave form when he/she returns to
20 work.

21
22 14.2.2 Other Personal Necessity

23
24 a. Seven (7) Total Days Per Year

25
26 Up to seven (7) days of leave of absence for sick leave/disability leave (see
27 Article 14.1) may be used each year by the unit member, in cases of other
28 personal necessity as defined below.

29
30 b. Emergency

31
32 Leave pursuant to this paragraph (2.b.) shall be limited to circumstances that
33 are emergency in nature.

34
35 (1) To qualify as an emergency, the situation must meet all of the
36 following criteria:

- 37
38 (a) Is serious in nature;
39
40 (b) The unit member cannot reasonably be expected to disregard;
41
42 (c) Requires immediate action; and
43
44 (d) Cannot be taken care of after work hours or on weekends.
45

1 (2) Advance request for Emergency leave shall be submitted in writing
2 on a Leave Request Form to the supervising administrator in advance
3 whenever possible.
4

5 (3) In those situations when a written request has not been submitted due
6 to the nature of the emergency, the form requesting personal
7 necessity leave shall be completed by the unit member upon return
8 to work.
9

10 (4) Extreme Circumstances
11

12 In extreme circumstances, additional (i.e., more than seven (7) total)
13 days of sick leave may be utilized if the situation meets all of the
14 criteria set forth in Section 14.2.2.b(1), above). Such additional days
15 are at the sole discretion of the Superintendent.
16

17 c. Personal
18

19 (1) Up to five (5) days of leave of absence allotted for personal necessity
20 may be used each year by a unit member, for personal reasons. In the
21 event the reason for the personal leave is private in nature involving
22 the unit member or his/her family, the unit member will so state, and
23 the details of the private nature of the request will not be pursued.
24

25 (2) Such leaves may not be used for matters of purely personal
26 convenience, recreation, or to intentionally extend holidays.
27

28 (3) A unit member may take such leave if he/she completes and submits
29 to the District's Personnel Department the necessary notification
30 form at least five (5) days in advance.
31

32 (4) Such leave shall not be used for concerted activity.
33

34 d. AB 109
35

36 In addition to leaves available to unit members in this Section (i.e. Personal
37 Necessity Leave), unit members are entitled to use, in any calendar year, up
38 to five (5) days of accrued and available sick leave to attend to an illness of
39 a child, parent, or spouse of the employee.
40

41 14.2.3 Compensation
42

43 Leaves in this category may not be taken for the purpose of conducting business
44 for which the employee could reasonably be expected to receive compensation.
45

1 14.2.4 Falsification of Leave

2
3 Any bargaining unit member who falsifies a request for personal necessity leave
4 shall be guilty of a violation of the Agreement and subject to appropriate
5 discipline.
6

7 14.3 Bereavement Leave

8
9 14.3.1 Every unit member shall be entitled to three (3) days of paid leave of absence, or
10 five (5) days if travel is out of the state or more than two hundred fifty (250) miles,
11 due to the death of any member of his/her immediate family. In addition, a unit
12 member may be allowed, upon request, one (1) day of bereavement leave to attend
13 the funeral of a student enrolled in his/her class at the time of death. This leave
14 shall not be deducted from sick leave.
15

16 14.3.2 The immediate family is defined to include:

- 17
18 a. the unit member's spouse,
19
20 b. the mother, father, guardian, grandmother, grandfather, grandchild, son, son-
21 in-law, daughter, daughter-in-law, brother, or sister of the unit member, or
22 the unit member's spouse,
23
24 c. any relative living in the immediate household of the unit member, or
25
26 d. a foster child.
27

28 A unit member may request of the Superintendent days of bereavement leave for
29 family members not listed.
30

31 14.3.3 The Board shall require the use of bereavement leave before personal necessity
32 leave days are used for purposes allowed in this Section.
33

34 14.3.4 A three (3) or five (5) day bereavement leave may be granted for each death
35 described above, even though more than one (1) death occurs simultaneously; such
36 leaves may be consecutive.
37

38 14.3.5 Sick leave or personal necessity leave may be used subsequent to the expiration of
39 bereavement leave should the unit member's circumstances meet the requirements
40 of the provisions for the leaves as set forth in this document.
41

42 14.3.6 Notification must be given to the administrator as soon as the unit member
43 becomes aware of the necessity to take bereavement leave.
44

1 14.4 Subpoenas and Jury Duty

2
3 14.4.1 Trial and Inquest Jury: A unit member who is called to serve on a trial or inquest
4 jury shall receive his/her full salary. The unit member will rebate to the District
5 his/her pay for jury duty. If the unit member's check for jury duty includes both
6 jury duty and mileage, the unit member will pay the District that amount of money
7 paid to him/her for jury duty in cash or by personal check made out to the District.
8 This payment must be in the Business Office prior to the last day of the month
9 following the month in which the unit member receives the payment for jury duty.

10
11 14.4.2 Grand Jury: A unit member shall be released for Grand Jury service as required
12 by law.

13
14 14.4.3 Subpoenas: A subpoenaed unit member who is not a litigant shall receive his/her
15 full salary.

16
17 14.5 Association Leave

18
19 14.5.1 Association representatives shall have a total of ten (10) days of paid leave to
20 utilize for local, state, or national conferences or for conducting other business
21 pertinent to Association affairs.

22
23 14.5.2 The Association shall reimburse the District for the cost of substitutes.

24
25 14.5.3 The Association representatives shall be excused from school duties upon advance
26 notification to the Superintendent by the Association President.

27
28 14.5.4 Association leave under this Section shall be in addition to the release time for the
29 purpose of meeting and negotiating or for the process of grievances.

30
31 14.5.5 Should an emergency arise, the Association may request leave under this Section
32 in less than forty-eight (48) hours; however, the Superintendent may approve or
33 deny on the basis of the needs of the District.

34
35 14.6 Sabbatical Leave

36
37 14.6.1 The unit member shall be entitled to sabbatical leave after seven (7) years of
38 consecutive service to the District.

39
40 14.6.2 A unit member, as a condition to being granted a sabbatical leave, shall agree in
41 writing to render a period of service in the employ of the District following his/her
42 return from sabbatical leave. Such period shall be equal to twice the period of said
43 leave.
44

- 1 14.6.3 The number of unit members on sabbatical leave shall not exceed three (3) during
2 one (1) year.
3
- 4 14.6.4 While on sabbatical leave, a unit member shall not be eligible for any of the other
5 leaves of absence enumerated in this Article.
6
- 7 14.6.5 The District shall pay a unit member who is on a sabbatical leave fifty percent
8 (50%) of his/her salary for the length of the leave. Otherwise, there shall be no
9 reduction in fringe benefits during the term of a unit member's sabbatical leave.
10
- 11 14.6.6 The District and the unit member shall develop a payment schedule which is
12 acceptable to both parties before the sabbatical leave is scheduled to commence.
13
- 14 14.6.7 A unit member returning from sabbatical leave will receive the same salary step
15 advance that he/she would have received had he/she remained in active service in
16 his/her regular position during the leave period.
17
- 18 14.6.8 Upon return to service the unit member will be assigned to a position comparable
19 to that which he/she was assigned at the time the leave was granted provided that
20 no conditions develop during the leave or at the time of return which would have
21 changed the unit member's location and type of work had he/she remained in
22 active service.
23
- 24 14.6.9 There shall be a committee of five (5) to be known as the Sabbatical Leave
25 Committee. Three (3) members shall be appointed by the Association and two (2)
26 by the Superintendent. The duty of the Committee is to consider the applications
27 for leave and to recommend, for approval by the District, such applications as meet
28 the standards established by the Committee. Applications shall be submitted to the
29 Committee at least six (6) months prior to the anticipated commencement of such
30 leave.
31
- 32 The standards for determining sabbatical leave eligibility shall be based solely
33 upon the leave's benefit to the District. Unit members requesting sabbatical leave
34 shall, when applying for said leave, submit with their application a written
35 statement explaining how the requested leave will benefit the District. This
36 statement, together with the minutes of the Committee's interview with the
37 applicant and the Committee's recommendation regarding the request, shall be
38 presented to the Superintendent no later than April 15 prior to the time the leave
39 shall commence. The Superintendent, in turn, shall present this recommendation
40 to the Board at the next regularly scheduled Board meeting and shall submit his/her
41 own recommendation separately if it differs from the Sabbatical Leave
42 Committee's.
43
- 44 14.6.10 The final determination of all sabbatical leaves shall be at the discretion of the
45 Board.

1 14.7 Military Leave

2
3 Military leave provided for in this Agreement shall be pursuant to the Education Code. If
4 any provisions of the Education Code conflict with the Military and Veterans Code, the
5 provisions of the Military and Veterans Code shall prevail.
6

7 14.8 Industrial Accident or Illness Leave

8
9 14.8.1 An industrial accident or illness as referred to in this Section shall mean an injury
10 or illness arising as a result of, and in the course of employment. Qualification for
11 industrial accident or illness leave shall be determined by the North Valley School
12 Insurance Company.
13

14 14.8.2 Allowable leave for each industrial accident or illness shall be sixty (60) days.

15
16 14.8.3 Allowable leave shall not be accumulated from year to year.
17

18 14.8.4 Industrial accident or illness leave shall commence upon the first day of absence.
19

20 14.8.5 When a person is absent from his/her duties because of industrial accident or
21 illness, he/she shall be paid such portion of the salary due him/her for any month
22 in which absence occurs, as when added to his/her temporary disability indemnity
23 under Division 4 or Division 4.5 of the Labor Code, will result in a payment to
24 him/her equivalent to his/her full salary.
25

26 14.8.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of
27 authorized absence regardless of a temporary disability indemnity award.
28

29 14.8.7 When an industrial accident or illness leave overlaps into the next fiscal year, the
30 unit member shall be entitled to only the amount of unused leave due him/her for
31 the same illness or injury.
32

33 14.8.8 During any paid leave of absence, the unit member may endorse to the District the
34 temporary disability indemnity checks received because of his/her industrial
35 accident or illness. Once the decision is made by the unit member, the same
36 method will be continued while on the leave. If the method is changed, the unit
37 member will provide sufficient lead-time for the Business Office to process the
38 warrants. The District, in turn, shall issue the unit member appropriate salary
39 warrants for payment of the unit member's salary and shall deduct normal
40 retirement and other authorized contributions.
41

42 14.8.9 The benefits provided by these rules and regulations shall be applicable to all
43 employees immediately upon becoming a unit member of the District.
44

1 14.8.10 Unless traveling for purposes relating to the industrial accident or illness, the unit
2 member receiving benefits as a result of these rules and regulations shall, during
3 the period of injury or illness, remain within the State of California unless the
4 Governing Board authorizes travel outside the State.
5

6 14.9 Catastrophic Leave Bank
7

8 14.9.1 Creation
9

- 10 a. The Association and the District agree to maintain a Catastrophic Leave
11 Bank. (Created July 1, 1993).
12
13 b. Days in the Catastrophic Leave Bank shall accumulate from school year to
14 school year (July 1 - June 30).
15
16 c. Days shall be contributed to the Bank and withdrawn from the Bank without
17 regard to the daily rate of pay of the Catastrophic Leave Bank participants.
18
19 d. The Catastrophic Leave Bank shall be administered by a committee
20 comprised of three (3) members appointed by the Association and two (2)
21 members appointed by the District.
22

23 14.9.2 Eligibility and Contributions
24

- 25 a. All unit members on active duty with at least one (1) year of employment
26 with the District are eligible to contribute to the Catastrophic Leave Bank.
27
28 b. Participation is voluntary, but requires a contribution to the Bank. Only
29 contributors will be permitted to withdraw from the Bank. Contributions and
30 withdrawals shall be prorated according to the unit member's contracted
31 work day/year.
32
33 c. Unit members who elect not to join the Catastrophic Leave Bank upon first
34 becoming eligible have a waiting period of forty-five (45) duty days after
35 joining the bank before becoming eligible to withdraw from the Bank. This
36 forty-five (45) day period does not modify the provisions for withdrawal
37 specified in Section 14.9.3.c.
38
39 d. The initial contribution, on the appropriate form, will be authorized by the
40 Unit Member to initiate enrollment and continuous enrollment shall occur
41 from year to year until canceled by the Unit Member.
42
43 e. Cancellation occurs automatically whenever a Unit Member fails to make a
44 required assessment. Sick leave previously authorized for contribution to the
45 Bank shall not be returned if the Unit Member effects cancellation.

- 1 f. Contributions shall be made between July 1, and October 1, of each school
2 year. Unit members returning from extended leave which included the
3 enrollment period and new hires will be permitted to contribute within thirty
4 (30) calendar days of beginning work. The District shall supply enrollment
5 forms for the Catastrophic Leave Bank to all new unit members and those
6 unit members returning from leave.
7
8 g. The annual rate of contribution by each participating Unit Member for each
9 school year shall be seven(7) hours of sick leave. The Committee may
10 decide that the annual contribution is not necessary to maintain an
11 appropriate number of hours in the Bank as determined by the Committee.
12
13 h. The Committee may require, at any time, an additional day of contribution
14 of participants if the number of hours in the Bank falls below a level to be
15 determined by the Committee. Catastrophic Leave Bank participants who
16 are drawing from the Bank at the time of the assessment will not be required
17 to contribute to remain eligible to draw from the Bank. If a Catastrophic
18 Leave Bank participant has no remaining sick leave at the time of the
19 assessment, they need not contribute the additional hours to remain a
20 participant in the Catastrophic Leave Bank.
21

22 14.9.3 Withdrawal from the Bank
23

- 24 a. Catastrophic Leave Bank participants, whose sick leave is exhausted, may
25 withdraw from the Bank for catastrophic illness or injury. Catastrophic
26 illness or injury shall be defined as any illness or injury that incapacitates the
27 unit member for over ten (10) consecutive duty days. Catastrophic illness or
28 injury shall be defined as any illness or injury that incapacitates a member of
29 the unit member's immediate family for over ten (10) consecutive duty days
30 which requires the unit member to take time off to care for that family
31 member for no more than thirty (30) duty days in a school year. If a
32 reoccurrence or a second illness or injury incapacitates a unit member or
33 member of the unit member's family within twelve (12) months, it shall be
34 deemed catastrophic after five (5) consecutive duty days.
35
36 b. Participants must use all sick leave as defined in Article 14 of this Agreement
37 available to them before they are eligible for a withdrawal from the Bank.
38
39 c. A minimum of the first ten (10) duty days of illness or disability must be
40 covered by the participant's sick leave, differential leave, or leave without
41 pay the first time said participant qualifies for a withdrawal from the Bank.
42 For subsequent withdrawals within twelve (12) consecutive months, the first
43 five (5) duty days of illness must be covered by the participant's differential
44 leave, or leave without pay.
45

- 1 d. If a participant is incapacitated, applications may be submitted to the
2 Committee by the participant's agent or member of the participant's family.
3
- 4 e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of
5 no more than thirty (30) duty days, with a limit of sixty (60) duty days per
6 year.
7
- 8 f. Prior to the expiration of a Catastrophic Leave allocation period, a recipient
9 is eligible to apply to extend the leave allocation from the Bank in thirty (30)
10 day units with no waiting period. Any extension of leave beyond the initial
11 thirty (30) days allowed is at the discretion of the Committee. A
12 participant's withdrawal may not exceed twelve (12) consecutive months.
13
- 14 g. Participants applying to withdraw or extend their withdrawal from the
15 Catastrophic Leave Bank will be required to submit a statement from the
16 treating physician indicating the nature of the illness or injury and the
17 probable length of absence from work. Members of the Committee shall
18 keep information regarding the nature of the illness confidential.
19
- 20 h. If a participant has drawn thirty (30) Catastrophic Leave Bank days and
21 requests an extension, the Committee may require a medical review by a
22 physician of the Committee's choice at the participant's expense. Refusal to
23 submit to the medical review will terminate the participant's continued
24 withdrawal from the Bank. The Committee may deny an extension of
25 withdrawal from the Catastrophic Leave Bank based upon the medical report.
26
- 27 i. Leave from the Bank may not be used for illness or disability which qualify
28 the participant for Worker's Compensation benefits.
29
- 30 j. When the Committee may reasonably presume that the applicant for a draw
31 may be eligible for a Disability Award or a Retirement under STRS or, if
32 applicable, Social Security, the Committee may request that the draw
33 applicant apply for disability or retirement. Failure of the draw applicant to
34 submit a complete application, including medical information provided by
35 the applicant's physician, within twenty (20) calendar days will disqualify
36 the draw applicant from further Catastrophic Leave Bank payments. Any
37 requests for additional medical information from STRS or Social Security
38 shall be submitted within ten (10) days or the participant's entitlement to
39 Catastrophic Leave Bank payments will cease. If denied benefits by STRS
40 or Social Security, the applicant must appeal or entitlement to the
41 Catastrophic Leave Bank shall cease.
42
- 43 k. If the Catastrophic Leave Bank does not have sufficient days to fund a
44 withdrawal request, the Committee is under no obligation to provide days
45 and the District is under no obligation to pay the participant any funds

1 whatsoever. If the Committee denies a request for withdrawal (or
2 reapplication), because of insufficient days to fund the request, they shall
3 notify the participant, in writing, of the reason for the denial.
4

- 5 l. Withdrawals shall become effective immediately upon the exhaustion of sick
6 leave or the waiting periods provided for in Sections 14.9.2.c. and 14.9.2.d.,
7 whichever is greater. For example, if a participant contributed when first
8 eligible to contribute (Section 14.9.2.c) and had ten (10) days of accumulated
9 sick leave when the illness began (Section 14.9.3.c), he/she shall begin
10 withdrawing upon the eleventh (11th) duty day if otherwise eligible. If the
11 participant had fifteen (15) days of sick leave at the beginning of the illness,
12 he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the
13 participant had five (5) days of sick leave at the beginning of the illness,
14 he/she shall begin withdrawing days on the eleventh (11th) duty day.
15
- 16 m. Catastrophic Leave shall not begin until receipt of written approval from the
17 Committee.
18
- 19 n. The decision of the Committee is final and binding upon the participants.
20

21 14.9.4 Administration of the Bank
22

- 23 a. The Catastrophic Leave Bank Committee shall have the responsibility of
24 maintaining the records of the Catastrophic Leave Bank, receiving
25 withdrawal requests, verifying the validity of requests, approving or denying
26 the requests, and communicating its decision, in writing, to the participants.
27
- 28 b. The Committee's authority shall be limited to administration of the Bank.
29 The Committee shall approve all properly submitted requests complying with
30 the terms of this Article. Withdrawals may not be denied on the basis of the
31 type of illness or disability.
32
- 33 c. Applications shall be reviewed and decisions of the Committee reported to
34 the applicant, in writing, within ten (10) duty days of receipt of the
35 application.
36
- 37 d. The Committee shall keep all records confidential and shall not disclose the
38 nature of the illness except as is necessary to process the request for
39 withdrawal and defend against any appeals of denials.
40
- 41 e. By October 1 of each school year, the District shall notify the Committee of
42 the following:
43 (1) The total number of accumulated days in the Bank on June 30th of
44 the previous school year.
45

- 1 (2) The number of days contributed by unit members of the current year.
2
3 (3) The names of participating unit members.
4
5 (4) The total number of days available in the Bank.
6
7 f. By the tenth (10th) day of each calendar month, the District shall notify the
8 Committee of the following:
9
10 (1) The names of any additional Unit Members who have joined in
11 accordance with Section 14.9.2 of this Article.
12
13 (2) The total number of days in the Bank at the beginning of the previous
14 month.
15
16 (3) The total number of days remaining in the Bank on the last day of the
17 month.
18

19 **14.10 Exchange Days**

20
21 A teacher may utilize up to a cumulative total of five (5) exchange days during any one (1)
22 school year subject to the following:
23

24 14.10.1 Exchange days must have the prior approval of the site principal. Such approval
25 shall not be unreasonably withheld.
26

27 14.10.2 A teacher shall have the responsibility for arranging for the payback of exchange
28 day(s) with another teacher within twelve (12) calendar months from when the
29 initial exchange occurred.
30

31 14.10.3 The District shall have no responsibility for any inequities that may arise between
32 affected teachers based upon the exchange of days pursuant to this provision. The
33 issue of any perceived inequities that may arise between teachers pursuant to
34 Section 14.10.1, above shall not be subject to the grievance 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 full-
14 time, shall earn a pro-rated number of vacation hours for each month of
15 qualifying service. Pro-rating shall be regular hours per day divided by 8 (or
16 hours per week divided by 40).

17
18 b. A month of qualifying service is one in which the employee was in full-paid
19 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:

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

25
26
27
28
29
30
31
32
33 **ARTICLE 16: HOLIDAYS**

34
35 This Article shall apply to Preschool teachers and all Children’s Center teachers. The teachers
36 described above shall receive the days listed below as paid holidays.

New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln’s Birthday	February 12

1	Washington's Birthday	Third Monday in February
2	Memorial Day	Last Monday in May
3	Independence Day	July 4
4	Labor Day	First Monday in September
5	Admission Day	September 9
6	Veteran's Day	November 11
7	Thanksgiving	The Thursday in November proclaimed by the President
8		of the United States and Friday following said day
9	Christmas	December 24 and 25

10
11 Any holiday such as Admission Day that allows the District by statute to change the day into a
12 workday on the basis that the unit members are given another day during the year to replace it, may
13 be changed by the District in the best interests of the educational program. When a holiday herein
14 listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day
15 observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed
16 to be a holiday in lieu of the day observed. Any day declared by the President of the United States
17 or the Governor of the State of California proclaiming said day to be a holiday as a result of
18 mourning, thanksgiving, etc., will be a paid holiday for Preschool and Children's Center teachers.
19
20

21 **ARTICLE 17: CLASS SIZE**

22
23 17.1 District-Wide Average Class Size

24
25 The District-wide average class size, exclusive of classes which are participating in the Class
26 Size Reduction Program (CSR), shall be 1:29.
27

28 17.2 Formulas

29
30 The following formulae are utilized in computing District-wide average class size:
31

32 17.2.1 K-5 and K-8 Elementary (excluding middle schools)

- 33
- 34 a. Divide student enrollment number by the number of regular classroom
- 35 teachers plus one-half (1/2) of the number of special education teacher(s) full-
- 36 time equivalents (FTE).
- 37
- 38 b. ESL teachers are excluded from this computation.
- 39

40 17.2.2 High School on Six Period Day

- 41
- 42 a. Multiply six (6) (representing the number of student periods) times the
- 43 student enrollment number; divide resulting product by five (5) (representing
- 44 teacher teaching periods); divide resulting quotient by the number of regular

1 classroom teachers including ESL teachers plus ($\frac{1}{2}$) one-half the number of
2 special education teachers (FTE).

- 3
4 b. The librarian, counselors, nurse and the ROP classes, student activity periods,
5 athletic director periods and Chapter I funded hours are excluded from the
6 computation.

7
8 17.2.3 High School on Four Period Block

- 9
10 a. Multiply four (4) (representing the number of student periods) times the
11 student enrollment number; divide resulting product by three (3)
12 (representing teacher teaching periods); divide resulting quotient by the
13 number of regular classroom teachers including ESL teachers plus one-half
14 ($\frac{1}{2}$) the number of special education teachers (FTE).
15
16 b. The librarian, counselors, nurse and the ROP classes, department chair
17 periods, student activity periods, athletic director periods and Chapter I
18 funded hours are excluded from the computations.

19
20 17.2.4 Middle Schools

- 21
22 a. Multiply six point six (6.6) (representing the number of student periods)
23 times student enrollment; divide the resulting product by five point six (5.6)
24 (representing five (5) teaching periods plus point six (.6) which represents a
25 study hall/elective time); divide resulting quotient by the number of regular
26 classroom teachers including ESL teachers plus one-half ($\frac{1}{2}$) the number of
27 special education teachers (FTE).
28
29 b. Counselors, SIP-funded teachers and librarians are excluded from this
30 computation.
31
32 c. Within a reasonable amount of time, an effort will be made to resolve
33 differences in class size in content areas throughout the daily schedule.

34
35 17.2.5 Continuation High School

36
37 Divide the student enrollment number by the number of staff.

38
39 17.3 Intervention Classes/English Learners

40
41 The optimal level for enrollment in (1) intervention classes composed of students below
42 grade level or (2) classes composed of English Learners with CELDT levels 1-3 is twenty-
43 five (25) students. Should enrollment in such a class exceed the optimal level, the teacher
44 may schedule a consultation with the principal to explore options. The teacher may invite
45 an Association representative to attend the consultation.

1 17.4 Elementary – Differences in Enrollment

2
3 Classes of the same grade level at any one (1) elementary school (K-5, K-8) or of the same
4 content area/same period at any one (1) middle school shall have a difference of enrollment
5 not greater than three (3) for more than a ten (10) day period without the agreement of the
6 majority of the teachers at that grade level/content area and the principal.
7

8 17.5 Elementary – Class Over 30

9
10 When a class at an elementary level exceeds thirty (30) students and is impacted by students
11 on approved intra- or inter-district agreements, the teacher and principal will consult and
12 may make a recommendation to the Assistant Superintendent of Educational Services, or
13 designee, as to what action, if any, may be taken.
14

15 17.6 Multi-Graded Elementary Classes

16
17 Except for those classes requiring special teachers in order to meet the needs of the students
18 (e.g., as the result of an influx of seasonal agricultural workers or bilingual) self-contained
19 multi-graded classrooms shall have an enrollment of three (3) less than the average of the
20 single-graded classes of the same levels unless:
21

22 17.6.1 All of the single-graded classes at the level of the multi-graded classes reach an
23 enrollment of 1:32.
24

25 17.6.2 All teachers of a combination class may individually elect to accept additional
26 students.
27

28 17.6.3 The District and YCTA may, by mutual agreement, waive the above provisions as
29 situations warrant.
30

31 17.6.4 Self-contained multi-graded classrooms may not exceed thirty-two (32) students
32 per class.
33

34 17.6.5 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 yard
38 duty or cooperative grouping of students with other teachers of the same grade
39 levels.
40

41 17.6.6 Volunteers will first be considered before unit members are assigned to multi-
42 graded classrooms.
43

1 17.7 Multi-Graded Elementary Classes in CSR

2
3 Except for those classes requiring special teachers in order to meet the needs of the students
4 (e.g., as the result of an influx of seasonal agricultural workers or bilingual) self-contained
5 multi-graded classrooms participating in the Class-Size Reduction Program shall have an
6 enrollment of three (3) less than the average of the single-graded classes of the same levels
7 unless:

8
9 17.7.1 All of the single-graded classes at the level of the entering student reach an
10 enrollment of 1:20.

11
12 17.7.2 All teachers of a combination class may individually elect to accept additional
13 students.

14
15 17.7.3 The District and Association may, by mutual agreement, waive the above
16 provisions as situations warrant.

17
18 17.7.4 Efforts will be made to ensure that an effective learning environment can be
19 achieved by consulting with teachers at the affected grade levels to select
20 appropriate students for multi-graded classrooms. Additional support may be
21 made available to teachers of multi-graded classrooms, such as reduction in yard
22 duty or cooperative groupings of students with other teachers of the same grade
23 levels.

24
25 17.7.5 Volunteers will first be considered before unit members are assigned to multi-
26 graded classrooms.

27
28 17.8 Comprehensive High Schools

29
30 At each comprehensive high school, the administration agrees to make a reasonable effort
31 to establish a school-wide range of class sizes which provides the best learning environment
32 possible under the conditions that exist at the time of scheduling. During the school year,
33 class sizes may vary as students' schedules change and new students enter. However,
34 counselors, teachers, and the administration agree to make reasonable efforts to maintain the
35 best feasible class sizes. A committee composed of unit members, school administrators and
36 district administrators will meet in October and after the end of the first (1st) semester to
37 review class sizes at each comprehensive high school and make appropriate
38 recommendations for balancing classes to the appropriate site administration.

39
40 17.9 Safe Capacity

41
42 In no circumstances shall enrollment exceed the safe capacity of student activity stations,
43 facilities, or the seating capacity of a classroom as determined by the administration.
44
45

1 **ARTICLE 18: SHARED TEACHING**
2

3 Upon request of the employee and at the discretion of the District, certificated employees on the
4 teachers' salary schedule may be allowed to enter a reduced teacher assignment on a shared-time
5 basis with the following conditions:
6

7 18.1 Shared teaching requests must be approved by the school principal and submitted to the
8 Assistant Superintendent of Human Resources no later than May 1 of the prior school term.
9

10 18.2 Requests for shared teaching contracts shall be re-submitted and approved annually.
11

12 18.3 Shared time is defined as any combination of days and/or hours, which will enhance the
13 educational opportunities for students and accommodate unit members needs.
14

15 18.4 An employee requesting to enter into a shared-teaching assignment may submit the name
16 of a teacher willing to share the assignment with him/her. However, the selections for
17 anyone entering into this agreement will be at the discretion of the District.
18

19 18.5 Health and dental benefits will be paid to the unit member working more than a fifty percent
20 (50%) contract.
21

22 18.6 Each employee in a shared teaching arrangement will receive that prorated part of a salary
23 as his/her fraction of a full working year relates to a full salary.
24

25 18.7 The District's contribution to retirement and sick leave benefits for the employee would be
26 that prorated part of those benefits as his/her workyear relates to a full working year.
27

28 18.8 Each employee in a shared-teaching arrangement assumes the same commitment as a full-
29 time teacher to the following stipulations:
30

31 18.8.1 Attendance at staff meetings.
32

33 18.8.2 Acceptance of student supervisory duties.
34

35 18.8.3 Participation in parent conferences and other school-related activities such as open
36 house.
37

38 18.8.4 Attendance at school and District inservice activities. Tandem teachers or those
39 on a part-time contract who are required to attend a full day inservice, will be
40 compensated for the additional time spent up to a full daily rate consistent with the
41 compensation covered by full-time staff.
42

43 18.8.5 Participation in student centered meetings (i.e., child study team, SAFE team,
44 I.E.P.) should be coordinated between the shared-teaching partners so that relevant
45 information is presented and received.

1 18.9 Those employees on a shared-teaching agreement will be responsible for their prorated share
2 of the hours as stipulated in this contract within Article 6 - Hours. If one of the teachers in
3 a shared-teaching assignment needs to go on authorized leave, he/she is responsible for
4 arranging that his/her portion of class time will be covered while on leave.
5

6 18.10 The intent is that only the teacher working more than a fifty percent (50%) contract will
7 receive the health, dental, and vision benefits even though the other teacher, may, in fact,
8 take the class for several entire days.
9

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

11 *Note: If PAR is eliminated, Article 19 shall be deleted from the Agreement.*
12

13 19.1 Establishment of the Peer Assistance and Review Program

14
15
16 The Association and the District are continuously striving to provide the highest possible
17 quality of education. In order for students to succeed in learning, teachers must succeed in
18 teaching. Therefore, the parties agree to cooperate in the design and implementation of
19 programs to improve the quality of instruction through expanded and improved professional
20 development and peer assistance. Teachers referred to or who volunteer for the PAR
21 Program are viewed as valuable professionals who deserve the best resources available to
22 them in the interest of improving performance to a successful standard.
23
24

25 19.2 PAR Panel

26
27 19.2.1 The PAR Program shall be administered by a PAR Panel, which shall consist of
28 seven (7) members. Four (4) of the members of the PAR Panel shall be classroom
29 teachers selected by the Association, and three (3) of the members of the PAR
30 Panel shall be administrators selected by the District. Classroom teachers serving
31 on the PAR Panel shall meet the eligibility requirements to serve as a Consulting
32 Teacher, described in Section 19.4.2, below. Additionally, the parties shall strive
33 to achieve a balance on the Panel to reflect the goals of the PAR Program.
34

35 19.2.2 The PAR Panel shall have meetings at dates and times determined by the Panel,
36 which shall include at least four (4) meetings per school year. A quorum for
37 purposes of conducting a meeting consists of at least three (3) classroom teacher
38 PAR Panel members and at least two (2) District-appointed PAR Panel members.
39 Except as otherwise provided in this Article, decisions of the PAR Panel shall be
40 made by consensus where possible; should a vote be required, action must be taken
41 on an affirmative vote of at least two-thirds (2/3) of the Panel members present at
42 the meeting.
43

44 19.2.3 Members of the PAR Panel shall serve a term of three (3) years. The terms shall
45 be staggered. At or near the time the PAR Program is initiated, the PAR Panel

1 shall determine the terms of its initial members. The PAR Panel shall annually
2 select a PAR Panel Chair, and the assignment of a Chair shall rotate annually
3 between a classroom teacher and a District-appointed PAR Panel member.
4

5 19.2.4 Classroom teachers serving on the PAR Panel shall be released from duty during
6 normal duty hours in order to attend Panel meetings, and to participate in other
7 duties required under this Article.
8

9 19.2.5 The duties of the PAR Panel include the following:
10

- 11 a. Establish its own Rules and Procedures consistent with this Article and
12 applicable law.
- 13 b. Provide appropriate training for the members of the PAR Panel and
14 Consulting Teachers.
- 15 c. Determine the number and type of Consulting Teachers necessary, based
16 upon the number of Participating Teachers (Referred, Voluntary, and
17 Beginning) and the needs of the staff development component of the PAR
18 Program.
19
- 20 d. Select Consulting Teachers, in accordance with procedures established by the
21 PAR Panel. The procedures adopted by the PAR Panel shall include
22 classroom observations of the candidates by members of the PAR Panel.
23 Consulting Teachers shall be chosen by a majority vote, through a secret
24 ballot, of the PAR Panel.
25
- 26 e. Notify Referred Participating Teachers in writing of their referral to the
27 Program and assign Consulting Teachers to Participating Teachers after
28 considering the preference of the Participating Teacher.
29
- 30 f. Determine and assign duties to be performed by Consulting Teachers.
31
- 32 g. Consider requests submitted by Participating Teachers and/or Consulting
33 Teachers that a different Consulting Teacher be assigned to work with the
34 Participating Teacher.
35
- 36 h. Monitor the progress of the assistance provided to Referred Participating
37 Teachers, review the final report prepared by the Consulting Teacher, review
38 any response by the Referred Participating Teacher, and generate a written
39 assessment of the Referred Participating Teacher's participation in the PAR
40 Program. This assessment shall be submitted to the Governing Board and be
41 placed in the teacher's personnel file.
42
43
44

- 1 i. Prepare an annual PAR Program budget for approval by the Governing
2 Board. The annual budget shall be submitted to the District and the
3 Association on or before June 1st, for the succeeding school year (i.e. July 1st
4 through June 30th). Expenditures for the PAR Program shall not exceed
5 revenues received from Beginning Teacher Support and Assessment (BTSA)
6 funds and funds made available through the passage of AB1X (or successor
7 legislation), and providing assistance to Referred Participating Teachers shall
8 be the first priority in the allocation of AB1X funds. Additional PAR
9 Program funds not necessary for providing assistance to Participating
10 Teachers may be budgeted for general staff development. No more than five
11 percent (5%) of the funds received by the state for the PAR Program may be
12 expended for administrative expenses.
- 13
- 14 j. Annually evaluate the impact of the PAR Program in order to improve it.
15 This evaluation process shall include the opportunity for written input from
16 Participating Teachers, and shall recommend to the Governing Board and
17 Association improvements to the process.
- 18
- 19 k. Generate, through a process developed by the PAR Panel, a list of On-call
20 Specialists to be available to assist Consulting Teachers in providing
21 assistance to Participating Teachers or in providing direct, short-term
22 assistance to Participating Teachers. When called upon by the PAR Panel,
23 the On-call Specialist will be released from duty during the workday and/or
24 be compensated at his/her hourly rate if assigned duties to be performed
25 outside the regular workday.
- 26
- 27 l. A PAR Panel member shall neither participate in discussion nor vote on any
28 matter in which he or she has a personal or professional conflict of interest.
- 29

30 19.3 Participating Teachers

31
32 19.3.1 Beginning Teachers

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

40
41 19.3.2 Voluntary Participating Teachers

- 42
43 a. A Voluntary Participating Teacher is a classroom teacher with permanent
44 status who volunteers to participate in the PAR Program. The purpose of
45 participation in the PAR Program for the Voluntary Participating Teacher is

1 for peer assistance only, and the Voluntary Participating Teacher may
2 terminate his or her participation in the PAR Program at any time.

- 3
4 b. All communication between the Consulting Teacher and the Voluntary
5 Participating Teacher shall be confidential, and without the written consent
6 of the Volunteer shall not be shared with others, including the site principal,
7 the evaluator or the PAR Panel.
8

9 19.3.3 Referred Participating Teachers

- 10
11 a. A Referred Participating Teacher is a classroom teacher with permanent
12 status who receives assistance to improve his or her instructional skills,
13 classroom management, knowledge of subject, and/or related aspects of his
14 or her classroom teaching performance as a result of an unsatisfactory
15 evaluation as defined in Article 8.20.
16
17 b. The purpose of required participation in the PAR Program is to help correct
18 job-related deficiencies and to assist the unit member in improving
19 performance.
20

21 19.4 Consulting Teachers

22
23 19.4.1 A Consulting Teacher is a teacher who provides assistance, professional
24 development in curriculum, classroom management and instructional
25 methodologies, and/or staff development programs in curriculum, classroom
26 management and instructional methodologies as assigned by the PAR Panel.
27 Consulting Teachers will provide these services to Beginning Teachers, Voluntary
28 Participating Teachers, and Referred Participating Teachers, as assigned and in
29 accordance with the requirements of the Beginning Teacher Support and
30 Assessment (BTSA) Program and the PAR Program.
31

32 19.4.2 The qualifications for the Consulting Teacher shall be set forth in the Rules and
33 Procedures of the PAR Panel, provided that the following shall constitute
34 minimum qualifications:
35

- 36 a. A valid California teaching credential;
37
38 b. Permanent status in the District;
39
40 c. Substantial recent experience in classroom instruction, defined as being
41 assigned as a classroom teacher for at least .5 FTE (full-time equivalent) for
42 the past five (5) consecutive years;
43
44 d. Demonstrated exemplary teaching ability, as indicated by, among other
45 things, effective communication skills (both verbal and written), subject

1 matter knowledge, mastery of a range of teaching strategies necessary to
2 meet the needs of pupils in different contexts, and knowledge of the
3 California Standards for the Teaching Profession.
4

5 19.4.3 In filling a position of Consulting Teacher, each applicant is required to submit
6 three (3) letters of reference from individuals with specific knowledge of his or her
7 expertise. Examples may include letters from a building principal or immediate
8 supervisor, an Association representative, and/or another classroom teacher.
9

10 19.4.4 The term of the Consulting Teacher shall be one (1) year with annual renewal for
11 up to three (3) years. A Consulting Teacher may hold the position for no more
12 than one (1) consecutive full term of three (3) years. A Consulting Teacher must
13 work as a classroom teacher for at least .5 FTE (full-time equivalent) for one (1)
14 or more years after working as a Consulting Teacher prior to applying for a
15 subsequent term.
16

17 19.4.5 There are three (3) types of Consulting Teachers:
18

19 a. Full-Time Consulting Teachers shall be released from their regular teaching
20 assignment to render services in the PAR Program. Upon completion of his
21 or her service as a Full-Time Consulting Teacher, the teacher shall be entitled
22 to return to a regular assignment in accordance with Article 3 - Transfers.
23 Assistance to Beginning Teachers will be provided by Full-Time Consulting
24 Teachers. Depending on the needs of the PAR Program, the PAR Panel may
25 assign Full-Time Consulting Teachers to provide assistance to Referred
26 Participating Teachers and/or Voluntary Participating Teachers.
27

28 b. Part-time Consulting Teachers shall have a regular full-time teaching
29 assignment and shall provide assistance to Participating Teachers on the
30 following terms:
31

32 (1) Part-time Consulting Teachers shall be provided up to forty (40)
33 hours of release time per school year to provide assistance to a
34 Referred Participating Teacher, with additional release time as
35 authorized by the PAR Panel, and shall receive a stipend of One
36 Thousand Five Hundred Dollars (\$1,500) for additional duties
37 associated with providing assistance to the Referred Participating
38 Teacher.
39

40 (2) Part-time Consulting Teachers shall be provided up to twenty (20)
41 hours of release time per school year to provide assistance to a
42 Voluntary Participating Teacher, with additional release time as
43 authorized by the PAR Panel, and shall receive a stipend of Five
44 Hundred Dollars (\$500) for additional duties associated with
45 providing assistance to a Voluntary Participating Teacher.

- 1 (3) Part-time Consulting Teachers shall be assigned, at any one time, to
2 either one (1) Referred Participating Teacher or up to two (2)
3 Voluntary Participating Teachers.
4

5 19.4.6 Duties and Functions of Consulting Teachers
6

- 7 a. The primary function of a Consulting Teacher shall be to provide assistance
8 and guidance to Referred Participating Teachers. Consulting Teachers shall
9 assist Referred Participating Teachers by demonstrating, observing,
10 coaching, conferencing, referring or by other activities which, in their
11 professional judgment, will assist the Referred Participating Teacher in
12 remedying the specific areas recommended for improvement by the
13 evaluating administrator.
14
- 15 b. The Consulting Teacher will arrange a meeting, to be attended by the
16 Consulting Teacher, the evaluator of the Referred Participating Teacher, and
17 the Referred Participating Teacher. The Referred Participating Teacher's
18 performance will be discussed as well as recommendations for improvement.
19 Based on these discussions, the Consulting Teacher, in cooperation with the
20 Referred Participating Teacher, will prepare a Professional Growth Plan
21 which will list the goals and objectives for improvement. The PAR Panel
22 will review and approve said Plan, and provide such modifications to the
23 Plan as is necessary. The Professional Growth Plan shall: i) be clearly
24 stated, aligned with pupil learning, and aligned with the criteria upon which
25 unit member performance is evaluated; ii) incorporate multiple observations
26 of the Referred Participating Teacher during classroom instruction;
27 iii) provide sufficient staff development activities to assist the Referred
28 Participating Teacher to improve his or her teaching skills and knowledge;
29 and iv) require the Consulting Teacher to monitor the progress of the
30 Referred Participating Teacher and provide periodic reports to the Referred
31 Participating Teacher for discussion and review. A cooperative relationship
32 between the Consulting Teacher and the evaluator of the Referred
33 Participating Teacher is strongly encouraged and expected to ensure that
34 meaningful and coordinated assistance is provided to the Referred
35 Participating Teacher.
36
- 37 c. The Consulting Teacher shall monitor the progress of the Referred
38 Participating Teacher and shall provide periodic written reports to the
39 Referred Participating Teacher for discussion and review.
40
- 41 d. The Consulting Teacher shall submit a final report to the PAR Panel, for each
42 Referred Participating Teacher, regarding the progress of the Teacher. A
43 "draft" copy of the report shall be submitted to and discussed with the
44 Referred Participating Teacher who shall have ten (10) days to submit
45 written comments to the Consulting Teacher before the report is finalized and

1 presented to the Teacher for signature. The Referred Participating Teacher's
2 signing of the report does not necessarily mean agreement, but rather that he
3 or she has received a copy of the report. The Referred Participating Teacher
4 shall then have the right to submit a written response, within ten (10) days
5 after signing the final report, and have it attached to the final report. After
6 the expiration of this ten (10) day period the final report and the written
7 response, if any, shall be submitted to the PAR Panel. The process described
8 in this paragraph shall be completed no less than forty-five (45) calendar
9 days before the end of the Referred Participating Teacher's work year. For
10 Referred Participating Teachers assigned to a year-round school, who are off
11 track forty-five (45) calendar days before the end their work year, the process
12 described in this paragraph shall be completed prior to the unit member going
13 off track.

- 14
15 e. The results of the Referred Participating Teacher's participation in the PAR
16 Program shall be made available for placement in his or her personnel file,
17 and may be used in the evaluation of the Referred Participating Teacher.
18

19 **19.5 Miscellaneous Provisions**

20
21 19.5.1 All discussion, documents, and information relating to the participation in the PAR
22 Program will be regarded by all parties involved as a confidential personnel
23 matters subject to the personnel record exemption of the California Public Records
24 Act (Government Code section 6250 *et seq.*). The annual evaluation of the
25 Program's impact, excluding any information on identifiable individuals, shall be
26 subject to disclosure under the Public Records Act.
27

28 19.5.2 Duties performed pursuant to this Article by unit members are neither management
29 nor supervisory, and unit members retain their rights under this Agreement while
30 performing PAR Program duties or receiving assistance in the PAR Program.
31

32 19.5.3 Members of the PAR Panel and Consulting Teachers are entitled to defense and
33 indemnification for activities performed as part of the PAR Program, as set forth
34 in applicable provisions of the California Government Code (i.e. Division 3.6
35 [commencing with Section 810] of Title 1 of the Government Code).
36

37 19.5.4 Nothing herein shall modify or in any manner affect the rights of the Governing
38 Board/District or unit members under provisions of the Education Code relating
39 to the employment, classification, retention or non-reelection of certificated
40 employees, or the right of the Governing Board/District to issue disciplinary
41 notices and take disciplinary action pursuant to provisions of the Education Code.
42
43

1 **ARTICLE 20: PROCEDURE FOR DISMISSAL OR SUSPENSION OF PROBATIONARY**
2 **CERTIFICATED EMPLOYEES**

3
4 20.1 Application

5
6 This procedure applies to the dismissal or suspension during the school year of probationary
7 unit members.

8
9 20.2 Notice of Dismissal or Suspension

10
11 20.2.1 A Notice of Dismissal or Suspension shall be given by the Superintendent or the
12 Superintendent's designee at least thirty (30) calendar days prior to the effective
13 date of such action and no later than March 15 of the unit member's second
14 probationary year.

15
16 20.2.2 The Notice of Dismissal or Suspension shall include a statement of reasons for
17 such action with sufficient particularity to permit the unit member to prepare a
18 defense and notice of the opportunity to appeal. In the event of a dismissal or
19 suspension for unsatisfactory performance, a copy of the evaluation conducted
20 pursuant to the Stull Act (Education Code Section 44664) shall accompany this
21 notice.

22
23 20.3 Service of Notice

24
25 The written Notice of Dismissal or Suspension shall be served by registered or certified mail
26 or by personal service.

27
28 20.4 Suspension

29
30 20.4.1 Suspension may be proposed or determined for a specified period of time.

31
32 20.4.2 Suspension is without any pay and for a stated number of work or calendar days
33 and may be initially proposed by the Superintendent or his/her designee,
34 recommended by the hearing officer, or determined by the Governing Board.

35
36 20.4.3 When suspension is initially proposed by the Superintendent or his/her designee
37 for a specified period of time, no more severe penalty may be recommended by the
38 hearing officer or determined by the Governing Board.

39
40 20.5 Grounds for Dismissal or Suspension

41
42 20.5.1 Unsatisfactory performance as determined by an evaluation conducted in
43 accordance with the Stull Act (Education Code Section 44660-44665) and any
44 current policy, if applicable, or negotiated contract provisions.

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

2
3 20.6 Request for Hearing

4
5 The unit member shall file a written request for a hearing within fifteen (15) calendar days
6 of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the office
7 designated no later than the regular close of business on the last day of the filing period.
8 Failure to file such request in a timely manner shall be deemed a waiver of the right to a
9 hearing and the proposed action shall be effective upon action by the Governing Board
10 without notice or hearing except as may be required in a Board meeting agenda.

11
12 20.7 Conduct of Hearing

13
14 20.7.1 An administrative law judge will preside over the hearing and his/her
15 recommended decision shall be in writing and shall state findings of fact and
16 determinations of the issues. These findings shall be advisory in nature only.

17
18 20.7.2 Non-substantive procedural errors committed by the District, by a unit member,
19 the hearing officer, or the Governing Board shall not affect the decision unless the
20 errors are prejudicial.

21
22 20.8 Review by the Governing Board

23
24 The Governing Board, at its next meeting which is not less than five (5) work days after the
25 recommended decision of the hearing officer is received at the District Office, shall act upon
26 that recommended decision. If the Board decides not to approve an adverse recommended
27 decision or decides to modify a recommended decision, it shall review the transcript of the
28 proceedings, review the exhibits and listen to oral argument, if requested, as to the
29 sufficiency of cause.

30
31
32 **ARTICLE 21: COMPLAINTS CONCERNING SCHOOL PERSONNEL/PUBLIC**
33 **CHARGES**

34
35 21.1 Procedures

36
37 21.1.1 To promote communication that is fair and constructive, the following procedures
38 are for resolving complaints against unit members. Every effort should be made
39 to resolve a complaint at the earliest possible stage.

- 40
41 a. Complaints concerning unit members shall be made directly by the
42 complainant to the person against whom the complaint is lodged.
43 Parents/guardians/employees are encouraged to attempt to orally resolve
44 concerns with the unit member personally. Such an attempt shall be made
45 at a time and place mutually agreed upon prior to the meeting.

- 1 b. If the complaint is not resolved at the informal level, the complainant may
2 submit the complaint in writing to the school principal or immediate
3 supervisor. The District will consider the complaint dropped if the
4 complainant refuses or fails to put it in writing.
5
6 (1) A written complaint must include the name of each unit member
7 involved and a brief but specific summary of the complaint and the
8 facts surrounding it.
9
10 • It must also include a specific description of a prior attempt to
11 discuss the complaint with the unit member involved and the
12 failure to resolve the matter.
13
14 • When a written complaint is received, the unit member shall
15 receive a copy of the complaint within seven (7) work days.
16
17 (2) The principal or immediate supervisor is responsible for investigating
18 complaints and will attempt to resolve the complaint to the
19 satisfaction of the person(s) involved. If the complaint is resolved,
20 the principal will so advise all concerned parties, including the
21 Superintendent. Any discipline imposed shall be kept as confidential
22 as reasonably possible.
23
24 c. If the written complaint remains unresolved after review by the principal or
25 the immediate supervisor, the principal shall refer the written complaint,
26 together with a report and analysis of the situation, to the Superintendent or
27 his/her designee. The Superintendent shall render a written decision. Any
28 discipline imposed shall be kept as confidential as reasonably possible. The
29 complainant or the unit member, may request a closed hearing before the
30 Governing Board. The Board may confirm the Superintendent's decision,
31 request further review by the administration, or conduct the closed hearing.
32
33 d. All written complaints regarding unit members shall be initially filed with the
34 principal (or, if appropriate, the unit member's supervisor).
35
36 e. The District administration shall cooperate with the complainant and assist
37 in the preparation of any written complaint so as to quickly meet the
38 requirements of this section.
39

40 21.2 Hearing

- 41
42 21.2.1 No hearing, either open or closed, will be held by the Board on any complaint
43 unless the Board has received the Superintendent's written decision or report
44 concerning the complaint. The Superintendent's decision or report shall contain,
45 but not be limited to:

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

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

ARTICLE 22: DISCIPLINE LESS THAN DISMISSAL

- 22.1 The District retains the right to discipline unit members for just cause provided that in the exercise of this right, it will not act wrongfully, unjustly, or in violation of the terms of this Agreement.
- 22.2 In imposing discipline on a current issue, the District will not take into account any prior infraction which occurred more than four (4) years previously.
- 22.3 Except as disciplinary actions may be introduced in support of actions taken under Education Code Section 44932, this Article shall not be construed as modifying those provisions on dismissal for cause.

ARTICLE 23: NON-DISCRIMINATION

- 23.1 The District shall not discriminate against any unit member in respect to any matter covered in this Agreement on the basis of race, color, creed, age, sex, national origin, political affiliation, disability, sexual orientation, membership in an employee organization, or participation in the activities of a unit member organization.
- 23.2 Application forms and oral interview procedures shall not refer to membership in or preferences for unit member organizations.

1 **ARTICLE 24: TEACHER SAFETY**

2
3 24.1 Working Conditions - General

4
5 Teachers in the Yuba City Unified School District are urged to report to the site
6 administrator any condition deemed to be unsafe to students or staff. This report will be in
7 writing and will be sent to the site administrator who shall take appropriate action. Safety
8 standards shall be determined through CAL OSHA.
9

10 24.2 Personal Property Protection

11
12 The District shall reimburse teachers for actual and necessary out-of-pocket expenses not
13 otherwise covered by District or the teacher's personal insurance coverage for costs incurred
14 as a result of battery on the teacher occurring during the scope and course of the teacher's
15 employment.
16

17 24.3 Assault or Battery on Teachers

18
19 Whenever any teacher is attacked or assaulted by any pupil, it shall be the duty of such
20 teacher and the duty of any person under whose direction or supervision such unit member
21 is employed who has knowledge of such incident, to promptly report the same to the
22 appropriate law enforcement authorities of the county or city in which the attack or assault
23 occurred.
24

25 24.4 Teacher Suspension of Pupil

26
27 The District shall provide each teacher once yearly with a copy of applicable Law and
28 Governing Board Policy concerning teacher rights in the suspension of a pupil.
29

30 24.5 Notice Regarding Student Offenses

31
32 The District shall inform the teacher of every student in his/her class who has engaged in,
33 or is reasonably suspected of, any act during the previous three (3) years which could
34 constitute grounds for suspension or expulsion under Education Code 48900, with the
35 exception of the possession or use of tobacco products. This information shall be based
36 upon written District records or records received from a law enforcement agency. This
37 information shall be kept confidential.
38

39 24.6 Community Service Workers

40
41 The District will request that community service work done by the probation department not
42 be done when students are on campus. No community service work will be provided by any
43 person who is incarcerated based upon a conviction or plea to any sex or narcotic section
44 violation enumerated in Education Code Section 44010 or 44011.
45

1 **ARTICLE 25: SUMMER SCHOOL**
2

3 Openings will be posted at the schools as soon as the District is firm on financing and numbers of
4 students. This posting will take place prior to openings of positions to persons outside the District.
5 Regularly employed teachers of the District shall be given first consideration over teachers outside
6 the District for summer school placement.
7

8 25.1 Teacher Pay
9

10 See Appendix C (Extra Pay/Extra Duty) for the hourly rate of pay.
11

12 25.2 School Nurse Pay
13

14 A school nurse who is called in to work during Summer School will receive his/her hourly
15 rate of pay for the time worked.
16
17

18 **ARTICLE 26: PERSONNEL FILES**
19

20 26.1 A certificated unit member shall be given a copy of any materials to be placed in his/her
21 personnel file. A certificated unit member shall be given an opportunity to prepare written
22 comments on any evaluation or any other writing before it is placed in his/her personnel file.
23 Those comments will be attached to the material placed in the personnel file.
24

25 26.2 If writings to be placed or found in the personnel file are negative or derogatory, the
26 certificated unit member may review the material on released time without loss of
27 compensation. The unit member shall endeavor to review the material at a time when he/she
28 is free from required student contacts or conferences with parents or administrators.
29

30 26.3 Every certificated unit member shall have the right to inspect materials in the personnel file
31 upon request in the presence of a designated representative of the Superintendent provided
32 that the inspection is made at a time when such person is free from required student contacts
33 or conferences with parents or administrators.
34

35 26.4 The District shall maintain the certificated employee’s personnel file at the District Office.
36
37

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 for
6 at least fourteen (14) consecutive years, and who elect to retire will receive an additional one
7 time payment of One Thousand Seven Hundred Fifty Dollars (\$1750) upon retirement.

8
9 27.1.1 The Teachers Salary Schedule at Column V, Step 13 or beyond; or

10
11 27.1.2 The Psychologist Salary Schedule at the highest step.

12
13 27.2 Available Early Retirement Programs

14
15 A unit member may select only one (1) of the three (3) early retirement programs set forth
16 in this paragraph (27.2). Unit members will be eligible for the District’s early retirement
17 programs under the following conditions:

18
19 27.2.1 Health Benefits

20
21 a. Eligibility

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

22
23
24
25
26
27
28
29
30 * Years of service to District must be consecutive immediately preceding
31 date of retirement.

32
33 b. Unit members will receive the medical, dental and vision benefits, including
34 spousal coverage where appropriate, until age sixty-five (65) or a maximum
35 of nine (9) consecutive years which, ever is less.

36
37 c. A unit member must serve written notice to the District of his/her plan to
38 retire at least by: (1) March 1st of any year for eligibility for the next fiscal
39 year; or (2) at least three (3) months in advance if a retirement is to take
40 place during the school year.

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 paragraph
11 A.3. (plus dental and vision). The District shall have the
12 discretion of selecting the form of premium rate most
13 advantageous to the District, i.e. composite vs. tiered rate. If
14 a Retiree chooses a more expensive plan, he/she shall pay the
15 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 (minus
24 life insurance), the District will pay the premium rate for the
25 retiree for the base plan established by YCTA in Appendix D
26 at paragraph A.3 (plus dental and vision). The District shall
27 have the discretion of selecting the form the premium rate
28 most advantageous to the District, i.e. composite vs. tiered
29 rate. If a Retiree chooses a more expensive plan, he/she shall
30 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 a. Only full-time unit members are eligible (full-time equivalents who work a
42 standard school year).
43
- 44 b. Eligibility begins at fifty-five (55) years of age.
45

- 1 c. Based on the analysis of the cost associated with the implementation of the
2 early retirement credit program, there must be no net costs to the District as
3 certified by the request for Certification of No Cost for Implementation of an
4 Early Retirement Credit Program.
5
6 d. A unit member must serve written notice to the District of his/her plans to
7 retire at least by March 1st of the year of eligibility.
8
9 e. Unit member retirement dates must correspond to the “Golden Handshake
10 Window Period” established by the Governing Board.
11
12 f. A unit member must be on Column V, Step 13, for at least one (1) year to
13 qualify.
14
15 g. Only fifteen (15) unit members will be selected in any one (1) year. If more
16 than fifteen (15) unit members apply, eligible unit members will be selected
17 on the basis of number of years in the District and age. The unit member
18 with the most seniority will be selected first. When seniority is equal, age
19 will be the determining factor.
20

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

26 27.2.3 One Time Buy-Out Plan

- 27
28 a. Unit members will be eligible for the Early Retirement One-Time Buy-Out
29 Plan under the following conditions:
30
31 (1) Unit members who are eligible must notify the District in writing
32 between March 31 and May 15 of the calendar year of eligibility.
33
34 (2) Unit members must have reached the age of sixty (60) by June 30 of
35 the calendar year of eligibility at which time retirement would take
36 effect.
37
38 (3) Only full-time unit members who are on paid status, have fifteen (15)
39 years of effective District service (see 27.2.1.a) and are on one of the
40 following schedules, at the designated step, are eligible:
41
42 • The Teacher’s Salary Schedule at Column V, Step 13 or
43 beyond; or
44
45 • The Psychologist Salary Schedule at the highest step.

- 1 b. For unit members who meet the conditions above, the District agrees to make
2 a one-time payment of twenty-five percent (25%) of the unit member's last
3 year's base salary to the unit member.
4

5
6 **ARTICLE 28: PROFESSIONAL GROWTH**
7

8 Teachers with clear teaching credentials issued after August 31, 1985, shall be responsible for
9 developing an individual professional growth program consisting of one hundred fifty (150) clock
10 hours of participation in activities which will endeavor to enhance their instructional competency,
11 performance, and effectiveness. These activities shall be consistent with those defined in
12 Administrative Code, Title 5, regulations as described in "The California Professional Growth
13 Manual."
14

15 All principals, assistant principals, and full-time vice principals shall be the designated professional
16 growth advisors.
17

18
19 **ARTICLE 29: EMERGENCY DAYS**
20

21 If all classes at any school or schools must be canceled due to weather or other unforeseen
22 circumstances, the Governing Board of the Yuba City Unified School District will apply for a
23 waiver from the California State Department of Education. If the waiver is granted, the Board will
24 accept the waiver and those days that classes were canceled will not be made up.
25

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

31 Any days not waived by the State will be considered make-up days and will be a part of the regular
32 contract work year.
33

34
35 **ARTICLE 30: SAVINGS PROVISIONS**
36

37 If any provisions of this Agreement are held to be contrary to law by a court of competent
38 jurisdiction or decisions by the Public Employment Relations Board (PERB), such provisions will
39 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions
40 will continue in full force and effect.
41
42

1 **ARTICLE 31: EFFECT OF AGREEMENT**

2
3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
4 over District policy and procedures to the extent that those provisions are not in contradiction to
5 State law.
6

7
8 **ARTICLE 32: COMPLETION OF MEETING AND NEGOTIATING**

9
10 The Association and the District mutually agree that this Agreement covers all matters upon which
11 they require agreement for the term of this Agreement. Accordingly and in consideration of the
12 promises herein made, each party agrees to defer, until the time to negotiate a new agreement to
13 follow the expiration of this Agreement, meeting and negotiating on any subjects, excepting those
14 items described in Article I, whether or not these subjects are presently contemplated by either or
15 both of the parties.
16

17
18 **ARTICLE 33: ENGLISH DEPARTMENT**

19
20 The District will provide the Yuba City Unified High School English Department, on a daily basis,
21 two (2) three and one-half (3 ½) hours classified instructional aides (.7 FTE) for the purpose of
22 assisting the Department teachers who teach five (5) periods of English with clerical and other
23 functions desired by the teachers and approved by the administration, which the instructional aides
24 are lawfully entitled to render.
25

26
27 **ARTICLE 34: FAIR SHARE REPRESENTATION FEE (Effective September, 1992)**

28
29 34.1 Fair Share (Representation Fee)

30
31 34.1.1 Any unit member who is a member of the Yuba City Teachers
32 Association/CTA/NEA, or who has applied for membership, may sign and deliver
33 to the District an assignment authorizing deduction of unified membership dues,
34 initiation fees and general assessments in the Association. Pursuant to such
35 authorization, the District shall deduct one-twelfth (1/12) of such dues from the
36 regular salary check of the unit member each month for twelve (12) months.
37 Deductions for unit members who sign such authorization after the commencement
38 of the school year shall be appropriately prorated to complete payments by the end
39 of the school year.
40

41 34.1.2 Any unit member who is not a member of the Yuba City Teachers
42 Association/CTA/NEA, or who does not make application for membership within
43 thirty (30) days of the effective date of this Agreement, or within (30) days from
44 the date of commencement of assigned duties within the bargaining unit, shall
45 become a member of the Association or pay to the Association a fee in an amount

1 equal to unified membership dues, initial fees and general assessments, payable to
2 the Association in one lump sum cash payment in the same manner as required for
3 the payment of membership dues, provided, however, that the unit member may
4 authorize payroll deduction for such fee in the same manner as provided in
5 Section 34.1.1 of this Article. In the event that a unit member shall not pay such
6 fee directly to the Association, or authorize payment through payroll deduction as
7 provided in Section 34.1.1, the Association shall so inform the District, and the
8 District shall immediately begin automatic payroll deduction as provided in
9 Education Code Section 45061 and in the same manner as set forth in
10 Section 34.1.1 of this Article. There shall be no charge to the Association for such
11 mandatory representation fee deductions.
12

13 34.1.3 Any unit member who is a member of a religious body whose traditional tenets or
14 teachings include objections to joining or financially supporting employee
15 organizations shall not be required to join or financially support YCTA/CTA/NEA
16 as a condition of employment; except that such unit member shall pay, in lieu of
17 a service fee, sums equal to such service fee to one of the following non-religious,
18 non-labor organizations, charitable funds exempt from taxation under
19 section 501(c)(3) of Title 26 of the Internal Revenue Code:
20

- 21 a. Foundation to Assist California Teachers
- 22
- 23 b. Casa de Esperanza
- 24
- 25 c. Crippled Children
- 26
- 27 d. Special Olympics
- 28
- 29 e. American Cancer Society
- 30
- 31 f. Alcoholics Anonymous
- 32
- 33 g. Parents' Place
- 34
- 35 h. A charity, as defined above, of the unit member's choice.

36
37 Such payment shall be made on or before December 1 of each school year.
38

39 34.1.4 Proof of payment and a written statement of objection along with verifiable
40 evidence of membership in a religious body whose traditional tenets or teachings
41 object to joining or financially supporting employee organizations, pursuant to
42 Section 34.1.3 above, shall be made on an annual basis to the Association and
43 District as a condition of continued exemption from the provisions of
44 Sections 34.1.1 and 34.1.2 above. Proof of payment shall be in the form of receipts
45 and/or canceled checks indicating the amount paid, date of payment, and to whom

1 payment in lieu of the representation fee has been made. Such proof shall be
2 presented on or before December 1 of each school year.

3
4 34.1.5 Any unit member making payments as set forth in Sections 34.1.3 and 34.1.4
5 above, and who requests that the grievance or arbitration of provisions of this
6 Agreement be used in his or her behalf, shall be responsible for paying the
7 reasonable cost of using said grievance or arbitration procedures.

8
9 34.1.6 With respect to all sums deducted by the District pursuant to Sections 34.1.1
10 and 34.1.2 above, whether for membership dues or representation fee, the District
11 agrees promptly to remit such monies to the Association accompanied by an
12 alphabetical list of unit members for whom such deductions have been made,
13 categorizing them as to membership or non-membership in the Association, and
14 indicating any changes in personnel from the list previously furnished.

15
16 34.1.7 The Association agrees to furnish any information needed by the District to fulfill
17 the provisions of this Article.

18
19 34.1.8 Indemnification and Hold Harmless

20
21 a. Yuba City Teachers Association/CTA/NEA agrees to pay to the District all
22 reasonable legal fees and legal costs incurred by the District in defending
23 against any court action and/or administrative action before the Public
24 Employment Relations Board challenging the legality or constitutionality of
25 the agency fee provision of this Agreement or their implementation. The
26 Association agrees that payments under this provision shall be made on a
27 semi-annual basis.

28
29 b. Yuba City Teachers Association/CTA/NEA agrees to indemnify and hold the
30 District harmless from any award or judgment which may result from a court
31 action or administrative action referenced in Section 34.1.8.a. above.

32
33 c. The Association shall have the exclusive right to decide and determine
34 whether any such action or proceeding referred to in Section 34.1.8.a or
35 34.1.8.b shall or shall not be compromised, resisted, defended, tried or
36 appealed.

37
38
39 **ARTICLE 35: SITE BASED DECISION MAKING**

40
41 35.1 The District will work in partnership with the Association to provide regular training
42 regarding site based decision making to unit members and to the members of each school
43 site council.

1 35.2 The District and the Association recognize that circumstances occur when employees at a
2 work site may wish to implement a program, process, etc. that requires a deviation from a
3 term or provision of the collective bargaining agreement or an established practice affecting
4 wages, hours or terms and conditions of employment. The terms of the collective bargaining
5 agreement or the practice may be suspended or modified in accordance with this Agreement.
6

7 35.2.1 Either the site administrator or an employee(s) at a work site may propose a
8 change.
9

10 a. The proposal shall be considered at two (2) staff meetings.
11

12 (1) The change will be presented at the first staff meeting for discussion
13 only.
14

15 (2) The proposal shall be reduced to writing by the initiator of the
16 proposal and further discussed at a second meeting. The Association
17 may submit a letter of opinion regarding the proposal which shall be
18 made available to the employees at the meeting.
19

20 (3) There shall be a vote by “secret ballot” which may occur at the
21 second meeting. The Association will be notified at least three (3)
22 working days before a secret ballot vote is taken. Votes will be
23 counted by the principal (or designee) and site rep (or designee) and
24 announced at the meeting.
25

26 b. If at least seventy-five percent (75%) of the teachers at the site affected by
27 the change vote yes, the modification shall be submitted:
28

29 (1) First to the YCTA Executive Board for review and approval; and
30

31 (2) Second, if approved by the Association, to the Superintendent for
32 review and approval.
33

34 35.2.2 If approved by the Superintendent, the modification shall be effective for no longer
35 than the school year for which the change was proposed. Any continuation would
36 require another vote.
37
38

39 **ARTICLE 36: SEXUAL HARASSMENT**

40
41 All discipline less than dismissal (see Article 22) imposed pursuant to the District’s sexual
42 harassment policy shall be subject to the relevant provisions of the contract grievance procedure.
43
44

1 **ARTICLE 37: CALENDAR COMMITTEE**

2
3 37.1 A Calendar Committee shall be established to develop a recommendation for the student
4 attendance calendar.

5
6 37.2 The Committee shall be comprised of six (6) members appointed by the Association and six
7 (6) members appointed by the District. Membership should include representatives from
8 Year Round Schools. The District will also request that the Classified Association appoint
9 six (6) members.

10
11 37.3 The Calendar Committee shall submit proposed calendars to the District and the YCTA
12 bargaining team by January 1, for approval.

13
14
15 **ARTICLE 38: DISTRICT AND SITE PANELS AND COMMITTEES**

16
17 The District and YCTA agree that an understanding exists that active panels or committees (whether
18 ad hoc or prescribed) should not take action nor make decisions that violate collective bargaining
19 agreements or side letters of agreement.

20
21
22 **ARTICLE 39: STAFF DEVELOPMENT DAYS**

23
24 *Note: The parties have jointly determined, based on State decisions regarding education*
25 *funding, that there shall be no staff development days in 2009/2010 and 2010/2011. As*
26 *a result, the salary schedule and work year have been adjusted as specified in Article 39*
27 *(the work year for unit members decreased by two (2) workdays for staff development and*
28 *the salary schedule decreased by 1.1%). The issue of staff development days will, however,*
29 *continue to be a matter of annual negotiations commencing with the 2011/2012 year.*

30
31 39.1 Annual Negotiations

32
33 39.1.1 Based on the desire and intent of the District and the Association that there is to be
34 a continuing staff development program in the District, the parties agree that the
35 staff development programs will be a subject of negotiations during each school
36 year of this Agreement.

37
38 a. However, unless the parties agree otherwise before June 30 of each year for
39 the coming school year, through the collective bargaining process, the
40 program shall be effective only for the current school year.

41
42 b. Specifically, unless the parties agree otherwise before each June 30 through
43 the collective bargaining process, the provisions of the Side Letter
44 implementing the program will become null and void on that June 30, and the
45 work year length will revert to the status quo prior to the agreement on the

1 1999-2000 staff development pilot program, and the salary schedule will be
2 adjusted to reflect the 1998-99 salary schedule plus any subsequently
3 negotiated percentage increase(s).
4

5 39.1.2 Any agreement reached shall be embodied in a Side Letter which is effective only
6 for the designated year.
7

8
9 **ARTICLE 40: RIGHT TO CONSULT ON CURRICULAR ISSUES**

10
11 40.1 Preamble
12

13 40.1.1 Government Code 3543.2(a) states that “the exclusive representative of certificated
14 personnel has the right to consult on the definition of educational objectives, the
15 determination of the content of courses and curriculum and the selection of
16 textbooks to the extent such matters are within the discretion of the public school
17 employer under the law.”
18

19 40.1.2 The District respects and appreciates the advice and counsel of its teachers in
20 preparing recommendations related to the selection of textbooks, the content of
21 courses and curriculum, and in the definition of educational objectives.
22

23 40.1.3 To facilitate the consultation process in such matters, the District and YCTA agree
24 to establish the following processes and procedures.
25

26 40.2 Joint Meet and Consult Committee
27

28 Meet and Consult is a joint YCTA and District committee, where the advice and counsel of
29 teachers can be heard with regards to Curriculum and Instruction decisions for the District.
30

31 40.2.1 The specific committee shall be comprised of teachers who represent certain
32 populations of students: K-5, 6-8, and 9-12. There may be meetings of just the K-
33 5, 6-8, or 9-12 subcommittees.
34

35 40.2.2 If appropriate, larger groups may be formed, such as K-8 (by combining the K-5
36 and 6-8 committees) or 6-12 (by combining the 6-8 and 9-12 committees). There
37 may be times when it is appropriate for the entire committee to meet.
38 Subcommittees shall be organized to address curriculum and instruction issues
39 specific to different grade level groupings. The discussion in these specific groups
40 will allow for the advice and counsel of teachers with direct experience at the
41 impacted grade levels and will allow more sites to actively participate in the
42 consultation dialog.
43

1 40.3 Sub-Committees

2
3 YCTA shall designate members to serve on the following subcommittees of Meet and
4 Consult:

5
6 40.3.1 Six (6) members of the K-5 subcommittee with each member representing two (2)
7 schools. One (1) of the two (2) schools they represent must be their current
8 assignment.

9
10 40.3.2 Seven (7) members of the 6-8 subcommittee with one (1) representative for each
11 school with grades 6-8.

12
13 40.3.3 Seven (7) members of the 9-12 subcommittee with one (1) representative for
14 Albert Powell and three (3) from each of the comprehensive high schools with one
15 (1) representative each for Math, English, and one other. APHS (1), YCHS (1
16 Math, 1 ELA, 1 other), and RVHS (1 Math, 1 ELA, and 1 other).

17
18 40.3.4 YCTA shall inform the District of its representatives to the subcommittees no later
19 than August 30 of each school year.

20
21 40.3.5 The Superintendent shall designate the Assistant Superintendent for Educational
22 Services and up to three (3) staff members as members for each subcommittee.

23
24 40.4 Meeting Dates

25
26 The Assistant Superintendent for Educational Services shall annually establish meeting dates
27 for the subcommittees.

28
29 40.4.1 The three (3) subcommittees shall alternate monthly meetings. By way of
30 example, the K-5 committee may meet in the first month, the 6-8 committee in the
31 second month and the 9-12 in the third month. Subcommittees may also be
32 combined to consider issues that impact grade levels within both subcommittees.

33
34 40.4.2 Meeting dates shall be established at least once a month for all months excluding
35 any month in which there are less than five (5) student attendance days.

36
37 40.4.3 A list of meeting dates shall be sent to the YCTA President no later than July 30
38 of the current year.

39
40 40.4.4 Additional meetings may be scheduled as needed.
41

1 40.5 Miscellaneous Provisions

2
3 40.5.1 If YCTA fails to identify members of the Meet and Consult subcommittee by
4 August 30, the District may proceed with the business of the committee. In such
5 case, the Assistant Superintendent shall forward notice of meetings to the YCTA
6 President.

7
8 40.5.2 The Assistant Superintendent for Educational Services shall prepare agendas for
9 the meetings. Committee members are encouraged to forward items for the agenda
10 to the Assistant Superintendent ten (10) days in advance of the meeting. The
11 agenda for each meeting shall be sent to all members of the committee five (5)
12 days in advance of the meeting. Items may be added to the agenda at the meeting,
13 but all parties understand that items placed on the agenda at the meeting and
14 requiring a recommendation may be deferred to a subsequent meeting due to a lack
15 of information or time for a full discussion.
16

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);
 6. encourages active involvement of students;

- 1 7. uses a variety of activities and materials by which students obtain information
2 leading to development of objectives;
- 3
- 4 8. provides a variety of activities by which students share knowledge with
5 classmates and reinforce their own learnings;
- 6
- 7 9. insures that prerequisite learnings are effected prior to more difficult or
8 complex learnings;
- 9
- 10 10. provides opportunities for students to draw generalizations from facts and to
11 state them accurately, to distinguish cause and effect relationships, to create,
12 and to make decisions;
- 13
- 14 11. develops an atmosphere that encourages students' learning by:
15
 - 16 a. treating all students in a positive manner;
 - 17
 - 18 b. showing interest/enthusiasm in the unit/course study;
 - 19
 - 20 c. helping students develop a positive self-image by:
21
 - 22 i) striving for success in every student,
 - 23
 - 24 ii) emphasizing what students have learned rather than what they
25 have not learned;
 - 26
- 27 12. uses a variety of ways to evaluate student accomplishment of stated objectives;
- 28
- 29 13. provides remedial and enrichment activities as needed;
- 30
- 31 14. provides evidence of students' achievement;
- 32
- 33 15. maintains control in the classroom.
- 34

35 II. Instructional Support Guidelines

- 36
- 37 A. Direct contact in the classroom comprises the primary responsibilities of teachers.
38 It is recognized, however, that learning is not limited to the physical limits of the
39 classroom, and that teachers have a responsibility for mental, physical, and
40 emotional growth of students at all times that school is in session, including
41 extensions of the normal school day and other school activities. These teacher
42 activities include the following:
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The teacher:

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

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

**CERTIFICATED SALARY SCHEDULE
2009/2010**

	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	36735	36735	36735	39337		
2	36735	36735	37840	39338	39542	
3	36735	36735	38977	39340	42903	45452
4	36735	36735		41991	44189	46815
5	36735	36735		43252	45513	48219
6	36735	39098		44549	46877	49667
7	38592	40841		46329	48764	51653
8		42165		48184	50704	53719
9		43893		50109	52732	55868
10				52114	54842	58102
11				54200	57036	60427
12				56367	59314	62843
13-14-15						65356

For Placement on Longevity Steps see Footnote #4
--

16-17-18-19	(+1250 Longevity)	66606
20-21-22-23	(+1500 Longevity)	68106
24-25-26	(+1750 Longevity)	69856
27-28-29	(+2000 Longevity)	71856
30-30+	(+2000 Longevity)	73856

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.

**Yuba City Unified School District
PSYCHOLOGIST SALARY SCHEDULE
2009/2010**

Step 1	Step 2	Step 3	Step 4	Step 5
62232	65034	67960	71018	74215

This is based on a one hundred ninety-five (195) 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-four (24) years in the District (*effective beginning in the 2011/2012 school year*).
- D. An additional Two Thousand Dollars (\$2,000) with the equivalent of twenty-seven (27) years in the District (*effective beginning in the 2011/2012 school year*).
- E. An additional Two Thousand Dollars (\$2,000) with the equivalent of thirty (30) years in the District (*effective beginning in the 2011/2012 school year*).
- F. An additional Two Thousand Dollars (\$2,000) starting with the equivalent of thirty-three (33) years in the District (*effective beginning in the 2011/2012 school year*).

**Yuba City Unified School District
 PRESCHOOL AND CHILDREN'S CENTER SALARY SCHEDULE
 2009/2010**

	I 30-59 Units	II 60- BA Units	III 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
(2009/2010)**

Section 1. Activities Director

A. Activities Director for RVHS

1. The Activities Director shall have a work year equivalent to the number of days of a teacher.
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. The Activities Director shall have a work year equivalent to the number of days of a teacher.
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.	Football (Varsity-Head)	\$3,087	\$3,258	\$3,430	\$3,773	\$4,116
2.	Baseball (Varsity-Head)	\$2,744	\$2,915	\$3,087	\$3,430	\$3,773
	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)					
	Baseball (Varsity Assistant)					
	Basketball (Freshman-Head)					

Position	Class I	Class II	Class III	Class IV	Class V
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)					
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. The Athletic Director shall have a work year equivalent to the number of days of a teacher.
 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. The Athletic Director shall have a work year equivalent to the number of days of a teacher.
 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.

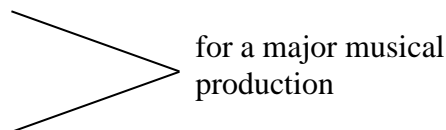
Section 13. Mileage

*\$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
- 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.

$\frac{1}{2}$ (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:

- 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: _____