

TENTATIVE AGREEMENT

between the

Chico Unified School District


and the

Chico Unified Teachers Association

The Parties agree to the following modifications (**bold**) of the collective bargaining agreement.


Merrilee Anzalone, CUTA Bargaining Chair

12-5-2013
Date


Bob Feaster, Assistant Superintendent

12-5-13
Date

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ARTICLE 6

HOURS OF EMPLOYMENT

6.1 Hours of Employment for Unit Members Employed for the Regular School Year

The definition of instructional minutes under this provision will conform to law.

6.1.1 Full-Time Classroom Teachers Except as Specifically Noted

6.1.1.A Total Work Days

The regular school year for classroom teachers shall consist of a total of one hundred eighty-three (183) workdays. The regular school year for classroom teachers on a year-round schedule with one (1) or two (2) tracks shall consist of a total of one hundred eighty-three (183) workdays. The regular school year for classroom teachers on a year-round schedule with three (3) or more tracks shall consist of a total of one hundred eighty (180) workdays. One day prior to the start of school shall be a non-student work day for classroom preparation and administrative meeting time (such as Staff Meetings, Department Head meetings, Department meetings, Grade level meetings, New Teacher meetings, etc.) shall be kept to a minimum, not to exceed three (3) hours total.

6.1.1.A.1. All classroom teachers shall be required to be present as assigned by the District on each workday during the regular school year, unless otherwise excused.

6.1.1.A.2 Of the total one hundred eighty-three (183) workdays during the regular school year, there shall be a total of one hundred eighty (180) teaching workdays. Of the remaining three (3) days, two (2) shall be considered non-teaching workdays, and one shall be a mandatory District-scheduled staff development day. Of the total one hundred eighty (180) workdays for teachers on a year-round schedule with three (3) or more tracks, there shall be a total of one hundred seventy-seven (177) teaching workdays. Of the remaining three (3) days, two (2) shall be considered non-teaching workdays and one shall be a mandatory District-scheduled staff development day. The District will consult with CUTA before scheduling the before-school Staff Development day.

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The District may schedule up to four (4) District-wide meetings each year. None of these District-wide meetings shall go beyond 5:00 p.m.

Each of these District-wide meetings may begin in excess of fifteen minutes beyond the student day as referenced in 6.1.1.B.2.c. The District will provide unit members with at least forty-five (45) calendar days notice of these meetings.

These meetings shall be attended by all unit members unless excused by their respective supervisors.

6.1.1.A.2.a.1) There will be two Initial Parent Conferencing days for K- 6 teachers at elementary school sites. For classes exceeding 20 students (excluding special day students) there shall be one additional, non-teaching, parent/teacher conference day. Conference days may be scheduled in full or half-day increments with the approval of the site principal. The determination will be based upon the availability of a qualified substitute teacher to cover the class. Whenever possible, when scheduling half days, classes will be combined to utilize one substitute teacher for two classes.

6.1.1.A.2.a.2) At least one of the two Initial Parent Conferencing Days for K-6 teachers shall be a non-student day.

6.1.1.A.2.a.3) If an Initial Parent Conferencing Day is a student day, the district shall provide appropriate lesson plans for use by the substitute teacher.

6.1.1.A.2.a.4) If an Initial Parent Conferencing Day is a student day, the district shall provide an appropriate setting for the conferences.

6.1.1.A.2.a.5) The teacher may determine the date of the second and/or third conferencing day(s) subject to scheduling of substitutes and facilities.

Added
2001-02

Revised
1989-90

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6.1.1.A.3 The scheduling of all work days, both teaching and non-teaching, during the regular school year shall be at the discretion of the District after prior consultation with CUTA.

6.1.1.A.4 The regular work year for unit members may be modified by mutual written agreement between the individual unit member and the District, with notice to the Association. The unit member must notify the Association of her/his intent to modify the work year. If written agreement is reached, such agreement shall be in effect for one (1) year.

Renumbered
2004-05

6.1.1.A.5 Unit members may be eligible or exchange days subject to the following conditions:

6.1.1.A.5.a A teacher who is teaching in an on-track assignment may be permitted to exchange instructional days with a unit member who is credentialed to teach the on-track assignment.

6.1.1.A.5.b Exchange days are to be used only for occasions where the contract does not provide a leave for the desired purpose.

6.1.1.A.5.c A District exchange arrangement shall be agreed upon by the affected teachers and must be approved by the principal at least five (5) days prior to the exchange period. The District exchange agreement shall be signed by all parties prior to the exchange period.

6.1.1.A.5.d Pay back of exchange days is the responsibility of the involved unit members. The District bears no responsibility for the enforcement of private exchange day agreements between individual unit members nor shall the District be liable for the payment of additional compensation based upon any teacher working beyond his/her contracted work year due to unreimbursed exchange days.

6.1.1.A.5.e If an exchange is denied, the teacher shall be provided, upon request, written confirmation that the request has been considered, denied and the reasons therefore.

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6.1.1.B Hours on Teaching Work Days

All classroom teachers shall be required to work the following hours on teaching workdays as scheduled at the discretion of the District.

6.1.1.B.1 Student Day Time

Revised
2004/05

6.1.1.B.1.a K-6 Classroom Teachers Working in Elementary Schools

6.1.1.B.1.a.1) Elementary Preparation Time

Revised
2001-02

In addition to the classroom preparation time specified in the Non-Student Day Time section of the Agreement, each K-6 teacher may request and receive the following preparation time to be delivered as follows. All minutes referred to below are based on student instructional minutes.

- (a) Kindergarten Teachers will receive the following:

Thirteen (13) half days of substitute prep time and sixty (60) minutes per week of partner release time (referred to in 6.1.1.B.1.b.2).

- (b) Teachers of grades one through three will receive:

Eleven (11) full sessions of prep time and thirteen (13) one-half sessions of prep time to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required. Each full session is one hundred thirty (130) minutes and each half session is sixty-five (65) minutes of student instruction. In addition, seven (7) half days of substitute prep time may be taken in either full or half day increments. When half-day substitute prep time is combined with one of the eleven (11) full sessions above, the length of the substitute half-day is the time needed to complete the student day.

- (c) Teachers of grades four through six at Elementary School Sites will receive the following:

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Eleven (11) full sessions of prep time and thirteen (13) one-half sessions of prep time to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required. Each full session is one hundred thirty-five (135) minutes and each half session is sixty-five (65) minutes of student instruction. In addition, seven (7) half days of substitute prep time may be taken in either full or half day increments. When half-day substitute prep time is combined with one of the eleven (11) full sessions above, the length of the substitute half-day is the time needed to complete the student day. Also, each teacher (except those teaching third and fourth grade combination classes which qualify for class size reduction categorical statutory funding) will receive at least thirty-four (34) sessions of thirty (30) minutes of prep time per year to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required.

Revised
2004/05

- (d) Teachers of Pre School and Elementary Special Day Classes (SDC) will receive the following:

Twelve days of prep time to be taken in full or half-day increments delivered by substitute teachers.

Revised
2004/05

The Elementary Prep Time Task Force recommendations dated May 14, 2002 are included as Appendix J for historical reference only. The Elementary Prep Time Task Force is a subcommittee of bargaining, structuring its meeting dates to meet the needs that arise during each school year. A minimum of one meeting each year will be designated to evaluate the existing programs and also review the facilities issue. The Task Force will forward minutes, if taken, and recommendations, if any, from all meetings to the respective bargaining teams and will schedule the first meeting no later than February 1 of each school year.

- 6.1.1.B.1.a.2) (a) The teacher shall use the scheduled

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preparation time for classroom preparation work.

(b) The teacher shall determine where s/he will perform classroom preparation work.

(c) The teacher will have provided the site administrator with appropriate phone number(s) should s/he need to be contacted and shall be available by phone during normal work hours.

(d) If there is not adequate substitute coverage, the site administrator may require the teacher to report to the school to teach his/her class. The teacher shall return as soon as reasonably possible.

(e) The District agrees to pay two (2) hours of *call-in* pay to the teacher directed to return to campus to instruct his/her classroom. The teacher shall be paid at 2/7 of the teacher's daily rate for reimbursement of past and future lost preparation time having to prepare lessons for a substitute teacher.

6.1.1.B.1.a.3) On the first non teaching work day the prep time teachers in collaboration at each site will design the schedules for prep time sessions so that they are as evenly spaced as possible. The District has the final determination on these schedules as well as days and hours for preparation time, including preparation time provided by substitutes. The scheduling shall be as equitable as possible from site to site.

6.1.1.B.1.a.4) The District may direct the teacher to perform **tasks** other than class preparation duties during the preparation time provided such duties are limited to emergency situations as deemed necessary by the District.

6.1.1.B.1.b Kindergarten Teachers

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6.1.1.B.1.b.1) One (1) two hundred (200) minute teaching session as principal classroom teacher or not more than one (1) two hundred five (205) minute teaching session as principal classroom teacher in year-round schools with three or more tracks.

6.1.1.B.1.b.2) Not more than an additional sixty (60) minutes during which time said teacher will, at District discretion,

a) serve as a teacher assistant to another on-site kindergarten teacher, or

b) serve as a teacher assistant to assist students in a first grade class with their developmental skills, or

c) serve as a teacher assistant to assist students in a second or third grade class with their developmental skills (limited to teachers employed and/or voluntarily transferred into a kindergarten class after October 1, 1982), or

d) perform preparatory work for said teacher's own classes, or

e) by mutual agreement of the teacher and the site principal, the teacher may work with students in the class regularly assigned to him/her.

6.1.1.B.1.c) Teachers of Grades One (1) Through Three (3)

Revised
2004-05

6.1.1.B.1.c.1) Not more than two hundred eighty (280) minutes of teaching in traditional and one track YRE schools plus recess supervision. Not more than two hundred eighty-six (286) minutes of teaching plus recess supervision in year-round schools with three or more tracks.

6.1.1.B.1.d) Teachers in Elementary Schools of Grades Four (4) Through Six (6) and Elementary Music Teachers:

Revised
2004-05

6.1.1.B.1.d.1) Not more than three hundred (300) minutes of teaching in traditional and one track YRE schools plus recess supervision. Not more than three hundred seven

(307) minutes of teaching plus recess supervision in year-round schools with three or more tracks.

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6.1.1.B.1.e Teachers in Junior High Schools and High Schools

Revised
2004-05

6.1.1.B.1.e.1) Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the District. If by mutual agreement, the teacher's teaching periods and preparation period extend beyond six (6) consecutive periods, the teacher's total student day time will remain unchanged. Such mutual agreement shall be in writing and a copy forwarded to the Association.

6.1.1.B.1.e.2) Additional Sixth Period Class

A full-time teacher may volunteer and may be appointed by the District to teach an "additional Sixth Class." The weekly class time for the Additional Sixth Class will be equivalent in length to the weekly class time for the other classes at the school. This extra class assignment may be terminated by the teacher at the end of the grading period (i.e., at the end of the quarter for a quarter class; at the end of a trimester for a trimester class; at the end of a semester for semester and year classes with a minimum of three [3] weeks' notice to the District prior to the end of the semester). The District reserves the right to terminate the class at its discretion. The teacher shall perform all additional work related to the Additional Sixth Class. The teacher's teaching periods and preparation period will extend beyond the regular six (6) consecutive periods. The class size provisions in Article 7, Class Size, of this Agreement are applicable to the Additional Sixth Class, with the exception of the maximum of 175 students assigned provision which may be increased to a maximum of 210 assigned students.

6.1.1.B.1.e.3) One (1) preparation period equivalent in length of time to one (1) of the teaching periods at the

school will be assigned to teachers. The District may request a teacher to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations as deemed necessary by the District. Pay for teaching a class during a unit member's preparation period, when assigned by the administration, shall be one-seventh (1/7th) of the unit member's daily rate of pay.

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6.1.1.B.1.e.4) The District may assign a maximum of twelve (12) advisory periods per school year to unit members. These shall not be teaching periods as defined in this Article. All teaching periods, the advisory period, and the preparation period shall, however, be held within the period of the day normally allotted to teaching periods and the preparation period.

6.1.1.B.1.e.5) **Once per year, per school site, the District may choose to create a class schedule within the existing school day for the purpose of allowing a school-wide assembly and/or presentation to occur for the benefit of students.**

Revised
2004-05

6.1.1.B.1.f Teachers of Alternative Education:

6.1.1.B.1.f.1) Continuation High School: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a 45 minute period will be set aside for teacher preparation.

6.1.1.B.1.f.2) Center For Alternative Learning: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a forty-five (45) minute period will be set aside for teacher preparation.

6.1.1.B.1.f.3) Independent Study, 7-12: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a forty-five (45) minute period will be set aside for teacher preparation. K-6 Independent Study teachers will receive the same amount of preparation time as other K-6 elementary school teachers receive.

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6.1.1.B.1.f.4) Community Day School: Not more than one (1) three hundred sixty (360) minute teaching session each day. Teachers of a Community Day School (as defined in Education Code sections 48660 et seq.) shall not receive a preparation period; rather, such teachers shall be deemed to teach an “additional sixth class” as defined in this agreement.

Added
2004/05

6.1.1.B.1.g Minutes and passing periods at the two comprehensive high schools will be as they were in the 2003-2004 school year, with the understanding that with the seven minute passing periods unit members will only be required to stay ten (10) minutes beyond the end of the student day instead of the fifteen provided in 6.1.1.B.2.a.

Added
2004/05

6.1.1.B.1.h **Any change to beginning or ending time of the student schedule at any school will be discussed and agreed to by a majority of the unit members at the school prior to implementation. The proposed new schedule and the results of the staff vote will be forwarded to the CUTA E-Board for approval at least 20 unit member work days prior to implementation.**

6.1.1.B.1.i Online Teachers

Online teachers will work hours equivalent to that of other secondary classroom teachers; however, said time may be outside regular contract hours at the discretion of the teacher such that students are able to regularly and readily contact the teacher, and the regular class work performed by these teachers need not be done at a regular school site.

6.1.1.B.2 Non-Student Day Time

6.1.1.B.2.a An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on site so engaged after the close of the student day.

6.1.1.B.2.b An additional fifteen (15) minutes on-site for a total of thirty (30) minutes, prior to the opening of the student

day or after the close of the student day such as the District shall select, which total time may be assigned for the purpose of student supervision. Based on each unit member's full or part-time service, all supervision time will be assigned as equitably as possible to all unit members. Except at small rural schools, said thirty (30) minute period days shall not be in excess of five (5) in any one (1) school calendar month for any one (1) teacher.

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6.1.1.B.2.c

Teachers shall work such additional hours as the District shall designate, not to exceed eight (8) hours in any one school calendar month, or sixty (60) hours in any one (1) school year, for the purposes of meetings or activities authorized and directed by management personnel, as the District shall, in its discretion, deem necessary. Except for Back to School Night and Open House, or as noted in 6.1.1.A.2, all activities are to begin within fifteen (15) minutes of the end of the student day. Except for meeting called to respond to an emergency situation, unit members will be given seven (7) calendar days' prior written notice of the meeting. Staff Development may be held during these hours provided that Staff Development is on the meeting agenda. The District shall schedule all faculty meetings to commence not earlier than fifty (50) minutes prior to the start of the student day. Meetings prior to the start of the student day shall not be held at a school site during a school year unless in that year two-thirds (2/3) of the unit members assigned to the site have agreed to permit them.

Revised
2004/05,
2005-2006,
2007-2008

6.1.1.B.2.d

The classroom teacher will work additional time necessary to complete the responsibilities enumerated in this section. These responsibilities are to be completed at the discretion of the individual teacher within time frames as directed by the District:

Revised
2004-05

6.1.1.B.2.d.1)

completing classroom preparation, including but not limited to daily and long-range instructional planning, instructional materials selection and preparation, etc.

6.1.1.B.2.d.2)

keeping of student reports and records on attendance, behavior, grades, performance, tests,

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citizenship, and other student reports and records. **All CUSD secondary classroom teachers will utilize the AERIES grade book and grade reporting components. This will be utilized by teachers such that (to the extent that students have turned in work in a timely manner) a parent /guardian, other teacher, school counselor, administrator, or other essential staff can reasonably track student progress.**

- 6.1.1.B.2.d.3) maintaining a proper and professional classroom environment
- 6.1.1.B.2.d.4) completing any further activities necessary to accomplish the teacher's professional responsibilities.

Responsibilities to be completed as directed by the District:

- 6.1.1.B.2.d.5) participate in the evaluation of the teacher's performance and the improvement of her/his performance
- 6.1.1.B.2.d.6) participate in parent and/or student conferencing, advising and communications
- 6.1.1.B.2.d.7) participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.

Revised
2004-05

- 6.1.1.B.2.e All classroom elementary school teachers for grades one (1) through six (6) and Alternative Education School teachers shall be provided with a ten (10) minute morning and a ten (10) minute afternoon unassigned relief period each day, less student passing time as scheduled at the District's discretion. These relief periods will not be scheduled adjacent to the beginning and ending of the student day, or to the student lunch, unless a majority of the affected teachers at a school site elect to schedule the relief period at that time. **For implementation in the following year, each site's selected relief period schedule will remain in effect year to year unless a member requests a vote and the result of said vote is a majority of the affected teachers elect to change the schedule. Each year a copy of each site's selected**

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schedule, for both regular and rainy days, will be forwarded to CUTA and the District prior to the first student day of the school year.

6.1.1.B.2.f All unit members shall each day be provided with one (1) duty-free, uninterrupted lunch period of thirty (30) minutes, or the length of the student lunch period at the site, if longer, provided, however, that to allow for student passing time, inclement weather days or in emergency situations as deemed necessary by the District, said lunch period may be thirty (30) minutes even though the student lunch period at the site is longer than thirty (30) minutes. **In an emergency such as a code red lock down, district procedures may require supervision through the duty free lunch period, recess and on campus preparation time.**

6.1.1.B.2.g The Standards Based Report Card will continue to be a pilot program in 2007-2008, 2008-2009, 2009-2010.

During those years, the Report Card will be fully utilized by all elementary teachers. The effects of any District changes to the Report Card shall be the subject of negotiations in 2008-2009 and 2009-2010 if applicable.

Three District representatives and three CUTA appointed representatives shall develop a report card assessment survey which will be sent to all teachers using the Report Card. The survey process will be completed by December 15th of each year.

Upon the completion of the survey process, the District will fund a Report Card Assessment Task Force that will consider the outcome of the report card survey. The purpose of the task force is to (1) create and/or modify a report card and assessments that report student progress to parents, (2) design and organize report card elements so that there is consistency of reporting elements and order of these elements across grade levels with respect to issues such as types of assessments, the number of assessments and study habit categories and (3) mitigate the impact of the report card on CUTA member's work hours without compromising the quality or amount of classroom instruction.

The core task force shall consist of two representatives from the grades kindergarten through sixth grade. Core representatives must be regular classroom teachers currently

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teaching at the grade level they are representing. Each grade level member must be from a different school site. The District will appoint one member from each grade level and CUTA will appoint one member per grade level. In addition, the District will appoint 2 unit members from support personnel (e.g. RSP, title 1, ELD) and 2 administrators will be members of the Task Force.

The Task Force Report will be completed by April 15 of each year of this agreement and forwarded to the District and CUTA bargaining teams.

The District will fund an Assessment Budget at each elementary school site of One Hundred Sixty Dollars (\$160) per classroom that is required by the District to use the Standards Based Report Card. Actual dispersal of the allotted funds will be determined at each school site by the group of all teachers who are required to utilize the Standards Based Report Card. Examples of permissible uses include aide time, substitute teacher time, clerical support, etc.

Section 6.1.1.B.2.g may be opened in 2010-2011 by either party, exclusive of reopener stipulations in Article 19

6.1.1.C Hours on Non-Teaching Work Days

Revised
2004-05

All unit members shall work a total number of hours on each non-teaching work day equal to the hours required on teaching work days as scheduled at the discretion of the District. The hours of work on non-teaching workdays (except elementary parent/teacher conference days scheduled by the teacher) shall conclude at or before three o'clock p.m.

6.1.2 Counselors, Nurses and Library Media Teachers

6.1.2.A The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article.

Revised
2004-05

6.1.2.A.1 The regular school year for counselors, nurses, and library media teachers may be extended to include up to a maximum of ten (10)

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extra workdays for extra pay at each person's daily rate of pay. Any and all such extra workdays, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior, subsequent, or during the regular school year, or any combination thereof. Such extra workdays shall be scheduled only on days the District office is open.

6.1.3 Unit Members Serving as High School Athletic Directors

Revised
2004-05

The regular school year for athletic directors may be extended to include up to a maximum of ten (10) extra workdays for extra pay at each person's daily rate of pay. Any and all such extra workdays, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior, subsequent, or during the regular school year, or any combination thereof.

6.1.4 Reading Teachers and School Resource/Support Teachers

Revised
2004-05

The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article. Resource/Support teachers include, but are not limited to, music teachers, elementary prep time teachers and elementary English Language Development (ELD) teachers.

6.1.5 "Rovers"

Renumbered
2004-05

1.5.A A "roving" teacher is not assigned any classroom and therefore changes classrooms every time a given track goes off track.

6.1.5.B A teacher may volunteer only to be a "rover" and will be assigned to the position if approved by the principal.

6.1.6 "Track-In/Out" Days

The District agrees to provide "track-in" days, which do not reduce the annual number of student instructional days. When a track-in day is not provided for by the District following an off-track period of time of at least three weeks, the District will compensate the returning teacher for additional time spent in classroom preparations using the following guidelines:

6.1.6.A One(1) full day's pay for a teacher who is returning to a different classroom.

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- 6.1.6.B One-half (1/2) day's pay for a teacher who is returning to the same classroom that was previously occupied by that teacher, but was used by another teacher/program during the off-track period of time in such a manner that the classroom must be re-established as determined by the District.

This section does not apply to teachers concurrently (excluding track breaks) assigned to the same room.

The District will schedule each track-out day as a minimum day for students.

6.1.7 Additional Time for Extra-Pay "Assignments"

Revised
2004-05

The District may assign responsibilities to a unit member that are in addition to those responsibilities as defined previously in this article. Whenever possible, the additional responsibility will be mutually agreed to by the district and the unit member. Although these additional responsibilities are a consequence of a unit member's regular assignment, the unit member shall receive an extra-pay stipend (See Extra-Pay "Assignments" listed on schedule W-EPM, W-EPISA) since these additional responsibilities will require additional time beyond that defined within this article. A unit member shall work such additional time as shall be required to complete the additional responsibilities in a professional manner.

6.1.8 Additional Time for Extra-Pay "Positions"

- 6.1.8.A Each unit member who has served satisfactorily, as determined by the District, in an extra-pay position during the current school year and expresses a willingness to be appointed to the same extra-pay position for the following year will be notified by June 1 of his/her reappointment for the next school year (reappointment provisions do not apply to teacher-in-charge positions). Unit member appointment/reappointment to teacher-in-charge positions will be made annually at the discretion of the District in compliance with the provisions of this Agreement. The appointment will be contingent upon the program being offered by the District in that school for the following year.

Revised
2004-05

- 6.1.8.B An extra-pay position which is not filled via the reappointment process will be declared an open position. When a position is declared open, the District will publicize the open position by posting a notice of the open position at each school. The notice will include a list of qualifications for the position. All unit members who are interested in being considered for the position (see Extra-Pay "Positions" listed on Schedules W-EPM, W-EPISA and W-EPA) may submit an application to the District Personnel Office.

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6.1.8.C The District will first consider unit member applications for the open position. A unit member candidate who is properly qualified, as determined by the District, will be appointed to the position unless there is more than one qualified unit member applying for such position. In such instances, the district will interview all qualified unit members to determine the person appointed to the position. In the event that no unit member is appointed to the position, other applicants will be considered. Appointments to all extra-pay positions will be based on district timelines and contingent upon the program being offered in the school for the following year.

6.1.8.D Each unit member who is appointed to an extra-pay position will work such additional time as necessary to complete the responsibilities in a professional manner as set forth in the District-adopted job description. The District may amend or modify job descriptions at the conclusion of each school year to be applicable to the subsequent year.

6.1.8.E **Unit members may not be involuntarily appointed to extra-pay positions if not a part of an assignment to teach a class.**

6.1.9 Part-Time Employment

Unit members employed part-time shall work a pro rata share of minutes when compared to the applicable full-time position described in this Article.

Revised
2004-05

6.1.10 Teachers of Designated Instruction and Services (DIS), Special Day Class (Severe) and Communicatively Handicapped Students

The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in Article 6.

6.2 Hours of Employment for Unit Members Employed for Summer School

6.2.1 Total Work Days

Revised
1989/90

The summer school work year for unit members shall begin at the discretion of the District, and shall consist of the following work days:

Revised
2004-05

6.2.1.A A maximum of twenty-nine (29) work days for the regular Summer School session, plus such additional days as shall be required for special Summer School programs. The number of said workdays shall be determined at the discretion of the District.

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6.2.1.B All unit members shall be required to be present as assigned by the District on each work day during the summer school.

6.2.1.C The scheduling of all work days during the summer school shall be at the discretion of the District.

6.2.2 Hours on Work Days

All unit members shall be required to work the following hours on workdays as scheduled at the discretion of the District:

Revised
1997/98

6.2.2.A One (1) two hundred forty (240) minutes teaching session plus recess supervision for elementary summer school. One (1) two hundred fifty (250) minutes teaching session plus recess supervision for secondary summer school.

6.2.2.B An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on-site so engaged after the close of the student day.

6.2.2.C Any and all additional hours required as set forth in the job description as determined by the District.

6.2.2.D Such additional hours as the District shall designate, not to exceed five (5) hours during the summer sessions covered by the Contract, for the purpose of faculty meeting, grade-level meetings and planning sessions.

Revised
2004-05

6.2.2.E Recognizing that additional time is required, the unit member shall complete the following additional responsibilities at the professional discretion of the individual teacher within time frames as directed by the District.

6.2.2.E.1 completing classroom preparation including, but not limited to, daily and long-range instructional planning, instructional materials selection and preparation, etc.

6.2.2.E.2 keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship and other student reports and records

6.2.2.E.3 maintaining a proper and professional classroom environment

6.2.2.E.4 completing any further activities necessary to accomplish the teacher's professional responsibilities

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6.2.2.E.5 participate in the evaluation of the teacher's performance and the improvement of her/his performance

6.2.2.E.6 participate in parent and/or student conferencing, advising and communications

Revised
2004-05

6.2.2.E.7 participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.

6.3 Extra Work

6.3.1 Payments for Extra Work

Revised
1989/90

The District will pay for extra work initiated by the District to which a unit member consents in writing as follows:

Revised
2004-05

6.3.1.A Work performed outside the contract work day shall be paid at the hourly rate of one-seventh (1/7) of one-one hundred eighty-third (1/183) of such unit member's salary on the regular salary schedule per hour worked.

Revised
2004-05

6.3.1.B Work performed during a contract workday and while serving on a defined Task Force on release time shall be paid an additional one-third (1/3) of the unit member's hourly rate per hour worked as calculated in section 6.3.1.A

6.3.1.C Work outside the regular contract year may be paid at any salary mutually agreed upon by the CUTA member and the District with written CUTA approval.

CUTA members may voluntarily agree to work outside the contract year for any rate set by the District provided that the rate is agreeable to the District, the unit member and CUTA. Any such rate not covered by the collective bargaining agreement will require the written approval of CUTA leadership (i.e. president, or other unit officer). It is the responsibility of the unit member to obtain the written approval of CUTA and to provide that written approval to the District. The unit member will not be allowed to participate in the activity for which they were to be paid without such approval.

6.3.2 Exceptions

Exceptions to the above extra work-extra pay arrangements include the following work:

Revised
2004-05

6.3.2.A The District may require work during release time from a teaching workday without extra pay for inservice activities approved by the District after consultation with CUTA. Further, the District may require work during release time from a teaching work day without extra pay for reactive problem solving conferences, for individual problems deemed essential by the site administrator, for evaluations of interim and terminal graduation competency requirement assessments, for parent conferencing, for instructional planning and articulation, and inservice activities at the school site(s).

6.3.2.B Work voluntarily performed without written agreement.

6.4 Part-Time Employment Full-Time Retirement Credit

Added
2004-05

Bargaining unit members at their own option and subject to District approval, may, under the following conditions, elect to reduce their workload *from* full-time to part-time and receive full credit toward retirement.

- 6.4.1 Unit members must have been employed full-time in the District in a position requiring certification for at least ten (10) years, of which the five (5) years immediately preceding were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service; however, such leave is not used to compute the five (5) years full-time service requirement prior to entering the program.
- 6.4.2 Unit members must have reached age fifty-five (55) prior to reduction in work load; however, unit members may not be older than age sixty-five (65). Unit members in the program who reach sixty-five (65) years of age during a school year may continue on a part-time basis through that school year.
- 6.4.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with mutual consent of employer and unit member.
- 6.4.4 Unit members shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which unit member makes payments that would be required if he/she remained under full-time employment.
- 6.4.5 Unit members shall receive full health benefits, as provided in the teaching contract, in the same manner as a full-time unit member.

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- 6.4.6 Minimum part-time employment shall be equivalent to one-half (1/2) the number of days of service required by the unit member's contract of employment during final year of service in a full-time position.
- 6.4.7 A unit member who meets minimum qualification and participating requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis. Unit member failing to meet all of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary and will not receive service credit that would have been received if employed on a full-time basis.
- 6.4.8 This option is limited to certificated unit members who do not hold positions with salaries above that of a school principal.
- 6.4.9 This option is limited to a period of ten (10) years of such part time status.
- 6.4.10 A unit member who chooses this option and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if employed on a full-time basis. Part-time status shall be based on a full school year, with minimum compensation paid on time worked equal to no less than one-half time. Unit members will be paid on a monthly basis for twelve (12) months.
- 6.4.11 Eligibility for placement in the program will be determined by the District on an individual basis, considering subject areas, enrollments, etc.
- 6.4.12 Part-time certificated personnel are responsible for attending faculty meetings and pre-school meetings. They are also to assume the same portion of "other duties" (supervision, etc.) equal to their teaching obligation factor. The principal may modify these requirements according to the specific situation.
- 6.4.13 Ninety (90) days of service, exclusive of sick leave, bereavement leave or personal necessity leave, are required in this program.
- 6.4.14 Unit members may resign any time, subject to the provisions of #3 above, but may not return to full-time employment in the District. Participation is limited to ten (10) years. At the end of the ten-year, part-time employment period, a unit member is required to submit a resignation. Unit members may resign prior to the end of ten-year, part-time employment period.

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ARTICLE 7

CLASS SIZE

7.1 Class Size for Unit Members Employed for the Regular School Year

The District shall have discretion to determine class size for all unit members employed for the Traditional/Year-Round Education School Year, subject to the following limitations:

7.1.1 The District-wide staffing ratio of pupils to FTE adults shall be not in excess of 160/1 for grades 7-12 and 30/1 for grades 1-6.

7.1.2 Class size during the first semester and first trimester for 90% of the classroom teachers employed for the regular school year beginning with the 21st teaching day, and 100% of the classroom teachers employed for the regular school year beginning with the 31st teaching day, shall not exceed the indicated maximum students per class or students assigned per classroom teacher for the grades listed in paragraph 7.1.4.

7.1.3 Class size during the second semester and second and third trimester for 90% of the classroom teachers employed for the regular school year beginning with the third teaching day, and 100% of the classroom teachers employed for the regular school year beginning with the fifth (5th) teaching day, shall not exceed the indicated maximum students per class or students assigned per classroom teacher for the grades listed in paragraph 7.1.4.

7.1.4.A Kindergarten-3 30 students/class provided that up to **30%** of the classes **(districtwide)** may at the District's discretion have as many as **32** students per class in K, and 32 students per class in grades 1-3.

7.1.4.B Grades 4-6 33 students per class provided that up to 15% of the classes (districtwide) may at the District's discretion have as many as 35 students per class. **Beginning 2014/15 33 students per class provided that up to 30% of the classes (districtwide) may at the District's discretion have as many as 34 students per class. Added 2013/2014**

7.1.4.C Grades 7-12 40 students per class and 175 students assigned per classroom teacher in any one teaching day plus a group of 30 students per advisory period, provided that up to 15% of the advisory groups

may at the District's discretion have as many as 35 students per group.

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7.1.4.D Secondary Online Teacher

35 students per class provided that up to 15% of online classes may at the District discretion have as many as 40 students per class.

7.1.5 Class sizes may exceed the maximums set forth in paragraph 7.1.4.C of this Article by mutual consent of the individual unit member and the District, executed in writing and filed with the CUTA and the District.

7.1.6 A student shall not be counted as a member of a class until he or she has been in it for more than 10 days.

7.1.7 Grades kindergarten through sixth students attending a regular class, regardless of the amount of class time involved, shall count as one full student in calculating the size of the regular class.

7.1.8 The number of RSP, SDC, and SH students in regular education classes shall be as evenly distributed as possible. The district may take measures including but not limited to: *Added 2004-05.*

1. Formulating master schedules to facilitate the even distribution of special needs students, and
2. Scheduling of special needs students first to ensure they are as evenly distributed in the regular education classes as possible, and
3. Evaluation of Form 10 Requests.

7.1.9 District-wide, up to 10% (plus or minus three classes) of elementary school classes in grades **kindergarten through 6** may be combination classes. **This** provision only applies to schools with an enrollment of 300 or more students. Special programs, such as Open Structure and Dual Immersion that desire or require combination classes, are exempt from the percentage calculation.

- 7.1.9.a (a) Grades K-3 combination classes (including grade 3/4 combination) shall have a class size of no more than 26 total students, with the exception that three of these classes may exceed 26 to a maximum of 28. Grades 4-6 combination classes shall have a class size of no more than 28 total students, with the exception that three of these classes may exceed 28 to a maximum of 30. *Added 2004-05.***

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CUTA/CUSD mutually agree this sub portion (7.1.9.a) of the article will automatically reopen for negotiations for the 2014-2015 school year.

Added 2013-14

7.2 Class Size for Unit Members Employed for Adult Education and Summer School

The District shall have discretion to determine class size for all unit members employed for Adult Education or Summer School.

7.3 Student-to-Counselor Ratio

The Student-to-Counselor Ratio shall not exceed 400 students to one full-time equivalent counselor at secondary schools, except under the following conditions. The aggregate Student-to-Counselor Ratio may be exceeded by up to 10% at each site before additional counselor staff time is added. For example, if a site has 2000 students enrolled and has 5.0 FTE of counselor staffing, that site could add up to 200 students before counseling time is added. Upon enrollment of the 201st student, .5 counseling time would be added to the staffing to return the ratio to 400 to 1. Initial staffing for the school year will be based on the 400 to 1 ratio. ***Revised 2004-05.***

7.3.1 The additional .2 may be added, at the District discretion, through one of the following methods:

- a) additional students and compensation will be distributed equally among counselors at each school site**
- b) a part-time counselor working at the site and willing may increase his/her assignment**
- c) hire an additional counselor.**

7.4 Library Media Teachers to School/Student Ratio

7.4.1 The student to K-8 Library Media Teacher Staffing Ratio shall not exceed 4,500 students to one full time equivalent K-8 LMT. The aggregate Student to LMT Ratio may exceed by up to 10% before additional K-8 LMT staff time is added. ***Added 2004-05.***

7.4.2 Each comprehensive high school will be assigned one 9-12 Library Media Teacher.

7.5 Nurses

The Student-to-Nurse Ratio will not exceed 2,800 students to one FTE. The aggregate student to nurse ratio may be exceeded by up to ten (10) percent before additional nurse time is added.

7.6 Class Size for Special Education Programs

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7.6.1 The student/teacher class size ranges for each of the District's special education programs are set forth in table 7.6.1.A. In the event the student class size exceeds the listed class size ranges for the corresponding class type for a period of more than ten (10) school days, appropriate additional support services will be provided. Similarly, in the event the student class size falls below the listed minimum for the corresponding class type for a period of more than ten (10) school days, support services may be reduced. ***Revised 2004-05.***

Table 7.6.1.A

Program	Class Size/Caseload Ranges	Maximum Class Size/Caseload
<i>Preschool</i>		
Non-Severe	10-12	18
Severe	10-12	18
Autism	6-8	12
<i>Special Day Class Non-Severe</i>		
Language Disordered	10-12	18
Other Non-Severe		18 for Elementary Schools 20 for Jr. High Schools* 22 for High Schools
<i>Special Day Class Severe</i>		
Severely Handicapped Elementary	10-12	18
Severely Handicapped Intermediate	10-12	18
Severely Handicapped High School	10-12	18
Multiple Disabilities/Multiple Ages	8-10	15
Elementary Autism	6-8	12
Severely Handicapped Severe Behavior Disorders	6-8	12
Vocational Education/Community Based	10-12	18
Adult Multiple Disabilities	8-10	15
Full Inclusion	10-12	18
Emotionally Disturbed	8-10	15
<i>Designated Instruction and Services</i>		

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Program	Class Size/Caseload Ranges	Maximum Class Size/Caseload
Visually Impaired – Itinerant	6-8 (Direct) 20-30 (Consult)	12 (Direct) 45 (Consult)
Orthopedically Impaired - Itinerant	20-30	45
Adaptive Physical Education – Itinerant	20-30	45
<i>Speech**</i>	CUSD average shall be no greater than 55 per FTE	70 per FTE and 40 per FTE (Pre-school)

* The class size maximum for Jr. High shall remain at 24 for the 2004-2005 school year only. This is due to the transition of class locations. The District and Association shall consult regarding appropriate assistance for teachers whose class size is at or near the maximum.

****On a regular basis one or more Speech and Language Therapists will meet with a District Special Education Administrator to review caseloads.**

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ARTICLE 8

WAGES

8.1 Wages for Unit Members will be Paid in Accordance with Schedule W *Revised 2004-05, 2005-2006.*

8.1.1 Unit Members Employed Full Time for the Regular School Year

8.1.1.A Wages for all of the work days performed by unit members employed full time during the regular school year, except the extra work described in paragraph 8.1.2.B, and the extra work days for counselors, athletic directors and library media teachers described in paragraph 8.1.3, shall be at an annual rate.

8.1.1.B Annual wages are payable in either ten (10), eleven (11), or twelve (12) equal monthly installments or ten (10) equal monthly installments, at the unit member's option. The first payment will commence on the last working day of either August or September, of the affected year (see 8.a.a.C below).

8.1.1.C The definition of equal monthly installments are as follows:

1. Ten (10) equal monthly installments – September through June
2. Eleven (11) equal monthly installments – August through June
3. Twelve (12) equal monthly installments.
 - a. Either: September through August (with July and August "Deferred" and paid in the subsequent fiscal year)
 - b. Or: August through July (with July "Deferred" and paid in the subsequent fiscal year)

8.1.2 Wages for the extra work performed by unit members as prescribed in the job descriptions for the extra pay positions are set forth on the Extra Pay Schedules (W-EPM, W-EP SA, W-EPA). Only upon mutual agreement on a year-to-year basis between the Association and the District, the District may split any extra pay position, with the compensation being pro-rated. Wages for the extra pay positions referenced in this section are payable as follows: **Formerly 8.1.1.B.**
Revised 5-98.

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8.1.2.A Extra Pay Wages Schedules

(Schedule W-EPM)/Wages Extra Pay Monthly – Payable on a monthly basis.

(Schedule W-EPsA)/Wages Extra Pay Semiannual – Payable at the end of each semester.

(Schedule W-EPA)/Wages Extra Pay Annual – Payable upon completion of the assignment.

8.1.2.B Extra Pay Wages Calculations

Annual Wages Rate – Annual wages for these positions will be specified as flat dollar amounts. ***Revised 2004-05.***

Daily Wages Rate – Daily wages will be computed by dividing the unit member's annual wage (placement on the current "Unit Member Salary Schedule for the Regular School Year") by the number of work days (currently one hundred eighty-three (183) days -- or one hundred eighty (180) equivalent days for classroom teachers on a year-round schedule with more than three (3) tracks. ***Revised 2001-02, 2005-06.***

Hourly Wages Rate – Hourly wages will be computed by determining the unit member's daily rate, then dividing the daily rate by seven (7).

Wage Rate for Extra Work for Extra Pay Factors – If more than one "Unit Member Salary Schedule for the Regular School Year" is in effect during the school year that the extra-pay services are being delivered, the extra-pay factor will be multiplied by the unit member's extra-pay placement on the Annual Wages Table for that year.

The unit member's extra-pay placement on the salary schedule shall be made commensurate with the member's academic preparation (class placement) and paid experience (step placement) for each extra-work for extra-pay category. Once established, the unit member will retain her/his extra pay placement on the salary schedule. The unit member's extra-pay placement for each extra-work for extra-pay category shall progress on the salary schedule from step to step for each year of paid experience after completion of all responsibilities (excludes step progression for less than full service).

Extra work for extra-pay categories are:

Academic Decathlon Advisor Position

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Middle School/Junior & Senior High Activities Advisor
Assignment

Senior High Agricultural Program Assignment

Driver Training Coordinator Position (Summer)

Senior High Athletic Director Position

Middle School/Junior & Senior High Instrumental Band
Assignment

Middle School/Junior & Senior High Choral Assignment

Middle School/Junior & Senior High Drama Assignment

Middle School/Junior & Senior High Yearbook
Assignment

Middle School/Junior & Senior High Newspaper
Assignment

Senior High Cheerleader Advisor (Fall)

Assistant Cheerleader Advisor (Fall) *Revised 1997-98.*

Senior High Cheerleader Advisor (Spring)

Assistant Cheerleader Advisor (Spring)

Senior High Dance Production Advisor *Added May 1998.*

Senior High Literary Magazine Advisor *Added May 1998.*

Junior High Broadcast Advisor *Added May 2000.*

Teacher-in-Charge Position

Elementary Honor Band and Choral Position

Secondary Department Chairman Position

Driver Training Coordinator/Department Chair Position

Intramural Sports Head & Assistant Director Position

Coaching Positions in a Given Sport (i.e., Head Varsity,
Head Junior Varsity, Head Freshmen and Assistants
in a Given Sport)

Outdoor Education Teacher (Environmental Camp
Teacher)

Added 1994-95.

8.1.2.C The District shall provide a substitute teacher for Teacher-in-Charge when site administrator(s) is (are) off campus more than **2.5 (two and one half) hours when requested and arranged by the Teacher-in-Charge.** *Revised 2013-14.*

8.1.2.D Extra Pay Warrants *Former 8.1.1.B.3*

Separate warrants shall be provided for extra pay positions listed on Schedule W-EP SA, Schedule W-EPA and those positions on Schedule W-EPM identified with an asterisk.

8.1.3 Wages for the extra work days for counselors, athletic directors, and library media teachers described in Article 6 shall be at the rate of 1/183rd of said individual counselor's, athletic director's, or library

media teacher's annual salary for each such extra work day performed at the District's request. Middle school/junior high school activities advisors shall be paid at the same rate 1/183rd for days worked outside of the regular school year at the District's request. *Revised 2004-05, 2005-06, 2008-09.*

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8.1.4 Unit Members Employed Part Time for the Regular School Year

Wages for all of the work days performed by unit members employed part-time during the regular school year shall be based upon the wages applicable to the full-time position involved in accordance with the proportion of the applicable full-time position being worked part time by the unit member; provided, however, that the non-teaching time described in paragraphs 6.1.1.B.2.c, 6.1.1.B.2.d and 6.1.1.C of Article 6 shall not be considered in determining the basis for wages for unit members working part time during the regular school year. For purposes of this paragraph, the teaching time for unit members employed full time in grades seven (7) through twelve (12) shall be based on five (5) teaching periods.

8.1.5 Provisions Governing Placement on "CUSD/CUTA Unit Member Salary Schedule for the Regular School Year – Schedule W"

8.1.5.A All scheduled units (scheduled units are based on semester credit) earned prior to earning the Bachelor's Degree shall be considered as included within the Bachelor's Degree.

8.1.5.B All upper division and graduate units earned after receiving the Bachelor's Degree shall count in excess of that degree. Under special circumstances, as recommended by the Certificated Professional Growth Committee, other lower division units earned after receipt of the Bachelor's Degree may, as approved by the District, count in excess of the degree.

Effective August 6, 1985, but not in any event prior to that date, all graduate units approved as excess units by the college or university which were earned prior to receiving the Bachelor's Degree and did not count towards the Bachelor's Degree, shall count as excess units. Credit for these excess units shall be granted at the time of initial employment only.

8.1.5.C Prior teaching experience outside the District, as verified by the District, shall earn one (1) step per year to a maximum of fourteen (14) years. The increased years of service shall be paid from the date of their implementation, not retroactively. Credit shall be allowed for fractional parts of a year if the prior teaching experience occurred on a full-time basis for seventy-five percent (75%) of the total work days of the year. Kindergarten and above or private school (of more than

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thirty (30) students), college or U.S. Service School full-time teaching experience, while holding a Bachelor's Degree and appropriate teaching credential, shall count on equal basis with public school teaching experience.

- 8.1.5.D When, at the time of employment, an individual qualified for, holds a Vocational Credential, granted on the basis of vocational experience and expertise, for purposes of salary schedule placement, a maximum credit of fourteen (14) years may be allowed for a combination of vocational and/or teaching experience, if any. ***Revised 2001-02.***

8.1.5.D.1 When an individual in the District is required to hold a Vocational Credential to participate in a vocational program authorized by the District, credit of a maximum of fourteen (14) years for that individual's vocational experience may be granted for step advancement on the salary schedule.

- 8.1.5.E Step-to-step progression of unit members on the salary schedule will be based on a full year of experience and will be made at the beginning of each regular school year.

A "full year of experience" will be earned by a unit member who actively delivers no less than four-fifths (4/5) F.T.E. daily service to the District, including in-District R.O.P. classroom instruction, and/or is on a selected leave(s) as per Article 10, Leave Policies, of this Agreement for at least seventy-five percent (75%) of the working days in the regular school year.

A "full year of experience" will also be earned by a unit member who has earned two (2) different one-half (1/2) years of experience. One-half (1/2) year of experience will be earned by:

- 8.1.5.E.1 actively delivers no less than four-fifths (4/5) F.T.E. daily service to the District and/or is on a selected leave(s) as per Article 10, Leave Policies, of this Agreement for at least seventy-five percent (75%) of the working days in one-half (1/2) of the regular school year; or
- 8.1.5.E.2 actively delivers no less than one-fifth (1/5), two-fifths (2/5), one-half (1/2) or three-fifths (3/5) FTE daily service and/or is on a selected leave(s) as per Article 10, Leave Policies, of this Agreement for at least seventy-five (75%) of the working days in the regular school year.

Experience credit shall not be accrued in other than full

year or one-half (½) year increments.

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8.1.5.E.3 Unit members on leave from the District under the following leave provisions will not earn experience for progression on the salary schedule.

- 8.1.5.E.3.a Substitute Pay - Section 10.1.8
- 8.1.5.E.3.b Maternity Leave - Section 10.1.11
- 8.1.5.E.3.c Child Care Leave - Section 10.1.12
- 8.1.5.E.3.d Differential Pay Leave - Section 10.1.15A
- 8.1.5.E.3.e Legislative Leave - Section 10.1.16
- 8.1.5.E.3.f Personal Leave in Excess of One Semester - Section 10.1.19

8.1.5.F Recognition for a Master's Degree from an accredited institution will be applied to the base salary schedule. The amount to be applied will be:

8.1.5.F.1 Nine Hundred Sixty-Five Dollars (\$965) (effective July 1, 2002)

8.1.5.F.2 Nine Hundred Seventy-Four Dollars (\$974) (effective July 1, 2005)

8.1.5.F.3 One Thousand Forty-Three Dollars (\$1,043) (effective January 1, 2007)

8.1.5.F.4 Thereafter, any percentage increase applied to the "CUSD/CUTA Unit Member Salary Schedule for the Regular School Year" will be applied to the Master's Degree. ***Revised 2001-02 and 2006-07.***

8.1.5.G The provisions of the District Policy 4520, "Professional Growth," as revised April 1990, are hereby incorporated by reference.

8.1.6 Driver Training Provisions

Extra Pay for unit members teaching driver training at Pleasant Valley and Chico High Schools shall be as follows:

8.1.6.A Salary for driver training during the regular school year before and after regular school hours for the years 1993-94 and 1994-95 shall be \$21.29 per hour (\$21.72 effective January 1, 1994) up to X hours per year and \$42.90 per hour (\$43.44 effective January 1, 1994) for hours in excess of X hours per year.

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X shall be recalculated based on the total Chico and Pleasant Valley High School enrollment as of October 1 of each school year in accordance with the following formula:

$$X=6 \frac{(\text{Enrollment})}{(3)} - 490$$

Provided, however, that X shall be reduced or increased only in increments of 12. Thus, for example, if the formula reduces X less than 12, X shall remain at 1280. If the formula reduces X by at least 12, but less than 24, X shall be 1268, and so on.

8.1.6.B Subject to modification by the Driver Training Coordinator and the On-Site Administrator, requests made to unit members to teach driver training before and/or after regular school sessions will be made in accordance with a three-tier priority system:

8.1.6.B.1 Teachers currently teaching driver training.

8.1.6.B.2 Teachers who have taught driver training in the past.

8.1.6.B.3 Teachers who are credentialed but have never taught in the driver training program.

8.1.6.C In cases in which the Driver Training Coordinator and the On-Site Administrator disagree, the On-Site Administrator shall make the final decision.

8.1.7 Payroll Errors Provisions

8.1.7.A Whenever it is determined that an error has been made in the wages of an employee, the party identifying the error shall apprise the other party as soon as possible. Following such notification, the error will be corrected within a reasonable period of time.

8.1.7.B In the event of an underpayment to the employee, the District will provide the employee with a statement of the correction and a supplemental pay warrant within thirty (30) days.

8.1.7.C In the event of an overpayment to the employee, the employee will be given a reasonable opportunity to meet with the District representatives to discuss the error. In the event that the District and the employee do not mutually agree to a repayment schedule, the District will deduct a portion of the employee's wages (not to exceed ten percent (10%) of the monthly net salary) in subsequent months until the District is fully reimbursed. An exception to the ten percent

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(10%) deduction restriction shall be made when the employee's employment in the District is in the process of or has been terminated.

8.1.8 Supervising Teachers ***Sections Renumbered.***

8.1.8.A Each supervising teacher/unit member who volunteers and is appointed by the District to supervise the training of a student teacher and who completes his/her supervision of said student teacher, under the guidelines of the Student Teaching Agreement between the State of California through California State University, Chico, and the Chico Unified School District, shall receive an honorarium or payment as provided for in the CUSD/CSUC Student Teaching Agreement of Twenty-Five Dollars (\$25.00) per semester unit of credit, or portion thereof, granted to the student as provided for in the CUSD/CSUC Student Teaching Agreement. This honorarium or payment shall not exceed the amount stipulated in the Student Teaching Agreement. In the event that the sum received by the District from the University is not sufficient to pay the full amount to each supervising teacher/unit member, the District will pay a pro rata amount to the supervising teacher/unit member, as determined by the District. When two (2) or more supervising teachers/unit members supervise the training of the same student teacher, the District will pay a pro rata amount to each of the unit members, as determined by the District.

8.1.8.B The District retains all rights, powers, and authority to govern the student teaching program within the District.

8.1.8.C A copy of the Student Teaching Agreement shall be forwarded to the CUTA each year after it has been signed. Additionally, a copy of the invoice submitted to California State University, Chico, for payment shall be forwarded to the CUTA.

8.1.9 Multi Campus Unit Members

Unit members assigned to more than one work site shall be paid the IRS approved rate for the miles driven from the first site of assignment and each subsequent assigned work site during the work day. No mileage shall be paid for miles driven from home to the first work site or any mile driven after reaching the last work site. ***Added 2004-05.***

8.1.10 The District will allow School Nurses to participate in the District's phone stipend policy in the same manner as management employees. *Added 2013-14*

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**Chico Unified School District
CUSD/CUTA Unit Member Salary Schedule
Effective January 1, 2008**

Schedule W

CERTIFICATED SALARY

CLASS I AB + 0-44			CLASS II AB + 45-59			CLASS III AB + 60 and above		
STEP	ANNUAL WAGE	WITH MASTER'S DEGREE	STEP	ANNUAL WAGE	WITH MASTER'S DEGREE	STEP	ANNUAL WAGE	WITH MASTER'S DEGREE
1	\$38,541	39,615	1	\$39,724	40,798	1	\$40,943	42,017
2	\$39,724	40,798	2	\$40,943	42,017	2	\$42,200	43,274
3	\$40,943	42,017	3	\$42,200	43,274	3	\$43,496	44,570
4	\$42,200	43,274	4	\$43,496	44,570	4	\$44,831	45,905
5	\$43,496	44,570	5	\$44,831	45,905	5	\$46,207	47,281
6	\$44,831	45,905	6	\$46,207	47,281	6	\$47,626	48,700
7	\$46,207	47,281	7	\$47,626	48,700	7	\$49,088	50,162
8	\$47,626	48,700	8	\$49,088	50,162	8	\$50,595	51,669
9	\$49,088	50,162	9	\$50,595	51,669	9	\$52,148	53,222
10	\$50,595	51,669	10	\$52,148	53,222	10	\$53,749	54,823
11	\$52,148	53,222	11	\$53,749	54,823	11	\$55,399	56,473
12	\$53,749	54,823	12	\$55,399	56,473	12	\$57,100	58,174
13	\$55,399	56,473	13	\$57,100	58,174	13	\$58,853	59,927
14	\$57,100	58,174	14	\$58,853	59,927	14	\$60,660	61,734
15-30	\$58,853	59,927	15	\$60,660	61,734	15	\$62,522	63,596
			16	\$62,522	63,596	16	\$64,442	65,516
			17-28	\$64,442	65,516	17	\$66,420	67,494
						18	\$68,459	69,533
						19-21	\$70,561	71,635
			29	\$66,420	67,494	22-24	\$72,727	73,801
						25-26	\$74,960	76,034
						27-29	\$77,261	78,335
						30	\$79,633	80,707
						31-34	\$82,078	83,152
						35	\$84,597	85,671

FOR SCHEDULES W AND Y

MASTER'S DEGREE = \$1,074

ADDITIONAL SIXTH CLASS = .20 OR PORTION THEREOF OF
THE UNIT MEMBER'S REGULAR SALARY.

*WAGE DIVIDED BY 183 = DAILY WAGE

Daily wage divided by 7 = hourly wage

**CHICO UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
EFFECTIVE 1/1/08**

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SCHEDULE Y

**PROJECT TEACHER SALARY SCHEDULE
BASED ON AGREED TO SCHEDULE USING FIVE DIGITS &
203 DAYS FOR PROJECT TEACHER.**

STEP	CLASS I AB + 0-44	STEP	CLASS II AB + 45-59	STEP	CLASS III AB + 60-74 and above
1	\$ 41,507	1	\$ 42,782	1	\$ 44,095
2	\$ 42,782	2	\$ 44,095	2	\$ 45,449
3	\$ 44,095	3	\$ 45,449	3	\$ 46,844
4	\$ 45,449	4	\$ 46,844	4	\$ 48,282
5	\$ 46,844	5	\$ 48,282	5	\$ 49,764
6	\$ 48,282	6	\$ 49,764	6	\$ 51,292
7	\$ 49,764	7	\$ 51,292	7	\$ 52,867
8	\$ 51,292	8	\$ 52,867	8	\$ 54,490
9	\$ 52,867	9	\$ 54,490	9	\$ 56,163
10	\$ 54,490	10	\$ 56,163	10	\$ 57,887
11	\$ 56,163	11	\$ 57,887	11	\$ 59,664
12	\$ 57,887	12	\$ 59,664	12	\$ 61,496
13	\$ 59,664	13	\$ 61,496	13	\$ 63,384
14	\$ 61,496	14	\$ 63,384	14	\$ 65,329
		15	\$ 65,329	15	\$ 67,335
		16	\$ 67,335	16	\$ 69,402
				17	\$ 71,533
				18	\$ 73,729
				19-21	\$ 75,992
		17-28	\$ 69,402	22-24	\$ 78,325
15-30	\$ 63,316	29-29	\$ 71,457	25-26	\$ 80,730
				27-29	\$ 83,208
				30-30	\$ 85,763
				31-34	\$ 88,396
				35-35	\$ 91,109

8.2 Salary Schedule for Voluntary Participation, Beyond Work Days, in Enumerated

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State/Federal Grant Programs *Added May 2000.*

8.2.1 State/Federal Grant Programs

This action concerns pay rates for unit members' participation in the following programs:

7-12	Mandated Program
K-4	Reading Program
2-6	Promotional Program
K-12	Core Academic Program (Summer School)
	Intersession
	Various Grant Programs

8.2.2 Unit Members' Pay Rate

Unit members participating in the programs identified in Section 8.2.1 shall be paid at the prorated hourly rate starting at Step 1 of the current Daily Wage Schedule (W), commensurate with the members' class, progressing one (1) step annually based upon CUSD experience in the programs identified in Section 8.2.1.

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EXTRA WORK FOR EXTRA PAY "ASSIGNMENTS" AND "POSITIONS"

An extra pay assignment is a class period assignment within a school's master schedule. An extra pay position is a voluntary extra pay duty outside of the school's master schedule. Added 2013-14

Wages for the assignments and positions listed on this schedule are: (1) based on the factors specified below which will be applied to the salary schedule as per Section 8.1.2 of this Article, or (2) based on wages per hour, wages per day, or wages per year as specified below. The wages for the following assignments and positions: (1) will be added to the unit member's regular monthly warrant, except that (2) the wages for the positions specified below with an asterisk will be paid by a separate warrant.

<u>Wages Added to Regular Monthly Warrant</u>	<u>Factor or Wage</u>
PAR Join Committee Member Position <i>Revised 2004-05.</i>	\$2,000/year, not to exceed \$4,000 annually
PAR Consulting Teacher Position <i>Added May 2000.</i>	\$750 per referred participating teacher served, not to exceed \$4,500 annually
High School Student Activities Advisor Assignment <i>Revised 1997-98.</i>	.20 per year + two release periods and up to 5 days extra at District discretion
Junior High School Activities Advisor Assignment <i>Revised 2008-09.</i>	.034 per year + one release periods
High School Agricultural Program Assignment	.20 of the unit member's salary on the Regular Salary Schedule (not limited to Class V Step 13 provision)
Extra Work Days for Counselor's Assignment <i>Revised 2004-05.</i>	See Section 8.1.3
Extra Work Days for Athletic Director's Assignment <i>Added 2004-05.</i>	See Section 8.1.3
Extra Work Days for Library Media Teacher's Assignment <i>Revised 2004-05.</i>	See Section 8.1.3

<u>Wages Added to Regular Monthly Warrant</u>	<u>Factor or Wage</u>
PAR Join Committee Member Position Revised 2004-05.	\$2,000/year, not to exceed \$4,000 annually
PAR Consulting Teacher Position Added May 2000.	\$750 per referred participating teacher served, not to exceed \$4,500 annually
High School Student Activities Advisor Assignment Revised 1997-98.	.20 per year + two release periods and up to 5 days extra at District discretion
Junior High School Activities Advisor Assignment Revised 2008-09.	.034 per year + one release periods
High School Agricultural Program Assignment	.20 of the unit member's salary on the Regular Salary Schedule (not limited to Class V Step 13 provision)
Extra Work Days for Counselor's Assignment Revised 2004-05.	See Section 8.1.3
Extra Work Days for Athletic Director's Assignment Added 2004-05.	See Section 8.1.3
Extra Work Days for Library Media Teacher's Assignment Revised 2004-05.	See Section 8.1.3

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EXTRA WORK FOR EXTRA PAY "ASSIGNMENTS" AND "POSITIONS"

An extra pay assignment is a class period assignment within a school's master schedule. An extra pay position is a voluntary extra pay duty outside of the school's master schedule. Added 2013-14

Wage factors for the assignments and positions listed on this schedule will be applied to the salary schedule as per Section 8.1.2 of this Article. The wages for those assignments and positions which require services to be performed during one (1) semester only will be paid on a separate warrant at the end of the semester in which the services are performed. The wages for those assignments and positions which require services to be performed over the entire year will be paid on separate warrants with one-half (1/2) of the payment at the end of the first semester and one-half (1/2) of the payment at the end of the second semester.

<u>Position/Assignment Extra Wages Paid by Semester (stipends)</u>	<u>Factor</u>
Academic Decathlon Advisor Position	.040 per year
High School Athletic Director position Revised 1995-96.	.10 per year + two release periods
High School Instrumental Band Assignment	.050 per year
Junior High School Instrumental Band Assignment	.027 per year
High School Choral Assignment	.047 per year
Junior High School Choral Assignment	.027 per year
High School Drama Assignment Revised 1997-98.	.047 per year
Junior High School Drama Assignment	.030 per year
High School Yearbook Assignment	.052 per year
Junior High School Yearbook Assignment	.027 per year
High School Newspaper Assignment	.040 per year
Junior High School Newspaper Position/Assignment	.040 per year
Teacher-in-Charge Position	.050 per year
Elementary Honor Band Position/Assignment	.020 per year
Elementary Honor Choral Position/Assignment	.020 per year
Secondary Department Chair Position	.029 per year
Driver Training Coordinator/Department Chair Position	.040 per year
Intramural Sports Position - Head Director Position	.053 per year
- Assistant Director Position	.040 per year
Junior High School Intramural Sports Position-Head Director Position	.090 per year
Junior High School Intramural Assistant Director (2) Position	.080 per year
Outdoor Education Teacher (Environmental Camp Teacher) Position	.016 per year + mileage
Added 1994-95.	
Junior High School Broadcast Advisor Position	
Added May 2000.	.030 per year
High School Literary Magazine Advisor Position	
Added May 1998.	.025 per year
High School Dance Production Advisor Position	.030 per year
Instructional Leadership Team Position	.032 per year

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EXTRA WORK FOR EXTRA PAY "POSITIONS"

Wage factors for the positions listed on this schedule will be applied to the salary schedule as per Section 8.1.2 of this Article. The wages for the following positions will be paid on a separate warrant in one (1) annual payment upon completion of the extra assignment.

<u>Coaching Positions</u>	<u>Factor</u>
<u>Baseball Positions</u>	
Head Varsity	.093
Head Jr. Varsity	.073
<u>Basketball Positions</u>	
Head Varsity	.093
Head Jr. Varsity	.073
Head Freshman	.067
<u>Cheerleading Positions</u> <i>Revised 1997-98.</i>	
Senior High Cheerleader Head Advisor - Fall	.045
Senior High Cheerleader Assistant Advisor - Fall	.023
Senior High Cheerleader Head Advisor - Spring	.045
Senior High Cheerleader Assistant Advisor - Spring	.023
<u>Cross Country Positions</u>	
Head Varsity	.093
Assistant Varsity	.056
Head Junior Varsity	.063
Assistant Junior Varsity	.053
<u>Football Positions</u> <i>Revised 1997/98.</i>	
Head Varsity	.100
Assistant Varsity	.079
Head Jr. Varsity	.079
Assistant Jr. Varsity	.063
Head Freshman	.077
Assistant Freshman	.057
<u>Golf Position</u>	
Head Varsity	.063
<u>Hockey Positions</u>	
Head Varsity	.079
Head Jr. Varsity	.063

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Skiing Position

Head Varsity .063

Soccer Positions

Head Varsity .063

Head Freshman .063

Assistant Freshman .053

Softball Positions

Head Varsity .093

Head Jr. Varsity .073

Swimming Position

Head Varsity .063

Assistant Varsity .053

Tennis Position

Head Varsity .063

Track/Field Positions

Head Varsity .093

Assistant Varsity .063

Head Jr. Varsity .073

Assistant Jr. Varsity .058

Head Freshman .063

Assistant Freshman .053

Volleyball Positions

Head Varsity .067

Head Jr. Varsity .065

Head Freshman .063

Wrestling Positions

Head Varsity .093

Head Jr. Varsity .073

Head Freshman .063

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ARTICLE 19

TERM

- 19.1 The term of this agreement shall continue to be three (3) years through the automatic extension of this agreement by an additional year when the first year expires within any subsequent three-year time frame, unless either party gives written notice of termination of this automatic extension clause not later than July 31 of any year beginning July 31, 2003. The Agreement shall automatically expire three (3) years from the August 31 next following date of service of the written notice. This paragraph shall be severed without effect on any other provision, in the event it is not in accordance with California Law.
- 19.2 The term of the Agreement shall be extended through **August 31, 2017** with re-openers as follows:
- Commencing with the **2014/2015** school year – Articles 8, and 9 shall be reopened plus one (1) other article or topic of bargaining by each party.
- 19.3 To the extent permitted by law, the term shall continue thereafter until altered by negotiation as provided in Article 15, Negotiation Procedures, or until terminated by written notice by either party, as provided herein. The extension of this term shall also include the extension of any previously signed addendums and side agreements except as otherwise amended.

Revised
November
2013



ARTICLE 26

EFFECTS OF LAYOFFS

26.1 Notice to Association of Potential Unit Member Layoff

The District shall notify the Association of any proposed layoff of unit member(s) prior to such proposal being submitted publicly. The District shall notify the Association of all specific unit members to be given notices under Education Code Sections 44949-44955 at least five (5) days prior to the notices being distributed. This list will include unit member names, seniority dates, internal seniority dates if applicable, current assignments, portions of assignments to be reduced, and credentials and any supplements held.

26.2 Order of Layoff of Unit Members

26.2.1 The layoff of unit members shall be based upon the Education Code, except as modified in this article.

26.2.2 A unit member to be laid off shall be given the opportunity to be transferred and/or assigned to a position filled by a unit member with less seniority if the more senior unit member then holds a valid credential for the position held by the less senior unit member.

26.3 District Seniority: Ties in District Seniority

26.3.1 Seniority in Chico Unified School District is based upon the date that the employee first rendered paid service for the District in a probationary position.

26.3.2 In the event that two or more unit members first rendered paid certificated service for the District in a **permanent or** probationary position on the same date, the **needs of the District and students shall used to break ties** as follows:

26.3.2.A **First: By hire date: The hire date shall only apply to unit members that served in a temporary position with CUSD immediately prior to and contiguous with their probationary status. A unit member's hire date shall be the first day of paid service for the District in a temporary position that was immediately prior to and contiguous with their probationary status.** Such temporary experience shall not include any substitute service. A break in contiguous service of any length

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will result in a new hire date when service resumes. A break in contiguous service break is defined as being in a nonpaid status on any student instructional day.

26.3.2.B Second: Rank of members with seniority tie dates shall be ordered through the following criteria and numerical scale listed below:

- 26.3.2.B.1 Possession of credentials: Three (3) points each.**
- 26.3.2.B.2 Possession of supplementary authorization(s) one (1) point each.**
- 26.3.2.B.3 Possession of one or more of the specialized Training certifications as recognized by the CCTC, examples include but are not limited to BCLAD, Added Authorization in special education (AASE), Reading Specialist. Two (2) points each.**
- 26.3.2.B.4 Earned degrees from an accredited four-year institution beyond the BA/BS level. Two (2) points each.**
- 26.3.2.B.5 Years taught in an accredited K-12 institution Using subject matter authorization for which unit member is hired. Two (2) points for each full year working.**

26.3.2.C Third: By Lottery: If there are still ties after the application of 26.3.2.A and 26.3.2.B set forth above, a lottery will be held by the District to determine the order of layoffs. Unit members may oversee the method of lottery and be present during the lottery.

26.4 Rehiring: Ties in District Seniority: Rights upon Rehire

26.4.1 Rehiring is to be done in reverse order of layoff as defined herein and pursuant to the Education Code. The former unit member with the highest seniority laid off within the statutory period set forth in the Education Code will be offered the opportunity for rehire into any vacant or newly created position for which they possess a credential, even if said credential is a new credential completed since layoff and is registered with the district office. The results of any lottery held pursuant to 26.3 above shall be utilized in the case of rehire.

26.4.2 In the event that two or more certificated employees first rendered paid service for the District in a probationary position on the same date are subject

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to rehire, the tie-breaker procedure set forth in Section 26.3 shall be utilized. In the event that there remain ties with the use of this internal District seniority test, and no lottery was held for the subject unit members for order of layoff, the lottery process set forth in Section 26.3 shall be utilized to determine order of rehire.

- 26.4.3 Any unit member rehired after layoff pursuant to this Article shall, upon rehire, be granted the same district seniority, salary schedule placement, accrued sick leave, and any other previously accrued benefits as were in effect for the unit member on the date of layoff.
- 26.4.4 ntial is a new credential completed since layoff and is registered with the district office. The results of any lottery held pursuant to 26.3 above shall be utilized in the case of rehire.
- 26.4.5 In the event that two or more certificated employees first rendered paid service for the District in a probationary position on the same date are subject to rehire, the tie-breaker procedure set forth in Section 26.3 shall be utilized. In the event that there remain ties with the use of this internal District seniority test, and no lottery was held for the subject unit members for order of layoff, the lottery process set forth in Section 26.3 shall be utilized to determine order of rehire.
- 26.4.6 Any unit member rehired after layoff pursuant to this Article shall, upon rehire, be granted the same district seniority, salary schedule placement, accrued sick leave, and any other previously accrued benefits as were in effect for the unit member on the date of layoff.

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Article 29

Medi-Cal Administrative Activities, MAA

- 29.1 To the extent that Medi-Cal Administrative Activities, or MAA, is federally funded, CUTA and CUSD agree to the following:
- 29.2 CUTA will actively encourage all their unit members to participate in:
- Training
 - Participation in the Time Study Periods
 - Follow up completion of Time Surveys
- 29.3 The District will annually set aside 50% of MAA funds, net of expenses.
- 29.4 The District will determine the total number of CUTA FTE as a percentage of the total FTE of District employees within fifteen (15) days of the Local Education Consortium's (LEC) notification to the District that all payments have been received for an entire school year. This will include only CUTA members who are in a paid status as of the date of the calculation. This will be used to identify the percentage, or share, of MAA funds due CUTA for the MAA reporting year. The District will apply that percentage to 50% of the net MAA earnings received that reporting year. At the time of distribution, the District will provide CUTA an itemized accounting of all expenses related to MAA activities.
- 29.5 Employer related payroll costs (Medicare, Unemployment, STRS, etc.) will be deducted from the employee's gross earnings when calculating the employee payment. Regardless of FTE, this amount will be distributed equally to all CUTA members in paid status at the time of the calculation noted in 29.4, as a one-time off schedule bonus. Payment will be made to eligible CUTA members within sixty (60) days of the funds being distributed to the District from the LEC. If this distribution occurs during a summer break, the calculations used in 29.4 will be based on the data from the last student day of the prior school year. The parties recognize that MAA funds generally are received 18-24 months after the end of the reporting year.

Criteria for Extra Pay Positions/Assignments

Academic Decathlon Advisor

- Advisor for Academic Decathlon Team
- Meet with team a minimum of twice per month
- Participate in Butte County Academic Decathlon Competition
- Participate in advanced competitions if AD Team wins at county level

High School Athletic Director

- Oversee all aspects of high school sports program at site
- Coordinate with ASB Comptroller on fundraising and expenditure of ASB funds
- Coordinate transportation for Athletic Teams
- Work with Sports Boosters to support and promote athletics
- Prepare annual report to Board of Education on state of Athletics

High School Instrumental Band Assignment

- Produce one major public concert per semester
- Marching Band production at home football games
- Participate in additional 3-5 community events per year
- Work with the ASB Comptroller with fundraising as necessary

Junior High Instrumental Band Assignment

- Produce one major public concert per semester
- Participate in elementary school band recruitment at junior high or at elementary sites

High School Choral Assignment

- Produce one major public concert per semester
- Work with the ASB Comptroller with fundraising as necessary

Junior High Choral Assignment

- Produce one major public concert per semester
- Participate in choral student recruitment at junior high or at elementary sites

High School Dance Production Advisor

- Produce one dance production per semester
- or
- Choreograph dance elements for a full scale drama production (one per semester)

High School Drama Assignment

- Produce one play per semester
- Meet with students 1-2 times per week minimally for rehearsals and production
- Work with ASB to raise and spend ASB funds
- Supervise students through all events associated with play production
- Provide complete accounting of any monies through ASB

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Junior High Drama Assignment

- Produce one play per semester
- Meet with students 1-2 times per week minimally for rehearsals and production
- Work with ASB to raise and spend ASB funds
- Supervise students through all events associated with play production
- Provide complete accounting of any monies through ASB

High School Yearbook Assignment

- Produce Yearbook that includes the following at the school site:
 - Activities
 - Clubs
 - Athletics
 - Staff
 - Students
- Work with ASB to raise and spend ASB funds
- Provide complete accounting of any monies through ASB

Junior High Yearbook Assignment

- Produce Yearbook that includes the following at the school site:
 - Activities
 - Clubs
 - Staff
 - Students
- Work with ASB to raise and spend ASB funds
- Provide complete accounting of any monies through ASB

High School Literary Magazine Advisor

- Produce a Magazine, Book or Website of student work in the following areas:
 - Short Essays
 - Poetry
 - Artwork
 - Other student works including online productions. This could include online posting of student work (including but not limited to video, pictures, etc.).

High School Newspaper

- Produce a minimum of 6 newspapers per year
- Work with ASB when fundraising for newspaper through advertisement revenues

Teacher-in-Charge

- Serve as acting administrator when no administrator(s) is/are on campus.

Secondary Department Chair Position

- Attend monthly Instructional Council Meetings
- Oversee Department Budget
- Advocate for department for staff development
- Chair monthly departmental meetings
- Coordinate with administration regarding the master schedule for department

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Outdoor Education Teacher (Environmental Camp Teacher)

- Participate in 3-5 day outdoor camp with students
- Make all arrangements to get students to camp
 - Bus reservations
 - Permissions forms
- Coordinate with administration for needed health services.
- Monitor fundraising as necessary to provide for camp activity

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In addition to the agreed upon modifications to the collective bargaining agreement, the District will provide \$1,290,281 to the Chico Unified Teachers Association. These are one-time dollars only and, as such, will not be available after the 2013/14 school year. CUTA may designate how these dollars will be used/distributed. If the Local Control Funding Formula (LCFF) produces more than the \$3.3 million that is already in the budget, any dollars over that \$3.3 million would be available for discussion for increased compensation for 2013/14

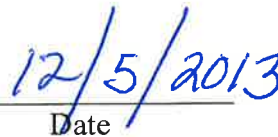
CUTA directs the District to distribute these dollars as follows;

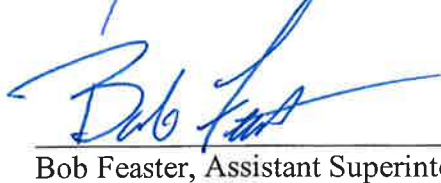
1. Retirees enrolled in medical coverage under the BSSP-JPA Blue Plan during the 12/13 school year will receive monetary compensation equal to the difference in maximum out of pocket expenses between the Blue and Red Plans during the 12/13 coverage year.
2. Retirees enrolled in medical coverage during the 13/14 school year will be reimbursed money already withheld for health insurance contributions for that year, and the CUSD will cover the retiree share of health insurance premiums for the remainder of the coverage year.
3. Retirees enrolled in medical coverage under the BSSP-JPA Blue Plan during the 13/14 school year will receive monetary compensation equal to the difference in maximum out of pocket expenses between the Blue and Red Plans during the 13/14 coverage year.
4. Bargaining unit members employed during the 12/13 school year will be reimbursed money withheld through payroll deduction for health insurance during the 12/13 coverage year.
5. Bargaining unit members employed during the 13/14 school year enrolled in medical coverage will be reimbursed money already withheld for health insurance contributions for that year, and the CUSD will cover the employee share of health insurance premiums for the remainder of the coverage year.
6. The remainder of the funds will be applied as a one-time percentage salary bonus.

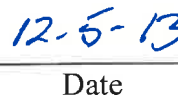
These dollars will be distributed within 60 days of ratification of this agreement by both parties.

This tentative agreement fully resolves all negotiations issues sunshined between the parties for the 2012-2013 and the 2013-2014 school years. This does not preclude impact/effect bargaining or negotiations resulting from changes in funding as referenced in the paragraph above.


Merrilee Anzalone, CUTA Bargaining Chair


Date


Bob Feaster, Assistant Superintendent


Date