

TENTATIVE AGREEMENT

between the

Chico Unified School District

and the

**Chico Unified Teachers Association
(2016-17)**

The Parties agree to the following modifications (highlight and strikethroughs) of the collective bargaining agreement.

Merrilee Anzalone
Merrilee Anzalone, CUTA Bargaining Chair

5-13-16
Date

Jim Hanlon
Jim Hanlon, Assistant Superintendent

5/13/16
Date

A. District Contribution to Health and Welfare Benefits

1. Effective January 1, 2016 the District's required monthly contribution for medical insurance premium for a full-time unit member and a retiree who was full time on the date of his/her retirement shall be:
 - a. Active Unit Members (Composite) \$1,022.00 per month
 - b. Retiree (Single) \$ 858.00 per month
 - c. Retiree (Family) \$1,225.00 per month
2. Commencing with July 1, 2016 through June 30, 2017 the District's required contribution for a medical insurance premium for a full-time unit member and a retiree who was full time on the date of his/her retirement shall be:
 - a. Active Unit Members (Composite) \$ 1,213 per month
 - b. Retiree (Single) \$ 995 per month
 - c. Retiree (Family) \$ 1,412 per month
3. Commencing with July 1, 2017 the District's required contribution for a medical insurance premium for a full-time unit member and a retiree who was full time on the date of his/her retirement shall be:
 - a. Active Unit Members (Composite) \$ 1,093 per month
 - b. Retiree (Single) \$ 929 per month
 - c. Retiree (Family) \$ 1,326 per month

B. Changes/Deletions to Contract Text

1. Article 6
2. Article 7
3. Article 8
4. Appendix 8
5. Article 9
6. Article 10
7. Article 16
8. Article 19
9. Article 20
10. Article 21
11. Article 22
12. Article 25
13. Article 27
14. Appendix A
15. Appendix B
16. Appendix C
17. Appendix D
18. Appendix E
19. Appendix H
20. Appendix I
21. Appendix J

- 22. Appendix K
- 23. Appendix M
- 24. Exhibit A

C. Trigger Language

If the LCFF calculator in the 2016-17 original budget or 2016-17 1st interim budget is greater than \$95,976,415 the parties agree to reopen Article 8 for the 2016-17 school year.

ARTICLE 6 HOURS OF EMPLOYMENT

Note: Any section of sub-section for all articles not noted for change (highlighted) below shall remain status quo.

[ELEMENTARY SUPERVISION]

6.1.1.B.2.a Unless performing student supervision duty, unit members will work on site an additional fifteen minutes prior to and after the close of the student day, engaged in activities related to the teaching task.

6.1.1.B.2.b Based on each unit member's full or part-time service, all forms of student supervision duty, including recess, will be assigned as proportionally and as equitably as possible at each site to all unit members. Supervision may be assigned 30 minutes prior to the start of the student day or during the fifteen minutes after the close of the student day. Supervision duty shall not exceed fifteen minutes. Unit members shall not be assigned more than one supervision duty per day. If unit members on an elementary campus site of less than 300 students vote to add an afternoon recess, one additional duty per day may be assigned at that site.

[CALLED MEETING TIME]

6.1.1.B.2.c.1 Part-time unit members shall attend a prorated share of called meeting time regardless of the meeting start time (as per section 6.1.1.B.2.C). Part-time unit members will attend back-to-school nights and open-house nights as part of their prorated share of called meeting time.

[WORK BEYOND THE CONTRACT YEAR]

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. Site administrators will notify employees that such work is voluntary and will copy notification of work to CUTA.




[KINDERGARTEN WORKDAY]

6.1.1.B.1.b.3. All primary grade teachers, including Kindergarten teachers, will remain on campus the same number of minutes per day. Outside the instructional day, Kindergarten teachers will engage in activities or tasks related exclusively to their own students, as well as incoming or outgoing students. These include but are not limited to consultation with other support personnel such as speech therapists, special education teachers, counselors, parent conferences or communications and IEP's. Additionally, duties outside the instructional day will not include supervision of students or tasks that involve students not assigned to their own class. The district may direct the teacher to perform tasks during the non-student time, provided such duties are limited to emergency situations, as deemed necessary by the district.

[6TH GRADE RECONFIGURATION]

6.1.1.A.2.a.2 At least one (1) of the two (2) Initial Parent Conferencing Days for K-6 teachers at elementary schools shall be a non-student day.

6.1.1.B.1.f.3 Independent Study, ~~7-12~~ grades 6-12: 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 serving elementary schools will receive the same amount of preparation time as other K-6 elementary school teachers receive.

6.1.1.B.2.g Within three (3) weeks of the close of Trimester 1 and Trimester 2, the Director of Elementary Education will send an invitation via email to all teachers at each grade level (TK-6 in elementary schools) to participate in a report card assessment/feedback session(s). The goal of the session(s) will be to include as many teachers as possible in providing feedback and suggestions for the elementary report card for possible changes to be implemented the following school year.

[SECONDARY SDC SH/ED PREP TIME]

6.1.1.B.1.e.6 In the event the district is unable to offer a regularly scheduled prep period to secondary teachers of moderate/severe special day classes (including ED classes), those teachers will be paid for a sixth class as described in 6.1.1.B.e.2 unless the individual indicates to CUSD Human Resources prior to August 1, his or her preference to receive twelve days of substitute prep time.

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 secondary schools and 30/1 for grades 1-6 in elementary schools.

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 – Grade 3

30 students/class provided that up to 30% of the classes (districtwide) may at the District's discretion have as many as 33 students per class in K, and 32 students per class in grades 1-3.

7.1.4.B Grades 4-6 in elementary schools

~~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.

7.1.4.C Secondary Schools

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. Students enrolled in a two period block are counted as one student per each period.

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 in elementary school 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:

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 in 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.

ARTICLE 8 WAGES

[EXTRA PAY ASSIGNMENTS AND POSITIONS]

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 (Article 8, Appendix A, W-EPM, W-EPsA, W-EPA).

[starting at the 5th paragraph]

8.1.2.B For unit members employed in an Extra Pay Assignment, 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).

For unit members continuously employed in an Extra Pay Position prior to July 1, 2015 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). Unit members who held such a position in the 2014/15 school year, will continue to be paid in this manner for so long as they continuously hold that Extra Pay Position.

Unit members employed in an Extra Pay Position after July 1, 2015, will be paid according to Appendix A in Article 8 (see next page).

Extra work for extra-pay categories are:

- Elementary Student Council/Leadership Advisor

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[PLACEMENT ON SALARY SCHEDULE FOR NURSES & SPEECH THERAPISTS]

8.1.5.D For the purpose of salary schedule placement, effective July 1, 2016, individuals qualified for or holding a Vocational Credential or State License for Nursing or Speech Therapy shall be granted a maximum credit of fourteen (14) years for a combination of vocational and/or teaching experience. Any salary increase resulting from the implementation of this provision shall not be paid retroactively for service prior to July 1 2016.

[SECONDARY TRAVEL FOR PREP-TIME]

8.1.9 Multi Campus Unit Members

Secondary unit members that travel between sites during their prep period will be paid a stipend of .044 of their annual salary for loss of prep-time and in lieu of mileage reimbursement.

All other 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 miles driven after reaching the last work site.

Add to W-EPM

Wages Added to Monthly Warrants

Secondary prep-time reimbursement (See 8.1.9)

[BTSA/CREDENTIALING COSTS]

Change to 8.11.1 Accreditation Costs

8.11.1.A Each unit member hired on or after July 1, 2014, who completes BTSA while they remain a District employee shall be reimbursed up to \$3,000 for program tuition. (Previously 8.11.1)

8.1.11.B - School nurses hired after July 1, 2016, who complete the requirements for a Clear School Nurse credential while they remain a District employee shall be reimbursed up to \$3000 for School Nurse Credential program costs. Additionally, the District shall have the discretion to offer reimbursement up to the total tuition cost of the Clear School Nurse credential program.

[EXTRA PAY]

8.2 Salary Schedule for Voluntary Participation, Beyond Work Days and/or Regular Work Year in State/Federal Categorical Programs and/or Grant Funded Programs.

8.2.1 Unit Members' Pay Rate

Effective July 1, 2015, all unit members participating in the programs identified in Section 8.2 shall be paid an hourly rate based on at the prorated hourly rate starting at Step 1 of the current Daily Wage Schedule (W), commensurate with the members' class, progressing one step annually based upon CUSD experience in the programs identified in Section 8.2.1 step 1/column 1, divided by the number of workdays divided by 7 hours.

8.2.2 Exceptions

8.2.2.a Special Education Extended School Year (ESY)

Unit members in ESY 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 step annually based upon CUSD experience in the ESY program.



[STIPENDS]

Article 8
Appendix A
 (Revised 10/15/15)

CHICO UNIFIED SCHOOL DISTRICT
EXTRA DUTY STIPENDS

A. High School Athletic Assignment/Stipend

SPORT	HEAD VARSITY	RELATIONSHIP TO HEAD VARSITY COACH		
		Head Frosh/Soph Head Frosh	Varsity Asst.	Asst. JV Asst. Frosh
Category 1 Baseball, Basketball, Football, Softball, Girls Volleyball	\$4,500	75% \$3,375	65% \$2,925	60% \$2,700
Category 2 Cheerleading, Cross Country, Field Hockey, Ski/Snowboard, Soccer, Swimming, Track, Boys Volleyball, Wrestling	\$3,500	75% \$2,625	65% \$2,275	60% \$2,100
Category 3 Golf and Tennis	\$2,500	75% \$1,875	N/A	N/A
Longevity Factor: For cumulative years of coaching at the high school level in the same sport at any level under CIF guidelines.			After three (3) years, commencing with the fourth year: Stipend plus \$300 After five (5) years, commencing with the sixth year: Stipend plus \$500 After ten (10) years, commencing with the eleventh year: Stipend plus \$1,000 After fifteen (15) years, commencing with the sixteenth year: Stipend plus \$1,500	

- Starting with new coaches 7/1/16, this is the only salary schedule used by CUSD for all new coaching positions.
- Coaches employed before 7/1/16 may choose to remain on the old factor system as long as they remain in the same sport.
- Coaches employed in 2015-16 year may stay on factor salary system if they miss time due to a medical leave.
- Any negotiated salary adjustment will be applied to Stipend Salary only (not to longevity).



HIGH SCHOOL NON-COACHING STIPENDS			
POSITION or ASSIGNMENT	AMOUNT	POSITION or ASSIGNMENT	AMOUNT
Athletic Director	\$5,781*	Department Chair	\$1,118
Intramural Sports Position – Head Director	\$2,042	Newspaper Advisor	\$1,542
Intramural Sports Position – Asst. Director	\$1,542	Academic Decathlon Advisor	\$1,542
Drama Director	\$1,811	Literary Magazine Advisor	\$964
Instructional Leadership Team Member (voted)	\$1,233	Dance Production Advisor	\$1,156
		Career Technical Student Organization (CTSO)	\$1,156**

*factor modified

**limited to 3 stipends per High School

JR HIGH STIPENDS			
POSITION or ASSIGNMENT	AMOUNT	POSITION or ASSIGNMENT	AMOUNT
Instructional Leadership Team Member (voted)	\$1,233	Newspaper Advisor	\$1,040
Drama Director	\$1,156	Yearbook Advisor	\$1,040
Intramural Sports Position – Head Director	\$2,042	Broadcast Advisor	\$1,156
Intramural Sports Position – Asst. Director	\$1,542	Teacher In Charge	\$1,927
Department Chair	\$1,118		

ELEMENTARY STIPENDS			
POSITION or ASSIGNMENT	AMOUNT	POSITION or ASSIGNMENT	AMOUNT
Teacher in Charge	\$1,927	Honor Choral Director	\$771
Instructional Leadership Team Member (voted)	\$1,233	Honor Band Director	\$771
Outdoor Education Teacher 5 days	\$617	Outdoor Education Teacher 3 days	\$370
Student Council/Leadership Advisor	\$500		

Each year, the District shall determine which positions or assignments shall be offered.

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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



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

Outdoor Education Teacher (Environmental Camp Teacher)

- Participate in 3-5 day outdoor camp with students
- Make all arrangement 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

Career Technical Student Organization Advisor (CTSO)

- Advisor for either **Skills USA** or **FHA-HERO**; affiliate of **FCCLA**
- Elect chapter officers and meet with student teams regularly
- Participate in yearly Regional Competitions
- Participate in advanced competition if team(s) qualify at Regional level

Elementary Student Council/Leadership Advisor

- Organize school participation and attendance for the Elementary School Leadership Conference
- Monthly student leadership meetings
- Organize school activities

ARTICLE 9 HEALTH AND WELFARE

9.1.1.B The maximum District contribution for a full time unit member shall be \$1,093 per month effective July 1, 2016. See 9.12 for future increases.

9.3.1 Effective July 1, 2016 the District's required monthly contribution for a medical insurance premium for a retiree who was full-time on the date of his/her retirement shall be:

9.3.1.A \$ 929.00 per month (single)

9.3.1.B \$1,326.00 per month (family)

~~9.3.2 Effective January 1, 2016, the District's required monthly contribution for a medical insurance premium for a retiree who was full-time on the date of his/her retirement shall be:~~

~~9.3.2.A \$ 858.00 per month (single)~~

~~9.3.2.B \$1,225.00 per month (plus spouse).~~

ARTICLE 10 LEAVE POLICIES

[BEREAVEMENT LEAVE]

10.1.4.A A unit member who is absent due to the death of an immediate member of the family shall be entitled to a leave of absence without loss of pay for each such bereavement. An "immediate member of the family" is defined as including only the following: "A unit member's husband, wife, son, daughter, **step son/daughter**, father, mother, **step father/mother**, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, **step brother/sister**, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member."

[CHILD BONDING LEAVE]

10.1.12.D In the case of leave under Education Code section 44977.5 sick leave, including accrued sick leave, must be used. If an employee exhausts her/his accumulated sick leave prior to expiration of the 12 weeks of Child Bonding Leave, s/he shall be entitled to differential pay as defined in Education Code for the balance of the 12 week period.



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, 2006. 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, 2020 with re-openers as follows:

19.2.1 During the 2016/17 school year – Articles 7 (Class Size) and Article 29 (MAA) to shall be the subject of continued negotiations. For the 2017/18 school year, Articles 8 and 9 shall be reopened plus one (1) other article or topic of bargaining by each party.

19.2.2 If the LCFF calculator in the 2016-17 original budget or 2016-17 1st interim budget is greater than \$95,976,415 the parties agree to reopen Article 8 for the 2016-17 school year.

19.2.3 If the negotiated agreement creates a District contribution for medical insurance that exposes the District to payment of a penalty pursuant to the ACA "Cadillac tax," the parties will promptly meet to redistribute the District's contribution to eliminate the application of the Excise Tax (and any other adverse impacts or effects) to either the District or a unit member.

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.

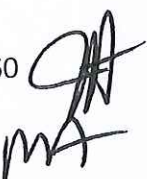
ARTICLE 20
DISTRICT RIGHTS

(Section 8.1.8.B will be moved to Article 20 under District Rights – below.)

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

Article 27
Project Educator

Move Schedule Y from Article 8 to Article 27



[DELETION OF OBSOLETE CONTRACT LANGUAGE]

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) work days. ~~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.2 Of the total one hundred eighty-three (183) work days 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 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 (1) shall be a mandatory~~ District-scheduled staff development day. The District will consult with CUTA before scheduling the before-school Staff Development day.

6.1.1.A.5 ~~Unit members may be eligible for 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 Agreement does not provide 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~~

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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.

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

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

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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: 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.

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

Twelve (12) days of prep time to be taken in full or half-day increments delivered by substitute teachers.



~~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.b Kindergarten Teachers

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 (3) or more tracks.~~

6.1.1.B.1.c.1 Not more than two hundred eighty (280) minutes of teaching in traditional and one (1) track YRE schools plus recess supervision (as per 6.1.1.B.2.b). ~~Not more than two hundred eighty six (286) minutes of teaching plus recess supervision in year round schools with three (3) or more tracks.~~

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

6.1.1.B.1.d.1 Not more than three hundred (300) minutes of teaching plus supervision (as per 6.1.1.B.2.b). ~~in traditional and one (1) 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 (3) or more tracks.~~

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:

Move Schedule "Y" down to Article 27

8.1.2.B Extra Pay Wages Calculations

Annual Wages Rate – Annual wages for these positions will be specified as flat dollar amounts.

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 three (3) or more tracks.~~

Hourly Wages Rate – Hourly wages will be computed by determining the unit member's daily rate, then dividing the daily rate by 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).~~ Replaced with new language.

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Extra work for extra-pay categories are:

- Academic Decathlon Advisor Position
- Middle School/Jr. & Sr. High Activities Advisor Assignment
- Sr. High Agricultural Program Assignment
- ~~Driver Training Coordinator Position (Summer)~~
- Sr. High Athletic Director Position
- Middle School/Jr. & Sr. High Instrumental Band Assignment
- Middle School/Jr. & Sr. High Choral Assignment
- Middle School/Jr. & Sr. High Drama Assignment
- Middle School/Jr. & Sr. High Yearbook Assignment
- Middle School/Jr. & Sr. High Newspaper Assignment
- Sr. High Cheerleader Advisor (Fall)
- Assistant Cheerleader Advisor (Fall) (Revised 1997-98)
- Sr. High Cheerleader Advisor (Spring)
- Assistant Cheerleader Advisor (Spring)
- Sr. High Dance Production Advisor (Added May 1998)
- Sr. High Literary Magazine Advisor (Added May 1998)
- Jr. 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 Jr. Varsity, Head Freshmen and Assistants in a Given Sport)
- Outdoor Education Teacher (Environmental Camp Teacher) (Added 1994-95)

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:

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

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.

8.1.8 — Supervising Teachers

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 \$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 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.

(Section 8.1.8.B will be moved to Article 20 under District Rights.)

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.~~

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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 (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
Jr. High School Activities Advisor Assignment (revised 2008-09)	.20 per year + two release periods and up to 5 days extra at District discretion
High School Agricultural Program Assignment	.20 of the unit member's salary on the Regular Salary Schedule
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
<u>Wages Added to Regular Monthly Warrant</u>	<u>Factor or Wage</u>
*Driver Training Coordinator Position (Summer)	.02 per year
*Driver Training Position (before and after school hours) (revised May 1998)	\$22.75 per hour
*Paid Volunteer Position (revised May 1998)	\$16.70 per hour

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SCHEDULE W-EP SA

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 + 2 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
Intramural Sports Position - Assistant Director Position	.040 per year
Jr. High School Intramural Sports Position-Head Director Position	.090 per year
Jr. High School Intramural Assistant Director (2) Position	.080 per year
Outdoor Education Teacher (Environmental Camp) 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




ARTICLE 16

COMPLETION OF MEET AND NEGOTIATION

16.1 — During the term of this Agreement, except as to negotiations concerning an agreement as expressly provided below in this Article, the CUTA and the District expressly waive and relinquish the right to meet and negotiate and agree that neither the District nor the CUTA shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each such subject or matter may not have been within the knowledge or contemplation of either or both the District or the CUTA at the time of negotiations and execution of this Agreement, and even though such subject or matter was proposed and later withdrawn, provided, however that in the event a court of competent jurisdiction considering this Agreement expressly holds any provision of this Agreement to be contrary to law, the CUTA and the District shall each have the right to meet and negotiate solely for the limited purpose of negotiating a new or alternate provision to replace the provision so declared contrary to law.

The matters on which negotiations shall be permitted during the term of this Agreement are expressly limited to the following:

16.1.1 — Wages covering the second and third years of this Contract, being the periods between September 1, 1978 to August 31, 1979 and September 1, 1979 to August 31, 1980.

16.1.2 — Class Size, K through 12 only, for the third year of the contract being the period between September 1, 1979 to August 31, 1980.

16.1.3 — The parties, if they mutually agree to do so, may attempt further negotiations on any portion of the contract at any time during the contract term.

16.2 — No leave may be used in connection with CUTA activities which are not provided for in this Agreement, such as work stoppages or the like.

16.3 — As a condition to the First Amendment to this Agreement between Chico Unified School District and Chico Unified Teachers Association, CUTA agrees to close negotiations applicable to the year 1978-79, except as specified in paragraph 16.1.3 of Article 16, provided, however, that if the courts or the legislature hereafter provides for increases in certificated school employees' salaries for the 1978-79 year without restrictions or funding penalties connected with such salary increase, and provides the necessary additional funds for said salary increases, Article 8 — Wages, will then be open for the year 1978-79. In computing the amount of additional funds provided for said salary increases, the amounts required to fund the items granted in Paragraph 2 of the First Amendment, specifically additional Health and Welfare Benefits as stated, shall be deducted from such additional funds. This shall not preclude negotiations for the year 1979-80 taking place in fiscal year 1978-79 as provided in Article 15.

ARTICLE 21

ELEMENTARY AND SECONDARY EDUCATION ACT

21.1 Definitions

21.1.1 "Instructional Leadership Team" (ILT) refers to a team of staff members, the majority of which are CUTA unit members from staff at a school site that has been designated for Program Improvement under the Elementary Secondary Education Act (ESEA).

21.1.2 "Program Improvement" (PI) refers to sanctions on a school site or sanctions on the District under ESEA.

21.2 Instructional Input

21.2.1 To address PI issues at an individual school site, the input of teachers, administrators, and other educational professionals is key to effecting change.

21.2.2 Instructional Leadership Team

21.2.2.A If a school site reaches PI status, the District will form an Instructional Leadership Team (ILT).

21.2.2.B The majority of voting members on the ILT shall have been nominated by, and elected by, the CUTA unit members at the site in a manner consistent with Section 21.2.2.D, below.

21.2.2.C The composition of the ILT will be as follows:

21.2.2.C.1) At K-6 elementary schools:

21.2.2.C.1)a two (2) unit members from primary grades (K-3);

21.2.2.C.1)b two (2) unit members from intermediate grades (4-6);

21.2.2.C.1)c one (1) unit member from special programs or a Title One Teacher (if applicable);

21.2.2.C.1)d one (1) unit member from support services, such as Reading Recovery, Library Media, RSP, EL or Speech, etc.; and

21.2.2.C.1)e CUTA shall have the discretion to appoint one (1) unit member from the site as an *ex officio* (non-voting) member.



~~21.2.2.C.2) — At a junior high school site:~~

~~21.2.2.C.2)a — one (1) unit member from each of the four (4) core content departments;~~

~~21.2.2.C.2)b — one (1) unit member representing elective courses;~~

~~21.2.2.C.2)c — one (1) unit member from support services such as library media, counselor, speech or nurse; and~~

~~21.2.2.C.2)d — CUTA shall have the discretion to appoint one (1) unit member from the site as an *ex officio* (non-voting) member.~~

~~21.2.2.C.3) — At a comprehensive high school site:~~

~~21.2.2.C.3)a — one (1) unit member from each of the four (4) core content departments;~~

~~21.2.2.C.3)b — one (1) unit member representing elective courses;~~

~~21.2.2.C.3)c — one (1) unit member from support services such as library media, counselor, speech or nurse; and~~

~~21.2.2.C.3)d — CUTA shall have the discretion to appoint one (1) unit member from the site as an *ex officio* (non-voting) member.~~

~~21.2.2.D — Voting members of the ILT shall be selected as follows:~~

~~21.2.2.D.1) — The process for choosing the unit member representatives shall be by secret ballot among the unit members at the site.~~

~~21.2.2.D.2) — The District shall designate the administrative members of the team (e.g. administrators, psychologists, etc.).~~

~~21.2.2.D.3) — The administrative members and the bargaining unit members of these teams will mutually agree upon the designation of other individuals to be named as a member of the team (i.e. parents, students, and others in the school community).~~



21.2.3 ILT Responsibilities

21.2.3.A It is the role of the ILT to make recommendations for appropriate action(s) based upon a consideration of factors such as:

21.2.3.A.1) reviewing data on student achievement;

21.2.3.A.2) developing and reviewing intervention activities for students;

21.2.3.A.3) identifying and implementing a new instructional focus;

21.2.3.A.4) targeting instructional needs of students as determined by assessment data;

21.2.3.A.5) supporting staff development for teachers and aides as aligned with the new instructional focus; and

21.2.3.A.6) conducting a data-driven program evaluation annually focusing on student achievement.

21.2.3.B The ILT shall develop and recommend a budget for the expenditure of State/ Federal dollars allocated to the school site as a direct result of the school being identified as PI.

21.3 In Year Three (Corrective Action)

21.3.1 The ILT will develop and recommend to the Board of Education appropriate corrective measures for implementation that include at least one (1) of the following:

21.3.1.A implementing a new curriculum;

21.3.1.B decreasing management authority at the school level;

21.3.1.C restructuring the internal organizational structure of the school;

21.3.1.D requesting the assistance of an outside expert.

21.4 In Year Four (Restructuring)

21.4.1 The ILT will develop and recommend to the Board of Education a major restructuring governance plan to be implemented in Year Five (5).

21.4.2 The parties acknowledge that the ILT will not make recommendation concerning:

21.4.2.A reopen school as a charter;

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21.4.2.B — replace all or most staff including principal;

21.4.2.C — contract with outside entity to manage school; or

21.4.2.D — State takeover (not an option in California);

21.5 — School Board

21.5.1 — If a school reaches Corrective Action (Year 3), the decision regarding the course of corrective action taken by the District shall be determined by the Board of Education, from among the options set forth in the statute, after consideration of the recommendations of the ILT.

21.5.2 — If a school reaches Restructuring (Year 4), the decision regarding the plan for alternative governance of the school taken by the District shall be determined by the Board of Education, in accordance with the options set forth in the statute, after the consideration of the recommendations of the ILT.

21.6 — Modifications of Hours of Employment

To create time for unit members to work on PI tasks:

21.6.1 — In PI schools that do not have sufficient instructional minutes to create a shortened day, the ILT may recommend lengthening the student day at those schools for the purpose of providing other shortened student days for unit members to work collaboratively on ILT tasks for the duration of their normal work day on a full student day. This recommendation is subject to the approval of CUTA and the District.

21.6.2 — In PI schools that have sufficient instructional minutes to create a shortened day, the ILT shall have the ability to designate shortened student days for unit members to work collaboratively on ILT tasks for the duration of their normal workday on a full student day. This recommendation is subject to the approval of CUTA and the District.

21.6.3 — Except as required by law, there shall be no after school programs run by unit members on the shortened day.

21.7 — Compensation

21.7.1 — A unit member who is elected to an Instructional Leadership Team shall receive a stipend. The stipend shall be at a factor of .032 of Schedule W-EP5A.

21.7.2 — A unit member who is required by the site administrator to participate in professional development in support of PI, outside of the workday or work year, shall be paid at their hourly rate.



21.8 — General Provisions

21.8.1 — No ILT shall:

21.8.1.A — Be vested with the power to hire, fire or evaluate unit members. These responsibilities are, and shall remain, the sole responsibility of the District.

21.8.1.B — Engage in collective bargaining or have the authority to address employment matters.

21.8.2 — The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board Policies and/or written Administrative Rules and Regulations which affect unit members covered by the terms of this Agreement. The parties acknowledge that certain Board actions may be required by the statute and are not within the discretion of the District.

21.8.3 — Each teacher shall teach the District essential standards appropriate to their assignment and shall choose instructional techniques to facilitate student academic learning. A teacher's choices shall be measured against the CUSD Rubric Supporting the California Standards for Teaching Professionals.

This sub-article (21.8.3) shall be a pilot for 2006/07 and 2007/08, and shall establish no precedent after June 30, 2008. This sub-article shall be a mandatory reopener for 2008/09.

21.8.4 — At the request of the either party, CUTA and the District agree to mutually open any articles of the current contract that are impacted by the District's requirement to comply with the ESEA.

21.8.5 — Annual Parent Notification

21.8.5.A — Except as required by statute:

21.8.5.A.1) — The District shall not initiate the release of the name(s) or grade level(s) of teachers who are deemed to be highly qualified.

21.8.5.A.2) — The District shall not initiate the release of the name(s) or grade level(s) of unit members who are not considered highly qualified.

21.8.5.B — If the District receives a request from a parent for information about the professional qualifications of a unit member, the District shall only provide information about the following:

21.8.5.B.1) whether the unit member has met State qualifications and licensing criteria for the grade levels or subject area taught;

21.8.5.B.2) whether the unit member has an emergency waiver certification;

21.8.5.B.3) the degree(s) and certification held by the unit member and subject area for each degree or certification(s).

21.8.5.C) The District shall notify the Association and unit member in writing about any parental request for information about the unit member's qualifications prior to the release of that information.

21.8.6) The provisions of this Article shall only apply to Program Improvement activities pursuant to the ESEA.

21.8.7) The provisions in Sections 21.7.2, 21.8.3, and 21.8.5 of this Article shall be applied equitably to all unit members engaged in applicable site level or District program improvement measures.




ARTICLE 22

PEER ASSISTANCE AND REVIEW (PAR)

22.1 — Joint Committee (JC)

22.1.1 — The Joint Committee shall consist of five (5) members. Three (3) shall be certificated classroom teachers who are chosen to serve by the Association. Two (2) shall be appointed by the District.

22.1.1.A — All actions of the Joint Committee shall be taken by a vote of at least four (4) members.

22.1.1.B — There shall be two (2) alternates (one (1) appointed by the Association and one (1) appointed by the District). An alternate will only serve in the absence of a regular member of the Joint Committee who was appointed by the party that named the alternate.

22.1.2 — The Joint Committee shall establish its own meeting schedule. To meet, at least four (4) members of the Joint Committee must be present. Teachers who are members of the Joint Committee may be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, regular members of the Joint Committee appointed by the Association shall receive a stipend of Two Thousand Dollars (\$2,000) per year. The Joint Committee may, at any time meet and adjust their stipend in an amount not to exceed Four Thousand Dollars (\$4,000). However, in no event shall the total amount of the stipends be increased to a level beyond twenty percent (20%) of the total funding for the program in any fiscal year.

22.1.3 — The Joint Committee shall be responsible for the following:

22.1.3.A — The Joint Committee shall administer the budget for the program which shall be developed by the District in consultation with the Joint Committee and approved by the Board.

22.1.3.A.1 — This is a stand alone program, with no encroachment costs on the general fund. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.

22.1.3.B — Providing annual training for the Joint Committee members.

22.1.3.C Establishing its own meeting schedule, rules of procedure, including the method for the selection of a Chairperson.

22.1.3.D Selecting the panel of Consulting Teachers.

22.1.3.E Selecting training and/or training providers.

22.1.3.F Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

22.1.3.G Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal.

22.1.3.H Making available a list of Consulting Teachers for selection by the Participating Teacher.

22.1.3.I Adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

22.1.3.J Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

22.1.3.K Establishing a procedure for application as a Consulting Teacher.

22.1.3.L Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.

22.1.3.M Reviewing the final report prepared by the Consulting Teacher and making the report available to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.

22.1.3.N Evaluating annually the impact of the PAR program in order to improve the program.

22.1.5 The District agrees to indemnify and hold harmless, and provide a defense to any Association-selected member of the Joint Committee against any claims,

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causes of action, damages, grievances, administrative proceedings or any other litigation arising from their participation in Peer Assistance and Review. The Association may retain the right to select its own attorney to represent it in such actions, at Association expense and would then maintain complete control of the litigation.

22.2 Volunteer Participating Teachers (VPT)

22.2.1 A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR program. Volunteer Participating Teachers must receive approval from the Joint Committee in order to participate. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

22.2.2 Except as provided by law, all communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

22.3 Referred Participating Teacher (RPT)

22.3.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation as per the standard Evaluation Article, Article 12.

22.3.2 A Referred Participating Teacher will select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested by the Participating Teacher or the Consulting Teacher and approved by the Joint Committee.

22.3.3 The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

22.3.4 The Referred Participating Teacher shall not be eligible for voluntary transfer while he/she remains in the program, except upon mutual agreement of the District and the Association.

22.4 Consulting Teachers (CT)

22.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

22.4.1.A A credentialed classroom teacher with permanent status.

22.4.1.B A minimum of five years classroom instruction in Chico Unified School District.

22.4.1.C Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.4.1.D The Joint Committee may establish more criteria.

22.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

22.4.2.A A reference from a building principal or immediate supervisor.

22.4.2.B A reference from an Association representative not on the Joint Committee.

22.4.2.C A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

22.4.3 A list of qualified Consulting teachers will be created following classroom observations and interviews by members of the Joint Committee. By a majority vote of the Joint Committee, Consulting Teachers will be activated as needed from the list.

22.4.4 A Consulting Teacher shall be provided release time as needed and as approved by the Joint Committee. If the Consulting Teacher works outside of his or her day for purposes other than working with individual RPTs, s/he shall be remunerated at his or her per diem hourly rate, if approved by the Joint Committee. The term of the Consulting Teacher may, upon

approval of the Joint Committee, be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher, unless the Association agrees in writing to the contrary; such agreement shall not be unreasonably withheld.

22.4.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a base stipend of \$1,500, which may include training with Voluntary Participating Teacher activities and staff development. In addition, a Consulting Teacher will receive \$1,500 per Referred Participating Teacher, up to a maximum of two teachers. The Joint Committee has authority to adjust the annual stipend in an amount not to exceed \$4,500.

22.4.6 A Consulting Teacher may not be released for more than 40% of his or her regular assignment. Upon completion of his or her service as a released time Consulting Teacher, a teacher shall be returned to his or her regular assignment.

22.4.7 The number of Participating Teachers for whom a Consulting Teacher may have responsibilities shall be determined by the Joint Committee. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.

22.4.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program in accordance with Education Code Sections 44500, et seq.

22.4.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

22.4.10 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written and/or oral reports to the Referred Participating Teacher for discussion and review.

22.4.11 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the objectives of the Goal Setting Agreement have been completed. At that point, the Consulting Teacher shall prepare a Final Report and submit that Final Report to the Joint Committee. This Final Report shall, in general, be prepared no later than twelve (12) months following the date of the Referred Participating Teacher's referral to this Peer Assistance and Peer Review Program. With agreement from the Joint Committee, this twelve-month period may be extended in six month increments. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her comment before it is submitted to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response to the Final Report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice. The Referred Participating Teacher's signing of the Final Report does not necessarily mean agreement, but only that he or she has received a copy of the Final Report.

22.4.12 The Referred Participating Teacher's Final Report on program participation shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

22.4.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Review. The Consulting Teacher may choose to retain his or her right to select his or her own attorney to represent him or her in such actions, at his or her own expense.

22.4.14 The terms of the PAR Program may be open to renegotiation at the request of either party.

22.5 Liaison

The Liaison is a teacher at each school site who will be the first line of communication between the Joint Committee and certificated personnel. The Liaison will distribute information to certificated mailboxes, promote PAR services, share PAR successes, and provide information to teachers interested in becoming Consulting Teacher Applicants and Volunteer Participating Teachers.

22.5.1 The Joint Committee will choose the Liaison from applicants who write a paragraph explaining why they are applying for this position.

22.5.2 The stipend for liaison will be based on the number of teachers at the school.

Teachers	Stipend
1-15	\$250
16-32	\$500
33-70	\$600
71-UP	\$700

22.5.3 The Liaison will not be chosen if currently serving as a Consulting Teacher, or if currently participating as an RPT or Joint Committee member.

22.6 New Teacher Assistance

22.6.1 General, non-evaluative assistance to new teachers may be given by specific Consulting Teachers designated to be New Teacher Assistance Providers (NTAP). These individuals shall apply specifically for these positions and shall be selected in the same manner that other Consulting Teachers are selected.

22.6.2 Assistance Programs, including projected budgets, shall be designed and submitted to the Joint Committee and to the Director of Staff Development and Categorical Programs for approval.

22.6.3 These NTAPs shall be remunerated at the rate of \$35 per hour for any work done outside of their regular work day or, NTAP's may be provided release time in order to assist their new teachers.

ARTICLE 25

TRACK ASSIGNMENT OF TEACHERS FOR YEAR ROUND SCHOOLS

25.1 Track Assignment of Teachers for Year Round Schools

Initial track assignment of teachers for year round schools will be made according to the following procedures:

25.1.1 Teachers may meet according to grade level and try to mutually agree to their track assignment within a time frame specified by the principal. If mutual agreement is reached among the teachers regarding their respective track assignments, the principal shall assign tracks as agreed; however, final track assignments shall be made by the principal whenever mutual agreement cannot be

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reached within the designated time frames.

25.1.2 In those cases where mutual agreement cannot be reached because more than one teacher requests the same track, the principal shall determine final placement subject to but not limited to the following non-prioritized criteria:

25.1.2.A — Certification of employee;

25.1.2.B — Training and experience at the grade level within the District;

25.1.2.C — Years of experience;

25.1.2.D — Track placement of any spouse of an employee so that employee and spouse may be on the same track;

25.1.2.E — School site seniority;

25.1.2.F — Best interests of educational needs.

25.1.3 Any employee who disagrees with the initial track assignment made by the principal may appeal it in writing to the Superintendent/designee specifying the reason(s) for the appeal. The Superintendent/designee shall review the appeal and make a decision within ten (10) work days. The decision of the Superintendent/designee shall be final.

25.1.4 After assignments have been completed, two unit members teaching at the same level may propose an exchange of track assignments, subject to final approval by the principal. The principal's denial of a proposed exchange shall be given in writing, stating the reasons for the denial.

25.1.5 Unit members may propose that they switch tracks at the end of any school year. Such proposal is subject to final approval by the principal. After an initial assignment to a track, a unit member will not be assigned involuntarily to another track without prior compliance with the criteria in 25.1.2.

25.1.6 Teachers within the same year round school who wish to be reassigned from one track to another track shall be given first consideration for any track opening which may occur at that school.

25.2 — Year Round Education Teachers/Children Track/School Preference

25.2.1 Children of teachers who are assigned to a year round school shall be given their choice for track assignment at the same year round site, if requested, or to a like track at another year round school site if preferred, including transfers from a traditional school.

25.2.2 Children of teachers who are assigned to a traditional school and who are enrolled at a year round school shall be granted transfer to the same traditional school as the teacher, if requested, or to another traditional school on a space available

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basis, if preferred.

25.3 Tentative Teaching Assignments (All Unit Members)

Each unit member shall be informed of his/her tentative assignment for the coming school year no later than five (5) days prior to the end of his/her work year.

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APPENDIX A

**MEDIATOR'S SETTLEMENT PROPOSAL INITIATED BY WILLIAM J. HANEY AND
PRESENTED TO THE PARTIES, CUSD AND CUTA, ON FEBRUARY 17, 1987**

- A. The District shall not terminate or suspend any unit member for participation in any concerted activity sanctioned by the Association which was directly related to the negotiations in 1986-87 leading up to this settlement. The District also shall not place any written reprimand in a unit member's personnel file for participation in any concerted activity sanctioned by the Association which was directly related to the negotiations in 1986-87 leading up to this settlement.
- B. The Association shall not take any action against any unit member for failure to participate in any concerted refusal to work officially sponsored by the Association. The Association shall not take any action against any student because of negotiations in 1986-87 leading up to this settlement.
- C. Upon request by a unit member, the District shall reinstate any unit member to an extra-compensation position from which the unit member resigned because of negotiations in 1986-87. In no case shall any unit member receive any compensation for an extra-pay position during the period of time from the effective date of the resignation to the effective date of the reappointment.

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YEAR-ROUND EDUCATION TASK FORCE

Within twenty (20) working days of the completion of the 1991-92 negotiations, the District and Association agree to participate in an Assessment Task Force of year-round education. This task force will review issues including but not limited to track placement, combination classes and communication.

The task force membership from each multi-track YRE site shall consist of:

- Two unit representatives and one alternate selected by CUTA.
- One parent representative and one alternate selected by the parents of that site.
- One administrator and one alternate selected by the District.

The task force membership shall also include up to two District administrators selected by the District.

Recommendations mutually acceptable to the Association and the District on matters not within the scope of representation will be referred to the Superintendent for presentation to the Board of Education. Mutually acceptable recommendations within the scope shall be referred to the negotiations process.



CHICO EDUCATORS HEALTH AND WELFARE BENEFIT TRUST

PARTICIPATION AGREEMENT

A. RECITALS

Certain public school districts and public school employee unions have established the *CHICO EDUCATORS HEALTH AND WELFARE BENEFIT TRUST* to provide health and welfare benefits for members of public school bargaining units and for management and confidential employees of districts, school board members and retirees.

The *Chico Unified School District* and the *Chico Unified Teachers Association* have entered into a collective bargaining agreement which provides for contributions to the Trust for the provision of health and welfare benefits for employees of the District represented by the Union.

B. PARTIES

This PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into by and among the *Chico Educators Health and Welfare Benefit Trust* (hereinafter "the Trust"), a tax exempt trust under Internal Revenue Code Section 501 (c)(9), the *Chico Unified School District* (hereinafter "the District") and the *Chico Unified Teachers Association* (hereinafter "the Union").

C. TERMS OF AGREEMENT

In consideration of the mutual promises and covenants to be observed, kept and performed by the parties hereto, it is agreed as follows:

1. *Employee*

The term "employee," as used herein, refers to all persons in employment classifications designated on the Election Form as eligible to participate in the Trust.

2. *Election Form*

The benefit plan(s) (hereinafter "the Plan(s)") selected by the District and the Union are those set forth in the Benefits Plan Election Form (hereinafter "the Election Form"), attached hereto as Exhibit "A" and incorporated herein as though fully set forth,

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a. — Eligibility rules

The District and the Union agree to the uniform eligibility rules of the Trust, attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

b. — Employee contributions

A full contribution must be paid for each employee for each of the plans elected in Section 3 of the Election Form. If the collective bargaining agreement between the District and the Union provides for employees to pay a portion of the contribution, such bargaining agreement shall, by execution of this Agreement, be deemed to require each employee to authorize the District to withhold the required employee portion of the contribution monthly during the term of this Agreement from each such employee's compensation and to require the District to remit that amount together with the District's portion in one aggregate payment to the Trust.

c. — Contribution rates

The contribution rates and the terms of the Plans specified in the Election Form and the Trust eligibility rules may be changed by the Trust effective not later than July 1 of each school year. The Union and the District will be notified in writing of applicable rates and benefit and eligibility rules changes at least thirty (30) days prior to their effective date. If the revised contribution rate is not paid, the Trust may terminate this Agreement in accordance with Section 7.b., *infra*.

3. — District Contributions and Reports

a. — Report of covered employees

The District shall prepare and submit to the Trust monthly by such date as the Trust prescribes a current list on a form to be supplied by the Trust, of all employees who are covered under each Plan, annotated to add newly enrolling employees and to delete employees who are no longer eligible;

b. — Payment of District contributions

All contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly basis in the amount per employee specified in the Election Form for each employee included on the monthly list referred to in Section 3.a., *supra*. Such Contributions shall be made promptly in advance to the Trust at the beginning of each calendar month.

c. — Delinquent contributions

The District's contribution shall be considered delinquent if any part thereof is not received within thirty (30) days after the due date, unless the District has deposited with the Trust an amount equal to one month's estimated monthly contribution, or unless the Trust excuses such delinquency for good cause. Any prepayment shall be held for the District by the Trust and the District shall pay to the Trust the sum of ten percent (10%) of the amount of the

delinquent contribution or contributions due and payable in a month. This amount shall become due and payable to the Trust by the District as liquidated damages and not as a penalty, at the place where the contribution is payable upon the day immediately following the date on which the contribution or contributions become delinquent, which payment shall be in addition to the delinquent contribution or contributions. Interest shall be charged on delinquent contributions at the rate of one percent (1.0%) simple interest per month, or such other reasonable rate as the Board may from time to time establish under applicable law. All contributions paid to the Trust shall first be applied to any delinquent payments, liquidated damages and/or interest charged in the order and amount as determined by the Trust. In the event the Trust determines it is necessary to consult legal counsel with respect to the District's delinquent payments, there shall be added to the obligations of the District reasonable attorney's fees, court costs and all other reasonable expenses incurred by the Trust in connection with collection of such delinquency, provided the Trust prevails in such collection effort.

4. *Collective Bargaining Agreement*

This Participation Agreement shall not be effective until the District and the Union provide the Trust a copy of their current collective bargaining agreement and the provisions of such agreement for participation in the Trust are approved by the Trust. The District and the Union shall promptly provide the Trust with copies of any changes in their collective bargaining agreement relative to participation in the Trust. The provisions of this Agreement and the Declaration and Agreement of Trust Establishing the Chico Employees Health and Welfare Benefit Trust Fund shall govern and shall be read consistently with the collective bargaining agreement between the District and the Union.

5. *Financial Statement*

Annually the Trust shall submit a financial statement to the District and the Union.

6. *Distribution of Materials*

The District agrees to cooperate and assist in the distribution to employees of enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.

The Trust will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify the Trust of the termination, reduction in hours or death of any employee or of any other COBRA qualifying event as required by law.

Handwritten signature and initials, possibly "MA", in the bottom right corner.

7. — Termination

a. — District or Union termination

The District and the Union may terminate their participation in the Trust as of June 30th of any year by a jointly executed notice of termination delivered to the Trust on or before the preceding May 1st. If the District and the Union terminate participation without such notice, the District shall be required to pay an exit fee equal to the average monthly contribution paid in the prior 12-month period.

b. — Trust termination

The Trust may terminate this Agreement at any time if the District fails or refuses to make all payments required hereunder for the Plans shown on the Election Form within thirty (30) days following the date of delinquency specified in Section 3.c., *supra*.

c. — Trust responsibility for claims

Following termination of this Agreement, it is understood and agreed that the Trust shall be responsible for payment of eligible claims of covered employees and/or officers incurred on or before the termination date only in accordance with the terms and specifications of this Agreement and the Declaration and Agreement of Trust Establishing the Chico Educators Health and Welfare Benefit Trust and of each applicable Plan. The parties acknowledge that after termination of participation, neither the employees and/or employees representatives nor the District shall retain any right or interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation.

8. — Binding Effect of Trust Agreement

The parties hereto agree to be bound by the terms and provisions of the Declaration and Agreement of Trust Establishing the Chico Educators Health and Welfare Benefit Trust.

9. — Waiver of Claims

The District and the Union hereby waive any claim against the Directors, agents or employees of the Trust for any loss, cost or expense, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities hereunder or under the Trust Agreement.

10. — Limit of Liability

In the event that, at any time, the Trust does not have sufficient assets to permit continued payments hereunder, this Agreement shall impose no liability on the Board of Trustees of the Trust, individually or collectively, or the Participants, or Unions, or any other person or entity of any kind to provide the benefits established hereunder.

11. — Right of Beneficiary(ies) to Appeal Claim Denial

Beneficiaries, or their duly authorized representatives, may appeal claim denials, whether in full or in part, as follows:

a. — *Original rejection or denial*

Within thirty (30) days after a claim has been rejected or denied, in whole or in part, by the Claims Administrator and notice thereof has been sent to the beneficiary, the beneficiary may, in writing to the Claims Administrator, request that the Claims Administrator reconsider the action. The Claims Administrator will then reconsider the action, and will advise the beneficiary, in writing, of the results of the reconsideration.

b. — *Rejection or denial on reconsideration*

Within sixty (60) days after action on the request for reconsideration has been mailed to the beneficiary, the beneficiary may file with the Claims Administrator a written request for an Appeal. Such appeal will be referred to the Utilization Review company used by the Trust. The utilization review provider will consider the appeal and act thereon, within sixty (60) days of receipt thereof or, if special circumstances are present, within one hundred and twenty (120) days, and will notify the beneficiary in writing of the results of the appeal.

c. — *No further appeals are available to the beneficiary*

12. — *Notice*

Any written notice required by or pertaining to this Agreement shall be sent to such party by prepaid first class mail or telegram or facsimile transmission, at the address listed below:

If to the Trust:

Chico Educators Health and Welfare Benefit Trust
c/o Scott Jones
Chico Unified School District Office
1163 E. Seventh Street
Chico, CA 95928

Facsimile number: — 916 891 3220

If to the District:

Paul J. Carras, Assistant Superintendent
Chico Unified School District
1163 E. Seventh Street
Chico, CA 95928

Facsimile number: — 916 891 3211

If to the Union:

Chico Unified Teachers Association
c/o Jim Williams
821 E. 5th Avenue
Chico, CA 95926

Facsimile number: 916-343-0533

13. Term of Agreement

The term of this Agreement shall commence at 12:01 a.m. July 1, 1995, and shall continue in effect until terminated pursuant to Section 7, *supra*.

* * * *

For the Chico Educators Health and Welfare Benefit Trust:

By:

Dated:

For the Chico Unified School District:

By:

Dated:

For the Chico Unified Teachers Association:

By:

Dated:

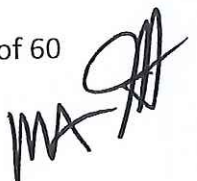
A handwritten signature in black ink, appearing to be "MA" followed by a stylized flourish.

Exhibit A
Chico Educators Health and Welfare Benefit Trust

BENEFIT PLAN ELECTION FORM

Chico Unified Teachers Association

1. Name of District: Chico Unified School District

2. Employees covered (check all appropriate boxes):

Category 1	X	Certificated employees (number)	
Category 2	X	Association employees (number)	1
Category 3	X	COBRA enrollees (number)	

3. Plans elected:

Plan Identification	Initial monthly contribution
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Medical Plan	X	\$ Per schedule on file with Trust
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Dental Plan	X	\$
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Vision Plan	X	\$
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4. Are part time employees eligible? X Yes No

5. If the answer to 4. is yes, explain in detail any minimum work requirements.

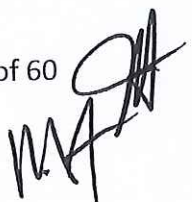
Per the Collective Bargaining Agreement

6. Describe all provisions for payment of all or part of the monthly contribution by full time or part time employees:

Per the Collective Bargaining Agreement

7. If any employees may self pay for coverage on a voluntary basis, explain which employees can do so and under what circumstances.

Per the Collective Bargaining Agreement



The foregoing is true and correct.

For the Chico Unified School District _____ For the Chico Unified Teachers Association _____

By: _____ By: _____

Dated: _____ Dated: _____

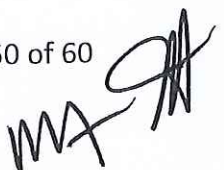
Note: This Participation Agreement is not effective until the provisions of Section 4 have been satisfied and the Trust has approved this Agreement by returning a copy of this Benefit Plan Election Form signed in the space provided below.

Approved by:

For the Chico Educators Health and Welfare Benefit Trust:

By: _____

Dated: _____

A handwritten signature in black ink, appearing to be 'MA' followed by a stylized flourish.

**Memorandum of Understanding Between
the Chico Unified Teacher's Association and the Chico Unified School District**

**Elementary Teacher on Special Assignment Pay
Calculation and Evaluation**

The Chico Unified Teacher's Association ("Association") and the Chico Unified School District ("District") hereby agree as follows:

1. **Stipend Calculation**

Elementary Teachers on Special Assignment ("Special Assignment Teachers") shall receive a stipend for such special assignment work as follows:

A. Special Assignment Teachers assigned to Special Assignment full time shall receive a stipend determined by that teacher's salary in effect at the time of the assignment multiplied by a factor of 0.05.

B. Special Assignment Teachers assigned to Special Assignment less than full time shall receive a stipend determined by the Full Time Equivalent percentage (FTE) of that teacher's Special Assignment multiplied by that teacher's salary in effect at the time of the assignment multiplied by a factor of 0.075.

2. Stipends shall be paid to Special Assignment Teachers at the end of each semester.

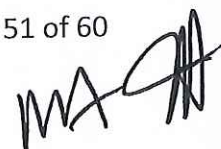
3. The Special Assignments referenced herein shall be in place for the 1998-99 school year only. This stipend calculation shall therefore only be applicable for the 1998-99 school year, unless extended by mutual written agreement of the parties.

4. Teachers on Special Assignment shall have full return rights to their site school to which they were assigned at the time of the Special Assignment.

5. Special Assignment Teachers shall receive mileage reimbursement pursuant to the District's mileage claim and reimbursement policy for travel necessary to fulfill Special Assignment duties.

6. Special Assignment Teachers assigned to Special Assignment full time shall be evaluated by the District's Director of Curriculum. Special Assignment Teachers assigned to Special Assignment less than full time shall be evaluated primarily by the teacher's site principal with input from the District's Director of Curriculum.

7. Assistance provided by Special Assignment Teachers shall be by teacher request.



For the Chico Unified Teacher's Association: _____ For the Chico Unified School District: _____

By: _____ By: _____

Dated: _____ Dated: _____

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Instructional Time and Staff Development Program

Effective July 1, 1999, the Association and the District implement the provisions of the Instructional Time and Staff Development Reform Program ("Development Program") (Education Code Sections 44579.1, *et seq.*). The terms, conditions and provisions of the Development Program are all applicable here and incorporated by reference. Through the Development Program, the District shall provide for three staff development days per teaching year as set forth below:

- A. As set forth below and through the Development Program, there shall be three staff development days per teaching year which shall be part of the members' total work days. Effective July 1, 1999, the work year for members shall be reduced by three teacher work days, those three teacher work days replaced by the three staff development days. However, for the teaching year 1999-2000 only, up to two of the three days will take place outside of the teaching year calendar through flexible plans. It is understood that many of these hours may have already been completed.
- B. A day of staff development is 7 hours of actual staff development time.
- C. It is expressly understood that all of the three staff development days will terminate should the Legislature repeal funding, in whole or in part, for the Development Program. In the event of such termination, the Association's Members' salary schedule shall immediately be uniformly reduced by 2%. In the event of such termination, this Article shall be of no further force and effect.
- D. All members shall participate in staff development as defined below.
- E. Participation is mandatory. Attendance recording, in accordance with the Development Program, will be required. Members shall sign, under penalty of perjury, the attached attendance form. Contemporaneous documentation must be provided to the site administrator, including: agenda(s) with topic(s), length of time for the sessions attended and registration forms. Failure to comply with such recording will result in loss of pay. No sick leave or other leave may be taken. Failure to attend for a partial day will result in loss of pay equivalent to one day. However, if a member is absent, that member may make up the day or time missed or will lose one day of pay at the member's per diem rate for each day missed. All of the make up days must be completed prior to June 30 of each year; make up days will be scheduled outside of the work calendar (evenings and weekends).
- Revised F. Staff development content shall be provided from a list or offering of programs as

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made available by the appropriate site committee (which must include teachers) or self determined, followed by approval by the principal. Each school site committee (notice of meeting date and time shall be posted on CUTA bulletin Boards and/or emailed to all CUTA members at that site) shall meet annually in the spring to develop activities and programs which will satisfy the requirement of staff development time as set forth in Education Code section 44579.1(e)(1): "teaching strategies, classroom management, and other training designed to improve pupil performance and academic content in the core curriculum areas." The Principal, the PAR Joint Panel, or the District may develop and sponsor additional activities and programs for staff development time in accordance with the Education Code throughout the school year.

G. For Multi-track year round schools, "track in" days shall be paid at the unit member's daily rate as per article 6.1.7 of the Collective Bargaining Agreement. Those work days now categorized as track in days are being replaced with staff development days.

For the Association	Date	For the District	Date
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For the Association	Date	For the District	Date
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APPENDIX H

CHICO UNIFIED SCHOOL DISTRICT
Calculating Percentage Change from
COLA and Deficit Reduction
2001-2002 Fiscal Year

DESCRIPTION	A BASE REVENUE LIMIT PER ADA	B DEFICIT FACTOR	C DEFICITED BASE REVENUE LIMIT
2000/2001	\$ 4,455.46	100.00%	\$ 4,455.46
2001/2002 COLA	3.87%		
2001/2002 COLA IN DOLLARS	\$ 174.00		
EQUALIZATION ADD-ON	\$ 7.59		
2001/2002 BASE REV. LIMIT	\$ 4,637.05	100.00%	\$ 4,637.05
DOLLAR CHANGE	\$ 181.59		\$ 181.59

NET PERCENTAGE CHANGE TO THE BASE REVENUE LIMIT

4.10%

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MEMORANDUM OF UNDERSTANDING TRANSFER FROM YRE TO TRADITIONAL SCHEDULE

Multi-track year-round education will have its schedule modified at the close of the 1999-2000 school year. All YRE schools will convert to single track with a resulting reduction of certificated staff. To make the reduction of staff a smooth one the parties agree to the following guidelines:

1. Article 11 Transfer Policies will be adhered to.
2. Through September 2002, vacancies in the YRE schools shall first be offered to qualified unit members that were involuntarily transferred from a YRE to a traditional schedule during the spring of 2000.
3. Teachers that transfer (involuntary or voluntary) from a YRE schedule during spring of 2000 may elect to receive pay checks:
 - (1) Twelve months per year. However, to do so for the first year would require their annual salary to be divided equally into 14 payments to cover July and August of 2000. The first payment would be made in July of 2000 with the fourteenth payment made in August of 2001. This option gives the teacher a continuous monthly pay check during the first year on the traditional schedule.
 - (2) Ten months per year. In this case no check would be received during the months of July and August 2000.
 - (3) Twelve months per year with no pay check during July or August. The first check is issued in September 2000 and the twelfth pay check is issued in August 2001.

Payroll must be notified of the pay options chosen by individual teachers by June 8, 2000.

The parties specifically acknowledge and agree that agreement shall not constitute nor be construed to be a modification of the CUSD/Chico Unified Teachers Association Collective Bargaining Agreement or establish a past practice.

Jim Sands
Chico Unified School District

Bruce Dillman
Chico Unified Teachers Association

Chico Unified School District

Chico Unified Teachers Association

Date 3-29-00

Date 3-29-00

**Memorandum of Understanding
between the Chico Unified Teacher's Association
and the Chico Unified School District**

SECONDARY TESTING SCHEDULE FOR STAR

The Chico Unified Teacher's Association ("Association") and the Chico Unified School District ("District") hereby agree as follows:

The following testing schedule will be implemented annually (with actual times dependent upon each individual school's schedule) only during the spring semester/trimester. The number of days this schedule will be in effect will vary from four (4) to six (6) days, depending upon the testing time needed. Each regular class will meet every other day during the testing window (i.e., periods 1, 2, 3 or 4, 5, 6). Teachers will have a morning prep period that will occur every day during the testing window period. All students will attend from Period B through Period 3 or 6. The school end time for all schools will be the same as on a regular day.

Sample STAR Schedule

Period A — Preparation period for all teachers (normal length preparation period for each secondary school involved).

Period B — Extended Testing Period through lunch (approximately 3 hours in duration).

All teachers will test or proctor the STAR tests; or teach seniors (who do not take the test) during this 3-hour period.

Teachers working with seniors will be provided with curriculum or planned activities to utilize.

Lunch — (Example: 11:56 a.m. to 12:45 p.m., or the normal length of the lunch periods.)

Period 1 or 4 — Shortened class period
(Example: 12:45 p.m. to 1:25 p.m.)

Period 2 or 5 — Shortened class period
(Example: 1:30 p.m. to 2:10 p.m.)

Period 3 or 6 — Shortened class period
(Example: 2:15 p.m. to 2:55 p.m.)

Association members with less than a full time equivalent (i.e., part time: 2/5, 3/5, etc.) shall teach their proportional time on the STAR testing days. If part time teachers elect to work the rest of the schedule on these testing days, they shall receive the proportion of their daily wage that they would receive if they were a full time equivalent teacher. The intent here is to allow for

coverage by the regular classroom teacher in his/her regularly assigned class periods. Payment will be in the form of a supplemental check. Part time teachers must notify their principal, annually, in April or substitute teachers will be secured to teach these classes.

The Association and District agree that this Memorandum of Understanding covers the 2004-05 school year and subsequent years.

For the Chico Unified Teacher's Association:

Date:
George A. Young

For the Chico Unified School District:

Date:
Jim Sands,
Interim Assistant Superintendent
Human Resources

Handwritten signatures in black ink, including a large stylized signature and the letters 'MA' below it.

**Memorandum of Understanding (Addendum)
Between the Chico Unified Teachers Association
And the Chico Unified School District**

JUNIOR HIGH STAR SCHEDULE

The Chico Unified Teachers Association (Association) and the Chico Unified School District (District) hereby agree as follows:

On one day of the STAR testing, CUSD Junior High Schools are required by the State of California to give a test to seventh graders only not to eighth graders. Some CUSD Junior High Schools have a waiver that allows for a period of Sustained Silent Reading (SSR). At Bidwell, for instance, SSR is 20 minutes long following the second period of the day. The waiver does not allow for this time to be used for testing or any other event. Since one of the state required tests could take as long as seventy (70) minutes, for the day of that test only teachers will be given the following choices:

- 1) — Do as the contract and waiver state, giving the test during the period prior to SSR (second period at Bidwell) and then having SSR — sending students who have not yet finished the test to the library, where they will be supervised by other personnel.
- 2) — Give the test in the period prior to SSR, allowing students who finish early to do SSR as normal and students who do not finish the test in time to continue to work on the test during the SSR period. If students are still not done at the end of that time, they will be sent to the library to finish.

For the Chico Unified Teachers Association:

George A. Young, President

Date

For the Chico Unified School District:

Jim Sands, Assistant Superintendent

Date

This tentative agreement fully resolves all negotiation issues sunshined and/or mutually agreed to open between the parties for the 2016-17 school year.

Merrilee Anzalone
Merrilee Anzalone, CUTA Bargaining Chair

5/13/16
Date

Jim Hanlon
Jim Hanlon, Assistant Superintendent

5/13/16
Date

