

COLLECTIVE BARGAINING AGREEMENT

between the

CHICO UNIFIED SCHOOL DISTRICT

and

CHICO UNIFIED TEACHERS ASSOCIATION

Effective through August 31, 2026

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ARTICLE 1

PREAMBLE

- 1.1 This agreement made and entered into this 1st day of September, 1977 between the Chico Unified School District, employer, (hereinafter referred to as the “District”) and the Chico Unified Teachers Association (hereinafter referred to as “CUTA” or “Association”), on behalf of those unit members for which the CUTA was recognized pursuant to action by the District dated May 5, 1976, and as modified thereafter by negotiation.
- 1.2 The purpose of this Agreement is to enable both parties hereto to comply with provisions of Chapter 10.7, Division 4, Title I, of the Government Code of the State of California (Sections 3540 *et seq.*).

ARTICLE 2

DEFINITIONS

- 2.1 “Member of Unit or Unit Member” refers to any certificated employee of the District for which the CUTA is recognized as the exclusive representative in this Agreement.
- 2.2 “Regular School Year” refers to all instructional programs other than Summer School and Adult Education conducted by the Chico Unified School District.
- 2.3 “Summer School” refers to the instructional programs conducted by the Chico Unified School District during the calendar period from June 15th through August 15th, other than Adult Education.
- 2.4 “Adult Education” refers to the instructional programs conducted by the Chico Unified School District specifically designed for the education of adults with special provisions for the instruction of minors.
- 2.5 “Discretion” refers to and at all times is to be construed as meaning “sole and absolute discretion.”
- 2.6 “Transfer” refers to a move from a unit member’s position at one school to a unit member’s position at another school.
- 2.7 “District” means the Chico Unified School District by and through the Board of Education and its duly authorized agents acting within their delegated authority.
- 2.8 “Personnel File” means that file maintained for each unit member at the District Office containing all documents as prescribed by law.
- 2.9 “Association” means the CUTA.
- 2.10 “Pre-school” refers to instructional programs conducted by the Chico Unified School District specifically designed for the education of children previous to eligibility for the regular K-12 program.

2.11 “Post Secondary” refers to instructional programs conducted by the Chico Unified School District specifically designed for the education of students in Special Education Programs beyond the regular K-12 program.

*Added
2004-05*

2.12 “Task Force” means a committee comprised of District appointed administrators and CUTA unit members which is formed to address district-level needs related to curriculum development, staff development, program development, program implementation, and/or needs identified and agreed to in writing through the negotiations process. CUTA may appoint at least one unit member to all Task Forces. CUTA will appoint all unit members to Task Forces established through negotiations.

*Added
2007-08*

2.13 “Online” refers to the instructional program conducted by the Chico Unified School District specifically designed for distance learning and/or computerized instruction. An “Online Teacher” will be considered a subset of a secondary “classroom teacher” as referenced in this Contract.

ARTICLE 3

RECOGNITION

- 3.1 The District recognized the CUTA as the exclusive representative for those unit members for which the CUTA was recognized pursuant to action by the District dated May 5, 1976, and as modified thereafter by negotiation, specifically being a unit of all certificated employees holding the following positions: alternative education teachers; classroom teachers; college connection teachers; counselors; grant writers; grant-funded teachers; grant-funded release positions; intervention teachers; independent study teachers; nurses; library media teachers; on-line teachers; pre-school teachers; reading and music specialists; speech and language specialists; school resource teachers; special education teachers; summer school teachers; adult education teachers; afterschool program coordinators; prep-time providers; provided, however, that specifically excluded from representation are substitutes, psychologists, home teachers, special consultants, as well as management employees, confidential employees, and supervisory employees as designated by the District. The only employees governed by this Contract are those included within the unit. The District agrees to meet and negotiate only with the duly-authorized representatives of the CUTA.
- 3.2 The CUTA recognizes the Board of Education of the District as the duly-elected representatives of the people, and agrees to negotiate only with the District or the representatives designated by the District to act in its behalf.

*Revised
2007-08
August 2009*

ARTICLE 4

ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers without interference, censorship, or examination of such communications by the Board. A representative of the Association may make short announcements at faculty meetings.
- 4.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided they do not interfere with unit members' working hours.
- 4.3 The Association shall have the right to represent any teacher in any actual or potential discipline or dismissal proceeding with the District.
- 4.4 Name, school addresses, home addresses and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association preferably by November 1st of each school year, but no later than the end of the first semester.
- 4.5 The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda, except for materials that are for executive sessions.
- 4.6 **CUTA President's and CUTA Leadership Part-Time Employment**

CUSD shall pay the full cost for .6 FTE release time for the CUTA president.

CUTA, at their discretion, may release unit members up to a total of an additional .8 FTE, in any needed increments, for the purpose of union activities. CUTA shall reimburse the full cost for this release time.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

4.7 **Organizational Release Time**

In a given school year, the unit members of CUTA shall be entitled to a combined total of fifty (50) days, whether they be part or full days, of Organizational release time, at the discretion of CUTA. Unit members may be released on an as needed basis to perform union duties, not to exceed fifteen (15) days, whether they be part or full days, per school year per unit member, with the exception of the Treasurer, who shall be limited to thirty (30) days, whether they be part or full days, per school year. CUTA shall reimburse the District for all substitute costs for each release day.

*Added
2018-19
Moved
from
Article 10*

*Added
2018-19
Moved
from
Article 10*

ARTICLE 5

ALL DAY KINDERGARTEN

- 5.1 The District shall provide 2.5 hours of classroom aide time for each teacher that teaches Kindergarten or a split Kindergarten/1st grade class.
- 5.2 Working hours (start and end times) of classroom aides will be determined by the School site principal with teacher input.
- 5.3 Each Kindergarten teacher will receive a \$100 stipend for the purpose of meeting time with their classroom aide prior to the start of the school year.
- 5.4 If a Kindergarten teacher is required to supervise students beyond the 250 minutes of instructional time due to the absence of an aide, they will receive extra assignment compensation at their hourly rate.
- 5.5 All District Kindergarten classes will begin the school year full time starting on the first day of school year unless mutually agreed to by all school site Kindergarten teachers and approved by site administration. Any change in full day instructional hours must be approved through the Waiver process (Article 20).

Added
2021-22

ARTICLE 6

HOURS OF EMPLOYMENT

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

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

6.2 **Full-Time Classroom Teachers Except as Specifically Noted**

6.2.1 **Total Work Days**

The regular school year for classroom teachers shall consist of a total of one hundred eighty-three (183) 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.

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

6.2.3 Of the total one hundred eighty-three (183) workdays during the regular school year, there shall be a total of one hundred eighty (180) teaching workdays. Of the remaining three (3) days, two (2) shall be considered non-teaching workdays, and one shall be a mandatory District-scheduled staff development day. The District will consult with CUTA before scheduling the before-school Staff Development day.

The District may schedule up to four (4) District-wide meetings each year. District-wide meetings for unit members assigned to grades K-8 shall not go beyond 5:00 p.m. District-wide meetings for unit members assigned to grades 9-12 shall not go beyond 5:30 p.m.

*Revised
2014-15*

Starting with the 2014/15 school year, for before-school staff development day and for District-wide staff development days, the District will seek input from CUTA members to plan the topics to be covered.

Each of these District-wide meetings may begin in excess of fifteen (15) minutes beyond the student day as referenced in 6.12.3. The District will provide unit members with at least forty-five (45) calendar days' notice of these meetings.

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

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

cover the class. Whenever possible, when scheduling half days, classes will be combined to utilize one (1) substitute teacher for two (2) classes.

- 6.2.5 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.
- 6.2.6 At least one (1) of the two (2) Initial Parent Conferencing Days for K-6 teachers shall be a non-student day.
- 6.2.7 If an Initial Parent Conferencing Day is a student day, the District shall provide appropriate lesson plans for use by the substitute teacher.
- 6.2.8 The teacher may determine the date of the second and/or third conferencing day(s) subject to scheduling of substitutes and facilities.
- 6.2.9 The scheduling of all work days, both teaching and non-teaching, during the regular school year shall be at the discretion of the District after prior consultation with CUTA.
- 6.2.10 The regular work year for unit members may be modified by mutual written agreement between the individual unit member and the District, with notice to the Association. The unit member must notify the Association of her/his intent to modify the work year. If written agreement is reached, such agreement shall be in effect for one (1) year.

6.3 **Hours on Teaching Work Days**

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

6.4 **Student Day Time**

6.5 **K-6 Classroom Teachers Working in Elementary Schools**

6.5.1 **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 at elementary school sites 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:

Eighteen (18) half-days of sub release time and ten (10) half-sessions (65 minutes) with instruction provided by a certificated specialist.

If there is a split K/1 grade, the teacher will work the first grade workday (instructional minutes) and receive the same prep time as grade 1-3 teacher.

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

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

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

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.

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2004-05
2007-08*

- 6.5.2 (a) The teacher shall use the scheduled preparation time for classroom preparation work.

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

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

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

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

- 6.5.3 On the first non-teaching work day the prep time teachers in collaboration at each site will design the schedules for prep time sessions so that they are as evenly spaced as possible. The District has the final determination on these schedules as well as days and hours for preparation time, including preparation time provided by substitutes. The scheduling shall be as equitable as possible from site to site.
- 6.5.4 The District may direct the teacher to perform tasks other than class preparation duties during the preparation time provided, such duties are limited to emergency situations as deemed necessary by the District.
- 6.5.5 The District may set restrictions on when elementary prep time may be used. Specifically, unless approved by the Site Administrator, sub-provided prep days will be permitted under the follow conditions:
- Tuesdays, Wednesdays and Thursdays
 - A maximum of 3 teachers per site on any given day

Additionally, the teacher is required to attend any called meeting time meetings on sub-provided prep days.

6.6 **Kindergarten Teachers**

- 6.6.1 Not more than 250 minutes of teaching. If the teacher is supervising students during recess, these minutes will be included in the total instructional minutes for the purposes of calculating the teacher's workday unless mutually decided otherwise by the school site. A half-day shall be defined as 125 instructional minutes.
- 6.6.2 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.

6.7 **Teachers of Grades One (1) Through Three (3)**

- 6.7.1 Not more than two hundred eighty (280) minutes of teaching plus supervision (as per 6.12.2). A half-day shall be defined as 140 instructional minutes.

6.8 **Teachers in Elementary Schools of Grades Four (4) Through Five (5) and Elementary Music Teachers**

- 6.8.1 Not more than three hundred (300) minutes of teaching plus supervision

(as per 6.12.2). A half-day shall be defined as 150 instructional minutes.

6.9 **Teachers in Junior High Schools and High Schools**

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

6.10 **Additional Sixth Period Class**

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

6.10.2 One (1) preparation period equivalent in length of time to one (1) of the teaching periods at the school will be assigned to teachers. The District may require a teacher, counselor or clinician to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations. A teacher, counselor or clinician required by the District to perform other duties during his/her preparation period in an emergency situation (i.e. Code Red/Yellow) shall not be paid extra compensation. A teacher, counselor or clinician may volunteer, at the request of site administration, to perform other duties, such as teach in another class, during his/her preparation period in a non-emergency situation (i.e. substitute no-show). Pay for volunteering to teach a class during a unit member's preparation period shall be as follows:

- Unit members assigned to schools with a **6-period day** will receive one-seventh (1/7th) of the unit member's daily rate of pay.
- Unit members covering a class for a school with an **8-period block schedule on a day with 4 periods** will receive one and one-half (1.5) hours based on the unit member's hourly rate of pay.

- Unit members covering a class for a school with an **8-period (Anchor) day specifically on the day with 8 periods** will receive .75 of one hour based on the unit member's hourly rate of pay.

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

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

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

6.10.6 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 6.10.1 unless the individual indicates to CUSD Human Resources prior to August 1, his or her preference to receive twelve days of substitute prep time.

6.10.7 Once per year, per school site within a two-week window, the District, in conjunction with a majority of the CUTA members on the site, may choose to create a class schedule within the existing school day for the purpose of allowing a school to administer mandated state testing (see 6.28.1)

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2021-22

6.10.8 Once per semester, within a window of five consecutive school days, the District, in conjunction with a majority of the CUTA members on a site, may choose to create a class schedule within the existing school day for the purpose of administering finals testing (see 6.28.1).

6.11 **Teachers of Alternative Education**

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

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

6.11.3 Independent Study, 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.

- 6.11.4 Community Day School: Not more than one (1) three hundred sixty (360) minute teaching session each day. Teachers of a Community Day School (as defined in Education Code sections 48660 *et seq.*) shall not receive a preparation period; rather, such teachers shall be deemed to teach an “additional sixth class” as defined in this agreement.
- 6.11.5 Minutes and passing periods at the two comprehensive high schools will be as they were in the 2003-2004 school year, with the understanding that with the seven minute passing periods, unit members will only be required to stay ten (10) minutes beyond the end of the student day instead of the fifteen (15) provided in 6.12.1.
- 6.11.6 Any change to beginning or ending time of the student schedule at any school will be discussed and agreed to by a majority of the unit members at the school prior to implementation (see 6.28.1). The proposed new schedule and the results of the staff vote will be forwarded to the CUTA E-Board for approval at least 20 unit member work days prior to implementation.
- 6.11.7 Online Teachers: Online teachers will work hours equivalent to that of other secondary classroom teachers; however, said time may be outside of regular contract hours at the discretion of the teacher such that students are able to regularly and readily contact the teacher, and the regular class work performed by these teachers need not be done at a regular school site.

6.12 **Non-Student Day Time**

- 6.12.1 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.
- 6.12.2 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.
- 6.12.3 Teachers shall work such additional hours as the District shall designate, not to exceed eight (8) hours in any one (1) school calendar month, or sixty (60) hours in any one (1) school year, for the purposes of meetings or activities authorized and directed by management personnel, as the District shall, in its discretion, deem necessary. Except for Back to School Night and Open House, or as noted in 6.2.3, all activities are to begin within fifteen (15) minutes of the end of the student day. Teachers must be notified thirty (30) calendar days in advance of Open House and no later than the first day of school for

Back to School Night. Except for meetings called to respond to an emergency situation, unit members will be given seven (7) calendar days' prior written notice of the meeting. Staff Development may be held during these hours provided that Staff Development is on the meeting agenda. The District shall schedule all faculty meetings to commence no earlier than fifty (50) minutes prior to the start of the student day. Meetings prior to the start of the student day shall not be held at a school site during a school year unless in that year two-thirds (2/3) of the unit members assigned to the site have agreed to permit them (see 6.28.1).

The District shall encourage site administrators not to hold staff meetings during the week when grades are due. Additionally, the District shall provide 60 minutes to CUTA during the initial new teacher summer orientation to educate all new teachers regarding retirement/403b options, planning and other information.

- (a) Part-time unit members shall attend a prorated share of called meeting time regardless of the meeting start time (as per section 6.12.3). Part-time unit members will attend back-to-school nights and open-house nights as part of their prorated share of called meeting time.
- (b) Unit members who do not attend mandatory called meeting time (e.g., staff meetings, District Wide Collaboration days, etc.) may have deducted from their accrued sick leave, one-quarter (1/4) day of personal necessity or sick leave.

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

- (a) completing classroom preparation, including but not limited to daily and long-range instructional planning, instructional materials selection and preparation, etc.;
- (b) keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship, and other student reports and records. All CUSD secondary classroom teachers will utilize the AERIES grade book and grade reporting components. This will be utilized by teachers such that (to the extent that students have turned in work in a timely manner) a parent/guardian, other teacher, school counselor, administrator, or other essential staff can reasonably track student progress;
- (c) maintaining a proper and professional, classroom environment;
- (d) completing any further activities necessary to accomplish the teacher's professional responsibilities. Responsibilities to be completed as directed by the District;
- (e) participate in the evaluation of the teacher's performance and the improvement of her/his performance;
- (f) participate in parent and/or student conferencing, advising and communications;
- (g) participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.
- (h) teacher shall provide and make ready one day of emergency substitute plans in case of an unexpected absence. The District shall provide called meeting time to develop plans.
- (i) in the even that a teacher is absent less than 11 consecutive days (except in case of emergencies) the teacher shall provide lesson plans for days one through ten (1-10). Thereafter the long-term substitute shall provide all lesson plans.

- 6.12.5 All classroom elementary school teachers for grades one (1) through six (6) and Alternative Education School teachers shall be provided with a ten (10) minute morning and a ten (10) minute afternoon unassigned relief period each day, less student passing time as scheduled at the District's discretion. These relief periods will not be scheduled adjacent to the beginning and ending of the student day, or to the student lunch, unless a majority of the affected teachers at a school site elect to schedule the relief period at that time (see 6.28.1). For implementation in the following year, each site's selected relief period schedule will remain in effect year to year unless a member requests a vote and the result of said vote is a majority of the affected teachers elect to change the schedule. Each year a copy of each site's selected schedule, for both regular and rainy days, will be forwarded to CUTA and the District prior to the first student day of the school year.
- 6.12.6 All unit members shall each day be provided with one (1) duty-free, uninterrupted lunch period of thirty (30) minutes, or the length of the student lunch period at the site, if longer, provided, however, that to allow for student passing time, inclement weather days or in emergency situations as deemed necessary by the District, said lunch period may be thirty (30) minutes even though the student lunch period at the site is longer than thirty (30) minutes. In an emergency such as a code red lock down, district procedures may require supervision through the duty free lunch period, recess and on campus preparation time.
- 6.12.7 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.

6.13 **Hours on Non-Teaching Work Days**

All unit members shall work a total number of hours on each non-teaching workday equal to the hours required on teaching work days as scheduled at the discretion of the District. The hours of work on non-teaching work days (except elementary parent/teacher conference days scheduled by the teacher) shall conclude at or before three o'clock (3:00) p.m.

6.14 **Counselors, Nurses, Library Media Teachers and Speech Therapists**

- 6.14.1 The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article.
- 6.14.2 Prep time will be scheduled within the work day without utilizing a substitute. If it is not possible to schedule prep time within the workday, unit member will collaborate with

immediate supervisor to ensure comparable prep time with other unit members.

6.14.3 The regular school year for counselors, nurses, speech therapists and library media teachers may be extended to include up to a maximum of ten (10) extra work days for extra pay at each person's daily rate of pay. Any and all such extra work days, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior to, subsequent to, or during the regular school year, or any combination thereof. Such extra work days shall be scheduled only on days the District office is open.

6.15 **Unit Members Serving as High School Athletic Directors**

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

6.16 **Unit Members Without Class Rosters**

6.16.1 This group includes, but not limited to, music teachers, elementary prep time teachers, Speech and Language Therapists, Elementary Resource Specialist, Title 1 Teachers and elementary English Language Development (ELD) teachers. The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article.

(a) Prep time will be scheduled within the work day without utilizing a substitute. If it is not possible to schedule prep time within the workday, unit member will collaborate with immediate supervisor to ensure comparable prep time with other unit member.

6.17 **Additional Time for Extra-Pay "Assignments"**

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

6.18 **Additional Time for Extra-Pay "Positions"**

- 6.18.1 Each unit member who has served satisfactorily, as determined by the District, in an extra-pay position during the current school year and expresses a willingness to be appointed to the same extra-pay position for the following year will be notified by June 1 of his/her reappointment for the next school year (reappointment provisions do not apply to teacher-in-charge positions). Unit member appointment/reappointment to teacher-in charge positions will be made annually at the discretion of the District in compliance with the provisions of this Agreement. The appointment will be contingent upon the program being offered by the District in that school for the following year.
- 6.18.2 An extra-pay position which is not filled via the reappointment process will be declared an open position. When a position is declared open, the District will publicize the open position by posting a notice of the open position at each school. The notice will include a list of qualifications for the position. All unit members who are interested in being considered for the position (see Extra-Pay "Positions" listed on Schedules W-EPM, W-EPSA and W-EPA) may submit an application to the District Personnel Office.
- 6.18.3 The District will first consider unit member applications for the open position. A unit member candidate who is properly qualified, as determined by the District, will be appointed to the position unless there is more than one qualified unit member applying for such position. In such instances, the District will interview all qualified unit members to determine the person appointed to the position. In the event that no unit member is appointed to the position, other applicants will be considered. Appointments to all extra-pay positions will be based on District timelines and contingent upon the program being offered in the school for the following year.
- 6.18.4 Each unit member who is appointed to an extra-pay position will work such additional time as necessary to complete the responsibilities in a professional manner as set forth in the District-adopted job description. The District may amend or modify job descriptions at the conclusion of each school year to be applicable to the subsequent year.
- 6.18.5 Unit members may not be involuntarily appointed to extra-pay positions if not a part of an assignment to teach a class.

6.19 **Part-Time Employment**

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

After School Program (ASP) unit members will be prorated based on a 7-hour workday.

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

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

6.21 **Hours on Work Days**

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

- 6.21.1 One (1) two hundred forty (240) minute teaching session, plus recess supervision, for elementary summer school. One (1) two hundred fifty (250) minute teaching session plus recess supervision for secondary summer school.
- 6.21.2 An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on-site so engaged after the close of the student day.
- 6.21.3 Any and all additional hours required as set forth in the job description as determined by the District.
- 6.21.4 Such additional hours as the District shall designate, not to exceed five (5) hours during the summer sessions covered by the Contract, for the purpose of faculty meeting, grade-level meetings and planning sessions.
- 6.21.5 Recognizing that additional time is required, the unit member shall complete the following additional responsibilities at the professional discretion of the individual teacher within time frames as directed by the District.
 - (a) completing classroom preparation including, but not limited to, daily and long-range instructional planning, instructional materials selection and preparation, etc.;
 - (b) keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship and other student reports and records;
 - (c) maintaining a proper and professional classroom environment;
 - (d) completing any further activities necessary to accomplish the teacher's professional responsibilities;
 - (e) participate in the evaluation of the teacher's performance and the improvement of her/his performance;
 - (f) participate in parent and/or student conferencing, advising and communications;
 - (g) participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.

6.22 **Extra Work**

6.23 **Payments for Extra Work**

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

- 6.23.1 Work performed outside the contract work day shall be paid at the hourly rate of one-seventh (1/7) of one-one hundred eighty-third (1/183) of such unit member's salary on the regular salary schedule per hour worked.
- 6.23.2 Work performed during a contract work day and while serving on a defined Task Force on release time shall be paid an additional one-third (1/3) of the unit member's hourly rate per hour worked as calculated in section 6.26.1.
- 6.23.3 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.

6.24 **Exceptions**

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

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

6.25 **Part-Time Employment Full-Time Retirement Credit**

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

- 6.25.1 Unit members must have been employed full-time in the District in a position requiring certification for at least ten years, of which the five years immediately preceding were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service; however, such leave is not used to compute the five (5) years full-time service requirement prior to entering the program.
- 6.25.2 Unit members must have reached age fifty-five (55) prior to reduction in work load; however, unit members may not be older than age sixty-five (65). Unit members in the

- program who reach sixty-five (65) years of age during a school year may continue on a part-time basis through that school year.
- 6.25.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with mutual consent of employer and unit member.
- 6.25.4 Unit members shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which unit member makes payments that would be required if he/she remained under full-time employment.
- 6.25.5 Unit members shall receive full health benefits, as provided in the teaching contract, in the same manner as a full-time unit member.
- 6.25.6 Minimum part-time employment shall be equivalent to one-half (1/2) the number of days of service required by the unit member's contract of employment during final year of service in a full-time position.
- 6.25.7 A unit member who meets minimum qualification and participating requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis. Unit member failing to meet all of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary and will not receive service credit that would have been received if employed on a full-time basis.
- 6.25.8 This option is limited to certificated unit members who do not hold positions with salaries above that of a school principal.
- 6.25.9 This option is limited to a period of ten (10) years of such part time status.
- 6.25.10 A unit member who chooses this option and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if employed on a full-time basis. Part-time status shall be based on a full school year, with minimum compensation paid on time worked equal to no less than one-half (1/2) time. Unit members will be paid on a monthly basis for twelve (12) months.
- 6.25.11 Eligibility for placement in the program will be determined by the District on an individual basis, considering subject areas, enrollments, etc.
- 6.25.12 Part-time certificated personnel are responsible for attending faculty meetings and pre-school meetings. They are also to assume the same portion of "other duties" (supervision, etc.) equal to their teaching obligation factor. The principal may modify these requirements according to the specific situation.
- 6.25.13 Ninety (90) days of service, exclusive of sick leave, bereavement leave or personal necessity leave, are required in this program.

6.25.14 Unit members may resign any time, subject to the provisions of #3 above, but may not return to full-time employment in the District. Participation is limited to ten (10) years. At the end of the ten-year, part-time employment period, a unit member is required to submit a resignation. Unit members may resign prior to the end of ten-year, part-time employment period.

*Added
2021-22*

6.26 **Changes in Working Conditions**

6.26.1 If a change in working conditions (6.10.7, 6.10.8, 6.11.6, 6.12.3 and 6.12.5) requiring a majority vote is needed, the following requirements must be met:

1. The vote will be run by the CUTA Site Representative.
2. Only dues-paying CUTA members are eligible to vote. The Site Representative will contact CUTA for a list of dues-paying members at the site.
3. Voting methods may include but are not limited to in-person voting at staff meetings or electronic voting. Electronic voting results must be provided upon request. If not voting in a staff meeting, a reasonable time frame must be offered to allow CUTA members to vote.
4. CUTA members who do not vote do not affect the outcome of the vote.
5. The vote will be considered “passed” by 50% +1 of CUTA members who participate in the vote (or $\frac{2}{3}$ of CUTA members where applicable).

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 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 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.

(a) *Kindergarten – Grade 3*

Thirty (30) students/class provided that up to 30% of the classes (districtwide) may at the District's discretion have as many as 31 students per class in grades K-3. The addition of one student to a teacher class size as described above is not voluntary but the teacher will be compensated at a rate of \$500 per semester for the additional student (semester is defined the same as the secondary level).

(b) *Grades 4-6 in elementary schools*

Thirty-three (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. The addition of one student to a teacher class size as described above is not voluntary but the teacher will be compensated at a rate of \$500 per semester for the additional student (semester is defined the same as the secondary level).

(c) *Secondary Schools*

Thirty-eight (38) 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. By mutual agreement of the teacher and administration, a teachers overall cap may increase to 180 students. Should the teachers total student caseload exceed 175, the teacher will receive a stipend of \$500 per semester for each student

exceeding the caseload cap. The maximum cap number is prorated for part time teachers (example: .8 FTE = 140/144 students). Each \$500 payment increases a teacher's caseload by one for the duration of the semester up to a maximum of \$2500 and a caseload of 180 students. If a teacher at some point of the semester qualifies for a caseload stipend, he/she will be compensated for the entire semester regardless if the student caseload then drops later in the semester.

(d) *Secondary Online Teacher*

Thirty-five (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.

(e) Prep time providers in Class A, provide eleven (11) full sessions and one-half (½) session of elementary prep time, as defined in 6.5.1. Class A providers are considered full time at 27 classes if on 2 or less sites and 25 classes if on more than 2 sites.

Prep time providers in Class B, provide twelve (12) half sessions of elementary prep time, as defined in 6.5.1. Class B providers are considered full time at 53 classes.

Prep time providers in Class C, provide thirty four (34) sessions of thirty minutes each of elementary prep time, as defined in 6.5.1. Class C providers are considered full time at 35 classes. If Class C providers are music teachers, band (or other activities that take longer than 30 minutes) will count as two (2) classes.

7.1.4 Class sizes may exceed the maximums set forth in paragraph 7.1.3(c) of this Article by mutual consent of the individual unit member and the District shall be executed in writing and filed with the CUTA and the District.

(a) Any secondary class that exceeds the maximum class size of 38 students set forth in Section 7.1.4 (c) by mutual agreement of the administration and teacher shall be counted as 38 students. Examples of this exception include but are not limited to Band, Choir, Theater, Student Government and Sports Conditioning.

(b) By mutual agreement, secondary teachers may be assigned Teaching Assistants and Peer Tutors. These students will not be counted in the class size maximum of 38 students and the caseload maximum of 175 students.

7.1.5 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.

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

7.1.7 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.

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

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

7.2 **Student-to-Counselor Ratio**

The Student-to-Counselor Ratio shall not exceed 400 students to one full-time equivalent counselor at secondary schools.

7.3 **Library Media Teachers to School/Student Ratio**

7.3.1 The student to K-8 Library Media Teacher Staffing Ratio shall not exceed 4,500 students to one full time equivalent K-8 LMT.

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

7.4 **Nurses**

The Student-to-Nurse Ratio will not exceed 2,800 students to one FTE.

7.5 **Class Size for Special Education Programs** (See current MOU in Appendix G that replaces Table 7.5.1.A for current year)

7.5.1 The student/teacher class size ranges for each of the District's special education programs are set forth in table 7.5.1.A. In the event the student class size exceeds the listed class size ranges for the corresponding class type for a period of more than ten (10) school days, appropriate additional support services will be provided. Similarly, in the event the student class size falls below the listed minimum for the corresponding class type for a period of more than ten (10) school days, support services may be reduced.

Table 7.5.1.A

Program	Class Size/Caseload Ranges	Maximum Class Size/Caseload
<i>Preschool</i>		
Non-Severe	10-12	18
Severe	10-12	18
Autism	6-8	12
<i>Special Day Class Non-Severe</i>		
Language Disordered	10-12	18
Other Non-Severe		18 for Elementary Schools 20 for Jr. High Schools* 22 for High Schools
<i>Special Day Class Severe</i>		
Severely Handicapped Elementary	10-12	18
Severely Handicapped Intermediate	10-12	18
Severely Handicapped High School	10-12	18
Multiple Disabilities/Multiple Ages	8-10	15
Elementary Autism	6-8	12
Severely Handicapped Severe Behavior Disorders	6-8	12
Vocational Education/Community Based	10-12	18
Adult Multiple Disabilities	8-10	15
Full Inclusion	10-12	18
Emotionally Disturbed	8-10	15
<i>Designated Instruction and Services</i>		
Visually Impaired – Itinerant	6-8 (Direct) 20-30 (Consult)	12 (Direct) 45 (Consult)
Orthopedically Impaired - Itinerant	20-30	45
Adaptive Physical Education – Itinerant	20-30	45
<i>Speech**</i>	CUSD average shall be no greater than 55 per FTE	70 per FTE and 40 per FTE (Pre-school)

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

** One or more Speech and Language Therapist(s) will meet with a designated District Special Education Administrator monthly, or as called by either party, to review caseloads. In the event that a speech therapist's numbers exceed the average by more than 5 students it will be determined if re-assignments are needed to reduce the number of students or add additional support as deemed appropriate by the SLP and administrator.

ARTICLE 8

WAGES

8.1 **Wages for Unit Members will be Paid in Accordance with Schedule W**

8.2 **Unit Members Employed Full Time for the Regular School Year**

8.2.1 Wages for all of the work days performed by unit members employed full time during the regular school year, except the extra work described in paragraph 8.2.4.(b), and the extra work days for counselors, athletic directors and library media teachers described in paragraph 8.3.1, shall be at an annual rate.

8.2.2 Annual wages are payable in either ten (10), eleven (11) or twelve (12) equal monthly installments, at the unit member's option. The first payment will commence on the last working day of either August or September of the affected year (see 8.2.3 below).

8.2.3 The definition of equal monthly installments are as follows:

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

8.2.4 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-EP SA, W-EPA). Only upon mutual agreement on a year-to-year basis between the Association and the District, the District may split any extra pay position, with the compensation being pro-rated. Wages for the extra pay positions referenced in this section are payable as follows:

(a) Extra Pay Wages Schedules

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

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

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

(b) Extra Pay Wages Calculations

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

*Revised
2001-02
2005-06*

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).

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.

*Revised
2016-17*

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).

*Added
2016-17*

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.

*Added
2016-17*

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

(See Criteria for Extra Pay Positions/Assignments-Appendix E)

Extra work for extra-pay categories are:

- Academic Decathlon Advisor Position
- Middle School/Jr. & Sr. High Activities Advisor Assignment
- Sr. High Agricultural Program Assignment
- 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
- 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)
- Elementary Student Council/Leadership Advisor

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

8.3 **Extra Pay Warrants**

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

8.3.1 Wages for the extra work days for counselors, athletic directors and library media teachers described in Article 6 shall be at the rate of 1/183rd of said individual counselor's, athletic director's, or library media teacher's annual salary for each such extra work day performed at the District's request. Middle school/junior high school activities advisors shall be paid at the same rate 1/183rd for days worked outside of the regular school year at the District's request.

8.4 **Unit Members Employed Part Time for the Regular School Year**

Wages for all of the work days performed by unit members employed part time during the regular school year shall be based upon the wages applicable to the full-time position

involved in accordance with the proportion of the applicable full-time position being worked part time by the unit member; provided, however, that the non-teaching time described in paragraphs 6.12.3, 6.12.4 and 6.13 of Article 6 shall not be considered in determining the basis for wages for unit members working part time during the regular school year. For purposes of this paragraph, the teaching time for unit members employed full time in grades seven (7) through twelve (12) shall be based on five (5) teaching periods.

8.5 **Provisions Governing Placement on “CUSD/CUTA Unit Member Salary Schedule for the Regular School Year – Schedule W”**

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

- (a) Recognizing the many different credential programs, Human Resources will evaluate credential units and place accordingly on the salary schedule. Credential holders receiving credential units inclusive of their BA will be credited up to a maximum of 30 post BA units on the salary schedule as determined by the Human Resources Department. The intent of this is to credit up to 30 units for the earned credential.
- (b) All upper division and graduate units earned after receiving the Bachelor’s Degree shall count in excess of that degree. Under special circumstances, as recommended by the Certificated Professional Growth Committee, other lower division units earned after receipt of the Bachelor’s Degree may, as approved by the District, count in excess of the degree.

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

- (1) District Approved Professional Development for Class Advancement
Twelve (12) hours of district approved professional development in-service will equal one semester unit of credit. The district reserves the right to determine which professional development in-services apply. Semester units used for salary advancement are in lieu of pay for attending the in-service.
- (c) Prior teaching experience outside the District, as verified by the District, shall earn one step per year to a maximum of fourteen (14) years. The increased years of service shall be paid from the date of their implementation, not retroactively. Credit shall be allowed for fractional parts of a year if the prior teaching experience occurred on a full-time basis for seventy-five percent (75%) of the total work days of the year. Kindergarten and above or private school (of more than thirty students), college or U.S. Service School full-time teaching experience, while holding a Bachelor’s Degree and appropriate teaching credential, shall count on equal basis with public school teaching experience.

- (1) A retired CUTA member hired in a temporary position will be placed at the step/column at which they retired, or at a salary placement that does not exceed the maximum STRS earnings limit allowed.
- (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. Effective July 1, 2022, counselors holding a counseling or clinical license (that permits them to practice in a private or clinical setting) shall be granted a maximum credit of fourteen (14) years depending on proof of experience.
- (1) When an individual in the District is required to hold a Vocational Credential to participate in a vocational program authorized by the District, credit of a maximum of fourteen (14) years for that individual's vocational experience may be granted for step advancement on the salary schedule.
 - (2) When an individual in the District is required to hold a Counseling Credential to work as a counselor at a school site, credit of a maximum of fourteen (14) years for that individual's clinical experience may be granted for step advancement on the salary schedule. The individual must have had the clear license at the time of prior employment in order to receive credit for past experience.
- (e) Step-to-step progression of unit members on the salary schedule will be based on a full year of experience and will be made at the beginning of each regular school year.

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

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

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

selected leave(s) as per Article 10, Leave Policies, of this Agreement for at least 75% of the working days in the regular school year. Experience credit shall not be accrued in other than full year or one-half year increments.

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

- 8.5.1.E.1 Substitute Pay - Section 10.8
- 8.5.1.E.2 Maternity Leave - Section 10.11
- 8.5.1.E.3 Child Care Leave - Section 10.12
- 8.5.1.E.4 Differential Pay Leave - Section 10.19
- 8.5.1.E.5 Legislative Leave - Section 10.16
- 8.5.1.E.6 Personal Leave in Excess of One Semester – Section 10.18

- (f) Recognition for a Master’s Degree from an accredited institution will be applied to the base salary schedule. The amount to be applied will be:

- 8.1.5.F.1 Nine Hundred Sixty-Five Dollars (\$965) (effective July 1, 2002).
- 8.1.5.F.2 Nine Hundred Seventy-Four Dollars (\$974) (effective July 1, 2005).
- 8.1.5.F.3 One Thousand Forty-Three Dollars (\$1,043) (effective January 1, 2007).
- 8.1.5.F.4 Thereafter, any percentage increase applied to the “CUSD/CUTA Unit Member Salary Schedule for the Regular School Year” will also be applied to the Master’s Degree.

- (g) The provisions of the District Policy 4520, “Professional Growth,” as revised April 1990, are hereby incorporated by reference.

- (h) CUTA members must provide any units that will advance them on the salary schedule to the Human Resources Department by September 30th of any given year to be applied to the current year.

8.6 **Payroll Errors Provisions**

- 8.6.1 Whenever it is determined that an error has been made in the wages of an employee, the party identifying the error shall apprise the other party as soon as possible. Following such notification, the error will be corrected within a reasonable period of time.
- 8.6.2 In the event of an underpayment to the employee, the District will provide the employee with a statement of the correction and a supplemental pay warrant within 30 days.
- 8.6.3 In the event of an overpayment to the employee, the employee will be given a reasonable

opportunity to meet with the District representatives to discuss the error. In the event that the District and the employee do not mutually agree to a repayment schedule, the District will deduct a portion of the employee's wages (not to exceed 10% of the monthly net salary) in subsequent months until the District is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the District is in the process of or has been terminated.

8.7 **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.

- 8.7.1 The District will allow School Nurses to participate in the District's phone stipend policy in the same manner as management employees.

8.8 **Accreditation Costs**

- 8.8.1 Each unit member hired on or after July 1, 2021, who completes the New Teacher Induction Program while they remain a District employee shall be reimbursed up to \$7,200 for program tuition. This cost will be pre-paid for every participating teacher in the amount of \$1,800 per semester or \$3,600 per year to the Induction Program provider. The District recognizes the possibility that the teacher may resign or be released midpoint and not complete the program and will not require repayment from the teacher.

Should a unit member enroll in a one-year New Teacher Induction Program, the District will pre-pay the Induction Program provider up to \$7,200 for the total cost of the program.

- 8.8.2 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.

8.9 **Speech and Language Therapists**

- 8.9.1 The District will pay the full costs for the annual Speech and Language Therapists license fee and the annual Certificate of Clinical Competence fee.
- 8.9.2 A Speech and Language Therapist supervising another SLP for their Clinical Fellowship Year will receive an annual stipend of \$2,700.

*Added
2004-05
Revised
2016-17*

*Added
2014-15
Revised
2016-17
Revised
2018-19
Revised
2020-21*

CHICO UNIFIED SCHOOL DISTRICT
 CERTIFICATED ANNUAL SALARY SCHEDULE

EFFECTIVE 7/1/2023
 (6.11% Increase)

Board Approved 9/21/2022

STEP	CLASS I BA + 0-44	w/Masters	STEP	CLASS II BA + 45-59	w/Masters	STEP	CLASS III BA + 60-74	w/Masters
1	\$56,903	\$58,443	1	\$58,652	\$60,192	1	\$60,450	\$61,990
2	\$56,903	\$58,443	2	\$58,652	\$60,192	2	\$60,450	\$61,990
3	\$58,652	\$60,192	3	\$60,450	\$61,990	3	\$62,308	\$63,848
4	\$60,450	\$61,990	4	\$62,308	\$63,848	4	\$64,219	\$65,759
5	\$62,308	\$63,848	5	\$64,219	\$65,759	5	\$66,192	\$67,732
6	\$64,219	\$65,759	6	\$66,192	\$67,732	6	\$68,224	\$69,764
7	\$66,192	\$67,732	7	\$68,224	\$69,764	7	\$70,316	\$71,856
8	\$68,224	\$69,764	8	\$70,316	\$71,856	8	\$72,476	\$74,016
9	\$70,316	\$71,856	9	\$72,476	\$74,016	9	\$74,699	\$76,239
10	\$72,476	\$74,016	10	\$74,699	\$76,239	10	\$76,993	\$78,533
11	\$74,699	\$76,239	11	\$76,993	\$78,533	11	\$79,356	\$80,896
12	\$76,993	\$78,533	12	\$79,356	\$80,896	12	\$81,793	\$83,333
13	\$79,356	\$80,896	13	\$81,793	\$83,333	13	\$84,306	\$85,846
14	\$81,793	\$83,333	14	\$84,306	\$85,846	14	\$86,893	\$88,433
15-30	\$84,306	\$85,846	15	\$86,893	\$88,433	15	\$89,559	\$91,099
			16	\$89,559	\$91,099	16	\$92,310	\$93,850
			17-28	\$92,310	\$93,850	17	\$95,143	\$96,683
			29+	\$95,143	\$96,683	18	\$98,064	\$99,604
						19-20	\$101,075	\$102,615
						21-22	\$104,176	\$105,716
						23-24	\$107,376	\$108,916
						25-26	\$110,671	\$112,211
						27-28	\$114,069	\$115,609
						29-30	\$117,573	\$119,113
						31+	\$121,181	\$122,721

* Masters Degree = \$1,540

* Additional Sixth Class = .20 or portion thereof of the unit member's regular salary.

* Salary divided by 183 = Daily Wage

* Daily Wage divided by 7 = Hourly Wage

* Recognizing the many different credential programs, Human Resources will evaluate credential units and place accordingly on the salary schedule. Credential holders receiving credential units inclusive of their BA will be credited up to a maximum of 30 post BA units on the salary schedule. The intent of this is to credit up to 30 units for the earned credential.

8.10 **Early Tell of Intent to Retire Incentive**

*Added
2021-22*

8.10.1 Any unit member that presents a letter of retirement to the Human Resources office by February 1st of each year shall receive a \$1,000 stipend. If the member presents a letter of retirement between February 2, and March 1 of each year, the district will pay \$500. The letter must state that the unit member will retire after the completion of the last day of the school year and that the letter is irrevocable unless otherwise approved by the District.

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

8.11.1 **Unit Members' Pay Rate**

*Renumbered
Revised
2014-15
2016-17*

Effective July 1, 2015, all unit members participating in the programs identified in Section 8.2 shall be paid an hourly rate based on Step 1/Column 1, divided by the number of work days divided by 7 hours.

8.12 **Exceptions**

8.12.1 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 member's class, progressing one-step annually based upon CUSD experience in the ESY program.

8.12.2 Grant Specified Compensation

For grants that specifically state a dollar amount to be paid to a unit member, that amount shall be paid by the District upon completing the scope of work as stated in the grant.

**ARTICLE 8
APPENDIX A
(Effective 7/1/22)**

**Chico Unified School District
Extra Duty Assignments/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	\$5,905	75% \$4,429	65% \$3,838	60% \$3,543
Category 2 Sideline Cheerleading, Competitive Cheerleading, Cross Country, Field Hockey, Ski/Snowboard, Soccer, Swimming, Track, Boys Volleyball, Boys Wrestling, Girls Wrestling	\$4,595	75% \$3,446	65% \$2,987	60% \$2,757
Category 3 Golf and Tennis	\$3,282	75% \$2,462	N/A	N/A
Longevity Factor: For cumulative years of coaching at the high school level in the <u>same</u> sport at any level under CIF guidelines.			After three (3) years, commencing with the fourth year: Stipend plus \$341 After five (5) years, commencing with the sixth year: Stipend plus \$568 After ten (10) years, commencing with the eleventh year: Stipend plus \$1,135 After fifteen (15) years, commencing with the sixteenth year: Stipend plus \$1,703	

- 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 coaching position
- 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 and longevity.
- Sideline and Competitive Cheerleading will have one Varsity and one Assistant Varsity Coach per season.
- Coaches are eligible for one stipend per season.

HIGH SCHOOL NON-COACHING STIPENDS				
POSITION or ASSIGNMENT	AMOUNT		POSITION or ASSIGNMENT	AMOUNT
Athletic Director	\$7,587*		Department Chair	\$1,469
Intramural Sports Position – Head Director	\$2,681		Newspaper Advisor	\$2,025
Intramural Sports Position – Asst. Director	\$2,025		Academic Decathlon Advisor	\$2,025
Drama Director	\$2,379		Literary Magazine Advisor	\$1,266
Dance Production Advisor	\$1,519		Career Technical Student Organization-CTSO (See Appendix E for requirements)	\$1,519

***factor modified**

JR HIGH STIPENDS				
POSITION or ASSIGNMENT	AMOUNT		POSITION or ASSIGNMENT	AMOUNT
Drama Director	\$1,519		Newspaper Advisor	\$1,366
Intramural Sports Position – Head Director	\$2,681		Yearbook Advisor	\$1,366
Intramural Sports Position – Asst. Director	\$2,025		Broadcast Advisor	\$1,519
Department Chair	\$1,469		Teacher In Charge	\$2,530

ELEMENTARY STIPENDS			
POSITION or ASSIGNMENT	AMOUNT	POSITION or ASSIGNMENT	AMOUNT
Teacher in Charge	\$2,530	Honor Choral Director	\$1,014
Student Council/Leadership Advisor	\$659	Honor Band Director	\$1,014
Outdoor Education Teacher 5 days	\$813	Outdoor Education Teacher 4 days	\$650
Outdoor Education Teacher 3 days	\$488	Outdoor Education Teacher 2 days	\$327
*General Activity Stipend	\$642		

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

See Criteria for Extra Pay Positions /Assignments in Appendix.

Any teacher formally supervising an Intern Teacher shall receive a stipend of \$900 per semester.

***Application process must be completed by teacher and approved by Principal and District (see Appendix F)**

****In lieu of additional Prep time, a stipend equal to 2 days daily pay rate will be provided to each Special Education Teacher in a teaching position that requires a Moderate/Severe credential and/or Special Education Preschool Teachers assigned to the Loma Vista Program.**

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 8.2.4 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>
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)	.034 per year + one release period
High School Agricultural Program Assignment	.20 of the unit members salary on the Regular Salary Schedule
Extra Work Days for Counselor’s Assignment (revised 2004-05)	See Section 6.10.2
Extra Work Days for Athletic Director’s Assignment (added 2004-05)	See Section 6.10.2
Extra Work Days for Library Media Teacher’s Assignment (revised 2004-05)	See Section 6.10.2
Secondary prep-time reimbursement (added 2016-17)	See Section 8.2.4(b) and 6.10.2
<u>Wages Paid by Extra Warrant</u>	<u>Factor or Wage</u>
*Paid Volunteer Position (revised May 1998)	\$16.70 per hour

SCHEDULE W-EPSA

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 requireservices to be performed during one (1) semester only will be paid on a separate warrant at the end of thesesemester 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
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 (Added 1994-95)	.016 per year + mileage
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

SCHEDULE W-EPA

EXTRA WORK FOR EXTRA PAY "POSITIONS"

Wage factors for the positions listed on this schedule will be applied to the salary schedule as per Section 8.2.4 of this Article. The wages for the following positions will be paid on a separate warrant in one annual payment upon completion of the extra assignment.

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

<u>Soccer Positions</u>	
Head Varsity	.063
Head Freshman	.063
Assistant Freshman	.053
 <u>Softball Positions</u>	
Head Varsity	.093
Head Jr. Varsity	.073
 <u>Swimming Position</u>	
Head Varsity	.063
Assistant Varsity	.053
 <u>Tennis Position</u>	
Head Varsity	.063
 <u>Track/Field Positions</u>	
Head Varsity	.093
Assistant Varsity	.063
Head Jr. Varsity	.073
Assistant Jr. Varsity	.058
Head Freshman	.063
Assistant Freshman	.053
 <u>Volleyball Positions</u>	
Head Varsity	.067
Head Jr. Varsity	.065
Head Freshman	.063
 <u>Wrestling Positions</u>	
Head Varsity	.093
Head Jr. Varsity	.073
Head Freshman	.063

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.1 **Insurance Coverages**

9.2 **Medical**

9.2.1 Each unit member employed full or part time for the regular school year, along with eligible dependents and eligible retirees as defined herein, will be eligible to enroll in any medical plan selected by CUTA from those established and available through the BSSP-JPA. The District shall have no obligation related to a plan change/modification associated with CUTA's choice of plan(s).

9.2.2 The maximum District contribution for a full-time unit member shall be \$1,435 per month effective July 1, 2023. See 9.14 for future increases.

- (a) Any unit member that chooses a medical plan priced less than the District contribution in 9.2.2 shall receive cash in lieu equal to the difference between the premium and the District contribution.
- (b) Any unit member that chooses a medical plan priced greater than the District contribution in 9.2.2, shall pay the difference between the premium and the District contribution.
- (c) Each year, the 25% premium reduction applied to members whose spouse or registered domestic partner is also covered by the BSSP/SISC will be pooled by the district and applied equally to the district contribution for health benefits in the following year for participating members. This annual add-on does not change the district maximum health contribution as stated in 9.2.2 on an ongoing basis.

9.2.3 A total of two unit members designated by CUTA may attend all BSSP-JPA meetings. Substitute costs and travel expenses shall be charged to CUSD.

9.3 **Dental, Vision and Life**

For full-time regular unit members the District shall pay:

- (a) the actual cost of the Delta Dental Plan 10 (including a claim limit to \$2,200 per person per year and including orthodontics to a \$2,000 limit with 50/50 co-pay),
- (b) the actual cost of the Vision Service Plan 4; and
- (c) the actual cost of a life insurance plan with at \$50,000 death benefit.

9.4 **Less Than Full-Time Unit Members**

9.4.1 A part-time unit member shall receive a pro-rated District contribution for insurances.

(a) A unit member employed part-time for the school year will, by agreeing to pay a pro rata share of the premium, be provided with medical, dental, vision and life insurance (see pro rate premium rates in Section 9.4.1(b).

(b) Pro-rata percentage of employees' monthly premium contribution rates for part-time unit members for the regular school year shall be based upon the District's maximum contribution established pursuant to Section 9.2.2 and 9.3 above.

9.5 **Unit Members Who Retire**

9.5.1 Effective July 1, 2023 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:

(a) \$1,218.00 per month (single).

(b) \$1,741.00 per month (family)

9.5.2 An eligible part-time unit member who retires shall receive a pro-rated District Contribution for medical insurances.

9.5.3 See 9.9 below for eligibility requirements for retired unit members.

9.5.4 See 9.14 below for future increases to the amounts set forth in 9.5.2.

9.6 **Duration of Benefits**

The benefits provided in this Article shall remain in effect as provided herein.

9.6.1 A unit member on paid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the pro rata premium rates provided in this Article.

9.6.2 A unit member on unpaid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

9.6.3 If an employee's employment is terminated following the last working day of the regular school year, but before the first working day of the next school year, the employee will be entitled to have her/his existing level of medical, dental and vision coverage continue through the month of August. If the employee's employment is terminated at any other time, her/his existing level of medical, dental and vision coverage may be continued through the month of August at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

9.7 **Medical Coverage for Long Term Illness**

Unit members who are absent on account of illness and who have exhausted their accumulated sick leave shall receive the same medical insurance protection they received prior to the onset of illness, for a period not to exceed twelve (12) months from the date of exhaustion of the accumulated sick leave, or until the unit member qualifies for State Disability, whichever comes first.

9.8 **Coverage for Retirees Between 50 and 55**

Any certificated employee who has served in the District as an employee for a minimum of five years, if hired before October 1, 2009, or a minimum of ten (10) years (need not be consecutive) if hired after that date, and who retires between the ages of 50 and 55 may continue to receive the existing medical, dental and/or vision insurance by paying the premiums to the District until he or she reaches the age of 55. At this time, the Chico Unified School District will pay the premiums for the medical insurance as per 9.5 and 9.9.

9.9 **Coverage for Retirees Age 55 until Medicare Eligible Age (Currently 65)**

9.9.1 To be eligible for retiree medical benefits, the retiree must:

- (a) Have served in the District as an employee for a minimum of five (5) years. Unit members whose initial hire date is after October 1, 2009, must have served in the District a minimum of ten (10) years (need not be consecutive).
- (b) Be at least 55 years of age at the time of retirement;
- (c) Be actively serving as an employee or be on approved leave during the year prior to retirement;
- (d) Be currently enrolled in the CUSD medical plan in order to apply for extended medical coverage prior to the end of employment;
- (e) Qualify and be in the process of receiving retirement benefits under the State Teachers Retirement System (STRS) and/or the Public Employees Retirement System (PERS) for the year that she/he retires;
- (f) Not have reached Medicare-eligible age (currently 65) in order to receive District-paid medical benefits.

Exception to District payment shall be in cases of those retirees and eligible dependent(s) who have comparable medical insurance coverage or who qualify for Medicare. The intent of this benefit is to provide coverage until Medicare or some similar plan provides for it.

District-paid medical benefits for part-time employees who elect to continue medical insurance coverage upon retirement shall be paid on a basis equal to the proportional amount paid for the medical insurance during the last year of employment in the District. However, if the employee had served a minimum of five (5) years (ten years if hired after October 1, 2009) as a full-time employee prior to becoming a part-time employee, the insurance premium shall be paid by the District in accordance with Section 9.5.

9.10 **Optional Coverage for Retirees**

*Revised
2021-22*

Any certificated employee who has served in the District as an employee for a minimum of five years and who retires may continue to receive dental and/or vision insurance in effect by paying the premiums to the District, as permitted by the JPA. Coverage must be elected at the time of retirement. Re-enrollment after a break in service is not permitted.

9.11 **Coverage for Retirees Who are Medicare-Eligible Age (Currently 65)**

9.11.1 Retired unit members over the age of Medicare eligibility who have eligible dependents under the age of Medicare eligibility shall be entitled to medical, vision and dental plans available to retirees by the JPA. The premiums for said plans shall be fully paid by the retired unit member annually in advance or by twelve monthly post-dated checks furnished annually in advance to the District.

9.11.2 Unit members retiring effective June 30, 1988, during the 1988-89 school year and subsequent years who do not have Medicare coverage may participate in the following program: When a retiree reaches the age of Medicare eligibility, the District shall contribute a maximum of \$200.00 per month on a dollar for dollar match for Medicare Plans A and B or successor Medicare plans. The District's maximum contribution shall be \$2400 per year.

9.12 **Medical, Dental, and Vision Coverages Under Early Retirement Incentive Plan**

The parties agree that this agreement herein supplants District Policy 4740, but leaves in effect District policy 4475.

9.13 **Yearly Printout**

The District shall provide each unit member an updated printout of all payroll deductions and the number of days of accumulated sick leave annually. The date of the printout need not be the same for each unit member.

9.14 **Escalator**

Commencing with the 2016/17 negotiations, and continuing thereafter, the District's required contribution for medical insurance premiums will be adjusted by the same percentage that is applied to the salary schedule for that year.

The District's required contribution for all medical premiums (Actives and Retirees) shall be included with salary costs when computing the cost of applying an adjustment to the salary schedule and to the District's required contribution for medical insurance premiums.

ARTICLE 10

LEAVE POLICIES

10.1 Leave Policies for Unit Members Employed Full Time and Part Time for Year Round Education and the Regular School Year

10.1.1 Industrial Accident or Illness Leave

A unit member involved in an industrial accident or illness caused by and during the scope and course of his employment with the District shall qualify for benefits under the following terms and conditions:

- (a) A maximum of sixty (60) days leave shall be allowed for each unit member during the unit member's school work year for each industrial accident or illness occurring during that school work year. The sixty (60) days leave for each industrial accident may carry over into the next work year in the event the unit member continues to be disabled as a result of an industrial accident or illness occurring in the prior work year.
- (b) The unused portion of this leave shall not accumulate from school year to school year, except as provided in Paragraph 10.1.1.(a).
- (c) The industrial accident or illness leave shall commence with the first day of absence.
- (d) The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in an amount equal to the unit member's full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. Regular salary warrants shall then be issued by the District, with normal deductions for retirement and other authorized deductions.
- (e) The unused industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence.
- (f) Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his regular sick leave in accordance with the provisions of applicable sick leave policies.

10.2 Family Illness Leave

Unit members shall qualify for Family Illness Leave when absent because of the serious illness of a member of the unit member's immediate family. A medical doctor's written request may be required by the District at its discretion.

- (a) Unit members on Family Illness Leave may use accumulated sick leave. After that period, wages paid are the difference between the unit member's wages and the amount paid a substitute, even though a substitute may not be employed.
- (b) An "immediate member of the family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, stepson, stepdaughter stepfather, stepmother,, stepbrother, stepsister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, 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."

10.3 **Quarantine Illness Leave**

Upon certification from a physician, a unit member who is absent because of quarantine resulting from contact with other persons having a contagious disease, shall receive full pay during the period of enforced quarantine after the unit member has first used all accumulated sick leave.

10.4 **Bereavement Leave**

- (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, grand-mother-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."
- (b) A unit member who is absent due to the death of an aunt, uncle niece or nephew, shall be entitled to a leave of absence during which the unit member shall receive as wages the difference between the unit member's salary and the amount paid a substitute even though the substitute may not be employed.
- (c) Bereavement leave shall not exceed five (5) days for any one death, nor a total of ten (10) days in any one school year, and shall not accumulate from school year to school year.

10.5 **Professional Purposes Leave (Required by the District)**

In the event the District, in its discretion, requires a unit member to be absent while representing the District at professional meetings approved by the District in its discretion, the unit member shall be entitled to full pay while so absent.

10.6 **Legal Leave**

- (a) Unit members shall receive full pay during absences as a result of time spent in court if regularly subpoenaed as a witness. Legal leave does not apply to a unit member who is a litigant in the proceeding, unless such litigation involves a unit member who has been named as a defendant by plaintiffs which do not include the District for acts occurring in the scope and course of his employment.
- (b) Unit members called for jury duty shall receive full pay from the District during their absence, but shall remit their jury duty pay, except mileage, to the District.

10.7 **Personal Necessity Leave**

Unit members shall be entitled to use up to a maximum of six (6) days of sick leave for the purpose of personal necessity leave in any one school year.

- (a) Unused personal necessity leave shall not accumulate from school year to school year.
- (b) All six (6) days may be used for “personal necessity” defined as any of the following:
 - 1. Death or serious illness of a member of the unit member’s immediate family.
 - 2. Accident, involving the unit member’s person or property, or the person or property of a member of a unit member’s immediate family.
- (c) The six (6) days may also be used for any other reason except vacation or recreation. The District shall not require the unit member to specify the reason for personal necessity leave under this sub-paragraph, but shall require the unit member to certify that the personal necessity leave was not used for vacation or recreation. Nothing in this provision, however, shall limit the District from denying personal necessity leave in any case where members of the unit participate in a refusal to work or other concerted activities including those related to employer-employee relations.
- (d) Advance permission shall not be required for personal necessity leave, but reasonable notice shall be provided to the District by the unit member.
- (e) “Immediate family” is defined as including only the following: “A unit member’s husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, 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.”

10.8 **Substitute Pay Leave**

The District shall have discretion to grant up to five (5) days of substitute pay leave in any one school year, such leave not to be cumulative from school year to school year.

- (a) A unit member shall receive as wages during substitute pay leave the difference between the unit member's full wages and substitute's pay, whether or not a substitute is actually used, subject to regular retirement and other normal deductions. The full cost of the substitute to the district will be deducted from the member's paycheck so as not to affect the member's retirement service credit.
- (b) Advance application and approval from the District must be obtained by the unit member. The District shall have discretion to grant such leave and determine the length thereof up to five (5) days.

10.9 **Sabbatical Leave**

Any unit member who has rendered service to the District for at least seven consecutive regular school years may request, in writing, a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Board of Education, for the purpose of engaging in activities that increase knowledge and provide experience which will directly benefit the school(s) and the pupils of the District. Such activities shall be limited to study, travel, and participation in business and industry fellowship programs. A total of two sabbatical leaves per regular school year may be granted at the District's discretion, one from the elementary level and one from the secondary level.

- (a) Sabbatical leave may be repeated only after another succeeding 7-year period.
- (b) The procedures for application and evaluation of requests for sabbatical leave shall be established by the District in its discretion.
- (c) Final approval of an application for a sabbatical leave or travel during or for which the unit member is to receive compensation as provided herein, shall not be granted until the applicant has filed with the Superintendent a suitable bond indemnifying the District against loss in the event the unit member fails to render four years of service in the District following the return of the unit member from the leave of absence. The bond shall be in the amount of the total salary computed to become due to the unit member during his leave of absence, except that the bond shall be exonerated if the failure of the unit member to return and render four years of service in the District following his leave of absence is caused by the death or physical or mental disability of the unit member or dismissal for cause.
- (d) The wages paid unit members on sabbatical leave shall be Class III, Step I of the current salary schedule of the District for the year in which such leave is granted. The salary may, at the District's discretion, be divided into twelve (12) equal payments.
- (e) Upon return to employment after the sabbatical leave, the salary shall be that of the step in which the unit member would have been placed had he not been absent from the District. If a unit member qualifies for a higher classification, the proper transfer shall be made.

- (f) Upon return to employment after a sabbatical leave, the unit member shall be returned to a comparable assignment.

10.10 **Professional Leaves (Requested by the Unit Member)**

A professional leave of absence, without pay, not to exceed one year, may, at the District's discretion, be granted by the District upon recommendation by the District Evaluating Committee and the Superintendent. Professional leave will be granted for such reasons as supervisor of the District's student teachers, assignments in other agencies or areas for the purpose of obtaining new methods of instruction to be brought back to the District, or other reasons beneficial to the District.

- (a) Professional leave recipients shall receive advancement on the salary schedule as though they remained in the District.
- (b) Unit members on professional leave shall notify the District of intended return not later than March 1st of the school year prior to return.

10.11 **Maternity Leave**

An expectant mother may continue working prior to delivery provided that, if she is under a doctor's care, her doctor certifies that she is physically and emotionally able to perform classroom duties.

- (a) Maternity leave without pay may be requested by the expectant mother. Maternity leave may be taken at any time prior to delivery. If she is under a doctor's care, a doctor's statement of expected date of delivery shall be submitted to the administrator in charge of certificated personnel at the time of the request for leave.
- (b) Following the birth of a child, the unit member may return as soon as her doctor supplies a written release stating that she is able to resume her duties, or, if the unit member is not under the care of a doctor, the unit member supplies a written release stating that she is able to resume her duties. A unit member on maternity leave, who does not return within the school year, shall notify the District whether she intends to return the following year not later than March 1 of the school year prior to return.

10.12 **Child Bonding/Child-Care Leave**

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. These twelve (12) weeks are independent of the 6 (or 8) weeks of pregnancy disability leave.

Any unit member shall be entitled to a child-care leave without pay for children under the

age of one (1) year or within one (1) year after adoption. If both spouses are unit members, both parents may share the leave for up to a total of 12 weeks. The District may, in its discretion, grant child-care leave for any other reason and upon any condition.

- (a) Application for adoptive child-care leave shall be filed at least three (3) months before the anticipated adoption of a child.
- (b) Child-care leave shall be limited to a maximum of one school year or two consecutive semesters within two school years, except that upon the request of the teacher, and subject to the discretion of the District, the leave may be extended for an additional school year or semester. The leave may also be terminated at the discretion of the District at any time after the equivalent of one semester.
- (c) Requests for extension of such leave shall be made not later than December 1st for leave during the second semester, or not later than March 1st for leave during the succeeding school year.
- (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.

10.13 **Return Rights**

Any unit member whose leave of absence or succession of multiple leaves of absence does not exceed one hundred thirty (130) consecutive working days of any regular school year shall be entitled to return to such member's original school, subject to transfer policies contained in this contract. If leave exceeds such time, placement shall be at the discretion of the District. The requested date of return shall, in any case, be subject to the District's discretionary right to adjust and set the actual return date within five days prior or five days later than such requested return date.

10.14 **Military Leave**

Unit members who are members of the active military reserve are encouraged to take their reserve military training during their vacation from school assignment to avoid disruption to the educational program. Upon receipt of orders, which will require duty during the teaching year, a copy shall be forwarded immediately to the District, which shall attempt to have the active duty changed to a time when school is not in session. If orders cannot be changed and the unit member is required to report, the salary shall be paid in accordance with legal requirements.

- (a) A unit member who is a member of the reserve corps of the armed forces of the United States or the National Guard, or Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like

activities, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including the time involved in going to and returning from such duty. This includes orders for physical examination in another county providing the unit member makes a written attempt to have the locale of physical examination changed to Butte County.

- (b) Upon return from temporary military service to district service, a unit member shall be entitled to all rights and privileges in, connected with, or arising out of the office of employment which he would have enjoyed if he had not been absent therefrom, provided he has been in the service of the District for a period of not less than one year. Such unit member shall be entitled to sick leave, vacation, and other rights for the period during which he was on duty, and shall be entitled to receive his salary for the first thirty (30) calendar days of such temporary military leave only.
- (c) A unit member drafted or recalled by the military while currently employed shall continue advancement on the salary schedule in the same manner as though he were teaching, although he would not attain tenure until the actual probationary period has been completed.
- (d) A unit member employed by the District who is called into active military duty or who is on a temporary military leave of absence and who has been in the service of the school district for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive one-tenth (1/10) of the annual salary established for such position. The District shall pay the unit member this amount immediately upon receipt of verified information which indicates that the unit member is actually in military service and has been so for at least thirty (30) days. No more than one payment shall be allowed for any one military leave of absence during any one school year.

10.15 **Sick Leave**

Unit members employed full time shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one day per working month. In no case shall the amount be less than ten (10) days, for unit members employed full time, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and is transferable from district to district.

- (a) While on leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.
- (b) A permanent employee who resigns and is re-employed within thirty-nine (39) calendar months shall have reinstated all unused sick leave credit existing at the time of resignation.
- (c) Sick leave may be used for pregnancy or childbirth only as follows:

1. Unit members shall be entitled to one day of sick leave upon the birth of said unit member's child.
 2. When a unit member not on maternity leave is absent from her duties as a result of her own maternity-related illness prior to the birth or due to illness or medical or surgical complications subsequent to birth, abortion or miscarriage.
- (d) Sick leave earned during regular school year employment shall be used only for leave during regular school year employment. Sick leave earned during adult education employment shall be used only for leave during adult education employment.
- (e) Verifications of illness by a medical doctor may be required by the District in its discretion for any absence of five (5) or more consecutive days for which sick leave is claimed.

10.16 **Legislative Leave**

Unit members who are elected to a full-time Federal, State or County office shall be entitled to an unpaid leave of absence for the length of one term in office, plus such additional term or terms of office as the District in its discretion may grant.

- (a) Unit members on legislative leave shall notify the District of intended return not later than March 1st of the school year prior to return.
- (b) Unit members on legislative leave shall be entitled to return to employment at the end of such leave, but shall not receive advancement on the salary schedule during the period of legislative leave.

10.17 **Educational Leave**

Unit members may be granted an educational leave of absence without pay, at the discretion of the District, for such reasons as advanced study, travel having professional implications, exchange teaching, or overseas teaching. If the leave request is denied, the unit member shall be provided the reason(s) for the denial in writing.

- (a) Unit members on educational leave shall notify the District of intended return not later than March 1st of the school year prior to return.
- (b) A unit member on educational leave shall not receive advancement on the salary schedule during the period of educational leave if said leave is in excess of one semester.

10.18 **Personal Leave**

Unit members may be granted a personal leave of absence without pay for any reason(s) mutually agreed to between the unit member and the District.

- (a) Unit members on personal leave shall notify the District of intended return not later than March 1st of the school year prior to the return.
- (b) A unit member on personal leave shall not receive advancement on the salary schedule during the period of the personal leave if the leave exceeds 25% of the instructional days of the work year the unit member is assigned.

10.19 **Differential Pay**

When a unit member is absent from their duties on account of illness or accident for a period of 100 work days or less, whether or not the absence arises out of or in the course of employment, when sick leave benefits are exhausted, the amount deducted from the salary due the unit member shall be the cost of a sub at the daily rate for days 1-10 and the cost of a long-term sub for days 11-100. If no substitute employee was employed, the amount which would have been paid to the substitute had they been employed shall be deducted from the unit member's salary. In any event, the amount deducted shall not exceed the daily substitute rate or the long-term substitute rate whichever is applicable. The school district shall make every reasonable effort to secure the services of a substitute employee.

ARTICLE 11

ASSIGNMENT, REASSIGNMENT AND TRANSFER POLICIES

11.1 Definitions

- (a) “Position,” for the purposes of this Article, means the job description the unit member was hired to perform at the school, work site or program where they are currently assigned to (i.e. math teacher at a specific high school, elementary teacher at a specific elementary school).
- (b) “Assignment,” for the purposes of this Article, means the specific class or course assigned to the unit member for the school year (i.e. teaching Chemistry at a specific high school or 3rd grade at a specific Elementary School is the assignment). An assignment does not include duties that are purely voluntary in nature (i.e. club advisor, coach, etc.).
- (c) “Reassignment” is a change in assignment (as defined in Paragraph 11.1.2) which includes a specific grade level (elementary only) or specific class or class such as Life Science or World History (secondary only) that results in a new specific class that they are not currently teaching.
- (d) “Transfer” is a change in work location(s) from one (1) school, work site or program (see Paragraph 11.1 (h, i, k)) to another school, work site or program within the District.
 - 1. A transfer does not encompass the process of assignment to a specific position and responsibility(ies) within the school or department or work location, unless said transfer involves an assignment to another program, alternative education, or non-traditional classroom (see Paragraph 11.1 (h, i, k)).
 - 2. A unit member assigned to more than one (1) work site shall be considered as being transferred only when moved from one District-wide program to another program or to a new work location.
 - 3. It is not a transfer if an itinerant assignment is changed. These positions include, but are not limited to: SLP’s, Clinicians, Nurses, Elementary prep Time Specialists, TOSA’s, Visually Impaired Teachers, APE.
- (e) “Voluntary” refers to a change in position or assignment that is requested by the unit member.
- (f) “Involuntary” refers to a change in position or assignment initiated by the District.
- (g) The District will use the following non-prioritized criteria when determining a unit member’s qualifications for a given position
 - 1. Credentials and certifications of the unit member(s);

2. Training and experience related to the position(s);
 3. Years of experience;
 4. Seniority in the District;
 5. Documented educational program needs;
 6. Documented skills and abilities of the unit member(s);
 7. Major and/or minor fields of study;
 8. Advanced degrees related to the position(s);
 9. Affirmative Action requirements;
 10. Other, one-time criteria that is mutually agreed upon between the CUTA and the District.
- (h) “Program” refers to a teaching position that requires a credential or certificate (e.g. Special Education, Two-way Immersion, etc.) other than a multiple subject or single subject teaching credential.
- (i) Alternative Education positions include:
1. Independent Study Program
 2. Opportunity Class
 3. Reset Program
 4. Continuation schools (Fair View High School)
 5. Opportunity schools (Center for Alternative Learning - CAL)
 6. District community day schools (Academy for Change - AFC)
 7. Medically Necessary Instruction/Off Campus Instruction
- (j) “Day,” as used in this Article, refers to a day that the central administrative office is open for business, unless otherwise noted in this Article.
- (k) “Non-Traditional Classroom,” or “environment,” refers to a class that differs markedly in its configuration, methodology, curriculum make-up, or scheduling from the traditional classroom. Current (2006-07) non-traditional programs include Open Structure, Prep-Time Specialist, and Dual Immersion. Other classes may be added by mutual consent between the District and CUTA.

11.2 **General Provisions**

The transfer and reassignment policies for all unit members shall be as set forth in this Article.

- (a) Each unit member shall be informed of his/her tentative assignment for the coming school year at least two (2) weeks prior to the last teacher work day of the school year. Upon request of CUTA, the District shall provide a list of assignments at a requested work site or program.
- (b) Any change of assignment resulting in a new prep (secondary) or grade level (elementary) change within two weeks prior to the start of the school year will receive two days of pay for the purpose of preparing a new curriculum. Administration will notify the member of this change during the summer by a dated email.

- (c) The transfer rights of unit members, as provided in this Article, are limited such that:
 - (1) non-summer school employees shall have transfer rights only to non-summer school; and
 - (2) summer school employees shall have transfer rights only to summer school.

11.3 **Assignments**

If a unit member's continued assignment requires an involuntary room change, the unit member will be paid two (2) days' pay at their daily rate for the express purpose of moving to a new classroom outside of the school day.

11.4 **Reassignments**

11.4.1 Reassignments of unit members shall not be made for arbitrary, capricious or discriminatory reasons.

- a. A voluntary reassignment request initiated by the unit member must be submitted to the site administrator by dated email.
- b. The supervisor shall confer with the unit member to discuss any reassignment either proposed by the supervisor or requested by the unit member.
- c. If the unit member so requests, their supervisor must provide, in writing, the specific reasons for their reassignment or the denial of their requested reassignment.
- d. The District will take all reasonable steps to ensure that reassignments are made in accordance with the following guidelines as applicable unless otherwise mutually agreed upon by the unit member and supervisor:
 - 1. Reassignment from a single grade level class to a combination grade level class will include the unit member's most recent previously taught grade level (i.e. a unit member being reassigned to a second/third grade combination class will have taught either second or third grade the year prior to the reassignment).
 - 2. Reassignment from one combination grade level class to another combination class will include one (1) of the unit member's most recent previously taught grade levels (i.e. a unit member may be reassigned from a second/third grade combination class to a first/second or third/fourth combination class, but not to a Kindergarten/first, fourth/fifth or fifth/sixth combination class).
- e. Unit members whose reassignment requires involuntarily moving to a different classroom shall be paid two (2) full days' pay at their daily rate for the express purpose of moving to the new classroom outside of the school day.

11.5 **Reassignments Due to Enrollment Changes After the Beginning of the School Year**

- 11.5.1 A unit member may be involuntarily reassigned within a school at any time during the school year due to enrollment change to another assignment provided the new assignment falls within the unit member's credential(s).
- (a) Unit members to be reassigned during the school year shall be consulted prior to the reassignment and given at least five (5) days' advanced notice.
 - (b) Unit members to be reassigned during the school year will receive, at their discretion, two (2) days of release time (or two (2) days' pay, if work is performed outside the regular work day) for preparation and/or orientation to the new assignment.
 - (c) Unit members to be reassigned during the school year will be given the reasons in writing, if the reasons are requested within five (5) days of notification.
 - (d) Unit members involuntarily reassigned to another classroom shall be paid two (2) full days' pay at their daily rate for the express purpose of moving outside of the school day.

11.6 **Voluntary Transfers**

- 11.6.1 A unit member may request, a transfer in writing to any position for which the unit member meets the criteria in Paragraph 11.1(g). An email communication to the Human Resources Department is required as proof that the unit member has requested the transfer.
- 11.6.2 Notices of all vacancies will be made available to unit members as follows:
- (a) Notices shall be sent out to all unit members via email.
- 11.6.3 If an opening exists, unit members requesting a voluntary transfer shall be given first consideration before the position may be opened to non-unit members (external hires). The District shall have discretion to approve or deny any voluntary transfer request by unit members; provided, however, that a unit member who requests transfer and whose request is denied shall be provided written confirmation that the request has been considered, denied, and the reasons therefore, before applicants not presently employed by the District are hired.

The District may simultaneously open a position both internally and externally under the following conditions:

1. The District will not share external candidate information with site administration prior to consideration of all internal candidates.
2. "Consideration" of a candidate shall be defined as a meeting (either in person or by phone) between the site administration and the interested internal candidate.

3. The meeting shall not be scheduled during the internal candidate's work hours unless mutually agreed to by the candidate and the administrator (lunch hour or prep period).
4. Interested internal candidates must notify Human Resources of their interest in the job opening by email to qualify for consideration. The email is a written record of the interest and the date it was requested.
5. All internal candidates must be contacted and notified of the site administration's decision prior to the site administration being given access to external candidate information.
6. All hiring decision will be communicated to the internal candidates within five (5) District Office workdays of the administrator/candidate meeting.
7. Any violation of this agreement whereby the internal candidate is not considered prior to all external candidates will result in the internal candidate receiving \$250 due to the violation.

11.6.4 A request for transfer may be withdrawn at any time prior to official confirmation that the transfer has been granted.

11.7 **Involuntary Transfers**

11.7.1 The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy for which he/she meets the criteria in Paragraph 11.1(g), unless such unit member is being transferred pursuant to sub-sections 11.7.2(a)2, 11.7.2(a)3, 11.7.2(a)4, 11.7.2(a)6. If a unit member volunteers for the involuntary transfer, the district shall follow provisions of 11.7.5, 11.7.6, 11.7.3, 11.7.7, and 11.7.8.

- (a) Unit members to be involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies.
- (b) The Superintendent or designee shall consider such preferences. In arriving at a decision, the District will make its decision by utilizing the criteria in Paragraph 11.1(g). A written explanation will be provided to unit members denied their preference.

11.7.2 The District shall have discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the District in its discretion to be satisfactory, subject to the following limitations:

- (a) The reason for such transfer must be one or more of the following:
 1. Excess staff;
 2. Modifications, relocations, additions or deletions of programs and/or specific curriculum needs;
 3. A need for specialized skills;
 4. A need for improvement in performance where transfer could benefit the unit member and/or the students as documented by evaluations. In a period of non-

evaluation, other substantive documentation may be used to justify an involuntary transfer to improve performance;

5. School closure or opening;
6. Documented and corroborated staff friction not based solely on hearsay.

11.7.3 No unit member will be involuntarily transferred if that unit member has been involuntarily transferred within a period of twenty-four (24) months of notification of the involuntary transfer. This provision shall not apply to either itinerant unit members or to the transfer of a class or program (this includes, by way of illustration and not limitation: Special Education, GATE, etc.) or the opening or closure of a school.

11.7.4 The procedures for involuntary transfer shall be as follows:

- (a) At least ten (10) days in advance of the intended involuntary transfer, the unit member and CUTA will receive written notification of the reasons for the transfer, and be given an opportunity to object.
- (b) The unit member to be involuntarily transferred and/or a CUTA representative and the supervisor will hold a conference regarding the transfer. If the involuntary transfer occurs during the school year, the conference will be held within five (5) unit member workdays. If the involuntary transfer occurs during a non-student attendance period, the conference will be held at a mutually acceptable time which shall be prior to the start of classes.
- (c) Should the unit member object to the transfer, a second conference will be held, within five (5) days of receipt of the objection, with the supervisor and a representative designated by the Superintendent to resolve the matter. The CUTA shall have the right to have a representative present at this conference if requested by the unit member or if the unit member is unavailable.
- (d) Should the unit member still object to the transfer after the second conference, the District shall have the discretion to implement the transfer over the objections of the unit member, provided the District has confirmed, in writing, the reason originally given for the transfer.

11.7.5 If a unit member is involuntarily transferred, the District will provide packing supplies for the unit member's classroom materials. The District will transport the classroom materials to the unit member's new work site.

11.7.6 Unit members involuntarily transferred to another school shall be paid two (2) full days' pay at their daily rate for moving.

11.7.7 A unit member who is involuntarily transferred during the school year to a different subject area or grade level shall also receive two (2) days of release time for preparation and orientation or two (2) days' pay at their daily rate if mutually agreed to by the unit member and the District.

11.7.8 The District agrees that it will not involuntarily transfer a unit member to a different program (as defined in Paragraph 11.1(h), alternative education (as defined in Paragraph 11.1(i) or non-traditional teaching environment (as defined in Paragraph 11.1(k) if there is a vacant position available in a traditional teaching environment for which he/she is qualified.

11.8 **Transfers Due to Elementary School Closures**

All references to “school closure” in Section 11.8 shall include school closure and phasing out of a program (e.g. ending the Neighborhood Program at Hooker Oak).

11.8.1 Not more than thirty (30) days after the decision is made by the Board of Education to close a school site or phase out a program, the District and the Association shall meet to review the effects of the change(s).

11.8.2 Each site will announce the number of anticipated vacancies.

(a) Displaced teachers who have contacted the supervisor for a one-on-one discussion will:

1. be placed in the position if it was created solely as the result of the transfer of students from the closed site and they taught in that position in the year of school closure.
2. receive “first consideration” for other vacancies.

(b) Interested permanent and probationary teachers at other sites may also contact supervisors to meet for a one-on-one discussion.

(c) Teachers at a site can be reassigned only after all displaced teachers have been placed except for any openings at a school site that are created through retirement, resignations, etc. The Principal may utilize these positions for internal reassignment prior to filling them with displaced teachers.

(d) Each supervisor will notify the Assistant Superintendent of Human Resources of his/her preference(s) to fill open positions at their site. Placement recommendations shall be based on the application of the criteria in Paragraph 11.1(g).

(e) The Human Resources office will review the supervisor’s preference(s), consider input from the Association and finalize placements.

(f) The Human Resources office shall notify each affected displaced teacher and each supervisor of the displaced teachers placed at their site.

(g) For new openings that occur subsequent to the process described above, the regular contract provisions will be in effect. However, for twenty-four (24) calendar months following a school closure, a displaced unit member shall be given first consideration for vacancies for which they apply.

- (h) The provisions of this Section (11.8) shall not apply if the District must conduct a layoff of bargaining unit members.
- (i) After displaced members are assigned, voluntary transfer and reassignment processes may be utilized as described in Sections 11.4 and 11.6.

11.9 **Grant-Funded Teaching Positions**

11.9.1 The District shall first seek to fill grant-funded teaching positions through the use of unit members who volunteer for these assignments.

11.9.2 Unit members working in Chico Unified School District grant-funded positions shall have return rights to their former position provided they return to the position they left within 12 months. This shall not apply if there have been modifications to the educational program at the unit member's former work site – in such case, the unit member is subject to assignment/ reassignment/transfer in the same manner as if he/she had not been in the grant-funded position. The 12-month provision on return rights shall only apply to those members entering Chico Unified School District grant funded positions after July 1, 2021. Members in Chico Unified School District grant funded positions prior to this date shall not have the 12-month limitations on return rights.

ARTICLE 12

EVALUATION PROCEDURES

*Revised
2004-05*

Effective July 1, 2004, this evaluation procedure takes the place of 12.1 of the Chico Unified School District Plan for Evaluation of Certificated Staff.

12.1 **Frequency of Evaluation**

12.1.1 **Probationary Unit Members**

Each probationary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than the four weeks prior to the end of the first semester and another formal observation not later than March 1.

12.1.2 **Temporary Unit Members**

*Revised
2004-05*

Each Temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than the four weeks prior to the end of the first semester and another formal observation not later than March 1. Temporary unit members working only the second semester shall have at least one formal observation no later than four weeks prior to the end of the second semester.

12.1.3 **Permanent Unit Members**

*Added
2004-05*

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members who have been employed in the district for less than ten years and performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members who have been employed at least ten years with the district, are NCLB Compliant, if applicable, and whose previous evaluation rated the employee as "Meets Standards," "Progress Evident," "Practice Consistent with Professional Standards" or "Practice Distinguished" shall be evaluated every five years, if the unit member and evaluator consent to this schedule. The certificated employee or the evaluator may withdraw consent at any time. Should either party withdraw consent, written notice and the reason(s) for the withdrawal shall be provided to the other party. Permanent unit members given a rating of "Practice Not Consistent With Minimum Standards" in one half or more of the elements of any one teaching standard on the Certificated Teacher Observation/Evaluation Form shall be formally evaluated each school year. Members receiving a rating of "Practice Not Consistent With Minimum Standards" in one half or more of the elements of any single standard" shall be rated "unsatisfactory" and referred to the PAR program. This rating shall be determined by the CUSD Rubric Supporting the California Standards for Teaching Professionals in the Appendix (Appendix C).

12.2 **Areas of Evaluation**

*Revised
2004-05*

The District shall evaluate and assess certificated unit member performance as reasonably relates to the Certificated Teacher Observation/Evaluation Form: (1) ENGAGING AND SUPPORTING STUDENTS IN LEARNING; (2) CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING; (3) UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING; (4) PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS; (5) ASSESSING STUDENT LEARNING.

*Added
August
2009*

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Upon request, unit members will be provided a copy of their job description.

The District will not mandate the use of any textbook that requires scripted teaching for regular education classroom use unless so recommended by the textbook adoption committee. Any textbook adoption committee shall include at least one representative appointed by CUTA.

12.3 **Areas of Non-Evaluation**

*Added
2004-05
and
Renumb*

Standard 6, DEVELOPING AS A PROFESSIONAL EDUCATOR, will be used for advisory purposes only and not be considered part of the formal evaluation.

12.4 **Use of Publishers' Norms**

The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

12.5 **Notice to Unit Members**

No later than October 1 of the year in which the formal or informal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, the Governing Board's established Standards of Expected Pupil Achievement at each grade level in each area of study, and the identity of their evaluator. In addition, the District shall give each probationary unit member the name of an experienced person who will provide assistance to the probationary unit member.

12.6 **Pre-Conference and Evaluation Plan**

*Revised
2004-05*

The unit member being evaluated and the evaluator shall meet to establish:

- 12.6.1 No later than eight weeks after the beginning of the school year, the standards to be observed in the areas described in Section 12.2 during the evaluation period.

- 12.6.2 A formal evaluation plan which shall offer the evaluatee an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal evaluation shall be conducted no later than four weeks prior to the end of the first semester of employment for that school year; and
- 12.6.3 By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section.12.2: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

12.7 **Classroom Observations/Post Observation Conferences**

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first observation, the District shall give the unit member at least two (2) days' notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post-observation conference. A unit member who receives a negative evaluation shall be entitled to additional classroom observations, evaluation conferences and written evaluations with criteria and resources for improvement as needed. With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1).

12.8 **Formal Evaluation Summary**

- 12.8.1 All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed not later than (30) days prior to the last day of instruction. All final evaluation conferences for probationary-two unit members shall be completed by February 15. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. The evaluator and the evaluatee must sign all copies of the evaluation.
- 12.8.2 If a permanent unit member is given a "Practice Not Consistent With Minimum Standards" in one half or more of the elements of any one teaching standard, he/she shall be referred to the PAR program as per section 12.1 of this agreement. Any rating of "one" requires the evaluator to indicate in writing specific teacher instructional Practices Not Consistent With Minimum Standards as described in CUSD Rubric Supporting the California Standards for Teaching Professionals. Any standard which is not applicable will be marked N/A.
- 12.8.3 Where the evaluatee receives an overall unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary.

12.8.4 The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file.

12.9 **Alternative Evaluation**

The District and the Chico Unified Teachers Association (CUTA) share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

12.9.1 **Participants**

The following certificated personnel will be eligible to participate in an alternative evaluation system:

- a) All permanent certificated employees.
- b) Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.
- c) There will be no limit on the number of participants at each site.
- d) The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article 12 of the Collective Bargaining Agreement.
- e) Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned during the year to the traditional evaluation process as outlined in Article 12 of the Collective Bargaining Agreement between the District and CUTA. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.
- f) Teachers who do solely Online instruction must do Alternative Evaluation.

12.10 **Process**

12.11 **Goal Setting**

The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:

- (a) Agree on the goals and the selection of the alternative evaluation option.
- (b) Develop timelines for completion.

(c) Review how the alternative evaluation option will enhance student learning.

12.12 **Alternative Evaluation Options**

The certificated employee should select alternative evaluation options, which are in close alignment with his/her annual goals. The District wide approved alternative options are described as follows:

12.13 **Collaboration**

The District and CUTA believe the most effective professional growth occurs through collaboration.

The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.

All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site.

12.14 **Timelines**

The certificated employee will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

12.15 **Final Report**

Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting District Standards will be included in the personnel file.

12.16 **Personnel File Contents and Inspection**

12.16.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

- 12.16.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- 12.16.3 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 12.16.4 In the event a unit member demands a hearing after having been served with a notice of the District's intention to dismiss, evidence of records regularly kept by the District concerning the unit member may be introduced; but no decision relating to the dismissal or suspension of any unit member shall be made based on charges or evidences of any nature relating to matters occurring more than four (4) years prior to the filing of the notice.

Teacher's Name _____ School _____ Grade/Subject _____

Check One

Temporary Probationary 1 Probationary 2 Permanent

Rating

- *1. Practice Not Consistent with Minimum Standards: Unsatisfactory - Does not meet the professional standards of competence.
 - 2. Practice Developing - Meets Minimum Standards: Meets the professional standards of competence
 - 3. Practice Consistent with Professional Standards: Meets and occasionally exceeds professional standards of competence
 - *4. Practice Distinguished - Exceeds Standards: Consistently exceeds the professional standards of competence
- N/A Not Observed/Not Applicable
 *Ratings of 1 and/or 4 require comments to support.

1. ENGAGING AND SUPPORTING STUDENTS IN LEARNING	Rating
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.	
1.2 Use a variety of instructional strategies to respond to students' diverse needs.	
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice.	
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	
1.5 Promoting self-directed, reflective learning for students.	
Comments:	
2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Rate
2.1 Creating a physical environment that engages students.	
2.2 Establishing a climate that promotes fairness and respect.	
2.3 Promoting social development and group responsibility.	
2.4 Establishing and maintaining standards for student behavior.	
2.5 Planning and implementing classroom procedures and routines.	
2.6 Using instructional time effectively.	
Comments:	
3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Rate
3.1 Demonstrating knowledge of subject matter and student development.	
3.2 Organizing curriculum to support student understanding of subject matter.	
3.3 Interrelating ideas and information within and across subject matter areas.	
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.	
3.5 Using materials, resources, and technologies to make subject matter accessible to students.	

Comments:	
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS	Rating
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	
4.2 Establishing and articulating goals for student learning.	
4.3 Developing and sequencing instructional activities and materials for student learning.	
4.4 Designing short-term and long-term plans to foster student learning.	
4.5 Modifying instructional plans to adjust for student needs.	
Comments:	
5. ASSESSING STUDENT LEARNING	Rating
5.1 Establishing and communicating learning goals for students.	
5.2 Collecting and using multiple sources of information to assess student learning.	
5.3 Involving and guiding students in assessing their own learning.	
5.4 Using the results of assessment to guide instruction.	
5.5 Communicating with students, families, and other audiences about student progress.	
Comments:	

Evaluator's Comments:

Teacher's Comments:

Evaluator's Name (type)

Teacher's Name (type)

Evaluator's Signature

Date

**Teacher's Signature

Date

**Signature does not indicate agreement

A written response may be attached within ten (10) working days.

Distribution: _____ Personnel _____ Supervisor _____ Evaluatee
--

ARTICLE 13

SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 Unit members shall immediately report cases of actual or attempted physical assault suffered by them in connection with their employment to their principal or other immediate superior, who shall immediately report the incident to the police.
- 13.2 Unit members shall recommend to the District in writing that the District exclude from attendance any student that in the unit member's opinion suffers from contagious or infectious disease, has filthy or vicious habits or has a physical or mental disability such that the student's attendance would be inimical to the welfare of other students and/or employees of the District. If the student is excluded, the appropriate person (based on the reason for the exclusion) shall approve the return of the student to the District; such persons are: a CUSD school nurse, a physician, a CUSD health aide and/or a CUSD psychologist. The District shall have the discretion to act upon the unit member's recommendation, provided, however, that the unit member making such recommendation shall be advised in writing as to the District's action on the recommendation within five (5) working days.
- 13.3 Unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety. Unsafe or hazardous conditions shall be defined as those conditions that do not meet California OSHA standards. A safe place of employment shall include procedures and written material pertaining to emergency/disaster plans, first aid, CPR, and blood borne pathogens.
- 13.4 Unless specifically bargained into the unit member's job description, unit members shall not be required to perform non-emergency or routine medical procedures.
- 13.5 For a student in need of foreseeable medical procedures, CUSD will ask the student's current or assigned teacher(s) to volunteer to be trained in and provide those procedures. If the current teacher(s) decline the request, the CUSD will seek volunteers within the same grade level or course of study and site.

If there is not a volunteer or sufficient numbers of volunteers or where transfer to one or more volunteers would result in disruption of the student's existing course of study, the CUSD may direct specific unit members to be trained in and provide those procedures.

Unit members will be paid at their hourly rate of pay for training conducted outside of their regular work day.

- 13.6 The District shall provide rubber gloves, mouth-to-mouth breathers, and facilities to wash with hot water and antiseptic soap in designated areas to any unit member who may come in contact with bodily fluids.
- 13.7 In the event a unit member must provide health care services to him or herself or his or her

students, the unit member shall notify his supervisor in order for the District to provide for the safety and welfare of the unit member's students.

- 13.8 The District will defend and indemnify a unit member, acting in good faith, and acting within the course and scope of employment, reasonably responding to a potential or actual emergency medical situation.

ARTICLE 14

PROCEDURES FOR PROCESSING GRIEVANCES

14.1 Definitions

14.1.1 A “grievance” is a formal written allegation by a grievant that said grievant has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

14.1.2 A “grievant” may be any unit member.

14.1.3 A “grievant” may also be the CUTA in the event the subject of the grievance involves only rights, or alleged rights, of CUTA.

*Revised
2007/08* 14.1.4 “The immediate supervisor” is the grievant’s school site principal or his/her designee; or, in the case of unit members whose immediate supervisor is a District supervisor (e.g. prep time providers), the District supervisor shall be the “immediate supervisor.”

14.1.5 “Days” as used in the Article shall mean days that the central administrative office is open for business.

14.2 General Provisions

*Revised
2007/08* 14.2.1 Grievance proceedings shall be kept as confidential as reasonably possible at all levels.

14.2.2 All grievance procedures shall be undertaken in good faith.

14.2.3 Until final disposition of a grievance takes place, the grievant shall be required to fulfill or carry out the original order, requirement, or other directive, provided, however, that the District employee giving the order, requirement, or other directive states in writing to the unit member that in said employee’s opinion the order, requirement or other directive is within the provisions of this Agreement and the law.

14.2.4 The District shall not agree to any resolution of the grievance beyond Level I until the CUTA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. A copy of all formal grievances filed with the District shall be provided to the CUTA within five (5) days of receipt by the District.

14.2.5 Failure of the unit member to adhere to the submission deadlines shall mean that the unit member waives any right to further appeal under this grievance procedure.

14.2.6 Meetings for the processing of grievances shall be scheduled as much as possible at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the regular work day, any unit member

required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

14.2.7 The CUTA and the District shall each have the right to have a representative present, and the grievant shall have the right to be personally present, at all grievance levels. The grievant must be present at Level I. The grievant need not be personally present at any other level, although if the grievant chooses not to be present, he or she shall be available to provide any information requested by his or her representative during the course of a conference or hearing.

14.2.8 In the event the CUTA is the grievant, Level I shall be omitted.

14.2.9 In the event one or more grievances which contain common issues are at any time progressing concurrently, the same may, at the option of either party be consolidated at the lowest level to which one of the said grievances has progressed, and the CUTA shall thereafter be considered the grievant.

14.2.10 All documents, communications and records created during the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

14.3 **Grievance Levels**

14.4 **Level I**

Prior to filing a written grievance, the employee shall attempt to resolve the issue by an informal conference with the immediate supervisor within twenty (20) days of the time the employee knew, or should reasonably have known, of the act or omission giving rise to the issue.

- (a) The employee and the immediate supervisor shall have up to ten (10) days, however, after the informal conference to attempt to resolve the issue.
- (b) Both the employee and the immediate supervisor shall sign a memorandum acknowledging that they have complied with this level and the date on which the informal conference occurred.

14.5 **Level II: Formal Written**

If the issue is not resolved at Level I, the employee shall have ten (10) days after the informal conference (see Level I) to resolve the matter and present the grievance in writing to the immediate supervisor. The Level II grievance shall include the section of the Agreement being grieved and the specific remedy sought. The Immediate Supervisor shall, within ten (10) days after receipt of the grievance, prepare a written decision and submit it to the grievant and to the CUTA.

14.6 **Level III: Appeal to Superintendent**

*Revised
2007/08*

If not satisfied with the decision of Level II, the grievant, within ten (10) days after receipt of the written Level II decision, may appeal such decision by sending written notice of appeal to the Superintendent. Within ten (10) days after receipt of said notice of appeal, the Superintendent (or designee) shall prepare a written decision and deliver the same to the CUTA.

14.7 **Level IV: Binding Arbitration**

*Revised
2007/08*

If the grievant is not satisfied with the decision at Level III, CUTA may, within ten (10) days thereafter, request binding arbitration. The procedures of such arbitration shall be as follows:

*Revised
2007/08*

(a) CUTA shall notify the District, in writing, of their intent to request arbitration and to submit the grievance to arbitration. The grievance shall be submitted to the State Mediation and Conciliation Service. The parties shall select a mutually acceptable arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

*Revised
2007/08*

(b) All filing fees and costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room or hearing reporter will be borne equally by the District and CUTA. All other costs will be borne by the party incurring them.

ARTICLE 15

NEGOTIATION PROCEDURES

- 15.1 Negotiations between the District and the CUTA shall be conducted by the District through its designated representatives and the CUTA through its designated representatives.
- 15.2 Not later than February 1, the CUTA and the District shall exchange their initial proposals for the next school year(s). The proposals shall be presented to the Governing Board at the next meeting of the Board.
- 15.3 The District and the CUTA shall, after the initial proposals have been presented, begin negotiations no later than eight (8) days thereafter pursuant to Section 3543.3 of the Government Code.
- 15.4 The District and the CUTA shall each present agenda items for negotiation at least five (5) days in advance of each negotiating session, unless circumstances arise which require negotiations on a non-agenda item and the District and the CUTA agree to negotiate on such non-agenda item.
- 15.5 At the conclusion of each negotiating session, a memorandum of the meeting shall be mutually agreed upon and executed. In the event that there is tentative agreement reached at a negotiating session on a matter, said tentative agreement shall be reduced to writing and contained in a memorandum of agreement, which shall be executed, subject to later ratification by the CUTA unit members and the Board of Education.
- 15.6 The CUTA designated representatives shall have reasonable periods of release time without loss of compensation while meeting and negotiating pursuant to Section 3540.1 subsection (h) of the Government Code.

*Revised
Oct 2010*

ARTICLE 16

SAVINGS PROVISIONS

16.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and in effect except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 17

EFFECT OF AGREEMENT

17.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State laws to the extent permitted by State law, provided said policies, procedures and laws are within the specific confines and limits of this Agreement.

ARTICLE 18

TERM

- 18.1 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.
- 18.2 The term of the Agreement shall be extended through August 31, 2026 with re-openers as follows:
- (a) For the 2022/23 school year, Articles 8 and 9 shall be reopened plus one (1) other article of topic of bargaining by each party.
 - (b) 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.
- 18.3 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 19

DISTRICT RIGHTS

- 19.1 This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as: (1) expanding the rights of the District beyond statutory and constitutional limits; (2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the Agreement shall prevail. Also, it is recognized that some of the following matters fall within the exclusive representative's right to consult as set forth in the Government Code Section 3543.2(a), and this Article is not intended to limit those consultation rights, but rather to indicate that the final decision on "consult issues" lies with the District. Subject to the foregoing qualifications, it is understood and agreed that the District shall retain its rights and responsibilities as defined by the state and federal statutes. The District shall accomplish the full exercise of all such rights and responsibilities unless and except such rights and responsibilities are limited by statute and/or by this Agreement. With respect to the bargaining unit work and the unit members represented by CUTA, such District retained rights include but are not limited to the exclusive right to: determine organization; direct the work of its employees; determine the time and hours of operations; determine the kinds and levels of services to be provided, and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action on any matter in event of an emergency and engage in the exercise of further unspecified rights necessary to discharge management's responsibility provided, however, that such unspecified rights shall not conflict with the specific and expressed terms of this Agreement and/or law; and in addition, the District retains the rights to hire, assign, reassign, evaluate, and terminate employees, and to determine the effects and impact of any action implementing these rights.
- 19.2 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and applicable statutes.

- 19.3 This Article shall not be subject to the terms and conditions of Article 14 – Procedures for Processing Grievances. However, nothing contained herein shall be construed to prevent the filing of grievances pursuant to Article 14 contending that the District has violated an expressed term of some other Article of the Agreement which has not by its own terms been excluded from the grievance procedure.
- 19.4 The District retains all rights, powers, and authority to govern the student teaching program within the District.

ARTICLE 20

WAIVER PROCEDURES

*Revised
2005-06* The unit members at a school site or a group of unit members may wish to request that the Association and the District agree to waive provisions of the Collective Bargaining Agreement. All requests shall follow the following procedures:

20.1 Submission of Waiver

*Revised
2005-06* The request for a waiver shall be submitted to the CUTA President and the District Superintendent. The President and the Superintendent shall, if required, seek approval of the waiver request from the CUTA Executive Board and the District.

20.2 Waiver Request

*Revised
2005-06* A waiver request shall include the specific provision(s) of the Collective Bargaining Agreement to be waived, the replacement language that will be in effect in place of the waived language, and a certification that the waiver request is submitted in compliance with the criteria contained in Sections 20.4.1, 20.4.2 and Appendices A and B.

20.3 Verification

*Revised
2005-06* Either the Association or the District may request verification that the requirements contained in Sections 20.4.1, 20.4.2 and Appendices A and B have been met.

20.4 Waiver Application Requirements

20.4.1 One (1) Year Pilot Waiver

*Added
2005-06* A one (1) year waiver may be submitted for approval by the CUTA Executive Board and the District when all points of view have been heard, at least 75% of the unit members at a site support an option, and the will of the group is evident – even to those who most oppose it.

20.4.1.A Voluntary Transfer Rights

If a one (1) year waiver is approved, those opposed will be granted voluntary transfers to other sites if requested in writing and if an appropriate placement is available.

20.4.2 Three (3) Year Waiver

A three (3) year waiver may be submitted for approval by CUTA and the District when 100% of unit members at a school site support an option, and each can say (1) that consensus was reached fairly and openly, (2) that it was the best solution for us at this time, and (3) that even though it might not be my preferred option, my point of view was heard and understood, and I will not block the option.

20.5 Approval of Waiver Request

The waiver does not become effective until it is approved in writing by CUTA and the District. As a general rule, and whenever possible, the District and CUTA shall decide whether to approve or deny a waiver request within thirty (30) calendar days after receiving the request.

20.6 Waiver Renewal Language

20.6.1 One (1) Year Waiver

Unit members at a school site may request a renewal of the one (1) year waiver provided they have met the conditions for application in Section 20.4.1. The one (1) year waiver renewal must be approved by the District and CUTA. Application for the renewal may be made within sixty (60) days of the end of the school year.

20.6.2 Three (3) Year Waiver

Unit members at a school site may request a renewal of the three (3) year waiver providing they have met the conditions for application in Section 20.4.2. The three (3) year waiver renewal must be approved by the District and CUTA. Application for the renewal may be made within sixty (60) days of the end of the school year.

20.6.3 Automatic Renewal

School sites which have utilized the same waiver for three (3) consecutive years will have their waivers automatically renewed in subsequent years without having to reapply. The District or CUTA may request, by February 1, that a site resubmit a waiver application for the following school year as per 20.4.1. If a school alters an existing waiver in any way for the following school year, the site must reapply as per 20.4.1.

20.7 Record of Waivers

All approved waivers shall be reduced to writing and numbered for record keeping.

20.8 Past Practice

Implementation of replacement language shall not establish a past practice.

ARTICLE 21

PRESCHOOL

21.1 **Hours of Employment**

21.1.1 Preschool teachers shall work 40 hours per week for eight (8) hours per day plus a one (1) hour duty free lunch. Work hours may differ at individual school sites. Starting times will start no earlier than 7:45am and ending times will be no later than 5:15pm

21.1.2 Overtime hours shall be authorized by the Director of Preschool or designee. Overtime hours shall be compensated in 6-minute increments and the Preschool teacher will be compensated at one and one half times the regular rate of pay.

21.2 **Work Year**

21.2.1 The Preschool work year is 246 days per year. Each Preschool teacher will not be required to work on federally recognized holidays listed below.

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Day

21.2.2 Each Preschool teacher will receive twelve (12) vacation days each year. The unit member's supervisor must approve vacation schedules in advance.

21.2.3 Each Preschool teacher will receive twelve (12) sick days per year. Each member may use up to six (6) days for personal necessity (PN days) as per section 10.7.

21.3 **Class Size**

21.3.1 Preschool class sizes shall not exceed 30 students per class.

21.4 **Wages**

21.4.1 The following salary schedule will be used for all Preschool teacher positions.

Revised
2021-22

STEP	SALARY
1	\$26.24
2	\$27.05
3	\$27.88
4	\$28.76
5	\$29.64
6	\$30.55

Preschool teachers are part of the Chico Unified Teachers Association and therefore will receive all negotiated right and privileges including salary and benefit adjustments as per the Collective Bargaining Agreement.

21.5 **Retirement Rights**

21.5.1 Preschool teachers will participate in the State Teacher’s Retirement System (STRS) as per Education Code 8360. Should the Education Code be deleted, modified or changed by law or court action this section will be re-opened for negotiation.

21.6 **Tenure Rights**

21.6.1 Preschool teachers will have tenure rights as outlined in Education Code 8366. Should the Education Code be deleted, modified or changed by law or court action this section will be re-opened for negotiation.

21.7 **Lay Off and Seniority Rights**

21.7.1 Preschool teachers will receive all rights identified in Education Code 8366 with regards to seniority and lay off procedures, however they are treated separate and apart from certificated K-12 teachers within the district. Specifically, a Preschool teacher’s seniority rank is separate from certificated K-12 teachers and the two shall not be mixed during any lay off proceedings. Should the Education Code be deleted, modified or changed by law or court action this section will be re-opened for negotiation.

21.8 **Other Provisions**

ARTICLE 22

EFFECTS OF LAYOFFS

22.1 Notice to Association of Potential Unit Member Layoff

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

22.2 Order of Layoff of Unit Members

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

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

22.3 District Seniority: Ties in District Seniority

*Revised
2013-14*

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

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

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

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

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

22.3.2.B Third: By Lottery: If there are still ties after the application of 22.3.2.A and 22.3.2.B set forth above, a lottery will be held by the District to determine the order of layoffs. Unit members may oversee the method of lottery and be present during the lottery.

22.4 Rehiring: Ties in District Seniority: Rights upon Rehire

- 22.4.1 Rehiring is to be done in reverse order of layoff as defined herein and pursuant to the Education Code. The former unit member with the highest seniority laid off within the statutory period set forth in the Education Code will be offered the opportunity for rehire into any vacant or newly created position for which they possess a credential, even if said credential is a new credential completed since layoff and is registered with the district office. The results of any lottery held pursuant to 22.3 above shall be utilized in the case of rehire.
- 22.4.2 In the event that two or more certificated employees first rendered paid service for the District in a probationary position on the same date are subject to rehire, the “internal” seniority tie-breaker procedure set forth in Section 22.3 shall be utilized. In the event that there remain ties with the use of this internal District seniority test, and no lottery was held for the subject unit members for order of layoff, the lottery process set forth in Section 22.3 shall be utilized to determine order of rehire.
- 22.4.3 Any unit member rehired after layoff pursuant to this Article shall, upon rehire, be granted the same district seniority, salary schedule placement, accrued sick leave,

and any other previously accrued benefits as were in effect for the unit member on the date of layoff.

ARTICLE 23

PROJECT EDUCATOR

Unit members applying for a position as Project Educator shall submit a written application with specific timelines to their Site Principal. The Site Principal shall have initial authority to approve the project. The project approved by the Site Principal shall be submitted to the Superintendent for final approval. Projects denied by the Superintendent or Principal shall be denied in writing stating the reasons for the denial. Unit members may resubmit an amended project based on the written response for the denial. The District shall authorize funding for all projects.

Each Project Educator shall be paid from Schedule Y pursuant to his/her step and column placement. His/her work year shall be 205 days per year. Schedule Y reflects the current salary schedule (Schedule W) with 20 more paid days at the unit member's daily rate. Extra days may be worked in full day or partial day increments. (One day is equivalent to 7 hours.) Assignments as a Project Educator shall be for a maximum of one (1) year.

**EFFECTIVE 7/1/23
(6.11% Increase)**

PROJECT TEACHER SALARY SCHEDULE

Based on agreed to schedule using five digits & 203 days for Project Teacher
Board Approved 9/21/2022

STEP	CLASS I BA + 0-44	w/Masters	STEP	CLASS II BA + 45-59	w/Masters	STEP	CLASS III BA + 60-74	w/Masters
1	\$63,123	\$64,663	1	\$65,060	\$66,600	1	\$67,059	\$68,599
2	\$63,123	\$64,663	2	\$65,060	\$66,600	2	\$67,059	\$68,599
3	\$65,060	\$66,600	3	\$67,059	\$68,599	3	\$69,115	\$70,655
4	\$67,059	\$68,599	4	\$69,115	\$70,655	4	\$71,239	\$72,779
5	\$69,115	\$70,655	5	\$71,239	\$72,779	5	\$73,423	\$74,963
6	\$71,239	\$72,779	6	\$73,423	\$74,963	6	\$75,678	\$77,218
7	\$73,423	\$74,963	7	\$75,678	\$77,218	7	\$78,001	\$79,541
8	\$75,678	\$77,218	8	\$78,001	\$79,541	8	\$80,397	\$81,937
9	\$78,001	\$79,541	9	\$80,397	\$81,937	9	\$82,866	\$84,406
10	\$80,397	\$81,937	10	\$82,866	\$84,406	10	\$85,408	\$86,948
11	\$82,866	\$84,406	11	\$85,408	\$86,948	11	\$88,029	\$89,569
12	\$85,408	\$86,948	12	\$88,029	\$89,569	12	\$90,734	\$92,274
13	\$88,029	\$89,569	13	\$90,734	\$92,274	13	\$93,516	\$95,056
14	\$90,734	\$92,274	14	\$93,516	\$95,056	14	\$96,389	\$97,929
15-30	\$93,421	\$94,961	15	\$96,389	\$97,929	15	\$99,348	\$100,888
			16	\$99,348	\$100,888	16	\$102,397	\$103,937
			17-28	\$102,397	\$103,937	17	\$105,542	\$107,082
			29+	\$105,427	\$106,967	18	\$108,781	\$110,321
						19-20	\$112,122	\$113,662
						21-22	\$115,562	\$117,102
						23-24	\$119,111	\$120,651
						25-26	\$122,766	\$124,306
						27-28	\$126,536	\$128,076
						29-30	\$130,423	\$131,963
						31+	\$134,425	\$135,965

Masters Degree = \$1,540
 Salary divided by 203 = Daily Wage
 Daily Wage divided by 7 = Hourly Wage

ARTICLE 24

JOB SHARING

- 24.1 Job Sharing is a plan whereby two unit members share the full responsibility for one identifiable self-contained full-time position.
- 24.2 The job share application (see Appendix D) will specify the benefits to the District and the students as well as the benefits to the unit members involved. The written application will indicate the name(s) of the unit members who are proposing to job share and it will indicate how the unit members plan to implement the job share position. The application must show details of how the unit members intend to coordinate their work, insuring that the educational continuity of the class will be preserved.
- 24.3 Unit members who wish to apply for a job share arrangement shall do so by March 1st of the school year prior to the intended job share. The District exclusively reserves the right of approval. The District may, after March 1st, accept late job share applications that are judged to be in the best interest of the pupils and programs of the District.
- 24.4 Unit members wishing to participate in a job share shall first apply through their principal to the Human Resources office. At least one of the parties to a job share application must be a permanent unit member. Approval of job share requests shall be determined by an assessment of the proposal, meeting the needs of the students and the school involved as well as those of the unit members. Approval of a job share request shall also be determined by the appropriateness of the job share schedule (as determined by the District) and the District's ability to obtain a suitable replacement for the vacancy created by the job share, should it be necessary to fill said vacancy. The Human Resources Office shall approve or deny the application by no later than May 1. If the request is denied, the applicants shall be given the reasons for the denial in writing. Upon receiving the denial, the applicants shall have ten working days to respond to the reasons for the denial and resubmit their application. The District shall respond to the resubmission within ten days. If the resubmitted application is denied, the reasons for the denial shall be detailed in writing.
- 24.5 Job sharing contracts shall be one (1) year in length. Job share contracts shall not be for less than a .2 FTE for either unit member. Unit members must annually submit a request to job share. The approved application shall be binding on the parties, unless mutually agreed upon by the unit members and the district.
- 24.6 Responsibilities for an assignment of two (2) job sharers may be divided or allocated according to the plan designed by the job sharers with the concurrence of their immediate supervisor. It is the intent that job sharers fulfill their instructional duties based on the proration of their employment contract. However, it is understood that the coordination of the classroom activities and instruction between the job sharers will likely require more time than if a single unit member was responsible for the class. In addition, each job sharer

shall attend a prorated share of the faculty meetings, grade level and department meetings (if applicable). Both unit members shall attend regularly scheduled parent conferences as determined in Article 6. Both unit members will attend back-to-school nights and open-house nights. Preparation time shall be prorated between the job share partners.

- 24.7 Each job sharing unit member is responsible for notifying the District when a substitute is needed. The teaching team partner is entitled to first call for substitute service. The job share partners may “cover for each other” rather than calling for a substitute.
- 24.8 A unit member who has been approved for a job share will be granted a leave of absence, if necessary, for the portion of the assignment he/she is not working.
- 24.9 In the event that one of the two job sharing unit members is unable to fulfill the terms of the job share contract the remaining job sharing unit member shall have the options of:
 - 24.9.1 converting to full-time employment in that position, or
 - 24.9.2 continuing the job share with another unit member mutually agreed upon by the remaining job sharing unit member and the district,
 - 24.9.3 continuing the job share with another qualified teacher. If this teacher is not a current unit member, the regular hiring protocol will be used.

Article 25

Medi-Cal Administrative Activities, MAA

*Added
2013-14*

25.1 To the extent that Medi-Cal Administrative Activities, or MAA, is federally funded, CUTA and CUSD agree to the following:

*Revised
2016-17*

25.2 CUTA will actively encourage all eligible unit members to conduct MAA reporting.

25.3 The District will annually set aside 50% of MAA funds, net of expenses.

25.4. The District will determine the total number of CUTA FTE as a percentage of the total FTE of District employees within fifteen (15) days of the Local Education Consortium's (LEC) notification to the District that all payments and related expenses have been received for an entire school year. This will include only CUTA members who are in a paid status as of the date of the calculation. This will be used to identify the percentage, or share, of MAA funds due CUTA for the MAA reporting year. The District will apply that percentage to 50% of the net MAA earnings received that reporting year. At the time of distribution, the District will provide CUTA an itemized accounting of all expenses related to MAA activities.

*Revised
2016-17*

25.5 Regardless of FTE, this amount will be distributed equally to all eligible CUTA MAA reporters in paid status at the time of the calculation noted in 25.4, as a one-time off schedule bonus. Payment will be made to eligible CUTA MAA reporters within sixty (60) days of the net payment calculation. If this distribution occurs during a summer break, the calculations used in 25.4 will be based on the data from the last student day of the prior school year. The parties recognize that MAA funds generally are received 18-24 months after the end of the reporting year.

*Added
2018-19*

25.6 "Eligible MAA reporters" shall be defined as any unit member that meets MAA qualifications as a time-study participant including, but not limited to, Special Education teachers, teachers of the Visually Impaired, Physical & Health Impaired, Adaptive PE, Speech and Language Pathologists, Nurses and Counselors.

Article 26

SUMMER SCHOOL AND EXTENDED SCHOOL YEAR

26.1 **Hours of Employment for Unit Members Employed for Summer School**

26.2 **Total Work Days**

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

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

26.2.2 All unit members shall be required to be present as assigned by the District on each work day during Summer School.

26.2.3 The scheduling of all work days during Summer School shall be at the discretion of the District.

26.3 **Class Size for Unit Members Employed for Summer School**

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

26.4 **Unit Members Pay Rate for Extended School Year (ESY)**

26.4.1 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 member's class, progressing one-step annually based upon CUSD experience in the ESY program.

26.5 **Leave Policies for Unit Members Employed for Summer School**

Unit members employed for summer school shall be governed by the following leave policies:

26.5.1 **Industrial Accident or Illness Leave**

A unit member involved in an industrial accident or illness caused by and during the scope and course of his employment with the District shall qualify for benefits under the following terms and conditions:

(a) Industrial accident or illness leave shall be allowed for each unit member during the

unit member's summer school work year for each industrial accident or illness, terminating on the last workday of said unit member's summer school employment.

- (b) The unused portion of this leave shall not accumulate from summer school year to summer school year.
- (c) The industrial accident or illness leave shall commence with the first day of absence.
- (d) The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in an amount equal to the unit member's full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. Regular salary warrants shall then be issued by the District, with normal deductions for retirement and other authorized deductions.
- (e) The unused industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence.
- (f) Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his regular sick leave in accordance with the provisions of applicable sick leave policies.

26.5.2 Quarantine Illness Leave

Upon certification from a physician, a unit member who is absent because of quarantine resulting from contact with other persons having a contagious disease, shall receive full pay during the period of enforced quarantine for the summer school work year after the unit member has first used all accumulated sick leave.

26.5.3 Professional Purposes Leave (Required by the District)

In the event the District, in its discretion, requires a unit member to be absent while representing the District at professional meetings approved by the District in its discretion, the unit member shall be entitled to full pay while so absent.

26.5.4 Legal Leave

- (a) Unit members shall receive full pay during absences as a result of time spent in court if regularly subpoenaed as a witness. Legal leave does not apply to a unit member who is a litigant in the proceeding, unless such litigation involves a unit member who has been named as a defendant by plaintiffs which do not include the District for acts occurring in the scope and course of his employment.
- (b) Unit members called for jury duty shall receive full pay from the District during their absence, but shall remit their jury duty pay, except mileage, to the District.

26.5.5 Maternity Leave

An expectant mother may continue working prior to delivery as long as her doctor certifies that she is physically and emotionally able to perform classroom duties.

- (a) Maternity leave without pay may be requested by the expectant mother. Maternity leave may be taken at any time prior to delivery. The doctor's statement of expected date of delivery shall be submitted to the administrator in charge of certificated personnel at the time of request for leave, unless prohibited by the unit member's religious beliefs.
- (b) Following the birth of a child, or maternity-related illness, the unit member may return to her original position within the school year as soon as her doctor supplies a written release stating that she is able to resume her classroom duties.

26.5.6 Sick Leave

Unit members employed for summer school shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one day for every 15 (fifteen) working days, accumulative from summer school year to summer school year without limit.

- (a) Sick leave earned during summer school employment shall be used only for leave during summer school employment.
- (b) Sick leave may be used for pregnancy or childbirth only as follows:
 - 1. Unit members shall be entitled to one day of sick leave upon the birth of said unit member's child.
 - 2. When a unit member not on maternity leave is absent from her duties as a result of her own maternity-related illness prior to the birth or due to illness, or medical or surgical complications subsequent to birth, abortion or miscarriage.

26.5.7 Bereavement Leave

- (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. "Immediate family" is defined as including only the following: "A unit member's husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, 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."
- (b) A unit member who is absent due to the death of an aunt, uncle, niece or nephew, shall be entitled to a leave of absence during which the unit member shall receive as wages

the difference between the unit member's salary and the amount paid a substitute even though the substitute may not be employed.

- (c) Bereavement leave shall not exceed two (2) days for any one death, nor a total of two (2) days in any one school year, and shall not accumulate from summer school year to summer school year.

FIST TO FIVE

While any variety of methods may be utilized by each group of unit members to reach agreement at a site for a waiver, the Association and the District agree that agreement for waivers is defined in Article 20. Also, any vote to reach consensus, no matter the method used, must provide at least as many options as provided in the “Fist to Five”: no simple YES or NO vote can be taken. (Sites are encouraged to build consensus through discussion and compromise rather than simply taking a vote and stopping.) The Association has the right to check for and validate that agreement was reached among unit members at a site. It is understood that the Association may utilize the “Fist to Five” method for checking for agreement.

FIST

“I can’t live with the decision; I will block it or leave the group.”

ONE

“I can live with the decision; I don’t like it but I won’t block it; I won’t sabotage it.”

TWO

“I am not excited about the decision; I will do some work to support it.”

THREE

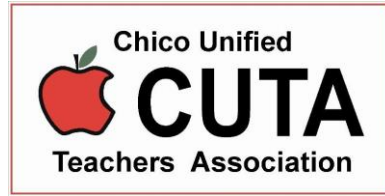
“I think the decision is okay; I will get involved.”

FOUR

“I think the decision is good; I will work hard to support it.”

FIVE

“I think the decision is great; I will work hard and help others to be successful at it.”



**Application for a Waiver
of the
Collective Bargaining Agreement**
(One Year or Three Year)

Affected Site or Work Location: _____

This is an application for: _____ Date of Application: _____

- A one (1) year waiver
- A three (3) year waiver

School Year(s) for which the waiver is sought: _____

Approval is Required: This waiver must be approved by the CUTA Executive Board and the District before it is effective. If approved, it will automatically expire at the end of the waiver period (i.e. one (1) year or three (3) years) unless the unit members make application for a renewal.

Either CUTA or CUSD may require clarification or additional information before approving any waiver application. If more room is needed to answer any question, please attach additional pages.

1. **Notice: (Before staff vote, read the following provisions.)**

Were affected unit members specifically advised that this waiver is provisional and:
(a) it will automatically expire at the end of the requested waiver period; and (b) it must be approved by both the CUTA Executive Board and the District?

- Yes
- No

2. **Provisions to be Waived:**

List those provisions of the Collective Bargaining Agreement (CBA) for which a waiver is sought. Include specific Article and Section numbers, as well as the page number, on which the provisions are found in the current CBA.

3. **Proposed Replacement Text:**

Please provide the replacement language which is proposed to operate in place of the waived CBA provisions.

4. **What is the purpose of the waiver?**

5. **Affected Bargaining Unit Members:**

List **all** Bargaining Unit Members who are directly, or potentially, affected by waiving this provision of the CBA. (Pursuant to CUTA By-Laws, unit members who are not CUTA members may not participate in the waiver procedure.)

6. **Special Promises:**

If any specific arrangements or promises were made in order to reach a vote approval, please list them.

7. **If a one (1) year waiver:**

I certify the decision was the decision reached by:

- Minimum 85% vote of affected unit members?

Signature Required: Name of site representative who can attest to the validity of the decision process

8. **If a three (3) year waiver:**

I certify the decision was the decision reached by:

- 100% vote of affected unit members?

Signature Required: Name of site representative who can attest to the validity of the decision process

Date: _____

Date: _____

CUTA Site Representative

District Administrator

FOR CUTA USE:

This waiver will be considered by CUTA at the First Executive Board meeting that occurs ten (10) calendar days after its receipt.

- Approved Denied

CUTA President
Action

Date of CUTA Action

FOR DISTRICT USE:

This waiver has been considered by CUSD.

- Approved Denied

CUSD Representative

Date

CUSD Rubric Supporting the California Standards for Teaching Professionals
C-1

1	ENGAGING AND SUPPORTING STUDENTS IN LEARNING			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
1.1 Connecting student’s prior knowledge, life experience, and interests with learning goals. *IV.a	The teacher fails to make observable connections between the learning goals and the students’ prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during the lesson.	The teacher makes a few observable connections between the learning goals and the students’ prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes several observable connections between the learning goals and the students’ prior knowledge, life experiences, and interests. The teacher elicits and uses students’ questions and comments during a lesson to extend their understanding.	The teacher facilitates as students’ connect and apply their prior knowledge, life experiences and interests to new learning and the achievement of learning goals. The teacher builds on students’ questions and comments during lessons to modify instruction.
1.2 Using a variety of instructional strategies to respond to students’ diverse needs. *111.i	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. Adjustments are not made to respond to students’ needs.	The teacher uses a selection of instruction strategies that are appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students’ needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out, making some adjustments to respond to students’ needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage students in learning, making adjustments while teaching to respond to students’ needs.
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice *IV.c.2	Learning experiences are directed by the teacher, without permitting student autonomy, interaction, or choice.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice.
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful *IV.c.1	Learning opportunities for students to engage in problem solving, analysis, or inquiry within or across subject matter areas are not provided.	A few learning opportunities are provided for students to engage in problem solving within subject matter areas; little support is given to develop necessary skills.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Learning opportunities are provided that extend student thinking, and engage and support students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.
1.5 Promoting self-directed, reflective learning for students *I.d.1, I.d.2, IV.b.1, IV.c.1	Opportunities for students to initiate their own learning or to monitor their own work are not provided.	Students’ learning is directed and monitored by the teacher, and few opportunities are provided for students to individually reflect on their work.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Teacher facilitates as students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.

CUSD Rubric Supporting the California Standards for Teaching Professionals
C-2

2	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
2.1 Creating a physical environment that engages students *II.a, II.a.5, II.b.2	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for students in learning activities.
2.2 Establishing a climate that promotes fairness and respect. *II.a.1, II.a.2, II.a.3, II.c.1, II.c.2, II.c.3	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher does not respond to misbehavior, or the response is inconsistent, or does not respect the students' dignity.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. Teacher responds to misbehavior but with uneven results.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. Teacher responses to misbehavior are appropriate and respect the students' dignity.	Teacher maintains an environment in which students take responsibility so that a climate of equity, caring and respect is maintained in the classroom, and students are encouraged to take risks and be creative. Teacher response to misbehavior is highly effective and sensitive to students' individual needs.
2.3 Promoting social development and group responsibility *II.a.4, II.b.1, II.a.1	Student's social development, self-esteem and diversity are not supported by the teacher. Students have little sense of responsibility for each other.	Teacher encourages students' respect of each other's differences. Students work together moderately well. The teacher provides opportunities for students to assume responsibility.	Teacher encourages environment in which students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Teacher maintains an environment in which students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.
2.4 Establishing and maintaining standards for student behavior *II.b.2, II.c.1	Standards for behavior appear not to have been established, or students are confused about what the standards are.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	Standards for behavior are established, are clear to students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Students and teacher develop standards for behavior together. Standards of conduct are clear to students. Students are responsible for helping each other maintain standards.
2.5 Planning and implementing classroom procedures and routines *II.b.3, II.b.4	Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.
2.6 Using instructional time effectively *II.b.3, II.b.4, II.b.5	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Pacing of the instructional time is appropriate to the activities and enables most students to engage successfully with the content. Transitions are smooth, resulting in minimal loss of instructional time.	Pacing of instructional time is adjusted as needed to ensure the engagement of students in learning activities. Transitions are seamless.

CUSD Rubric Supporting the California Standards for Teaching Professionals
C-3

3	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
3.1 Demonstrating knowledge of subject matter and student development *III.d	The teacher’s working knowledge of subject matter and student development may not be current, is inconsistently evident, and does not adequately support students’ learning or cultural heritage.	The teacher’s working knowledge of subject matter and basic principals of student development is usually current, reflects a single perspective, supports some students’ learning and cultural heritage.	The teacher’s working knowledge of subject matter and basic principles of student development is current, incorporates different perspective, and supports students’ learning and cultural heritage.	The teacher’s working knowledge of subject matter and individual students’ development is current and incorporates a broad range of perspectives, strongly supports students’s cultural heritage.
3.2 Organizing curriculum to support student understanding of subject matter *II.a.2, II.a.4, III.h, III.I	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives or rarely supports students’ understanding of a subject matter.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of subject matter for some students.	The curriculum is organized and sequenced; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of subject matter.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that students develop a deep understanding of subject matter.
3.3 Interrelating ideas and information within and across subject matter areas *I.d.1, IV.a, IV.b <small>*Curriculum integration is a new element in this document</small>	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students’ understanding.	The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning and students’ understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students’ lives, and uses previous learning to extend students’ understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter *IV.a, IV.c.1, IV.c.2, IV.c.3	Instructional strategies are not appropriately matched to subject matter content and do not encourage students to think critically or to extend their knowledge.	The teacher uses a few strategies to make the content accessible to students, and may encourage students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.	A repertoire of instructional strategies is used to make content accessible to students, to challenge them to think critically, and to deepen their knowledge of enthusiasm for subject matter.
3.5 Using materials, resources, and technologies to make subject matter accessible to students *III.k, III.j, IV.b, IV.c.2	Instructional materials, resources and technologies are either not used or used inappropriately. Materials may not accurately reflect diverse perspectives.	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students’ understanding of content and concepts. Materials may reflect diverse perspectives.	A range of appropriate instructional materials, resources, and technologies are integrated into the curriculum to extend students’ understanding of content and concepts. A range of materials reflect diverse perspectives.

CUSD Rubric Supporting the California Standards for Teaching Professionals
C-4

4	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs *III.a, III.g	Instructional plans may not match or reflect students' collective backgrounds and developmental needs, and may not support students' learning.	Instructional plans are partially drawn from information about students' collective backgrounds and developmental needs to support students' learning.	Instructional plans reflect students' collective backgrounds and developmental needs to support students' learning.	Instructional plans build on students' collective backgrounds and developmental needs to support students' learning.
4.2 Establishing and articulating goals for student learning *III.b, III.e, III.f	Instructional goals are not established. Expectations for students are not appropriate.	Some instructional goals are appropriate. Expectations for students may be inconsistent.	Short-term and long-term instructional goals are standards based. Goals are appropriately challenging for most students. Expectations for students are generally appropriate to learning requirements.	Short-term and long-term instructional goals are set by teacher and students. Goals are appropriately challenging for students and represent valuable learning. Expectations for students are consistently high.
4.3 Developing and sequencing instructional activities and materials for student learning *III.b, III.h	Instructional activities and available materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and available materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and available materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and available materials are differentiated to reflect developmental needs, and engage students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.
4.4 Designing short-term and long-term plans to foster student learning *III.i	Individual lesson plans have little relation to long and short-term goals, or a unit plan has little recognizable structure.	Long and short-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long and short-term plans have a coherent structure, with learning activities in individual lessons well sequenced to promote understanding of concepts.	Long and short-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.
4.5 Modifying instructional plans to adjust for student needs *III.c	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Modifications to instructional plans address only limited aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified as needed, based on formal and informal assessment, to promote deeper conceptual understanding by students.

**CUSD Rubric Supporting the California Standards for Teaching Professionals
C-5**

5	ASSESSING STUDENT LEARNING			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
5.1 Establishing and communicating learning goals for students *I.b.3	Few learning goals are established. Learning goals are not revised or clearly communicated to students.	Learning goals re established to meet school and district expectations. Goals are communicated to students without revision.	Learning goals are established and meet district and state expectations. Goals are adequately communicated to students and are revised as needed.	Learning goals are established and meet district and state expectations. Goals are communicated to students and are revised as needed.
5.2 Collecting and using multiple sources of information to assess student learning *I.b.1, I.d.3	The teacher uses inappropriate sources of information to assess student learning and/or uses assessment strategies that re not appropriate to students' learning.	The teacher consistently uses one or two appropriate sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher consistently uses a variety of appropriate sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher consistently uses a variety of appropriate sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.
5.3 Involving and guiding students in assessing their own learning *I.b.1, I.b.2, I.d.1, I.d.2	The teacher does not encourage students to reflect on or assess their own work.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	Student reflection and self-assessment are included in learning activities. The teacher models skills and assessment strategies to help students understand their won work and discuss it with peers.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.
5.4 Using the results of assessment to guide instruction *I.b.1, I.b.2, I.c.1, I.c.2	Information about student learning is inappropriate or not used by the teacher to plan, guide or adjust instruction.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are used to adjust instruction while teaching.	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.
5.5 Communicating with students, families and other audiences about student progress *I.a.1, I.a.2, I.a.3, I.a.4, I.a.5	The teacher provides some information about student learning, to students, families and support personnel, but the information is incomplete, unclear or untimely.	The teacher provides timely information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in a timely manner, and in ways that improve understanding and encourage academic progress.	Teacher includes students in the exchange of information about their learning with families and support personnel in ways that improve understanding, are timely, and encourage academic progress.

CUSD Rubric Supporting the California Standards for Teaching Professionals
C-6

6	DEVELOPING AS A PROFESSIONAL EDUCATOR			
ELEMENT	1. PRACTICE NOT CONSISTENT	2. PRACTICE DEVELOPING	3. PRACTICE CONSISTENT WITH PROFESSIONAL STANDARDS	4. PRACTICE DISTINGUISHED
6.1 Reflecting on teaching practice and planning professional development *V.a, V.b	The teacher may reflect on specific problems or areas of concern in his or her teaching practice; reflection to assess growth over time or to plan professional development is not evident.	The teacher reflects on areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and uses reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and uses reflection to plan an participate in professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, and assesses growth over time. The teacher plans, participates and applies professional development based on reflection.
6.2 Establishing professional goals and pursuing opportunities to grow *V.a., V.d.3	Professional goals are not established to guide practice. The teacher fails to pursue opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but does not contribute to professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.	Professional goals are on-going and the teacher actively seeks opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
6.3 Working with communities to improve professional practice *III.j, III.k, V.d.2	The teacher has limited understanding the importance of district and community resources or how to access them to provide learning experience for students or to promote collaboration with the school.	The teacher understands the importance of the district and community resources, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher values district and community resources and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.	The teacher values the district and community resources and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.
6.4 Working with families to improve professional practice *I.a.4	The teacher has limited communication with families, and fails to provide opportunities for participation in the classroom or school community.	The teacher initiates communication with students and families, works to develop and understanding of their diverse backgrounds, and may provide limited opportunities for families to participate in the classroom or school community.	The teacher acknowledges students’ families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.	The teacher acknowledges students and their diverse backgrounds, maintains ongoing positive interactions with their families, and provides multiple opportunities for meaningful participation of families in the classroom or school community.
6.5 Working with colleagues to improve professional practice *V.a., V.c, V.d.1	The teacher fails to engage in professional dialogue with colleagues, to seek out other staff to meet student needs, or to participate in school or district events or learning activities.	The teacher engages in professional dialogue with some colleagues to help meet students’ needs, and participates in some school-wide events.	The teacher engages in professional dialogue with colleagues, collaborates with staff to meet students’ needs, and participates in school-wide events.	The teacher engages in professional dialogue and reflection with colleagues, collaborates with staff to meet students’ needs, and contributes to school-wide and district-wide decision making, events, and professional development.

Chico Unified School District

Educational Services - Elementary Education
 (530) 891-3000 x137

Job Share Application

Teaching Position to be shared: _____ School: _____

Teachers requesting job share: A: _____ %

B: _____ %

Division of workdays (generally):

Teacher A: _____

Teacher B: _____

Please attach a calendar for both teachers of days to be worked.

Required work days

.8 FTE = 146.4 days	.6 FTE = 109.8 days
.4 FTE = 73.20 days	.2 FTE = 36.6 days

Describe when/how communication between job sharing teachers will take place:

Chico Unified School District

Educational Services - Elementary Education

(530) 891-3000 x137

Indicate Responsibility:	Teacher A	Teacher B	Shared Equally
▪ Opening Day			
▪ Room set-up			
▪ Back to School Night			
▪ Open House			
▪ Report Cards			
▪ Language Arts			
▪ Mathematics			
▪ Science			
▪ Social Science			
▪ English Language Development			
▪ Physical Education			
▪ Comments			
▪ Parent Conferences			
▪ Staff Meetings (% of time to attend)			
▪ Grade Level Collaboration			
▪ Site Staff Development Activities			
▪ SBIT			
▪ IEP's			
▪ At-Risk of Retention Conferences			
▪ Adjunct Duties, e.g. SSC, PTA, etc.			
▪ Disciplinary conferences w/parents			
▪ Field trips			
▪			
▪			
▪			

Both teachers should attend the meetings held on the day before school starts.
 Prep day issues should be resolved between the job share teachers.

Chico Unified School District

Educational Services - Elementary Education

(530) 891-3000 x137

Teacher A

Teacher B

Date

Date

DRAFT

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 arrangements to get students to camp
 - Bus reservations
 - Permissions forms
- Coordinate with administration for needed health services.
- Monitor fundraising as necessary to provide for camp activity

Career Technical Student Organization Advisor (CTSO)

- Advisor for either **Skills USA** or **FHA-HERO**; affiliate of **FCCLA**, **HOSA** or other state or nationally recognized **CTSO** or **CTE** organization.
- 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

Application for Elementary General Activity Stipend

Teacher Name: _____ School _____

Name of Activity/Club: _____

General Description of Activity/Club: _____

Detail the time requirements (when meetings will take place, how often, length of meetings, etc.) of Activity/Club: _____

What will be the student outcomes (number of projects, competitions, performances, productions, etc.)? : _____

Other Information/Details: _____

Teacher Signature

Principal Signature

Approved

Denied

District Administrator

Approved

Denied

Memorandum of Understanding
between
the Chico Unified Teachers Association
and
the Chico Unified School District

RE: Class Size and Caseload Maximums for Special Education

This MOU will become effective immediately upon the approval and signature of both the CUTA and CUSD bargaining teams.

In an effort to update the class size and caseload limits for special education teachers, the District and CUTA have reached agreement on a one-year MOU. This MOU will remain in effect for the 2023-24 school year at which time the two parties will return to the negotiations table to discuss possible changes and/or final agreement on CBA language

A comprehensive chart defining all class size and caseload maximums are included in this document.

All other provisions of the CBA will stand as is unless mutually agreed to by both parties. This agreement does not set any past practice or precedent.



Kevin Moretti, President, Chico Unified
Teachers Association (CUTA)

4 / 1 4 / 2 3

Date

Jim Hanlon

Chico Unified School District

4/14/23

Date

Table 7.5.1.A

Program	Target Caseload/ Max Caseload (*1)	Max Class Size	Assignment of Extra Students to Max Caseload (*2)
<i>PRESCHOOL PROGRAMS</i>			
Itinerant Preschool	18 / 22	<i>NIA</i>	Voluntary
Special Day Classes- PreSchool (Self-Contained)	16 I 18	<i>9AM I 9PM</i> (combined class size of 18)	Voluntary
<i>MILDIMODERATE SUPPORT NEEDS (MMSN)</i>			
Diversified Occupation Transition/Community Classes	22	18	Voluntary
Elementary MMSN - Ed Specialist Basic Core Curriculum classes Academic Support Classes	28 (per Ed Code) (up to 6 program days) (*3)	Teacher Scheduled	Caseload: Waiver Required (Ed Code) (*3)
Secondary: MMSN - Ed Specialist Basic Core Curriculum Classes Academic Support Classes Modified Core Curriculum Classes	28 (per Ed Code) (*3)	20 20 18	Caseload: Waiver Required (Ed Code) (*3) Class Size: Involuntary (3a)
<i>EXTENSIVE SUPPORT NEEDS (ESN)</i>			
ESN - Special Day Classes Functional Curriculum (Self-Contained)	10 / 13	15 Elementary 18 Secondary	Involuntary
Intensive Needs Behavior Classes (Self-Contained) As identified by the District	6 I 8	8	<i>NIA</i>
ACCESS (Self-Contained ED)	10 I 12	14 Elementary 16 Secondary	Involuntary
Adult (Self-Contained)	14 I 18	18	Voluntary
<i>ITINERANT AND DESIGNATED INSTRUCTIONAL SERVICES</i>			
Elementary Co-Teach	18 / 22	<i>NIA</i>	Voluntary
Orthopedically Impaired *4	40 I 45	<i>NIA</i>	Voluntary
Adaptive Physical Education *4	40 I 45	<i>NIA</i>	Voluntary
ERMHS Clinician *4	25 I 25	<i>NIA</i>	Involuntary
Visually Impaired - Itinerant	40 I 45	<i>NIA</i>	Voluntary
Speech*S	School Age Caseload Average Caseload 55 Max Caseload 70	Preschool Caseload: 40 (or as designated by Ed Code)	<i>NIA</i>

***1** Caseloads that exceed the target caseload will be reviewed and provided additional para-professional support as identified by the IEP team.

***2** Maximum of two (2) students may be voluntarily or involuntarily assigned to the MAX caseload as indicated in Table 7.5.1. Caseloads that exceed the maximum will be compensated at \$1750/per student/per semester. This does not apply to waiver as per Education Code for RSP (Mild/Moderate Support Needs) caseloads (See 3, 3a & 3b).

***3** Mild/Moderate Support Needs (MMSN replaces RSP) Caseload is determined by Ed Code and will change to match any changes in current Ed Code revisions. Mild/Moderate Support Needs (MMSN replaces RSP) caseloads that require a state waiver will be compensated at \$750.00/per student/per semester up to a max of 4 additional students. The administration will also consider the need for additional aide support.

***3a** Maximum of two (2) students may be added to the max class sizes as indicated for MMSN secondary. Class sizes that exceed the maximum will be compensated at \$500/per student/per semester. Paying a teacher to add students permanently increases that class's max class size for the remainder of the semester.

***3b** For MMSN elementary caseloads of 24 or more, program days are sub-provided prep days to be used exclusively for case management tasks including, but not limited to, IEP scheduling, testing, SEIS data entry, and progress monitoring. Program days will be allocated at 2 days/trimester/ caseloads 24 or over. Up to 2 days may be carried over for 1 trimester.

***4** Caseloads for OI, APE, and ERMHS that exceed the max caseload will be compensated at \$750.00/per student/per semester up to a max of 2 additional students.

***5** Speech and Language Caseload Review: A team of at least one administrator and one Speech and Language Pathologist (SLP) will meet monthly to review caseload distribution. Caseloads that exceed 55 school-age or 40 preschool students will be reviewed to determine the need for redistribution, re-assignment, or other supports. Redistribution, re-assignments, or other supports will be determined, in consultation with the affected SLP.

Caseloads of SLPs who serve both preschool and school-age students will be calculated based on the percentage of each age group being served.