

WRITTEN AGREEMENT BETWEEN THE

YUCAIPA-CALIMESA JOINT UNIFIED
SCHOOL DISTRICT

AND THE

YUCAIPA-CALIMESA EDUCATORS ASSOCIATION,
CTA/NEA

JULY 1, 2022 - JUNE 30, 2025

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ARTICLE 1: AGREEMENT AND TERM

1.1 This Agreement is made and entered into this 2nd day of February, 2023 by and between the Yucaipa-Calimesa Joint Unified School District (hereinafter referred to as "District") and the Yucaipa-Calimesa Educators Association, CTA/NEA (hereinafter referred to as "Association").

1.2 This Agreement shall remain in full force and effect beginning July 1, 2022, and ending June 30, 2025, except the parties agree to reopeners on Article 12 – Compensation and Benefits and the Appendices, plus two additional articles each year. In addition, the parties agree to meet and negotiate on issues within the scope of representation which arise as a result of legislative action, statutory changes, or the impact of district reorganization. The Association shall notify the District in writing no later than March 15 of the respective year of their intent to meet and negotiate.

1.3 The Agreement will continue in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.

1.4 Memoranda of Understanding executed between the Association and the District shall include effective dates. These memoranda shall be reviewed each year by the parties at a mutually agreeable time.

ARTICLE 2: RECOGNITION

2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution dated the 29th day of April, 1976, and temporary contract employees. Agreement to this Article does not constitute a waiver of the right of the Association to petition PERB for unit clarification.

2.1.1 The employees of the representative unit, as amended by Board Resolution on December 10, 1996, are comprised of the following positions:

1. Adaptive P.E. Specialist
2. Behavioral Health Counselors

3. Counselors
4. High School Activity Director
5. High School Athletic Director
6. Intern Teachers
7. International Baccalaureate Coordinator
8. Intervention Counselor
9. TK-12th grade Classroom Teachers
10. Psychologists
11. Secondary Media Resource Specialist
12. School Nurse
13. Special Education Teachers
14. Special Education Preschool Teachers
15. Special Education Program Specialists
16. Speech Language Pathologists
17. Teachers on Assignment
18. Preschool Teachers (student ages 3 & 4)

and excluding all other positions not specifically enumerated above which include, but are not limited to:

1. Certificated and Classified Contract positions
2. Certificated and Classified Management positions
3. Confidential positions
4. Supervisory positions
5. Substitute teachers
6. Hourly teachers

ARTICLE 3: DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine each unit member's times and hours of service; determine the kind and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure 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 allocation; determine the methods of raising revenue and contract out work. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, 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 express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 The District retains its right to suspend, amend, modify or rescind policies and practices referred to in this Agreement in case of emergency for the reasonable period of time required by the emergency. Emergency shall include, but not be limited to, national, state, county, and local declared emergencies in which the District is located or natural disasters as defined by law.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of initiation fees and membership dues in the Association. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall not be obligated to put into effect any new or changed deduction until the pay period which commences thirty (30) days or more after such submission.

4.2 Each unit member who after the effective date of this Agreement is a member of the Association and each unit member who becomes a member after that date shall, as a condition of

continued employment, maintain his/her membership in the Association through the term of the Agreement.

4.2.1 Notwithstanding the provisions of 4.1, 4.2 and 4.3, the District shall automatically deduct the appropriate service fee on behalf of the Association from the regular salary warrant of any unit member who is not a dues paying member of the Association and who has failed to execute a written statement authorizing deduction of such a service fee. The deduction under this section shall be made in accordance with the requirements of Education Code Sections 45060 and 45061 and other applicable law. This section shall not apply to any unit member currently exempt from payment of the service fee.

4.3 Subject to paragraph 4.2 hereinabove, any member hired by the District after ratification of this Agreement shall become a member of the Association or make application for membership within thirty (30) days from the date of commencement of teaching duties or pay to the Association a fee in an amount equal to the normal Association initiation fee and membership dues excluding fees marked for political action, as a condition of continued employment during the duration of this Agreement.

4.4 The provisions of paragraphs 4.2.1 and 4.3, hereinabove, do not apply to any member who has a religious belief as provided by Section 3546.3 of the Educational Employment Relations Act (EERA), which does not permit joining or otherwise supporting an employee organization. In such case, the unit member shall pay to a qualified charitable organization, approved by the District, an amount equal to a normal Association initiation fee and membership dues excluding funds for political action, as a condition of continued employment. Disputes involving this section of the article shall be settled between the Association and the employee and shall not be subject to the grievance procedure under Article 5.

4.5 The Association shall indemnify and reimburse the District for attorney's fees, all costs, expenses, fees, and judgments incurred by the District and, further, shall fully indemnify the District against any and all lawsuits or other legal proceedings which may be brought against the

Board or District personnel arising out of and in connection with the enforcement of paragraphs 4.1, 4.2 and 4.2.1 hereinabove. The District shall invoice the Association within fifteen (15) working days of the incurring of cost and the Association shall reimburse the District within fifteen (15) working days of receipt of invoice. In the event payment is not timely made in accordance with this provision, the District shall be relieved of any and all responsibility and all obligations to proceed with any unit member's dismissal initiated herein.

4.6 With respect to all sums deducted by the District, the District will remit such monies to the Association accompanied by an alphabetical list of unit members from whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

4.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4.8 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, and District-approved charitable donations.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a formal written allegation by a unit member that he or she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures of this school district are not within the scope of this procedure.

5.1.2 A "day" is a day in which the central administrative office of the District is open for business and the unit member is expected to be at work.

5.1.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. The District superintendent will designate the "immediate supervisor" if this is not clearly understood.

5.1.4 A "grievant" shall mean the Association or any unit member filing a grievance, pursuant to the definition of a grievance in Section 5.1.

5.2 Informal Level

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, and before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

5.3 Formal Level

5.3.1 Level 1

5.3.1.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, including the specific provision(s) of this agreement alleged to have been violated and the specific manner in which the provision(s) has been violated, the factual events supporting this claim, the decision rendered at the informal conference, and the specific remedy sought. A conference will be held with the grievant, the association representative, and the district representative within ten (10) days after presentation of the written grievance form to the immediate supervisor.

5.3.1.2 The supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

5.3.2 Level 2

5.3.2.1 In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the superintendent or designated administrative officer within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either

the grievant or the superintendent or designee may request a personal conference within the above time limits. If the superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

5.3.3 Optional Mediation Prior to Level 3

5.3.3.1 Within the time limits for appeal to Level 3, if the grievant or the Association is not satisfied with the decision at Level 2, the District or Association may request that the grievance be submitted to mediation prior to proceeding to Level 3 of the grievance procedure. Upon mutual agreement to utilize this step, the District shall contact the California State Conciliation Service and request that a mediator be appointed.

5.3.3.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. The mediator shall have no power to render a decision or make a public recommendation on the grievance. Any statements made during the mediation process shall be confidential and shall not be admissible in any future court or administrative proceeding.

5.3.3.3 At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation. The mediation shall be limited in duration to eight (8) hours.

5.3.3.4 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

5.3.3.5 If no satisfactory settlement of the grievance is reached through this process within the time limits contained within Section 5.3.3.3, either party may appeal the grievance to the next level (Level 3).

5.3.3.6 The fees and expense of the mediator shall be borne equally by the District and the grievant or Association. All other expenses shall be borne by the party incurring them.

5.3.4 Level 3

5.3.4.1 If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered on or before the Level 2 decision deadline, within ten (10) days following such deadline, the grievant may request the Association to submit the grievance for arbitration.

5.3.4.2 Should the Association decide to take the grievance to arbitration, it shall notify the grievant and the District of its intent to proceed within fifteen (15) days of the request by the grievant by sending the grievant and District a copy of the request to the California State Mediation and Conciliation Service for a list of seven (7) names of arbitrators. The arbitrator shall be selected by the parties from the list by alternately striking one (1) name. The party making the first strike shall be determined by lot. The last remaining name shall be the arbitrator.

5.3.4.3 If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator. The arbitrator shall render an expedited decision on the question of arbitrability prior to the parties being required to present evidence on the merits of the grievance. The arbitrator's decision on the merits of the grievance will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The decision shall be rendered within thirty (30) days after close of the hearing of receipt of post hearing briefs. The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

5.3.4.4 If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations, and procedures of the District. Issues arising out of the exercise by the Board of Education and administration of its responsibilities under Article 3 of this Agreement, "District Rights," including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

5.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations which shall be binding to the parties. The arbitrator's decision must be limited to the specific issue or issues submitted to him/her, and based upon the arbitrator's interpretation of meaning of the language of the agreement.

5.4 Class Action Grievances

If two or more persons have the same grievance, such persons may elect to consolidate the grievance. The signatures of such persons must be present on the grievance form to indicate their election. The decision shall apply to all parties.

5.5 Supervision of Grievant Pending Disposition of Grievance

Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor, except in matters relating to the real and actual physical danger to immediate inimical welfare of the grievant.

5.6 Miscellaneous

5.6.1 The District shall not agree to a resolution of a formal grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

5.6.2 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor, or to have the grievance adjusted, prior to Level 2, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolutions at Levels 1 and 2 shall not be agreed upon by the District until the Association has been provided with a copy of the grievance, proposed resolution, and reasons therefore, and has been provided an opportunity to respond.

5.6.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit

such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Level 2. Failure to appeal a decision at any given level within the specified time limits finalizes the decision rendered at that level.

5.6.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be followed completely and every reasonable effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

5.6.5 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the last teacher workday, at the end of the school year, it will continue following the timeline until resolved.

ARTICLE 6: HOURS

6.1 Unit members who work less than an eight (8) hour day as set by contract shall be on campus and responsible for instructional and other assigned duties for one-quarter (1/4) hour prior to the beginning of the first regular instructional period of the day and one-quarter (1/4) hour after the last instructional period of the day. The one-quarter (1/4) hour before school for preschool and elementary teachers on the preschool and elementary school sites shall be set aside for conferences and preparation with teachers reporting to the classroom in sufficient time for students to be able to enter the classroom and be ready for classroom instruction to begin at the tardy bell. In addition to the workday described above, unit members shall be responsible for other professional responsibilities which include but are not limited to attendance at staff/faculty and district meetings, parent, student and/or student-related conferences, student supervision, program development, professional growth activities, committee assignments, special help to students, and Back-to-School Night. Except in cases of emergency as determined by the Superintendent or designee, mandatory staff/faculty meetings shall be limited to one (1) hour in length exclusive of YCEA Business and shall not exceed fifteen (15) per school year. A schedule of these meetings shall be distributed within the first two (2) weeks of the school year. Exceptions to this shall be

meetings which are pursuant to state law, required by categorically funded programs; meetings which address individual student discipline, complaints, or student learning/progress such as IEP meetings; or meetings to address emergency situations such as student or civil unrest, criminal activity, or other events of a serious nature. The Association and District recognize that additional staff meetings may be necessary to complete mandated state or federal reviews at schools involved in the review process.

6.1.1 Unit members covered under this section may depart after the regular instructional day before the end of the one-quarter (1/4) hour after school with advanced approval of the site administrator so long as such departure is not for the purpose of personal convenience, extension of a holiday or vacation, recreational activities, or for matters which can be taken care of outside the on-campus prescribed workday. No early release shall be permitted to allow unit members to engage in other non-district related compensated employment. Early release shall be determined on an individual basis only.

6.1.2 The length of the instructional day and preparation time for unit members shall be as follows:

<u>Preschool</u> Ages 3 - 5	330 minutes (Monday-Thursday / 1,320 minutes per week)
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Preparation Time – Preschool

Preschool teachers shall be provided with six (6) non-student workdays for the purpose of classroom preparation, conducting and scoring state-mandated tests, and conferencing. These six (6) days shall be selected by the site administrator (with input from teachers) and shall be selected to best align with the needs of the preschool program. This is in addition to Fridays, which are always non-student, preparation days (when it is a workday for TK-12 teachers).

Elementary

TK and Kindergarten	200 minutes if half-day /290 minutes if full-day
Grades 1 - 3	290 minutes
Grades 4 - 5	315 minutes

Preparation Time TK-5

Early Childhood Special Education,

TK – Grade 3	130 minutes per week for classroom preparation and conferencing
Grades 4 – 5	180 minutes per week for classroom preparation and conferencing; Fifty percent (50%) of the time may be used for grade Level/team planning under the direction of the principal/designee

In conjunction with the principal, half-day TK and Kindergarten teachers shall arrange such minutes from the time ordinarily required under Section 6.2 of this Article.

In conjunction with the principal, all other unit members shall arrange such time by appropriate scheduling of pupil-contact hours.

During weeks incorporating either minimum days or holidays or both, schedules shall be adjusted to allow for equitable, abbreviated conference/preparation time for all included teachers, across each individual school site as well as across all elementary schools.

Secondary

Grades 6 - 8	330 minutes
Grades 9 - 12	336 minutes

Secondary level assignments shall be for five (5) periods with an additional one (1) period for preparation and conferencing during periods 1-6. No core comprehensive middle or high school teacher shall be required to teach more than three (3) different class preparations without the

consent of the teacher. If a program needs for a modified 0-5 or 2-7 teaching schedule arises, volunteers from permanent staff shall be assigned for one year to the position. If no unit member volunteers, the position shall not exist. If more than one person volunteers, the following criteria shall be used to determine which unit member is selected:

- a) Appropriate credential
- b) An overall meets or exceeds on the most recent evaluation
- c) Unit members who have not had an opportunity to previously teach a flexible schedule
- d) If a tie exists, unit members selected by a random draw conducted by the principal and YCEA site representative

6.2 During the period of time remaining in the prescribed workday, the TK and Kindergarten teachers whose students attend half-day shall be available for small group (less than or equal to 6 students/group) or individual assistance assignment in the K-5 instructional program. This provision does not exclude the possibility of other mutually agreed upon configurations by all teachers and site administrators involved in that assignment.

6.3 Counselors, psychologists, and other support services personnel are required to be on campus at least eight (8) hours a day, exclusive of lunch.

6.4 Supervision assignments will be equitably distributed among all members of the staff of a school to the extent reasonably possible as determined by the site administrator. Except in cases of emergency, the site administrator shall consult with staff members regarding such assignments and other duties and said assignments and duties shall not result in a violation of the rights of a member of the unit under this contract.

6.5 On days when unit members are scheduled to work but pupils are not scheduled to be present, the workday shall be the same for each unit member as a day when the students are present. However, on days of emergency release of pupils, the workday shall be set by the superintendent.

6.5.1 On days unit members are scheduled to attend district staff development, the day shall be six (6) hours in length.

6.6 All unit members shall be entitled to a duty-free lunch period of at least thirty (30) consecutive minutes.

6.7 Classroom teachers employed on a regular but part-time basis shall be available on the campus to which they are assigned for a length of time before and after their assignment. The amount of time shall be in direct ratio to which their part-time assignment bears to full-time employment.

6.8 The number of scheduled workdays for a unit member, exclusive of vacations and holidays, shall be as follows:

New teacher.....	186
New Elementary School Counselor.....	186
Returning teacher.....	185
Secondary Media Resource Specialist.....	195
High School Counselors.....	195
Middle School and Alternative School/Intervention Counselor....	190
Elementary/K-8 School Counselor.....	185
Teacher on Assignment and Program Specialist	195
International Baccalaureate Coordinator.....	195
Psychologists.....	205
Athletic Director	205
Behavioral Health Counselor.....	205

6.9 A minimum pupil day shall be provided to TK – 12 unit members on the last instructional day of the school year. The workday shall be the same for each unit member as a regular instructional day except at the comprehensive high schools where unit members may leave 1/4 hour after the students leave if assigned duty for graduation ceremony.

6.9.1 A minimum day shall be provided for each TK – 12 school in the district for back-to-school night each school year and unit members may leave 1/4 hour after the students leave in order to prepare for back-to-school night.

6.9.2 On minimum days at the elementary sites, afternoon kindergarten classes may, at the principal's discretion, be rescheduled to the morning session.

6.9.3 On final examination schedule days at the 9-12 schools, unit members may leave 1/4 hour after the last scheduled examination period.

6.9.4 Six (6) minimum days shall be provided for grades TK-14 in the district for end of semester/trimester assessment schedules. The purpose of the minimum days is to support teachers' use of performance-based assessment. Unit members may leave 1/4 hour after the last scheduled examination period.

6.9.5 Five (5) minimum days for elementary and five (5) minimum days for middle school shall be provided for at the end of the first trimester or quarter for the purpose of parent conferences. A committee of district and association representatives shall meet by March 1 to determine the following year's dates.

6.9.6 The equivalent of three (3) days of per diem pay shall be provided to all community day school teachers who shall not participate in any district minimum days.

6.10 Mild-Moderate and Moderate-Severe special education classroom teachers in grades 6-14 shall teach four (4) periods with an additional one (1) period set aside for a preparation and conference period, and an additional one (1) period set aside for writing IEPs and student caseload management.

6.10.1 The Association and the District agree to utilize Memorandums of Understanding when unit members and administration at the site have reached consensus regarding an alternate schedule.

6.11 A teacher shall be compensated pursuant to the established pay structure of extra-duty assignments for actual time spent on federal and state special projects which occurs outside of the normal workday and is not related to the teacher's normal teaching responsibilities.

6.12 With the exception of Article 6.4, supervision outside the instructional day shall be compensated at the co-curricular activity rate as specified in the "Co-curricular and Miscellaneous" pay schedule in the Appendix.

6.13 Elementary classroom teachers shall receive one (1) duty-free recess period of at least fifteen minutes per day and an appropriate break in the afternoon to be arranged by the principal.

6.14 Preschool teachers shall receive one (1) duty-free period of at least fifteen minutes per day on days in which students are present.

6.15 Department chairpersons and instructional coordinators may be released with prior approval of the site principal and superintendent as necessary to perform their position functions.

6.16 In grades Preschool-5, when a substitute is not available for classroom, volunteers will be solicited first to cover the class. If there are no volunteers, the site administration shall disseminate students to other Preschool-5 teachers. The following compensation formula shall be used for those teachers receiving the additional students:

1. Instructional hourly rate X 5 divided by # of students being split divided by 6 hours = rate per student.

2. Rate per student (in step 1) X # of students X number of hours = rate paid to covering teacher.

When a substitute is not available in grades 6-12 and the class is covered by a period sub, the rate of pay shall be the instructional hourly rate. If no period sub is available and the class is disseminated among other teachers, the Preschool-5 formula shall be used to determine the compensation.

ARTICLE 7: SAFETY CONDITIONS

7.1 Any abuse, assault or battery upon a unit member or any threat of force or violence directed toward unit members that is related to school activity or school attendance shall be reported by the unit member to his/her immediate supervisor and the appropriate law enforcement agency. Unit members shall complete reports concerning safety conditions which might be required by the District.

7.1.1 A teacher may suspend a student from his/her class for the day of the suspension and the day following, for good cause, and shall immediately report the suspension to the principal and send the student to the principal for appropriate action. The teacher shall notify the parent of the suspension and request they attend a subsequent parent/guardian conference regarding the suspension. A student suspended from a class shall not be placed in another regular class during the period of suspension. However, if the student is assigned to more than one class per day, the suspension shall only apply to other regular classes scheduled at the same time as the class the student was suspended.

7.1.2 Unless legally impermissible, District personnel shall notify all staff when law enforcement or emergency services personnel are called to campus. A teacher may utilize the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

7.1.3 Unit members shall be advised of any students assigned to them who have caused or attempted, or threatened to cause serious bodily injury or injury to another person insofar as that information is available to the district. The language contained in 7.1.3 does not create any fewer or greater association rights than exists in Education Code 49079. When feasible, administration shall advise unit members of a student's documented history of caused, attempted to cause, or

threatened injury prior to student placement in cases of classroom transfer or site transfer within the district.

7.1.4 The District shall maintain an operational two-way communication system between classrooms and the office. A secondary two-way communication system shall be agreed upon by the site Safety Committee and made operational at each site.

7.1.5 Each school site will maintain safety procedures and protocols per the site's official Safety Plan, which shall be updated annually. This plan shall include procedures and protocols regarding the safe ingress of non-District employees to the school site and its offices, as well as provide a plan to monitor all areas of the campus.

7.1.6 At their discretion, District administration or designee will input into Aeries or an equivalent program assertive discipline infractions or member recommendations about student discipline records to ensure communication and safety among all members.

7.2 Unit members shall make every effort to maintain a safe and healthy classroom environment within their control, responsibility, and expertise. This includes, but is not limited to, classroom pets and upholstered furniture, which may result in an unhealthy classroom environment. Specific guidelines shall be developed jointly by the Association and the District and included in faculty handbooks.

7.2.1 Unit members shall inform their immediate supervisor in writing of any suspected unsafe conditions. The immediate supervisor shall have the unsafe condition inspected by appropriate District personnel. If the District determines that an unsafe condition exists, the District shall take appropriate remedial action as it deems necessary to address the unsafe condition.

7.3 Examinations for Tuberculosis shall be required of all unit members every four years. The District will reimburse the employee for the examination.

7.4 The Association may appoint a representative to the District Safety Committee.

7.5 District policies concerning expected student behavior and student due process will be made available to each certificated employee at the beginning of the school year.

7.6 At work stations where the temperature exceeds 85° F, or falls below 60°F in the classroom and/or air conditioning heating units or systems have become inoperable for a period of more than two hours, site administrators shall give the unit member the option to relocate the class into an air conditioned/heated facility, where possible. The superintendent/designee will consider ordering minimum days for students and unit members for the next school day if the temperature is forecasted to remain the same or exceed the condition of the previous day and the air conditioning/heating systems are inoperable. This language does not preclude the parties from agreeing to maintaining the status quo and does not preclude the superintendent/designee from determining minimum days for other reasons that affect health and/or safety of students and staff. This decision will not be precedent setting. Should the implementation of minimum days authorized under this section result in the District failing to meet the State funding requirement for minimal instructional times, such minimum days shall not be instituted.

7.7 The noise level at extra-curricular dances and assemblies, in which amplified electronic equipment is used, shall not be continuously in excess of the "safe" range established by the California Occupational Safety and Health Agency, as marked on the district decibel meter based on the number of hours of activity. Measurement shall be taken in the middle of the crowd. Should an excess occur, the school administrator shall take the necessary steps to reduce the decibels to the "safe" range. "Continuously" shall be defined as noise in excess of safe levels for a period of 15 seconds or more. Unit members may request alternative rally duty assignments in cases of health concerns, as well as request protective auditory equipment from site administrators.

7.8 Pursuant to the Board of Education policy, Yucaipa-Calimesa School District provides its employees a tobacco-free workplace. Use of tobacco is prohibited in buildings, on grounds, and in district vehicles.

7.9 The Association and District shall meet and consult on the topic of job-related stress, causes, and possible strategies for reduction.

ARTICLE 8: CLASS SIZE

8.1 General

8.1.1 The Board of Education desires to reduce class sizes where appropriate and will explore ways to accomplish this goal in view of financial and class facility availability.

8.1.2 In view of these constraints, class size shall be determined by the district superintendent and in accordance with provisions of the Education Code and Title 5 of the California Administrative Code.

8.1.2.1 The following classroom student-teacher maximums are agreed to as guidelines for establishing reasonable class sizes:

Class size maximums	Preschool	20 students: 3 adults*
	TK	24 students: 2 adults*
	K-3	25 students: 1 teacher
	4-5	35 students: 1 teacher
	6-12	36 students: 1 teacher

Secondary classrooms with peninsular science, laboratory workstations or computer workstations: the student capacity for which the workstations were designed to accommodate.

*Subject to change based on California Education Code, state guidelines, pending current funding levels and availability of facilities.

8.1.2.2 The following are exceptions to the class size maximums in Article 8.1.2.1:

TK-3 PE – maximum of 25 students per 1 adult;
a maximum of 60 students per certificated
physical education teacher

- 4-5 PE – maximum of 35 students per 1 adult; a maximum of 80 students per certificated physical education teacher
- 4-5 Enrichment Specialist – maximum of 35 students per specialist
- 6-12 PE – maximum of 55 students per teacher, no individual teacher student contact number shall exceed 260 students
- 6-12 Technology, leadership, journalism, performing arts (music, band, drama, etc.), yearbook, singleton elective classes and athletic PE. Honors and AP singleton classes shall NOT be considered exceptions.

8.1.2.3 The District and the Association shall jointly establish a standing committee to review class size at individual schools. The standing committee shall consist of up to three (3) Association representatives, the Assistant Superintendent, Human Resources and the Assistant Superintendent Educational Services/designee. The committee shall review class size and when there are areas of concern, make suggestions for action.

8.2 Elementary

8.2.1 Classes shall be balanced with three (3) students between the smallest and largest class at each grade level at each school site. The exceptions to this are combination classrooms. These classrooms may have lower class sizes when compared to the single grade classes of the same grades as are in the combination classroom.

8.2.2 There shall not be combination classes in the TK grade level.

8.3 Secondary

8.3.1 With the exception of Article 8.1.2.2, secondary teachers at the middle school and comprehensive high school shall have a daily student contact with a minimum of 140 students and a maximum of 175 students, except where efforts are made to lower class size for teachers who have been assigned students for any special program. In classes with limited student capacity (i.e. science labs, computer stations), student contact numbers will be based on a minimum of 78% of capacity. No individual class shall exceed 36.

8.4 Special Students

8.4.1 Elementary

In assigning students certified for special needs to teachers, principals and the District shall give consideration to lower class sizes and additional supports (such as additional staff, staff training, teacher assistance, needs assessments, and other applicable supports) for teachers who have been assigned students certified for special needs programs and other mutually agreed upon students in any special needs program. The District shall equalize where possible the distribution on an intra-school basis within the same grade level or where more than one section of a class exists of students who are certified as special needs students.

8.4.2 Secondary

In assigning students certified for special needs programs to teachers, principals and the District shall give consideration to lower class sizes and additional supports (such as additional staff, staff training, teacher assistance, needs assessments, and other applicable supports) for those sections containing students certified for the special needs program and other mutually agreed upon students any special needs program.

8.5 Specialists

8.5.1 Speech Language Pathologist shall not exceed the limits established by Education Code 56363.3 and its successors.

ARTICLE 9: LEAVE PROVISIONS

9.1 The benefits which are expressly provided by this section, Article 9, are the sole benefits which are part of this collective agreement, and it is agreed that permissive statutory or regulatory leave benefits are not incorporated either directly or impliedly in this Agreement. Normal verification of proper use of leave shall be the indication of the type of leave used and the signing of a District-provided form. In the event there exists sufficient reason, as determined by management, to suspect abuse of leave provisions, the District may require further verification of the legitimate use of such leave.

9.2 Personal Illness and Injury Leave

9.2.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

9.2.2 After all earned leave as set forth in 9.2.1 above is exhausted, additional leave benefits shall be available for a period, not to exceed five (5) school months, provided that the provisions of 9.2.4 below are met. The amount deducted for leave purposes from the unit member's salary shall be the day-to-day district substitute rate, but not to exceed forty (40) percent of the member's per diem rate of pay, if less than 21 days or the long-term substitute rate if 21 days or more, but not to exceed forty (40) percent of the member's per diem rate of pay. If no substitute is employed, the amount deducted shall be the amount which would have been paid to substitute, but not to exceed forty (40) percent of the member's per diem rate of pay. The five (5) month period shall begin immediately after exhaustion of the unit member's entitlement to current and accumulated sick leave. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

9.2.3 If a unit member does not utilize the full amount of leave as authorized in 9.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.2.4 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying absences for personal illness or injury. However, the District shall not require such medical verification unless there exists sufficient reason, as determined by management, to suspect an abuse of sick leave.

9.2.4.1 If the illness or injury exceeds ten (10) consecutive days the District may require, at District expense, a unit member to visit a certified medical specialist who shall make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. The medical examination to return to work shall be at District expense when the District management selects the medical doctor.

9.2.4.2 If requested by the District management, a unit member shall not return to work until he/she submits a medical doctor's authorization to return to work. When the District selects the medical doctor for examination to determine the unit member's fitness to return to work, the unit member to be examined shall be offered a choice of one of three medical doctors.

9.2.5 A unit member shall report his/her absence to the district substitute system as soon as the need to be absent is known, no later than one and one-half hour prior to the workday, unless there is an emergency situation. Failure to provide adequate notice may be grounds for disciplinary action.

9.2.6 A unit member who is absent for less than a full day shall be charged for no less than one (1) hour of sick leave. For purposes of sick leave records, a unit member who is absent any portion of an hour will be charged 1/6 of a day's sick leave; between one (1) and two (2) hours,

2/6; between two (2) and three (3) hours, 3/6; between three (3) and four (4) hours, 4/6; between four (4) and five (5) hours, 5/6; between five (5) and six (6) hours, a full day.

9.2.7 When a unit member has requested and been assigned a substitute, he/she shall notify the District of his/her intent to return to work at least one (1) hour prior to the start of the workday if he/she no longer needs to be off work. In the event a unit member, without good reason as determined by management, fails to give such notice, he/she may be liable for the cost of a one-half day substitute unless the substitute can otherwise be utilized in a classroom situation which requires the services of a substitute teacher.

9.2.8 Three (3) days of accumulated sick leave may be utilized by a unit member in addition to that allowed under Article 9.3.2 in the event that the unit member's presence is required for the care of the unit member's dependent(s) necessitated by serious illness or injury.

9.3 Personal Necessity Leave

9.3.1 Unit members shall be entitled to use up to eight (8) days per year of paid sick leave for reasons of personal necessity.

9.3.2 For purposes of this provision, personal necessity shall be limited to: (a) Death or illness of a member of the unit member's immediate family as defined in Article 9.4.2; (b) an accident which is unforeseen or an impending disaster involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) a child or step-child's awards/promotions/graduation ceremony; or (d) other compelling reasons of the unit member.

9.3.3 Personal Necessity shall not be utilized for the following reasons: (a) directly or indirectly related to considering, planning or engaging in illegal work stoppages or slowdowns.

9.3.3.1 Unit members who desire to use personal necessity under this section must submit his/her notice, in writing, with no less than three (3) days advance to the unit member's direct supervisor. The notification shall not indicate the specific reason for personal necessity leave unless less than three (3) days of advance notice is given by the unit member.

9.3.3.2 If a notice is submitted for days related to 9.3.3(b) or in excess of three (3) consecutive days, the notice must include the reason(s), which meet the criteria of 9.3.2, and shall be approved by the Assistant Superintendent, Human Resources.

9.3.4 A unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 9.3.2 and 9.3.3 above.

9.4 Bereavement Leave

9.4.1 A unit member shall be entitled to a maximum of five (5) days of leave of absence without loss of salary on account of the death of any member of his/her immediate family.

9.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, foster mother, foster father, grandmother, grandfather, or a grandchild, parent of member's child/children (so long as the child is under the age of 19 [nineteen] years old on the date of the loss), domestic partner or the spouse of the employee; and the child, foster-child, step parent and step child, son-in-law, daughter-in-law, siblings, aunt or uncle, mother-in-law, father-in-law, sister-in-law, brother-in law, and miscarriage of the employee or any person living in the immediate household of the employee.

9.5 Leave for Pregnancy Disability

9.5.1 Unit members are entitled to use sick leave as set forth in 9.2.1 and 9.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

9.5.2 Unit members are entitled to leave without pay and without any other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from, when sick leave

as set forth in 9.2.1, 9.2.2 and 9.6 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

9.5.3 The unit member on leave for pregnancy disability shall be entitled to return to the same position, if vacant, or otherwise to a similar vacant position for which the employee is legally qualified.

9.6 Maternity and Paternity Leave for Child Bonding/Child Care

9.6.1 Pursuant to Education Code section 44977.5, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), she or he may use up to twelve (12) workweeks of substitute differential pay leave earned and available under Article 9.2.1 and 9.2.2 concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2).

9.6.2 A unit member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.

9.6.3 For purposes of this section, “maternity or paternity leave” shall mean child bonding or child care leave taken within the twelve (12) months following the birth or placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, as provided in the CFRA.

9.6.4 Leave taken under this section shall be in addition to leave taken by a unit member due to her disability caused by pregnancy, childbirth or related medical conditions.

9.6.5 Paid leave taken under this section shall be used concurrently with unpaid child bonding leave under FMLA and/or CFRA.

9.7 Leave Without Pay for Childbearing Preparation and Child Rearing

9.7.1 Leave without pay and without any other benefits may be granted to a unit member for preparation for childbearing and child rearing for both a parent and an adopting parent for the purpose of rearing their infant.

9.7.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than forty (40) workdays prior to the date on which the leave is to begin. Exceptions to this requirement may be granted at the discretion of the superintendent. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

9.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the superintendent when considering the scheduling and replacement problems of the District.

9.7.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

9.7.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.

9.7.6 There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, nor shall the time taken for such purposes count toward credit for probationary teachers in earning permanent status.

9.7.7 If an employee is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the employee to a position as soon as practicable.

9.7.8 The unit member on leave, pursuant to Section 9.6, shall be entitled to return to the same position, if vacant, or otherwise to a similar vacant position for which the employee is legally qualified.

9.8 Industrial Accident Leaves

9.8.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of the Self Insurance Program for Employees.

9.8.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

9.8.3 At District expense, the District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

9.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall receive wage loss benefit check from the Self Insurance Program for Employees which would result in a total compensation from both sources not to exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

9.8.5 The workers' compensation check(s) shall be sent directly to the district, payable to the district, and the amount of the check will be deducted from the employee's gross salary on the next payroll check.

9.9 Judicial Leave

9.9.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a witness to any judicial action against the Yucaipa-Calimesa Joint Unified School District, or other than as a litigant, for reasons not brought about for the

convenience or through the misconduct of the unit member. The unit member shall submit a written request to the assistant superintendent, human resources for an approved absence no later than ten (10) days prior to the beginning of the leave or when called to jury duty.

9.9.1.1 Unit members shall be provided release time when called to appear as a witness in litigation resulting from his/her performance of duties as a regular employee of the District.

9.9.2 Unit members will be released from assignments in sufficient time to travel to jury duty. Unit members shall return to their work assignments when released from jury duty in the event the time of such release is before 12:00 noon.

9.9.3 Unit members will provide the District with verification of the dates and times of jury duty by submitting a report of actual service signed by the clerk of the court. This verification shall be attached to the "District Report of Absence."

9.9.4 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding mileage payments.

9.10 Sabbatical Leaves

Upon recommendation by the superintendent, sabbatical leaves may be granted by the Board of Education to members of the unit for academic study in the member's major or minor teaching field or for course work which will result in an additional credentialed teaching area or for fellowships, National Institute or equivalent activities which are directly related to the educational field in which the applicant is involved. The Board of Education shall have complete discretion on the final decision regarding who and how many applicants shall receive a sabbatical leave. Each year at least one (1) sabbatical leave shall be granted up to a maximum of one percent (1%) of the certificated personnel of the district, provided qualified applicants are available.

9.10.1 Time Granted

Such leave shall not be granted for less than or more than one (1) school year.

9.10.2 Performance of Services

9.10.2.1 The employee is only required to perform academic study or activities required within the fellowship, National Institute or project agreed to in his/her approved application.

9.10.2.2 Certificated employees brought in for special employment by the district while on sabbatical leave must have prior approval of the assignment by the superintendent/designee.

9.10.3 Application Procedures

9.10.3.1 An employee who has completed seven (7) consecutive, full school years of service within the Yucaipa-Calimesa Joint Unified School District is eligible to apply for sabbatical leave. Teachers eligible for the sabbatical leave must meet or exceed expected level of performance overall on his/her most recent evaluation.

9.10.3.2 A member of the unit applying for a sabbatical leave shall complete the proper application form and submit it to the Human Resources Office on or before the first duty day in January of the school year prior to the school year for which the proposed leave is being requested. Exceptions to this deadline date requirement may be made at the discretion of the superintendent/designee for extenuating circumstances as determined by the superintendent/designee.

9.10.3.3 A request for sabbatical leave for study shall include the name of the fully accredited institution which will be attended, the number of units which will be carried, the type of courses which will be taken, and the additional teaching competency which will be attained, if applicable. (Additional information may be requested by the district.) The planned program shall consist of not less than twenty-four (24) semester units or equivalent quarter units of upper division or graduate level work in the unit member's credentialed teaching field(s) or in the additional field of teaching competency being sought. The planned program will specifically include the application of the teaching strategies that will enhance student learning required in each of the California Standards for the Teaching Profession:

A. Engaging & Supporting All Students in Learning

B. Creating/Maintaining Effective Environments for Student Learning

C. Understanding & Organizing Subject Matter for Learning

D. Planning Instruction/Designing Learning Experiences for Students

E. Assessing Students' Learning

F. Developing as a Professional Educator

In the case of a fellowship, National Institute or project, full details will be given regarding sponsor, activities/coursework to be accomplished, and relationship to the applicant's professional field.

9.10.3.4 The superintendent shall review the applications and forward a recommendation to the Board of Education. The Board of Education shall have sole discretion to grant or deny such leave requests.

9.10.3.5 The superintendent or her designee shall notify the applicant of the Board of Education's action no later than the end of March.

9.10.4 Conditions for Sabbatical

9.10.4.1 A member on sabbatical leave shall be paid by the employer at 50% of the rate of salary he/she would have received during the year of the individual's sabbatical leave.

9.10.4.2 A member on sabbatical leave shall be entitled to all the health and welfare benefits contained in this Agreement.

9.10.4.3 Upon application for sabbatical leave, the employee agrees to return to service in the district for not less than a term of twice the period of time of the leave. At the end of the sabbatical leave period, with prior Board approval, the employee may delay his/her return by applying for another type of leave as provided by this Agreement.

9.10.4.4 The employee shall be required to furnish a suitable bond indemnifying the governing board against loss in the event that the employee fails to return to service in the district or that he/she fails to complete the required service obligation.

9.10.4.5 In the event the employee cannot meet the requirements stated on the sabbatical leave application approved by the Board because of illness or injury, the leave shall be terminated

and the employee placed on sick leave. All provisions of the sick leave policy shall apply to the employee. The employee shall verify inability to continue the sabbatical. In the event of the employee's death, no repayment of salary shall be required of his/her estate unless provided for in the bonding agreement.

9.10.5 Return from Sabbatical

9.10.5.1 Within forty-five (45) days after returning from sabbatical leave, the employee shall be required to furnish the Human Resources Office with university/college transcripts verifying academic work taken and/or documents indicating additional teaching competency(ies), or a complete report of activities accomplished in conformance with the approved sabbatical proposal.

9.10.5.2 Years of experience on salary schedule for the purpose of advancement shall be granted according to the length of the sabbatical leave and shall apply in a prorated manner toward retirement.

9.10.5.3 All approved academic credits earned by an employee on leave are applied, upon his/her return to teaching, to his/her group classification on the salary schedule.

9.10.5.4 Upon return from sabbatical leave, the employee shall, unless he/she agrees otherwise, be reinstated in the same position he/she left if that position still exists. If the same position does not still exist, the employee shall be placed in a similar vacant position for which the employee is legally qualified.

9.11 Other Leaves Without Pay

9.11.1 Upon recommendation of the superintendent and approval by the Board of Education, leave without compensation, without increment, or tenure credit may be granted for a period of up to 12 months. Up to an additional 12 months may be requested. Requests must be submitted by February 15. This deadline may be waived at the discretion of the Superintendent or designee.

9.11.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District personnel office by February 15 of

the school year during the last year of the leave as to an intent to return to employment in the District.

9.11.3 A personal leave of absence without remuneration for not more than five (5) days may be awarded administratively and at the discretion of the superintendent/designee. The purpose may be to transact urgent personal business which could not otherwise be performed during the normal workday.

9.11.4 Employees receiving a disability allowance from the State Teachers' Retirement System may be placed on an unpaid leave status for the duration of the receipt of such allowance or to age 60. They may be reinstated based upon certification of ability to return to work.

9.12 Catastrophic Sick Leave Bank

The District and the Association shall maintain a Catastrophic Leave Bank which will be in compliance with Education Code Section 44043.5.

9.12.1 Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Bargaining unit members or immediate family members as defined in Article 9.12.1.4 who suffer a catastrophic injury/illness that is expected to incapacitate the unit member or immediate family member as defined in Article 9.12.1.4 for an extended period of time (in excess of ten (10) days), shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined below:

9.12.1.1 The unit member to receive donated sick leave must have exhausted all fully paid leave and must be in a true catastrophic condition.

9.12.1.2 In the event of a catastrophic illness as defined in 9.12.1 above, the following options shall be utilized in the following order: (1) unit member's accumulated sick leave; (2) authorized catastrophic leave; (3) five (5) months differential leave; and (4) thirty-nine (39) months reemployment list.

9.12.1.3 The unit member must be a permanent, not probationary, employee.

9.12.1.4 For the purposes of this provision, immediate family shall be defined as the unit member's spouse or domestic partner, child or parent or any individual under legal/custodial guardianship or living at the unit member's residence.

9.12.2 The use of this Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of at least three (3) days to the Bank prior to their request, and have continued participation under Section 9.12.5.

9.12.3 This donation shall be irrevocable. The unit member shall file an irrevocable "Certificated Sick Leave Bank Deposit Form" with the Payroll Office. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulations, and shall not be donated to a specific unit member for his/her exclusive use.

9.12.4 There is no limit to the number of sick leave days a unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available in the unit member's account does not fall below ten (10) days.

9.12.5 An additional day of contribution will be required of participants if the number of days in the Bank falls below 100. Unit members who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Sick Leave Bank.

9.12.6 Leave from the Bank may not be used for illness or disability which qualified the unit member for Worker's Compensation benefits unless he/she has exhausted all Worker's Compensation leave, and his/her own sick leave.

9.12.7 When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the unit member from further Sick Leave Bank payments.

9.12.8 Eligible bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (July 1 – October 1) only.

9.12.9 Cancellation of membership in the Bank occurs automatically whenever a unit member fails to make his/her assessment contribution under Section 9.13.5. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

9.12.10 A unit member wishing to use this Sick Leave Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the unit member. The committee shall consist of one (1) person selected by the Employer as a record keeper and three (3) other members selected by the Association. The committee may grant, reject or partially grant a request. Approval shall require a majority vote of the Association members. Any rejection of a request may be appealed to the Y-CEA Executive Board for final action and decision. The timelines for filing an appeal shall be twenty (20) working days following the receipt of the decision of the committee.

9.12.11 The maximum number of duty days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed thirty (30) duty days. A unit member may request a specific number of days on one "Certificated Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to the thirty (30) days by filing an additional request for consideration by the Committee.

9.12.12 Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.

9.12.13 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

9.12.14 During September of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.

9.12.15 Hold Harmless

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to defend, indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon discussion and written notice to the Association.

9.12.16 If the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

ARTICLE 10: TRANSFER, ASSIGNMENT, AND REASSIGNMENT

10.1 Definitions

10.1.1 Transfer, as used in this Article, is defined as movement in assignment from one school location to another school location.

10.1.2 Assignment means initial placement in the subject, grade level, classes and/or duties an employee is designated to perform by his/her immediate supervisor.

10.1.3 Reassignment means a change of assignment within a school (work location for specialists). Reasons for an involuntary reassignment or denial of a voluntary reassignment application shall be provided if requested.

10.1.4 A request from an adult education teacher for a change in assignment from adult education to a TK-12 regular or support personnel assignment shall be considered an application of employment, not a transfer.

10.1.5 Full-day Kindergarten assignments shall be voluntary. Full-day Kindergarten teachers shall be provided with eighteen (18) hours of release time for the purpose of teacher collaboration and planning. For the first trimester, additional support will be provided to the full-day program. This support shall be determined by agreement between the Kindergarten teachers, site administration and the District.

10.2 Employee Initiated Transfers (Voluntary)

Employees who desire to transfer to another work site shall so indicate in writing to the Assistant Superintendent, Human Resources. The request will include the work site(s), in order of preference, to which the employee desires transfer as well as the subjects/grade levels within credential authorization which he/she is willing to teach.

10.2.1 An employee may make a request for a transfer at any time for specific certificated positions.

10.2.2 All qualified district applicants will be interviewed in accordance with past practice.

10.2.3 The filing of a voluntary transfer application is without prejudice to the employee and shall not jeopardize the present assignment. A voluntary transfer application may be withdrawn in writing by the employee at any time prior to the notification that the transfer has been approved.

10.2.4 If a voluntary transfer request is denied, the employee, upon request, shall be provided with the specific reasons in writing for the denial.

10.2.5 Upon request, any employee who has previously been transferred involuntarily shall receive every consideration in a request for a voluntary transfer.

10.3 Employer Initiated Transfers (Involuntary)

Involuntary transfers shall be based on the legitimate, education-related needs of the District. Such needs shall include but not be limited to: (1) balancing the staff of school or department; (2) changes in enrollment; (3) remediation of substantial inadequacies in employee performance; (4) to provide a unit member the opportunity to improve his/her performance in a different school location; (5) to provide better staff relationships within the school or department, where serious demonstrated problems exist; (6) placement of personnel returning from leaves; and (7) opening and closing of schools. The following criteria will be applied in determining which employee will be transferred:

- (a) teacher's area of competency;
- (b) requirements of the position and the best interests of the District;
- (c) teacher preference;
- (d) the greatest length of District service will be given preference if there is no significant difference in criteria (a-c) above, as determined by the principal.

10.3.1 Employees to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies for which they are qualified. Such employees for the first year after their involuntary transfer shall be mailed a vacancy announcement through the U.S. Mail including a notice that future vacancies are posted on the District website. The District will be held harmless for any failure in delivery of such mail.

10.3.2 An employee who is to be involuntarily transferred shall be given the reasons in writing for the impending transfer, if he/she so requests.

10.3.3 Notice of an involuntary transfer or reassignment shall be given to the bargaining unit member as soon as practicable and, except in cases of emergency, not later than four (4) weeks prior to the end of their current school year, realizing however, that circumstances as outlined in Article 10.3, may necessitate a change after this date.

10.3.3.1 The reasons for an involuntary transfer shall not be arbitrary, discriminatory, capricious, or punitive.

10.3.4 Permanent TK- 5th grade teachers shall not be involuntarily transferred to a 6th-12th grade school if there is a qualified teacher with a later employment date available for the vacant position. Permanent 6th-8th grade teachers shall not be involuntarily transferred to a TK-5th grade school if there is a qualified teacher with a later employment date available for the vacant position

10.4 All vacant certificated positions within the district both during the school year and during vacation periods shall be posted on the district website. When new vacancies are posted, all certificated unit members shall be contacted via email of the vacancy.

10.5 Upon request, a conference between the appropriate management person and the unit member initiating a transfer shall be held. A conference between the unit member and the management person initiating a transfer shall be held, whenever possible, prior to the implementation of the transfer except in cases where time constraints or unavailability of the unit member preclude such conference.

10.6 Voluntary Reassignment

Any employee may request in writing the voluntary reassignment within a school site using the following criteria, and upon request shall be given the reasons for denial in writing.

- (a) teacher's area of competency;
- (b) requirements of the position and the best interests of the District;
- (c) teacher preference;
- (d) the greatest length of District service will be given preference if there is no significant difference in criteria (a-c) above, as determined by the principal.

10.7 Reassignment Within a School Site

The following factors will be considered in the administrative reassignment of personnel within a school:

- (a) teacher's area of competency;

- (b) requirements of the position and the best interests of the District;
- (c) teacher preference; and
- (d) the greatest length of District service will be given preference if there is no significant difference in criteria (a-c) above, as determined by the principal.

10.8 It is not the intention of the Association to bargain the impact of any unfilled chairperson positions of department with less than six teaching sections.

ARTICLE 11: EVALUATION PROCEDURES

11.1 Every probationary certificated employee shall be evaluated by the administrator, in writing, at least once each school year, no later than thirty (30) calendar days prior to the last school day scheduled on the school calendar for the school year in which the evaluation takes place. Every permanent employee shall be evaluated by the administrator, in writing, no less than every other year, no later than thirty (30) calendar days prior to the last school day scheduled on the school calendar for the school year in which the evaluation takes place. Furthermore, the employee evaluated shall receive a written copy of the evaluation no later than thirty (30) days prior to the last school day scheduled on the school calendar for the school year in which the evaluation takes place.

11.1.1 Permanent unit members transferring from one school location to another school location for assignment to a position requiring a different credential that has not been utilized within the previous two years, will be formally evaluated that school year.

11.1.2 Permanent unit members receiving an overall evaluation that "meets or exceeds level of performance" or "generally meets expected level of performance" will not be formally evaluated the following year unless there exists two or more disciplinary letters in their personnel file within the last three (3) years. Those unit members receiving an overall "needs improvement" or "unsatisfactory" will be evaluated the following year.

11.1.3 Permanent unit members, who have been employed by the District at least ten (10) years, are Highly Qualified as defined in the 20 U.S.C Section 7801 and whose last overall evaluation was meets or exceeds expected levels of performance with no areas marked as “needs improvement” or “unsatisfactory,” are eligible for a five year evaluation cycle if the unit member and the evaluator consent to this schedule. The unit member or evaluator may withdraw consent for the evaluation cycle at any time. If the evaluator withdraws consent, the unit member shall be notified in writing as to the specific reason for the withdrawal at the time of notification. The determination to extend or withdraw consent by a unit member or the District shall be final and not subject to challenge.

11.2 No later than the end of October of each school year, unit members will submit a performance objective contract or a District acceptable substitute to their immediate supervisor for approval.

11.3 In addition to those areas mandated by law, teachers shall be evaluated on compliance with the employer/employee contract.

11.4 Each unit member who is to be evaluated for a specific school year shall be observed at least once during that school year. The minimum period of observation shall not be less than thirty (30) minutes at the elementary level or one (1) class period at the secondary level for each observation. No later than five (5) scheduled workdays after a formal observation used in the evaluation process, the evaluator shall report, in writing, to the unit member the results of the observation.

11.4.1 A conference between the evaluator/observer and the unit member observed shall be granted for a formal observation at the request of either party to discuss the results of the formal observation used in the evaluation process.

11.4.2 The immediate supervisor shall meet with the first-year probationary members within the thirty (30) calendar days before the close of the first semester. At this meeting the immediate

supervisor shall review the unit member's performance in the first semester/trimester and address areas of concern.

11.5 The immediate supervisor shall be primarily designated as the official evaluator. However, nothing in this Article precludes evaluations by non-management department chairmen, instructional coordinators, or any management personnel from becoming part of the basis for the official evaluation of the unit member.

11.6 An evaluation shall be final and not subject to the grievance procedure unless it can be shown that mistake, fraud, bad faith, incompetency, or failure to follow the evaluation procedure has occurred on the part of the evaluator.

11.7 An assistance plan may be used to address concerns relating to the standards for the teaching profession set forth in the Certificated Evaluation Summary and Addendum. The purpose of the assistance plan is to clarify areas of concern and to provide expectations for improvement, suggestions and directions.

11.8 Unit members who receive an overall unsatisfactory evaluation shall be evaluated the succeeding year. Ongoing assistance with feedback will be provided as outlined in Article 11.7. Unit members who receive an overall unsatisfactory evaluation at the conclusion of that succeeding year shall be retained at their then existing step on the certificated salary schedule and continue receiving assistance until such time as they obtain an overall satisfactory evaluation. Unit members who subsequently obtain an overall satisfactory evaluation shall be restored to their appropriate step and reimbursed salary that they would have received if not retained at a lower step. Nothing in this section limits the right of the district to discipline unit members under the law or this agreement, or the right of a unit member to grieve an evaluation under Article 11.6. For the purposes of this section, an overall "satisfactory" evaluation shall be defined as generally meets or exceeds expected level of performance.

11.9 Personnel Files

11.9.1 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.

11.9.2 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.

11.9.3 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 District.

11.9.4 Information of a derogatory nature, except material mentioned in 11.8.1 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 within ten (10) days. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during the normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. An appointment must be made in advance.

11.9.5 Upon written authorization by the unit member, a designated individual shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

11.9.6 The District shall maintain the unit member's personnel files at the District's central office. Any files kept by the unit member's supervisor(s) shall not contain any permanent material.

11.10 Any complaint which may adversely affect an employee's evaluation shall be reported as soon as possible to the employee by the immediate supervisor. Please refer to Board Policy 1312.1 regarding complaints relating to school personnel. No action adversely affecting a unit member's evaluation shall be taken based upon complaints until such are corroborated by a complete investigation. Information derived from complaints undisclosed to the unit member shall not adversely affect said unit member.

11.11 Classroom presentations shall be given in a fair and representative manner and shall be relevant to the curriculum involved.

ARTICLE 12: COMPENSATION AND BENEFITS

12.1 Unit members will be paid according to the attached Appendix A - 1: Certificated Employee Salary Schedule. Unit members on a part-time teaching assignment shall be paid a proration of their placement on the regular salary schedule on the basis of the number of periods taught or hours taught at the elementary level.

12.2 In addition, the District will provide for the employee and family major medical insurance, health and prescription insurance, vision insurance, and dental insurance. The District shall provide a \$100,000 term-life insurance policy for each full-time employee. See Appendix A-6 for other available coverage.

12.2.1 Health Benefits

The District shall 1. provide health benefits including medical, dental, vision and life insurance for full-time eligible unit members; 2. contribute up to an annual maximum of \$14,513.01 per full time eligible unit member to the health and welfare pool. Costs in excess of this District maximum annual contribution shall be paid by unit members through payroll deduction pending any change agreed to between YCEA and the District in negotiations in accordance with Article 12 of the collective bargaining agreement (See Appendix A-6).

12.2.2 The bargaining unit and the District agree that the salaries and benefits of employees of the Yucaipa-Calimesa Joint Unified School District are paid on a total compensation concept. Under the total compensation concept, total compensation is figured as follows: Salaries plus the cost of health and welfare benefits as outlined in Section 12.2 above is equal to total compensation for employees. The cost of health and welfare benefits is that contribution amount which is the annual maximum district contribution for any plan year per eligible employee

for district approved health benefits. In cases where the cost of the maximum district contribution for health and welfare benefits costs increases, the bargaining unit and the District shall meet and negotiate those health and welfare cost increases. These increased costs shall be addressed through one or/any combination of the following:

- a. A reduction in monies available for a salary schedule increase.
- b. A plan design change that would maintain the current cost of health and welfare benefits.
- c. An employee contribution for health and welfare benefits in order to maintain current health and welfare benefits.
- d. An increase in District contribution rate to health and welfare benefits; or
- e. Any other mutually agreed upon solution.

12.2.3 Committee recommendations for rates and plan designs for the following year will be presented to the Board of Education and Association no later than May 1 of each year. Upon receipt of information which indicates that a change in health benefits cost is necessary, the Association will notify the District and negotiations shall immediately commence related to approaches which shall be followed as outlined above.

12.2.4 The Health Benefits Committee shall make meetings for the purpose of making recommendations on health benefits to the District and the Association. All decisions affecting health benefits shall be subject to negotiations between the District and the Association with final approval by the Board of Education.

12.2.5 In the event the District contribution does not cover the cost of health benefits, the Association and District cannot reach agreement on options a - e in Article 12.2.2, and the health benefits reserve has been depleted, then "COLA" monies will be used to address funding prior to any other use.

12.2.6 Recommendations made by the health benefit committee related to plan design and funding are advisory to the Board of Education and the Association's board of directors.

Recommendations will be referred to the Board of Education and respective bargaining units' negotiating committees.

12.2.7 The District and the Association may mutually agree to a change in carrier for District-sponsored health and welfare coverage.

12.2.8 Part-time employees employed fifty percent (50%) or more of full time shall receive the same health and welfare benefits as a full-time employee only if the part-time employee reimburses the District the difference between the employee's prorata share and the District's contribution of the health and welfare benefits. Part-time unit members who do not reimburse the District as described above shall receive neither the benefits nor compensation in lieu of the benefits. The employee's prorata share shall be based upon the number of periods taught per day or hours taught at the elementary level. Part-time employees employed less than fifty percent (50%) of full time shall not be eligible to participate in this program.

12.2.9 All recommendations of the Health Benefits Committee require the approval of the Board of Education.

12.3 Replacing or Repairing Employee Property

The District will provide for the payment of the cost of replacing or repairing specifically defined personal property of the employee under specifically defined circumstances. Such payment will be confined to an amount in excess of any amount for which the employee may be insured, and will be paid only after the employee has sought payment from any carrier with which he/she may be insured. The specific personal property eligible for the cost of replacement or repair is defined as eyeglasses, hearing aids, dentures, watches, articles of clothing commonly worn or carried by the employee, and vehicles. Certain personal property used by the District may be eligible for reimbursement or replacement based on procedures as outlined below.

(1) The property must be used in the line of duty which shall mean attendance at an assigned work site of the District or other site when performing professional duties or at any official function of the District. An inventory of personal property used by employees for instructional purposes

shall be filed with and approved by the appropriate supervisor prior to classroom use. The form for this inventory shall be made available to all employees. In the case of vehicles, an employee using his/her vehicle under special assignment of a regular nature to conduct District business for which a District vehicle is not provided must obtain prior written approval of the immediate supervisor. Such approval shall specify the identification of the vehicle, the insurance carrier, and a general statement of the condition of the vehicle. Forms for this purpose shall be available and accessible upon assignment.

(2) The property to be eligible for the cost of replacement or repair must have been damaged or destroyed in the line of duty or must have been stolen by theft or robbery. If the District determines that the damage has been wholly or partly caused by the employee's lack of care or failure to apply generally accepted methods of protection, no reimbursement need be made by the District. In the event the employee is paid the costs of replacing or repairing such property, or the actual value of such property, the District shall, to the extent of such payment, be subrogated to any right of the employee to recover compensation for such damaged or stolen property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction.

PROCEDURES FOR REIMBURSEMENT FOR LOSS OR DAMAGE OF PERSONAL PROPERTY

Adequate Proof: The business manager of the District shall investigate the matter to determine in his best judgment whether the loss or damage to the personal property of the employee occurred while the employee was engaged in his/her line of duty. Adequate proof of the property loss or damage shall be established by clear and convincing evidence. In the instances of vehicles, there shall be clear and convincing evidence of loss or damage through arson or vandalism or loss or damage by theft or robbery. If the item of personal property is damaged, stolen or vandalized, the value of such property to a maximum of \$500 and a minimum of \$25.00, per loss, nor of more

than \$500 maximum per incident will be paid whether the District pays the cost. The employee, when appropriate, must file a report with the law enforcement agency having jurisdiction. The value of the property shall be determined as of the time of damage thereto or the theft or robbery.

12.4 Unit members shall be reimbursed at a rate equal to the Internal Revenue Service allowance when authorized and requested, in advance, by management to use their personal vehicles in the performance of their duties.

12.5 Elementary student supervision outside the regular instructional day shall be compensated as set forth in Appendix A-5.

12.6 Speech-Language Pathologists - A factor of 1.10 shall be added to the Speech-Language Pathologists (“SLP”) base salary. An additional longevity factor shall be established based upon the following criteria:

- 1 – 2 Years in YCJUSD 1.03 of the SLP’s salary
- 3 – 5 Years in YCJUSD 1.05 of the SLP’s salary
- 6+ Years in YCJUSD 1.07 of the SLP’s salary

The District shall grant year for year service upon the hiring of the SLPs. Service shall include credit for public, parochial, private schools or other employment in which they were required to utilize their SLP license.

Any District-designated bilingual SLP shall receive an additional \$2,000 stipend. This stipend shall be for bilingual assessments and student interaction, as well as translation during IEP meetings.

The District shall reimburse for membership in the professional association (ASHA) and licensing fees.

ARTICLE 13: ASSOCIATION RIGHTS

13.1 All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 6.1 for regular teachers, librarians, media resource teachers and Article 6.3 for counselors, psychologists, and

other support personnel. Such business, discussion and activities will be conducted in places other than District property, except when: (a) an authorized Association representative obtains at least twenty-four (24) hours advanced permission from the superintendent or designee regarding the specific time, place, and type of activity to be conducted; (b) the superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative. When facilities are utilized for other than the exclusive use of District employees, a reasonable fee for expenses related to utilities, security, cleanup, and any unusual wear or damage may be charged by the District.

13.2 The Association may use the school mailboxes and bulletin board spaces designated by the superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must also be delivered to the superintendent or designee; and (c) the Association will not post or distribute information which contains political campaign materials. The Association president shall be notified, in writing whenever a violation of this Article occurs.

13.3 The Association will be provided reasonable release time for the processing of grievances past Level 1 of the grievance procedure, Article 5 herein, for unit members who are designated as Association representatives. Release time for processing grievances is subject to the following conditions: (a) that no later than sixty (60) days following the signing of this Agreement, the Association will designate in writing to the superintendent two (2) employees who are to receive release time (any change in such designation thereafter shall be communicated by the Association as soon as possible); (b) that twenty-four (24) hours prior to release from duties for grievance processing, the designated representative shall inform his/her immediate supervisor in order that an adequate substitute, if such is necessary, may be obtained; and (c) that such time off shall be

limited solely to representing a grievant in a conference with management persons, beyond Level 1, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation. The District shall provide the Association with a reasonable amount of release time without loss of compensation during the period of this agreement for negotiations based on past practice and the need for instructional continuity. In the event the need for release time exceeds the established time, the Association shall reimburse the District for the cost of the substitute employed to replace unit member engaged in negotiations which are not reimbursed under state mandated costs.

13.4 Specific information relating to names, addresses and assignments of District teachers may be provided without cost to the Association upon reasonable request. Such information may be provided within a reasonable time following their employment.

13.5 As soon as reasonably possible following the execution of this Agreement, the District shall print and deliver to the Association twenty-five (25) copies of this Agreement. Electronic copies shall be available on the district website. Upon request, each member of the bargaining unit shall be provided a hard copy.

13.6 The Association may have the opportunity to present announcements and reports at the close of faculty meetings.

13.7 Upon twenty-four (24) hours prior notification in writing to the superintendent, the Association shall be allowed without cost up to twenty-five (25) days of release time for purposes of conference and/or workshop attendance, and/or consultation with Association representative so long as such costs are reimbursable under mandated costs by the State. In addition, upon twenty-four (24) hours prior notification in writing to the superintendent, the Association shall be allowed up to twenty-five (25) days of release time for purposes of conference and/or workshop attendance, and/or consultation with Association representative, and the Association shall reimburse the District for the cost of the substitute at the daily rate of pay. For purposes of this article, no single member of the unit shall be allowed more than five (5) of the fifty (50) days available for the

Association during the school year, except that, under exigent circumstances, such restriction can be set aside upon the approval of the superintendent of a request by the Association president. The purposes for the Association leave described in this section may be expanded with prior approval of the superintendent upon the request from the Association president. This expansion of purpose shall be considered and determined on a case-by-case basis.

13.8 The district shall provide 37 days release time for the Association president to conduct Association business. This release time shall be taken on regularly scheduled intervals. A calendar of release days shall be agreed upon by the Association President and the Assistant Superintendent, Human Resources/designee at the beginning of each instructional year. A completed calendar of the President's activities shall be submitted to the district's Human Resources Office at the end of each school month. Release days shall be taken in no less than one-half day increments.

The Association President shall be classified as a Teacher-on-Special Assignment without a designated classroom. During non-release time, the President shall perform duties as assigned by the Assistant Superintendent, Human Resources/designee. These duties shall include, but not be limited to, substitute teaching and special projects.

Upon request, additional release time, not to exceed 113 days, shall be provided the Association President upon 24 hours prior notice to the Assistant Superintendent, Human Resources/designee provided such release time does not unduly interfere with assigned professional duties. For each of these additional days used, the Association shall pay the District at the current substitute rate of pay.

13.9 A unit member shall be entitled to association representation to the extent required by law. Any challenges to this provision, absent informal resolution, shall be submitted to the Public Employment Relations Board and shall not be subject to the grievance procedure in this agreement.

13.10 Upon expiration of the term(s) of office, but not to exceed four years, the President will be returned to his/her previous position or otherwise be afforded first choice of any available teaching positions for which he/she is qualified. Written notice of intent to return to the classroom shall be provided to the district by April 1.

ARTICLE 14: SAVINGS PROVISION

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 subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The specific invalid provisions shall then be subject to negotiations except that if either party should request to negotiate the entire Article which is affected by the invalidation, then the entire Article shall be subject to negotiation.

ARTICLE 15: CONCERTED ACTIVITIES

15.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing (other than informational picketing), or refusal or failure to fully and faithfully perform required job functions and responsibilities, sick out, or compliance with the request of other labor organizations to engage in such activity.

15.2 It is agreed and understood that the Association shall not authorize a strike, work stoppage, slowdown, picketing (other than informational picketing), or refusal or failure to fully and faithfully perform required job functions and responsibilities, sick out, or compliance with the request of other labor organizations to engage in such activity and recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, picketing (other than informational picketing), refusal or failure to fully and faithfully perform required job functions and responsibilities, sick out or compliance with the request of other labor

organizations to engage in such activity, the Association agrees in good faith to take steps to cause those employees to cease such action.

ARTICLE 16: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the Board of Education to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association. However, the right to negotiate on a new contract is not abdicated as specified in Article 18 herein. However, notwithstanding the provisions contained in this Article, unit members may appear before the Board of Education for purposes other than for modification or improvement of this Agreement.

ARTICLE 17: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 18: COMPLETION OF MEET AND NEGOTIATION

Except as provided in Article 1 - Agreement and Term, during the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate. It is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. The Association and the District do not waive and relinquish the right to commence meeting and

negotiating on a new agreement or the renewal of this Agreement during the term of the Agreement as specified in Article 1 herein. However, meeting and negotiating on reopener articles to take effect at the expiration date of this Agreement shall not take place no later than February 1, 2018.

ARTICLE 19: FAIR EMPLOYMENT PRACTICE

The District shall not discriminate in its employment practices on the basis of race, color, ancestry, religion, creed, national origin, sex, physical handicap, age or marital status, nor will it discriminate against participation or membership in any employee organization.

ARTICLE 20: MAINTENANCE OF CONDITIONS

Except in cases of emergency, as provided for in the Management Rights Clause, the District shall not make any unilateral changes on matters within the scope of representation to the extent provided by law, without first meeting and negotiating with the Association.

ARTICLE 21: PRE-RETIREMENT PROGRAM

21.1 Pre-Retirement Program

In accordance with currently applicable Education Code sections, a certificated unit member may reduce his/her workload prior to retirement from full-time to part-time duties and receive credit toward retirement that would be received if the employment were on a full-time basis. Regulations governing this program shall be as follows:

21.1.1 This option is limited to permanent certificated employees.

21.1.2 The unit member must have reached the age of fifty-five (55) years old by the start of the school year. Participation may not extend more than five (5) years or until age sixty-five (65), whichever is first. Applications for this program shall include a declaration of the unit member's intention to retire at the expiration of his/her employment under this program.

21.1.3 Prior to the work reduction program, the unit member must have accumulated ten (10) or more years of service as a full-time employee of the Yucaipa-Calimesa Joint Unified School District.

21.1.4 Employment in the Yucaipa-Calimesa Joint Unified School District must have been on a full-time basis for the five (5) years immediately prior to work reduction.

21.1.5 The option of part-time employment shall be exercised at the written request of the unit member to the Assistant Superintendent of Human Resources. The unit member shall submit a request by March 15th of the preceding year in which work reduction is to begin. During the five (5) years following the start of reduced work load, if there are changes or revisions in the Code provisions relating to this program, the option may be revoked or altered. Such alterations must be in Code limitations by the mutual consent of the unit member and the District. In the event of such alterations, the unit member shall be given the option to return to his/her original status. A request to revoke or alter the option must be submitted a minimum of three (3) working months prior to the intended date of effectiveness.

21.1.6 Agreements or contracts for part-time service are limited to a period of not to exceed (5) years. Such Agreements shall incorporate the provisions herein. Upon execution, provide the Association with a copy of all such Agreements.

21.1.7 The unit member shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. All other rights and benefits shall be provided in accordance with the applicable statutes and/or District policy. Except as otherwise provided in the Agreement, during the period in which the unit member is not rendering services to the District, his/her status shall be regarded as that of a unit member on an unpaid leave.

21.1.8 An eligible unit member who wishes to participate, may apply for a one hundred percent (100%) assignment of one (1) semester and a zero percent (0%) for the other semester. As an alternative, the unit member may apply for a fifty percent (50%) assignment for the full year. Such part-time employment shall be the equivalent of one-half (1/2) the number of days of service

required by the employee's contract of employment during the final year service in a full-time position. Unit members may submit a request to the Assistant Superintendent Human Resources for their assignment preference no later than March 15th in the year prior to the participating year. The final assignment of any participants shall be made by the Assistant Superintendent Human Resources.

21.1.9 A unit member employed on a part-time basis shall receive the retirement credit he/she would receive if he/she were employed on a full-time basis and have his/her retirement allowance, as well as any other benefits not specifically addressed in this article, based upon the salary that would have been received if employment were on a full-time basis. The unit member and the District shall contribute to California State Teacher Retirement System (CalSTRS) the amount that would have been contributed if the unit member were employed on a full-time basis.

21.2 The District may limit the number of participants to no more than 1.5% of the certificated bargaining unit entering this program in any one year, with no more than 5% of the certificated bargaining unit participating at any given time.

21.3 The District may grant or not grant a reduction in work load under this Article at its sole discretion, and the denial of any unit member's request hereunder shall not be subject to the grievance procedure.

ARTICLE 22: RESIGNATIONS

The Superintendent or designee is authorized to accept the written resignation of any employee on behalf of the Governing Board, and the resignation shall become effective immediately upon acceptance by the Superintendent or Designee.

ARTICLE 23: PART-TIME AND SHARED CONTRACT EMPLOYMENT

23.1 Definition

A shared contract is defined as one in which one (1) position is shared by two unit members for a period of one (1) school year, subject to possible renewal on an annual basis.

A part-time contract position is defined as one in which a unit member agrees to less than a full-time position for a period of one year.

23.2 Eligibility and Application

Part-time and shared positions may be requested by current full-time unit members who have completed at least two (2) years of service with the district. Requests for part-time and shared contracts shall be submitted to the site administrator first for approval and then to the Human Resources Department by March 15 of each year prior to the school year for which part-time and/or shared contract assignment is requested. Exceptions for this date may be considered by the superintendent, or designee in the event of unusual circumstances. Requests shall be subject to final approval by the Board.

23.3 Selection of Position and Applicants

Unit members requesting part-time or shared contract positions shall meet with the administrator(s) from the work site where such a shared or part-time position exists, in order to develop suitable combinations. The final determination of part-time or shared positions and the selection of incumbents shall be the sole right of the superintendent/designee.

23.4 Shared Contracts

Unit members sharing a contract shall accept the responsibility of assuring that compatible classroom management will exist. Shared contracts will be issued reflecting all pertinent information concerning the assignments, i.e., description of the tentative subject/grade level, the duration of that assignment, location, salary and benefits. Health and welfare benefits will be prorated based upon the percentage of the contract with the understanding that each unit must

voluntarily contribute to the cost of the benefits to receive full coverage. The shared contract will incorporate the provisions of this Article.

23.5 Return to Full-Time Position

23.5.1 Full-time unit members opting for reduction in time under the part-time or shared contract program at their option may return to full-time employment the following year if a vacancy for which they are qualified exists. For the purpose of this section, vacancy is defined as an unfilled position which the District is under no legal obligation to offer an employee returning from leave.

23.5.2 In the event a full-time vacancy is not available for a participant under this Article at the beginning of the school year, then said unit member shall be offered the first vacant position at the semester for which they are qualified only if, in the opinion of the District, a fully qualified and competent replacement is available to fill the part-time assignment which the incumbent is leaving. The District and unit member may agree on a definite return date as part of the part-time and shared contract agreement.

23.5.3 Unit members desiring to return to full-time status at the beginning of the next school year must notify the District of their intent to do so by February 1 of the school year prior to that.

23.5.4 Unit members returning to full-time status will be entitled to the same rights as any other employee on a paid leave status.

23.6 A unit member in the part-time or shared contract program shall receive the proportionate amount of the regular annual salary on the same payment schedule as regular full-time employees. Step and column advancement shall not be affected for members participating in a shared or part-time employment pursuant to this Article. Unit members who participate in part-time or shared contract assignments pursuant to this Article will be advanced one step on the salary schedule for each contract year of participation.

23.7 Time Requirements

23.7.1 The time requirements for a part-time or shared contract position shall be proportionate to the regular work day.

23.7.2 Unit members in part-time or shared contract positions will be required to attend Back-to-School Night or equivalent event, if their assignment extends for two semesters. Faculty meetings shall be attended at the request of the school principal during their period of participation as defined in Section 23.1.

23.8 Unit members in a part-time or shared contract position who are asked to work more than their number of contracted hours shall have the right of first refusal in filling expanded schedules on a permanent basis. Unit members who agree to work an expanded schedule shall be compensated at the unit member's per diem rate of pay.

ARTICLE 24: SUMMER SCHOOL

24.1 All teachers employed full time or part time in the regular day school program by the District are eligible and may apply for summer school assignments.

24.2 Applications for summer school positions shall be distributed to each school site as soon as possible during the semester prior to the summer school program.

24.3 Summer school employment preference shall be given to those qualified applicants who taught full time the previous school year in the Yucaipa-Calimesa Joint Unified School District.

24. Consideration shall also be given to a teacher's major and/or minor credentialed field of study and classroom experience at the appropriate instructional level. Classroom experience at the appropriate instructional level is not intended to mean seniority for purposes of this article.

24.5 Initial summer school assignments shall be made as soon as possible. Such assignments shall be subject to enrollment.

24.6 Notification of assignment to summer school shall be in writing.

24.7 Compensation for summer school shall be as provided for in Appendix A-5.

ARTICLE 25: ADULT SCHOOL

25.1 All unit members employed by the District are eligible and may apply for adult school assignments for which they are qualified.

25.2 In filling adult school positions, open positions will first be offered to qualified unit members and filled by qualified unit members who applied. If the position remains unfilled after the first posting, open positions will be offered to qualified unit members and qualified outside applicants with equal preference.

25.3 Adult school vacancies shall be posted through the District's web-based vacancy announcement system.

25.4 Notification of assignment to adult school shall be in writing as soon as possible.

25.5 Compensation for adult school shall be as provided for in Appendix A-5.

25.6 Adult education instructional members shall be in their classrooms promptly at the beginning of the classroom period and remain until the assigned teaching period is concluded.

25.7 Employment in adult education is contingent on an average of twelve (12) student attendance hours for each recorded instructional hour of each specified class assignment and may be revoked if enrollment is decreased or if anticipated enrollment does not materialize. Employment in adult education is an extra-duty assignment. As such, unit members are subject to release in the same manner as any other extra-duty assignment. In the case of multiple classes being offered and the need to collapse one class, teacher selection shall be based upon most seniority within the Adult School.

ARTICLE 26: INSTRUCTIONAL PROGRAMS

The Association shall be consulted on areas involving educational objectives, the determination of the content of courses and curriculum, the selection of textbooks and the development of the Local

Control and Accountability Plan. The Association shall have a designated representative on any district established committee related to these items.

ARTICLE 27: JUST CAUSE

The District may suspend a permanent unit member without pay up to a total of fifteen (15) days per fiscal year for just cause. Nothing herein shall preclude or affect the District's right to discipline a unit member pursuant to the Education Code or other law. Just cause shall incorporate the principles of progressive discipline which may include verbal warnings, conference summaries, written warnings, and letters of reprimand.

ARTICLE 28: PEER ASSISTANCE AND REVIEW PROGRAM

28.1 Preamble

The Yucaipa Calimesa Educator's Association and the Yucaipa-Calimesa Joint Unified School District strive to provide the highest possible quality of education to Yucaipa-Calimesa students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

28.2 Joint Committee

- A. The Joint Committee shall consist of seven (7) members, four (4) permanent classroom teachers, selected by permanent teachers through a process determined by the Association, and three (3) administrators appointed by the District.
- B. The Joint Committee shall establish the internal operational procedures of the Committee, including method for the selection of a Chairperson. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators.
- C. To hold meetings, five (5) of the seven (7) members of the Joint Committee shall be present. When necessary, such meetings may take place during the regular

workday, in which event, the teachers who are members of the Committee shall be released from their regular duties without loss of pay. Teacher members of the Committee shall receive an annual stipend of \$2,000 for the inaugural year of the program and \$1,000 for each year thereafter.

- D. Action as the Joint Committee shall require an affirmative vote of at least five (5) members.
- E. The Joint Committee shall be responsible for the following:
 - 1. Providing training for Joint Committee members.
 - 2. Establishing and implementing a procedure for application and selection of Consulting Teachers and Support Providers.
 - 3. Providing training for Consulting Teachers.
 - 4. Approving staff development and training opportunities developed by the Consulting Teacher before implementation.
 - 5. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the Site Principal/Evaluator.
 - 6. Developing an appropriate list from the panel of Consulting Teachers for selection by the Participating Teacher.
 - 7. Adopting rules and procedures to affect the provisions of this article. Develop forms necessary for rules and procedures. Adopted rules and procedures shall be consistent with the terms of this agreement, and District Board policies, Administrative regulations and applicable law.
 - 8. Distributing a copy of the adopted rules and procedures to all unit members at the beginning of each school year.
 - 9. Establishing the meeting schedule for the Joint Committee.

10. Monitoring and evaluating the effectiveness of the Consulting Teachers/Support Providers, and make decisions regarding their continuation in the program. The Joint Committee may remove a Consulting Teacher/Support Provider from the positions at any time because of the specific needs of the PAR program, unsatisfactory performance of the Consulting Teacher/Support Provider, or for other reasons which best serve the PAR program's best interest. Prior to the effective date of such removal, the Joint Committee shall meet with the Consulting Teacher/Support Provider to discuss the reasons for the removal.
 11. Reviewing the final report prepared by the Consulting Teacher and make recommendations to the Board of Education regarding the Referred Participating Teacher's progress in the PAR program.
 12. Developing a budget for the PAR program subject to approval of the Board of Education.
 13. Evaluating the impact of the PAR program in order to make changes to improve the program.
 14. Establishing the caseload for Consulting Teachers.
 15. Committee records shall be maintained in a locked file cabinet in the District Office accessible only by the Committee Chairperson or his/her designee.
- F. A Joint Committee member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest.

28.3 Consulting Teachers

- A. A Consulting Teacher is a permanent credentialed unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers shall possess the following qualifications:

1. At least five (5) years of recent teaching experience including one year as a teacher in the district directly prior to their selection with a minimum of sixty (60) percent of a full time classroom teaching position and at least three (3) consecutive years immediately prior to their assignment as a Consulting Teacher.
 2. Demonstrated exemplary teaching ability.
 3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of students.
 4. Ability to communicate effectively with others, both orally and in writing.
 5. Ability to work cooperatively and effectively with others.
- B. Consulting Teachers shall be selected and submitted for approval to the Board of Education by a vote of the Joint Committee.
- C. Consulting Teachers shall be selected as follows:
1. An announcement of vacancy shall be posted annually throughout the District with an application deadline.
 2. Applicants shall submit application forms to the Joint Committee for the position of Consulting Teacher.
 3. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues.
 4. Consulting Teachers shall be selected by a vote of the Joint Committee after a minimum of two (2) representatives of the Committee have conducted a classroom observation. Whenever possible, classroom observations shall be conducted by at least one teacher and one administrator.

5. The candidates shall be interviewed by the Joint Committee prior to selection as a Consulting Teacher.
 6. All applicants shall be notified, in a timely manner, in writing of the decision made by the Joint Committee.
- D. A Consulting Teacher provides assistance to participating teachers in improving instructional performance. This assistance shall typically include:
1. Set and discuss performance goals with the Referred Participating Teachers.
Assist in developing an Individual Improvement Plan (IIP).
 2. Multiple observations of the Participating Teacher during periods of classroom instruction.
 3. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
 4. Meet and consult with the evaluating administrator who referred the Participating Teacher.
 5. Demonstrate good teaching strategies and practices to the Participating Teacher.
 6. Use school district resources to assist the Participating Teacher.
 7. Monitor the progress of the Participating Teacher and maintain a written record.
- E. A Consulting Teacher shall be provided a substitute for release time as determined necessary by the Joint Committee in consultation with the Consulting Teacher to fulfill their responsibilities.
- F. Terms shall be staggered to provide continuity and collegial support among Consulting Teachers. For the first year, terms shall be one (1), two (2) or three (3) years. After the second year of the PAR program, an assigned Consulting Teacher

shall be eligible for one (1) three (3) year term, and then must serve in the classroom for at least one (1) year before reapplying for the Consulting Teacher position.

- G. A unit member may not continue serving as a Consulting Teacher if appointed to an administrative position.
- H. The caseload for Consulting Teachers shall be established by the Joint Committee.
- I. Consulting Teachers shall receive an annual stipend of \$3,000 per Referred Participating Teacher and \$1,500 per Volunteer Participating Teacher.

28.4 Support Providers

- A. A Support Provider is a classroom teacher who provides assistance to non-permanent teachers pursuant to the Teacher Induction Program.
- B. The qualifications and selection process for Support Providers shall be in accordance with section III A, B and C of this article on the Peer Assistance Review Program.
- C. Unless otherwise indicated, Support Providers shall serve up to a three (3)-year term.
- D. Support Provider training, assistance programs and assignments shall be administered by the District.
- E. Support Providers shall receive an annual stipend of \$2,100 per Teacher Induction Program participant.

28.5 Participating Teachers

- A. Referred Participating Teachers
 - 1. A Referred Participating Teacher is a classroom teacher with permanent status who receives an overall evaluation of unsatisfactory.
 - 2. The Human Resources Department shall send a copy of the unsatisfactory evaluation to the Joint Committee. A Referred Participating Teacher shall

be notified of his/her placement in the PAR program by the Joint Committee.

3. The Referred Participating Teacher shall meet with the Consulting Teacher no later than the fourth week of the Referred Participating Teacher's work year to develop an improvement plan.
 - a. The improvement plan shall include, but not be limited to, the performance goals and objectives to be met based on the unsatisfactory evaluation, and a monitoring schedule.
 - b. The improvement plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the final year's evaluation.
4. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and provide specific written reports to the Referred Participating Teacher for discussion and review, prior to sending periodic reports to the Joint Committee.
5. On or before April 1, the Consulting Teacher shall complete a final report of the Referred Participating Teacher's performance in meeting objectives of the improvement plan. The final report shall identify the unsatisfactory areas, the assistance provided to the Referred Participating Teacher, the results of the assistance, and a statement whether the Referred Participating Teacher has satisfactorily achieved the objectives of the improvement plan.
6. A copy of the final report shall be provided to the Referred Participating Teacher and to the Joint Committee.
7. The Consulting Teacher shall continue to provide assistance not to exceed one (1) year to the Referred Participating Teacher until he/she concludes

that the teaching performance of the Referred Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one (1)- year period.

8. The final improvement plan report and related documentation shall be made available for placement in the Referred Participating Teacher's personnel file.

Volunteer Participating Teachers

1. A Volunteer Participating Teacher is a classroom teacher with permanent status who volunteers to participate in the PAR program. Volunteer Participating Teachers are for peer assistance only, and the Consulting Teacher shall not document any performance review of a Volunteer Participating Teacher. A Volunteer Participating Teacher may terminate his/her participation in the program at any time.
2. Volunteer Participating Teachers shall be given assistance only after the needs of Referred Participating Teacher(s) have been met.
3. A Volunteer Participating Teacher shall select his/her Consulting Teacher from a list of Consulting Teachers provided by the Joint Committee. A Volunteer Participating Teacher may request a change of his/her Consulting Teacher at any time.
4. All communications between the Volunteer Participating Teacher and the Consulting Teacher shall be confidential, and without the written consent of the Volunteer Participating Teacher, shall not be shared with others, including the site administrator(s) and the Joint Committee.

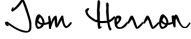
28.6 General Provisions

- A. The PAR program shall expect and strongly encourage a cooperative relationship between the Consulting Teacher and the Principal/Evaluator.
- B. The Participating Teacher shall have the right to representation by the Association to the extent permitted by law.
- C. Certificated employees who perform functions as Consulting Teachers, Support Providers, or are members of the Joint Committee shall have the same protection from liability and access to appropriate defenses afforded to other public school employees under the provisions of the California Government Code.
- D. All PAR proceedings shall be confidential to the extent permitted by law. Materials and improvement plans shall be treated as personnel records and shall be subject to the personnel record exemption under the California Public Records Act to the extent permitted by law. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
- E. Any unresolved issue or complaint by unit members arising under this article shall be referred to the Joint Committee for final resolution in lieu of the grievance procedure outlined in Article 5. This paragraph neither expands nor diminishes the unit member's ability to grieve any other article of this Agreement.
- F. Consulting Teachers, Support Providers, and teacher members of the Joint Committee shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act, and shall retain their status as unit members.
- G. The PAR program is contingent upon continued state funding. Administrative costs shall not exceed statute authorization.

- H. The PAR budget shall not exceed the designated funds received by the District for the PAR program.
- I. This article on Peer Assistance and Review shall be annually reopened and reviewed by the Association and District.


IN WITNESS WHEREOF, the Parties hereto have executed the Agreement on this second day of February, 2023, to run through June 30, 2025.

**YUCAIPA-CALIMESA EDUCATORS
ASSOCIATION, CTA/NEA**


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Tom Herron, President
Yucaipa-Calimesa Educators Association


**YUCAIPA-CALIMESA JOINT UNIFIED
SCHOOL DISTRICT**

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Jim Stolze,
Assistant Superintendent, Human Resources

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Tara Bickford, Co-Chief Negotiator
Yucaipa-Calimesa Educators Association

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Ronald Dawson, Co-Chief Negotiator
Yucaipa-Calimesa Educators Association

Yucaipa-Calimesa Joint Unified School District

HUMAN RESOURCES

12797 Third Street • Yucaipa, CA 91799 • main: (909) 797-0474 • fax: (909) 790-6101

CERTIFICATED EMPLOYEE SALARY SCHEDULE**APPENDIX A-1**

11.27% Increase Effective 07/01/2022

CATEGORY I - (1.0 x Amount): TK - 12 Classroom Teachers; District/HS Library Media Teacher; Program Specialists; Teachers on Assignment; School Nurse; IB Coordinator, Athletic Director.

CATEGORY II - (1.15 x Amount): School Counselor; Intervention Counselor

STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 or MA	CLASS E BA+60 or MA+15 or 45+MA	CLASS F 75+MA or MA+30
1	58,986	59,748	63,011	66,296	69,587	72,862
2	59,748	63,011	66,296	69,587	72,862	76,152
3	63,011	66,296	69,587	72,862	76,152	79,430
4	66,296	69,587	72,862	76,152	79,430	82,720
5	69,587	72,862	76,152	79,430	82,720	85,996
6	72,862	76,152	79,430	82,720	85,996	89,282
7	76,152	79,430	82,720	85,996	89,282	92,561
8		82,720	85,996	89,282	92,561	95,848
9			89,282	92,561	95,848	99,130
10			92,561	95,848	99,130	102,412
11			95,848	99,130	102,412	105,696
12					105,696	108,985
13					108,985	112,270
14					112,270	115,553
17					115,553	118,209
21					118,209	120,929
24					120,929	123,711
28					123,711	126,556

An anniversary increment shall be paid to employees on Column E and F at step 17, 21, 24 and 28. Anniversary increments shall be established at 2.3% of Step 14, Class F.

CLASS A: Bachelor's Degree

CLASS B: Class A + 15 semester units

CLASS C: Class A + 30 semester units

CLASS D: Class A + 45 semester units, or Master's Degree

CLASS E: Class A + 60 units, or Master's Degree + 15 semester units taken subsequently, or Class A + 45 semester units with Master's Degree

CLASS F: Class A + 75 semester units including Master's Degree or Class A + Master's Degree + 30 semester units taken after completion of Master's Degree

APPENDIX A-2

CERTIFICATED SALARY SCHEDULE REGULATIONS

CATEGORIES I and II:

1. In establishing the placement of a new certificated employee, credit for public, parochial or private school certificated experience while working under a CTC recognized credential prior to employment by the Yucaipa-Calimesa Joint Unified School District will be recognized on a year-for-year basis up to a maximum of twelve years for experience.
2. Only graduate semester units which were taken after the date the Bachelor's Degree is received from an accredited college or university shall be counted for initial salary placement. Graduate semester units shall be at the graduate level.
3. A certificated employee shall advance one step annually upon completion of one academic year of paid certificated experience subject to the following conditions:
 - a. Advancement shall be limited to the maximum number of steps in the appropriate column on the certificated salary schedule.
 - b. A certificated employee shall be credited with an academic year of certificated service whenever the employee has been employed on a regular contract and is in a paid status in the District for a minimum of 90 teaching days during the preceding school year. This shall only apply for certificated employees hired for service beginning in the 1991-92 school year.
4. College units must be related to the certificated employee's current work assignment, toward an advanced degree or credential, or toward a planned expansion of the certificated employee's field, in order to apply toward class advancement on the salary schedule.
5. All coursework as described in #4 will apply toward salary schedule advancement. Prior approval from the Assistant Superintendent, Human Resources is recommended. Employee is held at risk if coursework is not from an accredited college or university or coursework does not relate to current work assignment, toward advanced degrees, or credential, or toward a planned expansion of the certificated employee's field. Lower division coursework may be applied toward salary schedule advancement only if prior written approval has been obtained from the Assistant Superintendent, Human Resources.
6. Advancement from one salary class to another upon fulfillment of established requirements may be accomplished, upon application, at the beginning of either the first or second semester of the school year.
7. Application for advancement shall be submitted to the Human Resources Office on or before July 1 to be effective for the first semester and on or before December 1 to be effective for the second semester. Verification of completion of all required credits must be accomplished prior to the tenth day of the first calendar month of the semester affected.
8. Placement and advancement on the appropriate certificated salary schedule shall be determined by semester units. For the purpose of converting quarter units to semester units, each quarter unit shall constitute $\frac{2}{3}$ of one semester unit.
9. Category II shall include School Counselor and Intervention Counselor. Category II unit members shall receive a 1.15 factor for 185 8-hour days, or 186 8-hour days for new unit members in the category. Any additional days beyond the contractual year shall be worked by mutual agreement and shall be paid at the unit member per diem rate.

Yucaipa-Calimesa Joint Unified School District
HUMAN RESOURCES

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PSYCHOLOGIST AND BEHAVIORAL HEALTH COUNSELOR
SALARY SCHEDULE

APPENDIX A-3						
11.27% Increase Effective 07/01/2022						
STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 or MA	CLASS E BA+60 or MA+15 or 45+MA	CLASS F 75+MA or MA+30
1			111,905	115,874	119,848	123,813
2			115,874	119,848	123,813	127,780
3					127,780	131,758
4					131,758	135,732
5					135,732	139,702
12					139,702	142,915

Based on 205 work days.

An anniversary increment shall be paid to employees on Column E and F at step 17, 21, 24 and 28. Anniversary increments shall be established at 2.3% of Step 14, Class F.

CLASS A: Bachelor's Degree

CLASS B: Class A + 15 semester units

CLASS C: Class A + 30 semester units

CLASS D: Class A + 45 semester units, or Master's Degree

CLASS E: Class A + 60 units, or Master's Degree + 15 semester units taken subsequently, or Class A + 45 semester units with Master's

CLASS F: Class A + 75 semester units including Master's Degree or Class A + Master's Degree + 30 semester units taken after completion of

PSYCHOLOGISTS & BEHAVIORAL HEALTH COUNSELOR

SALARY SCHEDULE REGULATIONS

1. The regulations listed under "Categories I and II" of "Certificated Employee Salary Schedule" are applicable for the Psychologist & Behavioral Health Counselor salary schedule except for initial salary placement for a new Psychologist or Behavioral Health Counselor.
2. A new Psychologist or Behavioral Health Counselor will be given full credit for appropriate experience prior to service in the Yucaipa-Calimesa Joint Unified School District on a year-for-year basis.
3. Appropriate experience shall be public school service in which the employee served as a School Psychologist or Behavioral Health Counselor.
4. Anniversary steps will be accrued based on total number of service years as a Psychologist or Behavioral Health Counselor.

**Yucaipa-Calimesa Joint Unified School District
HUMAN RESOURCES**

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SPEECH-LANGUAGE PATHOLOGIST SALARY SCHEDULE

APPENDIX A-4						
11.27% Increase Effective 07/01/2022						
STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 or MA	CLASS E BA+60 or MA+15 or 45+MA	CLASS F 75+MA or MA+30
1			69,312	72,926	76,546	80,148
2			72,925	76,546	80,148	83,767
3			76,546	80,148	83,767	87,373
4			80,148	83,767	87,373	90,992
5			83,767	87,373	90,992	94,596
6			87,373	90,992	94,596	98,210
7			90,992	94,596	98,210	101,817
8			94,596	98,210	101,817	105,433
9			98,210	101,817	105,433	109,043
10			101,817	105,433	109,043	112,653
11			105,433	109,043	112,653	116,266
12					116,266	119,884
13					119,884	123,497
14					123,497	127,108
17					127,108	130,030
21					130,030	133,022
24					133,022	136,082
28					136,082	139,212

1. A longevity factor shall be established based upon the following years in YCJUSD.
Years 1 & 2 - 1.03 Years 3 to 5 - 1.05 Years 6+ - 1.07
2. The District shall grant year-for-year service credit upon the hiring of SLP's. Service shall include credit for public, parochial, private, or other school employment in which they were required to utilize their SLP license.
3. Any District-designated bilingual SLP shall receive an additional \$2,000 annual stipend. This stipend shall be for bilingual assessment and student interaction, as well as translation during IEP meetings.
4. The District shall reimburse for membership in the professional association (ASHA) and licensing fees.

APPENDIX A-5: Extra Assignment and Extra Duty Pay

Substitute Rates:

Current and Retiree YCJUSD Certificated Substitute Rate	\$135.00 per day
K-5 th Grade Combination Class Stipend	10.00% of Step 1, Class A
Hourly work, including Adult Education teacher and counselor, shall be paid at the following rates:	
Instructional Hourly Rate	0.09% of Step 1, Class A
Non-Instructional Hourly Rate (including co-curricular)	0.061% of Step 1, Class A
High School Activity Director	6.25% of Class A, Step 1

All co-curricular, extra-curricular and athletic stipends may be divided among advisors, coordinators, and/or coaches if mutually agreed upon in writing by the participant(s) and site administrator(s) prior to the start of the assignment. The stipend will be paid once a year after completion of the assignment. The implementation of co-curricular activities at each site shall be subject to mutual agreement between the site administrator and participant(s). The hourly rate shall be paid at the non-instructional hourly rate.

Band Director, High School	NTE 125 hours
Choral Director, High School	NTE 100 hours
Drama Club Director, High School	NTE 95 hours
Music Director, Middle School (including band and choral)	NTE 85 hours
High School Department Chair, High School Counseling/Guidance Department Chair, Secondary Media Resource Specialist, Middle School Instructional Coordinator:	
Up to 12 sections	NTE 30 hours
13 to 27 sections	NTE 36 hours
28 or more sections	NTE 41 hours
Teacher in Charge, Elementary	NTE 37 hours

Extra Period Assignment

The normal teaching day shall consist of the total number of periods per day, one of which may be assigned for the purpose of conducting conferences and/or teaching preparation. In those instances where the teacher is assigned to conduct an instructional program during the conference or preparation period for a continuous period of one (1) semester/trimester or more, compensation shall be awarded at 1/6th per diem x number of pupil days.

Athletics

The following athletic stipends shall be paid based upon Class A, Step 1 of the Certificated Employee Salary Schedule, Appendix A-1:

<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
11.14%	9.51%	8.19%	7.86%	3.16%

Class I

Head Football

Class II

Head Basketball

Head Cross Country

Head Softball

Head Wrestling

Head Volleyball

Assistant Football

Head Baseball

Head Soccer

Head Swimming

Head Track

Head Water Polo

Pep Squad Director

Class III

Head Golf

Head Tennis

Class IV

Assistant Basketball

Assistant Cross Country

Assistant Wrestling

Assistant Volleyball

Assistant Swimming

Assistant Pep Squad Director

Assistant Golf

Assistant Baseball

Assistant Track

Assistant Softball

Assistant Soccer

Assistant Tennis

Assistant Water Polo

Extended Season--CIF Play-Off Activities

Each season shall be designated as 12 weeks. If a team/individual participates in CIF Play-offs, the coaches required by district management to participate shall be paid on a pro-rated weekly basis. The pro-rated weekly amount shall be determined by dividing the season stipend by 12.

Experience credit

Experience credit for coaching the same sport shall be granted on the following basis (credit shall be limited to paid coaching experience in the Yucaipa-Calimesa Joint Unified School District):

Beginning at the 6 th year	0.8% of Class A, Step 1
Beginning at the 11 th year	1.6% of Class A, Step 1
Beginning at the 16 th year	2.4% of Class A, Step 1

APPENDIX A-6**FRINGE BENEFITS**

1. The following insurance will be offered by the District for both the employee and family:

A. Medical Insurance

Option 1 – United Healthcare HMO/20 - \$20.00 copay, \$10.00 generic/\$25.00 name brand prescriptions. The employee's share for the United Healthcare HMO/20 will be as follows (paid eleventhly):

One Party	\$136.43
Two Party	\$252.87
Family	\$339.47

Option 2 - United Healthcare PPO - \$20 copay, \$500.00 (single)/\$1000 (2-party or family) annual deductible, \$10.00 generic/\$25.00 name brand prescriptions. The employee's share for the United Healthcare PPO will be as follows (paid eleventhly):

One Party	\$1,269.88
Two Party	\$2,651.78
Family	\$3,725.65

Option 3 – Journey Plan - \$25 copay, \$40 copay for specialists, \$2,000 deductible for singles, \$4,000 deductible for 2 or more (paid eleventhly). \$10 generic/ \$30 name brand prescriptions:

One Party	\$46.97
Two Party	\$17.24
Family	\$ -0-

Option 4 – Kaiser HMO - \$10 copay

The employee's share for the Kaiser HMO will be as follows (paid eleventhly):

One Party	\$314.25
Two Party	\$479.78
Family	\$618.74

Option 5 – UHC Harmony HMO/20 - \$20 copay, \$10 generic/ \$25 name brand prescriptions. The employee's share for the United Healthcare Harmony/20 will be as follows (paid eleventhly):

One Party	\$101.52
Two Party	\$180.87
Family	\$236.92

B. EyeMed Vision Plan - \$5.00 deductible – In Network. -0- copay using a plus provider.

C. Dental Insurance:

Option 1 – Delta Dental Premier 4- Step

Incentive plan: 70% 1st year, increasing 10% each year, \$2,200 maximum annual benefit.

Option 2 – Delta Dental DPO: 100%/80%

\$1500 maximum annual benefit, \$1000 orthodontia (lifetime max) paid at 50%.

Option 3 - MetLife Dental: 100%/90%/60%

\$2,000 maximum annual benefit, \$1,500 orthodontia (lifetime max) paid at 50%

2. The following insurance will be paid for by the District for the employee only:
 - A. Term-life insurance policy of \$100,000, evidence of insurability as may be required by the provider.

3. Part-time employees will be provided coverage in accordance with Article 12:

Compensation and Benefits.

4. The employee may choose to obtain the following insurance coverage from their salary:
 - A. Flexible Spending Account
 - B. Life insurance

Enrollment shall be voluntary and optional to employee or employee and family. Selection of these various insurance benefits shall be accomplished on the standard District authorization form annually before October 15.

Any employee eligible for coverage under any of the adopted District fringe benefit plans may elect, where applicable, to include any and all dependents for said coverage and authorize that an appropriate deduction from their regular salary income be made for the payment of said premiums.

Insurance shall become effective on the first day of the calendar month following submission of the necessary written authorization and its incorporation into the payroll procedure.

The insurance broker will be mutually agreed upon by both the District and the YCEA unit.

FRINGE BENEFITS, DISABILITY AND RETIREMENT INSURANCE

For the purposes of this Article, completion of seventy-five percent (75%) of the duty days within a fiscal year shall constitute completion of a year of service. For the purposes of this Article only, paid status shall exclude time elapsed during unpaid leaves of absence for more than thirty (30) work days and breaks in service.

1. This agreement is to be effective only for employees who retired or were disabled during or after the 1981-82 school year and is not to affect any prior retired or disabled employee. For purposes of this section, a retired employee shall be at least fifty-five (55) years of age. This program is effective to age 65 or eligibility for full Medicare benefits including retirement and disability program, whichever comes first. The benefits noted below shall be in accordance with the insurance program granted to the certificated personnel.

Retiree

The following insurance will be paid for by the District for both the retired employee and one (1) dependent. The employee must have been employed within the District for at least ten (10) consecutive years immediately preceding retirement. The employee must have been in paid status for at least 75% of the year for the year to count towards these benefits. The employee must be participating in at least one of the insurance programs listed below at the time of retirement to participate in the retiree benefits program and stay continually enrolled until the employee reaches the age of 65. If the retiree drops all coverage, they will not be eligible to re-enroll.

- A. Medical insurance
- B. Vision insurance
- C. Dental insurance option – the retiree may choose to participate in the district dental plan but must pay 100% of the premium
- D. The one (1) dependent of a deceased retired employee, covered by this provision, shall be allowed to continue in these programs, where permitted by the carrier, through providing the District the employee's share at the two-party rate until the deceased would have reached age 65.

The coverage provided for retirees shall be the same as that provided for employees actively working in the district, including the employer's contribution to the coverage.

Disabled

The following insurance will be paid for by the District provided the employee has been employed within the District for any combination of 25 years and must have been an employee with the district for at least five consecutive years immediately preceding retirement. This insurance shall be for the

employee and spouse or one (1) dependent for up to five (5) years or until the employee reaches age 65 or becomes eligible for Medicare, whichever comes first.

- A. Medical and health insurance
- B. Vision insurance
- C. Dental insurance option – the disabled employee may choose to participate in the district dental plan but must pay 100% of the premium.

The coverage provided for disabled shall be the same as that provided for employees actively working in the district, including the employer's contribution to the coverage.

SPOUSE OR REGISTERED DOMESTIC PARTNER OF A DECEASED EMPLOYEE

The spouse or registered domestic partner of a deceased employee who participates in the District insurance program at the time of the employee's death shall be allowed to continue in the fringe benefit programs, where permitted by the carrier, through providing the District full premium at the one-party rate for up to five (5) years, or Medicare age, whichever comes first.

The request to participate in this program must be received in writing by no later than two (2) weeks subsequent to the death of the employee.