

AGREEMENT

between

YREKA UNION SCHOOL DISTRICT

and

YREKA ELEMENTARY FACULTY ASSOCIATION CTA/NEA

EFFECTIVE:

July 1, 2024-June 30, 2027

Negotiation Representatives

YEFA

Beth Sandahl
Shanna Schack
Michele Freeze
Jessica Bammerlin
Annie Baker

YUSD

Lorraine Joling, Interim Superintendent
Emily Lipke, CBO
Amy Dunlap, Principal
Donna Tudor, Human Resources/Payroll Manager

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Preamble	1
2	Recognition	1
3	District Rights	2
4	Association Rights	2
5	Association Security	3
6	Grievance Procedure	4
7	Compensation	6
8	Employee Benefits	8
9	Hours	10
10	Safety (Public Charges)	13
11	Sick Leave	13
12	Personal Necessity Leave	14
13	Industrial Disability and Illness Leaves	16
14	Pregnancy Disability Leave	17
15	Child Care Leave	18
16	Leave of Absence Without Pay	18
17	Bereavement Leave	19
18	Jury Duty	19
19	Association Leave	20

20	Transfers	20
21	Employee Evaluations	21
22	Personnel Files	23
23	Layoff	23
24	Class Size	24
25	Peer Assistance and Peer Review (PAR) Program (ARCHIVED)	24
26	Employee Job Sharing	31
27	Miscellaneous	32
28	Savings Provision	34
29	Effect of Agreement	34
30	Emergency Provision	35
31	Entire Agreement	35
32	Term	35
Appendix A	Salary Schedules 2023-2024	38
Appendix B	Extra and Co-curricular Activities	39
Appendix C	Health and Welfare Plans	35

Agreement

This AGREEMENT made and entered into this July 1, 2024, by and between the YREKA UNION SCHOOL DISTRICT (hereinafter referred to as District) and the YREKA ELEMENTARY FACULTY ASSOCIATION CTA/NEA (hereinafter referred to as Association), supersedes and replaces all previous agreements between the parties. The agreement was ratified by the Association on April 30, 2024 and approved by the YUSD Board of Trustees on June 18, 2024.

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and other terms and conditions of employment for certain hereinafter designated employees of District,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1

Preamble

- 1.1 The parties acknowledge the provisions of Chapter 10 (Sections 3540 et seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 1.2 The District is engaged in rendering services to the public, and the District and the Association recognize their mutual obligation for the continuous rendition and availability of such services.
- 1.3 Employees shall perform loyal and efficient work and service for the District and shall use their influence and best efforts to protect the properties of the District and its service to the public and shall cooperate in promoting and advancing the welfare of the District and preserving the continuity of its service to the public at all times.
- 1.4 This Agreement shall not be interpreted nor applied in a manner which is arbitrary, capricious, or discriminatory. Rules for its implementation shall be uniform in application and effect.

ARTICLE 2

Recognition

- 2.1 The District recognizes the Yreka Elementary Faculty Association CTA/NEA as the exclusive representative of the certificated employee unit consisting of all certificated employees except Management, supervisory, confidential, temporary substitute, part-time and classified employees.

- 2.2 This Agreement applies only to employees in the above representation unit.

ARTICLE 3

District Rights

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further, it is agreed by the parties that District rights include:
- a. The full and exclusive control of the management of the service.
 - b. The supervision of all operations and all work.
 - c. The control of the property.
 - d. The right to determine the work to be done by employees.
 - e. The right to establish budget procedures and financial allocations.
 - f. The right to hire, classify, and discharge employees.
 - g. The right to establish educational policies, goals, and objectives.
 - h. The right to otherwise maintain an orderly, effective, and efficient operation, provided, however, that the District's exercise of its rights, as set forth above shall not be inconsistent with the specific provisions of this Agreement.

ARTICLE 4

Association Rights

- 4.1 The Association shall designate five (5) representatives who shall receive a reasonable number of hours without loss of compensation to attend negotiations and impasse proceedings. The Association shall determine the division of the hours among its representatives. In the event the Association representatives do not need the release time to negotiate, it shall not be used.
- 4.2 The Association may schedule membership meetings before or after school at times which are not disruptive to the normal school program.

- 4.3 At Association's request, the District will allocate up to twenty (20) minutes of any District-scheduled faculty meetings for the Association representatives to report to the membership on matters of concern.
- 4.4 At the Association's request the District shall, no later than October 1, furnish to the Association the salary placement of employees as of the start of the current school year.
- 4.5 The District shall, at its expense, provide this Agreement in an electronic format for distribution by the Association to each certificated member as soon as practicable after the effective date of this Agreement, or any amendment thereof. The District will provide a paper copy of this Agreement for members of the Association negotiating team.
- 4.6 At the request of the Association, the District shall furnish the Association with two copies of all county and state required reports as soon as they are transmitted to the county or state, and copies of all budgetary and other information it produces that the Association deems necessary to fulfill its role as the exclusive bargaining representative as soon as it becomes available to the Board.
- 4.7 Whenever the District establishes a committee which includes certificated employees, the Association shall select the teacher committee members providing such selection is made within ten (10) working days after formal notice by the Superintendent of the need. If the Association does not respond within ten (10) working days, the Superintendent may select the teacher committee members.
- 4.8 A committee of Association representatives may participate in the screening committee of administrative personnel applicants and will provide input to the District, which will make the final decision.

ARTICLE 5

Association Security

- 5.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.
- 5.2 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee on a mutually acceptable form, subject to the following conditions:
 - a. Such deduction shall be made only upon submission of the form to the designated representative of the District, duly completed and executed by the employee and the Association.

- b. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 5.3 The Association shall indemnify and hold the District harmless against any and all claims, demands, or liabilities that arise in connection with the Association dues provisions defined herein. The Association shall fully and promptly pay the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against, the District or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section in this Agreement pertaining to association dues. Such costs shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District.

ARTICLE 6

Grievance Procedure

- 6.1 Any grievance which may arise between an employee and the District with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article. Grievant as used in this Agreement is defined as an employee of the District. The Association shall be defined as a "Grievant" within the meaning of this Article for the purpose of resolving those disputes arising from alleged violations of Government Code, Section 3543.1.
- 6.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant or the Grievant's representative and the Grievant's immediate supervisor, who will answer within seven (7) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis for the grievance.
- 6.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance, in writing, by either the Grievant or the Grievant's representative to the Superintendent, who shall answer, in writing, within eight (8) calendar days. The second step shall be taken within ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated, and the specific remedy sought.
- 6.4 Step Three: If a grievance is not resolved in the second step, the third step shall be referral by the Association to mediation within ten (10) workdays of the answer in Step Two. Whenever a grievance is referred to mediation, either party shall request

that the California State Mediation and Conciliation Service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the Mediator has released the parties from the mediation process, or, after two (2) mediation sessions have occurred, either party may refer the grievance to Step Four.

- 6.5 (a) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Grievant to arbitration. Referral by the Grievant shall only be with approval of the Association. The fourth step shall be taken within twenty (20) calendar days of the conclusion of the mediation process.

(b) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the Grievant are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The District and the Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and whose compensation and expenses shall be borne equally by the District and the Association. The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses. Expense items, which are requested by the Arbitrator or by both parties, such as court reporters, transcripts, or room rent, shall be borne equally by the parties. Other expense items, which are requested by only one party, shall be paid for by that party.

(c) The Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the District, the Association, and the Grievant, and shall not in any way add to, disregard, or modify any of the provisions of this Agreement.

- 6.6 Failure by the Grievant to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by mutual agreement.

- 6.7 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the 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.

- 6.8 A Grievant shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement, or other directive, the Grievant shall fulfill or carry out such order, requirements, or directives, pending the final decision of the grievance.

- 6.9 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.
- 6.10 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- 6.11 The Grievant and one conferee will receive time off from instructional duties without loss of pay for the purpose of processing the grievance.

ARTICLE 7

Compensation

- 7.1 Employees shall be paid the salary to which they are entitled as established on Appendix A, "Salary Schedule", attached hereto and made a part hereof.
- 7.2 Employees shall be compensated for their extra and co-curricular activities as illustrated on Appendix B, "Extra and Co-Curricular Activities", attached hereto and made a part hereof.
- 7.3 All salary step increases will be effective on July 1 each year. Employees hired prior to January 1 of any year will be placed on the next higher salary step on the following July 1. Employees hired after January 1 of any year will remain on that step until the second July 1 following the date of employment. Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.
- 7.4 After April 8, 1997, upon initial employment, an employee shall be given credit for up to fifteen (15) years of appropriate teaching experience during the fifteen (15) year period immediately preceding employment by the District in establishing the employee's appropriate placement on the salary schedule. Experience that would be considered appropriate would be public school classroom teaching experience, classroom teaching experience at an international school with an American or International Baccalaureate curriculum, or full-time classroom teaching experience in a public charter school program.
- 7.5 Employees teaching less than 100% shall advance at a prorated rate at the beginning of each school year. Example: If an employee works 20% it would take the employee five (5) years to move one step on the salary schedule. If an employee works 50% it would take the employee two (2) years to move one step on the salary schedule.
- 7.6 Employees shall be advanced from one (1) column to the next based upon earning upper division or graduate course units after the employee has earned an BA degree and been granted a standard credential. In order to receive credit for units

earned, the units must be from an accredited university and related to the teacher's position. Employees requesting Column advancement shall request credit by use of the District form for course approval and shall provide the District with appropriate transcripts of courses by October 1st in order to establish the correct placement on the salary schedule. A committee of two (2) teachers and two (2) administrators shall review all teacher requests for credit for units and shall determine whether or not the units are acceptable and make a recommendation to the Board, which shall make the final decision.

- 7.7 Employees may elect to have their annual salary paid in either eleven (11) or twelve (12) monthly payments. Whenever any employee elects to be paid in twelve (12) monthly payments, payments shall be made pursuant to section 45040 of the Education Code of the State of California.
- 7.8 In the event an employee is assigned additional duties, which in the opinion of the Superintendent and the Board merit additional salary, such salary will be determined by the Superintendent and the Board.
- 7.9 Compensation from an institution referring a student teacher is to be used at the discretion of the master teacher.
- 7.10 Employees who possess a master's degree, resource specialist credential/ educational specialist credential or National Board Certification shall be compensated therefore in the amount of two thousand (\$2,000.00) dollars per year. The resource specialist/or educational specialist credentialed employee will only be compensated if they are actively employed in that position.
- 7.11 In the event that a substitute is unavailable, administration may ask a unit member to cover a class during their preparation period. Teachers shall be compensated at the hourly summer school rate from Appendix B-1 for this duty. Kindergarten through fifth grade teachers that take a portion of an unfilled classroom will be compensated .75 of an hour for a half day and 1.25 of an hour for a full day.
- 7.12 The District will compensate employees who move classrooms at the request of the administration for a total of two (2) days at the employee's daily rate. The employee will fill out an extra duty timesheet for the days worked.

ARTICLE 8

Employee Benefits

- 8.1 All full-time employees and their dependents are eligible to participate in the District's medical, dental, vision, and life insurance benefit programs. For employees hired on or before December 31, 2006, the District will contribute up

to eight hundred nine hundred fifty dollars (\$950.00) per month based upon a twelve month year. Whenever any employee's monthly premium for all insurance coverage exceeds this amount the excess shall be paid equally by the District and the employee by automatic payroll withholding or from the employee's Internal Revenue Service Regulation #125 Plan. The provisions of this first paragraph of Section 8.1 are only applicable to employees who commenced work on or before December 31, 2006.

Employees who were hired and commenced work on or after January 1, 2007, shall be provided with a maximum district contribution of one thousand one hundred (\$1,100.00) per month which shall be paid by the district on behalf of such employees towards the payment of combined premiums for monthly medical, dental, and vision insurance premiums. All premiums in excess of said-one thousand one hundred (\$1,100.00) per month shall be paid solely by the employee each month by automatic payroll withdrawal without further negotiation in order to fully pay all premiums due monthly for such medical, dental, vision, and life insurance premiums.

Employees regularly scheduled to work less than full-time shall be entitled to participate in any or all of the foregoing benefit plans with the District paying a pro-rated contribution toward such plan which has the same ratio to full-time premium payment as the employee's work hours has to full-time work hours. The balance shall be paid by the employee by automatic payroll withholding.

- 8.2 Employees may participate in the tax shelter annuity of their choice with the District providing payroll deduction for this purpose.
- 8.3 Retired employees shall be entitled to receive District-paid benefits as follows:
 - a. Except as otherwise provided below, the District shall provide the same benefits to its retired employees as it provides to its active employees. For employees hired before July 1, 2001, the employee's level of contributions to benefits shall remain fixed until the employee is sixty-five (65) years of age or until the employee is eligible to receive Medicare A and B, whichever comes first. For employees hired on or after July 1, 2001, upon the date of retirement, the District's level of contributions to benefits shall remain fixed.
 - b. A retired employee for the purpose of this section shall be defined as one of the following:
 - (1) A retired employee receiving regular CalSTRS retirement benefits.
 - (2) An employee retired on disability with CalSTRS
 - (3) An employee fifty-five (55) years of age or older who has terminated employment, but is deferring receipt of retirement benefits until age sixty (60), or later.

- c. For any of the above to be eligible for the above-named retirement benefits, the employee must be fifty-five (55) years old at the date of retirement and if hired before July 1, 2005, must have served in the District for ten (10) years. Employees hired on or after July 1, 2005 must have served in the District for fifteen (15) years.
 - d. If an employee in category b.(3) returns to full-time employment as a certificated public school employee in the State of California, all premiums paid by the District while said employee was unemployed will be repaid to the District within one (1) year of being re-employed, by the employee having received the benefits. The benefits will be discontinued immediately upon re-employment.
 - e. The District shall provide health insurance benefits to qualified retired employees until the employee is eligible to receive Medicare A and B.
 - f. In the event the retired employee predeceases the retiree's dependents, the District shall allow the spouse to purchase and continue to receive said benefits.
 - g. If the contract provision is changed or discontinued, personnel on retirement status will continue to receive benefits until eligible for Medicare.
 - h. An employee may waive the District paid benefits for retirees as set forth above and in lieu thereof receive a cash payment at the time of retirement equal to twenty five percent (25%) of the value of the premiums the District would have otherwise paid, but based solely upon the premium rates at the time of retirement and further provided the employee is covered by other appropriate medical insurance benefits.
 - i. The provisions of this Section 8.3 shall only be available to a certificated employee who meets the criteria approved in (a) and who retires from employment with the District and enters into the STRS system, except for an employee who is deferring receipt of retirement benefits pursuant to b(3).
 - j. Employees hired after January 1, 2007 do not qualify for any district retiree benefits and Article 8.3 does not apply to them.
- 8.4 Pursuant to Internal Revenue Service Regulation #125 the District offers cafeteria plan to covered employees, which includes an annual open enrollment period.

ARTICLE 9

Hours

- 9.1 (a) Except as otherwise provided below, the working school year shall be one hundred eighty-four (184) days including one hundred eighty (180) instructional

days and four (4) preparation days per school year. There will be two (2) days of orientation before the beginning of the instructional days. One of the other two preparation days may be used by the District for Staff development during the school year.

The other preparation day may be used for a working day at the employee's discretion, sometime during the fiscal year which runs from July 1 to June 30. Unit members must notify the District of the date the final preparation day was used. For employees classified as counselors, the school year shall consist of one hundred ninety-four (194) days, with compensation at the employee's regular daily rate for all ten days over the regularly scheduled one hundred eighty-four (184) day year for teachers.

(b) Notwithstanding any of the foregoing, the District may establish additional staff development days outside of the one hundred eighty (180) instructional days and the four (4) preparation days. If possible, such days shall be scheduled during the week before school starts each year with notice to the staff prior to the end of the previous school year or as early as practicable. Attendance by the staff will be voluntary and compensated therefore at the employee's regular daily pay rate.

9.2 The length of the teacher work day, including preparation time, and time required before and after school shall not exceed six and one-half (6-1/2) hours, except for meetings as scheduled in 9.10 of this Article.

9.3 Beginning with the 1984-85 school year the minimum annual instructional minutes shall be as follows:

Kindergarten	36,000 minutes per year
Grades 1-3	50,400 minutes per year
Grades 4-8	54,000 minutes per year

For those grades, which had instructional minutes equal to or greater than those annual instructional minutes set forth above during the 1982-83 school year, those daily and annual instructional minutes shall be maintained in the future.

For those grades, which did not meet the annual minimum instructional minutes set forth above during the 1982-83 school year, instructional minutes shall be increased to the levels set forth above beginning with the 1984-85 school year. The District Superintendent shall establish the actual class schedule including starting and ending times as well as recesses and lunch periods, after consultation with the Association.

9.4 The District shall provide minimum days for evening events, Open House, Valentine's Day, Back to School Night, days prior to Winter Break and Easter (providing spring vacation is not held prior to Easter Sunday), and one (1) day for parent conferences, whenever the evening parent conferences are at least one and one-half (1-1/2) hours in duration. Up to three (3) additional minimum days shall be allowed for parent conferences. The minimum day for Open House shall be observed on the

Friday of the week during which Open House occurs. The minimum day for Back to School Night, shall be observed on the Friday before Thanksgiving break. Whenever Halloween falls on a Sunday, Monday, Tuesday, Wednesday or Thursday, the next school day will be a full day for parent conferences. When Valentine's Day falls on a Saturday or Sunday the Friday before shall be a minimum day. Definition of minimum day:

Grades 1-3 is 230 minutes

Grades 4-8 is 240 minutes Kindergarten is 180 minutes

- 9.5 Teachers are required to report to their classes thirty (30) minutes prior to the school's starting time and must remain at school until the end of the scheduled work hours, with a duty-free lunch period. Teachers can leave right after students on administrative approved minimum days.
- 9.6 Sixth, seventh and eighth grade teachers, with a seven-period day, shall have no more than thirty (30) periods of student contact per week. This means that such teachers shall have no more than thirty (30) teaching periods per week. Sixth, seventh and eighth grade teachers, with a six-period day, shall have no more than twenty-five (25) periods of student contact per week. This means that such teachers shall have no more than twenty-five (25) teaching periods per week. This language would apply to sixth grade teachers provided a sixth through eighth grade middle school schedule is in place.
- 9.7 Sixth, seventh, and eighth grade teachers shall have five (5) unassigned periods per week set aside exclusively for preparation and planning, except, however, whenever a teacher's regularly scheduled preparation period conflicts with activities such as student assemblies, those preparation periods may be canceled or rescheduled for up to a maximum of four (4) times per school year. Student assemblies will be staggered whenever practicable, and teachers shall be equitably assigned. This language would apply to sixth grade teachers provided a sixth through eighth grade middle school schedule is in place.
- 9.8 Elementary school teachers (grades 4, 5, and 6) shall have an average of five (5) unassigned periods per week set-aside exclusively for preparation and planning. These periods are to be set according to the continued employment of the art teachers, P.E. teacher, music teacher, and librarian. This language applies to sixth grade teachers if they are not included in a middle school schedule.
- 9.9 Every teacher shall be entitled to one (1) duty-free, uninterrupted lunch period each day. The lunch period shall be equivalent to the student lunch period.
- 9.10 Meetings and Required Activities.
 1. Attendance at faculty meetings for purposes of conducting school business may be required by the Administration for a period not to exceed seventy

(70) minutes. Monday or Thursday shall be reserved for Administration-called faculty meetings. All teachers shall attend unless excused by the Administration. Teacher notification of meetings will, when possible, be at least one (1) week in advance. If the time necessary for the meeting will exceed seventy (70) minutes, a minimum day will be declared by the Administration. Length of the meeting is to be determined by the Administration. The starting time of afternoon faculty meetings shall be no later than one-half (1/2) hour after class time has ended. Morning meetings may be scheduled on Monday, Wednesday, or Thursday, but shall not start earlier than 7:30 a.m. Morning meetings may be scheduled on Tuesday with the consent of the Association. There shall be no more than one (1) morning meeting per week without the consent of the Association.

2. Teachers shall be required to attend evening events, Back-To-School Night, Open House, and other student activities at the request of the Administration.
3. Tuesdays shall be set aside for Association meetings. No other administration/teacher meetings will be held on Tuesdays without the consent of the Association.
4. Minimum days set aside for PLC (professional learning communities) are to be used for teacher collaboration and planning. Regular contract hours apply to PLC days. These are separate from monthly district collaboration meetings.
 - a. Sixty (60) minutes of each PLC Wednesday will be allocated to PLC activities. The remaining time will be used for planning and meeting purposes at the teachers' discretion until the end of contract time (3:10pm).
 - b. Agendas for PLC meetings will be set and driven by the five essential questions and agreed upon by the PLC team, including site administrators:
 - i. What do we expect all students to learn? (ex. standards, pacing guides, essentials questions)
 - ii. How will we know if they learned it? (ex. benchmark assessments, assessments both formal and summative)
 - iii. How will we respond if they don't learn it? (Reteach, differentiation, intervention)
 - iv. How will we respond if they do learn it? (ex. extension activities, next lessons, differentiation)
 - v. What can we do to improve SEL strategies and foster positive student behavior?
 - c. Notes from the PLC meeting shall be sent to all PLC team members, including site administrators, at the end of each meeting.
 - d. On PLC Wednesdays, no staff, committee, or other meetings that may interfere with PLC time shall be scheduled.
 - e. Any PLC decision that cannot be agreed upon within designated PLC time will be continued during the next PLC session with input from all interested parties.

- f. All PLC teams will establish and agree upon Team Norms at the beginning of the school year.
 - g. All certificated staff members will participate in a PLC team.
- 9.11 Site administrators shall determine students' recess schedules in association with teachers.
- 9.12 Teachers shall be relieved from supervision before and after classroom hours.
- 9.13 Positions on Appendix B-1 will be advertised yearly.

ARTICLE 10

Safety (Public Charges)

- 10.1 Any citizen or parent-written complaint about a teacher shall be reported immediately to the teacher by the administrator or Board member receiving the complaint.
- 10.2 Should the involved teacher or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the teacher shall schedule a meeting with the complainant.
- 10.3 If the matter is not resolved at a meeting to the satisfaction of both parties, the teacher shall initial and date the written complaint and prepare a written response to such complaint, if desired and appropriate. The response shall be attached to the written complaint, and filed in the teacher's personnel file in the District office. If the teacher challenges the truth of the allegations contained in the complaint, the teacher may present evidence to rebut these allegations to the administration and the Board, and a finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint. The failure by the teacher to file a rebuttal shall not be construed as an admission by the teacher that the allegations contained in the complaint are true.
- 10.4 If a teacher finds an individual undesirable within a classroom, the administration shall review the situation and take appropriate action.

ARTICLE 11

Sick Leave

- 11.1 Employees employed five (5) days per week shall be entitled to ten (10) work days leave of absence for illness or injury with full pay for each school year of service. Employees employed less than five (5) days per week shall be entitled to a proportionate amount of sick leave. Unused sick leave shall be accumulated without

limitation. In September of each year the District will provide each employee with a statement of the employee's accumulated sick leave. New employees with accumulated sick leave from other California school districts may transfer unused sick leave to the District pursuant to the Education Code of the State of California.

- 11.2 Sick leave shall be allowed for an absence due to: (a) the inability of an employee to be present to perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment; (b) personal medical or dental appointments which are impractical to schedule outside of the regular working hours.
- 11.3 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made.
- 11.4 Employees returning to work from sick leave after surgery, a serious illness of greater than three (3) consecutive work days, or a contagious disease, upon request of the District, must provide a doctor's release certifying medical permission to return to work.
- 11.5 When an employee is absent from duty for a period of five (5) school months or less and there is not sufficient sick leave to cover such time, the amount deducted from the salary due, for the time which the absence occurs, shall not exceed the sum paid a substitute employed to fill the position during the employee's absence, or fifty percent (50%) of the normal salary due, whichever is less, or if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed.
- 11.6 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 11.7 Unused sick leave shall be used to grant the employee service credit for the purpose of computing length of service for retirement benefits under the State Teachers Retirement System.
- 11.8 Whenever it becomes necessary to employ a substitute teacher after normal working hours a teacher shall obtain a substitute teacher by entering the request for a substitute into the online substitute finder system. Whenever the need for a substitute teacher is known well in advance, teachers will secure their substitutes in Aesop. Whenever the teacher obtains his or her own substitute, the teacher shall enter the substitute request into the online system.
- 11.9 An early out is defined as a certificated employee leaving prior to the end of contract time. An early out is subject to authorization by a site principal or designee with a minimum 24 hours of notice. An early out may only be taken between 2:30 pm and 3:10 pm. An employee needing to leave prior to 2:30 pm will be required to take either a half or full day absence. Time equal to the time approved for the early out will be deducted from the employee's accumulated sick leave balance under the appropriate

category. Employees will document their need for leave time using Frontline/Aesop. A teacher wishing to request an early out must also secure class coverage, if necessary, for the time requested. Teachers who cover a class due to an early out, will be compensated at their hourly Summer School Teacher/Direct Student Support rate from Appendix B-1 for the time spent providing coverage.

ARTICLE 12

Personal Necessity Leave

- 12.1 Employees may use a maximum of seven (7) days of accumulated sick leave in any school year for personal necessity leave for the following purposes:
- a. Death of a member of the immediate family when additional leave is required beyond that provided under bereavement leave up to a maximum of two (2) days.
 - b. Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
 - c. Appearance in any court as a litigant, or as a witness under subpoena.
 - d. Death of a close personal friend.
 - e. Up to seven (7) days of the days set forth above may be used at the discretion of the employee. Employees may not use more than four (4) consecutive discretionary days without prior administrative approval.
 - f. Illness of a member of the immediate family as defined in the bereavement leave provisions which is of such a nature that the immediate presence of the employee is required during the employee's workday. Medical evidence may be required by the District.
 - g. Paternity leave for the birth of a child making it necessary for an employee who is the father of the child to be absent from his position during assigned working hours.
 - h. Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which circumstances the employee cannot reasonably be expected to disregard and which require immediate attention of the employee during the employee's assigned work hours.
 - i. To conduct legal or business affairs of a personal nature and not of a commercial nature, which could not reasonably be expected to be conducted during non- school hours. Commercial nature is to be defined as "a business operated for profit."

Personal necessity leave must be taken in increments of not less than one-half (1/2) day.

- 12.2 All requests for personal necessity leave shall be presented to the immediate supervisor as far in advance as possible. Such requests shall state the nature of the personal necessity, the period of time to be absent, and the steps taken to ensure an adequate instructional program by the substitute employee.

ARTICLE 13

Industrial Disability and Illness Leaves

- 13.1 Employees shall be eligible for leave of absence with pay because of work related disability or illness which the District's workers' compensation claims administrator considers a valid claim.
- 13.2 Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence.
- 13.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the employee for the same illness or injury.
- 13.4 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of no more than their full salaries.
- 13.5 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 13.6 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving temporary disability indemnity payments, the employee shall be entitled to utilize only so much of the employee's sick leave and vacation leave, which, when added to temporary disability indemnity, will result in a payment to the employee of no more than a full day's wage. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 13.7 The District may require a written statement from a physician verifying an employee's need to be absent under this leave as well as the employee's ability to return to work.

ARTICLE 14

Pregnancy Disability Leave

- 14.1 Employees may be granted pregnancy disability leaves pursuant to State and Federal law governing family care and medical leaves.
- 14.2 Any employee may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of sick leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician, provided that such verification demonstrates to the District that such leave is for disability purposes. Such pregnancy disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.
- 14.3 The District shall not unlawfully discriminate against any pregnant teacher in her employment as a result of her pregnancy.
- 14.4 In addition to the provisions set forth above, procedures implementing such provisions are set forth in District Policy number 4161.8, which may be modified from time to time by the District, provided, however, that no modifications shall result in a reduction of employee benefits.

ARTICLE 15

FMLA/CFRA LEAVE

- 15.1 Eligible unit members shall be entitled to FMLA/CFRA leave pursuant to the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., and the California Family Rights Act, Govt. Code § 12945.1 et seq. pursuant to the terms and conditions contained in this article.
- 15.2 Purpose of FMLA/CFRA leave:
Eligible unit members are entitled to use FMLA/CFRA leave when they or their child, parent, grandparent, grandchild, sibling, spouse, or domestic partner suffer from a serious health condition such as pregnancy, prenatal complications, the adoption and/or fostering of a child, chronic conditions such as diabetes, long-term conditions such as cancer, hospitalization, or conditions that require ongoing treatment such as dialysis. The serious health condition must prevent the unit member from working or require them to care for their family member who is ill.
- 15.3 Eligibility:
Unit members who have been employed for at least 12 months and who have been in a paid status for at least 1,250 hours during the 12-month period immediately

preceding the commencement of the leave shall be eligible for FMLA/CFRA leave. Unit members who are full-time are presumed to have met the 1,250 hour requirement.

15.4 Notice requirements:

15.4.1 If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the unit member's request for leave. If the unit member fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

15.4.2 If the event necessitating the leave becomes known to the unit member more than 30 calendar days prior to the need for the leave, the unit member shall provide notice as soon as he/she learns of the need for a leave, and at a minimum, 30 days written notice in advance.

15.4.3 If the event necessitating the leave becomes known to the unit member less than 30 calendar days prior to the unit member's need for a leave, the unit member shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

15.4.4 If the need for FMLA/CFRA leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the unit member shall provide reasonable advance notice of the need for the leave and consult with their supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

15.5 Length of leave:

Eligible unit members shall be entitled to a total of 12 work weeks of leave during any 12-month period, which may be taken on a reduced work schedule or intermittent basis as more fully described below. Entitlement to leave for purposes of the birth or placement of a child for adoption or foster care shall expire 12 months after the birth or placement.

15.5.1 The 12-month period referenced in section 15.5 shall be measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA/CFRA leave shall be counted towards the available 12 work weeks within a 12-month period, including intermittent and reduced workload leaves.

15.5.2 Reduced workload leave entitlement is calculated based on cumulative hours

of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly (32.5). Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, and prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will unduly disrupt the unit member's class or other assignment.

- 15.5.3 If a unit member requests intermittent leave or reduced workload leave to care for a spouse, child, or parent or for the unit member's own serious health condition, the unit member may be required to temporarily transfer to an available alternative position for which he/she is qualified and that: (1) has equivalent pay and benefits; and (2) better accommodates recurring periods of leave than the regular position of the unit member.
- 15.6 Unit members shall not be paid during FMLA/CFRA leave. However, they may use their accrued sick leave.
- 15.7 FMLA/CFRA leave shall run concurrently with all other leaves.
- 15.8 The District shall continue to pay its contribution toward unit members' health and welfare benefits while they are on FMLA/CFRA leave.
- 15.9 Time spent on FMLA/CFRA leave in an unpaid status shall not count toward unit member step increases on the salary schedule.
- 15.10 Medical certification/recertification:
Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA/CFRA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Superintendent.

The District may, at its sole expense, require unit members on FMLA/CFRA leave to obtain the opinion of a second health care provider designated or approved by the District. When the second opinion differs from the first, the District may require, at its sole expense, that the unit member obtain the opinion of a third health care provider designated and approved jointly by the District and the unit member. The employer and the employee must each act in good faith in an attempt to reach an agreement on whom to select as the third opinion provider. The opinion of the third health care provider shall be considered final and binding on the District and the unit member.

15.11 Reinstatement upon return from leave:

Upon return from FMLA/CFRA leave, a unit member shall be restored to the position they held when their leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the unit member is able to perform the essential duties of the position.

15.11.1 If FMLA leave was due to a unit member's own serious health condition, prior to returning to work, the unit member shall provide certification from their health care provider that he/she is able to resume the essential duties of the position.

ARTICLE 16

Leave of Absence Without Pay

- 16.1 Leave of absence without pay may be granted at the discretion of the Board for up to one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. All applications for leave of absence shall be presented in writing, except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly established by the District in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the former position and working conditions, providing that the employee is capable of performing such duties of the former position, except, however, if there has been a reduction of forces or the position has been eliminated during such leave, the employee will be returned to a similar position the employee would have been eligible for had there not been a leave of absence. Notwithstanding the foregoing, however, the Superintendent may approve leaves of absence without pay for up to sixty (60) calendar days.
- 16.2 Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.
- 16.3 If an employee fails to return immediately on the expiration of a leave of absence, or if the employee accepts other full-time employment while on a leave of absence, the employee will thereby forfeit the leave of absence and terminate employment with the District.
- 16.4 Employees on a leave of absence without pay may, at their option and expense, maintain any or all of the benefit programs set forth in section 8.1, providing the applicable insurance carrier approves, and further provided that the employee pays the full premium monthly in advance to the District.
- 16.5 Leaves of absence without pay for religious purposes may be granted under the provisions of this Article.

ARTICLE 17

Bereavement Leave

- 17.1 An employee shall be entitled to a maximum of five (5) days, or up to six (6) days for one-way travel in excess of 300 miles from Yreka, leave of absence without loss of salary for the death of any member of the employee's immediate family or reproductive loss event. The foregoing leave shall not be deducted from the employee's accumulated sick leave. An employee may also use up to two (2) days personal necessity leave in addition to the bereavement leave included herein.
- 17.2 Member of the "immediate family" is defined as brother-in-law, brother, daughter (stepdaughter, foster daughter), father (stepfather, foster father), father-in-law, grandfather, grandmother, granddaughter, grandson, husband, mother (stepmother, foster mother), mother-in-law, sister and sister-in-law, son (stepson, foster son), son-in-law, daughter-in-law, wife, or any relative living in the immediate household of the employee. An employee can take reproductive loss leave following their own reproductive loss event or that of another person- such as a spouse or partner- if the employee would have been the parent of the child born or adopted.

ARTICLE 18

Jury Duty

- 18.1 Employees are entitled to leave with pay to serve on a jury.
- 18.2 When an employee is granted leave for jury duty, the employee shall endorse any juror's fees, excluding mileage and meal allowance, to the District.

ARTICLE 19

Association Leave

- 19.1 The Association as a whole may use up to a total of seven (7) days of leave per school year to be utilized for service center activities, state or national conferences, workshops, or for conducting business pertinent to Association affairs. Up to three (3) unused association days may be carried over to the following year, not to exceed a balance of ten (10) days. The Association shall give the District at least one (1) day advance notice when such leave is requested.

- 19.2 The Association shall reimburse the District for the actual cost of the substitute hired to fulfill the duties of the employee on association leave.

ARTICLE 20

Transfers

- 20.1 The District reserves its right and authority to transfer employees as necessary in order to best meet the needs of the District.
- 20.2 Whenever a bargaining unit vacancy arises to which no qualified unit employee has expressed an interest in transferring, the District shall provide written notice of the position to YEFA and its bargaining unit employees at least (5) calendar days before posting the position publicly, to permit bargaining unit employees to apply to transfer to the vacant position. In such cases, the District shall consider the transfer request of each YEFA bargaining unit applicant before considering any external applicant and shall interview every such YEFA bargaining unit applicant qualified for the vacant position. The decision to fill a vacant YEFA bargaining unit position shall remain the District's.
- 20.3 If an employee's transfer request is not granted, upon request of the employee the reasons for not granting the transfer request shall be provided in writing. In addition, if the employee so desires, a meeting will be scheduled with the appropriate District representative in order to allow the opportunity for the employee to discuss the reasons the transfer request was not granted. If the employee is not satisfied with either the oral or written reasons, the employee may, at the employee's request, be given the opportunity to discuss the reasons for the denial with the Superintendent.
- 20.4 Prior to the involuntary transfer of an employee, at the employee's request, the reasons for the involuntary transfer shall be provided in writing, and in addition, the employee shall be given an opportunity for a personal discussion with the appropriate District representative to discuss the reasons for the involuntary transfer. Employees shall be involuntarily transferred only with good and sufficient cause.
- 20.5 Prior to the last day of the school year insofar as is practicable, all teachers shall be advised of their school and grade level assignments for the ensuing year.

ARTICLE 21

Employee Evaluations

- 21.1 Every probationary certificated employee shall be evaluated by the administration in writing at least one time each school year no later than March 1.

- 21.2 Except as otherwise provided herein, every permanent certificated employee shall be evaluated by the administration in writing at least once every other year, no later than March 1. Employees with permanent status who have been employed at least ten (10) years with the District, are highly qualified, as defined in 20 U.C.S. § 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five (5) years if the employee and the evaluator consent to this schedule. Either the evaluator or the employee may withdraw consent at any time.
- 21.3 The evaluatee shall receive a copy of the evaluation, and concurrently therewith, the evaluator and the certificated employee shall meet and confer concerning the content of the written evaluation.
- 21.4 Any certificated employee who received a negative evaluation shall, upon request, be entitled to one subsequent observation conference and written evaluation.
- 21.5 In the event that a dispute concerning an evaluation arises and such dispute is resolved in favor of the evaluatee, the evaluation shall be supplemented to reflect the favorable resolution of the dispute.
- 21.6 If no favorable resolution is reached, the certificated employee has the right to submit a written statement of facts and circumstances concerning the dispute, which statement shall become a part of the evaluation record.
- 21.7 The evaluation records shall be kept in the teacher's personnel file.
- 21.8 A joint committee of two (2) teachers and two (2) administrators shall be established for the purpose of reviewing and revising where appropriate the existing evaluation form, subject to final approval of the parties. The Association shall appoint the two (2) teacher members of the joint committee, and the Superintendent shall appoint the two (2) administrative members of the joint committee. This committee shall be reactivated as soon as practicable after execution of this amendment.
- 21.9 (a) The evaluator or observer should be aware of the particular school and classroom situation before observing and evaluating. The possibility of pre-planning the use of observation time will exist between the evaluator and evaluatee.
- (b) The evaluatee's different subjects and ability levels should be observed.
- (c) Block time observations should be used so that the evaluator may observe the entire scope of a particular lesson, activity, or unit.
- (d) Evaluatee may request another observer or additional observations, provided those invited individuals are evaluators elsewhere in the District

(Superintendent, Assistant Superintendent, Principal or Curriculum Coordinator).

(e) Formal observations are to be made using the District approved observation form and the mutually agreed upon evaluator/evaluatee program previously established. Each formal observation shall be followed by an informal conference and written report as soon as possible but not to exceed ten (10) school days. Succeeding observations should be used as a follow up based upon suggestions made at previous observations. Improvement or lack of improvement should be noted.

(f) At each formal evaluation conference to be held by the last workday prior to Christmas and March 1, a signed copy of the annotated evaluation form shall be given to the evaluatee.

(g) The evaluation form and any previous planning and evaluation material shall serve as the basis for dialogue at the conference.

(h) The evaluator shall hold all evaluation forms for seven (7) days. The employee has the option to disagree with the evaluation given. In the event of unresolved differences, the employee must register all disagreements in writing, a copy of which is to be sent to the Superintendent's office with the evaluation form at the end of the seven-day waiting period. The written disagreement shall be attached to the evaluation form being placed in the employee's personnel file.

ARTICLE 22

Personnel Files

- 22.1 Each certificated employee shall have a copy of all materials in the employee's confidential/personnel file. Nothing may be added to, or removed from, the confidential/ personnel files without prior employee knowledge.
- 22.2 Access to confidential/personnel files shall be limited to the members of the District Administration and members of the School Board. From the personnel files, only the records of professional growth shall be made available to the evaluation committee. School Board members may request the review of a teacher's file at a personnel session of the School Board. The contents of all confidential/personnel files shall be kept in the strictest confidence.

- 22.3 Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.
- 22.4 A log shall be kept in each employee's personnel file, indicating the name of the individual, the date, and the reason for examination of the employee's file.
- 22.5 Information retrieved from an employee's personnel file by a District Administrator or Board member shall not be used in a discriminatory, arbitrary, or capricious manner.

ARTICLE 23

Layoff

- 23.1 The parties acknowledge the District's right as established by California law to lay off employees based upon the needs of the District. The following provisions constitute complete agreement on all items within the scope of negotiations relative to layoff of employees. It is agreed and understood that no further negotiation relative to layoff shall be required.
- 23.2 Whenever it becomes necessary to lay off employees, the District shall follow the applicable provisions of the Education Code of the State of California as supplemented by the provisions of this Article.
- 23.3 An employee who is laid off shall be eligible to continue existing District-paid benefits as set forth in section 8.1 through August 31, or until the employee is covered by other group insurance benefits through employment, whichever is earlier.
- 23.4 Re-employment of employees who are laid off shall be governed by Section 44956 for permanent employees and Section 44957 for probationary employees of the California State Education Code.
- 23.5 Offers of re-employment (other than on a substitute basis) shall be either personally served or made via U. S. First Class Mail addressed to the last known address and shall include details of the vacancy offered, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee's signature. Failure to so reply within ten (10) calendar days from service of the offer of re-employment shall be deemed a refusal of the offer of re-employment. It is the responsibility of each employee with re-employment rights to file with the District office a current mailing address. The District will notify all laid-off employees of all certificated position vacancies, which occur while the laid-off employee has re-employment rights.

- 23.6 An employee who is laid off and subsequently rehired during the period of re-employment rights shall have the accrued sick leave balance as of the date of layoff reinstated.

ARTICLE 24

Class Size

- 24.1 A joint committee of two (2) teachers and two (2) administrators shall be appointed to study class size. Said committee shall issue a report stating class size by grade level with results submitted to the Association and Board.
- 24.2 Should the desired average be exceeded in certain specified instances, the additional pupils will be distributed as equally as possible among the teachers assigned to that grade level or subject area.
- 24.3 If it is necessary to establish additional classes, those new classes shall receive supplies, aides, and other costs equal to all other classes of that grade level.
- 24.4 The District shall make every effort to maintain class sizes within the range specified by grade level. In the event that a class size exceeds the Desired Max in the table below, the teacher shall be compensated at a rate of \$5.00/day/student over the Desired Max. The rate shall be paid for days enrolled, not days attended, and will be paid as an extra duty stipend at the end of the year.

GRADE	IDEAL	DESIRED	RANGE
		MAX	
TK	15	20	17-20
K	15	20	17-20
1	18	22	20-22
2	20	24	22-24
3	20	24	22-24
4	24	27	24-27
5	24	27	24-27
6	24	27	24-27
7	25	30	25-30
8	25	30	25-30

ARTICLE 25

Peer Assistance and Peer Review (PAR) Program It was agreed to “archive” Article 25.

ARTICLE 26

Employee Job Sharing

26.1 Definition: Job sharing shall refer to two (2) employees sharing one (1) full-time position.

26.2 General Provisions:

- a. Entry into the program shall be voluntary and at the request of the employee.
- b. There shall be no minimum age of entry into the program.
- c. For the first year, there will be no more than two (2) shared job agreements in the District.
- d. Each job sharing arrangement shall be for up to one (1) year and the employee bargaining unit member may request to continue in the program following approved procedures.
- e. If at the end of a job sharing contract an employee bargaining unit member elects to return to full-time teaching, the employee bargaining unit member will be returned to the position vacated prior to the job sharing whenever practicable.
- f. Former full-time employees will maintain their positions of seniority. They will progress on the salary schedule per Article 7.5.
- g. Employees bargaining unit members in these programs shall be entitled to all the rights and benefits of full-time employees bargaining unit members which are mandated by law.
- h. Contributions to the State Teachers Retirement System (S.T.R.S.) and health benefits shall be proportionate to the time served and salary earned.

26.3 Procedures to be followed in initiating a job sharing arrangement: In establishing a job sharing arrangement, these steps will be followed:

- a. Prior to March 1, the interested employee shall develop a proposal describing how they would share a job.
- b. The proposal shall include:
 - (1) Verification that the employees involved are acceptable to one another.
 - (2) Assurance that individual curricular strengths and enthusiasms of the participants are being used adequately.
 - (3) A general plan, which explains tasks, schedules, and curriculum programs.

- (4) Plan for establishing a reliable way of communicating with each other, students, staff, and parents.
- 26.4 The proposal will be reviewed by the Principal of the school and the superintendent, with the employees involved.
- 26.5 District management will have authority to approve or disapprove and transmit the decision to the Principal of the school and employees involved along with their written rationale for the decision.
- 26.6 In the event one teacher is unable to complete the job-sharing contract, the remaining teacher shall have the opportunity of recommending a new job-sharing partner.

ARTICLE 27

Miscellaneous

- 27.1 Employees shall not be absent from school during their scheduled assignment or from a class without notifying and receiving permission from their immediate supervisor or authorized representative. If it is necessary for an employee to leave the work site during working hours, except during the employee's duty-free lunch period, permission must be received from the supervisor or authorized designee.
- 27.2 If an employee needs to be absent from duty, notice must be given to the District, except in the event of an emergency. The District should be notified prior to the day of absence. It is the responsibility of the employee to see that the class roll book, lesson plans, and other pertinent material necessary to conduct the class are made available.
- 27.3 Either party may utilize the services of outside consultants to assist in the negotiations.
- 27.4 Leave provisions, in addition to those set forth in this Agreement, which are also covered by the Education Code of the State of California, are as follows:

Section 44800, Effect of Active Military Service on Status of Employees (policy number 4161.5).

Section 44801, Leave of Absence For Employees Elected to the Legislature. Section 44043.5, Catastrophic Leave Program (Policy #4161.9)

Sections 44966, 44967, 44968, 44968.5 and 44969, Leaves of Absence For Study and Travel (Sabbatical, policy number 4161.3).

District policies set forth above may be amended from time to time; however, no such amendment will result in a reduction of employee benefits.

- 27.5 The District may grant paid release time to teachers for the purpose of attending workshops or observing other classes in action. The cost of the substitute teacher, if any, shall be paid by the District. Any expenses incurred by the teacher will be paid by the teacher. Credit may be earned toward professional growth on the salary schedule; while attending workshops on paid release time, if the teacher pays all costs of the program, except the cost of a substitute. If the District requests that teachers attend workshops or other release time activities, the expenses incurred by the teachers shall be borne by the District pursuant to the District's policy on employee expenses.
- 27.6 Individual employment contracts shall be consistent with the provisions of this Agreement.
- 27.7 Whenever any employee submits a resignation from employment, such resignation shall remain revocable until such time as the Superintendent or his or her designee officially accepts such resignation.
- 27.8 Upon written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, or any other plans or programs approved by the Siskiyou County Superintendent of Schools office.
- 27.9 All teachers who participate in the production of tapes, publications, or other produced educational materials shall retain residual rights should they become copyrighted or sold by the Board.
- 27.10 All certificated personnel, individually or in groups, may discuss any issue which concerns educational or school policies of any nature with their building administrator at any time mutually acceptable to the parties involved.
- 27.11 Certificated personnel may meet informally at any time when other duties are not required, without the building administrator being present, to discuss any issues of concern.
- 27.12 Any issues of mutual concern within the scope of negotiations may be subject to discussion at any time.
- 27.13 Annually, the District will examine the feasibility of the golden handshake program. The implementation will be at the discretion of the District. The district agreed to provide a one time early retirement notification incentive of \$18,500 dollars for employees planning to retire at the end of the 2019-2020 school year. To be eligible for the incentive, employees must notify the district no later than December 15, 2019 of their intent to retire.
- 27.14 The Yreka Union School District will use direct deposit to deposit payment for certificated staff.

ARTICLE 28

Savings Provision

- 28.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Following any such court action, either party may give written notice to the other of its desire to enter into negotiations on the subject matter at the next general bargaining session, unless mutually agreed to be done earlier, without utilizing its right to reopen negotiations on an article of the Agreement as set forth in Section 32.1.
- 28.2 Teacher benefits which are brought about by the amendment or addition of statutory guarantees now provided in California law shall be incorporated into this Agreement.

ARTICLE 29

Effect of Agreement

- 29.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 30

Emergency Provision

- 30.1 The District retains the right to amend, modify, or rescind policies, regulations, and practices referred to in this Agreement in cases of emergency. For the purpose of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster.

ARTICLE 31

Entire Agreement

- 31.1 Except as specifically provided in Article 32 (Term), during the term of the Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not. Notwithstanding the foregoing, however, either party may,

at any time, open negotiations on the subject of the school calendar.

ARTICLE 32

Term

- 32.1 This Agreement, having taken effect as of the day and year first above written, shall continue in full force and effect until the first day of July 1, **2024** If either party desires to make changes to the Agreement upon expiration, written notice of the proposed articles and subjects to be changed shall be given by either party by April 1st. of the year preceding expiration.
- 32.2 During the term of this Agreement, for each school year either party may reopen negotiations on Article 7 (Compensation), Article 8 (Employee Benefits), and two additional articles chosen by each party. No other articles shall be opened except upon the mutual written agreement of both parties. Written notice of the proposed articles and subjects to be changed shall be given by either party by April 1st, prior to the school year under negotiations.
- 32.3 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory agreement is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 32.4 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing, and duly signed by each.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

YREKA UNION SCHOOL DISTRICT


Florrine Super, President, Board of Trustees


Lorraine Joling, Interim Superintendent

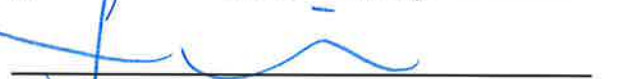
YREKA ELEMENTARY FACULTY ASSOCIATION
CTA/NEA


Beth Sandahl, Negotiation Chairman


Shanna Schack, Association Representative


Annie Baker, Association Representative


Michele Freeze, Association Representative


Jessica Bammerlin, Association Representative

APPENDIX A-2**Teacher Salary Schedule****Effective: July 1, 2022-June 30, 2023** (with 8% salary increase)

(Presented to Board for Adoption: June 13, 2023)

EFFECTIVE 7/1/2023

STEP	Column 1 BA + 30	Column 2 BA + 45	Column 3 BA + 60	Column 4 BA + 75	Column 5 BA + 90
1	59,914	60,296	60,682	61,068	61,449
2	60,296	60,682	61,068	61,449	63,663
3	60,682	61,068	61,449	63,663	65,955
4	61,068	61,449	63,663	65,955	68,329
5	61,449	63,663	65,955	68,329	70,792
6	63,663	65,955	68,329	70,792	73,338
7	65,955	68,329	70,792	73,338	75,979
8	68,329	70,792	73,338	75,979	78,715
9	70,792	73,338	75,979	78,715	81,546
10	73,338	75,979	78,715	81,546	84,481
11	75,979	78,715	81,546	84,481	87,524
12	78,715	81,546	84,481	87,524	90,674
13	78,715	81,546	84,481	87,524	90,674
14	78,715	81,546	84,481	87,524	90,674
15	80,767	83,598	86,533	89,576	92,726
16	80,767	83,598	86,533	89,576	92,726
17	80,767	83,598	86,533	89,576	92,726
18	82,819	85,650	88,585	91,628	94,778
19	82,819	85,650	88,585	91,628	94,778
20	82,819	85,650	88,585	91,628	94,778
21	84,871	87,702	90,637	93,680	96,830
22	84,871	87,702	90,637	93,680	96,830
23	84,871	87,702	90,637	93,680	96,830
24	86,923	89,754	92,689	95,732	98,882
25	86,923	89,754	92,689	95,732	98,882
26	86,923	89,754	92,689	95,732	98,882
27	88,975	91,806	94,741	97,784	100,934
28	88,975	91,806	94,741	97,784	100,934
29	88,975	91,806	94,741	97,784	100,934
30	91,027	93,858	96,793	99,836	102,986

APPENDIX B-1**Extra and Co-Curricular Activities****Effective: July 1, 2024-June 30, 2027****(Presented to Board for Adoption: June 18, 2024****EFFECTIVE 7/1/2024**

	Compensation for extra and co-curricular duties will be as set forth below:			
1	LEAD TEACHER GOLD STREET SCHOOL (Only if NO Full-Time Assistant Principal)		\$2,528.01	per year
2	LEAD TEACHER EVERGREEN STREET SCHOOL (Only if NO Full-Time Assistant Principal)		\$2,528.01	per year
3	LEAD TEACHER JACKSON STREET SCHOOL (Only if NO Full-Time Assistant Principal)		\$2,528.01	per year
4	ELPAC ASSESSMENT MENTOR (Only if NO ELD teacher)		\$2,219.04	per year
5	ATHLETIC DIRECTOR		\$3,742.28	per year
6	MORNING/NOON SUPERVISOR		\$50.80	per hour
7	MUSIC ACTIVITIES SUPERVISOR		\$2,096.99	per year
8	STUDENT ACTIVITIES ADVISOR three positions (K-3) (4-6)(7-8)		\$2,096.99	per year
9	GATE PROGRAM COORDINATOR/TEACHER (This position will only be filled if the duties are not performed by a GATE teacher)		\$4,193.98	per year
10	SUMMER SCHOOL TEACHER/DIRECT STUDENT SUPPORT per hour (Includes Kindergarten screening during Summer, 2 hours Family Life Prep for 6th-8th grade Family Life Instructors)		\$50.80	per hour
11	CROSS COUNTRY COACH (an additional coach to be added if over 40 participants)		\$1,497.85	per year
12	HEAD VOLLEYBALL COACH		\$1,497.85	per year
13	HEAD BASKETBALL COACH		\$2,696.13	per year
14	TRACK COACH		\$1,497.85	per year
15	CHEERLEADER COACH		\$2,696.13	per year
16	INTRAMURAL BASKETBALL COACH (1 Evergreen) (2 Jackson)		\$1,198.28	per year
17	OUTDOOR SCHOOL		\$197.46	per year
18	YEARBOOK SUPERVISOR		\$1,497.85	per year
19	SKI CLUB ADVISOR		\$1,497.85	per year
20	GRADUATION/FUNDRAISING SUPERVISOR		\$1,497.85	per year

APPENDIX C

Health and Welfare Plans

1. There are currently six (6) Anthem Blue Cross PPO Health Plans including prescription drugs through California Valued Trust (CVT). Alternative medical plan options may be established by the Parties. Employees may change medical plan annually pursuant to the open enrollment provisions of CVT.
2. Life insurance through MetLife.
3. Delta Dental plan of California through CVT, 70/30 co-payment for Basic, Crowns, and Cast Restoration for the first year, with a two thousand dollar (\$2000) maximum per patient per calendar year.
4. Vision Service plan through CVT.