

COLLECTIVE BARGAINING AGREEMENT
Between
The DENAIR UNIFIED
SCHOOL DISTRICT



*Where students are family
and learning comes to life!*

And
The DENAIR UNIFIED TEACHERS'
ASSOCIATION/CTA/NEA
July 1, 2019-June 30, 2022

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PREAMBLE

The Denair Unified School District (the “District”) and the Denair Unified Teachers Association (the “Association” or “DUTA”), recognizing that our children are our future, value and appreciate each student and will provide quality education through a positive learning experience in cooperation with the home and community, while developing learning and social skills necessary for maximizing their life-long learning potential.

This Agreement is entered into with the preceding philosophy and the belief that teachers are professionals. Professional behavior implies a set of high standards, self-motivation, awareness of tasks, and willingness to perform. Therefore, the professional teacher manifests: (a) the mastery of a sound educational philosophy and its skillful application in the art of teaching; (b) readiness to assimilate significant new points of view and to adjust instructional practices to accommodate changes; (c) a thorough understanding of students’ psychological behavior and physiological development and the ability to utilize effectively this fundamental information in instruction; and (d) skill in directing and guiding students as they develop through learning experiences.

In this milieu of professionalism, it is the belief of the District and DUTA that no teacher would enter a classroom unprepared or would avoid opportunities to interact with students out of the classroom. Rather, it is the professional teacher who presents positive examples and models exemplary behaviors.

This Agreement is entered into with the understanding that a school district is a service organization which is dedicated to customer service, with the District’s students and parents as our customers and clients. This Agreement is also entered into with the mutual understanding that problems and conflicts within the District will be resolved whenever practical and/or possible.

ARTICLE 1: AGREEMENT/RECOGNITION

1.1 Recognition

The Denair Unified Teachers Association/CTA/NEA is recognized as the exclusive representative of all certificated employees who are under contract at the District, but excluding substitute teachers, hourly certificated employees, principals, management, technology coordinator(s), supervisory and confidential employees.

The charter petition of a District authorized charter school shall provide that all permanent and probationary certificated employees (“District contractual employees”) serving at this District authorized charter school shall be represented by DUTA.

1.2 Bilateral and Binding Agreement

The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the GOVERNING BOARD OF THE DENAIR UNIFIED SCHOOL DISTRICT and the DENAIR UNIFIED TEACHERS ASSOCIATION/CTA/NEA.

1.3 Authority

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code (“Act”).

1.4 Term

This Agreement shall remain in full force and effect from its effective date until June 30, 2022. DUTA and the District will meet on those Articles in the Agreement that set a time to reconvene for consultation and evaluation.

1.5 Contract Consistency

Any individual contract between the District and a teacher shall be consistent with the terms of this Agreement.

1.6 Reopeners

Subject to compliance with public notice requirements, this contract may be reopened at any time by mutual agreement with the following exceptions:

1.6.1 For the 2020-2021 school year, either party may reopen negotiations for salaries, benefits and two other articles.

1.6.2 For the 2021-2022 school year, either party may reopen negotiations for salaries, benefits and two other articles.

1.6.3 The parties agree to return to the bargaining table no later than September 1, 2022 for the purpose of negotiating a successor agreement.

1.7 Savings

If any provision of this Agreement, or any application thereof to any teacher or to the District, is held by the Public Employment Relations Board or a State or Federal Court to be contrary to law, or is invalid by operation of law, then such provision or application will be deemed invalid to the extent required by such eventuality, but all other provisions or applications shall continue in force and effect.

ARTICLE 2: DEFINITIONS

2.1 Consult

“Consult” means to seek advice and/or opinion. The Superintendent will notify, in writing, DUTA’s president regarding items requiring consultation. DUTA’s president will respond within five (5) working days and name the designee(s) to meet with the Superintendent. The Superintendent will inform DUTA’s president, in writing, of the time, date, and place at which the meeting will be held.

2.2 Calendar Day

“Calendar day” refers to any instructional and/or inservice days the District requires teachers to be on duty as specified in the adopted District calendar for teachers.

2.3 Emergency

“Emergency” means a sudden unexpected occurrence or condition.

2.4 Evaluation

“Evaluation” is a formal examination and/or judgment that is placed in writing regarding the worth, quality, and/or condition of a behavior and/or activity of a teacher through observation and study by an evaluator.

2.5 Individual Contract

Any “Individual Contract” between the District and a teacher shall not be inconsistent with the terms of this Agreement.

2.6 Meeting and Negotiating

“Meeting and Negotiating” means meeting, conferring, negotiating, and discussing by an exclusive representative (“DUTA”) and the District in a good-faith effort to reach agreement on matters within the scope of representation, and the execution, if requested by either party, of a written document incorporating any agreement reached, which

document shall, when accepted by the exclusive representative and the District, become binding upon both parties.

2.7 Negotiating Team

“Negotiating Team” means up to six (6) members of DUTA who represent teachers in negotiations. The names of the members of the negotiating team shall be submitted to the Superintendent prior to the commencement of negotiations.

2.8 Observation

“Observation” is an informal act of recognizing and noting some occurrence in the behavior and/or activity of a teacher in the classroom or other campus settings.

2.9 Scope of Representation

“Scope of Representation” shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as that term is defined in Government Code section 3543.2.

2.10 Teacher

“Teacher” refers to any employee in the unit as define in Article 1: AGREEMENT/RECOGNITION.

2.11 Working Day

“Working day” means any day the District Office is officially open for business.

2.12 Family

“Family” is defined as any individual presently or formerly related by blood, marriage or foster relationship.

2.13 Transitional Kindergarten

“Transitional Kindergarten” is the first year of a two year Kindergarten program. Transitional Kindergarten shall be treated as Kindergarten for all contractual references to Kindergarten. (Ed. Code sections 46300, 48000 and 48010.)

ARTICLE 3: MAINTENANCE OF BENEFITS

3.1 Condition Regarding Adoption of District Policy

The District agrees to make no changes in officially adopted District policies within the scope of representation but not included in this Agreement without negotiating with the Association.

3.2 Superseding of Policies, Regulations, Understandings or Agreements

Any prior or existing policies, regulations, understandings or agreements, whether formal or informal, which are inconsistent with this Agreement are hereby superseded.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Dues

The Association certifies it is responsible for delivering to the District sufficient information authorizing the deduction of unified membership dues, initiation fees, and general assessments in the Association. Furthermore, the Association shall maintain employee dues authorization.

Pursuant to authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the teacher each month for twelve (12) 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.

4.2 Non-Association Unit Members

Any non-Association teacher who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.3 District Remittance of Monies

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

4.4 Payroll Deductions

Upon appropriate written authorization from the employee, the District shall deduct from that employee's salary and make appropriate remittance for annuities, insurance programs, credit union, savings bonds, charitable deductions, or any other plans or programs jointly approved by the Association and the District.

ARTICLE 5: PROFESSIONAL HOURS

5.1 School Day

5.1.1 For a full-time equivalent teacher, the work day shall begin at 7:45 a.m. Teachers may leave at the end of their contracted day, provided that all of their professional responsibilities have been completed for the day. For payroll purposes, a full-time equivalent teacher assignment is based on seven (7) hours per day.

Teachers employed less than full-time are responsible for reporting according to their individual contract.

5.1.2 To clarify the intent of “professional day” and/or the obligation of teacher duties and responsibilities on **minimum days** and **collaborative days** the following definitions shall be included under this Article:

5.1.2.1 Minimum Day

Teachers may leave when students are dismissed providing that all of their professional responsibilities have been completed for the day. Minimum days are calendared throughout the school year, usually before a break, open house, back-to-school, parent conferences, and finals.

5.1.2.2 Collaborative Day

A modified schedule allows for staff to meet throughout the year for collaboration activities. Collaborative Days shall go no later than 2:45pm.

5.1.3 Up to four hours per month will be set aside for staff meetings including professional development, committees, grade level, departments, and or leadership meetings. By the end of the first week of school, the principal will publish a proposed schedule of staff meetings for the school year. The site representative will notify the principal by the end of the third week of school if there are any concerns regarding the proposed meeting schedule.

5.1.3.1 More than one meeting may be scheduled per week with mutual consent of the principal and site representative.

5.1.3.2 Scheduled meetings may be cancelled if not needed.

5.1.3.3 Union leadership or site representatives may request time on the meeting agenda.

5.1.3.4 District department meetings are necessary during the year to ensure coherence and alignment across the district. If a district department meeting causes a teacher to go over the four-hour meeting limit, the teacher may complete a timesheet for the district meeting that month and

be compensated at the adjunct duty rate.

5.2 Kindergarten

Each full-day Kindergarten classroom is allocated an instructional aide for a minimum of 90 consecutive minutes per student instructional day.

Kindergarten teachers are excluded from school-wide detention, gate and yard duty. They will cover gate/yard duty for Kindergarten students only.

5.3 Adjunct Duty

5.3.1 Goal

It is a mutual long-term goal of DUTA and the District to minimize duties that detract from teaching duties. Therefore, adjunct duties will be performed according to the guidelines described in this Article.

5.3.2 Definitions

It is acknowledged by all parties that there are two kinds of professional duties and responsibilities that all teachers are expected to fulfill - classroom duties and adjunct duties. As used in this section, the following terms are defined as follows:

5.3.2.1 “Classroom duties” are defined as duties related to a teacher’s specific assignment or pupil duties that are co-involved in the efficient operations of the school and enhancement of pupil education. Example classroom duties include but are not limited to: instructional planning, back to school night, open house, faculty meetings, department/grade level meetings, IEP/SST meetings, discipline, yard duty/gate duty, in-service participation.

5.3.2.2 “Adjunct duties” are defined as activities performed beyond the teacher’s contracted workday that are “adjunct” to a teacher’s classroom duties. Examples of adjunct duties include but are not limited to: committees/activities that pertain to District-wide and/or school site issues and student extracurricular and co-curricular activities.

5.3.2.3 “Nonadjunct duties” are any duties that are neither classroom duties nor adjunct duties. Examples of nonadjunct duties include but are not limited to, cleaning bathrooms. No teacher will be required to do nonadjunct duties.

5.3.3 Administration of Adjunct Duties up to Cap

5.3.3.1 By April 1st of each year, the principal in consultation with the site representative and staff will draft a list of all adjunct duties that are required for the efficient operation of their school. The Principal shall

forward this list to the District Superintendent for approval. The list will describe each adjunct duty and estimate the number of hours required for the performance of that duty.

- 5.3.3.2 Within the first week of the new school year, the principal shall distribute the approved list to all teachers within their school.
- 5.3.3.3 Within one week of receiving this approved list, each teacher will request adjunct duties adding up to no more than 20 hours per year and will forward this “wish list” to the school principal.
- 5.3.3.4 Employees who work less than full-time or are shared among two or more sites will be assigned adjunct duty on a prorated basis.
- 5.3.3.5 The principal will assign no more than 20 hours of adjunct duties to each teacher at their school site. The principal may consider, but is not bound by, each teacher’s “wish list.”
- 5.3.3.6 A teacher who cannot perform an assigned adjunct duty will be responsible for notifying the principal and principal’s secretary and finding a replacement teacher to perform that adjunct duty. If ill or incapacitated, contact the principal. Administration will find a replacement.

5.3.4 Administration of Adjunct Duties Above Cap

- 5.3.4.1 If additional adjunct duty, beyond 20 hours, is required for the efficient operation of the school site, each principal may assign this adjunct duty as needed.
- 5.3.4.2 Any adjunct duty assigned beyond 20 hours will be compensated at the hourly rate as agreed on the extra duty stipend schedule.
- 5.3.4.3 Teachers are required to turn in a timesheet documenting their hours at the end of each month in order to receive payment the following month.

5.3.5 Calculation of Hours

Each teacher performing adjunct duties shall receive credit for actual hours worked. In the event actual hours go beyond the principal’s initial estimate of hours, principals may give greater credit due to unforeseen circumstances causing the need to work additional hours, e.g. unexpected overtime during sporting events.

5.3.6 Reassignment of Adjunct Duty

Each principal may assign and reassign adjunct duty as they deem necessary. Any assignment or reassignment must be made with the consent of the teacher and enough time to resolve any conflicts.

5.3.7 Volunteer Activities

Nothing in this section prohibits any teacher from volunteering to perform duties that are defined as adjunct in this section. A “volunteer” is defined as a teacher who has the choice to refuse the activity. Volunteer activities will not be compensated pursuant to this section. No adjunct duty will be compensated unless it has been approved by the site principal prior to the performance of that duty. Nothing in this section prohibits any school site principal from assigning adjunct duty to community volunteers if and when practicable. All community volunteers shall be processed pursuant to applicable law.

5.3.8 Conflict Resolution

If a teacher believes that an adjunct duty assignment, in whole or in part, is inappropriate or unfair in any way, or that the adjunct duty assignment does not comply with this section, the aggrieved teacher shall follow the following conflict resolution procedure:

- 5.3.8.1 The aggrieved teacher will first informally consult with the site principal to resolve the conflict.
- 5.3.8.2 If informal consultation is not effective, the teacher will submit a complaint in writing to the site principal, who will respond in writing within five (5) working days of receiving a formal, written complaint pursuant to this section.
- 5.3.8.3 If the principal’s written response is not satisfactory, the teacher will forward the written complaint and the principal’s written response to the DUTA president within five (5) working days of receiving the principal’s written response.
- 5.3.8.4 Within five (5) working days of receiving a written complaint pursuant to this section, the president will attempt to negotiate a resolution with the principal. If negotiations with the principal do not resolve the conflict, the president may meet with the District Superintendent to negotiate a resolution. The Superintendent’s decision is final and binding.

ARTICLE 6: PROVISIONS OF THE WORK DAY AND WORK YEAR

6.1 Work Year

The work year for teachers shall be:

- 6.1.1 Teachers new to the District: One Hundred Eighty-Four (184) days.
- 6.1.2 Teachers returning to the District: One Hundred Eighty-Three (183) days.

6.2 **Calendar**

The work year calendar shall be established annually by the District Office in collaboration with DUTA. The calendar must comply with Board Policy, ensure compliance with appropriate instructional minutes, and be presented to the Board for approval using the District format no later than November 15 of each year for the following school year. The Board may make recommendations regarding changes prior to approval.

6.3 **Preparation Periods**

The District agrees not to change past practices related to preparation periods prior to consultation with the Association.

6.3.1 Grades 6-12

A preparation period in grades 6-12 shall consist daily of one (1) class period during the regular student day at which time the teacher has no students assigned to him/her and is free to prepare to teach class. Regularly scheduled meetings may not be held during this time without the teacher's prior consent.

6.3.2 Grades K-5

A preparation period in grades K-5 shall consist daily of a period of thirty (30) consecutive minutes during the regular student day at which time the teacher has no students assigned and is free to prepare to teach class. Regularly scheduled meetings may not be held during this time without the teacher's prior consent.

6.4 **Compensation Without a Preparation Period or Compensation for Zero Period (Full Time Teachers)**

6.4.1 A teacher in grades K-12 whose regular assignment does not include a preparation period shall receive additional compensation proportionate to their teaching assignment.

6.4.2 A teacher in grades K-12 who attends meetings suggested by the site administrator during a preparation period may fill out a timesheet to be compensated at the teacher's hourly per diem.

6.5 **Covering a Class Should No Substitute Be Available**

On occasion, a teacher during their professional day may be asked to cover another teacher's class. Teachers may volunteer their time during a preparation period and submit a claim for pay at their per diem rate.

In addition, where a substitute is not available for an elementary school assignment, a site administrator may assign the absent teacher's students to another teacher(s) classroom(s). For each 60-minute increment of time or fraction thereof, the receiving teacher shall be

paid the adjunct duty rate. Such amount shall not exceed the applicable substitute daily rate of pay.

6.6 Bilingual Teachers Providing Translation Services

On occasion, bilingual teachers may be asked to translate for, but not limited to, parent conferences, IEPs, meetings, letters and/or documents. Whenever possible, the teacher being asked to provide translation services will be notified at least 72 hours in advance and may submit a timesheet for said services at the adjunct duty rate. Teacher availability may prevent the teacher to provide these services and consequently may decline their services.

6.7 Additional Workdays for Specialty Program Assignments

The District offers several specialty programs that require additional training. Examples of specialty programs include, but are not limited to: Advanced Placement, AVID and Project Lead the Way.

When a teacher is required to attend training outside of their contract year, that teacher shall be allowed additional paid workdays to include the actual days of training plus one (1) additional paid workday for planning. In order to be paid for the additional workdays, the teacher must submit a timesheet. In lieu of an additional paid workday for planning, the teacher may choose a release day.

If a teacher attends the required training within their contract year, the teacher shall be allowed (1) additional paid workday for planning. In lieu of an additional paid workday for planning, the teacher may choose a release day.

ARTICLE 7: LEAVES

7.1 Sick Leave

7.1.1 Accrual of Sick Leave

Contracted teachers shall be entitled to ten (10) days sick leave per year, prorated by FTE, accrued monthly.

7.1.2 Exceeding Sick Leave Days

If a teacher resigns, retires, or is terminated and has used more sick leave than was earned, the amount of pay equivalent to the unearned sick leave days used shall be deducted from the final warrant of the teacher.

7.2 **Personal Necessity Leave**

During any school year, a teacher may use accumulated sick leave in the following cases of personal necessity:

- 7.2.1 Death of a member of the family as defined in Article 2: DEFINITIONS. This may be applied upon expiration of bereavement leave.
- 7.2.2 Accident involving the teacher or teacher's property, or the person or property of a member of the family as defined in Article 2: DEFINITIONS, and of such an emergency nature that the immediate presence of the teacher is required during the work day.
- 7.2.3 Appearance in court under an official order as a litigant or as a witness.
- 7.2.4 Serious or critical illness of a member of the family as defined in Article 2: DEFINITIONS, above, requiring the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the employee is required during the work day.

7.3 **Discretionary Days**

Up to ten (10) days of accumulated sick leave in each year may be used by the employee as discretionary days. The immediate supervisor or designee shall approve any request for discretionary leave unless the purpose of the leave is for a work action against the District, any other employer, or for course units toward salary placement credit.

7.4 **Absence When Sick Leave is Exhausted**

- 7.4.1 A teacher who continues to be absent from work due to illness or injury, and who has exhausted his/her sick leave, shall receive the difference between his/her pay and the amount paid to a substitute teacher, had a substitute teacher been employed, for up to one hundred (100) working days in any school year.
- 7.4.2 A teacher who is under contract with the District, and who continues to be absent due to continuing illness or accident on the first day of work in the subsequent school year, is eligible for all sick leave days as provided in Article 3: Leaves, Section 1: Contracted Months of Service, of this Agreement.
- 7.4.3 Following the exhaustion of sick leave in the subsequent school year, including the remaining one hundred (100) working days from the previous year, the teacher is eligible for differential pay, pursuant to Education Code section 44977.

7.5 **Catastrophic Leave**

- 7.5.1 When a teacher or member of his/her family experiences a catastrophic illness or injury which requires the teacher to take time off from work for an extended period of time, and the teacher has exhausted all available sick leave and other paid time

off, he/she may request donations of accrued vacation or sick leave credits by contacting the District Office.

- 7.5.2 The District will be the responsible party in determining what constitutes a catastrophic illness and who is eligible. The District will also discuss with the teacher other options for leave and/or medical retirement, disability, or STRS retirement.
- 7.5.3 Eligible requests will be forwarded to the DUTA Executive Board for approval. DUTA will be the responsible party in soliciting voluntary donations.
- 7.5.4 Should a request be denied by either party, the teacher may appeal to a committee comprised of two DUTA executive board members, the superintendent and the chief business officer.
- 7.5.5 Teachers may donate a portion of their leave directly to another eligible teacher who has no remaining leave, or who anticipates exhausting all leave accruals during the fiscal year.
- 7.5.6 Donations will be utilized in the order they are received. If more leave is submitted than requested, donation forms will be held in order of receipt for up to 12 months without being donated. If not needed, forms will be returned to the submitting employee to indicate their form was not used. Per Ed Code, all leave donations are voluntary, irrevocable, and confidential.
- 7.5.7 Per Ed Code, leave donations must be a minimum of eight hours and in one-hour increments thereafter.
- 7.5.8 A balance of ten (10) workdays of accumulated sick leave must be maintained by the donor.
- 7.5.9 Teachers may donate leave by completing and submitting the appropriate form to the Denair Unified School District Office. The Superintendent or designee will be responsible for notifying the Governing Board of Catastrophic Leave requests and total donations received for each request.
- 7.5.10 In the event a teacher returns to work without exhausting all donated sick leave, the remaining balance will be moved to a Catastrophic Leave Bank, which may be accessed in consultation with DUTA for other teachers qualifying for catastrophic leave.

7.6 **Bereavement Leave**

- 7.6.1 Teachers are entitled to a leave of absence, not to exceed five (5) days, due to the death of a member of the teacher's family. No deduction shall be made from the teacher's salary or sick leave for the days authorized for bereavement leave.

7.6.2 Members of the family are defined as any individual presently or formerly related by blood, marriage or foster relationship (Article 2.12 “Family”).

7.7 Industrial Accident or Industrial Illness Leave

7.7.1 Authority. Industrial Accident or Industrial Illness Leave: Pursuant to the provisions of Education Code section 44984, teachers shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

7.7.2 Cause. The accident or illness must have arisen out of and in the course of employment of the teacher and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.

7.7.3 Duration of Leave. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability not to exceed sixty (60) working days in any one fiscal year.

7.7.4 Limit. Allowable leave under these rules and regulations shall commence on the first day of absence.

7.7.5 Commencement. The leave under these rules and regulations shall commence on the first day of absence.

7.7.6 Pay Provisions. When a teacher is absent from duty on account of industrial accident or illness, the teacher shall be paid such portion of the salary due for any month in which absence occurs, which, when added to the teacher’s temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to the teacher of not more than full salary.

7.7.7 Reduction in Leave. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence for temporary disability dependent upon indemnity award.

7.7.8 Continuity of Leave Days. When an industrial accident or illness leave extends into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

7.7.9 Payroll Procedures. During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District shall then issue the teacher’s appropriate salary warrants in payment of the teacher’s salary and shall deduct normal retirement and other authorized contributions.

7.7.10 Travel Limitations. Any teacher receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

7.7.11 Entitlements Upon Termination. Upon termination of industrial accident or illness leave, the teacher shall be entitled to sick leave, and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/ her full salary.

7.8 **Jury Duty Leave**

7.8.1 The District shall grant leaves of absence with pay for jury duty. Any checks received for jury duty during contracted work days shall be endorsed to the District. The District shall reimburse the teacher any difference between the jury duty fee and the total amount of the Jury Commissioner's check. Reimbursement shall be made as soon as is reasonably possible.

7.8.2 When a jury duty summons is received, the teacher shall notify their administrator. When a teacher is required to report for jury duty, it is the teacher's responsibility to request a substitute, complete a "blue form" after service is completed, and submit the court verification of service to the District.

7.9 **Parental Leave**

7.9.1 Pursuant to California Education Code section 44977.5, eligible unit members may elect to utilize up to 12 weeks of parental leave during the 12 months following the birth, adoption, or foster care placement of a child as provided by the California Family Rights Act ("CFRA"). An eligible employee may elect to use his or her accumulated sick leave for the purposes of this child bonding leave for a period of up to 12 workweeks. Pursuant to Education Code section 44977.5, if an employee exhausts all accumulated sick leave prior to the expiration of the 12 week parental leave period, then the employee may be entitled to sub-differential pay as defined by section 3.4 above for the balance of the 12-week period.

7.9.2 A teacher employed by the District for at least 12 months is eligible for parental leave under Education Code section 44977.5.

7.9.3 If both parents work in the District, bonding time is limited to 12 workweeks total, per Education Code section 44977.5.

7.10 **Federal and State Family and Medical Leave Acts**

Teachers may be eligible for other leaves in accordance with federal or state law. Employees considering leave should contact Human Resources and/or Payroll for current information.

7.11 Extension of a Leave of Absence

A teacher desiring an unpaid leave of absence for a period of time longer than the actual temporary disability, as determined by the teacher and the physician, will be granted a leave of absence upon determination that the leave of absence is due to a catastrophic illness and that said teacher will be able to resume his position by the following year. The District reserves the right to pay for a second opinion from a physician of its choosing.

State and/or federal family leave acts shall dictate terms and conditions of extended leave when and where applicable.

7.12 Sabbatical Leave

Education Code sections 44966 through 44974 are included here by reference and shall apply as though fully set forth.

7.13 Absence for Educational Purposes

Teachers have the right to attend activities such as conferences and workshops that offer educational benefit and are offered by professional institutions such as universities, professional organizations, state and county offices. Expenses for such activities may be paid for by the District if funding is available and is approved by the site administrator. If funding is not available to cover the expense of the conference, the employee may elect to pay for the conference and the District will provide the substitute, if approved by the administrator.

7.14 District's Right to Grant Additional Leaves

Nothing in this Agreement shall be construed to prohibit the District from extending the leave benefits set forth in this Agreement or from granting military leave, adoption leave, or other kinds of leave benefits not set forth in this Agreement.

7.15 Absence for Association Purposes/DUTA President

7.15.1 The Association is allowed 3 release days per school year for the Negotiation Team members and/or Executive Council to attend Association meetings. The costs for the release days will be paid for by the Association. No more than once per school year will both the Negotiation Team and the Executive Council members be released resulting in more than 9-unit members being released at the same time.

7.15.2 In addition to days taken by negotiation team members for purposes of collective bargaining, and/or sanctioned meetings, workshops or conferences sponsored by the California Teachers Association, the DUTA president may use up to six (6) days during each academic year at his/her discretion. Examples include, but are not limited to, processing of grievances, attending grievance mediation, attending impasse mediation, negotiations preparation, attending/observing disciplinary meetings, attending/observing investigation interviews. These discretionary days shall have prior approval from the Superintendent who shall notify the appropriate

site principal. Substitute costs shall be incurred by the District. These Association president discretionary days will not accumulate from year to year, and are not transferable, and may not be used for absences other than what is defined in this Article.

7.16 Charter School Leave of Absence

District contractual employees may voluntarily [Ed. Code 47605(e)] request to be employed at a District authorized charter school. District contractual employees serving with a District authorized charter school shall retain their employment rights under the Education Code and the collectively bargained agreement while working at the charter school.

District contractual employees working at a District authorized charter school shall be compensated on the basis of the same salary schedules and benefits, and be entitled to the same leave benefits, etc., as certificated employees in the District regular K-12 program, under the DUTA collective bargaining agreement and/or applicable District policies.

7.17 Notification Regarding Absences

Teachers shall notify the District Office of absences by requesting a substitute through the district/county substitute system as soon as possible, but not later than 7:00 a.m. of the day of absence. The teacher should, as a courtesy, also notify the principal. If an absence request is required after 7:00 a.m. (e.g. emergency or midday jury duty), the teacher shall contact the principal directly. In addition, the teacher must complete a “blue form” before or after the absence.

If a substitute teacher has been employed as the result of a teacher not giving proper notification, the substitute teacher will remain on the job and said teacher will remain off the job until the next work day and be docked one day’s sick leave. In the event the teacher is out of sick leave, the teacher will be paid the difference between his/her pay and the substitute’s pay.

Any “Blue Forms” submitted by a teacher will not be changed unilaterally by the District. If a “Blue Form” requires revision, the District will notify the teacher and request that the “Blue Form” be resubmitted or revised.

7.18 Required Information

A teacher may be required to provide such information reasonably requested by the Governing Board or its designee to confirm use of leave.

7.19 Failure to Provide Information

Failure to provide requested information may be cause to deny the request. Failure to comply with the provisions of a leave granted by the Governing Board may result in the loss of salary and/or benefits.

7.20 **Physical Examinations**

The District may require a physical examination, at District expense, to confirm the teacher's fitness to resume duties before the teacher is eligible to return to work. The District will select a physician licensed under the California Business and Professions Code.

7.21 **Restriction While on Long-Term Illness Leave**

New employment may not be undertaken while on long-term illness leave without advance District consultation.

ARTICLE 8: SALARIES

8.1 **2019-2022 Contract Period**

Effective July 1, 2020, the certificated salary schedules will be increased by one percent (1%) from the 2019-2020 Certificated Salary Schedules. Additionally, teachers hired after July 1, 2020 with a CTE teaching credential will receive three (3) years of work experience in addition to any years already served as a teacher towards their salary schedule placement.

8.2 **Extra Duty Stipend Schedule**

Appendix A is the Extra Duty Stipend for 2019-2022 contract term. All Extra Duty Stipend positions are considered voluntary and temporary. There is no assumption that personnel will continue from year to year. The District will have the right to select whomever the District deems will work best in any extra-duty non-athletic position, including but not limited to non-bargaining unit members from the community. It is understood by the District and the Association that the District will first seek to fill extra-duty positions from its staff before looking to the community to fill such positions. The number of positions is intended as a guide. The District may hire more staff than identified, as it deems necessary. The District may discontinue any position at any time at the sole discretion of the District. All stipends identified will be paid as part of the recipient's salary, if any.

High School Science Olympiad stipend will not be paid each year that Science Olympiad is added to the class schedule as a period.

Effective August 1, 2020, the Ag Teacher stipend will be increased to \$10,000 per year paid out as \$833.33 per month. An annual Lead Ag Stipend of \$2,400 will be added to the Extra Duty Stipend Schedule (Appendix A).

8.3 **Athletic Stipend Schedule**

The agreed upon Athletic Stipend Schedule is located at Appendix B.

Note: Any unused stipends shall remain within the athletic budget. These funds shall only be used for athletic expenditures, including referees, transportation, or other related athletic expenditures.

8.4 Income Applied to STRS

Income information that may or may not be applied to STRS will be provided to teachers annually. Income that may be applied to STRS will be calculated monthly, whenever possible.

ARTICLE 9: PROVISIONS OF THE SALARY SCHEDULE

9.1 Placement

A teacher shall receive one (1) vertical step increment annually until said teacher attains the maximum of the column. Teachers shall move horizontally to the next column of the salary schedule commensurate with the provision of policy entitled “Units Toward the Salary Schedule.”

15.1.1 Vertical movement for part-time teachers will be based on the following criteria: 20%-Every 5 years; 30%-Every 3 years; 40-59%-Every 2 years; 60%>-Every year.

9.2 Longevity

Longevity shall be as indicated on Salary Schedule in Appendix D-1 and D2, if applicable.

9.3 Placement of Teachers

No later than October 15 of each year, the District shall furnish the Association with the placement of teachers on the salary schedule as of October 1 of that year.

9.4 Maximum Years of Experience Allowed

Credit on the salary schedule may be awarded with no limit to the years of service for teachers new to the District.

9.5 Transportation Reimbursement

Teachers will be reimbursed at the established IRS rate per mile pursuant to District policy for authorized use of a private vehicle.

ARTICLE 10: UNITS TOWARD THE SALARY SCHEDULE

10.1 Credited Units

10.1.1 The District credits teachers for college units toward advancement on the salary schedule which:

10.1.1.1 Apply to a higher degree;

10.1.1.2 Apply to a credential and/or supplementary authorization; or

10.1.1.3 Will serve to augment, improve, maintain and/or reinforce teaching skills.

10.1.2 All applicants applying for credit will utilize a form provided by the District prior to applying for credits.

10.1.3 When the Superintendent receives incorrect information, a revision of the contract will be made if the Superintendent's attention is called to the problem and the correct information is submitted before September 15 of the year concerned.

10.1.4 Under no circumstances will any corrections be retroactive to any previous year. The responsibility for correct information on file with the Superintendent is that of the teacher.

10.2 Credit Limitation

10.2.1 Only credits earned after a teacher has been awarded a Bachelor's Degree from an accredited institution, as indicated on the teacher's official transcript, will count toward advancement to a higher classification on the salary schedule.

10.2.2 Credit will be applied to the salary schedule for units received for a class, seminar, workshop, et cetera, that was paid for by the District, but the applicant must pay for the units.

10.2.3 No credit will be applied to the salary schedule for units received in which the units were paid by the District unless the District required a teacher to attend such a class.

10.3 Units Applied Toward Salary Schedule Advancement

10.3.1 Upper Division and Graduate Courses

10.3.1.1 Only upper division and graduate courses from an accredited college or university in which the teacher received an A, B, C, or Pass/Credit will be accepted toward salary schedule advancement. An official transcript or grade card must be submitted by the principal to the District Office at the time credit is requested.

10.3.1.2 College workshops will be approved under the same provisions noted in paragraph 10.2, above.

- 10.3.1.3 Workshop units may be considered as units counted toward the salary schedule. Such workshop units must have the site principal's approval prior to the commencement of the workshop. Fourteen (14) hours of workshop credit will be equivalent to one (1) semester unit.
- 10.3.1.4 A maximum of twelve (12) earned semester units or eighteen (18) earned quarter units may be applied to the salary schedule in any one (1) fiscal year. Earned units in excess of those amounts will be carried forward for application to future years at a rate not to exceed twelve (12) semester or eighteen (18) quarter units or equivalent per year. A teacher must complete a District form entitled Application for Approval of Regular Units for Advancement on the Salary Schedule, and receive approval from the site principal prior to taking a class applicable to the salary schedule.
- 10.3.1.5 Interns who are employed for a second consecutive year will be given credit for all earned units after the date their degree was conferred and will be placed on the second step of the appropriate column.
- 10.3.1.6 The number of units for salary schedule advancement as a result of enrollment in upper division or graduate courses in summer school is limited to the number of units approved by the college or university the teacher is attending.

10.3.2 Accredited Lower Division Classes

- 10.3.2.1 Lower division classes from an accredited college (including community colleges) may be taken for credit toward the salary schedule for three (3) reasons: (a) to strengthen an immediate teaching skill or technique; (b) to gain new knowledge in an instructional area in which the teacher will be required to teach at a future time; and (c) to take classes which are not offered in upper division but are needed for credentials and/or certificates.
- 10.3.2.2 Site principals will authorize lower division classes.
- 10.3.2.3 A maximum of eighteen (18) lower division units may be applied to the salary schedule.
- 10.3.2.4 Should a site principal recommend a lower division class for a teacher as part of the teacher's evaluation, and should said teacher have taken the maximum of eighteen (18) lower division units the Superintendent may waive the limit.
- 10.3.2.5 Lower division classes taken prior to employment by the District or taken prior to approval by the site principal will not count toward the salary schedule.

10.4 Credit for Salary Schedule Advancement

10.4.1 Approved classes taken during the regular school year (September 1 to June 30) and the Summer Recess (July 1 to August 31) will count toward salary schedule advancement for the ensuing year if the grade cards or official transcript(s) are received by the District Office not later than October 1.

10.4.2 Employment contract revisions will be made when an office error in salary schedule placement is discovered.

10.5 Site Principal's Responsibility

10.5.1 Upon receipt of a District form entitled Application for the Approval of Regular Units for Advancement on the Salary Schedule, site principals will approve or disapprove the request. The site principal must respond within ten (10) working days to any such request for approval.

10.5.2 The site principal will indicate the number of units approved for the present school year and the total number of units approved for credit toward the salary schedule. The site principal will retain one (1) copy of the form.

10.5.3 The site principal will record the class, grade, and units and return the completed application and grade card or transcript to the teacher.

10.5.4 The site principal will forward all necessary information that pertains to units which apply to salary advancement to the Superintendent.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

Denair Unified School District shall enter into a contract with either a broker or a JPA to offer benefits. The District will form a committee composed of a representation of employees before making any changes to the selected broker or JPA. This committee should meet a minimum of every three years.

11.1 Contribution

The District will contribute to the teacher's health and welfare benefit program as listed on Appendix D, and prorated for those teachers who are contracted for less than a full day and for less than the entire teacher work year. These teachers shall be known as part-time teachers. The District's contribution toward a part-time teacher's health and welfare benefit program will be prorated on the actual hours for which the part-time teacher is contracted.

11.2 IRC Plan

The program consists of benefit plans arranged in three (3) modules which shall be administered through an Internal Revenue Code ("IRC") Section 125 Plan. The IRC Plan shall include a premium conversion option.

11.3 Available Benefits in Modular Form

11.3.1 Employee-Only Coverage

Module 1	Module 2
Medical	Dental
Dental	Vision
Vision	Life
Life	Cash

11.3.2 Dependent Coverage

Module 3
Medical Dependent
Dental
Vision
Life

11.4 Selection of Coverages

All part-time teachers (less than 90%) hired before July 1, 2017 or teachers hired before January 1, 2012 must select either one of the modules from the three (3) modules listed above or decline all benefit plans including, but not limited to, cash-in-lieu. In the event a teacher's health and welfare benefit plan exceeds the District's contribution as specified above, the District will grant a teacher's request for additional coverage after said teacher signs a payroll deduction.

11.5 Teachers Electing Not to Take Medical Coverage

All teachers not covered under section 11.4 listed above, must select either Module 1 or Module 3 listed above or provide documentation to the District verifying coverage by a group medical plan. The District Office will document the expiration date of such a medical plan. In the event the teacher does not submit documentation prior to the expiration date verifying continued coverage by a group medical plan, the District will enroll the teacher in Module Number 1.

11.6 Combined Contribution

Married couples employed by the District may combine the District's contribution specified in Article 11.1 above.

The benefits provided by this Section are subject to any changes made in future negotiations, and in no event shall the benefits or premium contributions provided retirees exceed those provided active employees. In addition, subject to negotiation with DUTA, this Article is subject to change pursuant to the District agreement with the broker or JPA.

ARTICLE 12: RETIREMENT

The District shall pay a certificated employee's medical insurance premiums or a portion thereof up to age sixty-five (65) on the following conditions:

12.1 Conditions

12.1.1 The certificated employee has worked in the District ten (10) years prior to retirement eligibility in STRS.

12.1.2 Upon retirement from the District, the certificated employee is immediately eligible for retirement in STRS.

12.1.3 The certificated employee retires and remains in retirement status in STRS.

12.1.4 The certificated employee is participating in a district offered medical plan prior to retirement.

12.2 Full-time Teachers

The District shall pay 100 percent of the District's regular contribution toward the certificated employee's medical premiums until the age of 65, or until eligibility for Medicare, whichever comes first.

12.3 Part-time Teachers

Part-time certificated employees' percentage of contribution shall be proportionate to their percentage of employment.

12.4 Retirement Incentives

The District and the Association recognize that, depending on the needs of the District and the interest of the Association membership, there is a mutual interest in offering early retirement incentives to membership. However, it is also recognized that the rules and regulations relating to early retirement are constantly changing, and that the interest in early retirement can also increase or decrease.

Therefore, the District and the Association agree to use their best efforts to develop and present early retirement incentives as warranted by the needs of the District and the interests of the membership as these needs and interests arise. The District and the Association are free to agree upon criteria and sunset provisions for Association members to qualify for early retirement benefits, and these criteria may change as rules, regulations and other conditions change, so long as such criteria changes are mutually agreed upon.

Early retirement incentives may include, but not necessarily be limited to, continued health and welfare benefits, one-time lump-sum payments, annuity payments, or any other incentives that would encourage qualified Association members to retire early.

The District and the Association are free to work together to use whatever means are reasonably available to meet the needs of the District and the interests of the Associations members, including but not limited to private organizations and CTA consultant(s).

ARTICLE 13: TEACHING VACANCIES

13.1 Definition of a Teaching Vacancy

A teaching position is considered vacated when an unfilled position, which the District intends to fill, exists at any school site after any reassignments have been made pursuant to Article 14 – Reassignments/Transfers.

13.2 Procedures

All vacancies shall be subject to the following procedures before the District takes steps to fill the vacancy from non-employees:

13.2.1 Qualified unit members shall have the initial opportunity to apply for any teaching vacancy before any external posting is made.

13.2.2 The Superintendent or designee shall have the sole authority to determine a unit member's qualifications for any vacant position.

13.2.2.1 The District has formed an Assignment Review Panel to review proposals from teachers/school administrators regarding teacher assignments that are outside the teacher's credential area. The panel assesses subject-matter competence through a variety of measures, makes a final disposition on whether to recommend that a teacher be assigned to the requested course, and informs the District designee of the results of the review.

13.2.2.2 The Assignment Review Panel will consist of an equal number of administrators selected by the District and teachers selected by DUTA. The use of subject-matter experts, as needed, is in addition to this equal number.

13.2.2.3 Teachers who serve on the Assignment Review Panel or as subject matter experts will be compensated at the negotiated adjunct duty hourly rate.

13.2.2.4 The Assignment Review Panel may also be utilized during the hiring process for teachers applying for a position outside the teacher's credential area.

13.2.3 If a teacher is not selected for a vacant position, the interested teacher shall, upon request, receive a written explanation.

13.2.4 Posting Vacancies:

Teaching vacancies will be posted in-house for at least five (5) working days. These employment opportunities will be emailed to all employees. Teachers may apply for the posted positions within the time period noted on the posting by submitting a letter of intent.

13.2.5 Vacancies That Occur During the School Year

The District may fill any vacancy that occurs during the school year with a long-term substitute teacher, providing the filling of such vacancy complies with applicable law. If the long-term substitute meets the Superintendent or designee's approval, the District may appoint the long-term substitute to a full-time temporary position for the remainder of the school year. For the next year, the District shall fill the vacancy pursuant to this Article.

ARTICLE 14: REASSIGNMENTS/TRANSFERS

14.1 **Definitions**

“Reassignment” refers to a change in assignment of a teacher from one grade level to another in grades K-5, a change of three (3) or more courses for a teacher in grades 6-12, or to/from a special assignment.

“Transfer” generally refers to a change in the teacher's work location.

All reassignments/transfers will be within one of the following:

- The teacher's credential authorization
- Pursuant to local authorization (Assignment Review Panel), including the affected teacher's request and consent
- With a written plan (e.g. limited assignment permit) to obtain the credential necessary to teach the class, including the affected teacher's consent

14.2 **Voluntary Reassignments/Transfers**

When vacancies occur, the hiring manager will communicate the vacancy first at the site where the opening exists, second throughout the District.

Teachers who desire to be reassigned/transferred may file a written request with the principal. Such requests shall be acknowledged in writing. In the determination of requests for voluntary reassignment/transfer, the wishes of the individual teacher shall be accorded good-faith consideration.

14.2.1 A teacher wishing to fill a vacancy will only meet with the site principal(s) involved in the reassignment/transfer.

14.2.2 Whenever possible, the site principal will inform the teacher applying for reassignment/transfer whether the request can be honored before the vacancy is posted.

14.3 Involuntary Reassignments/Transfers

The District and the Association recognize that some involuntary reassignments/transfers of teachers may be unavoidable, and that the factors considered may include the educational needs of the school system, the teacher's seniority in the District, the preferences of the individual teachers, academic preparation and area of competence, major/minor fields of study, and previous experience. The District shall not be arbitrary, capricious or discriminatory in making an involuntary reassignment/transfer. Arbitrary, capricious or discriminatory reassignments/transfers may be grounds for a grievance. In the event an involuntary reassignment/transfer becomes a matter of grievance, such reassignment/transfer shall not be deemed permanent until the grievance has been resolved.

14.3.1 The District may not move a teacher for disciplinary reasons unless the teacher has been informed as part of the evaluation process, or by way of other disciplinary notices, and has had an opportunity to remediate.

14.4 Reason for Transfer

Upon written request, reasons for involuntary reassignment shall be given to the teacher in writing, as soon as determined.

14.5 Reassignment/Transfer to Charter School

In the event a teacher is reassigned/transferred to a District governed charter school, and in the event that the charter school closes, the teacher will be reassigned/transferred to another position within the District pursuant to this Article.

14.6 Rights to a Meeting

Upon request, a teacher who is being involuntarily assigned or who has been denied a voluntary transfer shall be entitled to a meeting between the teacher, principal(s), and Superintendent involved. The teacher may choose a representative at such meetings.

14.7 Reassignment to Balance Class Size and/or Achieve Comparability

During the school year, the Superintendent/designee may, pursuant to the District's enrollment policy, reassign teachers to balance class size and/or achieve comparability.

14.8 Scheduling Committee

Up to three (3) teachers and the principal may comprise a team at each site known as a "scheduling committee." The purpose of this committee is to evaluate scheduling problems and assignments. Teachers who serve on a scheduling committee will be selected by site teachers.

14.9 **Determination of Reassignment**

The final determination of reassignment will be made by the site administrator and/or Superintendent. A good-faith effort will be made to make decisions on all reassignments as soon as possible.

14.10 **Transporting Materials and Equipment**

When a teacher is transferred or reassigned, District personnel will load, transport and unload materials, which are boxed and labeled. In addition, District personnel will load, transport and unload appropriately labeled equipment. In addition, the teacher may request two (2) calendar days of support from a substitute or two (2) days of pay at the substitute rate.

ARTICLE 15: EVALUATION PROCEDURES [To be negotiated in 2020-2021]

15.1 **Probationary Teacher Evaluation**

Every probationary teacher will be evaluated, in writing, at least twice per year.

15.2 **Permanent Teacher Evaluation**

15.2.1 Purpose

15.2.1.1 It is acknowledged by all parties that the goal of evaluation is to improve instruction and enhance performance. It is further acknowledged that termination of incompetent, unprofessional, unsatisfactory and/or inefficient teachers is a means of improving education. Any teachers who have completed the Peer Assistance and Review Program, if any, and are evaluated as “unsatisfactory” in one (1) or more evaluation standards may be recommended for dismissal by the Governing Board according to the due process usually afforded dismissals.

15.2.1.2 Not all evaluations are intended to facilitate a decision to terminate a teacher; however, if an evaluation occurs pursuant to an express intention to terminate a permanent teacher, the District shall notify the teacher involved ten (10) days in advance who, prior to the evaluation, shall have the right to a meeting accompanied by a DUTA representative to discuss the evaluation and/or possible termination.

15.2.1.3 All teachers will be evaluated at least once every five years, pursuant to Board Policy and Administrative Regulation 4115.

1. At least every other year
2. At least every five years if all of the following conditions are met:

- a. The employee has been employed by the district at least 10 years.
- b. The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.
- c. The employee's previous evaluation rated him/her as meeting or exceeding standards.
- d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

15.2.2 Observations

Nothing in this Article or Agreement will prohibit, regulate or discourage the use of classroom observations. However, each evaluation shall include at least one (1) observation lasting one (1) full period or one (1) complete lesson.

15.2.3 Pre-Evaluation Procedures and Time-Line

All pre-evaluation procedures, including but not limited to pre-evaluation meetings, shall be conducted according to the attached Pre-Evaluation Procedure Time-Line form, attached to this Agreement as Appendix B-1. These pre-evaluation procedures may be modified on a case-by-case basis through a prior written agreement between a teacher and their site principal.

15.2.4 Evaluation Forms

All evaluations shall be conducted utilizing the six standards evaluation form or the Alternative Evaluation Form, attached to this Article as Exhibit B-5.

For the 2017-2018 school year, both parties agree that the District will pilot the Thoughtful Classroom Teacher Effectiveness Framework evaluation tool and shall utilize all forms and documents associated with this tool, a budgeted expense included in the Educator Effectiveness Grant Expenditure Plan (restricted funding).

The Parties agree to extend the Thoughtful Classroom Teacher Effectiveness pilot through the 2018-19 school year. The Parties agree to the attached evaluation form (Attachment 1).

Commencing the 2018-19 school year, the Parties agree to utilize the attached Counselor evaluation form (Attachment 2) through the 2019-20 school year with the addition of a "Not observed" checkbox for each standard. The Parties will meet and negotiate the Counselor evaluation form during the 2019-20 school year

negotiations.

15.2.5 Circumstances Precluding a Negative Evaluation

No negative evaluation of a teacher's performance shall be predicated upon the teacher's proper and professional use of teaching materials provided and approved by the District, provided that such materials are consistent with the age and maturity level of the affected students and are consistent with the District's educational and curriculum guidelines and policies.

15.2.6 Unfair Evaluations

If any teacher believes an evaluation was performed unfairly, that teacher may file a grievance pursuant to Article 12.

15.2.7 The evaluation of a unit member pursuant to this Article shall not include or be based upon the following:

- 15.2.7.1 Standardized achievement test results;
- 15.2.7.2 Results of any measurement utilized for the purpose of a school improvement plan;
- 15.2.7.3 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member; or
- 15.2.7.4 Unsubstantiated third-party reporting.

ARTICLE 16: PEER ASSISTANCE REVIEW [To be negotiated in 2020-2021]

16.1 General

16.1.1 The Denair Unified Teachers Association and the Denair Unified District strive to provide the highest possible quality of education. In order for students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues.

16.1.2 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article 8: EVALUATION PROCEDURES, of this Contractual Agreement.

16.1.3 It is recognized by all parties that this Article is a "living document" and may change over time through the negotiations process.

16.2 Purpose

- 16.2.1 The parties have cooperated in the design and implementation of this Peer Assistance and Review Program (“Program” or “PAR”) to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer in, this Program are viewed as valuable professionals.
- 16.2.2 The Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies and teaching methods.
- 16.2.3 The extent of the Program’s assistance and review depends on whether the participating teacher is:
 - 16.2.3.1 A participating teacher with an unsatisfactory evaluation in one (1) or more of the standards of the California Standards for the Teaching Profession (“CSTP”);
 - 16.2.3.2 A beginning teacher; or a
 - 16.2.3.3 A voluntary participating teacher.
- 16.2.4 The Program’s assistance shall be provided through Consulting Teachers, but shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article 8: EVALUATION PROCEDURES, of this Agreement and Education Code section 44660 et seq.
- 16.2.5 Program resources shall be utilized in the following order:
 - 16.2.5.1 Participating Teachers with an unsatisfactory evaluation in one (1) or more of the standards of the CSTP;
 - 16.2.5.2 Beginning Teachers; and then
 - 16.2.5.3 Voluntary Participating Teachers.
- 16.2.6 Whenever possible, teachers participating in the Program will have the opportunity to choose a consulting teacher from a list provided by the Panel.
- 16.2.7 Participation in the Program is limited. Individuals new to teaching or teachers transferring from another District shall not remain in the Program more than two (2) years. Voluntary Participating Teachers, and any other Participating Teacher, shall remain in the Program no more than one (1) year. The Panel shall have the discretion to discharge any Participant at an earlier time.
- 16.2.8 Voluntary Participating Teachers have the right to opt out of PAR at any time.

16.3 Definitions

- 16.3.1 “Classroom Teacher” or “Teacher”: Any unit member who is covered by Article 1: AGREEMENT/RECOGNITION, of this Agreement.
- 16.3.2 “Participating Teacher”: A classroom teacher who either volunteers for, or is required by this Article to participate in, the Program. Such teacher shall be an individual who meets one (1) of the following qualifications:
- 16.3.2.1 “Participating Teacher With an Unsatisfactory Evaluation”: A unit member with permanent status whose most recent performance evaluation contained one (1) or more “Unsatisfactory” ratings in the standards of the CSTP, as specifically designated by Article 8: EVALUATION PROCEDURES, of this Agreement.
 - 16.3.2.2 “Beginning Teacher”: For purposes of this Article, a unit member who is either (1) probationary; or (2) employed pursuant to a full-year temporary contract; or (3) any District teaching intern participating in a program established according to Education Code Sections 44305 et seq. and 44325 et seq. Support to a Beginning Teacher pursuant to this Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.
 - 16.3.2.3 “Voluntary Participating Teacher”: A unit member with permanent status.
- 16.3.3 “Consulting Teacher”: An exemplary teacher who shall provide Program assistance to the Participating Teacher. The Consulting Teacher shall possess at least the following minimum qualifications:
- 16.3.3.1 He/she shall have a credential for teaching in the classroom and have permanent status;
 - 16.3.3.2 He/she shall have at least five (5) years of recent experience in classroom instruction;
 - 16.3.3.3 He/she shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject-matter knowledge, knowledge of and commitment to District curricular goals and standards and the California Standards for the Teaching Profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts;
 - 16.3.3.4 He/she shall have demonstrated a continuing ability to work cooperatively and effectively with other teachers and administrators, shall have demonstrated effective leadership skills and abilities, and shall have substantial experience working on school or District committees; and

- 16.3.3.5 He/she shall have the ability to communicate effectively, both orally and in writing.
- 16.3.4 “Principal” or “Evaluating Principal”: The certificated administrator appointed by the District to evaluate a certificated teacher pursuant to Education Code section 44600 et seq. and Article 8: EVALUATION PROCEDURES, of this Agreement.
- 16.3.5 “Joint Teacher/Administrator Peer Review Panel”: That body which governs and oversees the PAR Program, as described more fully in Section 4: Joint Teacher/Administrator Peer Review Panel, of this Article, and whose responsibilities include, but are not limited to, administration of the Program, selection and oversight of Consulting Teachers, and recommendations to the Governing Board regarding Participants for inclusion in the Program.

16.4 Joint Teacher/Administrator Peer Review Panel

16.4.1 General Provisions:

- 16.4.1.1 The Joint Teacher/Administrator Peer Review Panel (“Panel” or “Joint Panel”) shall consist of three (3) members.
- 16.4.1.2 Two (2) members shall be certificated classroom teachers who are chosen to serve by the Association.
- 16.4.1.3 The third member shall be a District administrator chosen by the District to serve on the Joint Panel. Whenever possible, the District shall choose an administrator who is not responsible for evaluations.

The District and the Association shall individually determine the method for selection, and the qualification to serve, of its selected Panel member(s), as well as the method for filling of Panel vacancies.

- 16.4.1.4 To promote continuity, appointees shall serve staggered three (3) year terms.
- 16.4.1.5 The Joint Panel shall establish its own meeting schedule. To meet, at least two-thirds (2/3rds) of the members must be present, one (1) of whom must be a District administrator. Such meetings may take place during the regular teacher work day, with a grant of release time to Panel members and, if necessary, Consulting Teachers and Participating Teachers, or during non-school time.
- 16.4.1.6 The Joint Panel shall establish procedures and regulations necessary to carry out the requirements of this Article, including but not limited to a procedure for the selection of a Panel Chairperson.
- 16.4.1.7 Panel members shall receive an annual stipend depending on work load and budget.

16.4.1.8 The District shall retain five percent (5.0%) of the Program's gross funding for administrative services.

16.4.2 Duties and Responsibilities with Regard to Consulting Teachers:

The primary responsibility of the Joint Panel shall be the selection and oversight of the Consulting Teachers. In addition, the Joint Panel shall be responsible for the following:

16.4.2.1 Establishment, and administration of, a procedure for application as a Consulting Teacher in accordance with Section 5: Consulting Teachers, of this Article.

16.4.2.2 Assigning the Consulting Teacher, and thereafter annually evaluating the effectiveness of that teacher in his/her role as a Consulting Teacher.

16.4.2.3 If so determined, the Joint Panel may remove a Consulting Teacher from the Program.

16.4.2.4 Reasons for removal include, but are not limited to, the specific needs of the Program or the inadequate performance of Consulting Teacher.

16.4.3 The Joint Panel shall coordinate with the District to provide annual training for the Joint Panel members, Consulting Teachers and, where appropriate, Participating Teachers.

16.4.4 Duties With Regard to A Participating Teacher with an Unsatisfactory Evaluation:

16.4.4.1 The Joint Panel shall send written notification of required participation in the Program to the Participating Teacher with an Unsatisfactory Evaluation, the Consulting Teacher and the site Principal.

16.4.4.2 Thereafter, the Joint Panel shall review the final report prepared by the Consulting Teacher regarding the progress in the PAR Program of the Participating Teacher with an Unsatisfactory Evaluation.

16.4.5 Annual Evaluation:

By January 15 annually, the Panel shall submit a written report only to the Governing Board via the Superintendent and to the Association Executive Board.

16.4.5.1 The report shall include an assessment of the Program's impact and success, including recommendations for improvement of the PAR Program.

16.4.5.2 The annual assessment may include interviews of Program Participants, Principals, and others as deemed appropriate.

- 16.4.5.3 The report shall include recommendations regarding Participating Teachers with Unsatisfactory Evaluations.
- 16.4.5.4 If necessary, the Panel shall forward names of those Participating Teachers who, after sustained assistance, are unable to demonstrate satisfactory improvement.

16.5 Consulting Teachers

16.5.1 General Provisions:

- 16.5.1.1 Each application to serve as a Consulting Teacher must be supported by three (3) references from individuals with specific knowledge of his/her qualifications, as follows:
 - 16.5.1.2 A District administrator or immediate supervisor;
 - 16.5.1.3 An Association representative; and/or
 - 16.5.1.4 Another classroom teacher.

All applications and references shall be treated with confidentiality. Applications and references shall be submitted directly to the Joint Panel by the author of the Application for Consideration as Consulting Teacher.

- 16.5.1.5 Consulting Teachers shall be selected by a majority vote of the Joint Panel following classroom observations by the Joint Panel. A Consulting Teacher cannot be a member of the Joint Panel.
- 16.5.1.6 The term of the Consulting Teacher shall be one (1) year with annual renewal for up to three (3) years. A teacher may not serve in the position for more than three (3) full terms, each one (1) year in duration, or a maximum of three (3) years, provided other acceptable candidates are available.
- 16.5.1.7 A Consulting Teacher serves on a part-time basis.
- 16.5.1.8 They shall have a regular full-time teaching assignment but shall be provided with release time for each assigned Participating Teacher.
- 16.5.1.9 In addition to his/her regular salary, a part-time Consulting Teacher shall receive an annual stipend depending on workload and budget.

16.5.2 Duties and Responsibilities With Regard to Program Participants:

- 16.5.2.1 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other

activities which, in his/her professional judgment, will assist the Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Principal.

- 16.5.2.2 The Consulting Teacher shall meet with the referred Participating Teacher to discuss the PAR Program, to develop a plan designed to assist the Participating Teacher in complying with the Professional Improvement Plan. This plan shall include performance goals for the Participating Teacher. In addition, the Consulting Teacher and Participating Teacher shall discuss and develop a process for evaluating that teacher's participation in the Program.
- 16.5.2.3 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 16.5.2.4 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the teacher for discussion and review.
- 16.5.2.5 A "draft" copy of the Consulting Teacher's report shall be submitted to, and discussed with, the Participating Teacher with an Unsatisfactory Evaluation, who shall then have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the Participating Teacher for signature. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.
- 16.5.2.6 The Consulting Teacher shall promptly submit a final report to the Joint Panel. The Participating Teacher with an Unsatisfactory Evaluation shall have the right to submit a written response, within twenty (20) days of the receipt of the "draft" report, and have it attached to the final report.

16.6 Program Participation

- 16.6.1 By Participating Teachers with an Unsatisfactory Evaluation.
 - 16.6.1.1 Any such teacher must participate in the Program.
 - 16.6.1.2 Such teacher will be assigned a Consulting Teacher.
 - 16.6.1.3 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator in the Professional Improvement Plan ("PIP").
 - 16.6.1.4 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These

recommendations shall be considered the performance goals required by Education Code sections 44664(a) and 44500(b)(2).

- 16.6.1.5 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet with the Participating Teacher to discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
 - 16.6.1.6 The Consulting Teacher and the evaluating Principal are expected to develop a cooperative relationship and shall coordinate and align the assistance that should be provided to Participating Teachers by the Consulting Teacher.
 - 16.6.1.7 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in this Article which shall also involve conducting multiple classroom observations of the Participating Teacher.
 - 16.6.1.8 Before December 15 of each year, the Consulting Teacher shall complete a written assessment of the teacher's performance and participation in the Program consisting solely of:
 - 16.6.1.9 A description of the assistance provided to the Participating Teacher; and
 - 16.6.1.10 A description of the results of the assistance in the targeted areas.
- This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.
- 16.6.1.11 The results of the teacher's participation in the Program shall be available for use as part of the Participating Teacher's annual evaluation.
 - 16.6.1.12 The evaluating Principal shall have the discretion as to whether, and how, to use the results set forth in the report in the annual evaluation.
 - 16.6.1.13 The Consulting Teacher's report on participation in that Program shall be made available to the District for placement in the Participating Teacher's personnel file if the report is referenced by the Principal in the evaluation.
 - 16.6.1.14 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.

16.6.1.15 The District shall have the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

16.6.2 By Beginning Teachers

16.6.2.1 A Consulting Teacher will be assigned to one (1) or more Beginning Teachers to provide assistance. During the first year of assistance to a Beginning Teacher, the Consulting Teacher shall concentrate the assistance in the area of the CSTP. In the second year of assistance to a Beginning Teacher, assuming continued employment, the Consulting Teacher will focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.

16.6.2.2 The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.

16.6.2.3 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participate in the Program.

16.6.2.4 The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness for Beginning Teachers and specific areas for improvement in the Program to the Joint Panel.

16.6.2.5 The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program for Beginning Teachers.

16.6.3 By Voluntary Participating Teachers

16.6.3.1 Voluntary Participating Teachers are individuals who either wish to grow and learn with the assistance of a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills, the acquisition of a new subject matter, or expanded practice in the CSTP.

16.6.3.2 The Voluntary Participating Teacher must first submit to the evaluating Principal a written plan for professional growth requesting the assistance of a Consulting Teacher. If the plan is approved by the Principal and involves a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan.

- 16.6.3.3 The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his/her participation in the Program at any time.
- 16.6.3.4 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, both the Consulting Teacher and the Joint Panel will be on an “only as required” basis as determined by the individual plan.
- 16.6.3.5 All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others including, but not limited to, the site Principal, the evaluator or the Joint Panel.

16.7 Other Provisions

- 16.7.1 Functions performed by unit members as Consulting Teachers or members of the Joint Panel pursuant to this Article shall not constitute either management or supervisory functions as defined by Government Code section 3540.1(g) and (m). Such unit members shall continue to enjoy all rights afforded to other certificated bargaining unit members of the District.
- 16.7.2 Unit members who perform functions as Consulting Teachers or Joint Panel members under this Article shall have the same protection from liability and access to appropriate defense as other public-school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 16.7.3 All documents and information relating to a specific employee’s participation in this Program is regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act (Government Code section 6250, et seq.) as a personnel record.
 - 16.7.3.1 The annual evaluation of the Program’s impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 16.7.3.2 The selection process for Consulting Teachers, to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except as required by law.
- 16.7.4 A Participating Teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses, which shall become part of the official record of the intervention.

- 16.7.5 Expenditures for this Program shall not exceed the revenue received through governmental sources, including but not limited to AB-1X and, where applicable, BTSA.
- 16.7.6 Notwithstanding any provision in this Article to the contrary, this Article shall not in any way modify or affect the rights of the District under applicable law, regulation, Board policy and Board administrative regulation relating to the employment, classification, retention, nonreelection or release of certificated employees, including but not limited to the nonreelection of probationary employees.
- 16.7.7 Consulting teachers are encouraged to use whatever resources are available to fulfill their duties under this Article, including but not limited to using volunteer labor. However, all resource uses will be cleared by the Panel, so long as the resources used are allowable and compliant with applicable law and/or regulation.

ARTICLE 17: PROGRESSIVE DISCIPLINE

The association recognizes that the District has the right and responsibility to take appropriate disciplinary action against a teacher on the grounds of unprofessional conduct or violation of or refusal to obey reasonable regulations prescribed in Education Code or by the State Board of Education or by the Governing Board of the District or by Administrative Rules or by the requirements of the negotiated agreement.

In exercising this responsibility, the District agrees to use progressive discipline and correction except where the nature of the offense or the possible consequences of repetition reasonably requires more severe immediate action by the District. In all instances the severity of the punishment must relate to the severity of the offense and discipline shall be for cause and members of the unit shall be provided the protection of procedural due process.

Progressive discipline shall include the following:

- 17.1 **Verbal or Written Warnings.** Verbal or written warning may be used when the District believes that it may prevent or correct a behavior and the offense. If the conduct does not warrant a record of the event being placed in the unit member's personnel file, written warnings shall not be placed in the unit member's personnel file nor shall they be subject to appeal unless and until a written reprimand is issued for the same or similar actions. [These warnings, at a later time, may be attached to a formal written reprimand and entered in to the personnel file]
- 17.2 **Written Reprimand.** Written reprimands may only be used under the following circumstances:
- 17.2.1 When a teacher repeats an offense after having previously received a written warning about similar actions.

17.2.2 When the nature of the offense and the possible consequences of repetition justify the need for a permanent record of the event being placed in the unit member's personnel file.

17.3 **Suspension.** Suspensions may only be used under the following circumstances:

17.3.1 When a teacher repeats an offense after having previously received a written reprimand about similar actions.

17.3.2 When the nature of the offense and the possible consequences or repetition are so severe as to justify the suspension.

17.4 **Length of Suspension**

17.4.1 No teacher shall be suspended for more than ten (10) working days without pay during a school year unless the nature of the offense and the possible consequences of repetition would endanger students and/or staff.

17.4.2 Additional days of suspension beyond ten (10) working days must be approved by the School Board.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

18.2 **Definitions**

18.2.1 A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication, or misinterpretation of any law, Board policy, or regulation.

18.2.2 The "grievant" is the unit member, unit members, or the Association making the claim.

18.2.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.2.4 "Superintendent" means the chief executive officer of the District or designee.

18.2.5 "Work day" means any days that the District Office is open for business. This definition excludes weekends and holidays, but includes summer months, as long as verification of notification has been made.

18.3 Procedure

18.3.1 Level One Immediate Supervisor

18.3.1.1 A grievance shall be presented in writing to the immediate supervisor, with a copy simultaneously provided to the Association. The immediate supervisor shall meet within five (5) working days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) working days of such meeting.

18.3.1.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) working days of such meeting or ten (10) working days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.

18.3.2 Level Two Superintendent

18.3.2.1 The Superintendent or designee shall meet with the grievant and/or designated Association representative within five (5) working days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) working days of such meeting.

18.3.3 Level Three Mediation

18.3.3.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.

18.3.3.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

18.3.3.3 The mediator, within ten (10) working days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

18.3.3.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This

agreement shall be non-precedential and shall constitute a settlement of the grievance.

- 18.3.3.5 In the event that the grievant, the Association and the Superintendent or designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) working days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

18.3.4 Level Four Binding Arbitration

- 18.3.4.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) working days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.

- 18.3.4.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as appropriate. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after hearing the merits of the grievance.

- 18.3.4.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

18.4 Time Limits

- 18.4.1 Time limits provided for at each level shall begin the working day following receipt of the grievance appeal or written decision.

18.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

18.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

18.4.4 Grievances related to safety shall commence at the Superintendent's Level.

18.5 **Rights of Representation**

A grievant may be represented at all stages of the grievance by an Association representative(s).

18.6 **No Reprisals**

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

18.7 **Miscellaneous**

18.7.1 The Association, either in its own behalf or in behalf of more than one affected unit member, may initiate a grievance at Level Two.

18.7.2 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level Two.

18.7.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

18.7.4 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

18.7.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

18.7.6 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

18.7.7 A teacher may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance without representation, the Association shall have the right to be present and state its views at all grievance meetings. 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.

18.8 **Expedited Arbitration**

At the option of the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

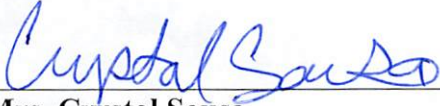
SIGNATURE PAGE

FOR THE DENAIR UNIFIED SCHOOL
DISTRICT:

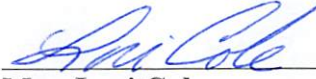
FOR THE DENAIR UNIFIED TEACHERS
ASSOCIATION:

Date: November 12, 2020

Date: November 12, 2020



Mrs. Crystal Sousa
President of the Governing Board



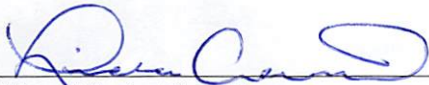
Mrs. Lori Cole
DUTA President and Lead Negotiator



Mrs. Kara Backman
Director of Secondary Education /
District Negotiating Team



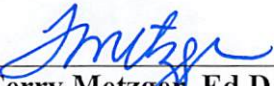
Mrs. Linda Neely
DUTA Negotiating Team



Mrs. Linda Covello
Chief Business Official



Mr. Craig Cumberland
DUTA Negotiating Team



Terry Metzger, Ed.D.
Superintendent



Mr. David Rodriguez
DUTA Negotiating Team

APPENDIX A – Extra Duty Stipend Schedule

	STIPEND	DECA	DMS	DHS	DCA
1	Activities Director		\$750	\$1,500	
2	Academic Decathlon Coach			\$1,000	\$1,000
3	Adjunct Duty pay for exceeding requirements of 20 hours	\$32/ hr			
4	Ag Lead Teacher			\$2,400	
5	Ag Teacher(s) - FFA, Extended Summer Services			\$10,000	
6	Band and Choral Director	\$2,200			
7	Clubs Clubs must be Board Approved with Bylaws, Constitution and meeting time. Minutes are required. Advisor must be present at all activities.	\$500	\$500	\$500	\$500
8	Dance/Ballet or Drama Coach (2 productions per year) Will be paid \$900 for each approved additional production in the same year	\$2,000		\$2,000	
9	Elementary Afterschool Enrichment Activities (i.e. visual and performing arts and academics) up to 10 stipends annually	\$500			
10	Hourly Rate Saturday School, I.S. Intervention, Academy, Summer School/Extended Year, Curriculum, Translation services, Assignment Review Panel	\$32/ hr			
11	Math Bowl		\$500		
12	Mock Trial			\$1,000	
13	Outdoor Education (to be divided among chaperone teachers)		\$2,500		
14	MTSS Coordinator (up to 2 stipends per site)	\$750	\$750	\$750	\$750
15	Pentathlon		\$500		
16	PreIntern/Intern Mentor	\$800 per PreIntern/ Mentor			
17	Prom Advisor			\$315	\$315
18	Science Olympiad (if not a class period)		\$500	\$1,000	
19	Senior Advisor			\$680	
20	Speech/Debate Team		\$500	\$500	
21	Student Success Team (SST) Coordinator	\$350			
22	Teacher Induction Mentor	\$1,300 per Inductee			
23	WASC Coordinator (up to 2 stipends when needed)		\$1,500	\$1,500	\$1,500
24	Yearbook	\$500	\$1,000	\$1,500	\$500

Revised 4/23/2020 and resubmitted to the Board on: June 4, 2020

APPENDIX B – Athletic Stipend Schedule

ATHLETIC STIPEND SCHEDULE 2019-2022

Athletic Director – High School	\$2,700.00
Athletic Director – Middle School	\$1,300.00
Baseball (2 teams)	
Varsity Head Coach	\$2,400.00
Varsity Assistant Coach	\$1,300.00
JV Head Coach	\$1,650.00
JV Assistant Coach	\$1,100.00
Basketball (5 teams)	
Boys Varsity Head Coach	\$2,400.00
Boys Varsity Assistant Coach	\$1,300.00
Girls Varsity Head Coach	\$2,400.00
Girls Varsity Assistant Coach	\$1,300.00
Boys JV Head Coach	\$1,650.00
Boys JV Assistant Coach	\$1,100.00
Girls JV Head Coach	\$1,650.00
Girls JV Assistant Coach	\$1,100.00
Novice/Freshman Head Coach	\$1,400.00
Cross Country (1 team)	
Varsity Head Coach	\$2,400.00
JV Head Coach	\$1,300.00
Football (2 teams)	
Varsity Head Coach	\$2,400.00
Varsity Assistant Coach (2 coaches @ \$1,300.00 each)	\$2,600.00
JV Head Coach	\$1,650.00
JV Assistant Coach (2 coaches @ \$1,100.00 each)	\$2,200.00
Golf (2 teams)	
Boys Golf Varsity Head Coach	\$2,400.00
Girls Golf Varsity Head Coach	\$2,400.00
Pep Squad Advisor – (\$800 each semester)	\$1,600.00
Junior Booth – (\$500 each season)	\$1,500.00

Soccer (2 teams)

Boys Varsity Head Coach	\$2,400.00
Girls Varsity Head Coach	\$2,400.00
Boys Varsity Assistant Coach	\$1,300.00
Girls Varsity Assistant Coach	\$1,300.00

Softball (2 teams)

Varsity Head Coach	\$2,400.00
Varsity Assistant Coach	\$1,300.00
JV Head Coach	\$1,650.00
JV Assistant Coach	\$1,100.00

Strength and Conditioning (\$1,200 per season – Fall/Winter/Spring) \$3,600.00

Tennis (1 team)

Varsity Head Coach	\$2,400.00
Varsity Assistant Coach	\$1,300.00

Track (3 teams)

Boys Varsity Head Coach	\$2,400.00
Boys JV Head Coach	\$1,650.00
Girls Varsity Head Coach	\$2,400.00

Volleyball (4 teams)

Boys Varsity Head Coach	\$2,400.00
Girls Varsity Head Coach	\$2,400.00
JV Head Coach	\$1,650.00
Novice/Freshman Head Coach	\$1,400.00

Wrestling (2 teams)

Varsity Head Coach	\$2,400.00
JV Head Coach	\$1,650.00

Middle School Coaches (9 coaches @ \$1,100.00 each) \$9,900.00

Middle School Intramural Coaches (4 coaches @ \$525.00 each) \$2,100.00

Note: Any unused stipends shall remain within the athletic budget. These funds shall only be used for athletic expenditures, including referees, transportation, or other related athletic expenditures.

APPENDIX C – Verification of Absence and/or Request to be absent

VERIFICATION OF ABSENCE AND/OR REQUEST TO BE ABSENT

Employee _____ **Site** _____

CLASSIFICATION: Certified _____ Classified _____ Mgmt. _____ Confidential _____

Date(s) _____ **Month/Day/Year** _____ **Day of the Week** _____ **Work Hours Missed (example 8:00 – 3:30)** _____

**** If you are taking a full day off you must list the exact contracted start and end time for your position.

Substitute Needed - Yes No Requested Substitute _____

Yard Duty - Yes No Substitute Used _____

EXPLANATION OF ABSENCE Must select one.

- 001 Sick Leave Deduction - Illness of Self / Medical Appointment
- 007 Workers' Compensation (Date Accident Report was filed at District Office _____)
- 004 Personal Necessity Deduction - Illness in immediate family member
(Specify _____)
- 003 Personal Necessity Deduction
 - Death of immediate family member (Exceeding allowed bereavement)
(Specify _____)
 - Accident involving person or property of self or immediate family member
(Specify _____)
 - Appearance in court as litigant or witness under official order (Attach document)
- 002 Personal Necessity Deduction Discretionary/No Tell Day - According to CSEA or DUTA contract, as applicable
- 005 Bereavement Leave - No Deduction (Specify family member _____)
- 006/011/012 School Business - No Deduction (State Nature _____)
(Location _____)
(Charge Substitute to Account No. _____)
- 013 Jury Duty - No Deduction (attach certification from court dated day of absence as proof of attendance)
- 015 Compensatory Time off (Total hours taken _____)
- 014 Vacation Days (Total hours taken _____)
- 009 Payroll Deduction (Specify _____)

I certify that the above requested leave is consistent with the bargaining unit contract.

Signature of Employee _____ **Date** _____

Approved by Principal/Supervisor _____ Date _____

Approved by Superintendent _____ Date _____

- Original to Payroll
- Entered on Digital Schools

LEAVES OF ABSENCE

All leaves of absence must be reported prior to the intended absence. Employees shall submit written verification of absence upon request of the administration.

A. SICK LEAVE (Education Code 44978) - Sick leave is defined as an absence from work due to illness or injury. Unused days shall be accumulated from year to year.

B. SICK LEAVE ALLOWED FOR PERSONAL NECESSITY (Education Code 44981) - Any days of leave of absence for illness or injury allowed pursuant to Education Code 44978, (refer to CSEA/DUTA contract for maximum number of days allowed per school year), may be used by the employee, at his election, in cases of personal necessity:

1. Death or serious injury of a member of his immediate family*. Serious illness is defined as a sickness that may be terminal.
2. Accident, involving his person or property, or the person or property of a member of his immediate family*

Prior approval is not required for B. 1 and B. 2. However, advanced notification is required.

3. Appearance in court as a litigant; or as a witness under an official order. A litigant is a person engaged in a lawsuit. An official order is a court summons, subpoena or citation. (Attach copy of order to this form.)
4. Illness in the immediate household which demands the employee's presence. This applies to relatives living with the employee. The reason for absence must be explicit.

C. LEAVE OF ABSENCE DUE TO DEATH OF MEMBER OF IMMEDIATE FAMILY (E.C.44985)

An employee is entitled to a leave of absence, not to exceed five (5) days, on account of the death of any member of their "immediate family."* No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board of Trustees.

D. LEAVE FOR SCHOOL BUSINESS - An employee must have written approval of the administration prior to the absence. This leave will not be deducted from other leaves of absence or the employee's salary. School Business may be attendance at workshops, meetings or conferences, visits to schools, etc.

E. APPROVED PERSONAL DAY - NO TELL/DISCRETIONARY DAY - As defined in your contract.

*Immediate Family as defined in your contract

APPENDIX D-1 – Certificated Salary Schedule

DENAIR UNIFIED SCHOOL DISTRICT 2020/2021 CERTIFICATED ANNUAL SALARY SCHEDULE

183 Days Per Year, 7 Hours Per Day (1.0 FTE)

Effective July 1, 2020

	I Less than 36 or Without Credential*	II +36	III +48	IV +60	V +72
1	\$43,035	\$44,324	\$45,655	\$47,025	\$48,435
2	\$44,324	\$45,655	\$47,025	\$48,435	\$50,130
3	\$45,655	\$47,025	\$48,435	\$49,889	\$51,885
4	\$47,025	\$48,435	\$49,889	\$51,384	\$53,571
5	\$48,435	\$49,889	\$51,384	\$52,926	\$55,312
6	\$49,889	\$51,384	\$52,926	\$54,514	\$57,109
7	\$51,384	\$52,926	\$54,514	\$56,149	\$58,965
8	\$52,926	\$54,514	\$56,149	\$57,834	\$60,882
9	\$54,514	\$56,149	\$57,834	\$59,568	\$62,860
10	\$56,149	\$57,834	\$59,568	\$61,356	\$64,904
11	\$57,552	\$59,280	\$61,057	\$62,891	\$67,012
12		\$60,761	\$62,584	\$64,462	\$68,688
13			\$64,149	\$66,072	\$70,406
14				\$67,724	\$72,166
15				\$69,080	\$73,969
16				\$70,462	\$74,895
17				\$71,871	\$75,831
18				\$73,309	\$76,812
19				\$74,775	\$77,739
20				\$76,269	\$78,710
21					\$79,694
22					\$80,690
23					\$81,699
24					\$82,719
25					\$83,753
30					\$84,800

ANNUAL ALLOTMENTS

Specialist Credential (Mild/Moderate or Moderate/Severe)	\$432.00 each
Masters/Doctorate	\$590.00 each
BCLAD Credential	\$835.00
Benefit Cap - Full Time	\$6,000.00

**Employees hired without a credential will be frozen on step 1 until a valid credential is obtained*

Revised on 4/23/20 and Board approved on: June 4, 2020

APPENDIX D-2 – Certificated Preschool Salary Schedule

DENAIR UNIFIED SCHOOL DISTRICT 2020/2021 CERTIFICATED ANNUAL SALARY SCHEDULE - PRESCHOOL

183 Days Per Year (175 academic days), 6 Hours Per Day (1.0 FTE)
Effective July 1, 2020

	Associate Teacher	Teacher	Master Teacher	Site Supervisor	Program Director
1	\$27,725	\$28,146	\$28,568	\$29,000	\$29,432
2	\$28,146	\$28,568	\$29,000	\$29,432	\$29,876
3	\$28,568	\$29,000	\$29,432	\$29,876	\$30,319
4	\$29,000	\$29,432	\$29,876	\$30,319	\$30,775
5	\$29,432	\$29,876	\$30,319	\$30,775	\$31,240
6	\$29,876	\$30,319	\$30,775	\$31,240	\$31,706
7	\$30,319	\$30,775	\$31,240	\$31,706	\$32,183
8	\$30,775	\$31,240	\$31,706	\$32,183	\$32,670
9	\$31,240	\$31,706	\$32,183	\$32,670	\$33,158
10	\$31,706	\$32,183	\$32,670	\$33,158	\$33,314
11	\$32,183	\$32,670	\$33,158	\$33,314	\$33,779
12		\$33,158	\$33,314	\$33,779	\$34,291
13			\$33,779	\$34,291	\$34,800
14				\$34,800	\$35,321
15				\$35,321	\$35,853
16				\$35,853	\$36,386
17				\$36,386	\$36,929
18				\$36,929	\$37,483
19				\$37,483	\$38,050
20				\$38,050	\$38,615
21					\$39,191
22					\$39,780
23					\$40,378
24					\$40,988
25					\$41,598
30					\$42,219

ANNUAL ALLOTMENTS

Specialist Credential (Mild/Moderate or Moderate/Severe)	\$432.00 each
Masters/Doctorate	\$590.00 each
BCLAD Credential	\$835.00
Benefit Cap - Full Time	\$6,000.00

Revised on 4/23/20 and submitted to the Board on: June 4, 2020

APPENDIX E-1 – Course Approval for Salary Advancement Instructions

DENAIR UNIFIED SCHOOL DISTRICT COURSE APPROVAL FOR SALARY ADVANCEMENT

1. Employee completes the following sections of the Course Approval for Salary Advancement form:
 - a. Name
 - b. Address
 - c. City/State/Zip
 - d. School site
 - e. Social Security Number
 - f. Home phone number
 - g. Work phone number
 - h. Accredited college or university
 - i. Units offered
 - j. Course title and number
 - k. Beginning date (also indicate if it is a day or evening class)
 - l. State how course is supportive of present assignment
2. Employee signs and dates the form and forwards all copies of the form to the principal.
3. Principal reviews, signs, dates and forwards all copies of the form to the Superintendent.
4. Superintendent signs and dates form.
5. Upon approval or disapproval, a copy will be distributed to the employee.

NOTES:

- 1) Credit will be applied to the salary schedule for units received for a class, seminar, workshop, etc. that was paid for by the District, but the applicant must pay for the units.
- 2) If the course is a self-taught or independent-study course, a beginning date must still be given.
- 3) The course description must be a printed copy from the college catalog or brochure.

A handwritten description is not acceptable.

APPENDIX E-2 – Course Approval for Salary Advancement Form

**DENAIR UNIFIED SCHOOL DISTRICT
COURSE APPROVAL FOR SALARY ADVANCEMENT FORM**

Name _____
Address _____ Home Phone # _____
City/State/Zip _____ Work Phone # _____
School Site _____ Grade Level/Subject _____

Note: Credit will be applied to the salary schedule for units received for a class, seminar, workshop, etc. that was paid for by the District, but the applicant must pay for the units.

Accredited College or University _____ Units Offered _____
Course Title and Number _____ Beginning Date _____

Please state how this course is supportive of your present assignment:

Employee's Signature _____ Date _____

ADMINISTRATIVE APPROVAL: The approved course serves the following purposes:

- Provides assistance needed to improve the teacher's performance
- Coincides with stated District goals
- Valuable in attaining unique school objectives
- Provides advanced training in specific curriculum area presently utilized in the District and is part of the teacher's present assignment
- Provides latitude of assignment in areas designated as critical by the District

Principal's Signature _____ Date _____

Approved Disapproved

Superintendent's Signature _____ Date _____

Approved Disapproved

*Reason for Disapproval _____

*All forms must be submitted to the Superintendent regardless of administrative approval