

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, 2022-June 30, 2025

Board Approved May 11, 2023.

Includes all Tentative Agreement language as of May 2, 2023.

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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, 2025. 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 2023-2024 school year, either party may reopen negotiations for salaries, benefits and two other articles.

1.6.2 For the 2024-2025 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 October 1, 2025 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 **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.

2.2 **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.

2.3 **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 **Family**

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

2.6 **Individual Contract**

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

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 Superintendent

“Superintendent” means the chief executive officer of the District or designee.

2.12 Teacher

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

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, except Article 5.2: Transitional Kindergarten/Kindergarten (Professional Hours). (Ed. Code sections 46300, 48000 and 48010.)

2.14 Work Day

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

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 on 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 8:15 AM 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.

Teachers employed at Denair Charter Academy (“DCA”) are expected to work 35 hours per week with flexibility necessary to meet the needs of the student population. Each teacher’s schedule will be individually approved by the DCA principal subject to later modification by the DCA principal to meet student needs.

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 night, 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 3:15 PM.

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 canceled 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 **Transitional Kindergarten/Kindergarten**

5.2.1 Transitional Kindergarten

Each Transitional Kindergarten classroom is allocated a paraeducator during the entire instructional day in accordance with staffing ratios as described in Education Code. When the required staffing ratio is met by the teacher alone, the classroom is allocated a paraeducator for a minimum of 90 consecutive minutes per student instructional day.

5.2.2 Kindergarten

Each Kindergarten classroom is allocated a paraeducator for a minimum of 90 consecutive minutes per student instructional day.

5.2.3 Every effort will be made to secure a substitute when the assigned paraeducator is absent or unavailable. In the event a substitute is not available, the principal will work with the teacher to coordinate replacement paraeducator time.

5.2.4 Transitional Kindergarten/Kindergarten teachers are excluded from school-wide detention, gate and yard duty. They will cover gate/yard duty for Transitional Kindergarten/ 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 student duties that are co-involved in the efficient operations of the school and enhancement of student 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 May 15 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 select adjunct duties adding up to no more than 20 hours per year and submit preferences for the principal’s consideration.
- 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 review and approve teachers’ selections. The principal may consider, but is not bound by, each teacher’s preference.
- 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 may submit a timesheet documenting above-cap hours.

5.3.5 Calculation of Hours

Each teacher performing adjunct duties shall receive credit for actual hours worked. Canceled events, unexpected overtime during sporting events, or adjunct duties worked across the district at a site principal; request will be included in the calculation of hours.

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, or that the adjunct duty assignment does not comply with this section, the teacher will first informally consult with the site principal.

5.3.8.1 If informal consultation is not effective, the teacher will follow the grievance procedures as outlined in Article 18.

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 drafted annually by the District in collaboration with DUTA prior to February 15. DUTA may gather input from its members and submit that feedback to the District. The calendar must comply with Board Policy and state-required instructional minutes. The calendar will be presented to the Board for approval at the March Regular Board Meeting for the following school year.

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 In the event a teacher has already been approved for an ongoing preparation period buyout as described in 6.4.1 and agrees to cover another class during that same preparation period, that teacher shall be compensated at double their per diem rate for that day's preparation period buyout only.

6.4.3 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 timesheet for pay at their per diem rate.

In addition, where a substitute is not available 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 Compensation for SST/504/IEP Meetings

Teacher attendance at SST, 504, and IEP meetings is considered a "classroom duty" and every effort will be made to hold these meetings during the contracted day. Should a meeting begin after the end of the contracted day, the participating teacher(s) may submit a timesheet and will be compensated at the extra duty hourly rate.

6.7 Bilingual Teachers Providing Translation Services

On occasion, bilingual teachers may be asked to translate for, parent conferences, IEPs, meetings, or written documents. Whenever possible, at least 72-hours notice will be given. Teachers who choose to provide translation services may submit a timesheet for said services at the extra duty hourly rate.

6.8 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 Education Code, all leave donations are voluntary, irrevocable, and confidential.
- 7.5.7 Per Education 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, the District's absence tracking process, 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 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 the District's absence tracking process, either before or after the absence occurs.

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 absences submitted by a teacher will not be changed unilaterally by the District. If an absence requires revision, the District will notify the teacher and request that the absence 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 2022-2025 Contract Period

At the conclusion of 2021-2022 negotiations, the 2022-2023 Certificated Annual Salary Schedules were increased by 4% effective July 1, 2022. Additionally, at the conclusion of 2022-2023 negotiations, the District agrees to provide a one-time COVID bonus in the amount of 4.5% of each teacher's annual salary based on the 2022-23 salary schedules.

Yearly Agreements

Effective July 1, 2023, the salary schedules shall be increased by eight percent (8%) from the 2022-2023 salary schedules.

8.2 Extra Duty Stipend Schedule for the 2022-2025 Contract Period(Appendix A-1)

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.

The 2022-2023 Extra Duty Stipend Schedule has been revised to include a reorganization of the type of work that qualifies for a stipend, added Expanded Learning Opportunities Program Duties paid at the teacher’s per diem rate, and increased the Hourly Duties rate to \$35 per hour.

8.3 Athletic Stipend Schedule for the 2022-2025 Contract Period (Appendix A-2)

The 2022-2023 Athletic Stipend Schedule has been revised to include an additional preparation period for Athletic Directors. In the event an Athletic Director doesn’t receive a second preparation period due to master scheduling conflicts, the Athletic Director would receive an increased stipend amount as listed on the 2022-2023 Athletic Stipend Schedule.

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. Additionally, in order to apply applicable stipends to STRS, an annual retirement base will be applied to all stipends.

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 as outlined in Article 10, “Units Toward the Salary Schedule.”

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.

Teachers 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 initial salary schedule placement.

9.2 Longevity

Longevity is addressed within the salary schedules in Appendix D-1 and D2.

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 schedules as of October 1 of that year.

9.4 Maximum Years of Experience Allowed

Credit for years of service on the salary schedules may be awarded with no limit 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 certificated salary schedule. For CTE teachers, the attainment of the preliminary CTE credential shall serve as the equivalent of a Bachelor's Degree for purposes of placement on the certificated 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 must be submitted by the teacher to the District 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 submit a course approval form to the site principal prior to taking a class applicable to the salary schedule. The District must approve or deny the request within ten (10) working days. The District will maintain records of cumulative units earned and dates of advancement on 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 official transcript(s) are received by the District not later than September 30.

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

ARTICLE 11: HEALTH AND WELFARE BENEFITS

Denair Unified School District shall enter into a contract with either a broker or a Joint Powers Agency (“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.

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 to retirees exceed those provided to 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.

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 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 by 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/Relocations.

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/RELOCATIONS

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 Assignment Review Panel

As required by Education Code, teachers must be authorized to teach their assignment for each year.

14.9.1 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.

14.9.2 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. There will be a minimum of one meeting per year.

14.9.3 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.

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

14.10 **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.

14.11 **Transporting Materials and Equipment**

When a teacher is relocated, 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 per occurrence. In the event the relocation is (1) an unplanned emergency and (2) the district requires a teacher to relocate over non-contracted days, the teacher may request two (2) days of pay at per diem.

ARTICLE 15: EVALUATION PROCEDURES

The goal of the evaluation process is to provide teachers with meaningful feedback while refining their professional and instructional practices.

15.1 **Components of an Evaluation**

15.1.1 Pre-evaluation Conference

The pre-evaluation conference includes formal goal setting and discussion of the formal evaluation tool and process. For probationary teachers, this pre-evaluation conference shall be completed by September 1. For permanent teachers who are on cycle, this pre-evaluation conference shall be completed by September 15. All goals shall be finalized by October 1.

15.1.2 Observation

Nothing in this Article or Agreement will prohibit, regulate or discourage the use of classroom observations.

Each evaluation cycle shall include at least three (3) informal observations and two (2) formal observations. Informal observations may include unannounced, drop-in,

or walk-through classroom visits. Formal observations shall be mutually scheduled, last for one (1) full period or one (1) complete lesson, and be preceded by a pre-conference and followed by a post-conference. At least one (1) formal observation will happen prior to winter break. Ideally, one (1) informal observation will occur within the first month of school.

15.1.3 Forms

Observation and evaluation forms are included as Appendix B.

Per Education Code 44663, the written summative evaluation will be delivered to the employee no later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

15.1.4 Summative Evaluation Conference

Per Education Code 44663, the summative evaluation conference includes review of the written summative evaluation, including formal and informal observations, and progress toward goals. The summative evaluation conference shall occur not later than the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

15.2 Evaluation Cycle

15.2.1 All probationary teachers will be evaluated once per year.

15.2.2 All permanent teachers will be evaluated at least every other year or at least once every five years if all of the following conditions are met, pursuant to Board Policy and Administrative Regulation 4115:

- The employee has been employed by the district for at least 10 years.
- The employee meets the qualifications of a highly qualified teacher as defined in the federal Elementary and Secondary Education Act.
- The employee's previous evaluation rating was meeting or exceeding standards.
- The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

15.3 Evaluation Outcomes

15.3.1 With an overall effectiveness rating of Developing, Proficient, and/or Expert level, probationary teachers will remain on an annual evaluation cycle, permanent teachers will follow a biennial evaluation cycle, or move to a 5-year evaluation cycle if criteria is met.

15.3.2 With an overall effectiveness rating of Novice level, probationary teachers shall be evaluated again the following school year. The District may provide support including an Assistance Plan, and/or formal or informal mentoring.

15.3.3 With an overall effectiveness rating of Novice level, permanent teachers shall be evaluated again the following school year. The District shall provide support including an Assistance Plan, and formal or informal mentoring. Participation in the Support and Guidance Program may be requested by the teacher.

15.3.4 With an overall effectiveness rating of Novice level for two consecutive years, teachers shall be referred to the Support and Guidance Program (see Article 16).

15.4 **Circumstances Precluding a Negative Evaluation**

No negative evaluation of a teacher's performance shall be based on the teacher's proper and professional use of teaching materials as approved by the District. No negative evaluation will result if improper use of materials is due to a lack of sufficient training.

15.5 **Unfair Evaluations**

If a teacher believes an evaluation was performed unfairly, a grievance may be filed pursuant to Article 18 - Grievance Procedures.

15.6 The evaluation of a teacher pursuant to this Article shall not include or be based upon the following: standardized achievement test results, results of any measurement utilized for the purpose of a school improvement plan, a paraeducator's performance of tasks assigned by the teacher, or unsubstantiated third-party reporting.

ARTICLE 16: SUPPORT AND GUIDANCE PROGRAM

The Denair Unified Teachers Association and the Denair Unified School District strive to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through professional development, support, and guidance.

16.1 There are four levels of professional development, support, and guidance available for teachers. These are:

16.1.1 Ongoing professional learning opportunities provided by the district or school

16.1.2 Induction programs and mentoring

16.1.3 Assistance Plans provided through the evaluation process

16.1.4 Support and Guidance Program described in this article

- 16.2 Teachers referred to the Support and Guidance Program (SGP) are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.
- 16.3 **Definition:** The Support and Guidance Program provides assistance to permanent teachers employed by the District who have been identified as having classroom work performance that places them in serious professional jeopardy.
- 16.4 **Support and Guidance Program**
- 16.4.1 The Support and Guidance Program is designed to provide assistance to permanent teachers who receive unsatisfactory evaluations in the areas specified by law and/or negotiated agreements and who have previously been provided an Assistance Plan.
- 16.4.2 The Support and Guidance Program will be administered by the SGP Panel.
- 16.4.3 As soon as practicable, after referral to the Support and Guidance Program, a SGP Teacher will be assigned to the Participating Teacher.
- 16.5 **Support and Guidance Program Panel**
- 16.5.1 The Support and Guidance Program will be administered by the SGP Panel.
- 16.5.2 The SGP Panel shall consist of five (5) members, two (2) of whom are administrators selected by the District, and three (3) of whom are teachers selected by the Executive Board of the Association. At the first meeting of each year, the SGP Panel shall elect a Chair who is responsible for coordinating meetings and filing necessary documents with the District.
- 16.5.3 Teachers appointed to the SGP Panel shall be permanent teachers in the district with a minimum of seven (7) years of experience in the district and whose last evaluation met or exceeded all components.
- 16.5.4 The term of SGP Panel members is two (2) years with members eligible to serve subsequent terms. If the panel requires reconstitution after a lapse in SGP activity, one (1) District representative and two (2) DUTA representatives shall be selected to serve three-year terms.
- 16.5.5 The SGP Panel shall meet as they determine necessary when at least one teacher is actively participating in the program. However, the SGP Panel shall meet at least once each spring to select SGP Support Teachers for the following school year.
- 16.5.6 All actions of the SGP Panel shall be taken by a vote of a quorum of three (3) members.

16.5.7 Meetings of the SGP Panel shall be held after the contract day. SGP Panel members shall be paid adjunct duty rate for a minimum of two hours per meeting attended.

16.5.8 The responsibilities of the SGP Panel shall include the following:

16.5.8.1 Select Support Teacher(s). District teachers may apply for a Support Teacher position by way of application on a supplementary form prepared by the Panel and approved by the Superintendent. Based on a review of the applications by the Superintendent and the SGP Panel, candidates will be selected for an interview. The SGP Panel will interview the finalists and select the Support Teacher(s). Part of the interview process shall include a classroom observation of finalist candidates at least once by at least two SGP Panel members.

16.5.8.2 Review reports prepared by Support Teacher(s). Reporting documents shall be developed by the SGP Panel and are subject to approval by the Superintendent.

16.5.8.3 Forward the final report of the SGP Support Teacher to the Governing Board of the District concerning Participating Teachers, including an end of the year recommendation for each Participating Teacher. The recommendations shall be either to:

1. Exit the program with an evaluation the next year.
2. Remain in the Support and Guidance Program for another year.
3. Be recommended for dismissal.

16.5.8.4 This report is due to the Superintendent by April 30.

16.5.9 SGP Support Teacher(s)

16.5.9.1 Responsibilities

1. Assist Participating Teachers in the Support and Guidance Program
2. Support Teachers shall have the following minimum qualifications:
 - a. A permanent teacher of the district with not less than seven (7) consecutive years of classroom experience in the district.

- b. Demonstrates exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- c. Demonstrates positive communication skills, showing empathy and sensitivity with colleagues and to the confidentiality that is inherent in the Support and Guidance process.
- d. Whose last evaluation met or exceeded all components.
- e. Not a current member of the SGP Panel.

16.5.9.2 Support Teachers selected shall be eligible to support a Participating Teacher for a term of two (2) years. Support Teachers may apply for additional terms.

16.5.9.3 Compensation shall be compensated at their hourly per diem rate beyond contract time, not to exceed 100 hours per year for hours outside of the work day, subject to approval by Superintendent. In addition, Support Teachers shall be provided up to ten (10) release days per year for each Participating teacher served.

16.5.9.4 Support Teachers shall be under the direction of the SGP Panel.

16.5.10 Duties:

16.5.10.1 Within three weeks of being assigned a Participating Teacher, the Support Teacher will arrange a meeting, to be attended by the immediate supervisor of the Participating Teacher and the Participating Teacher.

16.5.10.2 Within ten (10) days of the meeting with the teacher and immediate supervisor, the Support Teacher will prepare a Review Plan which will list the goals and objectives for improvement in consultation with the Participating Teacher and the Participating Teacher's immediate supervisor.

16.5.10.3 The Review Plan shall include multiple classroom observations by the SGP Teacher with specific and timely feedback.

16.5.10.4 The Support Teacher shall coordinate and provide direct services, resources, demonstration lessons for the Participating Teacher.

16.5.10.5 The Support Teacher shall prepare and present progress reports for the SGP panel to be submitted by November 30 and January 31.

16.5.10.6 The Support Teacher shall prepare a Final Report which will detail the progress made by the Participating Teacher. The Final Report is due by March 31.

16.5.11 Participating Teacher(s)

16.5.11.1 Permanent Teachers are referred to the Support and Guidance Program by receiving an unsatisfactory performance evaluation (refer to Evaluation article) and after participation in an Assistance Plan.

16.5.11.2 The Participating Teacher shall be provided up to five (5) release days under the guidance of the Support Teacher.

16.5.11.3 The Participating Teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply shall be attached to the report. The Final Report may be used by the district in any personnel decisions of proceedings regarding the Participating Teacher.

16.6 **Hold Harmless:** The District shall defend and hold harmless individual SGP Panel members and Support Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

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 into 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 Grievance

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 Grievant

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

18.2.3 Party in Interest

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.

18.2.5 Work Day

"Work day" means any day 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 The teacher shall meet with the immediate supervisor to informally discuss the concern and possible resolution. If no resolution is reached, the teacher may proceed to a Level One grievance.

18.3.1.2 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.

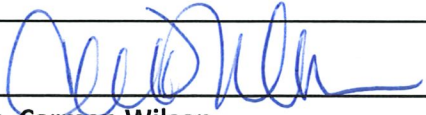
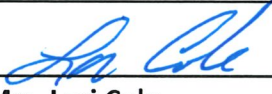

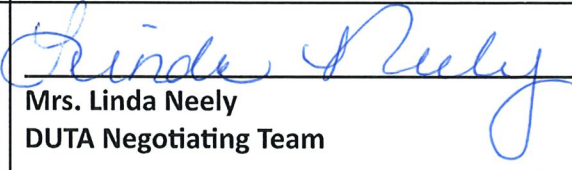



18.7.6 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

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: <u>May 11, 2023</u>	Date: <u>May 11, 2023</u>
 _____ Mrs. Carmen Wilson President of the Governing Board	 _____ Mrs. Lori Cole DUTA President and Lead Negotiator
 _____ Mrs. Daisy Swearingen Director of Fiscal Services	 _____ Mrs. Linda Neely DUTA Negotiating Team
 _____ Terry Metzger, Ed.D. Superintendent	 _____ Mrs. Holli Jacobsen DUTA Negotiating Team
	 _____ Mr. David Rodriguez DUTA Negotiating Team

APPENDIX A-1 – Extra Duty Stipend Schedule

EXTRA DUTY STIPEND		DECA	DMS	DHS	DCA
1	Activities Director <i>Coordinate all ASB activities and functions.</i>		\$750	\$1,500	
2	District Program Lead <i>District-wide lead positions to coordinate programs such as art, music, drama, agriculture, outdoor education and other curricular areas as needed.</i>	\$2,400			
3	*Expanded Learning Opportunities Program Duties (payable monthly - ELOP Grant) <i>Before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences.</i>	Hourly per diem			
4	*FFA Advisor (prorated monthly) <i>Supports and supervises all FFA student activities outside of the regular school day/year.</i>			\$10,000	
5	Hourly Duties Adjunct Duty (exceeding 20-hour requirement), <i>district committee work (outside of adjunct duty list) and translation services.</i>	\$35/hour			
6	Mentor - PreIntern/Intern <i>Provide support and guidance for teachers who are not yet fully credentialed.</i>	\$800 per PreIntern/Intern			
7	Mentor - Teacher Induction <i>Provide support for teachers who are newly credentialed and participating in a formal induction program.</i>	\$1,300 per Inductee			
8	MTSS Coordinator (up to 2 stipends per site) <i>Coordinate the Multi-tier System of Support including, data collection, team meetings, program evaluation, and staff communication.</i>	\$750	\$750	\$750	\$750
9	New or Expanding Program Coordinator (typically grant funded) <i>Provide support for the implementation of a new or expanding program, including course, curriculum, educational technology, and schedule development.</i>	\$1,250			
10	*Outdoor Ed Chaperones (up to 3 stipends district-wide paid the month following return; based on Outdoor Ed contract ratios) <i>Provide overall student/program supervision in coordination with Outdoor Education staff, including overnight.</i>		\$850		\$850
11	PHAST Advisor (TUPE Grant) <i>Coordinate tobacco/drug free school activities and complete grant paperwork.</i>		\$750	\$750	\$750
12	Prom Advisor <i>Coordinate prom activities.</i>			\$315	\$315
13	Senior Class Activities Advisor <i>Coordinate senior class activities including trips and graduation.</i>			\$680	
14	Student Success Team (SST) Coordinator <i>Coordinate the SST process, including initial and follow-up meetings, data collection and scheduling of meetings</i>	\$750			
15	WASC Coordinator (up to 2 stipends when needed) <i>Assist with writing of the school WASC report and action plan, including data collection, communication with staff and the WASC committee; preparation and follow up for WASC team visit(s)</i>			\$1,500	\$1,500

Please note: Extra duty stipends are paid at the end of the school year on the May paycheck unless otherwise noted with an asterisk (*).

Revised on: June 1 2022

Submitted to the Board for approval on: June 9, 2022

APPENDIX A-2 – Athletic Stipend Schedule

ATHLETIC STIPEND

Athletic Director - High School	a.) \$2,700.00 plus an additional prep period; or b.) \$10,000.00 if an additional prep is not provided
Athletic Director - Middle School	a.) \$1,300.00 plus an additional prep period; or b.) \$8,600.00 if an additional prep is not provided

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

Notes:

(1) 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.

(2) All coaching stipends are considered outgrowth for retirement reporting purposes and the retirement base will be calculated using the employee's lowest possible annual salary (\$44,835 for teachers in 22-23).

(3) Athletic stipends are paid the month following the end of the season for each sport, no later than May.

Revised on: June 1, 2022

Submitted to the Board for approval on: June 9, 2022

APPENDIX B – Evaluation

Summative Evaluation for 2022-23



General Information

Teacher's Name	
Evaluator's Name	
School	
School Year	
Date	

2021-24 LCAP Goals

- All students will have the foundation for post-secondary success.
- By the end of the 2023-24 school year, at least 80% of students will demonstrate literacy (reading, writing, and speaking) in all content areas.
- Maintain a positive and safe school climate where all students are successful.

<i>Instructional practice goal:</i>	<i>Progress toward goal:</i>
<i>Classroom culture goal:</i>	<i>Progress toward goal:</i>

Overview/Introduction

Assessing Cornerstones of Effective Teaching (Dimensions 1-4)

<i>1: Organization, Rules, and Procedures</i>	
SCORE:	
<i>2: Positive Relationships</i>	
SCORE:	
<i>3: Engagement and Enjoyment</i>	
SCORE:	
<i>4: A Culture of Thinking and Learning</i>	
SCORE:	

Assessing Episodes of Effective Instruction (Dimensions 5-9)

<i>5: Preparing Students for New Learning</i>		<i>Not evaluated in 2022-2023</i>
SCORE:		
<i>6: Presenting New Learning</i>		<i>Not evaluated in 2022-2023</i>
SCORE:		
<i>7: Deepening and Reinforcing Learning</i>		
SCORE:		
<i>8: Applying Learning</i>		<i>Not evaluated in 2022-2023</i>
SCORE:		
<i>9: Reflecting On and Celebrating Learning</i>		<i>Not evaluated in 2022-2023</i>
SCORE:		

Assessing Professional Practice (Dimension 10)

<i>10: Commitment to Professional Growth, School Community, Professionalism</i>	
SCORE:	

Evidence of Impact on Student Learning

OVERALL SCORE:	
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DEFINITIONS

(4) Expert: Strong commitment to effective instruction that shows advanced expertise. The teacher applies relevant instructional practices and is able to adapt them to students' needs and particular learning situations. These practices have a consistently positive impact on student learning.

(3) Proficient: Clear commitment to effective instruction. The teacher applies relevant instructional practices that have a positive impact on student learning.

(2) Developing: Initial commitment to effective instruction. The teacher is using relevant instructional practices, but the practices need further refinement. With refinement, the impact on student learning can be increased.

(1) Novice: Minimal or no commitment to effective instruction. Relevant practices are not being used or need reconsideration because they are not having their intended effects on student learning.

Assistance Plan to be developed.

Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Signatures certify that this evaluation has been discussed.

APPENDIX C-1 – Certificated Salary Schedule

DENAIR UNIFIED SCHOOL DISTRICT
2023-2024 CERTIFICATED ANNUAL SALARY SCHEDULE
 183 Days Per Year, 7 Hours Per Day (1.0 FTE)
 Effective July 1, 2023

	I Less than 36 or Without Credential*	II +36	III +48	IV +60	V +72
1	\$49,594	\$51,079	\$52,613	\$54,192	\$55,817
2	\$51,079	\$52,613	\$54,192	\$55,817	\$57,769
3	\$52,613	\$54,192	\$55,817	\$57,492	\$59,792
4	\$54,192	\$55,817	\$57,492	\$59,215	\$61,736
5	\$55,817	\$57,492	\$59,215	\$60,992	\$63,742
6	\$57,492	\$59,215	\$60,992	\$62,821	\$65,813
7	\$59,215	\$60,992	\$62,821	\$64,706	\$67,951
8	\$60,992	\$62,821	\$64,706	\$66,649	\$70,161
9	\$62,821	\$64,706	\$66,649	\$68,647	\$72,440
10	\$64,706	\$66,649	\$68,647	\$70,707	\$74,796
11	\$66,323	\$68,314	\$70,362	\$72,476	\$77,224
12		\$70,022	\$72,121	\$74,287	\$79,156
13			\$73,926	\$76,142	\$81,136
14				\$78,045	\$83,164
15				\$79,608	\$85,242
16				\$81,201	\$86,309
17				\$82,825	\$87,388
18				\$84,482	\$88,518
19				\$86,171	\$89,586
20				\$87,893	\$90,705
21					\$91,840
22					\$92,988
23					\$94,150
24					\$95,326
25					\$96,517
26					\$97,724
27					\$98,945
28					\$100,182
29					\$101,434
30					\$102,700

ANNUAL ALLOTMENTS

Specialist Credential (Mild/Moderate or Moderate/Severe)	\$432.00 each
Masters/Doctorate	\$590.00 each
Bilingual Credential	\$835.00
Benefit Cap - Full Time	\$7,000.00

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

Revised on: May 1, 2023

Approved by Governing Board: May 11, 2023

APPENDIX C-2 – Certificated Preschool Salary Schedule

DENAIR UNIFIED SCHOOL DISTRICT 2023-2024 CERTIFICATED ANNUAL SALARY SCHEDULE - PRESCHOOL

183 Days Per Year (175 academic days), 6 Hours Per Day (1.0 FTE)
Effective July 1, 2023

	Associate Teacher	Teacher	Master Teacher	Site Supervisor	Program Director
1	\$31,951	\$32,436	\$32,922	\$33,420	\$33,917
2	\$32,436	\$32,922	\$33,420	\$33,917	\$34,429
3	\$32,922	\$33,420	\$33,917	\$34,429	\$34,939
4	\$33,420	\$33,917	\$34,429	\$34,939	\$35,465
5	\$33,917	\$34,429	\$34,939	\$35,465	\$36,001
6	\$34,429	\$34,939	\$35,465	\$36,001	\$36,537
7	\$34,939	\$35,465	\$36,001	\$36,537	\$37,088
8	\$35,465	\$36,001	\$36,537	\$37,088	\$37,649
9	\$36,001	\$36,537	\$37,088	\$37,649	\$38,211
10	\$36,537	\$37,088	\$37,649	\$38,211	\$38,391
11	\$37,088	\$37,649	\$38,211	\$38,391	\$38,926
12		\$38,211	\$38,391	\$38,926	\$39,517
13			\$38,926	\$39,517	\$40,104
14				\$40,104	\$40,704
15				\$40,704	\$41,316
16				\$41,316	\$41,931
17				\$41,931	\$42,557
18				\$42,557	\$43,196
19				\$43,196	\$43,849
20				\$43,849	\$44,500
21					\$45,163
22					\$45,843
23					\$46,532
24					\$47,235
25					\$47,938
26					\$48,654
27					\$49,381
28					\$50,118
29					\$50,867
30					\$51,626

ANNUAL ALLOTMENTS

Specialist Credential (Mild/Moderate or Moderate/Severe)	\$432.00 each
Masters/Doctorate	\$590.00 each
Bilingual Credential	\$835.00
Benefit Cap - Full Time	\$7,000.00

Revised on: May 1, 2023

Approved by Governing Board: May 11, 2023