

**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, 2016-June 30 2019**

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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 the certificated classroom teachers, certificated classroom teachers who are under contract at the District, but excluding substitute teachers, principals, management, high school counselor(s), technology coordinator(s), supervisory and confidential employees.

The charter petition of a District authorized charter school, Denair Elementary Charter Academy, provides that all permanent and probationary certificated employees (“District contractual employees”) serving at this District authorized charter school shall be represented by DUTA. Denair Charter Academy certificated employees are also represented by DUTA.

The certificated employees contracted to work at these two charter schools are members of the existing DUTA bargaining unit and covered by the collective bargaining agreement between DUTA and the District. DUTA retains the right to represent District contractual employees who voluntarily request [Ed. Code 47605(e)] to be employed at a District authorized charter school.

**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, 2019. 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 2016-2017 school year, either party may reopen negotiations for salaries and benefits no later than February 1, 2017 **if Proposition 55** is approved at the November 2016 General Election. **Note: This is separate from and shall not affect article 14.1.**
- 1.6.2 For the 2017-2018 school year, either party may reopen negotiations for salaries, benefits and two other articles.
- 1.6.3 For the 2018-2019 school year, either party may reopen negotiations for salaries, benefits and two other articles.
- 1.6.4 The parties agree to return to the bargaining table no later than February 1, 2019 for the purpose of negotiating a successor agreement.

## **1.7 Savings**

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

## **ARTICLE 2: DEFINITIONS**

### **2.1 Consult**

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

### **2.2 Day**

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

### **2.3 Emergency**

“Emergency” means a sudden unexpected occurrence or condition.

## **2.4 Evaluation**

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

## **2.5 Individual Contract**

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

## **2.6 Meeting and Negotiating**

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

## **2.7 Negotiating Team**

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

## **2.8 Observation**

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

## **2.9 Scope of Representation**

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

## **2.10 Teacher**

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

## **2.11 Working Day**

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

## **2.12 Family**

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

## **2.13 Transitional Kindergarten**

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

### **ARTICLE 3: SICK LEAVE**

## **3.1 Contracted Months of Service**

3.1.1 Teachers on ten (10) month contracts shall be entitled to ten (10) days sick leave per year of service.

3.1.2 Teachers on eleven (11) month contracts shall be entitled to eleven (11) days sick leave per year of service.

3.1.3 Teachers on twelve (12) month contracts shall be entitled to twelve (12) days sick leave per year of service.

## **3.2 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.

## **3.3 Notification Regarding Absences**

3.3.1 Teachers shall notify the District Office of absences as soon as possible, but not later than 7:00 a.m. of the day of absence. The teacher shall notify the District Office by telephone and/or e-mail and/or written message signed and dated. A receipted copy of such written notice will be given to the teacher within five (5) working days after the teacher returns to work. (See Appendix C.) Any failure by the teacher to follow these procedures shall result in the docking of the teacher’s pay for the day(s) at issue, for the actual financial loss incurred by the District.

3.3.2 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.

3.3.3 Any "Blue Forms" submitted by a bargaining unit will not be changed unilaterally by the District. Time will not be docked for teachers who work a professional day as defined in Article 10. If a "Blue Form" requires revision, the District will notify the bargaining unit member and request that the "Blue Form" be resubmitted or revised.

Time that was docked as a result of a Blue Form previously changed by the District will be reissued within thirty working days, as defined by Article 12.2.5, of Board approval of an executed agreement. Any affected employee will be notified in writing.

**3.4 Returning to Work**

Teachers desiring not to return from sick leave shall notify the District not later than 2:00 p.m. on the work day preceding the day of return to work.

**3.5 Required Information**

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

**3.6 Verification of Fitness**

The District may require a physician's verification of fitness to resume work. Any cost would be borne by the District. The District will use a physician licensed under the Business and Professions Code.

**ARTICLE 4:  
OTHER LEAVES OF ABSENCE**

**4.1 Providing Information**

An employee may be required, at any time, to provide such information as may be requested by the District to substantiate a leave of absence or request for leave of absence.

**4.2 Failure to Provide Information**

A teacher may be required, at any time, to provide information requested by the District to substantiate a request for a leave of absence. 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.

**4.3 Personal Necessity Leave**

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

- 4.3.1 Death of a member of the family as defined in Article 2: DEFINITIONS. This may be applied upon expiration of bereavement leave.
- 4.3.2 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.
- 4.3.3 Appearance in court under an official order as a litigant or as a witness.
- 4.3.4 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.
- 4.3.5 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 personal necessity 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.
- 4.3.6 Teachers shall notify the District Office of absences as soon as possible, but not later than 7:00 a.m. of the day of absence. The teacher shall request a substitute through the District/County substitute system. The teacher should, as a courtesy, also notify the Site Principal by telephone and/or email and/or verbal message and/or written message signed and dated. A receipted copy of such written notice will be given the teacher within five (5) working days after the teacher returns to work. (See Appendix C.) Failure by the teacher to follow these procedures shall result in the docking of the teacher's pay for the day(s) at issue, for the actual financial loss incurred by the District.
- 4.3.7 Pursuant to Article 3.3.3, 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.

#### **4.4 Long-Term Illness Leave**

- 4.4.1 Upon written verification from a teacher's personal physician that illness or accident will keep the teacher from duty for a substantial period of time, the Governing Board or designee may grant said teacher a long-term illness leave. The District reserves the right to pay for a second opinion from a physician of its choosing.
- 4.4.2 The employee shall receive regular salary until expiration of accumulated sick leave.

#### **4.5 Absence When Sick Leave is Exhausted**

- 4.5.1 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 the his/her pay and the amount paid a substitute teacher, had a substitute teacher been employed, for up to one hundred (100) working days in any school year.
- 4.5.2 A teacher who is under contract with the District, and who continues to be absent due to 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: SICK LEAVE, Section 1, Contracted Months of Service, of this Agreement. Following the exhaustion of sick leave in the subsequent school year, the teacher is eligible for differential pay pursuant to Education Code section 44977.

#### **4.6 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.

#### **4.7 Restriction While on Long-Term Illness Leave**

Other than self-employment existing with the District's written approval at the time of illness, no additional employment for financial compensation may be undertaken while on long-term illness leave without advance District approval.

#### **4.8 Bereavement Leave**

- 4.8.1 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 for the days authorized for bereavement leave, above.
- 4.8.2 Members of the family are defined as any individual presently or formerly related by blood, marriage or foster relationship (Article 2.12 "Family").

#### **4.9 Industrial Accident or Industrial Illness Leave**

- 4.9.1 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.
- 4.9.2 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.

- 4.9.3 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.
- 4.9.4 Limit. Allowable leave shall not be accumulated from year to year.
- 4.9.5 Commencement. The leave under these rules and regulations shall commence on the first day of absence.
- 4.9.6 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.
- 4.9.7 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.
- 4.9.8 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.
- 4.9.9 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.
- 4.9.10 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.
- 4.9.11 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.

#### **4.10 Jury Duty Leave**

- 4.10.1 The District shall grant leaves of absence with pay for jury duty. Any checks received for jury duty 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.

4.10.2 When a teacher is called as a potential juror, the teacher will call the telephone number provided by the Jury Commissioner, when specified, to determine if said teacher must report and to determine if a substitute is needed for the teacher.

#### **4.11 Pregnancy Leave of Absence**

4.11.1 Entitlement. Each teacher who is required to be absent from duties because of temporary disability caused by or attributed to pregnancy, miscarriage, childbirth, and recovery thereof, shall be entitled to leave of absence with pay from accumulated sick leave for such absence, and may be entitled to additional unpaid leaves pursuant to state and/or federal law.

4.11.2 Confirmation by Physician. The determination of temporary disability, the length of the required leave of absence, and the beginning and ending dates of the leave, shall be confirmed by the physician supervising the pregnancy or related condition.

#### **4.12 Paternity Leave**

Each father shall be entitled to up to five (5) days absence at the time of the birth of his baby. This absence shall be charged to accumulated sick leave. Eligible male employees may also apply for additional unpaid leave under the FMLA.

#### **4.13 Federal and State Family and Medical Leave Acts**

The Federal Family and Medical Leave Act of 1993 and the State Family Care Leave Act (Statutes 1991, C. 462 Assembly Bill 77) and any implementing regulations, are included here by reference and shall apply as though fully set forth.

#### **4.14 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.

#### **4.15 Sabbatical Leave**

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



#### **4.16 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 himself and the District will provide the substitute, if approved by the administrator.

#### **4.17 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.

#### **4.18 Absence for Association Purposes/DUTA President**

4.18.1 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.

4.18.2 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 absence other than what is defined in this Article.

#### **4.19 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.

**ARTICLE 5:  
MAINTENANCE OF BENEFITS**

**5.1 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.

**5.2 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 6:  
TEACHING VACANCIES**

**6.1 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 7 - Reassignment.

**6.2 Procedures**

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

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

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

6.2.3 If a unit member is not selected for a vacant position, the interested unit member shall, upon request, receive written reason(s) stating why he/she was not selected.

6.2.4 Posting Vacancies.

Except in an emergency, during contracted days of work, teaching vacancies will be posted for five (5) working days pursuant to this Article. Teachers may apply for the posted positions pursuant to this Article, within the time period noted on the posting by completing a District form and submitting the form to their respective

site principal. Site principals will post openings in designated areas in their respective staff rooms.

#### 6.2.5 Vacancies that Occur During a Recess

6.2.5.1 Except in an emergency, all teachers within the District will be notified of any opening that occurs during the summer recess by U.S. mail. Any teacher interested in the vacancy may apply pursuant to this Article.

6.2.5.2 An emergency vacancy is any vacancy which occurs that would not allow the District to follow the guidelines as stipulated in this Article.

#### 6.2.6 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 with the Superintendent's, or his/her designee's, approval, the District may appoint the long-term substitute to a full-time probationary position for the remainder of the school year. After this year elapses, the District shall fill the vacancy pursuant to this Article.

#### 6.2.7 Transporting Materials and Equipment.

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

### **ARTICLE 7: REASSIGNMENT**

#### **7.1 Definition**

"Reassignment" refers to a change in the principal assignment of a teacher from one grade level to another in grades K-5 and a change of three (3) or more classes for a teacher in grades 6-12. All reassignments will be within the teacher's credential, or pursuant to "No Child Left Behind" ("NCLB") with a written plan to obtain the credential necessary to teach the class, including the affected teacher's agreement to comply with that plan.

#### **7.2 Procedure**

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

### **7.3 Involuntary Reassignments/Transfers**

The District and the Association recognize that some involuntary reassignment 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. Arbitrary, capricious or discriminatory reassignments may be grounds for a grievance. In the event an involuntary reassignment becomes a matter of grievance, such reassignment shall not be deemed permanent until the grievance has been resolved.

7.3.1 The District may not move a teacher for disciplinary reasons unless he/she has been informed as part of teacher evaluations, or by way of other disciplinary notices, and has had an opportunity to remediate.

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

### **7.4 Reason for Transfer**

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

### **7.5 Volunteers for Reassignment/Transfer**

When vacancies resulting from reassignments/transfers occur, the District will post the position first at the site where the opening exists, second throughout the District.

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

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

### **7.6 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 have a representative of his/her own choosing at such meetings.

### **7.7 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.

Appropriate personnel may load, transport and unload materials that are boxed and labeled. In addition, District personnel may load, transport and unload appropriately labeled equipment.

#### **7.8 Site Committee Team**

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

#### **7.9 Determination of Reassignment**

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

#### **7.10 Right to Hourly Position for Laid Off Employees**

Any association member who has been laid off through school years 2012-2014 will be offered any hourly teaching position at Denair Charter Academy (“DCA”), or any other District site, in order of seniority, without losing recall rights and seniority.

### **ARTICLE 8: EVALUATION PROCEDURES**

#### **8.1 Probationary Teacher Evaluation**

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

#### **8.2 Permanent Teacher Evaluation**

##### **8.2.1 Purpose**

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

8.2.1.2 Not all evaluations are intended to facilitate a decision to terminate a teacher; however, if an evaluation occurs pursuant to an express intention to terminate a permanent teacher, the District shall notify the teacher involved ten (10) days in advance who, prior to the evaluation, shall have

the right to a meeting accompanied by a DUTA representative to discuss the evaluation and/or possible termination.

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

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

## 8.2.2 Observations

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

## 8.2.3 Pre-Evaluation Procedures and Time-Line

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

## 8.2.4 Evaluation Forms

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

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

**Note: This language sunsets on June 30, 2018.**

#### 8.2.5 Circumstances Precluding a Negative Evaluation

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

#### 8.2.6 Unfair Evaluations

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

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

8.2.7.1 Standardized achievement test results;

8.2.7.2 Results of any measurement utilized for the purpose of a school improvement plan;

8.2.7.3 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member; or

8.2.7.4 Unsubstantiated third party reporting.

### **ARTICLE 9: ORGANIZATIONAL SECURITY**

#### **9.1 Dues**

Any unit member who is a member of the DUTA/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member 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.

## **9.2 Fair Share Fee**

Any unit member who is not a member of the DUTA/CTA/NEA, and who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association an agency fee, payable to the Association in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit members may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1 above, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

## **9.3 Religious Beliefs and Reasons of Conscience**

9.3.1 Any unit member who desires to be exempt from joining the Association or paying the representative fee because of religious beliefs or reasons of conscience shall file a claim of exemption with the Association within thirty (30) days following ratification of this contract or following the commencement of the unit member's working assignment. Such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to one of the following nonreligious, non-labor-organization charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

9.3.1.1 Foundation to Assist California Teachers ("FACT");

9.3.1.2 Special Olympics;

9.3.1.3 Denair Unified Teachers Association Scholarship Fund;

9.3.1.4 Other mutually agreed to charities that meet the above qualifications.

Such payment shall be made on or before October 31 of each school year, provided, however, the unit members may authorize payroll deduction fee pursuant to Section 1 of this Article.

9.3.2 Proof of payment and a written statement of objection, pursuant to Section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the agency fee has been made. Such proof shall be presented on or before October 31 of each school year, if payment is made by other than payroll deduction.



9.3.3 Any non-Association unit member making payments as set forth in Sections 2 and 3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**9.4 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, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

**9.5 Association Responsibilities**

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

**9.6 Payroll Deductions**

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee 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.

**9.7 Indemnification and Hold Harmless**

9.7.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semiannual basis.

9.7.2 The Association agrees to indemnify and hold the District harmless from any award or judgment, which may result from a court action or administrative action reference in Subsection 1 above.

9.7.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Subsection 1 or 2 above, shall or shall not be compromised, resisted, defended, tried or appealed.

**ARTICLE 10:  
PROFESSIONAL HOURS**

**10.1 School Day**

The teacher school day shall begin at 7:45 a.m. Teachers may leave when the last class at their grade level is dismissed, 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.

Commencing with the 2014-2015 school year, in order to provide a more effective instructional program, minutes shall be added to the middle school schedule to match those of the high school schedule (for a total of 65,052 instructional minutes).

Dismissal time for both the High School and the Middle School will be 2:45 p.m. on the regular bell schedule and 12:42 p.m. for the Collaborative/Minimum Day bell schedule (see Appendix G – Bell Schedule).

Neither the middle school nor the high school schedule shall extend beyond the Bell Schedule at Appendix G.

See attached Bell Schedule at Appendix G.

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:

**Minimum Day**: Teachers may leave when the last class at their grade level is dismissed, providing that all of their professional responsibilities have been completed for the day. Minimum days are calendared throughout the school year, usually before a break, open house, back-to-school, parent conferencing, and finals.

**Collaborative Day**: A modified schedule allows for staff to meet throughout the year in the morning by starting the school day for students later in the day or shortening the student day so staff may meet in the afternoon for collaboration activities.

Collaborative Days for 2013-2014:

- Shall go no later than 2:30 p.m. for the elementary school and middle school; and
- Shall go no later than 2:40 p.m. for the high school.

Collaborative Days Commencing with 2014-2015:

- Shall go no later than 2:30 p.m. for the elementary school; and

- Shall go no later than 2:45 p.m. for the middle school and the high school.

Teachers are to be completely prepared for classroom instruction at the beginning of each instructional day.

Four hours per month will be set aside for any staff meetings such as, but not limited to, committee, grade level, leadership and departmental meetings. Each site will determine how to best distribute the four hours within each month prior to September 15 of each school year as agreed to by the site staff and site principal. Site teachers will be afforded time to meet without administration present prior to agreeing to the distribution of staff meeting hours. More than one meeting per week may be scheduled with mutual consent by both parties.

10.1.1 The professional day of Kindergarten teachers is as follows:

- A.M. teachers: 7:45 a.m. to 2:30 p.m.
- P.M. teachers: 8:05 a.m. to 2:50 p.m.

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

## **10.2 Full-Day Kindergarten**

Commencing with the 2016-2017 school year, a full-day Kindergarten program is established with each full-day Kindergarten classroom allocated an instructional aide for a minimum of 90 consecutive minutes per student instructional day.

## **10.3 Adjunct Duty**

### 10.3.1 Goal

It is the mutual long-term goal of DUTA and the District to minimize duties that detract from any teacher's classroom duties. Nevertheless, adjunct duties will be performed according to the guidelines described in this Article.

### 10.3.2 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:

10.3.2.1 Classroom duties" is defined as duties related to a teacher's specific assignment or pupil duties that are co-involved in the efficient operations of the school and enhancement of pupil education. Example classroom duties include but are not limited to: back to school night, moving

classrooms, open house, faculty meetings, committees/activities that pertain to classroom issues, discipline, yard duty/gate duty, in-service participation.

- 10.3.2.2 “Adjunct duty” is defined to mean activities that are “adjunct” to a teacher’s primary duties, i.e. activities not pertaining to a teacher’s specific classroom duties. Examples of adjunct duty include, but are not limited to: school detention (as opposed to individual class detention), committees/activities that pertain to District-wide and/or school site issues, coordinating general programs, student activities--including but not limited to extracurricular activities and co-curricular activities--crowd control and administrative conferences.

The following may be considered, but not limited to, adjunct duties as defined by this Article: Junior Booth (football and basketball), Time Keeper (football, boys and girls basketball). The District will retain the opportunity to assign whomever the District deems will work best in the duties described in this paragraph.

- 10.3.2.3 “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.

### 10.3.3 Administration of Adjunct Duties Cap

- 10.3.3.1 In the spring preceding the next school year, and in any event no later than April 30th, each school principal shall consult with their staff to draft a list of all adjunct duties that are required for the efficient operation of their school and 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.
- 10.3.3.2 After receiving approval of the list from the District Superintendent, the principal shall distribute the approved list to all teachers within their school.
- 10.3.3.3 Within one week of receiving this approved list, each teacher will request adjunct duties adding up to no more than 20 hours per year and will forward this “wish list” to the school site principal.
- 10.3.3.4 The principal will then assign no more than 20 hours of adjunct duties to each teacher at their school site. The principal may consider, but is not bound by, each teacher’s “wish list.”

- 10.3.3.5 A teacher who cannot perform his/her assigned adjunct duty will be responsible for finding a replacement teacher to perform that adjunct duty. If ill or incapacitated, administration will find a replacement.

#### 10.3.4 Administration of Adjunct Duties Above Cap

- 10.3.4.1 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 he or she deems necessary.
- 10.3.4.2 Any adjunct duty assigned beyond 20 hours will be compensated at the hourly rate per stipend schedule.
- 10.3.4.3 Compensation for teachers who work more than 20 hours in adjunct duty will be paid for those hours as they accrue. However, teachers are required to turn in documentation of their hours at the end of each month in order to receive payment the following month.
- 10.3.4.4 Hourly pay will be limited to the budgeted amount for each site by the District each year. When applicable and possible, hourly pay for service on academic committees beyond 20 hours will be paid from amounts budgeted for academic committees at the District level.

#### 10.3.5 Calculation of Hours

Each teacher performing adjunct duties shall receive credit for actual hours worked. However, each teacher performing adjunct duties shall not receive credit greater than the principal's initial estimate of hours necessary to perform each adjunct duty. Notwithstanding any provision to the contrary, principals are empowered to give greater credit due to unforeseen circumstances causing the need to work additional hours, e.g. unexpected overtime during sporting events.

#### 10.3.6 Reassignment of Adjunct Duty

Each school site principal or designee is charged with the responsibility of managing the operations of their respective school sites. Therefore, each principal is empowered to assign and reassign adjunct duty as they deem necessary. Any assignment or reassignment must be made with enough time to resolve any conflicts pursuant to this section. Notwithstanding any provision to the contrary, nothing prevents a principal from assigning adjunct duty with the consent of the teacher assigned.

#### 10.3.7 Volunteer Activities

Nothing in this section prohibits any teacher from volunteering to perform duties that are defined as adjunct in this section. A unit member is a "volunteer" if he/she 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.

#### 10.3.8 Conflict Resolution

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

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

#### 10.3.9 Budgetary Conflict Resolution:

The site principal will meet with the DUTA negotiations team as soon as it is reasonably foreseeable that there will be insufficient funds to cover all desired adjunct duties above the cap described above. DUTA will work amicably with the site principal to resolve any budgetary conflict using the Interest Based Bargaining model, with the further goal of minimizing the involvement of the District administration. Nothing in this subsection will otherwise limit a site principal's authority to assign or not assign adjunct duty.

**ARTICLE 11:  
PROVISIONS OF THE WORK DAY AND WORK YEAR**

**11.1 Work Year (Appendix H-1 Denair Unified School District 2013-2014 Calendar; Appendix H-2 2014-2015 Calendar)**

As of 2013-2014, the work year for teachers shall be:

11.1.1 Teachers new to the District: One Hundred Eighty-One (181) days.

11.1.2 Teachers returning to the District: One Hundred Eighty (180) days.

11.1.3 Upon the work year increasing to one hundred eighty-two (182) work days for returning teachers and one hundred eighty three (183) work days for teachers new to the District (one hundred eighty (180) day student instructional year) the District shall increase the reduced salary schedule by two per diem days valued at the 2007-2008 salary schedule (1.19%).

**11.2 Calendar**

The work year calendar shall be established annually by the District Office in collaboration with DUTA. The calendar must comply with Board Policy, ensure compliance with appropriate instructional minutes, include the teacher voting results, and be presented to the Board for approval using the District format no later than November 15 of each year for the following school year. The Board may make recommendations regarding changes prior to approval (see Appendices H-1 and H-2).

**11.3 Preparation Periods**

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

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

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

**11.5 Preparation Periods for Grades K – 12 (Full Time Teachers)**

11.5.1 Grades 6 Through 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.

#### 11.5.2 Grades K Through 5

A preparation period in grades K through 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 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.

#### 11.6 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 and submit a claim for pay at their per diem rate.

#### 11.7 Bilingual Teachers Providing Translation Services

On occasion, bilingual teachers may be asked to translate for, but not limited to, parent conferences, IEPs, meetings letters and/or documents. Whenever possible, the teacher being asked to provide translation services will be notified at least 72 hours in advance and may submit an hourly claim for said services. Teacher availability may prevent the teacher to provide these services and consequently may decline their services. The rate for these duties shall be found on the Extra Duty Stipend Schedule, under *Hourly Rate*.

#### 11.8 Additional Sick Leave

For the 2013-2014, 2014-2015, and 2015-2016 school years or until the salary schedule has been restored (see Article 14), whichever occurs first, the District shall increase the certificated employee sick leave allotment by five (5) days per complete year of service in Article 3, Sick Leave.

Sick Leave shall not be used for a work action against the District, to provide service for another employer, or earn course units toward salary placement credit. Use of Sick Leave will be consistent with the conditions in Article 3. These additional five days of Sick Leave shall be accrued and treated in the same manner as all other accrued sick leave.

#### 11.9 Additional Non-Mandatory Professional Staff Development Days

As of the 2016-2017 school year, the District shall schedule up to three non-mandatory professional staff development days each school year. A certificated Employee attending a professional staff development day will submit a time sheet to be compensated at his/her daily rate.



### **11.10 Additional Workdays for Advanced Placement Assignments**

Commencing the 2016-2017 school year, a teacher who has not taught an Advanced Placement class in the District within the previous two school years shall be eligible for additional work days.

An eligible teacher assigned to an Advanced Placement class will receive five (5) additional work days per year for two (2) consecutive school years and shall be compensated at the teacher's daily per diem rate if taken outside of the teacher's contracted work year.

These five (5) days may be used to attend the Advanced Placement Summer Institute and/or to prepare/evaluate course work. Not to exceed one (1) day of which may be used during the teacher's contracted work year.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

The Association and the District agree to replace the previous grievance procedure with this new language, which includes a mediation step and Binding Arbitration, pending additional review by the District:

### **12.1 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.

### **12.2 Definitions**

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

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

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

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

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

## **12.3 Procedure**

### **12.3.1 Level One Immediate Supervisor**

- 12.3.1.1 A grievance shall be presented in writing to the immediate supervisor, with a copy simultaneously provided to the Association. The immediate supervisor shall meet within five (5) 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) days of such meeting.
- 12.3.1.2 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) days of such meeting or ten (10) 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.

### **12.3.2 Level Two Superintendent**

- 12.3.2.1 The Superintendent or her/his designee shall meet with the grievant and/or designated Association representative within seven (7) 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) days of such meeting.

### **12.3.3 Level Three Mediation**

- 12.3.3.1 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.
- 12.3.3.2 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.
- 12.3.3.3 The mediator, within ten (10) days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.
- 12.3.3.4 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.

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

#### 12.3.4 Level Four Binding Arbitration

- 12.3.4.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) 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.
- 12.3.4.2 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 she/he judges to be proper. 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 she/he has had an opportunity to hear the merits of the grievance.
- 12.3.4.3 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.

#### 12.4 Time Limits

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

12.4.2 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.

12.4.3 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.

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

## **12.5 Rights of Representation**

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

## **12.6 No Reprisals**

12.6.1 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.

## **12.7 Miscellaneous**

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

12.7.2 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.

12.7.3 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, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

12.7.4 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.

12.7.5 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.

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

12.7.7 A unit member 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 on her/his own behalf, 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.

## **12.8 Expedited Arbitration**

12.8.1 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.

## **ARTICLE 13: 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:

### **13.1 Conditions**

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

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

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

### **13.2 Payment Schedule**

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.

### **13.3 Determination of Age**

The age of the certificated employee on the final check-out day of his/her contract shall be the age used to determine the percentage of contribution toward the certificated employee's

medical premium under PAYMENT SCHEDULE, above. Part-time certificated employees' percentage of contribution shall be proportionate to their percentage of employment.

#### **13.4 Retirement Incentives / Medical Coverage**

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 14: SALARIES**

#### **14.1 2016-2019 Contract Period**

Effective July 1, 2013, the 2013-2014 salary schedule (see Appendix A-1) is reduced by 8% as it relates to the 2007-2008 salary schedule (see Appendix A-2) until otherwise negotiated or until June 30, 2016 at which time the balance of the salary reduction shall be restored for the 2016-2017 school year, provided the District meets the minimum recommended reserve for economic uncertainties (such calculation shall include the restoration of the balance of the salary reduction) for 2016-2017 and 2017-2018 school years as of the 2016-2017 First Interim Report, and the District has no outstanding interagency (i.e. Stanislaus County Office of Education) borrowings as of the date of restoration. If prior to June 30, 2016, the parties have negotiated a salary schedule that is greater than the reduced 2013-2014 salary schedule the newer/greater salary schedule shall remain in effect until otherwise negotiated by the parties. The District may restore the reduced salary schedule at any time until it is fully restored.

An employee may elect to recognize past months' reductions in February 2014 to amortize past months' reductions during February 2014 through June 2014 or amortize past months

reductions from February 2014 through December 2014. In the event that an employee separates from the District prior to repaying the past months reductions being recovered by the District, the balance of the past months' reductions shall be deducted from the employee's last payroll check.

14.1.1 For bargaining unit members in active service s of the last student instructional day of the 2015-2016 school year, the District agrees to provide a one-time off the salary schedule payment of 2.37% of the bargaining unit member's annual salary **for 2015-2016**.

## **14.2 Extra Duty Stipend Schedule**

Appendix D is the Extra Duty Stipend for 2013-2016 contract term. The District will have right to assign 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. All extra-duty positions are considered temporary. There is no assumption that personnel will continue from year to year. 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 Extra Duty Stipend schedule restores the following:

1. Student Success Team ("SST")
2. Newspaper (if within the school day)
3. Renaissance Coach
4. Senior/Prom Advisor

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

## **14.3 Athletic Stipend Schedule**

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

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.

Added to the Athletic Stipend schedule: Varsity Cross Country Track Coach \$2,400 stipend and JV Cross Country Track Coach \$1,300 stipend.

#### **14.4 Income Applied to STRS**

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

### **ARTICLE 15: PROVISIONS OF THE SALARY SCHEDULE**

#### **15.1 Placement**

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

15.1.1 Beginning the 2007-08 school year, 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.

#### **15.2 Longevity**

Longevity shall be as indicated on Salary Schedule in Appendix A, if applicable.

#### **15.3 Placement of Teachers**

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

#### **15.4 Maximum Years of Experience Allowed**

Credit on the salary schedule to a maximum of ten (10) years for teachers new to the District may be awarded.

#### **15.5 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 16: UNITS TOWARD THE SALARY SCHEDULE**

#### **16.1 Credited Units**

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

16.1.1 Apply to a higher degree;



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

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

## **16.2 Credit Limitation**

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

16.2.2 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.

16.2.3 No credit will be applied to the salary schedule for units received in which any or all of the class (seminar, workshop, etc.) fees and/or per diem or travel were paid by the District unless the District required a teacher to attend such a class. All applicants applying for credit will utilize a form provided by the District prior to applying for credits.

## **16.3 Units Applied Toward Salary Schedule Advancement**

### **16.3.1 Upper Division and Graduate Courses**

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

16.3.1.2 College workshops will be approved under the same provisions noted in paragraph 16.3.1.1, above.

16.3.1.3 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.

16.3.1.4 A maximum of twelve (12) earned semester units or eighteen (18) earned quarter units may be applied to the salary schedule in any one (1) fiscal year. Earned units in excess of those amounts will be carried forward for application to future years at a rate not to exceed twelve (12) semester or eighteen (18) quarter units or equivalent per year. A teacher must complete a District form entitled Application for Approval of Regular Units for Advancement on the Salary Schedule, and receive approval from his/her principal prior to taking a class applicable to the salary schedule.

- 16.3.1.5 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.
- 16.3.1.6 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.

#### 16.3.2 Accredited Lower Division Classes

- 16.3.2.1 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.
- 16.3.2.2 Building principals will authorize lower division classes.
- 16.3.2.3 A maximum of eighteen (18) lower division units may be applied to the salary schedule.
- 16.3.2.4 Should a site principal recommend a lower division class for a teacher as part of his/her evaluation, and should said teacher have taken the maximum of eighteen (18) lower division units the Superintendent may waive the limit.
- 16.3.2.5 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.

### **16.4 Credit for Salary Schedule Advancement**

- 16.4.1 Approved classes taken during the regular school year (SEPTEMBER 1 TO JUNE 30) and the Summer Recess (JULY 1 TO AUGUST 31) will count toward salary schedule advancement for the ensuing year if the grade cards or official transcript(s) are received by the District Office NOT LATER THAN OCTOBER 1.
- 16.4.2 Employment contract revisions will be made when an office error in salary schedule placement is discovered.
- 16.4.3 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.

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 and the teacher's site principal.

## **16.5 Site Principal's Responsibility**

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

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

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

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

## **ARTICLE 17: HEALTH AND WELFARE BENEFITS**

**Denair Unified School District shall enter Self Insured Schools of California ("SISC") JPA Agreement and bylaws for membership effective January 1, 2012.**

Contract language in Article 17 shall be revised to comply with the SISC JPA Agreement and bylaws as presented to and approved by the Denair Unified School Board of Trustees.

### **17.1 Contribution**

The District will contribute to the teacher's health and welfare benefit program as listed on Appendix A, 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.

### **17.2 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.

### **17.3 Available Benefits in Modular Form**

17.3.1 Employee-Only Coverage

**Module 1**

SISC  
Dental  
Vision  
Life

**Module 2**

Dental  
Vision  
Life  
Cash

17.3.2 Dependent Coverage

**Module 3**

SISC Dependent  
Dental  
Vision  
Life

**17.4 Selection of Coverages**

**All full time teacher (90% or more) hired on or after January 1, 2012, must participate with SISC.**

All part-time teachers (less than 90%) 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 request to add to his/her 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.

**17.5 Teachers Electing Not to Take Medical Coverage**

A teacher hired prior to January 1, 2012, who elects not to take one of the modules listed above must provide documentation to the District that he/she is covered by a group medical plan. The District Office will document the expiration date of such a medical plan. In the event the teacher does not submit documentation prior to the expiration date to indicate he/she is covered for a subsequent period, the District will enroll the teacher in Module Number 1.

**17.6 Combined Contribution**

Married couples employed by the District may combine the District's contribution specified in Article 17.1 above.

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

**ARTICLE 18:  
PEER ASSISTANCE AND REVIEW**

**18.1 General**

- 18.1.1 The Denair Unified Teachers Association and the Denair Unified District strive to provide the highest possible quality of education. In order for students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues.
- 18.1.2 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article 8: EVALUATION PROCEDURES, of this Contractual Agreement.
- 18.1.3 It is recognized by all parties that this Article is a "living document" and may change over time through the negotiations process.

**18.2 Purpose**

- 18.2.1 The parties have cooperated in the design and implementation of this Peer Assistance and Review Program ("Program" or "PAR") to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer in, this Program are viewed as valuable professionals.
- 18.2.2 The Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies and teaching methods.
- 18.2.3 The extent of the Program's assistance and review depends on whether the participating teacher is:
  - 18.2.3.1 A participating teacher with an unsatisfactory evaluation in one (1) or more of the standards of the California Standards for the Teaching Profession ("CSTP");
  - 18.2.3.2 A beginning teacher; or a
  - 18.2.3.3 A voluntary participating teacher.
- 18.2.4 The Program's assistance shall be provided through Consulting Teachers, but shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article 8: EVALUATION PROCEDURES, of this Agreement and Education Code section 44660 et seq.

- 18.2.5 Program resources shall be utilized in the following order:
- 18.2.5.1 Participating Teachers with an unsatisfactory evaluation in one (1) or more of the standards of the CSTP;
  - 18.2.5.2 Beginning Teachers; and then
  - 18.2.5.3 Voluntary Participating Teachers.
- 18.2.6 Whenever possible, teachers participating in the Program will have the opportunity to choose a consulting teacher from a list provided by the Panel.
- 18.2.7 Participation in the Program is limited. Individuals new to teaching or teachers transferring from another District shall not remain in the Program more than two (2) years. Voluntary Participating Teachers, and any other Participating Teacher, shall remain in the Program no more than one (1) year. The Panel shall have the discretion to discharge any Participant at an earlier time.
- 18.2.8 Voluntary Participating Teachers have the right to opt out of PAR at any time.

### **18.3 Definitions**

- 18.3.1 “Classroom Teacher” or “Teacher”: Any unit member who is covered by Article 1: AGREEMENT/RECOGNITION, of this Agreement.
- 18.3.2 “Participating Teacher”: A classroom teacher who either volunteers for, or is required by this Article to participate in, the Program. Such teacher shall be an individual who meets one (1) of the following qualifications:
- 18.3.2.1 “Participating Teacher With an Unsatisfactory Evaluation”: A unit member with permanent status whose most recent performance evaluation contained one (1) or more “Unsatisfactory” ratings in the standards of the CSTP, as specifically designated by Article 8: EVALUATION PROCEDURES, of this Agreement.
  - 18.3.2.2 “Beginning Teacher”: For purposes of this Article, a unit member who is either (1) probationary; or (2) employed pursuant to a full-year temporary contract; or (3) any District teaching intern participating in a program established according to Education Code Sections 44305 et seq. and 44325 et seq. Support to a Beginning Teacher pursuant to this Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.
  - 18.3.2.3 “Voluntary Participating Teacher”: A unit member with permanent status.

18.3.3 “Consulting Teacher”: An exemplary teacher who shall provide Program assistance to the Participating Teacher. The Consulting Teacher shall possess at least the following minimum qualifications:

18.3.3.1 He/she shall have a credential for teaching in the classroom and have permanent status;

18.3.3.2 He/she shall have at least five (5) years of recent experience in classroom instruction;

18.3.3.3 He/she shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject-matter knowledge, knowledge of and commitment to District curricular goals and standards and the California Standards for the Teaching Profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts;

18.3.3.4 He/she shall have demonstrated a continuing ability to work cooperatively and effectively with other teachers and administrators, shall have demonstrated effective leadership skills and abilities, and shall have substantial experience working on school or District committees; and

18.3.3.5 He/she shall have the ability to communicate effectively, both orally and in writing.

18.3.4 “Principal” or “Evaluating Principal”: The certificated administrator appointed by the District to evaluate a certificated teacher pursuant to Education Code section 44600 et seq. and Article 8: EVALUATION PROCEDURES, of this Agreement.

18.3.5 “Joint Teacher/Administrator Peer Review Panel”: That body which governs and oversees the PAR Program, as described more fully in Section 4: Joint Teacher/Administrator Peer Review Panel, of this Article, and whose responsibilities include, but are not limited to, administration of the Program, selection and oversight of Consulting Teachers, and recommendations to the Governing Board regarding Participants for inclusion in the Program.

#### **18.4 Joint Teacher/Administrator Peer Review Panel**

18.4.1 General Provisions:

18.4.1.1 The Joint Teacher/Administrator Peer Review Panel (“Panel” or “Joint Panel”) shall consist of three (3) members.

18.4.1.1.1 Two (2) members shall be certificated classroom teachers who are chosen to serve by the Association.

18.4.1.1.2 The third member shall be a District administrator chosen by the District to serve on the Joint Panel. Whenever possible, the District shall choose an administrator who is not responsible for evaluations.

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

18.4.1.2 To promote continuity, appointees shall serve staggered three (3) year terms.

18.4.1.3 The Joint Panel shall establish its own meeting schedule. To meet, at least two-thirds (2/3rds) of the members must be present, one (1) of whom must be a District administrator. Such meetings may take place during the regular teacher work day, with a grant of release time to Panel members and, if necessary, Consulting Teachers and Participating Teachers, or during non-school time.

18.4.1.4 The Joint Panel shall establish procedures and regulations necessary to carry out the requirements of this Article, including but not limited to a procedure for the selection of a Panel Chairperson.

18.4.1.5 Panel members shall receive an annual stipend depending on work load and budget.

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

#### 18.4.2 Duties and Responsibilities With Regard to Consulting Teachers:

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

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

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

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



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

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

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

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

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

18.4.5 Annual Evaluation:

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

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

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

18.4.5.3 The report shall include recommendations regarding Participating Teachers with Unsatisfactory Evaluations.

18.4.5.4 If necessary, the Panel shall forward names of those Participating Teachers who, after sustained assistance, are unable to demonstrate satisfactory improvement.

## **18.5 Consulting Teachers**

18.5.1 General Provisions:

18.5.1.1 Each application to serve as a Consulting Teacher must be supported by three (3) references from individuals with specific knowledge of his/her qualifications, as follows:

18.5.1.1.1 A District administrator or immediate supervisor;

18.5.1.1.2 An Association representative; and/or

18.5.1.1.3 Another classroom teacher.

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

18.5.1.2 Consulting Teachers shall be selected by a majority vote of the Joint Panel following classroom observations by the Joint Panel. A Consulting Teacher cannot be a member of the Joint Panel.

18.5.1.3 The term of the Consulting Teacher shall be one (1) year with annual renewal for up to three (3) years. A teacher may not serve in the position for more than three (3) full terms, each one (1) year in duration, or a maximum of three (3) years, provided other acceptable candidates are available.

18.5.1.4 A Consulting Teacher serves on a part-time basis.

18.5.1.4.1 They shall have a regular full-time teaching assignment but shall be provided with release time for each assigned Participating Teacher.

18.5.1.4.2 In addition to his/her regular salary, a part-time Consulting Teacher shall receive an annual stipend depending on workload and budget.

#### 18.5.2 Duties and Responsibilities With Regard to Program Participants:

18.5.2.1 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities which, in his/her professional judgment, will assist the Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Principal.

18.5.2.2 The Consulting Teacher shall meet with the referred Participating Teacher to discuss the PAR Program, to develop a plan designed to assist the Participating Teacher in complying with the Professional Improvement Plan. This plan shall include performance goals for the Participating Teacher. In addition, the Consulting Teacher and Participating Teacher shall discuss and develop a process for evaluating that teacher's participation in the Program.

- 18.5.2.3 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 18.5.2.4 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the teacher for discussion and review.
  - 18.5.2.4.1 A “draft” copy of the Consulting Teacher’s report shall be submitted to, and discussed with, the Participating Teacher with an Unsatisfactory Evaluation, who shall then have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the Participating Teacher for signature. The Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.
  - 18.5.2.4.2 The Consulting Teacher shall promptly submit a final report to the Joint Panel. The Participating Teacher with an Unsatisfactory Evaluation shall have the right to submit a written response, within twenty (20) days of the receipt of the “draft” report, and have it attached to the final report.

## **18.6 Program Participation**

- 18.6.1 By Participating Teachers with an Unsatisfactory Evaluation.
  - 18.6.1.1 Any such teacher must participate in the Program.
  - 18.6.1.2 Such teacher will be assigned a Consulting Teacher.
  - 18.6.1.3 The Consulting Teacher’s assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator in the Professional Improvement Plan (“PIP”).
    - 18.6.1.3.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered the performance goals required by Education Code sections 44664(a) and 44500(b)(2).
    - 18.6.1.3.2 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet with the Participating Teacher to discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.

18.6.1.3.3 The Consulting Teacher and the evaluating Principal are expected to develop a cooperative relationship and shall coordinate and align the assistance that should be provided to Participating Teachers by the Consulting Teacher.

18.6.1.3.4 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in this Article which shall also involve conducting multiple classroom observations of the Participating Teacher.

18.6.1.4 Before December 15 of each year, the Consulting Teacher shall complete a written assessment of the teacher's performance and participation in the Program consisting solely of:

18.6.1.4.1 A description of the assistance provided to the Participating Teacher; and

18.6.1.4.2 A description of the results of the assistance in the targeted areas.

This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.

18.6.1.5 The results of the teacher's participation in the Program shall be available for use as part of the Participating Teacher's annual evaluation.

18.6.1.5.1 The evaluating Principal shall have the discretion as to whether, and how, to use the results set forth in the report in the annual evaluation.

18.6.1.5.2 The Consulting Teacher's report on participation in that Program shall be made available to the District for placement in the Participating Teacher's personnel file if the report is referenced by the Principal in the evaluation.

18.6.1.6 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.

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

18.6.2 By Beginning Teachers

- 18.6.2.1 A Consulting Teacher will be assigned to one (1) or more Beginning Teachers to provide assistance. During the first year of assistance to a Beginning Teacher, the Consulting Teacher shall concentrate the assistance in the area of the CSTP. In the second year of assistance to a Beginning Teacher, assuming continued employment, the Consulting Teacher will focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.
- 18.6.2.2 The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- 18.6.2.3 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participate in the Program.
- 18.6.2.4 The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness for Beginning Teachers and specific areas for improvement in the Program to the Joint Panel.
- 18.6.2.5 The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program for Beginning Teachers.

### 18.6.3 By Voluntary Participating Teachers

- 18.6.3.1 Voluntary Participating Teachers are individuals who either wish to grow and learn with the assistance of a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills, the acquisition of a new subject matter, or expanded practice in the CSTP.
- 18.6.3.2 The Voluntary Participating Teacher must first submit to the evaluating Principal a written plan for professional growth requesting the assistance of a Consulting Teacher. If the plan is approved by the Principal and involves a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan.
- 18.6.3.3 The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary

Participating Teacher. The Voluntary Participating Teacher may terminate his/her participation in the Program at any time.

- 18.6.3.4 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, both the Consulting Teacher and the Joint Panel will be on an “only as required” basis as determined by the individual plan.
- 18.6.3.5 All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others including, but not limited to, the site Principal, the evaluator or the Joint Panel.

## **18.7 Other Provisions**

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

18.7.6 Notwithstanding any provision in this Article to the contrary, this Article shall not in any way modify or affect the rights of the District under applicable law, regulation, Board policy and Board administrative regulation relating to the employment, classification, retention, nonreelection or release of certificated employees, including but not limited to the nonreelection of probationary employees.

18.7.7 Consulting teachers are encouraged to use whatever resources are available to fulfill their duties under this Article, including but not limited to using volunteer labor. However, all resource uses will be cleared by the Panel, so long as the resources used are allowable and compliant with applicable law and/or regulation.

**ARTICLE 19:  
PROGRESSIVE DISCIPLINE**

Discipline/Suspension Article

The association recognizes that the District has the right and responsibility to take appropriate disciplinary action against a unit member 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:

A. Verbal or Written Warnings. Verbal or written warning may be used when the District believes that it may prevent or correct a behavior and the offense. If the conduct does not warrant a record of the event being placed in the unit member's personnel file, written warnings shall not be placed in the unit member's personnel file nor shall they be subject to appeal unless and until a written reprimand is issued for the same or similar actions. [These warnings, at a later time, may be attached to a formal written reprimand and entered in to the personnel file]

B. Written Reprimand. Written reprimands may only be used under the following circumstances:

1. When a unit member repeats an offense after having previously received a written warning about similar actions; or

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.

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

1. When a unit member repeats an offense after having previously received a written reprimand about similar actions; or

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

D. Length of Suspension

1. No unit member 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.

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



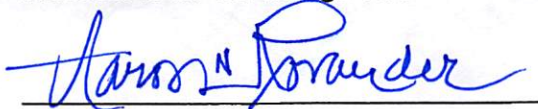
**SIGNATURE PAGE**

FOR THE DENAIR UNIFIED SCHOOL  
DISTRICT:

Date: March 27, 2017



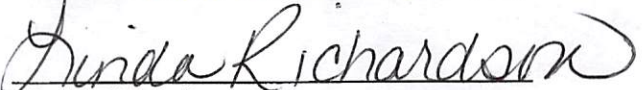
**Kathi Dunham-Filson**  
President of the Governing Board



**Aaron Rosander**  
Superintendent

FOR THE DENAIR UNIFIED TEACHERS  
ASSOCIATION:

Date: March 27, 2017



**Linda Richardson**  
DUTA President



**Lori Cole**  
DUTA Negotiating Team



**Jamie Pecot**  
DUTA Negotiating Team



**Craig Cumberland**  
DUTA Negotiating Team

**APPENDICES A – H**

**APPENDIX A-1 – 2016-2019 Salary Schedule**

**DENAIR UNIFIED SCHOOL DISTRICT  
2016/2017 CERTIFICATED SALARY SCHEDULE**

*Schedule reflects a reduction of 3% from the 2007-08 salary schedule approved 10/25/07  
Returning Teachers - 180 Days / New Teachers - 181 Days*

	<b>I +12 Without Credential</b>	<b>II +24</b>	<b>III +36</b>	<b>IV +48</b>	<b>V +60</b>	<b>VI +72</b>
1	\$34,226	\$40,655	\$41,872	\$43,130	\$44,423	\$45,755
2		\$41,872	\$43,130	\$44,423	\$45,755	\$47,357
3		\$43,130	\$44,423	\$45,755	\$47,129	\$49,015
4		\$44,423	\$45,755	\$47,129	\$48,541	\$50,607
5		\$45,755	\$47,129	\$48,541	\$49,998	\$52,251
6		\$47,129	\$48,541	\$49,998	\$51,497	\$53,950
7		\$48,541	\$49,998	\$51,497	\$53,043	\$55,703
8		\$49,998	\$51,497	\$53,043	\$54,634	\$57,513
9		\$51,497	\$53,043	\$54,634	\$56,273	\$59,383
10		\$53,043	\$54,634	\$56,273	\$57,962	\$61,314
11		\$54,368	\$56,001	\$57,679	\$59,411	\$63,305
12			\$57,399	\$59,121	\$60,896	\$64,887
13				\$60,600	\$62,417	\$66,510
14					\$63,977	\$68,173
15					\$65,257	\$69,877
16					\$66,563	\$70,751
17					\$67,893	\$71,635
18					\$69,252	\$72,562
19					\$70,638	\$73,438
20					\$72,049	\$74,355
21						\$75,285
22						\$76,225
23						\$77,178
24						\$78,142
25						\$79,119

Specialist Credential	\$432.00
Masters	\$590.00
Preschool Permit Teacher - Step 3	\$25.00
Benefit Cap - Full Time	\$6,000.00

Board Approved: November 10, 2016

**APPENDIX A-2 – 2007-2008 Certificated Salary Schedule**

**DENAIR UNIFIED SCHOOL DISTRICT  
2007-2008 CERTIFICATED SALARY SCHEDULE**

	I +12 Without Credential	II +24	III +36	IV +48	V +60	VI +72
1	\$35,283	\$41,910	\$43,166	\$44,462	\$45,796	\$47,169
2		\$43,166	\$44,462	\$45,796	\$47,169	\$48,820
3		\$44,462	\$45,796	\$47,169	\$48,585	\$50,529
4		\$45,796	\$47,169	\$48,585	\$50,041	\$52,171
5		\$47,169	\$48,585	\$50,041	\$51,543	\$53,866
6		\$48,585	\$50,041	\$51,543	\$53,089	\$55,617
7		\$50,041	\$51,543	\$53,089	\$54,682	\$57,424
8		\$51,543	\$53,089	\$54,682	\$56,322	\$59,291
9		\$53,089	\$54,682	\$56,322	\$58,011	\$61,218
10		\$54,682	\$56,322	\$58,011	\$59,753	\$63,208
11		\$56,048	\$57,731	\$59,461	\$61,247	\$65,261
12			\$59,173	\$60,948	\$62,778	\$66,893
13				\$62,473	\$64,346	\$68,566
14					\$65,954	\$70,280
15					\$67,275	\$72,036
16					\$68,620	\$72,937
17					\$69,992	\$73,849
18					\$71,393	\$74,804
19					\$72,821	\$75,707
20					\$74,276	\$76,653
21						\$77,611
22						\$78,581
23						\$79,564
24						\$80,557
25						\$81,565

Specialist Credential	\$432.00
Masters	\$590.00
Preschool Permit Teacher–Step 3	\$25.00
Benefits-Full Time	\$6,000.00

Board approved: 10/25/07

## APPENDIX B – California Standards For the Teacher Profession

### DENAIR UNIFIED SCHOOL DISTRICT CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

<b>Engaging and Supporting All Students in Learning</b>	<b>Creating and Maintaining Effective Environments for Student Learning</b>
1.1 Using knowledge of students to engage them in learning	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
1.3 Connecting subject matter to meaningful real-life contexts	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotional safe.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
1.6 Monitoring student learning and adjusting instruction while teaching	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
	2.7 Using instructional time to optimize learning.
<b>Understanding and Organizing Subject Matter for Student Learning</b>	<b>Planning Instruction and Designing Learning Experiences for All Students</b>
3.1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks.	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	4.2 Establishing and articulating goals for student learning.
3.3 Organizing curriculum to facilitate student understanding of the subject matter	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
3.4 Utilizing instructional strategies that are appropriate to subject matter.	4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.	
<b>Assessing Students For Learning</b>	<b>Developing as a Professional Educator</b>
5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments.	6.1 Reflecting on teaching practice in support of student learning.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	6.4 Working with families to support student learning.
5.5 Involving all students in self-assessment, goal setting, and monitoring progress.	6.5 Engaging local communities in support of the instructional program.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.	6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.	6.7 Demonstrating professional responsibility, integrity and ethical conduct.

## **Standard 1**

### **Engaging and Supporting All Students in Learning**

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

## **Standard 2**

### **Creating and Maintaining Effective Environments for Student Learning**

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

## **Standard 3**

### **Understanding and Organizing Subject Matter for Student Learning**

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

## **Standard 4**

### **Planning Instruction and Designing Learning Experiences for All Students**

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

## **Standard 5**

### **Assessing Students for Learning**

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan,

differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

## **Standard 6**

### **Developing as a Professional Educator**

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

**APPENDIX B-1 – Certificated Employee Annual Summative Evaluation Schedule**

**CERTIFICATED EMPLOYEE ANNUAL SUMMATIVE EVALUATION SCHEDULE**

**Pre-Evaluation Conference**

**September 1st**

Discussion of domains standards  
Setting goals and strategies  
Developing tactics and logistics  
Overview of evaluation process

**First Mid-Year Check**

**October 1<sup>st</sup>**

Establish criteria by which standards of expected achievement shall be developed

**Second Mid-Year Check**

**January - February**

Review goals and strategies; assess progress  
Check on tactics and logistics; problem solve  
Update goals  
Review domains standards  
Submit any completed summaries, statements of student achievement/evidence

**Draft Conference**

**March - April**

Share draft summary  
Set time and date for summative conference  
Set up interactive draft narrative  
Submit remaining summary(ies) of statements of student achievement/evidence

**Evaluation Conference**

**April 25**

Review and sign summative narrative  
Develop goals and consider strategies  
Set up for pre-evaluation conference in October



**APPENDIX B-1 – Instructional Certificated Employee Evaluation Form A**

**DENAIR UNIFIED SCHOOL DISTRICT  
INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION  
FORM A**

Name \_\_\_\_\_ Status \_\_\_\_\_ Academic Year \_\_\_\_\_  
Assignment \_\_\_\_\_ School \_\_\_\_\_

**I. INITIAL EVALUATION CONFERENCE**

- Evaluator and evaluatee confer regarding teacher evaluation process as per District Board Policy, Collective Bargaining Unit, and District contract (by Sept. 15).
- Establish criteria by which standards of expected student achievement shall be developed (by Oct. 1).

**Minimum of 2 descriptions of expected student achievement for permanent teachers, and 4 descriptions for temporary and probationary teachers.**

**Preliminary procedures have been completed as outlined in the initial evaluation conference:**

Evaluatee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**II. STANDARDS FOR THE TEACHING PROFESSION**

- Standard One: Engaging and supporting all students in learning.
- Standard Two: Creating and maintaining effective environments for student learning.
- Standard Three: Understanding and organizing subject matter for student learning.
- Standard Four: Planning instruction and designing learning experience for all students.
- Standard Five: Assessing students for learning.
- Standard Six: Developing as a professional educator.

**III. NON-INSTRUCTIONAL RESPONSIBILITIES AND DUTIES**

- Performs non-instructional tasks as required by state law and District policy.
- Attends school and District meetings and/or activities related to assignment.

- Shares equally in the sponsorship or the supervision of out-of-classroom student activities.

**IV. EVALUATEE'S END OF THE YEAR SUMMARY (Completed by April 25)**

**V. EVALUATEE'S COMMENTS**

**VI. STATEMENTS OF EXPECTED STUDENT ACHIEVEMENT**

**VII. EVALUATION SUMMARY**

<b>Overall Evaluation</b>	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
	<input type="checkbox"/> PAR Participant	<input type="checkbox"/> BTSA Participant

**VIII. RECOMMENDATION**

<b>Permanent/Probationary</b>	<b>Temporary</b>
<input type="checkbox"/> Re-employment	<input type="checkbox"/> Re-employment
<input type="checkbox"/> Re-assignment	<input type="checkbox"/> Do not rehire
<input type="checkbox"/> Dismissal	

**IX. DATES OF OBSERVATIONS AND POST CONFERENCES**

Observation Dates	Post-Conference Dates
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**X. SIGNATURES**

We have completed the evaluation process in accordance with Denair Unified School District Procedures.

Evaluatee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Other Participant (if any) \_\_\_\_\_ Date \_\_\_\_\_

The evaluatee's signature merely acknowledges completion of the evaluation process.

**APPENDIX B-2 – Instructional Certificated Employee Evaluation Form B**

**DENAIR UNIFIED SCHOOL DISTRICT  
INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION  
FORM B**

**Standards of Expected Student Achievement**

Name \_\_\_\_\_ School \_\_\_\_\_ Academic Year \_\_\_\_\_

Minimum: Two descriptions of expected student achievement for permanent teachers and four descriptions for temporary and probationary teacher.

1. DESCRIPTION OF EXPECTED STUDENT ACHIEVEMENT  
(Indicate Anticipated Date of Completion)

- a. Assessment/Evidence:
- b. Summary statement of student achievement:  Met  Not Met
- c. Comments/Mitigating Factors:

2. DESCRIPTION OF EXPECTED STUDENT ACHIEVEMENT  
(Indicate Anticipated Date of Completion)

- a. Assessment/Evidence:
- b. Summary statement of student achievement:  Met  Not Met
- c. Comments/Mitigating Factors:

Evaluatee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Other Participant (if any) \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B-3 – Instructional Certificated Employee Evaluation Form C**

**DENAIR UNIFIED SCHOOL DISTRICT  
INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION**

**FORM C**

**Classroom Observation**

Name \_\_\_\_\_ School \_\_\_\_\_ Evaluator \_\_\_\_\_  
Date of Observation \_\_\_\_\_ Time of Observation From \_\_\_\_\_ to \_\_\_\_\_

Evaluatee Initiated       Evaluator Initiated       Unscheduled   
Evidence

Observed      Exhibited      N/A

- |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard One: Engaging and supporting all students in learning<br>Comment: _____                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard Two: Creating and maintaining effective environment for student learning.<br>Comment: _____       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard Three: Understanding and organizing subject matter for student learning.<br>Comment: _____        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard Four: Planning instruction and designing learning experiences for all students.<br>Comment: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard Five: Assessing students for learning.<br>Comment: _____  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard Six: Developing as a professional Educator<br>Comment: _____                                      |

**CLASSROOM RESUME**

**Observation**

**Initial Reaction**

**APPENDIX B-4 – Instructional Certificated Employee Evaluation Form D**

**DENAIR UNIFIED SCHOOL DISTRICT  
INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION**

**FORM D**

**Post-Observation Conference**

Name \_\_\_\_\_ Evaluator \_\_\_\_\_  
Date of Observation \_\_\_\_\_ Date of Post-Observation Conference \_\_\_\_\_

The post-observation conference should be held no later than three (3) school days after the actual observation.

**The Evaluatee has read the observation.  Yes  No**

**The Evaluatee agrees to the accuracy of the observation.  Yes  No**

I. SUMMARY OF EVALUATEE'S AND EVALUATOR'S DISCUSSION RELATING TO THE OBSERVATION:

II. SPECIFIC SUGGESTIONS/GENERAL COMMENTS:

III. EVALUATEE'S COMMENTS:

\_\_\_\_\_  
Evaluatee's Signature Date

\_\_\_\_\_  
Evaluator's Signature Date

\_\_\_\_\_  
Other Participant Signature (if any) Date

The evaluatee's signature does not constitute endorsement of the observer's notations but is recognition that discussion has taken place.

**APPENDIX B-5 – Classroom Teacher Alternative Evaluation**

**DENAIR UNIFIED SCHOOL DISTRICT  
CLASSROOM TEACHER ALTERNATIVE EVALUATION**

**OBSERVATION CHECKLIST**

Evaluatee: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Number of Students: \_\_\_\_\_

Time of Observation: From: \_\_\_\_\_ To: \_\_\_\_\_ Observation Number: \_\_\_\_\_

Nature of Observation: Unscheduled \_\_\_\_\_ Evaluatee Initiated \_\_\_\_\_ Evaluator Initiated \_\_\_\_\_

**Comments**

Satis- Unsatis-  
factory factory N/A

**Evaluator's Comments**

Elements Observed:

A. Five Essential Elements:

1. Evidence of planning and preparation

2. Familiarity with and understanding of material

3. Logical sequence/pattern of development

4. Flexibility to take advantage of productive diversions

5. Reasonable level of student responsiveness

Evaluatee's Comments:

Continued

Comments	Satis- factory	Unsatis- factory	N/A	Evaluator’s Comments
Elements Observed:				
B. Characteristics of Effective Instruction:				
OPENING:				
1. Room Environment				
2. Class Routines				
3. Class Control				
4. Objectives and Context of Lesson				
OPENING:				
1. Pace of Instruction				
2. Variety of Instruction				
3. Transition				
4. Questioning Technique				
5. Student Response/Involvement				
6. Quality of Presentation				
7. Quality of Materials				
CLOSE:				
1. Timing				
2. Summation/Review/Check for Understanding				
3. Homework				
4. Accomplishment of Lesson Objectives				

Employee Comments to “Characteristics of Effective Instruction:

Evaluatee’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Overall Lesson:  Satisfactory  Unsatisfactory

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

**VERIFICATION OF ABSENCE AND/OR REQUEST TO BE ABSENT**

Employee \_\_\_\_\_ Site \_\_\_\_\_

Certificated \_\_\_ Classified \_\_\_ Mgmt. \_\_\_ Confidential \_\_\_

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Substitute Needed - Yes  No  Requested Substitute \_\_\_\_\_

Yard Duty - Yes  No  Substitute Used \_\_\_\_\_

**EXPLANATION OF ABSENCE**

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

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

\_\_\_\_\_  
Signature of Employee Date

\_\_\_\_\_  
Approved by Principal/Supervisor Date

\_\_\_\_\_  
Approved by Superintendent Date

COPY TO:  Payroll  
 Employee

Revised 7/25/2016



## LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

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

\*Immediate Family as defined in your contract

Revised 7/25/2016

## APPENDIX D – 2013-2016 Extra Duty Stipend Schedule

### EXTRA DUTY STIPEND SCHEDULE 2013-2016

	STIPEND	DES/D2A	DMS	DHS
1.	Activities Director		\$750	\$1,500
2.	Academic Decathlon Coach			\$1,000
3.	Adjunct Duty pay for exceeding requirements of 20 hours (MS-20 hrs/ES-12 hrs)	\$27/ hr	\$27/ hr	\$27/ hr
4.	Ag Teacher(s) - FFA, Extended Summer Services			\$8,300
5.	Band and Choral Director			\$2,200
6.	Clubs Clubs must be Board Approved with Bylaws, Constitution and meeting time. Minutes are required. Advisor must be present at all activities.			\$500
7.	Drama Coach (2 productions per year) Will be paid \$900 for each approved additional production in the same year			\$2,000
8.	Elementary Afterschool Enrichment Activities (i.e. visual and performing arts and academics) up to 5 stipends annually	\$500		
9.	Hourly Rate Saturday School, I.S. Intervention, Academy, Summer School/Extended Year, Curriculum, Translation services	\$27	\$27	\$27
10.	Math Bowl		\$525	
11.	Mock Trial			\$1,000
12.	Newspaper			\$1,350
13.	Outdoor Education (to be divided among chaperone teachers)		\$2,500	
14.	Pentathlon		\$525	
15.	Prom Advisor			\$315
16.	Reading Recovery Assignment (up to 8 stipends annually)	\$500		
17.	Renaissance Coach			\$1,260
18.	Science Olympiad (if not a class period)		\$525	\$1,500
19.	Senior Advisor			\$680
20.	Speech		\$525	
21.	Student Success Team (SST) Attendance required, not to exceed 2 full time equivalent positions or half time (K-2) (3-5)	\$248(Full) \$126(Half)		
22.	WASC (2 when needed)			\$1,500
23.	Yearbook		\$1,000	\$1,500

## APPENDIX E –2016-2019 Athletic Stipend Schedule

### ATHLETIC STIPEND SCHEDULE 2016-2019

<u>Athletic Director – High School</u>	<u>\$2,700.00</u>
<u>Athletic Director – Middle School</u>	<u>\$1,300.00</u>
<b>Baseball (2 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Varsity Assistant Coach</u>	<u>\$1,300.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<u>JV Assistant Coach</u>	<u>\$1,100.00</u>
<b>Basketball (5 teams)</b>	
<u>Boys Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Girls Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Boys JV Head Coach</u>	<u>\$1,650.00</u>
<u>Girls JV Head Coach</u>	<u>\$1,400.00</u>
<u>Novice/Freshman Head Coach</u>	<u>\$1,400.00</u>
<b>Cross Country Track (1 team)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>JV Head Coach</u>	<u>\$1,300.00</u>
<b>Football (2 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Varsity Assistant Coach (2 coaches @ \$1,300.00 each)</u>	<u>\$2,600.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<u>JV Assistant Coach (2 coaches @ \$1,100.00 each)</u>	<u>\$2,200.00</u>
<b>Pep Squad Advisor – (\$800 each semester)</b>	<u>\$1,600.00</u>
<b>Soccer (2 teams)</b>	
<u>Boys Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Girls Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Boys Varsity Assistant Coach</u>	<u>\$1,300.00</u>
<u>Girls Varsity Assistant Coach</u>	<u>\$1,300.00</u>
<b>Softball (2 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Varsity Assistant Coach</u>	<u>\$1,300.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<u>JV Assistant Coach</u>	<u>\$1,100.00</u>
<b>Tennis (1 team)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>Varsity Assistant Coach</u>	<u>\$1,300.00</u>
<b>Track (2 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<b>Volleyball (3 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<u>Novice/Freshman Head Coach</u>	<u>\$1,400.00</u>
<b>Wrestling (2 teams)</b>	
<u>Varsity Head Coach</u>	<u>\$2,400.00</u>
<u>JV Head Coach</u>	<u>\$1,650.00</u>
<b>Middle School Coaches (9 coaches @ \$1,100.00 each)</b>	<u>\$9,900.00</u>
<b>Middle School Intramural Coaches (4 coaches @ \$525.00 each)</b>	<u>\$2,100.00</u>

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

APPENDIX F-1 – Course Approval for Salary Advancement Instructions

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

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

NOTES:

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

**A handwritten description is not acceptable.**

**APPENDIX F-2 – Course Approval for Salary Advancement Form**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADMINISTRATIVE APPROVAL:** The approved course serves the following purposes:

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

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Approved  Disapproved

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Approved  Disapproved

\*Reason for Disapproval \_\_\_\_\_

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

**APPENDIX G – Bell Schedule**

**Denair High School  
2016-2017 Bell Schedules**

**Regular Schedule**

Period 1	8:00-8:50
Period 2	8:54-9:44
Period 3	9:48-10:38
Period 4	10:42-11:32
Lunch	11:32-12:03
Period 5	12:07-12:57
Period 6	1:01-1:51
Period 7	1:55-2:45

**Minimum Day/Collaborative Day**

Period 1	8:00-8:32
Period 2	8:36-9:08
Period 3	9:12-9:44
Period 4	9:48-10:20
Period 5	10:24-10:56
Lunch	10:56-11:26
Period 6	11:30-12:02
Period 7	12:06-12:38

**Activity/Rally Schedule**

Period 1	8:00-8:45
Period 2	8:49-9:34
Period 3	9:38-10:23
Period 4	10:27-11:12
Period 5	11:16-12:01
Rally	12:01-12:36
Lunch	12:36-1:07
Period 6	1:11-1:56
Period 7	2:00-2:45



# Denair Middle School Bell Schedules 2016-2017

## REGULAR SCHEDULE for grades 6 and 7/8

### Grade 6

#### Regular Schedule

Period 1	8:00-8:50
Period 2	8:54-9:44
Period 3	9:48-10:38
Lunch	10:38-11:09
Period 4	11:13-12:03
Period 5	12:07-12:57
Period 6	1:01-1:51
Period 7	1:55-2:45

### Grades 7-8

#### Regular Schedule

Period 1	8:00-8:50
Period 2	8:54-9:44
Period 3	9:48-10:38
Period 4	10:42-11:32
Lunch	11:32-12:03
Period 5	12:07-12:57
Period 6	1:01-1:51
Period 7	1:55-2:45

## MODIFIED SCHEDULES for grades 6-8

### Minimum/Collaborative Day Schedule

Period 1	8:00-8:32
Period 2	8:36-9:08
Period 3	9:12-9:44
Period 4	9:48-10:20
Period 5	10:24-10:56
Lunch	10:56-11:26
Period 6	11:30-12:02
Period 7	12:06-12:38

### Activity/Rally Schedule

Period 1	8:00-8:45
Period 2	8:49-9:34
Period 3	9:38-10:23
Period 4	10:27-11:12
Period 5	11:16-12:01
Rally	12:01-12:36
Lunch	12:36-1:07
Period 6	1:11-1:56
Period 7	2:00-2:45

# Appendix H-1 – 2016-2017 Calendar

## DENAIR UNIFIED SCHOOL DISTRICT 2016-2017 CALENDAR

\*Stanislaus County Fair; \*\*tentative July 8-17

(190 Attendance Day)

Board Approved: 05/12/2016

	AUGUST '16	JANUARY '17																																																																																																			
<b>4</b> Secondary Schools Coyote Call <b>9-10</b> Professional Development Day (Districtwide Non-Attendance Day) <b>11</b> First Day of School <b>16</b> DES/DECA Back to School Night – Min. Day <b>17</b> DMS Back to School Night <b>31</b> DHS Back to School Night Secondary Schools Min. Day	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<b>2</b> Holiday – New Years <b>3</b> Classes Resume <b>16</b> Holiday – Martin Luther King, Jr. Day <b>27</b> Districtwide Collaborative Day – Min. Day <b>27</b> Secondary Schools 3rd Qtr. Progress Reports														
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<b>5</b> Holiday – Labor Day <b>9</b> Secondary Schools 1st Qtr. Progress Reports <b>30</b> DES/DECA 1st Trimester Progress Reports <b>30</b> Districtwide Collaborative Day – Min. Day	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<b>3</b> DES/DECA End of 2nd Trimester <b>16</b> Professional Development Day (Districtwide Non-Attendance Day) <b>17</b> Holiday – Lincoln's Birthday <b>20</b> Holiday – Washington's Birthday <b>24</b> Districtwide Collaborative Day – Min. Day														
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<b>13</b> Secondary Schools – End of 1st Qtr <b>18-21</b> DMS Parent Conferences DMS Min. Day <b>21</b> DHS Homecoming (subject to change) DHS Min. Day <b>28</b> Districtwide Collaborative Day – Min. Day <b>28</b> DES/DECA End of 1st Trimester <b>31</b> DES/DECA Parent Conferences – Min. Days	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<b>10</b> Secondary Schools – End of 3rd Qtr <b>16</b> DES/DECA 3rd Trimester Progress Reports <b>24</b> Districtwide Collaborative Day – Min. Day							
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<b>1-4</b> DES/DECA Parent Conferences – Min. Days <b>10</b> Secondary Schools 2nd Qtr. Progress Reports <b>11</b> Holiday – Veterans' Day <b>23</b> Districtwide Non-Attendance Day (Local Holiday) <b>24-27</b> Holiday – Thanksgiving Break	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<b>13</b> Secondary Schools 4th Qtr. Progress Reports <b>14</b> Board Holiday – Good Friday <b>15-23</b> Spring Break <b>26-27</b> DES/DECA Spring Conferences – Min. Day <b>TBD</b> 6th Grade Outdoor Ed. <b>TBD</b> Smarter Balance Testing <b>TBD</b> Smarter Balance Make-up Testing							
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<b>DES/DECA – K-5</b>  <b>Secondary Schools</b> Denair Middle School – 6-8 Denair High School – 9-12  <b>Denair Charter Academy – K-12</b>	△ Districtwide Minimum Day (3) ◇ Districtwide Collaborative/ Min. Day (5) □ Board Holiday (4) ○ Legal Holiday (8) ▽ Professional Development Day (3) (Districtwide Non - Attendance Day)	○ Minimum Days (see details above)  Total Minimum Day by Site DES/DECA K-5 – 16* Secondary 7-12 – 18 DCA – 8	*K-5 - Min. days every Friday (27)																																																																																																		

\* August 10 PD for 16-17 only