

PROFESSIONAL AGREEMENT

between the

DEL NORTE TEACHERS ASSOCIATION/CTA/NEA

with

THE DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT BOARD

and

THE DEL NORTE COUNTY BOARD OF EDUCATION

September 1, 2017 through August 31, 2020

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ARTICLE 1

PROFESSIONAL AGREEMENT

1.1 PARTIES TO THE PROFESSIONAL AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Professional Agreement") by and between the Governing Board of the Del Norte County Unified School District and the Del Norte County Board of Education and the Del Norte County Superintendent ("District") and the Del Norte Teachers Association/CTA/NEA ("Association"), an employee organization.

1.2 BARGAINING UNIT

The District recognizes the Association as the exclusive representative of all certificated employees of the District, excluding charter school teachers for that part of the service performed as a contract charter school teacher, management and substitute employees for the purpose of meeting and negotiating.

1.3 AUTHORITY OF THE PROFESSIONAL AGREEMENT

This Professional Agreement shall supersede any rules, regulations, or practices of the District, which are contrary to or inconsistent with this Professional Agreement. Any individual contract between the District and unit members shall be consistent with and subject to the terms and conditions of this Professional Agreement.

1.4 UNIT MEMBER DEFINITION

"Teacher" refers to any employee who is a unit member as defined in Section 1.2 of this Article.

1.5 SUPERINTENDENT DEFINITION

"Superintendent" is defined as "Superintendent or designee."

1.6 DAY DEFINITION

Unless otherwise defined in articles of the contract; a "day" means a calendar day, a 'work day' means a contract day for employees and a 'business day' means a day the District Office is open to the public per District calendar. A duty day is defined as the daily hours required by a unit member's contract. (See Article 10.)

1.7 PROOFREADING THE PROFESSIONAL AGREEMENT

The Association in conjunction with the District will be responsible to proofread the Professional Agreement and confirm its accuracy prior to ratification and to the District printing copies.

1.8 COPIES OF THE PROFESSIONAL AGREEMENT

Normally, within forty-five (45) business days of ratification of the Professional Agreement by both parties herein, the District shall post the Professional Agreement to the District's website for easy access to the unit members, and within fifty-five (55) business days 100 copies will be prepared and delivered to the Association for distribution to the unit members. Ratified contract revisions, Side letters, Memoranda of Understanding will be posted to the District's website within forty-five (45) business days.

1.9 TERM OF THE PROFESSIONAL AGREEMENT

This Professional Agreement shall be in force from September 1, 2017 through August 31, 2020.

ARTICLE 2

ASSOCIATION RIGHTS

2.1 REPRESENTATION

The Del Norte Teachers Association has the right under the Educational Employment Relations Act to represent unit members in their employment relations with the Del Norte County Office of Education/Del Norte County Unified School District.

2.2 ASSOCIATION BUSINESS

Association business may be conducted by unit members or Association officials on school property during scheduled lunch periods and before or after the duty day. Principals shall provide opportunity for Association announcements at faculty and staff meetings.

2.3 USE OF FACILITIES AND EQUIPMENT

The representatives of the Association shall have the right to make use of school equipment, buildings and facilities in the same manner as any other non-profit organization, providing such usage does not conflict with the educational process and prior arrangement is made.

2.4 USE OF BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

2.5 DISTRICT MAIL SERVICES

The Association may use the District mail service, electronic mail services and mailboxes for communications to unit members. These services shall not be used to lobby for or against any candidate or proposition.

2.6 BOARD AGENDA

The District shall place Association reports on the agenda of regular school board meetings. At the same time and in the same manner that the District informs Board members that the agenda (with the exception of closed session materials) has been posted on the District's website, the District will also inform the Association President.

2.7 DISTRICT SERVICES

District services utilized by the Association, i.e., printing, photocopying, etc., will be billed at a cost determined by the District, consistent with the same rate as charged to all other non-profit organizations.

2.8 UNIT MEMBERS FOR ASSOCIATION BUSINESS

The Association has the option to provide a unit member in order to replace an officer on a compensated leave of absence, either full or partial leave, to do Association business, with the following stipulations:

2.8.1 The Association will pay the actual cost to the District of the officer on the compensated leave.

2.8.2 Should the District not require the hiring of a replacement unit member, the Association's cost will be based on the percentage of leave time required for the officer, on the current salary schedule for the year involved.

2.8.3 Arrangements relative to expected leave time and reinstatement rights will be mutually agreed upon with the Association and Superintendent by March 1 of the year preceding the leave.

2.9 **RELEASE TIME FOR THE ASSOCIATION**

2.9.1 **Pool of Release Days**

Association representatives may use a pool of eighty (80) release days during the term of this Professional Agreement for local, state or national conferences, or for conducting other Association business. Under unusual circumstances, with approval of the Superintendent, this limit may be extended.

2.9.2 **Consecutive Days**

No single representative of the Association shall use more than three (3) consecutive release days.

2.9.3 **Notification by Association**

Up to fifteen (15) representatives of the Association per day shall be excused from school duties upon two (2) work days advance notification to the Superintendent by the Association President. The Association may request additional representatives be excused from school duties, subject to the approval of the Superintendent. In the event of an emergency, notification will be made as soon as possible.

2.9.4 **Costs of Substitutes**

The Association shall pay for the actual cost of the substitute's salary for the days that the representative is released, if a substitute is required.

2.10 **UNIT MEMBERS' INFORMATION**

Name, job title, work location, work, home and personal cellular telephone numbers, work and personal email addresses on file with the employer of all unit members shall be provided without cost to the Association at least every 120 days. Unit Members shall have the right to withhold this information, except for their names, job title, work location and work email address. In addition, the District will, upon written request, provide any other information to the Association deemed necessary to fulfill its role as exclusive representative.

2.11 **NEW HIRE ORIENTATION**

The District will provide at least ten (10) days advance notice of all new employee orientations unless there is an "urgent need critical to the employer's operations that was not reasonably foreseeable," and will permit DNTA access to such orientations. When new employees are hired after the summer orientation, the DNTA president will be provided an opportunity to conference with the new hire within thirty (30) days of employment.

2.12 **COMMITTEE ASSIGNMENTS**

2.12.1 The Association shall select unit members to the following committees as prescribed by the Education Code or other sections of this agreement:

- Credit Evaluation Committee
- Sabbatical Committee
- Peer Assistance & Review

2.12.2 The Association and District mutually agree to develop Educational Policy Trust Agreements designated to facilitate an efficient functioning of all District committees not referenced in 2.12.1.

2.13 LABOR/MANAGEMENT MEETINGS

The parties agree to calendar “meet and consult” meetings with labor management on a monthly basis. The Association and management can mutually agree to cancel meetings if there is no business to discuss.

2.12.1 If a unit member experiences unfair treatment by management, they should take their concern to the Association president to bring to labor management meetings.

ARTICLE 3

CLASS SIZE

3.1 CLASS SIZE MAXIMUMS GUIDELINES

The District shall pay Class Size Overage Bonus Payments to schools or individual unit members when any of the guidelines below are exceeded for school-wide average staffing ratios, individual classroom maximum enrollment, or individual departmental unit member student contacts:

Grade Range	Max. School-wide Class Size Average By Grade Range	Max. Classroom Enrollment	Maximum Number of Student Contact Dept. Classrooms
K-3	29:1	31	-
4-8 Self Contained	29:1	31	-
7-8 Departmental**	29:1	35*	175*
9-12	29:1	35*	175*
Sunset Continuation High School	25:1	35	175*
Community School	22:1	22	-
RSP/SDC Caseload		28	

*See Article 3.6.2 and 3.7.1 for exclusions.
** Departmental programs are those using period attendance for District enrollment purposes.

3.2 STAFF INCLUDED/EXCLUDED FROM MAXIMUM CALCULATIONS

3.2.1 Any classes (at the elementary or secondary level) included in a state or federal class size reduction incentive program will be excluded from the calculations of the school-wide class size average for that school and grade range as long as the program is receiving designated state and federal funding. Should the funding cease and/or the District withdraw from the program, those classes would be included in the applicable grade range calculation.

3.2.2 The class size staffing ratios, classroom maximums and student contact maximums include all certificated classroom teachers but exclude administrators, counselors, special education teachers, and support personnel who perform “pull out” program or “prep release” services.

3.3 CLASS SIZE OVERAGE BONUS PAYMENTS

3.3.1 Payments for class sizes above the school-wide class size average staffing ratios for each grade range (as defined below) shall be made to the School Allocation Pool for the express use and determination by the unit members at that school, in the grade range with the overage, for educational supplies, equipment, training and services.

3.3.2 Payments for classroom enrollments and/or number of student contacts above the maximum (as defined below) shall be made to the individual unit members with the overages. These payments shall be made on the casual payroll the first week in June.

3.4 ENROLLMENT REPORTS, CALCULATION & PAYMENT DATES

3.4.1 For informational purposes only, the District shall provide monthly a copy of the District Enrollment Report by grade and class for K-8 and by grade for secondary classes to the Association President and any Faculty Representatives at each school who request it. Such copies shall be available within one week of the ending of each school month whenever possible.

- 3.4.2 For the purposes of calculating the maximum class size staffing ratios, classroom enrollment and student contacts as it relates to making overage bonus payments, enrollment data from the last day of the 2nd school month, of the 4th school month (P1) and of the 7th school month (P2) shall be averaged and compared to the guidelines in Article 3.1. Class size overage reports will be sent electronically to the Association President within one week of the reporting date.
- 3.4.3 Overage payments shall be paid for each whole number increment by which the guidelines are exceeded. Payments to unit members will be made on the casual payroll, the 1st week in June.

3.5 MAXIMUM SCHOOL-WIDE CLASS SIZE STAFFING RATIOS

- 3.5.1 The maximum school-wide class size average shall be computed per grade range by dividing the school's regular enrollment (excluding special education) by the number of assigned unit members at that grade range. Combination class enrollment and unit members shall be included in the calculation for the lowest grade in the class, except as further defined in Section 3.5.3 below.
- 3.5.2 For each 1.0 the school-wide annual average is above the maximum guideline in Section 3.1 for that grade range, the District will allocate an annual sum of \$150 times the total number of unit members included in the calculation at that grade range.
- 3.5.3 Combination or secondary classes which include a grade level eligible for class size reduction program incentives, but which the District has chosen not to include in the program, shall be subject to the maximums designated in Section 3.1 for the lowest grade level in the class.
- 3.5.4 For the high school or K-8 departmental calculation, tutorial class enrollment and unit members are excluded, as are prep period classes, special education and opportunity classes.

3.6 MAXIMUM CLASSROOM ENROLLMENT

- 3.6.1 For each student the classroom enrollment is over the maximum guideline in Section 3.1 for the applicable grade range and class type, the District will pay annually to the unit member \$300 for self-contained classrooms and \$60/student/period for departmental classrooms.
- 3.6.2 Music and physical education classes, whether regular class or prep period release classes, shall not be eligible for the maximum classroom enrollment overage payment or class size cap.
- 3.6.3 Whether in self-contained or departmental classes, students being mainstreamed shall only be counted for maximum classroom enrollment purposes in the one classroom for that day or period on which attendance/enrollment class list they appear and are counted for state attendance purposes.

3.7 MAXIMUM NUMBER OF STUDENT CONTACTS

- 3.7.1 The numbers of student contacts for unit members in a grade 7-12 departmentalized program is defined as the total number of students enrolled on the calculation day in classes taught by that unit member, excluding tutorial periods, study hall, music or physical education classes, or other prep period release classes.
 - 3.7.1.1 The Academic Seminar Class at Del Norte High School shall not be considered a tutorial as stated in Article 3.7.1, but instead shall be considered a shortened class period for which students will count as a 0.4 multiplier for the purposes of calculating the maximum number of student contacts.
- 3.7.2 When the teacher's number of student contacts or case loads exceeds the maximum guideline in Section 3.1, the District will annually pay to the unit member \$200 per 1.0 student in excess of the maximum.

3.8 **BALANCING OF CLASSES**

When organizing classes, the Principal is urged to use all data available to attempt to provide classes which are balanced with reference to total size and special needs of students. Any safety or other concerns by DNTA or the District on class loading shall be referred to the Leadership Team consult meetings.

3.9 **SPECIAL EDUCATION CLASS LOADING**

3.9.1 Regular education unit members of fully included severe students who are identified by the Director of Special Education (hereafter referred to as “Director”) as requiring a substantial amount of extra time outside the duty day for IEP specified meetings with the regular education unit member, the special education unit member, and support staff will be eligible for the following:

3.9.1.1 They shall be provided compensation based on the contract hourly rate for the hours approved by the Director, up to a maximum of \$1,000/year.

3.9.1.2 They shall receive credit for up to 8 hours of adjunct duty.

3.9.1.3 Accommodations may be made on a site by site basis in releasing unit members from bus, yard, and recess duties by their site administrator.

3.9.1.4 There will be a reduction in the classroom maximum of two students for each full inclusion student identified pursuant to this section.

3.9.2 Eligible students will be identified by the SELPA’s severely handicapped criteria or by the Director of Special Education as meeting the criteria set forth below:

3.9.2.1 Regular unit members will receive payment for regularly scheduled recurring meetings before/after the duty day, and during the unit member’s preparation period as long as the need for the meeting(s) is identified in the student’s IEP.

3.9.2.2 If there is disagreement regarding the application of the criteria (above) that cannot be resolved, the affected unit member(s) may appeal the determination to the Superintendent. The Superintendent will consider the appeal and render a decision to uphold or modify the determination. The decision of the Superintendent is final.

3.9.3 By October 15th of each fiscal year, The District will notify the DNTA President of the unit members identified for that fiscal year pursuant to 3.9.1. If DNTA disagrees with the regular education unit members identified in 3.9.1, the Association may appeal to the District Superintendent whose decision is final. The District will notify DNTA of any additional unit members identified later during the school year on a quarterly basis.

3.9.4 With respect to the class size maximums listed in 3.1, special education and opportunity (Accelerated Learning Classes - ALC) students who are not enrolled in a unit member’s class, but have been mainstreamed into their class for at least 45 minutes per day shall count as .5 of a student for the class size calculations included in sections 3.6, 3.7 and 3.10.

3.10 CLASS SIZE CAP – TEACHER ADDITIONS

3.10.1 Other than those instances included below, no class size shall exceed the maximum classroom enrollment of:

- 30:1 K-3
- 32:1 SDC/RSP Caseload
- 38:1 4-8 (self-contained)
- 39:1 7-8 (departmentalized)
- 40:1 9-12

3.10.2 The averaging guidelines to be used are the same as found in Article 3.6. If at P-1 (through December 31st) the numbers exceed these enrollment limits, the district must adjust classroom enrollments or add a unit member by the start of the second semester.

3.10.3 For Grades K-8, in instances where unit members choose to take higher enrollment (for example, in lieu of combination classes), class size caps will be waived if mutually agreed upon by the unit member and administration in consultation with DNTA.

3.10.4 For Grades 9-12, in instances where unit members choose to take higher enrollment in specialized classes (e.g., advanced placement courses) and electives, cap sizes will be waived if mutually agreed upon by the unit member and administration in consultation with DNTA.

ARTICLE 4

CONCERTED ACTIVITIES

During the term of this professional Agreement, the Association agrees that there will be no strike, work stoppage, slow down, or other interference; and the District agrees that a lock out will not be imposed. Both sides agree to work together to support this Article.

If, after the exhaustion of all aspects of negotiations including the completion of all statutory impasse procedures, the District actually imposes its last, best, and final offer upon unit members, DNTA may proceed with lawful work stoppages (strikes) as long as they do not endanger the health and safety of students, or threaten to disrupt the educational process. The District shall receive a 3 business days' notice prior to any work stoppage to enable sufficient notice to parents and to obtain substitute personnel.

ARTICLE 5

DISCIPLINE OF UNIT MEMBERS

5.1 PROGRESSIVE DISCIPLINE

Notwithstanding any other provision(s) of this Professional Agreement a unit member may be reprimanded or disciplined with just cause and according to the principles of progressive discipline.

5.1.1 The progressive discipline process consists of a series of disciplinary steps, each step calling for more serious disciplinary action. The District will make an affirmative effort to conference with the unit member prior to a written document being communicated. The process generally includes the following sequence:

- Oral Warning/Conference
- Written Warning
- Letter of Reprimand
- Suspension With/Without Pay
- Dismissal

5.1.2 The basic goal of progressive discipline is to correct unsatisfactory unit member performance. Throughout the process, the intention will be for the Association and the District to provide assistance, suggestions, and guidance to the unit member.

5.1.3 Progressive discipline steps may be SKIPPED based on the severity of the unit member's conduct, subject to any limitations in labor contract provisions or school board policies.

5.1.4 Progressive discipline steps may be REPEATED where the cause for disciplinary action requires persistent violation of a rule, or where the administrator wants to establish a pattern of deficient performance.

5.2 APPEAL OF WRITTEN WARNINGS OR LETTERS OF REPRIMAND

5.2.1 Within the discipline process the unit member may appeal the disciplinary action procedure to the administrator who initiated said discipline and may request Association assistance.

5.2.2 If the discipline is put in writing, to be placed in the unit member's official personnel file, the unit member has ten (10) business days to file a written appeal to the Superintendent. Unit members have a right to respond per Article 17.6.

5.2.3 If an appeal is filed, then the following procedure and time schedule shall be followed:

5.2.3.1 Within five (5) business days of receiving the written appeal, the Superintendent will meet with the unit member and an Association representative if so requested by the unit member.

5.2.3.2 Within five (5) business days after meeting with the unit member, the Superintendent will provide the unit member and the Association with a written response to the appeal.

5.3 SUSPENSION OF UNIT MEMBERS

Notwithstanding any other provision(s) of this Professional Agreement, a unit member may be suspended, or reduced in rank or privilege with just cause according to principles of progressive discipline.

5.3.1 Conference

Prior to any such suspension being imposed or any notice of intent to suspend being communicated, the Superintendent will discuss the proposed action and the reasons for the action with the unit member, and take into account any responses of the unit member. The unit member has the option of having an Association representative at this meeting. The District shall provide the unit member and Association representative, if requested, with release time for this meeting.

5.3.2 Number of Days

Following a conference with the unit member, the Superintendent may initiate suspension for cause. Suspension may be with or without pay for up to fifteen (15) work days.

5.3.3 Copies

A copy of any notice of suspension shall be sent to the Association and to the unit member.

5.3.4 Appeal of Suspension

5.3.4.1 Within five (5) business days after the suspension has been imposed, the unit member may file a written appeal with the Superintendent.

5.3.4.2 If an appeal is filed, then the following procedure and time schedule shall be followed:

5.3.4.2.1 Within five (5) business days of receiving the appeal, the Association and Superintendent will meet to select a neutral agreed upon person whose decision will be binding. If the Association and Superintendent cannot agree upon a person, the California Mediation and Conciliation Service will be notified to submit a list of five (5) arbitrators who are available for immediate service.

5.3.4.2.2 Within five (5) business days after receiving the California Mediation and Conciliation Service's list of arbitrators, the Association and Superintendent shall meet to select an arbitrator. The method of selection will be as follows:

5.3.4.2.2.1 Each party shall alternately strike a name from this list until only one name remains. This remaining person shall be the arbitrator.

5.3.4.2.2.2 The order of striking of names shall be determined by lot.

5.3.4.2.2.3 The California Mediation and Conciliation Service will be immediately notified of the arbitrator selected.

5.3.4.2.3 The time and place of this hearing will be mutually agreed upon by the Association, the District and the arbitrator.

5.3.4.3 Costs

The Association and the District shall each pay half the arbitrator's fees and expenses.

5.4 CONFIDENTIALITY

All parties will make an affirmative effort to keep all discipline proceedings confidential to the extent permitted by law.

ARTICLE 6

RETIREMENT PROGRAMS

6.1 PROGRAMS

The District will provide the following early retirement programs for unit members:

6.1.1 Del Norte Early Retirement Program

6.1.2 Retiree Medical Benefit Program

6.2 DETERMINATION

Unit members may not choose more than one of the retirement programs listed in Articles 6.3, 6.4, and 6.6.

6.3 DEL NORTE EARLY RETIREMENT PROGRAM

6.3.1 Determination

Eligible unit members may voluntarily enter into early retirement. The District will confirm the unit member's eligibility. If the unit member and the District are not able to come to mutual agreement, Benefits Plan C is the default.

6.3.2 Eligibility

Unit members' requirements for this early retirement program are:

6.3.2.1 The unit member must have completed a minimum of ten (10) years of continuous certificated employment service in the District.

6.3.2.2 A minimum age of fifty (50) and a maximum age of fifty-nine (59). Those reaching the age sixty (60) after August 31 would qualify for benefits for the following year as long as their retirement was effective prior to that June 30th.

6.3.2.3 The unit member must resign in writing from the District. The unit member must submit to the District by March 1st written resignation effective by June 30 of the fiscal year retirement is declared.

6.3.3 Benefits

The early retirement program specifications are:

6.3.3.1 The contract for early retirement will be for a maximum of five (5) consecutive years. The unit member has the option to select one (1) of the following three (3) options:

6.3.3.2 Plan A: The District will provide the same medical coverage, as chosen by retiree, as given to full time unit members for a maximum of five (5) years or until the age of sixty (60) as of June 30.

6.3.3.2.1 For the special services to be performed under Option A, the unit member will work the equivalent of twenty-two (22) days per year at the District's option. The special services to be performed by the unit member will be worked out with the Superintendent and be mutually agreed upon.

6.3.3.2.2 At the termination of the early retirement contract Plan A, the unit member has the option to continue in the District fringe benefit program at the unit member's own expense.

6.3.3.3 Plan B: An annual stipend of \$9,000 for a maximum of five (5) years or until the age of sixty (60) as of June 30, without medical coverage.

6.3.3.3.1 For the special services to be performed under Option B, the unit member will work the equivalent of twenty-two (22) days per year at the District's option. The special services to be performed by the unit member will be worked out with the Superintendent and be mutually agreed upon.

6.3.3.4 Plan C: A maximum sum payment of \$35,000 for the five (5) years of early retirement. Those qualifying for less than five (5) years before reaching the age of sixty (60) as of June 30, would be paid at the rate of \$7,000 per year. Stipulations for payment of this sum are:

6.3.3.4.1 The unit member would not be required to work the twenty-two (22) days per year of special services.

6.3.3.4.2 The District would not provide medical coverage.

6.3.3.4.3 The schedule of payments would be mutually agreed upon.

6.3.3.5 The District will maintain Life Insurance coverage for the period of this early retirement contract at the same level as provided active employees.

6.4 RETIREE MEDICAL BENEFIT PROGRAM

6.4.1 Eligibility

Unit member requirements for this retiree medical benefit program are:

6.4.1.1 The unit member must have completed a minimum of ten (10) years of continuous employment with the District.

6.4.1.2 A minimum age of fifty-eight (58) and a maximum age of sixty-three (63). Those reaching age sixty-three (63) after July 1 would qualify for the following year.

6.4.1.3 The unit member must resign from the District. The unit member must submit to the District by March 1st a written resignation effective by June 30 of the fiscal year retirement is declared.

6.4.2 Benefits

Based on the years of District service and the age of the unit member at retirement, unit members will be eligible to receive a number of years of District paid ~~medical~~ benefits, as chosen by retiree, according to the following table:

Age	Years of District Service			
	10	20	25	30
58	2	3	5	7
59	2	2	4	6
60	1	1	3	5
61	1	1	2	4
62	1	1	1	3
63	1	1	1	2

6.4.2.1 Benefit Options - member must choose one of the following options to receive for the duration of the eligible benefit.

1. The most comprehensive composite medical plan. Retirees and spouse are required to enroll in Medicare Part A upon their respective 65th birthday(s) or upon becoming Medicare eligible, whichever comes first.

2. An annual cash payment equivalent to 80% of the current cost of the most comprehensive composite medical plan.

3. The retiree may choose a lower cost plan offered by the district and receive an annual cash payment equivalent to the difference of 80% of the current cost of the most comprehensive composite medical plan and the cost of the selected medical plan. If the plan chosen costs more than the 80%, the retiree is responsible to pay the difference to the district.

6.4.2.2 If the retired unit member dies during the period of benefit coverage, the surviving family members who had been covered at the time of death shall continue to receive medical benefits for the remaining period of coverage.

6.5 **OTHER PROVISIONS**

6.5.1 The medical benefits, as chosen by retiree, to be provided by the District in Article 6.3 and 6.4 above will be the medical and prescription benefits as provided active employees pursuant to Article 9.1.1.

6.6 **SUPPLEMENTAL EARLY RETIREMENT PROGRAM (SERP)**

The Association agrees to allow the District to offer one-time SERP programs at the District's expense and at the District's sole discretion, without the necessity to negotiate the offering or its benefit levels. The District is under no obligation to provide a SERP program in any of the years. The District will notify the Association President if a SERP is offered.

ARTICLE 7

EVALUATION PROCEDURES

7.1 EVALUATION PROCESS

The primary purpose of any employee evaluation is to improve the educational process of the District and to develop the highest professional competence on the part of each employee.

7.2 SATISFACTORY PERFORMANCE

Satisfactory performance for classroom teachers will be defined as successful completion of the stated goals, objectives, and the evaluation process outlined by the District. The District, in consultation with the Association, shall annually establish the process and documents used for the Stull Evaluation. The evaluation process and documents will focus on the standards set forth in Education Code 44662(b) and further delineated by the California Commission on Teacher Credentialing and the State Board of Education to include the following:

- Creating and maintaining an effective environment for student learning.
- Understanding and organizing subject matter knowledge for student learning.
- Planning instruction and designing learning experiences for all students.
- Engaging and supporting all students in learning.
- Assessing student learning.
- Developing as a professional educator.

7.2.1 Upon establishment of District-wide benchmark assessments, District assessments and standardized achievement test results can be considered in the evaluation process but shall not serve as the sole basis for an evaluation. Establishment of District-wide benchmark assessments will include grade level/subject matter teacher input.

7.3 FREQUENCY OF EVALUATIONS

7.3.1 All probationary unit members will be evaluated in writing at least once each year.

7.3.2 All temporary unit members who work an entire year will be evaluated in writing at least once that school year.

7.3.3 All permanent unit member, except those excluded in 7.3.4. will be evaluated in writing at least once every two (2) years.

7.3.4 A certificated employee and his/her evaluator may mutually agree that the employee will be evaluated only once every five years if:

- The certificated employee has permanent status.
- Meets the Federal definition of highly qualified.
- Has been employed by the school district for at least ten (10) years (which includes paid leaves, but not unpaid leaves).
- Previous evaluations show that the employee meets or exceeds the standards.
- If either party wants to change the agreement, either may withdraw consent at any time.

7.3.5 On the first workday of November, the District shall provide a list of unit members and their evaluators at each site to be evaluated that year to the Association President.

7.4 EVALUATION TIMELINE

Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures and shall meet with their evaluator by November 15th to discuss objectives and standards to be achieved.

7.5 CHANGE OF OBJECTIVES AND STANDARDS

During the course of the evaluation period circumstances could change which may require modification of the original goals, objectives, or standards. Such changes in the goals, objectives, or standards must be mutually agreed upon by the teacher and evaluator in writing.

7.6 EXCLUSIONS

The evaluation of teachers, pursuant to this Article, shall not be based upon:

7.6.1 Achievement of objectives stated in Individual Educational Plans (IEP's).

7.6.2 Publishers' norms established by standardized tests will not be a part of the teacher's evaluation.

7.7 FORMAL STULL EVALUATION PROCESS

The formal Stull Evaluation process may include employment-related memoranda, conferences and informal observations; it must include at least the following activities:

7.7.1 Formal Observations

7.7.1.1 At least one (1) formal observation and conference shall be conducted for all teachers in a year they are to be evaluated. All probationary and temporary teachers shall have at least one (1) formal observation and conference conducted prior to the end of the first semester or within seventy five (75) work days of their hire, whichever comes later.

7.7.1.2 Formal classroom observations shall last a minimum of twenty (20) minutes.

7.7.1.3 The teacher has the option of being notified by the evaluator twenty-four (24) hours in advance of 50% of the formal classroom observations.

7.7.1.4 There will be a post observation conference held during the teacher's workday within five (5) workdays of the classroom observation; unless an alternative time and date are mutually agreed upon.

7.7.1.5 A post observation conference will include a written and signed report of the evaluator's comments and recommendations, a copy of which will be given to the teacher. Nothing prevents the evaluator from meeting with teacher prior to the post observation conference to discuss the observation.

7.7.1.6 If a recommendation for improvement or a plan for improvement is not written into or referenced on the final observation document by the time of the post observation conference, then an unsatisfactory Stull evaluation cannot be given based solely on the formal observation.

7.7.1.7 Formal Classroom Observations are not required for non-classroom based certificated employees such as Counselors, Psychologists, Speech Therapists, Nurses, Special Education and Independent Study Teachers, Teachers on Special Assignment, and other service personnel. These non-classroom based employees will be subject to observations with performance objectives and evaluation documents comparable to classroom teachers, and which documents are specifically targeted to their particular classification.

7.7.2 **Stull Evaluation**

7.7.2.1 The annual Stull Evaluation document shall be transmitted to the teacher not later than thirty (30) calendar days before the last scheduled student attendance day of the school year.

7.7.2.2 A final evaluation conference between the teacher and evaluator shall be held at least two (2) weeks prior to the end of the school year to discuss the contents of the final evaluation form.

7.7.2.3 At the annual Stull Evaluation conference the teacher may have a representative of the Association present.

7.8 **UNSATISFACTORY OR RETAIN WITH IMPROVEMENT EVALUATION**

7.8.1 In the event of an unsatisfactory or retain with improvement Stull Evaluation, the evaluator shall take positive action to assist the teacher in correcting any cited deficiencies by initiating a collaboratively developed Plan of Improvement. It is the teacher's responsibility to utilize the assistance given. The evaluator's role to assist the teacher may include, but not be limited to, the following:

7.8.1.1 Specific written recommendations for improvement.

7.8.1.2 Direct assistance to implement such recommendations.

7.8.1.3 Provision of additional resources to be utilized to assist with improvement.

7.8.1.4 Techniques to measure improvement.

7.8.1.5 A reasonable time schedule will be established to monitor progress.

7.8.1.6 District paid inservice training in and out-of-county workshops.

7.8.1.7 Teacher release time to observe other classrooms in and out of county.

7.8.2 A teacher who receives an unsatisfactory Stull Evaluation shall, upon written request, be entitled to additional classroom observation(s), observation conference(s), and written observation document(s). Such entitlement may include pre- and post-observation conference(s) as per documented in the Plan of Improvement.

7.9 **PLACEMENT IN PERSONNEL FILE**

7.9.1 Written formal Stull Evaluations shall be signed by the evaluator and teacher and placed in the teacher's official personnel file with a copy given to the teacher.

7.9.2 If the teacher wishes to make a written statement concerning the written evaluation, it shall become part of the teacher's official personnel file.

7.9.3 The signature of the teacher being evaluated does not indicate agreement with the evaluation, only that the teacher has been presented with a copy and that a conference was held.

7.10 ADMINISTRATIVE EVALUATORS

Only those persons serving in an administrative position with an administrative credential shall evaluate unit members. When unit members are assigned to multiple school sites, the teachers and Association President shall be notified of the primary evaluator and any secondary supervisor(s) by November 1. The final written evaluation will be based upon the observations by the primary evaluator, who will take into account input from the secondary supervisor(s), who may also have performed observations.

ARTICLE 8

GRIEVANCE PROCEDURES

8.1 DEFINITIONS

- 8.1.1 A "grievance" is a claim by the Association or by one or more unit members that there has been a violation, misapplication, or misinterpretation of a provision(s) of this Professional Agreement.
- 8.1.2 A "grievant" is the unit member or unit members, including the Association or representative thereof, making the claim.
- 8.1.3 A "day," for this article, is a business day.
- 8.1.4 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 claim.
- 8.1.5 Time limits provided at each level shall begin the day following the receipt of the grievance, appeal, or decision.

8.2 PURPOSE

- 8.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- 8.2.2 The parties agree that confidentiality at any level should be maintained.
- 8.2.3 The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of problems outside the structure of the grievance procedure.
- 8.2.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. By mutual agreement the time limits may be modified.

8.3 GENERAL PROVISIONS

8.3.1 Association Rights

If the unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages during Level III of the grievance procedure.

8.3.2 Consolidate Similar Issues

For purposes of efficiency the District and the Association may mutually agree to consolidate grievances involving similar issues.

8.3.3 Default Award

Failure to respond within the time limits by either party of interest awards the grievance to the opposite party of interest.

8.3.4 **Filing Grievance**

The written grievance shall contain the following information:

- 8.3.4.1 A concise description of the grievance including necessary names, dates and places.
- 8.3.4.2 A listing of the provision(s) of this Professional Agreement, which are alleged to have been violated, misapplied, or misinterpreted.
- 8.3.4.3 A listing of specific remedy sought.
- 8.3.4.4 A statement of the principal's/supervisor's decision needs to be included at Levels II and III.
- 8.3.4.5 If the grievance is with the Superintendent, the grievance will start at level II, following all other provisions of Article 8.
- 8.3.4.6 All Level II grievances must be filed as described in Section 8.4.3 of this Article.
- 8.3.4.7 All Level III grievances must be filed by the Association.

8.3.5 **Informal Grievance**

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that:

- 8.3.5.1 The adjustment is not inconsistent with the terms of this Professional Agreement.
- 8.3.5.2 The Association has been given an opportunity to be present at such adjustment and to state its views.

8.3.6 **Jurisdiction**

If, in the opinion of the supervisor, resolution of the grievance is not within the jurisdiction of the supervisor, the supervisor shall give this opinion in writing to the grievant. The grievant may refer the grievance with the supervisor's written opinion to the Association for a Level II appeal, as described in Section 8.4.3 of this Article, within five (5) days of receiving the supervisor's response.

8.3.7 **Personnel File**

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

8.3.8 **Release Time: Unit Member**

The District will provide release time, with pay and no deductions, for any unit member involved in the processing of a grievance at Level III.

8.3.9 **Representation: Individual**

Unit member may be represented at all stages of the grievance procedure up to Level III, by themselves or at their option, by a representative selected by the Association.

8.3.10 **Representation: Unit Member Group**

If a grievance affects a group or class of unit member, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level II.

8.3.11 **Reprisals**

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

8.3.12 **Resolution**

8.3.12.1 There will not be any resolution of the grievance at any level until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The Association's response shall be filed within five (5) days.

8.3.12.2 When a resolution has been reached, that resolution shall be reduced to writing and signed off by both parties.

8.3.13 **Time Limits: Extension**

The time limits may be extended by mutual agreement of the Association and the District.

8.3.14 **Time Limits: Reduction**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to the grievant, Association or the District, the time limits set forth herein will be reduced by mutual agreement of the Association and the District so that the procedure may be exhausted prior to the end of the school year, or as soon as practicable.

8.3.15 **Time Limits: Immediate Arbitration**

If the Association and the Superintendent agree in writing, the grievance may be brought directly to arbitration.

8.3.16 **Withdrawal**

A grievance may be withdrawn at any level without establishing a precedent. Once a grievance has been withdrawn, in writing and signed by both parties, the same grievance may not be refilled by the same grievant.

8.4 **PROCEDURES**

8.4.1 **Informal**

A grievant will first discuss the grievance with the appropriate principal or supervisor with the objective of resolving the matter informally. The grievant may have a representative selected by the Association present at this informal meeting. If the grievance is not resolved, the grievant may seek the advice of the Association representative for further processing or withdrawing of the grievance.

8.4.2 Level I: School Principal/Supervisor

- 8.4.2.1 Within twenty-five (25) days of the act or occurrence giving rise to the grievance, or within twenty-five (25) days of being made aware of an error in the records concerning the unit member which are kept by the District, the grievance shall be presented to the supervisor in writing and shall include:
 - 8.4.2.1.1 A statement of the grievance.
 - 8.4.2.1.2 The section(s) of the Professional Agreement being grieved.
 - 8.4.2.1.3 The remedy sought.
 - 8.4.2.1.4 The District or designee will provide the Association with a copy of the grievance as soon as possible upon receiving it from the grievant.
- 8.4.2.2 The supervisor shall meet with the grievant and the Association representative, if an Association representative is requested by the grievant, within five (5) days of receiving the written grievance.
- 8.4.2.3 The District or designee will provide the Association and the grievant with a copy of the decision within five (5) days of their meeting. The decision shall be in writing and shall include reasons and rationale.

8.4.3 Level II: Superintendent

- 8.4.3.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may:
 - 8.4.3.1.1 Within five (5) days after receiving the Level I decision meet with the Association to select one of the following options:
 - 8.4.3.1.1.1 The Association will represent the grievant and be responsible to file and process the grievance at Level II.
 - 8.4.3.1.1.2 The grievant and Association will co-author the filing and processing of the grievance at Level II.
 - 8.4.3.1.1.3 The grievant may appeal the decision to the Superintendent.
 - 8.4.3.1.1.4 The grievant will decline, in writing, to continue the grievance at Level II.
 - 8.4.3.1.2 Within five (5) days of the meeting between the grievant and the Association, the Level I decision may be appealed to the Superintendent.
 - 8.4.3.1.3 Within five (5) days of receiving the appeal, the Superintendent will meet with the Association or the Association and the grievant.
 - 8.4.3.1.4 The Superintendent will provide the Association and the grievant with a copy of the decision within five (5) days of their meeting. The decision shall be in writing and shall include reasons and rationale.

8.4.4 **Level III: Appeal to Arbitration**

- 8.4.4.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal to the Association within five (5) days after receiving the Level II decision. The Association shall meet with the grievant within five (5) days after receiving the grievant's appeal. Within five (5) days of meeting with the grievant, the Association shall notify, in writing, the grievant and the Superintendent of the Association's decision to continue or not to continue the grievance at this level.
- 8.4.4.2 Within five (5) days after receiving the Association's decision to continue the grievance, the Superintendent and Association will request the California Mediation and Conciliation Service to submit a list of five (5) arbitrators who are available for immediate service.
- 8.4.4.3 Within five (5) days after receiving the California Mediation and Conciliation Service's list of arbitrators, the Association and the District shall meet to select an arbitrator. The method of selection will be as follows:
 - 8.4.4.3.1 Each party shall alternately strike a name from this list until only one name remains. This remaining person shall be the arbitrator.
 - 8.4.4.3.2 The order of the striking of names shall be determined by lot.
 - 8.4.4.3.3 The California Mediation and Conciliation Service will be immediately notified of the arbitrator selected.
- 8.4.4.4 The time and place for this hearing will be mutually agreed upon by the Association, the District and the Arbitrator.
- 8.4.4.5 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator after the selection and after having had an opportunity to hear the merits of the grievance.
- 8.4.4.6 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which modifies, amends, or violates the terms of this Professional Agreement.
- 8.4.4.7 The arbitrator shall submit the decision in writing to the Association and the District as soon as possible. The decision shall be final and binding upon the parties to this Professional Agreement and shall be implemented upon receipt.
- 8.4.4.8 All costs for the services of the arbitrator, including but not limited to, per diem, travel, and subsistence will be borne equally by the District and the Association.
 - 8.4.4.8.1 The cost of the hearing room and transcript, if either is required by the arbitrator, shall be borne equally by the Association and the District.
 - 8.4.4.8.2 All other costs will be borne by the parties incurring them.

8.5 **FORMS**

The District will provide all necessary copies of forms for the grievance process that are mutually developed by the District and the Association.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.1 HEALTH AND LIFE INSURANCE COVERAGES

The District will provide the following insurance coverages for unit employees and their eligible dependents. See Appendix C for a summary of the plans that are outlined below.

- 9.1.1 Medical - Individual plan choice through North Coast School Insurance Group. Description can be found on school district website.
- 9.1.2 Dental – Dental Insurance through North Coast Schools Insurance Group. Plan will be mutually agreed upon with DNTA and District. Description can be found on school district website.
- 9.1.3 Vision –Vision Insurance through North Coast Schools Insurance Group. Plan will be mutually agreed upon with DNTA and District. Description can be found on school district website.
- 9.1.4 District will provide emergency air ambulance service for employees and dependents either in the health insurance coverage or separately.
- 9.1.5 Life Insurance - Basic Group Term Life (at \$45,000) ADD or its mutually acceptable equivalent – for certificated employee only. Details are in the plan document.

9.2 INCOME PROTECTION INSURANCE COVERAGE

The District will provide the following insurance coverage for unit members only at District cost.

Income Protection - Long Term Disability - (or its mutually acceptable equivalent) - for certificated employees only. Details are in the plan document.

9.3 EMPLOYEE AND DISTRICT CONTRIBUTIONS

- 9.3.1 The District's total contribution to the employees' Health and Welfare Benefit (including medical, prescription drug, vision, dental and life insurances) will be capped at \$10700 per FTE per year unless otherwise negotiated. Unless otherwise negotiated, the employees' IRC 125 deduction will annually increase or decrease based on the amount of the monthly premium rate.
- 9.3.2 Participation in the District medical program is mandatory for all employees who are contracted for 82% or more of full time, (or more than 5.74 hours/day). If enrollment paperwork is not completed within fifteen (15) days of their first day of eligible employment, the employee will be enrolled in the composite plan with premiums closest to the District's health and welfare contribution, and the appropriate prorated payroll deduction shall begin with the first payroll cycle.
- 9.3.3 The net difference between the employer cost and the Insurance Plan (if less than district contribution as defined in 9.3.1) will be available for the employee to either receive cash or other benefits through the IRC Employment Benefit Program as administered by district selected third party vendor. Any additional employer costs incurred due to cash payments will be incurred by the employee. In the event that an employee changes insurance plans during the plan year, the employee contribution will be recalculated pro rata and deductions or payments commensurate with the new plan cost will take effect.

9.4 PART-TIME EMPLOYMENT

Unit members signing a part-time contract (which is defined for the purposes of this article as those contracted for less than 7 hours per day) shall be entitled to the insurance coverage listed in Item 9.1 and 9.2 above in direct proportion to their percentage of full-time employment.

Insurance benefits are voluntary for those unit members who work an average of less than 82% of full time (or 5.74 hours/day). To receive any of the insurance coverage available to full-time unit members, part-time unit members shall sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants in the amount necessary to pay the difference between the District's contribution and the total monthly premium. If enrollment paperwork is not completed within five (5) days of signing a contract, the employee will not be enrolled.

Insurance benefits are mandatory for those unit members who work an average of 82% or more of full time, (or more than 5.74 hours/day). If enrollment paperwork is not completed within fifteen (15) days of their first day of eligible employment, the employee will be enrolled in the composite plan with premiums closest to the District's health and welfare contribution, and the appropriate prorated payroll deduction shall begin with the first payroll cycle.

9.5 DATE OF ELIGIBILITY

Unit member will be eligible for these benefits on the first day of the month following their date of employment.

9.6 UNPAID LEAVE

Unit employees on approved unpaid leave may continue medical coverage at their own expense with payments described in 9.3.

9.7 RETIRING MEMBERS (MEDICARE AND 55 OR OLDER)

9.7.1 Retiring unit members who have ten (10) consecutive, continuous years of employment in the District and are age 55 or older are eligible to continue (without any lapse in coverage) District health coverage (as listed in Article 9.1) at their own expense. Quarterly advance premium remittance to the District Business Office is required.

9.7.2 Retired employees who qualify for Medicare A & B coverage shall have the option to continue with District medical coverage coordinated with Medicare coverage at a reduced premium.

9.8 RETIRED COUPLE (DIVORCE/DEATH)

Should the subscriber of a retired couple whom both taught, die or become divorced, the survivor/former spouse may then enroll in the District's medical coverage or the combined Medicare/District Medical Coverage.

9.9 TERMINATION

Unless otherwise provided within the specific terms of this written Professional Agreement, the District's responsibility for any insurance plan coverage ends with the termination of an employee. Coverage shall be paid by the District for July and August for any employees who served the full year, whose termination is effective at the end of the school year.

9.10 ADMINISTRATOR OF MEDICAL BENEFITS

The Association agrees to allow the District to change the provider or administrator for the employee medical benefits program upon consultation with the Association.

ARTICLE 10

HOURS AND DAYS OF EMPLOYMENT

10.1 SCHOOL YEAR

- 10.1.1 The school year shall consist of one hundred eighty (180) student instructional days.
- 10.1.2 In addition to the one hundred eighty (180) student instructional days, unit members will work three (3) additional days.
- 10.1.3 In addition to the one hundred and eighty-three (183) days referenced above, unit members will work three (3) additional days for staff development.

10.2 SCHOOL CALENDAR

The district will consult with the Association prior to the development of the school calendar so that unit member input can be utilized.

10.3 UNIT MEMBER DUTY DAY

It is recognized that unit members work beyond their duty day in planning, preparation and evaluation involved with teaching and/or certificated services. The length of the unit member duty day shall be seven and one-half (7-1/2) hours, including lunch and breaks. Normally, unit members will not be logged concerning the fulfilling of the 7-1/2 hour duty day requirement. Unit members will confer with their principal or supervisor regarding any modifications of the 7-1/2 hour duty day requirement, including the non-student-contact portion thereof.

10.4 WORKDAYS

The length of the unit member year shall not exceed 186 days except with the agreement of the Association and except for the following positions, which shall work as indicated:

Counselor	191
Psychologist	191
Behavior Analyst	191
Department Head	189
Nurse	189
Program Specialist	189
Special Education Teacher/Staff	187

(Includes SDC, RST, Infant, Speech Therapists, and Preschool Special Education Teachers)

10.5 ADJUNCT DUTIES

- 10.5.1 An adjunct duty is defined as an activity performed outside the unit member work day or an activity performed during lunch or prep periods.
 - 10.5.1.1 The required number of adjunct duty hours per year per unit member is twelve (12) hours (Prorated for part-time employees).

10.5.1.2 Adjunct Duties to be mutually agreed upon in writing and in advance by the site administrator/supervisor and unit members are:

District/School Committees (other than those listed in Article 10.5.1.2)
Student Study Teams (when subject is not unit member's student)
Parent Night(s) (Optional unit member participation)
School-Approved Non-Compensated Extra-Duty Student Activities
WASC Accreditation (Western Association of Schools and Colleges Accreditation), for the Leadership Team

10.5.1.3 The following are examples of duties which are not considered Adjunct Duties, but which are not normally assigned by the site administrator:

Co-curricular Student Activities related to the unit member's own assignment and which extend beyond the unit member duty day.

Time worked by unit members as part of those duties related to a stipend in Appendix B.

10.5.2 Administration will keep a written record of Adjunct Duties. Assignment of adjunct duties at each school site is subject to the review of the DNTA Leadership Team and the approval of the Superintendent.

10.6 **FACULTY MEETINGS**

Notice of regular faculty meetings, including the topics to be discussed, shall precede each meeting by at least twenty-four (24) hours, except that notice for Monday meetings will be by Friday before the end of the duty day. A weekly faculty meeting shall not be scheduled to exceed sixty (60) minutes. Attendance at faculty meetings is required for the duration of the meeting unless the unit member has made prior arrangements with the principal. Professional development within faculty meetings is agreed to be acceptable when it does not completely or consistently pre-empt the day-to-day school business.

10.7 **DUTY FREE LUNCH**

Unit members shall be provided a minimum of thirty (30) consecutive minutes of duty-free time for lunch.

10.8 **CONFERENCES REQUESTED BY THE PARENT**

Parent requested conference arrangements (other than during the regular parent/unit member conference times) will be made with the unit member. Normally parent requested conferences will be held during non-student contact time.

10.9 **PREPARATION OR PLANNING PERIOD**

10.9.1 A minimum average (on a weekly basis) of forty (40) consecutive minutes of unassigned student contact time per day during the regular student attendance day shall be considered preparation time for all 4-12 grade classroom unit member.

10.9.2 A regular preparation period for 9-12 grade unit members shall be equal to the length of the instructional period.

10.9.3 Those classroom unit members who do not receive their full preparation period will be paid an annual stipend, or prorated portion thereof, as referenced in Appendix B.

10.9.4 Unit members who receive preparation periods for only a portion of the school year or a percentage of the school day will receive the percentage of the prep period time or the stipend referenced in Appendix B.

10.9.5 Upon determination of the need to buy out a unit member's prep and in consideration of credentials, the principal will ask for volunteers. If there are no volunteers, the principal will assign the class on a rotational basis of the qualified unit members. The unit member will be paid the preparation release stipend and an additional one hour per week at the hourly rate for the length of time the unit member is teaching during unit member's preparation period.

10.10 **SCHEDULES**

Each school schedule will be recommended to the Superintendent by the Principal and the certificated staff.

10.11 **SUBSTITUTES**

Those unit members who relinquish their preparation period to substitute for another unit member will be reimbursed at the hourly rate referenced in Article 20.9. In the event that no unit member volunteers, the principal shall select the unit member on a rotational basis.

10.12 **HIGH SCHOOL DEPARTMENTAL AREAS**

Unless scheduling necessitates, no secondary unit member shall be required to teach in more than two (2) departmental areas or two (2) subject matter areas without the unit member's consent.

10.13 **VOLUNTARY REDUCTION IN HOURS**

When an employee has requested a change from full time to part time employment (not including a leave of absence), the District shall contact the DNTA President. The President or designee will contact the employee and offer assistance to the employee.

10.14 **PROFESSIONAL RESPONSIBILITIES**

The professional responsibilities of a unit member include, but are not limited to the following activities. These activities are not considered adjunct duties and may be required of unit members by their site administrator/supervisor:

- Open House or some other Parent-Involving Event
- Back-to-School Night(s)
- Faculty Meetings
- Parent/Teacher Conferences
- Student Study Teams meetings (when teacher's student is the subject)
- Individual Educational Plan Meetings
- Grade-Level/Subject Matter Curriculum Meetings (Not to exceed four times per year)
- Average of 20 minutes per week of documentable, approved family engagement activities in support of the site Family Engagement plan
- Four hours of professional development per year outside of the duty day as mutually agreed upon by unit member and site administrator and approved by Director of Curriculum and Instruction or designee

ARTICLE 11

LEAVES

11.1 GENERAL PROVISIONS

11.1.1 All Leaves

Following every absence, unit members must sign and verify an absence report form provided by the site secretary. Pay will be withheld until such certification is received.

11.1.2 Fringe Benefits

For extended leaves without pay, unit members have the option to enroll in the other District fringe benefits at their own expense and at the same rates as available to unit members not on leave.

11.1.3 Notification of Return from Leaves of Absence

For extended leaves of absence without pay, the District will notify unit members of their obligation to notify the District of their intended date of return by March 1 by certified mail (Return Receipt Requested) at the last known address, or sixty (60) calendar days prior to termination of a leave whichever comes first, unless otherwise provided for in the Professional Agreement. Failure by unit members to respond in writing within thirty (30) calendar days of the District's posting of such notification will constitute job abandonment.

11.1.4 Placement

Where applicable, upon return from leave a placement close to the original assignment will be attempted by the District.

11.1.5 Physician Defined:

Throughout this article, "physician" is defined as a medical doctor (M.D.) or a doctor of osteopathy (D.O.).

11.1.6 Professional Responsibilities

For extended leaves of absence, 10 or more working days, unit member will not be required to perform their professional responsibilities.

11.2 BEREAVEMENT LEAVE

11.2.1 Main Provision

11.2.1.1 Days

Every unit member is entitled to three (3) days leave of absence for the death of any member of the immediate family or the death of their own unborn child in the event of a natural miscarriage.

11.2.1.2 Deductions

No deduction shall be made from the salary of unit members nor shall such leave be deducted from leaves granted by other sections of the Professional Agreement.

11.2.1.3 **Travel**

An additional two (2) days leave will be granted if the distance traveled is more than three hundred fifty (350) miles.

11.2.2 **Definition of Immediate Family**

Members of the immediate family include the following relatives of the unit member:

- 11.2.2.1 Mother Father
- 11.2.2.2 Mother-in-Law Father-in-Law
- 11.2.2.3 Wife Husband
- 11.2.2.4 Daughter Son
- 11.2.2.5 Daughter-in-Law Son-in-Law
- 11.2.2.6 Sister Brother
- 11.2.2.7 Sister-in-Law Brother-in-Law
- 11.2.2.8 Grandmother Grandfather
- 11.2.2.9 Grandmother-in-Law Grandfather-in-Law
- 11.2.2.10 Grandchildren of unit member or spouse
- 11.2.2.11 Any relative living in the immediate household of the unit member.
- 11.2.2.12 Any person the unit member can informally verify has acted as one of the above, with the approval of the Superintendent.

11.3 **DEATH OF STAFF MEMBER**

11.3.1 **Minimum Day**

A minimum day may be declared by the Superintendent for the individual school upon the death of a staff member.

11.3.1.1 The minimum day will be on the day of the funeral provided the time of the funeral is after the time required for a minimum day.

11.3.1.2 Should the funeral be held prior to the required closing time, the principal may make the necessary arrangements for a representative group of the staff to attend the funeral.

11.3.2 **Other Schools**

The principals of other schools in the District may make the necessary arrangements for a representative group of the staff to attend the funeral regardless of time.

11.4 **DISABILITY LEAVE: ANTICIPATED**

11.4.1 **Definition**

Any unit member who anticipates undergoing a state of disability such as, but not limited to: necessary surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence.

11.4.2 **Deduction**

Such disability leave shall be charged to the Personal Illness/Injury Leave account of the unit member and is subject to all the rules and regulations applicable to unit members who are otherwise granted Personal Illness/Injury Leave.

11.4.3 **Provisions**

- 11.4.3.1 In order to qualify, a unit member anticipating disability shall file a statement (District form) with the Human Resource's office, stating the nature and anticipated dates of disability with the physician's verification portion completed.
- 11.4.3.2 Any unit member who desires to continue in the performance of duties during the period prior to the expected disability shall be permitted to do so provided the unit member's physician states in writing that said unit member is physically capable of continuing to perform duties up to the date requested for leave to commence.
- 11.4.3.3 A physician's statement is required upon return from disability leave stating the unit member is able to resume all normal duties and responsibilities.
- 11.4.3.4 Requests for extensions or reductions of the specific dates in 13.4.3.1 above shall also be verified by a physician's statement.
- 11.4.3.5 Where the anticipated disability leave is for pregnancy reasons, pregnant unit members applying for leave under provisions of this section may simultaneously apply for an unpaid leave of absence for purpose of child rearing.

11.5 **PERSONAL EMERGENCY LEAVE**

After Personal Necessity Leave has been exhausted, a unit member shall be granted up to five (5) days for sudden, unexpected serious illness, injury, or necessary surgery of a member of the immediate family, subject to approval by the superintendent. Such leave shall be deducted from the unit members' accumulated sick leave.

11.6 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

11.6.1 **Eligibility**

- 11.6.1.1 The benefits provided by these rules and regulations shall be applicable to all unit members after completion of one full year's service as a unit member of the District.
- 11.6.1.2 The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the insurer.

11.6.2 **Length of Leave**

- 11.6.2.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 11.6.2.2 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.6.2.3 Allowable leave shall not be accumulated from year to year.
- 11.6.2.4 The leave under these rules and regulations shall commence on the first day of absence.

11.6.2.5 Any unit member 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.

11.6.3 **Compensation**

11.6.3.1 When unit members are absent from duties on account of industrial accident or illness, they shall be paid such portion of the salary due for any month in which absence occurs, as when added to their Workers' Compensation under Division 4 and Division 4.5 of the Labor Code, will result in a payment to them of not more than full salary. The loss-time benefit under this provision will be paid directly to the District by the insurer and the unit members will continue to receive their full salary payment.

11.6.3.2 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

11.6.3.3 Upon termination of the Industrial Accident or Illness Leave, unit members shall be entitled to the benefits provided for in Personal Illness/Injury Leave and their absence for such purposes shall be deemed to have commenced on the date of termination of the Industrial Accident or Illness Leave, provided that if unit members continue to receive Workers' Compensation, it will result in payment to them of not more than their full salary.

11.7 **JURY DUTY, COURT SUBPOENA OR OFFICIAL ORDERS**

11.7.1 **Conditions**

Leave will be given to unit members for appearance in Court as a subpoenaed witness other than as litigant, to serve on a jury, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the unit members.

11.7.2 **Pay**

Such leave of absence will be granted with pay up to the amount of the difference between the unit members' regular earnings and any amount received from jury or witness fees, not including reimbursement for transportation expenses.

11.7.3 **Return to School**

Unit members will be expected to return to their schools if they are excused from jury duty and there is more than one-third (1/3) of the teaching day remaining.

11.8 **LEGISLATIVE LEAVE**

11.8.1 **Conditions**

Unit members covered by the provisions of this professional Agreement, and who are elected to Congress, the State Senate or State House of Representatives, will be entitled to a Legislative Leave for the duration of their term of office. Unit members must notify the district of their return at least six (6) months prior to the anticipated return.

11.8.2 **Compensation**

No pay or benefits will accrue.

11.9 **MILITARY LEAVE**

Unit members who are members of any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted leave and military leave pay as is provided in the Military and Veterans Code.

11.10 **OTHER LEAVES OF ABSENCE**

11.10.1 The District may grant other leaves of absence up to one year.

11.10.2 Other Leaves of Absence may include, but are not limited to:

11.10.2.1 Child Rearing Leave

11.10.2.2 Civic/Fraternal Leave

11.10.2.3 Educational Improvement Leave

11.10.2.4 Exhaustive Leave

11.10.2.5 Health Leave

11.10.2.6 Personal Leave

11.10.2.7 Religious Leave

11.10.2.8 Family Leave (as outlined in the Family and Medical Leave Act of 1993 and California Government Code 12945.2)

11.11 **PERSONAL ILLNESS OR INJURY LEAVE**

11.11.1 **Conditions**

The District will provide annual Personal Illness or Injury Leave allowance of twelve (12) days for full-time unit member, which will be accumulative.

11.11.2 **Differential Compensation**

11.11.2.1 After all accumulated Personal Illness or Injury Leave days at full pay have been used, additional non-accumulated leave shall be granted for a period not to exceed one hundred (100) workdays.

11.11.2.2 Unit members will receive the normal compensation paid, reduced by the actual cost of a substitute or the normal cost of a substitute if one is not obtained.

11.11.2.3 The one-hundred (100) work day non-accumulated leave period shall begin on the eleventh (11th) day of absence due to illness or injury, or at the exhaustion of all fully paid leave, whichever comes later.

11.11.2.4 In no event shall such additional non-accumulated leave exceed one hundred (100) workdays in any school year for each separate illness or injury.

11.11.3 **Physician's Verification**

For any absence due to personal illness or injury, the Superintendent may require a physician's verification of illness or injury, or other appropriate evidence.

11.11.3.1 Anytime such verification is required, the DNTA president or Designee will be notified concurrently.

11.12 PERSONAL NECESSITY

11.12.1 Conditions

Unit members may elect to use accumulated Personal Illness or Injury Leave (Sick Leave) in cases of personal necessity, not to exceed seven (7) days in any school year. Of these seven (7) days, three (3) may be used as personal discretion days. Any personal necessity days not used in the school year are retained as accumulated Personal Illness or Injury Leave (Sick leave).

11.12.2 Definition

11.12.2.1 "Personal Necessity" is defined as the following four (4) circumstances:

- 11.12.2.1.1 The illness or injury of a member of the unit member's immediate family;
- 11.12.2.1.2 The death of a person referred to in Article 13.2.2 if additional days beyond the Bereavement leave are required;
- 11.12.2.1.3 An accident involving the unit member or their property, or a member of the unit member's immediate family or their property; or
- 11.12.2.1.4 A matter serious in nature that a unit member cannot reasonably be expected to disregard, that necessitates immediate attention, and that cannot be taken care of after work hours or on weekends.

11.12.2.2 After conditional pre-approval by the Site Administrator relative to site scheduling factors, the Director of Human Resources, or designee, based on this definition of Personal Necessity, may approve or disapprove requests for this leave. Any disapproved request must include a written explanation for the denial. Denials may be appealed to the Superintendent, and the Superintendent's decision is final.

11.12.2.3 "Personal Discretion" days are defined as personal necessity days which may be taken without giving a reason. Unit members are limited to a maximum of three (3) personal discretion days used in any year. At the end of each year the District and Association (through the Leadership Team) may evaluate any change in use and the cost impact of the increased days from the prior contract.

11.12.3 Notification and Verification

11.12.3.1 Unit members will give their immediate supervisors the earliest notification possible of intent to use Personal Necessity Leave using the current electronic system.

11.12.3.2 Unit members will receive electronic verification by the current electronic system within three (3) work days of notification of intent to use personal necessity requests in accordance with 11.12.2.1.2 through 11.12.2.1.4 prior to taking this leave.

11.12.3.3 In the event of emergency, unit members will make the notification by those reasonable means at their disposal.

11.12.3.4 Unit members will complete a form stating the reason(s) requesting Personal Necessity Leave, and will sign a statement certifying that the reason(s) is/are the actual reason(s) for being absent.

11.12.3.5 Under extenuating circumstances, the unit member's immediate supervisor or the Superintendent, may approve a verbal request for Personal Necessity Leave without requiring the unit member to state a reason(s) in writing for the leave. The verbal request may be made through the DNTA President.

11.12.3.6 In the event a unit member cannot get from their home to their work site due to impossible travel conditions the unit member will contact their supervisor or the District to arrange for an alternate work site. If no alternative is possible such absences will be deducted from their Personal Necessity Leave.

11.12.3.7 Unit members unable to return from a trip due to impossible travel conditions, unless the trip was assigned as school business, will have the absence deducted from their Personal Necessity Leave.

11.13 **QUARANTINE LEAVE**

In the case of official quarantine of the unit member or the unit member's place of residence, as defined and declared by the County Health Officer, the unit member will not have reductions made of salary or leaves.

11.14 **SABBATICAL LEAVE**

11.14.1 **Conditions**

11.14.1.1 At the discretion of the Board, Sabbatical Leave may be granted.

11.14.1.2 Unit members are eligible to apply who have served the District for seven (7) consecutive years and who have tenure in the District.

11.14.2 **Applications**

11.14.2.1 All applications for Sabbatical Leave shall be submitted in writing and shall include a full statement of the purpose and plans for use of such leave.

11.14.2.2 Applications must be submitted to the Superintendent not later than March 1 of the year preceding the requested leave.

11.14.2.3 There will be no more than five certificated unit member granted Sabbatical Leave at any given time. The Sabbatical Selection Committee will select no more than three elementary, two secondary and/or one District unit members with no more than five on leave in any one year.

11.14.3 **Committee**

11.14.3.1 The Sabbatical Selection Committee will be composed of five members: one building principal, two Association representatives, the Assistant Superintendent/Instruction, and one mutually accepted person from the community.

11.14.3.2 This committee will be established when necessary to consider Sabbatical applications.

11.14.4 **Compensation**

11.14.4.1 **Benefits**

All benefits enjoyed under the Professional Agreement during the period of the Sabbatical Leave will be maintained.

11.14.4.2 **Salary**

The rate of pay for certificated unit members on Sabbatical Leave shall be one-half (1/2) the salary they would have received had they remained in the District. Salaries will be paid to unit members on leave in the same manner as if they were teaching in the District.

11.14.4.3 **Salary Schedule**

A single increment allowance will be made on the salary schedule for all unit members on this leave who would otherwise be eligible.

11.14.5

Terms

11.14.5.1 **Return to District**

Upon being granted Sabbatical Leave, the unit member will sign an agreement to return to service in the District for not less than two years upon completion of leave or restore to the District all salary payments received while on leave.

11.14.5.2 **Bonding**

Upon being granted Sabbatical Leave, a unit member shall provide a suitable bond indemnifying the Governing Board of the District against loss in the event the unit member fails to return to the District. If the unit member fails to return, the repayment to the District shall be made in monthly payments equal to one-half of those received commencing within thirty (30) days of termination of the leave.

11.14.5.3 **Injury/Illness/Death Provisions**

In case of injury or illness of the unit members during this leave which prevents their completing the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for Personal Illness/Injury Leave will apply. If injury, illness or death prevents unit members from fulfilling their agreement to return to service in the District for at least two years, no repayment of leave salary will be required.

11.14.5.4 **Final Report**

Not later than the day on which unit members return to active service in the District, those who have taken Sabbatical Leave will file with the Superintendent and the Association a detailed report giving evidence that the program of study or travel agreed upon has been carried out.

11.15 **RETURN TO WORK**

11.15.1 **Definitions**

A "day" is the duty day required of employees.

11.15.2 **Purpose**

11.15.2.1 To provide an equitable procedure for employees returning to duty or modified duty from:

11.15.2.1.1 Disability Leave

11.15.2.1.2 Industrial Accident/Illness Leave

11.15.2.1.3 Personal Illness/Injury Leave

11.15.2.2 To insure the reasonable safety of employees against any further injury or aggravation of an existing injury.

11.15.2.3 To provide for the efficient accomplishment of required work duties and responsibilities.

11.15.2.4 Nothing in this section is intended to waive any statutory rights under FEHA or ADA.

11.15.3 **Procedure**

11.15.3.1 **Normal Duties**

11.15.3.1.1 The immediate supervisor or Assistant Superintendent of Business shall require a physician's written statement upon an employee's return to work from Disability Leave or Accident/Industrial leave. They may require a written statement upon an employee's return from a Personal Illness/Injury Leave, when in their judgment there is the possibility that:

11.15.3.1.1.1 The employee could suffer further injury or aggravate an existing injury.

11.15.3.1.1.2 The employee is unable to resume all normal duties or responsibilities.

11.15.3.1.2. The physician's written statement will testify that the employee is able to resume all normal duties and responsibilities of the employee's job classification.

11.15.3.2 **Modified Duties**

11.15.3.2.1 When the physician's written statement indicates any type of restriction on the hours, duties, responsibilities or other activities to be performed by the employee upon returning to work, and the period of time these modified duties will be necessary, then:

11.15.3.2.1.1 The Assistant Superintendent of Business or designee shall review the physician's written statement and may allow the employee to return to work under those restrictions.

11.15.3.2.1.2 The Business Office will fully apprise the employee in writing of his/her rights under the applicable Professional Agreement and state workers compensation laws.

11.15.3.2.1.3 The employee, in writing, is agreeable to the modified work schedule and/or light duty assignment and the period of time required.

11.15.3.2.1.4 The supervisor, employee requesting a modified work schedule and/or light duty assignment, and any other employee whose regular duties and responsibilities will be affected should be consulted on the modified schedule and/or light duty assignment and the time limits involved.

11.15.3.2.1.5 Modified light duty must be directly related to the employee's normal duties and/or job classification.

11.15.3.3 **Appeal Procedure**

11.15.3.3.1 If the Assistant Superintendent of Business or designee refuses to allow the employee to return to work with the restrictions, then:

11.15.3.3.1.1 Within five (5) days of receiving the physician's written statement, the Assistant Superintendent of Business or designee will provide the employee with a decision in writing that include reasons and rationale.

11.15.3.3.1.2 Within five (5) days of receiving the written decision of the Assistant Superintendent of Business or designee, the employee may appeal in writing to the Superintendent. The Superintendent's decision shall be final.

ARTICLE 12

MANAGEMENT RIGHTS

The right to manage the District and to direct its unit members and operations is vested in and retained by the District, except as this right is limited by this Professional Agreement.

ARTICLE 13

NEGOTIATIONS

13.1 CALENDAR

The calendar for negotiation procedures will be as follows (unless mutually agreed upon):

13.1.1 On or before January 31 of the final year of this professional agreement, the Association will present its initial proposal to the District at a public meeting of the School Board. The Association will also propose the methodology it would request for the parties to utilize in the negotiations.

13.1.2 On or before February 28 the District will present its initial counter proposal to the Association at a public meeting of the School Board.

13.1.3 On or before March 31 both parties shall meet and begin to negotiate in good faith on negotiable items.

13.2 PROCEDURES

13.2.1 Times, places, and other negotiation procedures will be mutually agreed upon at the initial meeting of the parties involved.

13.2.2 Any agreement reached between the parties shall be reduced to writing and signed by them.

13.3 REOPENERS

13.3.1 By mutual consent in writing, the Association and the District may reopen negotiations on any item covered or not covered by this Professional Agreement.

13.3.2 The District and the Association agree to negotiate new laws and regulations that may affect the working conditions of unit members.

13.3.3 The Association and the District will reopen negotiations on salary and Health and Welfare and two (2) other articles as chosen by each party. This will occur annually in February unless an alternative schedule is agreed upon.

13.4 BARGAINING PROCESS

The following general methodology is preferred by the Association and the District. It is a modified Interest Based Bargaining process which includes the development of norms and a unique process designed to reach agreement, in a mutually understanding and respectful environment. With this in mind, the following is the agreed upon process.

Bargaining Norms

1. Negotiation updates will be mutually developed at the conclusion of each negotiation session and released to all constituents. Additionally, each group is authorized to communicate in greater detail the contents of negotiation sessions with their respective executive leadership team (Association to DNTA Executive Board and Board of Directors and the District to the Board of Trustees and Superintendent's Cabinet).
2. Confidentiality will be maintained except for communications allowed in the above.
3. It is each negotiating team's responsibility to check the process.

4. Issue committees may be used (all group norms apply).
5. Consensus process will be the decision making model (“If you can live with it”).
6. Caucus only as a last resort (use as a communication device, not a strategy).
7. Focus on solutions and try to avoid worst case scenarios dictating a solution.
8. No outsiders will be included in negotiations, unless by mutual consent.
9. Open access to valid information will be assumed. No surprises or “gotchas”.
10. All parties desire that the district remains solvent.
11. Establish reasonable timelines for negotiations and intervention.
12. A set of negotiation minutes will be the official record for the meeting and will be viewed and agreed to at the beginning of the next meeting.
13. Team members all have participation rights and shall assert them.
14. Hard on issues, soft on people.
15. All interests are important.
16. All interests or norm rules may be changed or waived by mutual agreement at any time.

Negotiation Process

Typical Bargaining Session

Overall Process - Section 1

1. Not seated as teams.
2. Select facilitator, recorder.
3. Review norms if needed.

Meeting Process - Section 2

1. Review minutes of previous meeting.
2. Check for Alligators.
3. Set Agenda:
 - Issues.
 - Time limit.
4. Work on issues. (Work toward consensus)
5. Develop Negotiation update for release.
6. Future agenda items.
7. Set next meeting date and time.

Typical Procedure for Working on an Issue

Identify issue and agree on issue statement.
Identify interests of each group.
Clarify.
Brainstorm options.
Evaluate Options—compare to interests.
Select options that can be agreed to by consensus.
Develop tentative agreement (TA) that can be taken to unit/board.

Negotiation Process Review

1. Using the process - EVERYONE can and should be contributing to the solution.
2. Identify the ISSUES needing resolution.
Seen together, these should describe the conflict.
3. Identify ALL INTERESTS (your unique needs and concerns about this problem.)
Get them all out - a satisfactory solution DEPENDS on all the interests being known.
Clarify any interests if necessary.
4. Invent OPTIONS that might become resolutions.
Lots of options = lots of opportunities.
Phase I. Brainstorming without evaluation.
Phase II. Clarifying an option.
5. Prioritize the options.
Identify shared interests - narrow the field - dovetail differing interests.
6. Determine STANDARDS that will help measure a fair agreement.
7. Each team determine ALTERNATIVES to having an agreement.
8. Attempt CONSENSUS on as many options as possible -
Understanding each other's point of view.
9. Draft a PRELIMINARY AGREEMENT.
No commitment until the end.
10. Satisfactorily FINALIZE THE LANGUAGE of the draft for each issue in the form of a tentative agreement, or go to the BATNA. (Best Alternate to Negotiated Agreement - #7)

ARTICLE 14

NON-DISCRIMINATION

- 14.1 The District shall not discriminate against any unit member: during hiring; during the course of employment; in case of illness and disability or in the case of resignation, retirement or termination.
- 14.2 The District shall follow all State and Federal laws relevant to non-discrimination including but not limited to the Federal Americans with Disabilities Act (1990) and relevant laws updating that act. [Both state and federal law requires employers to reasonably accommodate a disabled person.]
- 14.3 Nothing in this article is intended to waive statutory rights of any individual under any anti-discrimination or equal opportunity law.

ARTICLE 15

ORGANIZATIONAL SECURITY

15.1 DEDUCTIONS: PAYROLL

15.1.1 Association Funds

15.1.1.1 Authorization by Unit Member

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months.

15.1.1.2 Revocation by Unit Member

Such authorization shall continue in effect for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the thirty (30) day period following the expiration of the Agreement.

15.1.1.3 Prorated

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.

15.1.2 Non-Association Funds

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

15.2 DISBURSEMENT OF FUNDS

15.2.1 Disbursement by District

With respect to all sums deducted by the District for membership dues and representation fees, the District agrees to promptly remit such monies on a monthly basis as follows:

15.2.1.1 Association

That apportionment of local Del Norte Teachers Association dues and representation fees will be paid directly to the Association.

15.2.1.2 CTA/NEA

That apportionment of CTA/NEA dues and representation fees will be paid directly to the California Teachers Association.

15.2.2 Membership Information

The District will accompany the above payments of membership dues and representation fees with an alphabetical list of unit members for whom such deductions have been made and will indicate any change in personnel from the list previously furnished.

15.3 MEMBERSHIP IN ASSOCIATION

15.3.1 District's Responsibility

15.3.1.1 Association Informed

The District will properly notify the Association of newly employed unit members within thirty (30) days of hire or by the first pay period of the month following hire. DNTA will receive a full member list including the name, job title, work location, work, home and personal cellular telephone numbers, work and personal email addresses on file with the employer at least every 120 days.

15.3.1.2 Unit Member Informed

When new unit members are hired they will be informed of the Association membership dues and the representation fees. The Association will provide a form for this purpose, a copy of which will be sent to the President of the Association to verify their date of being hired.

15.4 AGENCY FEE/RELIGIOUS OBJECTOR IN LIEU CONTRIBUTIONS

15.4.1 Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay an Agency Fee equal to membership dues as provided below. In this event, the District shall begin automatic payroll deduction as provided in Education Code Section 45061. There shall be no charge to the Association for such mandatory agency fee deductions.

15.4.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- 15.4.2.1 American Cancer Society
- 15.4.2.2 DNACA
- 15.4.2.3 Del Norte Child Care Council
- 15.4.2.4 Habitat for Humanity
- 15.4.2.5 Red Cross
- 15.4.2.6 CASA of Del Norte
- 15.4.2.7 United Way
- 15.4.2.8 Wild River Foundation

15.4.3 With respect to all sums deducted by the District pursuant to sections above, whether for membership dues, agency fees to religious objection contribution, the District agrees to remit such monies promptly to the Association or charity listed above 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.

15.4.4 The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlements or judgment liability arising from any court or administrative action relating to the District's compliance with this section. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

15.5 **INFORMATION TO DISTRICT**

The District and Association agree to furnish each other any information needed to fulfill the provisions of this Article.

ARTICLE 16

PERSONAL AND ACADEMIC FREEDOM

16.1 PERSONAL FREEDOM

The District shall not predicate any evaluation or adverse action on a unit member's private life unless such activity interferes with the effectiveness of the unit member.

16.2 ACADEMIC FREEDOM

16.2.1 It is recognized and agreed that the welfare of students is served through the introduction and open exchange of ideas, materials and positions between students, faculty or outside sources which might be deemed to be unpopular or controversial. The unit member shall approach such issues in an impartial and non-prejudicial manner and refrain from using classroom privileges and prestige to indoctrinate or promote a partisan point of view.

16.2.2 The District shall not interfere with a unit member's freedom of speech in the classroom unless such speech constitutes a clear violation of the Education Code or this Professional Agreement.

16.2.3 No student grade shall be changed without the approval of the unit member, who issued the grade, except as provided by law.

ARTICLE 17

PERSONNEL FILES

17.1 ACCESS

17.1.1 Access to the official personnel files shall be limited to the unit member and members of the administration on a need-to-know basis. There is only one official personnel file, components of which are located in the Human Resources Office, the Payroll Office and the Business Office.

17.1.2 Supervisor's files or notes may be maintained by administrators.

17.1.3 Board members may request the review of a unit member's official file at a personnel session of the Board. The unit member will be notified of this review in writing by the District.

17.2 ADVERSE ACTION

17.2.1 The District shall not base any permanent adverse action against a unit member upon materials which are not contained in such unit member's official personnel file.

17.2.2 The District shall not base any adverse action against a unit member upon materials which are contained in such unit member official personnel file unless the materials had been placed in the file in a timely manner, after the unit member was given notice and an opportunity to review and comment on the materials in writing. Such materials shall not be placed in the file before ten (10) calendar days after such notification.

17.2.3 Information within the supervisor's files shall be either transferred to the official personnel file or expunged after the administrator or unit member leaves the site at which the information was developed.

17.3 CONFIDENTIALITY

The contents of all official personnel files are confidential documents.

17.4 DEROGATORY MATERIALS

17.4.1 Unit members may request the Superintendent to seal any derogatory material in their official personnel file that is more than three (3) years old.

17.4.2 The Superintendent may seal the derogatory material if the Superintendent determines that the materials deal with a non-recurring problem.

17.5 IDENTIFICATION

17.5.1 The person or persons who draft and/or place materials in a unit member's official personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

17.5.2 Any materials to be placed in a unit member's official personnel file shall be done so in a timely manner.

17.6 UNIT MEMBER RESPONSE

17.6.1 Unit members shall be given an opportunity during the non-teaching time of the school day to initial and date the material being placed in their official personnel file and to prepare a written response to such material.

17.6.2 The unit member's written response shall be attached to the materials in the official personnel file.

17.7 PUBLIC RECORDS ACT REQUEST FOR INFORMATION

17.7.1 In cases where the District receives a Public Records Act request for information from an employee's personnel file, the District will, within two (2) business days of receiving the request, notify the employee and the Association. Such notification shall consist of email and certified letter sent to the employee's most current address on record with the District. The District will provide a copy of the information proposed to be released as soon as it is available to the employee.

17.7.2 Once the District has provided by personal delivery or by certified mail to the employee a copy of the document(s) proposed for release, the employee shall have up to five (5) calendar days to seek legal advice and file a legal injunction, if desired. In the event that an employee institutes legal action, the District shall not release any document(s) unless ordered by a court of law.

17.7.3 If the employee and/or the Del Norte Teachers Association request the District not to release requested records, the employee and/or the Del Norte Teachers Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs and settlement or judgment liability arising from a court or administrative action relating to the District's compliance with Government Code 6250 et seq.

ARTICLE 18

PUBLIC CONCERNS, COMPLAINTS & CHARGES

18.1 CONCERNS, COMPLAINTS OR CHARGES

- 18.1.1 A Concern is a problem identified by a parent or member of the public that is not necessarily a violation of state or federal laws, regulations, or District policies. If a participant is unclear whether he/she has a concern or a complaint, the participant should voice the concern. Concerns may be resolved informally and notification to the unit member is not required.
- 18.1.2 A Complaint is a written statement regarding how a DNCUSD program or activity is run or how a DNCUSD participant was treated while involved in a DNCUSD program or activity. A complaint alleges a violation of state or federal laws or regulations or DNCUSD policy. Complaints point to specific actions, behavior or practices (and dates/places/situations) that are violations, including claims of discrimination. In the case of a Complaint, the process and timelines are delineated in Section 18.2.
- 18.1.3 A Charge is a complaint that may involve law enforcement or is reasonably expected to result in District discipline of the unit member.

18.2 COURSE OF ACTION

- 18.2.1 Citizen/parent complaints about a unit member shall adhere to the following process:
- 18.2.1.1 Upon receipt of a complaint, the unit member's supervisor shall notify the unit member in writing, either:
- 18.2.1.1.1 Within one (1) business day of a complaint lodged against the unit member or;
- 18.2.1.1.2 At the earliest possible date/time, when the allegation is determined to be a charge against the unit member, taking into account the sensitivity and seriousness of the charge and the integrity of the investigation.
- 18.2.1.2 Upon receipt of the complaint, the supervisor will determine if the allegation is a charge or a complaint and proceed to act, consistent with the process outlined in this article. The course of action to be followed requires that the supervisor:
- 18.2.1.2.1 Describe the complaint/charge related in the allegation;
- 18.2.1.2.2 Determine if the allegation is a complaint or a charge;
- 18.2.1.2.3 Assess that the charge or complaint is either: (1) unfounded (without merit); or, (2) inconclusive (unknown if the allegation has merit);
- 18.2.1.3 The action options available to the supervisor shall be presented in the written communication to the unit member, consistent with the following:
- 18.2.1.3.1 The complaint/charge is determined to be unfounded, no further action is necessary.
- 18.2.1.3.2 Determine that the allegation is a complaint and recommend that the individual making the complaint proceed, by utilizing the district's complaint procedure process.

**APPENDIX B
EXTRA DUTY PAY**

The 2018-2019 dollar stipends will be effective July 1, 2018

In order to qualify for the following pay, teachers must be currently employed in these positions. These stipends will be prorated commensurate to the time actually spent in these positions, and will be paid on a monthly basis.

Section I: Stipend that apply to base salary according to State Teacher Retirement System (STRS). This pay is added to the employee's regular salary and applies to the defined benefit program.

	17-18	18-19
Counselor	\$3,037	\$3,037
Counselor with Licensed Clinical Social Worker (LCSW, LMFT, LPCC) License*	\$4,661	\$4,661
Nurse	\$3,037	\$3,037
Psychologist	\$5,583	\$5,583
Special Education Speech Therapists** (Clear Credential)	\$3,817	\$3,817
Behavior Analyst (Board Certified)	\$5,583	\$5,583

*Counselors must complete monthly Medical Billing to receive stipend.

**Teacher's on waiver will receive 50% of stipend

The amounts listed below are the annual amount the employee receives for ADDITIONAL work completed outside the regular teacher contracted days and hours.

All stipends in Sections II A and B apply to the Defined Benefit Supplemental Program according to STRS. This pay is additional pay that applies to the supplemental pay account and NOT the employee's main retirement account.

Section IIa: The stipends in this section are fixed amount stipends.

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Department Chair (DNHS)	\$3,037	\$3,500
Department Chair (CE)	\$3,037	\$2,000
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* Special Education Teachers (SDC Mild to Severe, RSP, Preschool, Infant) (Full Appropriate Credential without any CTC Waiver)	\$3,817	\$3,817

Section IIb: The percentage-based stipends listed below are added to the salary of the employee.

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Advisor (High School) Agriculture (FFA)	7.0%	7.0%
Director (High School) Activities	6.50%	6.50%
Director (High School) Athletics	6.50%	6.50%
Advisor (High School) Band, Chorus, Dance, Speech, Drama	4.50%	4.50%
Director (High School) Newspaper, Annual, Speech Assistant	2.50%	2.50%
Elementary Music	2.80%	2.80%

18.2.1.3.3 Determine that the allegation is a charge and proceed with an administrative investigation that may result in administrative discipline as outlined in Article 5.

ARTICLE 19

RESIGNATION

19.1 INTENT TO RESIGN

A unit member's notification to the District of an intent to resign shall be submitted in writing and remain revocable until such time as the Superintendent or designee, as the Board's designee, officially takes action in writing on such notification.

19.2 REVOCATION

The unit member retains the option to withdraw said resignation within five (5) business days after said submission; the withdrawal must be submitted to the Superintendent in writing.

ARTICLE 20

SALARY

20.1 BASE SALARY SCHEDULE

The base salary schedule for 2017/18 contract year is Appendix A.

20.1.1 For the term of this contract, base salary is determined by step and column placement. Column movement is based on eligible college/university units. Step movement is based on eligible years of service.

20.1.2 The effective date of the salary schedule contained in Appendix shall be September 1, 2017.

20.2 MONTHLY PAYMENTS (OPTION)

Unit members will have the option of receiving their salary in ten (10) or twelve (12) payments. Unit members will receive the twelve (12) payments unless they notify the District by September 15 or within two weeks of employment.

20.3 PREVIOUS TEACHING EXPERIENCE

Unit members new to the District will advance one step on the salary schedule for each year of previous K-12 teaching experience to a maximum of five (5) years. Once the employee reaches permanency, additional years of certificated experience credit above the initial 5 years granted upon hire may be awarded. Total previous certificated experience credit not to exceed 10 years.

The District will grant years of service above five years with a max of ten years to current DNTA unit members who were on Step 6 of the salary schedule upon their initial hire and who are now permanent employees for the 17-18 school year. The increase will not result in any retroactive salary or change in seniority.

20.4 UNITS

20.5.1 For purposes of this article "units" is defined as semester units.

20.5.2 The units must be completed after the B.A. Degree is granted and must be upper division or graduate courses from a university accredited by W.A.S.C. or its institutional equivalent.

20.5.3 For school nurses, continuing education units sanctioned by the Board of Registered Nursing (BRN) shall be accepted and are equivalent to college courses.

20.5.4 A grade of "C" or better must be earned in the course to receive credit.

20.5.5 Units will not be accepted by the District for courses for which credit has already been received, except as otherwise approved by the District Superintendent.

20.5.6 Career Technical Education (CTE) unit member's placement on the salary schedule will be based on holding a minimum of a preliminary CTE credential rather than a B.A. Continuing Education Units sanctioned by a state or nationally recognized organization which fall under the CTE unit member's instructional area will be accepted for advancement on the salary schedule. Special state licenses that require 3 years of work experience will receive the equivalency of ten (10) credits.

20.5 SALARY CREDIT

A year's salary credit will be granted if an employee renders service for 50% or more of the work days of any one (1) school year.

20.6 CREDIT EVALUATION COMMITTEE

The Credit Evaluation Committee will consist of three (3) unit member selected by the Association and three (3) members of the Management Team.

20.6.1 Procedures of Credit Evaluation Committee

The Credit Evaluation Committee may approve applications for credit for units in lower division or junior college courses in particular areas of emphasis in which the Superintendent determines there is an identifiable need or for which the Committee determines a relationship to the applicant's assignment. Such applications shall be submitted to and approved by the Committee.

20.6.2 Appeal Procedure - Superintendent

Any units not granted by the Credit Evaluation Committee can be appealed to the Superintendent.

20.6.3 Appeal Procedure - Credit Committee

Any units not approved by the Superintendent will be returned to the Committee for re-evaluation and explanation.

20.6.4 Salary Schedule Placement and Time Schedule

20.6.4.1 Credit shall be allowed on the salary schedule for the following year for units earned on or before August 31st. Verification of these units must be filed in the Director of Human Resources Office by September 1st with an official transcript. Human Resources will accept a course completion form in lieu of official transcripts if the course does not provide an official transcript, course completion document signed by the course instructor may be accepted. It is the employee's responsibility to keep units up-to-date in the Director of Human Resources Office.

20.6.4.2 For the purposes of clarifying the step movements, the following rules shall apply:

20.6.4.2.1 The shaded areas on the salary schedule (Appendix A) represent steps that will ultimately be eliminated through column advancement and attrition. For the 1999-2000 school year, employees will be allowed to use District inservice units (CEI's) accrued through August 31, 1999 to enter the shaded areas or to move within these areas based upon the criteria contained in Article 28.14 of the 1996-1999 contract.

20.6.4.2.2 Effective with the 2000-01 school year, unit member will no longer be eligible to move into the shaded areas of the salary schedule (Appendix A).

20.6.4.2.3 Effective with the 2000-01 school year, unit members who had already been placed within the shaded areas during or prior to the 1999-2000 school year will be able to advance to the next step down on the schedule, if eligible based on years of service, without the necessity of accruing units as was required in Article 28.14 of the 1996-1999 contract. Advancement is limited to one step per year, even if the unit member has additional years of service beyond next step requirements.

20.7 SALARY SCHEDULE PLACEMENT ADJUSTMENT

Unit members misplaced on the salary schedule will be placed on the proper step and column as soon as the error is discovered, and adjustments will be made for that contract year.

20.9 SUMMER SCHOOL AND HOURLY WAGE

20.9.1 The hourly rate is based on cell D5 of the Certificated Salary Schedule divided by 186 days per teacher year and by 7 hours per teacher work day.

20.9.2 The Summer School and Hourly Wage will be effective February 15th, 2018 and following unless negotiated at a different rate and date.

20.10 EXTRA DUTY PAY SCHEDULE

20.10.1 The Extra Duty Pay Schedules for each year of the Professional Agreement are included in Appendix B.

20.10.2 Appendix B will be effective February 15th, 2018 and following.

20.11 JOB DESCRIPTIONS

The District will provide job descriptions and the number of positions for all positions listed on Appendix B and the Extra Duty Pay Schedule. The District and the Association will mutually determine the compensation of these positions on Appendix B and Extra Duty Pay Schedule.

20.12 PER DIEM

Unit members who are required to work at their regular or related duties in excess of their contract year will be paid at their per diem rate.

20.13 CERTIFICATED RECRUITMENT

In order for the District to more competitively recruit certain certificated personnel, it is agreed that in addition to the salary and stipend provisions already in the contract, the District may offer a bonus, and/or moving expenses, the total not to exceed \$10,000 per employee, as an incentive for the prospective unit members in the following classifications to become certificated employees of the District:

- Speech Therapist
- Nurse
- Psychologist
- Special Education/Severely Handicapped

The Superintendent may add other certificated classifications to the above list upon consultation with the DNTA President.

ARTICLE 21

SAVINGS

21.1 LEGAL PROVISIONS

If any provisions of this Professional Agreement are held to be contrary to, law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Either party may request negotiations on provisions ruled contrary to law.

21.2 EDUCATION CODE

The enumeration in this Professional Agreement of certain rights shall not be construed by either party to deny or limit those rights provided for in state law in educational codes.

ARTICLE 22

STUDENT SUSPENSION

Unit members may suspend students as provided in the Education Code, Board Policies and Administrative Regulations.

ARTICLE 23

STUDENT TEACHER/INTERN

23.1 STUDENT TEACHERS

- 23.1.1 The District may agree to place a student teacher in any program only with the consent of the master teacher.
- 23.1.2 As a part of the placement process a conference(s) will be held with the master teacher, Principal, the student teacher and the college advisor to discuss expectations, visitations, and the evaluative process.
- 23.1.3 Student Teachers are not employees and as such do not receive remuneration from the District, but they are considered volunteers and are covered under the District's workers' compensation program.
- 23.1.4 Master Teachers may receive remuneration (a stipend) from the college or university sponsoring the respective student teacher. Such an arrangement is solely between the Master Teacher and the sponsoring college or university. The District may, however, "pass through" the stipend to the Master Teacher if such assistance is requested by the college or university.

23.2 INTERNS

- 23.2.1 The District may employ individuals who have enrolled in internship programs approved by the California Commission on Teacher Credentialing.
- 23.2.2 In order to avoid supplanting DNTA member work, the District will consult with DNTA on the use of Interns.
- 23.2.3 If the Intern has no valid California credential, they are not covered by this agreement.
- 23.2.4 If the Intern already possesses a valid professional credential at the time of the internship, salary shall be determined in accordance with Article 20, and the Intern shall be eligible for DNTA membership. In this case, the Intern would be either Probationary/Permanent or Temporary depending on the position being offered.
- 23.2.5 Interns who have previously (within the prior two years) qualified for District Health & Welfare benefits, or whose internship is full time and expected to last at least 75% of the school year, will receive Health and Welfare Benefits in accordance with Article 9.
- 23.2.6 Interns who have no other valid credential shall be considered temporary employees, shall not accrue tenure or other job rights, shall not be eligible for DNTA membership, and shall not be covered by the terms of this Collective Bargaining Agreement.
- 23.2.7 DNTA will be notified at the beginning of each school year as to who is interning, the length of their internship, and their credential status.

ARTICLE 24

SUMMER SCHOOL

24.1 UNIT MEMBERS

Regularly employed teachers of the District shall be given preference over teachers outside of the District for summer school placement, except in the case where an outside teacher is, in the District's discretion, the only applicant qualified to teach the particular class based on the criteria set forth in Article 24.3.

24.2 CARE OF FACILITIES/EQUIPMENT/MATERIALS

The District will provide a written statement urging all summer school certificated employees to take proper care of facilities, materials and equipment.

24.3 SELECTION CRITERIA

The following criteria shall be considered when making specific teaching assignments:

24.3.1 Recent experience in subject or grade level

24.3.2 Credential(s)

24.3.3 Major

24.3.4 Minor

24.4 POSTING

Posting of positions will be in accordance with our current Professional Agreement (Article 27). All applicants will be notified of the selection for summer school employment as early as possible.

24.5 PREPARATION PERIOD

Summer school contracts will include a minimum thirty (30) minute paid preparation period per day.

24.6 SENIORITY

Summer school unit members may be terminated as a result of lack of enrollment on a seniority basis at that summer school site, unless the senior unit member is not qualified to teach the subject. For this Article seniority is based on the date of hire for the summer school session, or, for those hired on the same day, it is based on the original date of certificated employment with the District.

ARTICLE 25

UNIT MEMBER SAFETY

25.1 ASSAULT/BATTERY

In case of an assault/battery on a unit member, or in situations where the personal safety of a unit member is in question, the Association and the District will work together to assist the unit member.

25.1.1 Unit members shall immediately report cases of assault/battery suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall report the incident to law enforcement as per the District's policies and protocols. If the District's policies and protocols do not require the District to report the incident, the employee may notify law enforcement if they choose to press charges against the alleged assailant. The District shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved.

25.1.2 The District shall offer inservice training on a voluntary basis to unit members on how to subdue assaultive pupils, break-up pupil fights and use of conflict intervention skills.

25.1.3 In the event that charges are brought against unit members in connection with an assault/battery, the District shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for legal fees incurred in securing their own defense to the extent required by current law and Board policy unless the actions of the unit member were willfully negligent, malicious or illegal.

25.1.4 To the extent that information is available, the District will provide unit members, in accordance with Education Code 49079, a record of conduct demonstrating that a student has caused or attempted to cause serious bodily injury.

25.1.5 In situations where the personal safety of the unit member is in question, the unit member may refuse to supervise the student, and in the case of events when an unit member is in a supervisory position, a different staff member/administrator may be asked to directly supervise the student, or a parent maybe required to attend/supervise special events.

25.2 SAFETY INSERVICES

Safety inservices will be offered to unit members in areas such as, but not limited to: CPR, student medical issues, stress management, back and neck strain, i.e., lifting techniques, school plant emergency procedures.

25.3 UNIT MEMBER'S WORK AREAS

25.3.1 The District will have all unit member's work areas assigned and ready for occupancy three (3) days prior to the first reporting day for the respective unit member, unless conditions are beyond the District's control.

25.4 **SPECIALIZED HEALTH CARE PROCEDURES**

25.4.1 Any unit member required to provide physical health care services, who does not hold a school nurse credential or is not a registered nurse, must have received specific training to perform the service, demonstrate competence in basic CPR, be knowledgeable of the emergency medical resources in the community and provide such services under the general supervision of the school nurse. These services shall include but not limited to, dispensing medication, diagnosing/evaluating glucose readings, catheterizations, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining. Such services shall normally not be expected of non-support or non-special education unit members except under emergency or special circumstances.

25.4.2 The District shall provide access to rubber gloves, mouth to mouth breathers and facilities to wash with water and antiseptic soap to any bargaining unit members who may come in contact or be expected to come in contact with bodily fluids.

25.4.3 The District shall provide liability insurance for bargaining unit members covering the rendering or failure to render, of specialized health care services, medical treatment, or the furnishing or dispensing of drugs or medication.

25.5 **ORIENTATION**

Unit members new to a school site will have an orientation by their immediate supervisor to the school facilities and all school emergency procedures within their first five (5) working days.

ARTICLE 26

TRANSFERS / REASSIGNMENTS

26.1 DEFINITIONS

- 26.1.1 A transfer is the movement of a unit member from one work site to another work site.
- 26.1.2 A reassignment is the movement of a unit member from one subject area/department to another subject area/department, or from one grade level to another grade level.
- 26.1.3 A transfer or reassignment shall not result in a reduction of the unit member's regular salary, seniority or any fringe benefits.

26.2 TRANSFERS

A transfer may be unit member initiated or administratively initiated.

26.2.1 Unit member Request for Transfer:

- 26.2.1.1 Unit members desiring transfer to a vacancy shall request placement in writing, to the Superintendent, stating their reasons for wanting the transfer.
- 26.2.1.2 Whenever a unit member's request for transfer is denied, the District Superintendent shall, upon written request, give such unit member a written statement of the reason(s) for such denial.

26.2.2 Administrative Transfer of Unit Members:

- 26.2.2.1 The District, following an assessment of its educationally related needs, shall administratively transfer unit members to positions to meet these needs considering credentials, major and minor, enrollment changes leading to staff imbalances, or any specialized lay and/or teaching experience to perform the required services.
- 26.2.2.2 Should it be determined that two or more unit members have relatively equal qualifications, district-wide seniority shall be the determining factor. Seniority shall be determined by original date of certificated employment in the District.
- 26.2.2.3 Unit Members to be administratively transferred shall have the right to volunteer for any other opening for which they are qualified.
- 26.2.2.4 The Superintendent shall meet with a unit member to be administratively transferred to explain the reason for the transfer.
- 26.2.2.5 Upon written request, the reasons for transfer decisions shall be supplied to the unit member in writing within five (5) days.

26.3 REASSIGNMENTS

- 26.3.1 In the case of a unit member vacancy within a school, the site administrator shall provide written notification to each unit member at the site to allow requests for reassignment from within the school prior to posting the vacancy District-wide pursuant to Article 27.1.1.
- 26.3.2 Upon written request, the reasons for reassignment decisions shall be supplied in writing to the unit member within five (5) days.

26.4 **UNIT MEMBER WORK AREAS**

- 26.4.1 A unit member being transferred will be assisted by the District in moving the unit member's supplies, equipment and materials.
- 26.4.2 Unit members required to move and/or change assignments after or on their first reporting day may be provided with release time up to 3 days to prepare working area and materials at the discretion of the principal.
- 26.4.3 Unit members hired after the first reporting date may be provided with up to 3 days release time to prepare their working area and materials at the discretion of the principal.

ARTICLE 27

VACANCIES

27.1 REGULAR SCHOOL YEAR NOTIFICATION

27.1.1 All vacancies and new positions for which the District will be seeking staffing, excluding reassignments within the school, will be posted as follows:

27.1.1.1 Posting during the regular school year will be on EdJoin and the HR Job board for at least five (5) working days prior to filling. In case of an emergency DNTA president will be notified and posting will be at least two (2) working days prior to filling. Postings shall be on EdJoin, the HR job board, and emailed to all district certificated personnel. Applications for positions must be submitted through EdJoin.

27.1.1.2 Job postings need to contain a job description of the vacancy, credential requirements, grade level, location, application deadline, who the job is open.

27.1.1.3 If the job description of the vacancy changes after initial posting, a new posting needs to occur.

27.2 SUMMER VACATION NOTIFICATION

27.2.1 Posting during the summer vacation will be on Ed Join for at least five (5) working days prior to filling. Emergency posting during the two (2) weeks prior to the opening of school, or at other times mutually agreed upon by the Superintendent and the Association President, will be on EdJoin for at least two (2) working days prior to filling a position. Postings shall be on the HR job board, and shall be done via a district-wide email notice.

DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2018 - 2019 Effective 7/1/18 w/4% Increase

Salaries reflect a 186 day work year

	C	D	E	F	
	Credential & BA + 30 units	Credential & BA + 45 units or MA	Reg. Cred. & BA + 60 units or MA + 15 units	Reg. Cred. & BA + 75 units or MA + 30 units	
Step 1	47,093	50,034	52,980	55,923	Step 1
2	48,955	51,896	54,843	57,786	2
3	50,820	53,761	56,708	59,650	3
4	52,683	55,624	58,570	61,512	4
5	54,545	57,488	60,434	63,377	5
6		59,350	62,296	65,240	6
7		61,214	64,159	67,103	7
8	<div style="border: 1px solid black; padding: 5px;"> (1) "Units" are defined as <u>semester</u> units (2) Units must be upper division or graduate courses from an accredited university (3) A grade of "C" or better must be earned *DNTA Contract, Article 20.4 </div>	63,078	66,513	68,967	8
9			68,948	70,829	9
10			71,420	72,691	10
11				74,555	11
12				76,418	12
13					
14				78,281	15
16	<div style="border: 1px solid black; padding: 5px;"> Upon hire 5 years of credit given for past certificated experience. Upon permanency, up to an additional 5 years of past teaching experience will be credited. Salary adjustments due to addition of service years take effect at the beginning of permanency year. One year= employee renders service of 50% or more work days in one school year. DNTA Contract Article 20.3 </div>			80,144	18
19					
				82,008	21
22					
				83,871	24
	<div style="border: 1px solid black; padding: 5px;"> In addition to the salary, stipends are given for the following: \$3,817 - Special Education Teachers (SH, SDC, RST) \$3,817 - Speech Therapist \$3,037 - Counselors \$5,583 - Psychologists \$3,037 - Nurses <i>Certificated employees on credential waivers will receive 50% of stipend</i> </div>			85,734	27
				87,598	30

Appendix A

Revised: 9/4/2018

**APPENDIX B
EXTRA DUTY PAY**

The 2018-2019 dollar stipends will be effective July 1, 2018

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**Teacher's on waiver will receive 50% of stipend

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Section IIa: The stipends in this section are fixed amount stipends.

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Director (High School) Newspaper, Annual, Speech Assistant	2.50%	2.50%
Elementary Music	2.80%	2.80%

Section IIc: The stipends in this section are fixed amount stipends.

	17-18	18-19
GATE Coordinator	\$5,556	\$4,500
GATE Facilitators		
For 1 – 4 students	\$75	\$75
For 5 – 24 students 365 + 67 for each student over 5	\$365 + \$67	\$365 + \$67
For 25 – 47 students 1,675 + 58 for each child over 25	\$1,675 + \$58	\$1,675 + \$58
For 48 or more students (double stipend) 2,944	\$2,944	\$2,944
AVID Coordinator (High School)	\$3,057	\$3,057
Grade Level Lead	\$1,224	\$800
Curriculum Project Leader	\$3,247	\$3,247
Prep Period Stipend		
Kindergarten through 8 th Grade	\$6,153	\$6,153
9 th through 12 th Grades	\$6,695	\$6,695
ELL Site Coordinator	1,834 – 3,057	1,834 – 3,057
Base amount is 1,834 for a minimum of 10 ELL students, per the CBEDS census Data, plus 15 per ELL student up to a maximum total stipend of 3,057. No stipend shall be provided if teacher receives release time for the duties		
PAR/BTSA Consulting Teacher Stipends		
For mentoring teachers referred by the PAR Panel	\$2,706	\$2,706
For mentoring first or second year teachers with no experience	\$1,623	\$2,000
For mentoring probationary teachers or volunteer participation	\$1,083	\$1,083
See Appendix (C)(V)(B) for details		

Section IIId: The percentage-based stipends listed below are added to the salary of the employee.

	17-18	18-19
Advisor (High School)		
Drill, Cheerleading	6.5%	6.5%
Student Store	2.5%	2.5%
Advisor (Crescent Elk, Redwood, Smith River)		
Cheerleader (one position per site, annually)	3.3%	3.3%

SPORTS

	17-18	18-19
Varsity Head Coach (High School)		
Football, Basketball	7.0%	7.0%
Volleyball, Track & Field, Wrestling, Baseball, Softball, Soccer	6.5%	6.5%
Cross Country, Tennis, Golf	5.5%	5.5%
Junior Varsity & Freshman Coach in Charge (High School)		
Football, Basketball, Volleyball	5.5%	5.5%
Assistant Coach (High School)		
Football, Basketball, Volleyball, Track & Field, Wrestling, Baseball, Softball, Soccer, Cross Country, Tennis Golf	4.5%	4.5%
Intermural (High School)		
	3.0%	3.0%
Coach in Charge (7th/8th Grade)		
Basketball, Volleyball	3.3%	3.3%
Flag Football, Track, Soccer	2.5%	2.5%
Athletic Director (7th/8th Grade, without basketball referee coordination)		
	3.5%	3.5%
Referee Coordinator (7th/8th Grade)		
Basketball	\$650	\$650

SCHEDULE NOTES:

Extra duty pay for current permanent or probationary teachers performing the percentage-driven services specified above shall be paid as a percentage of the teacher's base salary placement on the salary schedule in Appendix A (excluding any other stipends or additional earnings).

All other employees contracted to perform the services specified above (including but not limited to classified employees and community members) shall be paid the applicable percentage times the base salary from the first column of the salary schedule for the appropriate year, at the step they qualify for based on their years of service in the district in the position currently held. Further, if years of service in the position exceed the steps available in the first column, the employee may be advanced to subsequent columns by the District Administration based on performance evaluations.

Except for CE and RW traveling team coaches, all 7th and 8th grade coaches who coach a single team will receive 2/3 the respective stipend.

All stipends in Section IId shall be paid after the end of the season or annually in May.

All stipends will be prorated based on the length of services actually worked compared with the season requirements or based upon the number of meetings attended versus the number of meetings required.