

DUTA CONTRACT PROPOSALS
FOR NEGOTIATIONS
MARCH 21,2013

DUTA is looking forward to our negotiating session with the District on March 21, 2013. In anticipation of our meeting, we have made some non-substantive changes to language (i.e. renumbering, changing “teacher” or “employee” to “unit member”). Because of this, we have attached all pages of the contract. We do not consider this to open the entire contract to negotiations, but used the proposal from the District from January 25, 2013 as a guideline.

AGREEMENT

Pursuant to Sections 3540-3549
of the Government Code
of the State of California

By and Between

**DURHAM UNIFIED SCHOOL
DISTRICT**

and

**DURHAM UNIFIED TEACHERS'
ASSOCIATION**

2010-2013

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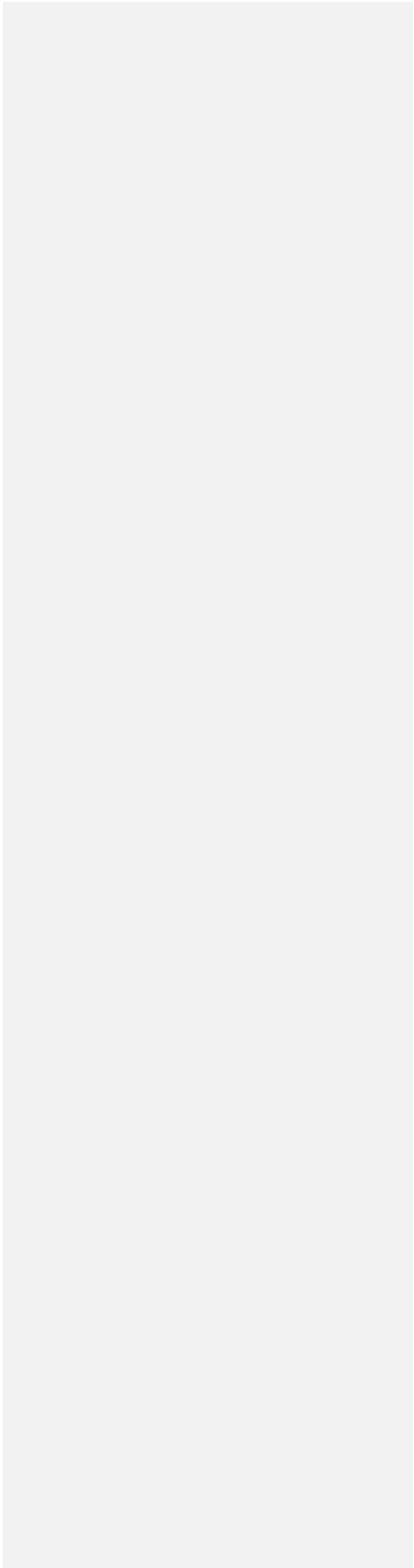
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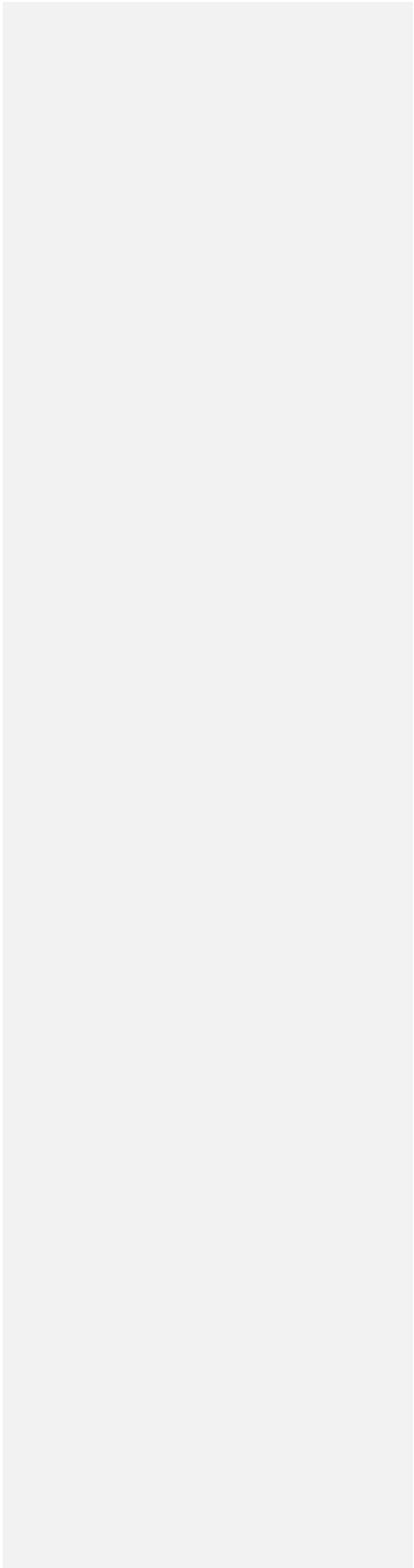
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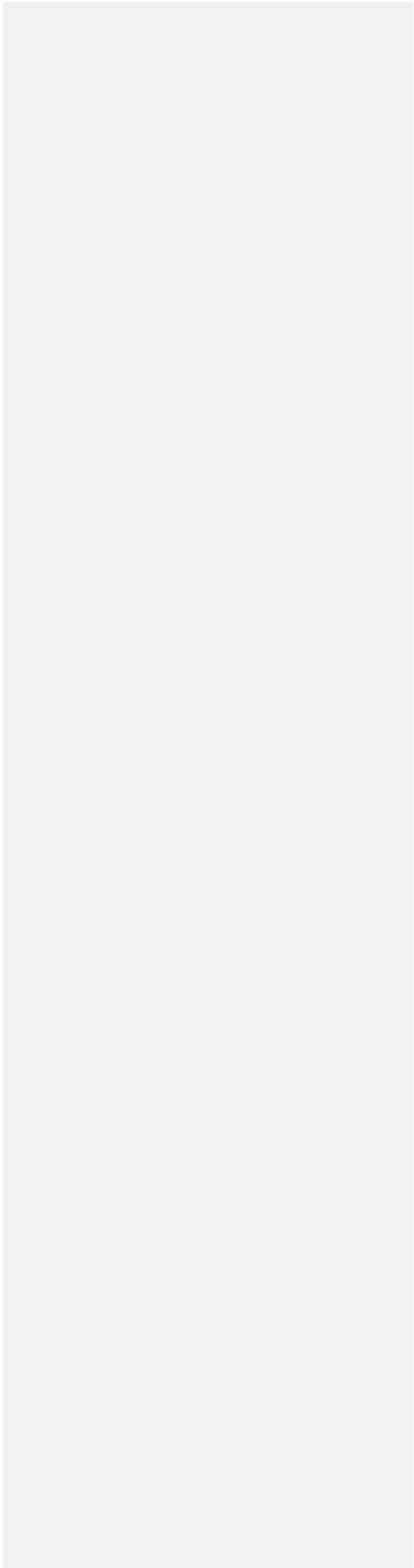
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ARTICLE 11
AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral agreement ("~~agreement~~Agreement") by and between the Governing Board of the Durham Unified School District ("Board") and the Durham Unified Teachers Association ("~~association~~Association").
- 1.2- This ~~agreement~~ Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 to the Government Code ("act").
- 1.3- This ~~agreement~~ Agreement shall remain in full force and in effect from July 1, 201~~30~~, through June 30, 201~~43~~.
- 1.4 All unit members in the district shall be emailed, to a district email account, an electronic copy, or provided a printed copy upon request, of the Agreement upon ratification.
- 1.5 All new unit members to the district shall be provided both a printed copy and emailed an electronic copy, to a district email account, of the current Agreement between the Board and the Association for the year in which they are first employed.
- 1.6 The Superintendent shall place, upon ratification, current copies of the Agreement in both the office and faculty room at each school site. Additional copies may be obtained from the district office upon request. Two copies will be given to the Association. A current dated copy of the Agreement will be available on the District website upon ratification.

ARTICLE II
RECOGNITION

2.1- The Board recognizes the association as the exclusive unit representative to include all regular full-time and part-time certificated classroom teachers, counselors, nurses, and temporary teachers INCLUSIVE OF Durham Elementary, Durham Intermediate, Durham High School, Mission High School, Independent Study, GATE and Adult Ed pursuant to Ed. Code Section 44920.

ARTICLE III
DEFINITIONS

3.1- "~~Teacher~~Unit member" refers to any certificated employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this agreement.

3.2- Unless otherwise stated, "days" means work days during which ~~teachers~~unit members are required to be in attendance.

3.3- "Negotiable items" refers to matters relating to wages, hours of employment, health and welfare benefits, as defined by section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used in evaluation of employees, organizational security, pursuant to section 3546, and procedures for processing grievances pursuant to sections 3548.5-3548.8.

3.4- "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to make available information, records, data, and budgetary materials which are relevant to the negotiation of negotiable items, and also the duty to meet and negotiate as provided by section 3543.7 of the act.

3.5- "Paid leave of absence" means that a ~~teacher~~unit member shall be entitled to receive wages and fringe benefits, including insurance and retirement benefits.

3.6- "Unpaid leave of absence" means that a ~~teacher~~unit member shall be entitled to the same benefits accorded ~~teachers~~unit members who are on paid leave, as long as there is no cost to the district.

However, ~~employees~~unit members utilizing Family and Medical Leave (see Article X.5.) are entitled to continued district paid insurance.

3.7- "School day" means the amount of time each day during which school is in session, unless otherwise provided for in this agreement.

3.8- "Immediate family" means:
a. Employee's or spouse's parent, grandparent, or grandchild;
b. Employee's or spouse's step-child, step-parent, step-grandparent, step-grandchild;
c. Employee's spouse, child, child's spouse, sibling or step-sibling; or
d. Any relative living in the immediate household of the employee.

3.9- "Daily rate of pay" means the ~~teacher~~unit members's annual salary divided by the number of days she/he is required by the Board to provide service.

ARTICLE IV
NEGOTIATION PROCEDURES

4.1- The Board and Association agree to utilize, and are committed to, the interest-based bargaining process.

4.2- ~~Not later than the eleventh month of each fiscal year, the contract may be renegotiated as follows:~~
a. ~~The Association may address four (4) contract articles;~~
b. ~~The District may address four (4) contract articles; and,~~
c. ~~Consistent with the interest-based bargaining process, other issues may be addressed at any time by mutual agreement.~~

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Both parties shall meet and negotiate in good faith on negotiable issues as defined in Article 3.3 and 3.4. Any agreement reached between the parties shall be reduced to writing and signed by their representatives.

4.3 ~~Reopeners: During each school year, either party may re-open negotiations on compensation and benefits (Article 16, Article 17, Appendix A, Appendix B, and Appendix C) and two (2) articles of this Agreement by giving written notice to the other party no later than February 1 of the school year prior to the school year that is the subject of the negotiations proposals.~~

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~~34.4-~~ Either party may utilize the services of outside consultants.

4.5- The Board and the ~~association~~Association may discharge their respective duties required by this ~~agreement~~Agreement by means of authorized officers, individuals, representatives or committees.

~~5.4.6~~ Negotiations shall take place at mutually agreeable times and places.

~~6.4.7~~ The ~~association~~Association shall designate two representatives who shall each receive a reasonable number of hours per week of release time without loss of compensation to prepare for and attend impasse proceedings.

~~7.4.8~~ The Board shall make available to the ~~association~~Association a copy of all ~~county and state required~~reports and budgetary data, within a reasonable time, ~~after the material is transmitted to the state, and a copy of all budgetary and other information it produces that are necessary for the~~association to fulfill its role.

~~84.9.~~ Not later than ~~October~~September 15 the Board shall ~~make available to provide~~ the ~~association~~Association a report showing the placement of all association-unit members on their salary schedule, ~~if such information is known by that date.~~

ARTICLE ~~V~~5
ASSOCIATION RIGHTS

SECTION ~~H~~1

- 5.1.1- Representatives of the association shall have the right to make use of school buildings and facilities at reasonable hours for association business purposes.
- 5.1.2- The association shall have the right to post notices of activities and matters of association concern on association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The association may use the district mail service and teacher mailboxes for communications to teachers. All information of a general nature shall be immediately forwarded to the superintendent.
- 5.1.3- Authorized representatives of the association who are employees of Durham Unified School District shall be permitted to transact official association business on school property, so long as said activity does not interfere with educational process of the employee's teaching duties.
- 5.1.4- Names, addresses and listed telephone numbers of all district teachers shall be provided to the association no later than October 15 of each school year, if such information is compiled by that date.

SECTION ~~H~~2 - PROFESSIONAL RELATIONS

- 5.2.1- Selection of Superintendent: Responsibility for the selection and appointment of the superintendent of schools rests solely with the Board. In order that the Board shall avail itself of professional advice of certificated staff in the selection of a superintendent, the Durham Unified Teachers' Association shall elect two representatives to serve on the advisory committee. The committee will review the qualifications and participate with the Board during the oral interviewing of candidates. After each interview, the advisory committee members will be invited to express their comments regarding the professional strengths and weaknesses of the candidate.
- 5.2.2- Selection of Principals: Responsibility for the selection of principalships is the responsibility of the superintendent and their appointment is the Board's responsibility. To assist the superintendent in availing himself or herself of the professional opinions of the certificated staff in the selection of principals, two representatives of the faculty shall be chosen by the teachers, from the school for which a principal is to be selected, to serve on the screening committee. The committee will review the qualifications of the candidates and participate in the oral interviews conducted by the administrative staff. At the conclusion of each interview, faculty representatives will be invited to express their opinions concerning the professional strengths and weaknesses of the candidate.
- 5.2.3- The above procedure shall apply whether the candidates are selected from within or outside of the existing staff.
- 5.2.4- Whenever possible, principals and teachers shall be involved in the selection of certificated staff.

ARTICLE VI
GRIEVANCE PROCEDURES

SECTION I - DEFINITIONS

- 6.1.1- A "grievance" is a claim by one or more unit members that there has been a violation, inequitable application, misinterpretation or misapplication of a provision of this Agreement.
- 6.1.2- A "grievant" is any unit member(s) or the Association.
- 6.1.3- A "day" is any day in which a unit member is required to render service to the District.
- 6.1.4- The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances.

SECTION II - PURPOSE

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

SECTION III - INFORMAL LEVEL

- 6.3.1- Before filing a formal written grievance, the grievant should attempt to resolve the issue by an informal conference with the immediate supervisor.

SECTION IV - FORMAL LEVEL

LEVEL I

- 6.4.1.1- A grievance shall be presented in writing to the immediate supervisor using the grievance report form within twenty (20) days of the act or omission giving rise to the grievance. The immediate supervisor shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.
- 6.4.1.2- If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting, the grievance may be appealed to Level II, with a copy simultaneously provided to the Association President by the grievant. The grievant shall have ten (10) days to file the appeal.

LEVEL II

- 6.4.2.1- The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance

appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

6.4.2.2- If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting, the grievant may request the Association to submit the grievance to mediation.

LEVEL ~~III~~3

6.4.3.1- The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the grievance.

6.4.3.2- The mediator within ten (10) days of the request or as soon as is practical shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

6.4.3.3- If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

6.4.3.4. In the event that the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the grievant may terminate Level III and request the association to proceed to Level IV. Upon the request of the Association or the District the conciliator/mediator shall within five (5) days provide a written advisory opinion.

LEVEL ~~IV~~4

6.4.4.1- If the Association proceeds to arbitration, it shall notify the District in writing within ten (10) days. Within ten (10) days of such notification representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified time period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

6.4.4.2- The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of 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 is violation of the terms of this Agreement. The arbitrator shall have no authority to render a decision on matters not covered by this agreement. However the arbitrator may include an award of interest in connection with any financial award made under this agreement.

The decision of the arbitrator will be submitted to the Association and Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

| SECTION V-5 - TIME LIMITS

- | 6.5.1- Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
- | 6.5.2- 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. The time limits may, however, be extended by mutual agreement.
- | 6.5.3- In the event a grievance is filed at such a 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, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.

| SECTION VI-6 - MISCELLANEOUS

- | 6.6.1- The Association, either on its own behalf or in behalf of the affected teachers, may initiate a grievance which affects teachers in more than one building at Level II.
- | 6.6.2- If the immediate supervisor has no jurisdiction to resolve the grievance, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.
- | 6.6.3- When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities.
- | 6.6.4- All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.
- | 6.6.5- 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.
- | 6.6.6- Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- | 6.6.7. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

| 6.6.8

- | 8.A unit member may at any time present grievances to the employer, and have such grievances

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adjusted, without intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings.

The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE ~~VII~~7
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 7.1- Any member who is a member of the DUTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 7.2- Any unit member who is not a member of the DUTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 1, the Association shall so inform the District within 30 days, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 7.3-
- (a) 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, or any unit member who claims a philosophical objection in opposition to joining or financially supporting the Association shall not be required to join or financially support DUTA/CTA/NEA 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 organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.
 - (1) Foundation to Assist California Teachers (FACT)
 - (2) The American Cancer Association
 - (3) The United Way
 - (4) Durham Unified School District PTS

- (5) Durham High School Scholarship Funds
- (6) Other local non-labor, non-religious groups as approved by the Association.

- (b) Proof of payment and a written statement of objection shall be provided by those members claiming exemption from DUTA/CTA/NEA on such basis. This shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 1 and 2 of this Article. Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year or automatic payroll deduction will be made pursuant to Article VII, Paragraph 2. The Association shall have the right of inspection in order to review said proof of payment.
- (c) Any unit member making payments as set forth in Paragraph 3(a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her belief, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

7.4- With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 -above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. Any dispute between a nonmember and the Association over the amount of the representation fee shall be resolved consistent with current law and any applicable regulations and decisions of the Public Employment Relations Board.

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

7.6

6.The Association agrees to pay to the District all reasonable legal fees and legal costs _____ incurred in defending against any court action and/or administrative action challenging ___the legality of constitutionality of the agency fee provisions of this Agreement or their ___implementation.

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

ARTICLE VIII
TEACHING HOURS

8.1- The regular school year for all unit members shall consist of a total of one hundred eighty three (183) work days of which one hundred eighty (180) are instructional days. Year one probationary and temporary teachers shall report to work two (2) days prior to other

teachers at the beginning of each school year.

Two (2) days prior to the start of the school year and the last teacher work day shall be non-student work days for classroom preparation and administrative meeting time, (such as Department Head meetings, Department meetings, grade level meetings, and curriculum planning) and shall be kept to a minimum, not to exceed two (2) hours total for all unit members per work day.

All unit members shall be required to be present as assigned by the District on each work day during the regular school year, unless otherwise excused by their site administrator.

Any changes to this shall be negotiated and agreed upon by both DUTA and the District.

8.2- 2010-2011:

~~The teacher work day shall begin at 8:00 a.m. and end at 3:30 p.m.~~

~~2011-2013:~~

The professional work day will be seven (7) hours exclusive of the duty free lunch in paragraph 8.3, below. The member must arrive on site no less than fifteen (15) minutes prior to the member's first scheduled assignment and remain on the site no less than fifteen (15) minutes following the member's last scheduled assignment, excluding teachers with an assignment that includes first and last period classes. The member may otherwise set a regular daily schedule that best accommodates the member's individual needs. If the schedule requires leaving campus during the school day, the member will notify the school site administrator, or site secretary in the absence of the administrator, of his/her whereabouts and the estimated time he/she will return.

The member will schedule his/her seven (7) hour day as necessary to accommodate any IEP or SST meetings.

8.3- 2010-2011:

~~Teachers shall have a minimum of thirty (30) consecutive minutes of duty free lunch.~~

~~2011-2013:~~

~~Teachers~~ Unit members shall have a minimum of 30 consecutive minutes of duty-free lunch. The lunch schedule at all schools shall be a minimum of 40 minutes in length.

- 8.4- Unit members are expected to attend faculty meetings at each site. To help members plan, these meeting dates should be set at the beginning of the school year. The frequency of these regularly scheduled meetings shall not exceed one (1) per month. The duration of these staff meetings shall not exceed ninety (90) minutes. Any changes to these regularly scheduled staff meetings should be done with 24 hours' notice.

~~An association-unit~~ member shall be assigned to record minutes of the meeting and be responsible for distribution to faculty members after approval of the site administrator.

There may be occasions when emergency staff meetings may be necessary. Staff will be

informed by administration as soon as possible. Consideration will be made for previously scheduled commitments.

8.5. ~~2010-2011:~~

~~Durham Intermediate, Durham High, Mission High, and Independent Study school teachers shall have no more than 25 hours of student contact per week. This may be extended by mutual agreement between the teacher and the administration, provided the following conditions are met: (1) all part-time extra class positions will be advertised to the appropriately credentialed staff members before being filled; during summer break, this requirement can be waived by the Superintendent or designee when deemed necessary to ensure positions being filled for the beginning of the next school year; (2) the teacher being hired will be compensated as per Article XVII, Section 2; (3) teachers accepting an additional class assignment will be required to perform extra duties in the same manner as teachers not teaching additional classes. The number of duties will be prorated on the basis of the employee's percentage of teaching time.~~

~~2011-2013:~~

No school schedule shall exceed seven (7) periods per day. Teachers will not be required to teach more than five (5) periods per day at the High School or six (6) periods per day at the Intermediate School. Individual periods shall be no shorter than 45 minutes and no longer than 55 minutes at all schools. This paragraph shall supersede in any conflict with Article ~~XVII~~15, paragraphs 2 and 3 of this agreement. This may be extended by mutual agreement, and appropriate compensation on the salary schedule, between the unit member and administration provided the job vacancy language in Article 12.2 is utilized. The unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary; Unit members accepting an additional class assignment will be required to perform extra duties in the same manner as unit members not teaching additional classes. The number of duties will be prorated on the basis of the unit member's percentage of teaching time.

8.6- Durham Intermediate, Durham High and Mission High teachers shall have one continuous preparation period per day set aside exclusively for lesson preparation and planning that directly affects their classes.

8.7- Durham Elementary school teachers shall have no more than 30 hours of student classroom contact per week. This may be extended by mutual agreement, and appropriate compensation on the salary schedule, between the unit member and administration provided the job vacancy language in Article 12.2 is utilized.~~This may be extended by mutual agreement of the teacher and administration provided the following conditions are met: (1) all part-time extra class positions will be advertised to the appropriately credentialed staff members before being filled; during summer break, this requirement can be waived by the Superintendent or designee when deemed necessary to ensure positions being filled for the beginning of the next school year; (2) ~~the teacher~~ unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary; ~~(3) teachers~~ unit members accepting an additional class assignment will be required to perform extra duties in the same manner as ~~teachers~~ unit members not teaching additional classes. The number of duties will be prorated on the basis of the ~~employee's~~ unit member's percentage of~~

teaching time.

8.8- The ~~district-District~~ will provide a minimum of 270 minutes of preparation time (in minimum 45 minute blocks) within two weeks for classroom teachers in grades 1-5. This time will be used for physical education, visual and performing arts (VAPA) or other programs agreed upon by the ~~Board-District~~ and bargaining unit. Due to holidays and staff development days, this may vary occasionally. In the event of special programs, assemblies, and other reasons, the preparation time ~~staff-providers~~ will supervise students and teachers will maintain their scheduled prep period.

8.9- Independent Study teachers' salary shall be based on the following workload:

<u>Number of Students</u>	<u>%</u>
1, 2, 3, 4	10
5, 6	20
7, 8, 9	30
10, 11	40
12, 13, 14	50
15, 16, 17	60
18, 19	70
20, 21, 22	80
23, 24	90
25, 26, 27	100
28	110
28 is maximum load	

Every effort will be made to meet students during the regular teacher work day. Some flexibility on scheduling may exist to enhance the program at the discretion of the Independent Study lead teacher. The Independent Study lead teacher/principal will establish a work schedule and report to the Superintendent.

8.10- DUE TO THE CURRENT GRIEVANCE THIS PORTION OF THE CONTRACT IS NOT SUBJECT TO NEGOTIATIONS ON MARCH 21, 2013

8.11—Due to the necessity of conducting certain activities at the schools, there will be occasions that require a deviation from the daily schedule provision listed above in Articles 8.5, 8.6, 8.7 and 8.8. Examples of some of these activities include: rallies, assemblies, combined lunch activities, arena scheduling, standardized test administration, end of semester/year-end finals, etc. When it is necessary to alter the daily schedule, the school principal shall consult with the DUTA building representative and notify all staff in advance of the scheduled alteration.

~~8.12-~~ A kindergarten class size reduction option II teacher shall be considered a 43% position with 100 daily minutes of student contact time and 80 daily minutes of prep time.

8.13- The cooperating teacher shall supervise a student teacher during the time the student teacher is instructing the class. The building administrator is to be notified if the cooperating teacher desires to leave the student teacher unsupervised for any reason.

Comment [1]:
 3/19/13 7:40 PM
 Christy Patterson March 19, 2013
 8:10 PM
 TA 9/26/06

8.143. ~~2011-2013:~~

—A committee consisting of up to two (2) ~~DUTA-unit~~ members from each site selected by DUTA will meet with administrators prior to June 1 to discuss bell schedules for the upcoming school year.

ARTICLE IX
NON-TEACHING AND EXTRACURRICULAR DUTIES
(See Appendix E)

9.1- Teachers may be required to supervise extracurricular activities during the school year.

9.2- Non-teaching and extracurricular duties are defined below and in Appendix E. These duties may include, but are not limited to program development, professional growth activities, committee assignments, site and district meetings, special help to students, parent-school organization meetings and student supervision.

9.3- The number of non-teaching and extra-curricular duties will be prorated on the basis of the employee's percentage of teaching time if more or less than full time. This applies to items asterisked in Appendix E and to other duties deemed appropriate by the site administration.

9.4- ~~Certificated staff~~Unit members who are designated members of a district-wide curriculum team shall have the opportunity to decide, by consensus, when the team shall meet. If the meeting occurs during the school day, a substitute shall be provided. If the meeting takes place outside of the school day, the team members shall be compensated at the current hourly wage as per Article ~~XVII~~17.

5.9.5~~Certificated staff~~Unit members contracted to work at an hourly rate shall be compensated at the current hourly wage as per Article ~~XVII~~17. Examples of this include Saturday school, home and hospital study, SAT workshops, and adult education.

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ARTICLE X
LEAVES

10.1- SICK LEAVE

Every full-time ~~teacher-unit member~~ shall be entitled to ten (10) days of paid sick leave each year of employment. ~~Employees-Unit members that work less than full-time~~ shall be entitled to sick leave prorated on the basis of ~~teaching time~~the proportion the unit member works of a full-time assignment, not to exceed ten days per year. (See Article XVII, Section 2)

- a. Unused sick leave shall accrue from school year to school year.
- b. ~~At the beginning of each school year~~ ~~The district~~-District shall furnish the employee's sick leave allotment credit if the employee requests such information.
- c. The administration may require a physician's verification of illness from ~~an employee-a unit member~~ if that ~~employee's-unit member's~~ absence shows a pattern of abuse.

10.2- DONATED CATASTROPHIC LEAVE

10.2.1- Eligibility

~~An employee~~A unit member may request up to ten (10) days of donated catastrophic leave only after all other personal accumulated sick leave and other fully paid time-off have been exhausted. A request for donated catastrophic leave must be submitted within 60 days of the date of absence resulting in a docking of pay.

To qualify for such leave, the ~~employee~~unit member shall have suffered an illness or injury that is expected to incapacitate the ~~employee~~unit member for an extended period of time, or that requires ~~an employee~~a unit member to care for an incapacitated member of ~~employee's~~the member's immediate family and taking extended time off work creates a financial hardship ~~for the employee~~ because he or she has exhausted all of his or her sick leave and other paid time off. A doctor's note verifying the incapacitating illness or injury shall be required.

For the purposes of this provision, a member of the ~~unit member~~employee's family shall be limited to ~~the employee's~~a spouse, child, mother, father, step-parents or step-children or an individual over which the ~~employee~~unit member has legal guardianship.

10.2.2- Terms and Conditions

In the event ~~an employee~~unit member exhausts his/her authorized ~~number of days~~leave from the catastrophic leave bank, the ~~employee~~member or his/her designee may request additional donated catastrophic leave ~~days pursuant to this section.~~ A maximum of ten (10) days may be requested at a time. The ~~employee~~unit member is encouraged to reapply for additional days when 50% of the donated catastrophic leave ~~days~~ is exhausted.

- Donated catastrophic leave ~~days~~ shall not exceed sixty-four (64) work days or the number of available days in the donated catastrophic leave bank, whichever is less, per injury or illness.

An ~~employee~~unit member receiving donated catastrophic leave days shall reimburse the ~~district~~District an amount equal to the lesser of the substitute cost incurred or disability benefit received for a day on which the ~~employee~~unit member also receives a disability benefit from a ~~district~~District-paid disability insurance policy. The reimbursed days will be reinstated to the donated catastrophic leave bank.

When multiple eligible requests are pending before the Donated Catastrophic Leave Committee at the same time, the committee will distribute the available days evenly between the eligible requests.

Once the Donated Catastrophic Leave Committee has made a determination on an ~~individual Application-application~~ to ~~Receive-receive~~ ~~Donated-donated Catastrophic catastrophic Leaveleave~~, that determination is final. ~~An employee-unit member~~ may reapply for additional benefits when necessary.

10.2.3- Donations to the Donated Catastrophic Leave Bank

Donations to the DCL bank may be made under the following provisions:

~~a. The Association may at any time during the school year solicit employees for donations (days or monies to be maintained in a separate Association account) to the DCL bank.~~

~~ab.~~ The unit member ~~donating days~~ shall submit a request in writing to the DCL committee, on forms provided by and approved by the District, specifying the number of days to be donated. ~~A notification of approval or denial of such a request will be provided to the unit member in writing after the DCL committee has met and reached a decision.~~

~~b.~~ An employee may donate to the DCL bank in whole or half-day increments providing that a minimum of fifteen (15) days of sick leave is retained in his/her personal sick leave account.

~~e.~~—The maximum number of days an employee can contribute per year pursuant to this section is ten (10).

~~d.~~—~~The Association may at any time during the school year solicit employees for donations to the DCL bank.~~

~~ec.~~ In the event that days donated to the DCL bank are not used, then those days will be retained in the DCL bank.

~~f.~~—~~A notification of approval or denial of such a request will be provided to the unit member in writing after the DCL committee has met and reached a decision.~~

~~d.~~ At the Association's discretion, in lieu of donated days, the Association may reimburse the District for the cost of a unit member's daily rate from funds maintained in the separate Association account mentioned in 3a. The daily rate shall be calculated using the current extra duty hourly rate in Appendix A multiplied by seven (7) hours.

10.2.4- Donated Catastrophic Leave Committee

Within five (5) school days of receipt of the Certificated Application to Receive Donated Catastrophic Leave Time by the Business Office, a DCL committee composed of three (3) ~~association-Association~~ members and the Superintendent or his/her designee, will meet and determine whether or not the employee's request shall be approved or denied.

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- a. The DCL committee shall review the application and notify in writing the requesting employee-unit member of its decision within ten (10) days of receipt of the application by the Business Office.
- b. If the request is approved, the DCL committee -will submit the required forms to the District authorizing the transfer of a specified number of days from the DCL bank to the requesting employee's-unit member's sick leave account.
- c. The DCL bank will be reduced by one full day or one-half day, as needed, for each day of DCL awarded to the requesting employeeunit member.
- d. If the DCL committee reasonably believes that the unit member may be eligible for another disability allowance or disability retirement under STRS or other district-paid disability insurance, the DCL committee may request that the applicant apply for such benefits.
- e. If the request is denied, the DCL committee will notify the unit member or his/her designee in writing.
- f. Upon the DCL committee receiving multiple approved requests, the DCL committee will distribute the available days evenly to the pending approved requests.

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of

any kind which attempts to ~~the~~ challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District will provide the Association with 30 days' written notice of termination of this provision.

10.3- MATERNITY LEAVE

Employees are entitled to use sick leave as set forth in "1" of this article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's

physician; however, the district management may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician mutually agreed upon by the teacher and the board representative and paid for by the district.

| 10.4- CHILD REARING LEAVE

Any teacher shall be entitled to use five days of paid sick leave to care for his/her child, or the other parent of his/her child, if such care is determined necessary by a physician.

| 10.5- BONDING LEAVE

Any new parent shall be entitled to use five days of paid sick leave for the purpose of caring for the needs of the new child. In addition, a teacher may request an additional 20 days. These 20 days will not be deducted from sick leave and the teacher will be paid his/her regular salary minus the cost of the substitute. The granting of the additional 20 days shall be subject to board approval.

| 10.6- KIN CARE LEAVE

During any calendar year, unit members are entitled to use up to one-half of their annual entitlement to sick leave described in this section to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of sick leave shall also apply to this section.

| 10.7- FAMILY AND MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Unit members are entitled to ~~unpaid~~ leave consistent with the ~~Federal Family and Medical Leave Act of 1993, and applicable State law and the California Family Rights Act.~~

| 10.8- INDUSTRIAL ACCIDENT LEAVE

~~Employees~~ Unit members will be entitled to industrial accident leave for personal injury which has ~~_____~~ - qualified for workers' compensation under the provision of the Workman's Compensation Insurance Fund.

Such leave shall not exceed sixty (60) days during which the schools of the district are required to be in session or when the ~~employee-unit member~~ would otherwise have been performing work for the ~~district-District~~ in any one fiscal year for the same industrial accident.

The ~~district-District~~ has the right to have the ~~employee-unit member~~ examined by a physician designated by the ~~district-District~~ to assist in determining the length of time during which the ~~teacher-unit member~~ will be temporarily unable to perform assigned

duties and the degree to which a disability is attributable to the injury involved, ~~providing the compensation insurance pays for such services.~~

For any days of absence from duty as a result of the same industrial accident, the ~~employee-unit member~~ shall endorse to the district any wage loss benefit check from the Workman's Compensation Insurance Fund ~~or other source~~ which would make the total compensation from both sources exceed 100 percent of the amount the ~~employee-unit member~~ would have received as salary had there been no industrial accident or illness.

If the ~~employee-unit member~~ fails to endorse to the ~~district-District~~ any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the ~~district-District~~ shall deduct from the ~~employee's-unit member's~~ salary warrant the amount of such disability indemnity actually paid to and retained by the ~~employeeunit member~~.

10.9: PERSONAL NECESSITY LEAVE

Leave which is credited under "~~1~~" of this ~~Article 10.1~~ may be used for purposes of personal necessity provided that use of such personal necessity does not exceed seven (7) days in any school year. This leave is deducted from sick leave.

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- A. For purposes of this provision, ~~employees-unit members~~ may use up to seven (7) days of personal necessity leave for the following reasons:
1. impassable roads, cancelled or delayed flights, etc.;
 2. death of a member of the immediate family when additional leave is required beyond bereavement leave already provided for;
 3. accident involving the person or property of the ~~employee-unit member~~ or a member of the immediate family;
 4. illness or care of an immediate family member (see also ~~Section- Article 10. 6 of this article~~);
 5. appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena;
- B. For the purposes of this provision, employees may use up to three (3) days of personal necessity leave for the following reasons:
1. personal necessity not related to recreation, vacation, out of school employment or a "side business";
 2. other emergency reasons as approved by the site principal.
- C. Additional personal necessity leave may be granted by the ~~superintendent- Superintendent~~ for unusual or extenuating circumstances. Such leave must be approved in advance and these days shall be deducted from sick leave.
- D. Nothing in this personal necessity leave section will restrict the ~~district-District~~ from denying personal necessity leave to a unit member when the ~~district-District~~ determines that a unit member's absence(s) was not in compliance with this leave

section. In disputed cases, the ~~employee-unit member~~ will bear the burden of proof. Under the circumstances outlined above, the ~~employee-unit member~~ shall make every effort to comply with ~~district-District~~ procedures to enable the district to secure a substitute. Under all circumstances, an ~~employee-unit member~~ shall verify in writing that the personal necessity leave was used only for the purposes stipulated.

10.10 LONG-TERM PERSONAL LEAVE

With ~~board-Board~~ approval, ~~employees-a unit member~~ may receive a long term personal leave of absence. This leave is unpaid without benefits, although the unit member may purchase benefits at his/her own expense upon approval by the District's benefit providers. Long-term personal leaves, including child-care leave, shall be limited to a maximum of one school year or two consecutive semesters within two school years. Leave requests shall be made no later than November 1st for leaves during the second semester and no later than February 1st for leaves during the succeeding school year.

Extensions of long-term personal leave beyond one year may be considered by the Board for employees who request part-time work. Unit members who are granted extended part-time leaves will need to resign the percentage of their assignment that is not continued.

10.11- BEREAVEMENT LEAVE

A ~~n employee-unit member~~ shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if more than 400 miles of travel one way is required, without loss of salary on account of the death of any member of his/her immediate family.

10.12- STUDY LEAVE

The Board may grant a ~~teacher-unit member~~ an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one quarter and a maximum of one school year. A ~~teacher-unit member~~ shall apply to the Board for such leave no later than one semester before its anticipated commencement.

Upon requesting a study leave, the ~~employee-unit member~~ shall submit an outline of the study to be undertaken. This outline will be considered to be a contract between the Board and ~~employee-the unit member~~ and may only be changed by mutual agreement. Forfeiture of the above contract could result in a break in service, the employee losing loss of job seniority, and other loss of job rights mandated by Education Code (# to be inserted here).

10.13- JUDICIAL LEAVE

~~Employees A unit member~~ shall be provided leave for regularly called jury duty and to

appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the ~~employee~~unit member.

~~Teachers~~A unit member who ~~are~~is ~~subsequently~~ called for jury duty shall receive ~~their~~his/her school district salary during ~~their~~his/her absence, but shall assign ~~their~~his/her jury duty pay, mileage expense excepted, to the ~~school district~~District. No salary shall be paid for voluntary jury duty, such as, volunteering for a grand jury.

10.14- MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law.

10.15- IN-SERVICE LEAVE

A ~~teacher~~unit member may be granted ~~teaching days~~leave without pay loss each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance as approved by ~~the administration~~Administration.

10.16- SABBATICAL LEAVE

Any ~~certificated employee~~unit member who has rendered service to the ~~D~~district for at least seven (7) consecutive years may request a leave of absence not to exceed one year, upon the recommendation of the ~~superintendent~~Superintendent and the approval of the Board, for the purpose of study or travel which will benefit the school and pupils of the ~~district~~District. Application shall be submitted no later than March 1 of the calendar year immediately prior to the year for which the leave is requested.

Sabbatical leave must be completed within a twelve (12) month period or the remaining portion of such leave will be sacrificed.

The ~~employee~~unit member requesting a leave shall present an outline of the proposed program of study or travel to the ~~evaluating Professional Development committee~~Committee prior to February 1 of the calendar year in which the leave is requested. It shall be the responsibility of the ~~evaluating Professional Development committee~~Committee to determine who, among the applicants for sabbatical leave, shall be recommended to the Board ~~of Education~~. Approval of such leave is the sole discretion of the Board.

The interests of the ~~district~~District shall be protected by the written agreement of the ~~employee~~unit member to return to the service of the ~~district~~District and render at least two (2) years service following the return from the leave. The Board shall waive the furnishing of bond, and the ~~employee~~unit member shall receive compensation while on leave, provided the ~~employee~~unit member performs services for the ~~district~~District as prescribed by the ~~superintendent~~Superintendent and the ~~evaluating Professional Development committee~~Committee for the benefit of the schools and pupils of the ~~district~~District.

The salary paid the ~~teacher~~unit member on sabbatical shall be at Class 1, Step 1, of the current salary schedule ~~of the district~~in Appendix A for the year in which such leave is granted. The salary shall be divided into ~~ten~~eleven (~~401~~) equal payments. Upon return

to the ~~teaching~~-service after a sabbatical leave, the salary shall be that of the step on which the ~~employee-unit member~~ would have been placed had he/she not been absent from service to the ~~district~~District. If an ~~employee-unit member~~ qualifies for a higher classification, the proper transfer shall be made.

10.17- SPECIAL LEAVES

~~Certificated employees~~Unit members occasionally have the need to request a special leave during the school year. Approval of the Board must be obtained prior to any special leave. The salary of the ~~certificated employee~~unit member on leave will be reduced by his/her "daily rate of pay" for each day on leave. The ~~district~~District will provide a substitute during the leave. Any dollar savings to the ~~district~~District generated in this manner will be placed in a fund for teacher in-service or travel and conference.

10.18- NOTIFICATION LIMITS

Unless otherwise specified in items above, ~~all persons a~~ unit member on a leaves of absence shall notify the ~~superintendent's~~Superintendent's office by November 1 for the spring term and by February 15 for the fall term of ~~their~~his/her intention to return to duty. Lack of notification by the dates will automatically be interpreted as indication that the ~~employee-unit member~~ will not be returning.

10.19- JOB SHARE LANGUAGE

A job share is an assignment in which an ~~employee-unit member~~ shares a position with one other ~~employee~~unit member.

~~Employees~~Unit members who desire to take part in a job share for the upcoming school year shall make a formal written request to the site administrator by February 1st of the current school year detailing the specifics of the shared position. All written requests are subject to ~~board~~Board approval upon recommendation by the ~~superintendent~~Superintendent and the site administrator. Letters of request shall indicate how the proposed arrangement will be of benefit to the ~~children~~students served by the ~~teachers~~unit members and how the situation will be monitored to ensure that there are no detrimental effects.

The following conditions will apply to positions that are approved by the Board:

1. Shared positions must be approved annually by the Board.
2. ~~Employees~~Unit members sharing a contract must accept the responsibility of assuring the staff, administration, and parents of successful joint planning, communication among employees and parents, and compatible classroom management.
3. Both ~~employees~~unit members will attend open house, back-to-school night, and other activities expected of full time certificated staff. A representative from each job share team shall attend each staff meeting. On occasion, both staff members may be requested to attend a staff meeting which is deemed necessary by the site principal.

- 4. Job share teachers-unit members shall communicate regularly. Prior to presentation of a job share proposal, a plan shall be developed between the principal and job share team members in which planning dates and means of communications are agreed upon by all parties.
- 5.
- 6. Salary and sick leave shall be prorated in accord with the hours worked by a full-time employee-unit member in a comparable position.
- 7. Job-share teachers-unit members shall receive a prorated share of the district contribution towards health benefits.
- 8. One year of credit shall be allowed for fractional parts of a year if that fractional part of the year exceeds the equivalent of 100 full-time teaching days in the Durham Unified School District.
Employees-Unit members working less that 100 days will need to complete at least (2) half-year contracts to acquire one (1) experience step.
- 8. Job-share teachers-unit members shall strive to substitute for each other if at all possible in the event of absence of one or the other so as to cause minimal disruption to the educational program.
- 9. Unit members in a job share will be placed on a leave of absence from their regular assignment and will be returned to a position at the same full-time equivalent as prior to the leave upon completion of the job share.

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~~ARTICLE XI~~
CLASS SIZE

1.11.1 The parties to this agreement agree that the educational needs of the students of the district can best be served by maintaining small classes. The district agrees to adjust classes equitably in order to maintain class sizes as small as possible.

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2.
~~3-5.11.2~~ K-5 Class Size

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The District shall maintain class size at or below thirty (30) students per class, averaged per grade level. The average shall be calculated by the end of the third full week of the school year. In the event that the grade level class size average exceeds thirty, the District will provide classroom aide support for that class or classes that exceed thirty. One half hour per day of aide time shall be provided for every two children exceeding thirty in each class. In the event that this additional aide is unavailable on a given day, the District shall make every effort to provide a substitute. In the event that a substitute is unavailable on a given day, the aide time shall be placed in a "bank" of time available to the teacher to be used at his/her discretion within the school year. The maximum class size per grade level may not exceed thirty-four (34) students.

For grades 6-8 the district shall maintain class sizes at or below thirty-three, calculated on a grade level wide basis. Should this average be exceeded, the association and district agree to meet to find a remedy for the situation.

For grades 9-12 the district shall maintain class sizes at or below thirty, calculated on a school-wide basis.

~~a.1.3~~ For the purposes of calculating class size averages, including class size reduction classes, all regular education and special education students served in the classroom shall be counted.

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~~ARTICLE XII~~
ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

~~a.1.1~~ Definitions:

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~~2.1.~~

~~1.a.~~ Transfer refers to a move of a ~~teacher-unit member~~ from one school site to another. Transfers may be voluntary (~~teacher-unit member~~ initiated) or involuntary (~~district District~~ initiated).

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~~2.1.~~

~~3.b.~~ Vacancy is any open position arising from a resignation, retirement, or termination or a new position created by the ~~district-District~~ after the principal fills all site staff placements (i.e. grade level placements/subject matter placements). A vacancy is not created by a short term or temporary leave.

~~4.2.~~

~~5.c.~~ Reassignment is the placement of a unit member in an assignment within the same school or work location that differs from the unit member's existing assignment.

~~6.3.~~

~~7.4.12.2~~ Notice of Vacancies

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~~a.a.~~ During the school year, notices shall be dated and posted at a central location at each school site and in the District Office. Notices of all vacancies shall remain posted for at least ten (10) working days at the above locations. In case of special circumstances five (5) working days will be allowed. Additionally, vacancies will be posted on EdJoin and each member shall be notified by school e-mail.

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~~b.~~ All part-time extra class positions will be advertised to unit members before being filled; during summer break, this requirement can be waived by the Superintendent or designee when deemed necessary to ensure positions being filled for the beginning of the next school year. The unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary. Unit members accepting an additional class assignment will be required to perform extra duties in the same manner as unit members not teaching additional classes. The number of duties will be prorated on the basis of the employee's percentage of teaching time.

b. During summer vacation, vacancy notices shall be mailed to an Association Representative, and to ~~bargaining~~ unit members who have indicated to the District (in writing) of an interest in being reassigned or voluntarily transferred. Vacancies will also be posted on EdJoin.

c. A request for transfer can be withdrawn at any time prior to official confirmation that the transfer has been accepted.

~~12.3.~~ Voluntary (~~teacher-unit member~~ requested) Transfers:

a. Any unit member can request to be transferred to any position for which they are

qualified. This includes part-time employees requesting a change that would alter their current FTE.

- b. The unit member will send a written request for transfer to the Superintendent and their site administrator or supervisor. A conference shall be held at the request of the unit member with the Superintendent in order to discuss the request.
- c. In some cases it will be necessary to defer a decision until all requests have been considered. Decisions regarding transfers are made by the Superintendent.
- d. ~~Teachers~~ Unit members requesting a voluntary transfer into a vacant position will be interviewed with outside candidates interviewing for the position. All in-district ~~teachers~~ unit members requesting a voluntary transfer to the vacant position will be guaranteed an interview. Priority consideration will be given for positive previous district experience.
- e. Unit members who were interviewed for the vacant position shall be notified in writing within ten (10) working days by the Superintendent of the acceptance or denial of the transfer. A unit member can request in writing the reasons for the denial of ~~their~~ his/her transfer.

12.4- Involuntary Transfers:

- a. An involuntary transfer may be initiated by the District due to the following:
 - 1.Changes in enrollment;
 - 2.Staffing shortages or surpluses;
 - 3.Modifications, additions or deletions of programs and/or specific verified curriculum needs;
 - 4.A verified need for specialized skills;
 - 5.A need for improvement in performance as documented by evaluations and where the transfer could benefit the unit member and the students.
 - 6.As a result of layoff pursuant to EC 44955
- a. The district shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance. No unit member shall be involuntarily transferred for arbitrary, capricious, or discriminatory reasons.
- b.
- c. A ~~teacher~~ unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer. The ~~administration~~ Administration shall strive to notify the ~~teacher~~ unit member of the impending transfer or reassignment no later than June 15.
- d.
- e.
- f.
- g.
- h.
- i.

12.5- Reassignments (within a site)

- a. Any unit member can request to be reassigned to any position for which they are qualified within ~~their~~-his/her current school or work site. This includes part-time ~~employees-unit members~~ requesting a change that would alter their current FTE.
- b.
- c. If the unit member is interested in a reassignment for the next school year, he/she shall send a request for reassignment to the Superintendent and ~~their~~-site administrator or supervisor by May 1. A conference shall be held at the request of the unit member with the Superintendent in order to discuss the request.
- d. All requests for reassignment shall be considered by the principal when making reassignment.
- e. If reassignments are made and a unit member's request to be reassigned is denied, the ~~district~~-District shall provide written confirmation that the request has been considered, denied, and the reasons for the denial.
- f.
- g. A request for reassignment can be withdrawn at any time prior to official confirmation that the reassignment has been accepted.
- h.

ARTICLE ~~XIII~~13
LAYOFF PROCEDURES

- 13.1- The administration shall meet and discuss with the ~~association~~-Association the nature and impact of any anticipated layoffs.
- 13.2- Order of Termination for Certificated Personnel

Whereas, pursuant to Education Code Section 44955, the Board is required, as between ~~employees-unit members~~ who first rendered paid service to the District on the same date, to determine the order of termination solely on the basis of the needs of the District and its students; and

Whereas, Education Code Section 44955 requires that upon the request of any ~~employee-unit member~~ whose order of termination is determined as stated above, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other ~~employees-unit members~~ in the group.

Now, therefore, be it resolved, as follows:

1. That this Board determines that the needs of the District and the students of this District are best served by resolving seniority ties within the meaning of Education Code section 44955, subdivision (b) (third paragraph) and Section 44846, by applying the criteria set forth in paragraphs 4 through 10 below,
2. That as between ~~employees-unit members~~ who first rendered paid service to the district in a probationary position on the same date, the order of termination of said ~~employees-unit members~~ shall be determined by reference to the criteria

which follow and the application thereof to each employees unit member;

3. That the criteria set forth in paragraphs 4 through 10 below are listed in priority order and each criterion shall be used only if the preceding criteria do not delineate the order of termination;
4. As between certificated employees unit members possessing the same seniority date as defined in Education Code Section 44845, and who possess a clear professional, standard, general, life, or preliminary teaching credential, then employees with the greater number of STRS service credit, or the equivalent of certificated service earned, (but not purchased), in this District, excluding substitute teaching, will be regarded as having greater seniority.
5. As between certificated employees unit members possessing the same seniority date as defined in Education Code Section 44845, and who possess a clear professional, standard, general, life or preliminary teaching credential, then employees with the greater number of total years of paid certificated service outside this District, excluding substitute teaching, will be regarded as having greater seniority;
6. Assuming that the preceding paragraph does not resolve ties between employees unit members having the same seniority date, employees unit members who possess a clear professional, standard, general, or life teaching credential, as opposed to employees unit members possessing only a preliminary credential or emergency permit, will be regarded as having the greater seniority for purposes of determining seniority order;
7. Assuming that the preceding paragraph does not resolve all ties between employees unit members having the same seniority date, then employees unit members possessing the greater number of multiple credentials, at least one of which authorizes service in the area of job assignment, will be regarded as having the greater seniority for purposes of determining seniority order;
8. Assuming that the preceding paragraph does not resolve all ties between employees unit members having the same seniority date, then employees unit members possessing the greater number of multiple authorizations on credentials will be regarded as having greater seniority for purposes of determining seniority order than certificated employees unit members having only single authorization credentials and supplemental authorization. Similarly, employees unit members possessing single authorization credentials and supplemental authorizations will be regarded as having greater seniority for purposes of determining seniority order than certificated employees unit members having only a single authorization;
9. Assuming that the preceding paragraph does not resolve all ties between employees unit members having the same seniority date, then employees unit members with a Ph.D. from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees unit members possessing a masters degree from an accredited institution of higher education. Similarly, employees unit members with a masters degree from an accredited institution of higher education will be regarded

as having greater seniority for purposes of determining seniority order than employees-unit members possessing a bachelors degree and an associate of arts/science degree from an accredited institution of higher education. Similarly, employees-unit members with a bachelors degree and an associate of arts/science from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees-unit members possessing a bachelors degree from an accredited institution of higher education;

10. Assuming that the preceding paragraph does not resolve all ties between employees-unit members having the same seniority date, employees'-unit member's names will be drawn randomly by the Superintendent or designee. The order of seniority will be determined by the order in which each name is drawn. All parties directly affected may be present at the time of the drawing.

ARTICLE XIV14 EVALUATION

14.1- TIMELINES FOR EVALUATIONS

Dates	Actions
September 15	Deadline for unit members to be evaluated to receive evaluation Packet (Appendix F) from the site administrator where the majority of their FTE is assigned.
October 1	Deadline for site administrators to meet with unit members individually to develop a formal evaluation plan. This plan shall include the evaluatee's selection of one (1) goal in each of the five (5) areas of the CSTP, and the scheduling of the first formal observation, pre-observation and post observation conferences.
December 15	Deadline for first formal observation using forms contained in Appendix F.
February 1	Deadline for completion of evaluation process using forms contained in Appendix F.

14.2- FREQUENCY OF EVALUATION

Probationary Unit Members

Each probationary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than December 15th and another formal observation not later than February 1st.

In addition, the district shall give each probationary unit member the name of an experienced person who may be available to provide assistance to them.

Temporary Unit Members

Each temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than December 15th and another formal observation not later than February 1st.

Temporary unit members working only the second semester shall have at least one formal observation not later than four weeks prior to the end of the second semester.

Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members who have been employed in the district for ten or fewer years, and performing satisfactorily, shall be formally evaluated every other year. Permanent unit members who have been employed in the district more than ten years, are NCLB compliant, if applicable, and whose previous evaluation rated the employee as “Exceeds Standards”, “Meets Standards”, or “Progress Evident”, shall be evaluated per Ed Code 44664, if the unit member and evaluator consent to this schedule. The unit member or the evaluator may withdraw consent at any time. Should either party withdraw consent, written notice and the reason(s) for the withdrawal shall be provided to the other party.

14.3- AREAS OF EVALUATION

The District shall evaluate, assess, and advise certificated unit member performance as it reasonably relates to the Teacher Observation / Evaluation Form:

- (1) Engaging and supporting students in learning;
 - (2) Creating and maintaining effective environments for student learning;
 - (3) Understanding and organizing subject matter for student learning;
 - (4) Planning instruction and designing learning experiences for students;
 - (5) Assessing student learning; and
 - (6) Developing as a professional educator
- This will be used for advisory purposes only and not to be considered part of the formal evaluation. Any informal observations will be used for advisory purposes only.

14.4- PRE-CONFERENCE AND EVALUATION PLAN

The unit member being evaluated and the evaluator shall meet to establish:

Not later than October 1st, the standards to be observed in the areas described in Section (3) during the evaluation period and a formal evaluation plan which shall offer the evaluatee an opportunity to sign up for the first formal classroom observation. Pre-observation conferences and post observation conferences shall be scheduled appropriately. By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting district standards in the areas of evaluation described in Section (3): video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

14.5- CLASSROOM OBSERVATIONS/POST OBSERVATION CONFERENCES

Each evaluation plan shall include a minimum of two (2) formal classroom observations and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to each observation, the evaluator shall give the unit member at least two (2) days notice.

Within five (5) days after each formal classroom observation, the evaluator shall hold a post observation conference. At this conference the evaluator will provide a formal written evaluation using the forms contained in Appendix F. A unit member who receives a negative evaluation shall be entitled to additional classroom observations, evaluation conferences and written evaluations with criteria and resources for improvement as needed.

With agreement of both the unit member and the evaluator, the number of formal evaluations may be reduced from two (2) to one (1).

If an evaluatee receives a "Progress Not Evident" in two (2) out of the five (5) agreed upon goals from the first five (5) categories on the Teacher Observation Form (Appendix F), the evaluator shall hold a conference and discuss remediating with the evaluatee prior to any further formal observations and the subsequent issuance of the Final Evaluation (Appendix F).

The final evaluation shall be based solely on agreed upon goals of evaluation listed in Section (3) and based on evidence from the Teacher Observation Form. The evaluatee shall have the right to initiate written reaction or response to the evaluations. That response shall become a permanent attachment in the evaluatee's personnel file.

An "Unsatisfactory" final evaluation shall be the result of finding "Progress Not Evident" in two (2) of the first five (5) agreed upon goals from Section (3). This may result in the placement of the unit member into the PAR Program.

All formal written evaluations will be placed in the evaluatee's personnel file.

ARTICLE XV15 PEER ASSISTANCE AND PEER REVIEW (PAR)

A. Definitions

1. PAR Committee: A committee of teachers and district staff chosen to coordinate and guarantee the smooth functioning of the PAR program.
2. Volunteer Participating Teachers (VPT): A Volunteer Participating Teacher is a teacher with probationary or permanent status who volunteers to participate in the PAR Program.
3. Referred Participating Teacher (RPT): A teacher who is referred by the principal or supervisor to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance.
4. Consulting Teacher (CT): A teacher who provides assistance to a

participating teacher (volunteer or referred) pursuant to the PAR program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures.

B. Procedures

1. PAR Committee

- a. The PAR Committee shall consist of three members, two of whom shall be certificated classroom teachers chosen by the Association. The District shall choose one district-appointed member. Ideally, one committee member shall rotate off the committee each year. Wherever possible there should be no more than two new members on the committee each year.
- b. The PAR Panel shall establish its own meeting schedule. To meet, two-thirds of the members of the PAR Committee must be present. All actions of the PAR Committee shall be taken by a vote of at least one administrator and one teacher. Meetings shall, generally, take place during the regular teacher workday. Teachers who are members of the PAR Committee may be released from their regular duties to attend meetings, without loss of pay or benefits. PAR Committee teachers shall receive a stipend of \$50 per hour if the committee meets after the regular contract day.
- c. The PAR Committee shall be responsible for the following:
 - (1.) Control all funds received for this program. No more than 5% shall be designated for administrative expenses. The funds designated for the Peer Assistance and Review program are intended to fully support that program. There shall be no encroachment on unrestricted funds. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.
 - (2.) Providing training for the PAR Committee members as needed.
 - (3.) Establishing rules of procedure, including the method for the selection of a chairperson and length of term.
 - (4.) Selecting the panel of Consulting Teachers.
 - (5.) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 - (6.) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal.
 - (7.) Making available the panel of Consulting Teachers for selection by the Participating Teacher.

- (8.) Adopting Rules and Procedures to effect the provisions of this Article. Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - (9.) Establishing a procedure for application as a Consulting Teacher.
 - (10.) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
 - (11.) Reviewing the final report prepared by the Consulting Teacher and making a report to the principal regarding the Referred Participating Teacher's progress in the PAR Program.
 - (12.) Evaluating annually the impact of the PAR program in order to improve the program.
- d. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. PAR Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
 - e. If a member of the PAR Committee becomes a Referred Participating Teacher, he/she will be dismissed from his/her duties on the PAR Panel for the remainder of his/her term.
2. Volunteer Participating Teachers (VPT)
 - a. A Volunteer Participating Teacher is any teacher who who volunteers to participate in the PAR program. Teachers new to the district or changing assignments or grade level will be encouraged to participate if they feel the need. Volunteer Participating Teachers must receive approval from the PAR Panel in order to participate. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.
 - b. Except as provided by law, all communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the PAR Committee.
 3. Referred Participating Teacher (RPT)

- a. A Referred Participating Teacher is a teacher who
 1. May be a probationary teacher not participating in BTSA;
 2. Has received an unsatisfactory formal evaluation; or.
 3. Has been referred by his or her principal to receive assistance in one or more of the following areas:
 - (a.) Engaging and supporting all students in learning;
 - (b.) Creating and maintaining effective environments for student learning;
 - (c.) Understanding and organizing subject matter for student learning;
 - (d.) Planning instruction and designing learning experiences for all students;
 - (e.) Assessing student learning; and/or
 - (f.) Performance of non-instructional duties and responsibilities.
 - b. A Referred Participating Teacher will select his or her Consulting Teacher from the list of Consulting Teachers provided by the PAR Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher and approved by the PAR Committee.
 - c. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
 - d. The Referred Participating Teacher shall not be eligible for voluntary transfer while he/she remains in the program except upon mutual agreement between the District and Association.
 - e. A Referred Participating Teacher with permanent status shall receive priority in selecting his/her Consulting Teacher. Seniority shall be determined by the provisions of Article XIII, paragraph 2 and shall determine the order of selection.
4. Consulting Teachers (CT)
- a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications.
 - (1.) A credentialed classroom teacher with permanent status.
 - (2.) Five or more years recent experience in classroom instruction.
 - (3.) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter

knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- (4.) The principal shall certify the Consulting Teacher's abilities and recommend him or her for participation.
- b. A Consulting Teacher shall be provided release time as needed and as approved by their principal.
 - c. A Consulting Teacher may have responsibilities for two (2) participating teachers. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance per year from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment will assist the Participating Teacher.
 - d. A Consulting Teacher shall be provided release time as needed and as approved by the principal of consulting teacher. If the Consulting Teacher works over his/her 30-hour allotment, he or she shall be remunerated at his/her per diem hourly rate, if pre-approved by the principal and PAR Committee.
 - e. The term of the Consulting Teacher shall be a maximum of three (3) years in one-year increments. Consulting Teachers wishing to relinquish their responsibilities after one year may do so by notifying the PAR Committee by March 1. The PAR Committee reserves the authority to fill any unforeseen vacancy. During service as a consulting teacher and for one (1) year thereafter, a consulting teacher may not be appointed to an administrative position in the District without the written agreement of the Association. This agreement shall not be unreasonably withheld.
 - f.
 - g. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. Each Consulting Teacher will receive a stipend based on the number of hours worked in the consulting capacity. The hourly rate will be \$50 per hour and the number of consulting hours will not exceed 30 hours per V/RPT per year. If asked or needed, a Consulting Teacher may work additional hours upon approval of the PAR Committee and the Consulting Teacher's site principal.
 - h. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.
 - i.
 - j.
 - k. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for

determining successful completion of the PAR Program in accordance with Education Code Sections 44500, et.seq.

- l.
 - m. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
 - n.
 - o. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written and/or oral reports to the Referred Participating Teacher for discussion and review.
 - p.
 - q. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. At that point, the Consulting Teacher shall prepare a Final Report and submit that Final Report the PAR Committee. This Final Report shall be prepared each semester following the date of the Referred Participating Teacher's referral to this Peer Assistance and Peer Review Program. With agreement from the PAR Panel, this twelve-month period may be extended in six-month increments. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her comment before it is submitted to the PAR Panel. The Referred Participating Teacher shall have the right to submit a written response to the Final Report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Panel and to be represented at this meeting by the Association representative of his or her choice. The Referred participating Teacher's signing of the Final Report does not necessarily mean agreement, but only that he or she has received a copy of the Final Report.
 - r. The Consulting Teacher's Final Report and the Referred Participating Teacher's comments shall be available for placement in the Referred Participating Teacher's personnel file, and may be used in the evaluation of the Referred Participating Teacher at his/her request.
5. Indemnification/Negotiations
- a. To the extent that the member is covered by district liability insurance, the District agrees to indemnify and hold harmless and provide a defense for to any Association member or any Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Association's participation in peer Assistance and Peer Review. The Association retains the right to select its own attorney to represent it in such actions, at Association expense, , and in that case to maintain complete control of the litigation.
 - b. Both DUTA and the district mutually agreed to reopen this article annually for review and evaluation.

ARTICLE XVI
EMPLOYEE BENEFITS

1. HEALTH INSURANCE

2010-2012:

The Board shall provide unit members and their eligible dependents with a health insurance plan offered by the Butte Schools Self Funded JPA. Teachers who are at least half time may select any plan offered by the JPA. The maximum premium paid shall be \$648 per month.

The Board shall provide all full-time unit members with a medical plan as provided for in the collective bargaining agreement and all full-time unit members shall be required to participate in a plan.

Unit members who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive full insurance coverage to be paid by the Board for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

Unit members on board approved unpaid leaves of absence shall have the option to pay health insurance premiums for the period of the leaves at the group rate.

2012-2013:

Effective July 1, 2012, the Board shall provide unit members and their eligible dependents with a health insurance plan offered by the Butte Schools Self-Funded JPA. ~~Teachers~~ Unit members who are at least half time may select any plan offered by the JPA. The maximum premium paid shall be \$745 per month.

The Board shall provide all full-time unit members with a medical plan as provided for in the collective bargaining agreement and all full-time unit members shall be required to participate in a plan.

Unit members who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive full insurance coverage to be paid by the Board for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

Unit members on board approved unpaid leaves of absence shall have the option to pay health insurance premiums for the period of the leaves at the group rate.

1.1.2 DENTAL INSURANCE

2010-2012:

The Board will provide employees and their eligible dependents with a Delta Dental

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~~service insurance plan. The maximum premium contribution paid shall be \$112 per month.~~

~~**2012-2013:**~~

Effective July 1, 2012, the Board will provide employees and their eligible dependents with a Delta Dental service insurance plan. The maximum premium contribution paid shall be \$126 per month.

1. 16.3 VISION INSURANCE

~~**2010-2012:**~~

~~The Board will provide vision insurance for employees and their eligible dependents. The maximum premium contribution paid shall be \$20 per month.~~

~~**2012-2013:**~~

Effective July 1, 2012, the Board will provide vision insurance for employees and their eligible dependents. The maximum premium contribution paid shall be \$20 per month.

~~16.4-~~ DISABILITY INSURANCE

The Board will provide disability insurance for employees as indicated by the disability insurance policy (UNUM through August 31, 2007; Standard Insurance Company effective September 1, 2007) currently in effect. The maximum premium paid shall be 0.22% of eligible unit member's salary.

~~16.5-~~ DURATION OF BENEFITS

Should a ~~teacher's-unit member's~~ employment terminate, said ~~teacher-unit member~~ shall be entitled to continue coverage under the health care and dental plan for the period required by the Consolidated Omnibus Budget Reconciliation Act of 1989 (COBRA), which was eighteen (18) months at the time of this publication. Said ~~teacher-unit member~~ shall pay the premium for the continued coverage. In the event said ~~teacher-unit member~~ qualifies under COBRA, ~~teacher-unit member~~ may opt to continue coverage for health insurance to the limits of COBRA at his/her own expense.

Any ~~employee-unit member~~ who has been employed by the district for fifteen (15) consecutive years, and resigns, shall have the option of purchasing the group Blue Cross, Delta Dental and vision insurances at the ~~employee's-unit member's~~ expense, consistent with regulations of the JPA. At no time will the district incur any expense for this insurance.

~~16.6-~~ PRORATED BENEFITS

The district shall provide prorated benefits for all part-time ~~certificated employeesunit members~~ who work half time or more. Proration shall be as hours worked bear to the full-time hours of assignment. Elementary (as per hours worked), Intermediate (each

period equals 1/65), High School (each period equals 1/5).

16.7: FUTURE BENEFIT INCREASES

The Board and the association agree that the employee-unit member and the district shall share, on a 50/50 basis, premium increases for medical, dental and vision insurance coverages, without prejudice, until such time as an agreement can be ratified. For this purpose, the association-Association authorizes the district-District to make payroll deductions based on a 10 month calculation from those unit members under such coverage, and the district-District will send notification of said changes to each employeeunit member.

16.8. RETIREMENT INCENTIVE PROGRAM

A. GOLDEN HANDSHAKE

Pursuant to Education Code Section 22714, the District will offer, to its employees who qualify, the Golden Handshake retirement program in the 2006-07 school year only

The following must apply:

- (a) The employee must apply to the District in writing before March 1, 2007.
- (b) The employee must qualify and retire from active service as a teacher in California.
- (c) The employee shall receive two years of service credit towards retirement.
- (d) The District will pay the entire cost of the two additional years of service credit to the Teachers' Retirement Fund.
- (e) The district must be able to certify to STRS that the cost of this benefit will result in no cost to the employee or STRS.

B. During contract negotiations for the 2007-08 school year, the parties agree to negotiate replacement language for Article XVI, 8 Golden Handshake. That paragraph will be renamed "Retirement Incentive Program" and will contain the following minimum provisions:

The provisions of this paragraph Article 16.8 will be renegotiated during negotiations for in the 2013-142024-2025 school year.

A. STRS 2-Year Retirement Incentive

1. The District will offer, during the 2008-092014-2015 and 2024-25 school years only, the STRS 2-Year Retirement Incentive Program pursuant to Education Code Section 22714 to all eligible employeesunit members. The District will open a retirement window of April 1, 201509 through June 30, 201509 and April 1, 2025 through June 30, 2025.-
- 2.
- 3.
4. Eligibility:
 - a. The unit member's retirement date must be within the retirement window designated per paragraph 16.8.A.1., above.

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- b. The unit member must apply to the District in writing on or before March 1st preceding his/her retirement date.
- c. The unit member must qualify for STRS retirement and retire from active service as a teacher in California.
- d. The unit member shall receive two years of service credit towards retirement.
- e. The District will pay the entire cost of the two additional years of service credit to the Teachers' Retirement Fund.
- f. The district must be able to certify to STRS that the cost of this benefit will result in no cost to the employee or STRS.
- g. All unit members applying for the incentive will be notified of their eligibility for the incentive by the March 15th immediately following the March 1st notification deadline.

B. 403(B) Contribution

1. For the ~~2007-08, 2009-10, 2010-11, 2011-12, 2012-13 and 2013-14~~ 2016-17, 2018-19, 2020-21, 2022-2023 school years, the district will offer retirement incentives in an amount equal to the lesser of:
 - a. 25% of the salary amount in Step 20, Class IV of the Certificated Salary Schedule (Appendix A), or
 - b. the maximum annual deferral per Internal Revenue Code section 403(b).
2. This incentive will be offered to no more than four eligible unit members in each of the school years listed in paragraph B.1., above.
3. The incentive amount will be paid as a contribution to the unit member's 403(b) account within 30 days following the unit member's date of retirement. The unit member must have, by the unit member's date of retirement, a 403(b) account into which this contribution may be deposited.
4. Eligibility:
 - a. The unit member must have been employed by the district in a unit position for 17 school years by the date of retirement. A fractional year will count as one year when the unit member taught 100 days or more of that school year. There is no proration or reduction in benefit for employees who did not work 100% FTE in a given year, i.e. a full school year at 20% FTE counts the same as a full school year at 100% FTE.
 - b. The unit member's retirement date must be between December 1 and December 30 or June 1 and June 30 of the school years listed in paragraph B.1., above.

- c. The unit member must apply to the District in writing on or before March 1st preceding his/her retirement date.
- d. When more than four eligible unit members apply, the four retirement incentives will be awarded to the four unit members with the greatest STRS-equivalent service credit earned in the district.
- e. A unit member bumped per paragraph 4.e., above, will have priority eligibility (regardless of seniority date) in the subsequent contract year in which the 403(b) retirement incentive is offered per paragraph B.1., above. If the unit member does not apply for the retirement incentive in the subsequent year, the priority eligibility status is waived.
- f. All unit members applying for the incentive will be notified of their eligibility for the incentive by the March 15th immediately following the March 1st notification deadline.

16.9- POST-RETIREMENT BENEFITS

A. ELIGIBILITY

The Board shall provide retiring unit members with post-retirement benefits providing each of the following conditions are met:

1. The unit member must have worked for the Durham Unified School District for twelve years immediately prior to retirement, inclusive of Board approved leaves;
2. The unit member must submit his/her resignation during the current school year;
3. The unit member must be at least 55 years of age at the time of retirement or qualify for STRS disability retirement if under age 55;
4. The unit member must qualify for and be in the process of receiving retirement benefits under State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS);
5. The unit member must be an active member in the health insurance program at retirement; and
6. The unit member must have accrued the STRS-equivalent of 10 (ten) full-time years of service credit in the district.

Post-retirement benefits shall cease upon the death of retiree.

Consistent with Education Code section 7000 and regulations of the Butte School Self-Funded Programs JPA, all unit members who are participating in the district-paid medical, dental and vision insurance program at the time of retirement may continue to purchase any insurance available through the district's plan at unit member's own cost after retirement. When a retiree terminates his/her coverage through the district insurance plan, his/she will not be able to reinstate coverage through the district insurance plan.

B. BENEFIT OPTIONS

Unit members qualifying for post-retirement benefits may elect one of the following benefits at the time of retirement. This election is irrevocable and may not be changed.

1. Medical Insurance Contribution: The maximum monthly district-paid contribution to post-retirement medical insurance premium paid by the district shall be no more as follows:

<u>Years of Monthly Benefit</u>	<u>Monthly Contribution Amount</u>
5	\$720
6	648
7	576
8	504
9	432
10	360

2. Cash Payment: Four (4) annual cash payments of \$8,700 payable on July 31 of each year commencing with the July 31st immediately following unit member’s retirement date.

The retiree will be responsible for all self-employment and income taxes payable on these cash payments. This option will sunset at on June 30, ~~2014~~2025, and may be extended if both parties agree to an extension.

The ~~district~~District agrees to meet with an ~~association~~Association representative to discuss insurance/JPA issues.

ARTICLE ~~XVII~~17
SALARIES

17.1- The salary schedules and salary classifications requirements are set forth in Appendix- Appendices A, B, C, and D attached.

The extra-duty hourly rate of pay is calculated as an hourly rate of Step 1, Column1 of the salary schedule in Appendix A. This is for work completed outside of the regular contract hours and for any teachers paid from the adult education fund.

Bargaining Unit members teaching in their credentialed areas outside of their contracted and professional day hours shall receive an hourly rate based on their placement on the salary schedule.

17.2- Absences will be docked based on the actual time absent from an assignment. Absences will be recorded in the following increments:

DES	6 49 minute periods = 1 day
DIS	6 48 minute periods = 1 day
DHS and Independent Study	5 56 minute periods = 1 day
MHS	6 50 minute periods = 1 day

Comment [2]:
3/19/13 7:40 PM
Christy Patterson March 19, 2013
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TA 10/17/06

2010-2012:

~~Compensatory leave earned when substituting for a district staff member may be accumulated. Employees may request compensatory leave only (a) in full day increments and (b) when an outside substitute is available to fill the assignment. This request must also be approved in advance by the site principal.~~

~~Compensatory leave not utilized by the end of the school year will be paid on the June variable payroll (paid by July 10th) in the following manner: number of periods accumulated divided by the total contract periods above times the full day substitute rate in effect at the end of the school year (\$80 effective January 1, 2002.)~~

2012-2013:

Compensatory leave earned when substituting for a district staff member may be accumulated. Employees may request compensatory leave in full, half-day, or single period increments. Use of full or half-day compensatory leave is conditioned upon availability of an outside substitute to fill the assignment. Compensatory leave may be used in single period increments when no substitute is required. Request for use of compensatory leave earned must also be approved in advance by the site principal

Compensatory leave not utilized by the end of the school year will be paid on the June variable payroll (paid by July 10th) in the following manner: number of periods accumulated divided by the total contract periods above times the full-day substitute rate in effect at the end of the school year (\$80 effective January 1, 2002.)

- | 17.3- The District shall prorate salaries for part-time ~~certificated employees~~ unit members. Proration shall be as hours worked bear to full-time hours of assignment; Elementary (as per hours worked), Intermediate (each period equals 1/65), High School (each period equals 1/5). It is agreed and understood that these calculations may result in a salary of more than 100% in the case of an employee assigned to more than one school site.
- | 17.4- Compensation will be given for multiple credentials/authorizations if the credential is a requirement of the present assignment. Compensation shall be 5.25% of the teacher's base salary for each additional credential required. The percent is based on the percent difference between Column II, Steps 1 and 3. If at any time an assignment is changed requiring a lesser number of credentials, the compensation will be removed.
- | 17.5- Compensation will be given for a combination grade-level assignment in kindergarten and grades 1-6. Compensation shall be 5.25% of the teacher's base salary. The percent is based on the percent difference between Column II, Steps 1 and 3. If at any time an assignment is changed to a single-grade level assignment, the compensation will be removed.

ARTICLE XVIII
SAVINGS PROVISIONS

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX
SUPPORT OF AGREEMENT

The ~~district-District~~ and the ~~association-Association~~ agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. Therefore, it is agreed that the ~~association-Association~~ and ~~administration-Administration~~ will support this agreement for its term and will not appear before any public bodies to seek change or improve in any matter subject to the ~~meet-meet-and-and~~-negotiate process except by mutual agreement of the ~~district-District~~ and the ~~association-Association~~.

ARTICLE XX
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this agreement shall prevail over ~~district-District~~ practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in the ~~agreement-Agreement~~ such practices and procedures are discretionary.

ARTICLE XXI
SIGNATURES

This agreement settles all issues through June 30, ~~2013~~2014.

President, Board of Education

Chief Negotiator, DUTA

Date

APPENDIX A
CERTIFICATED SALARY SCHEDULE
2010-2013/2013-2014

	183 Days / 7 hours per day			
	I	II	III	IV
Step	AB	AB + 30	AB + 45	AB + 60
1	38,977	40,094	41,239	42,418
2	39,991	41,135	42,312	43,521
3	41,030	42,206	43,412	44,653
4	42,097	43,302	44,539	45,816
5	43,190	44,429	45,697	47,006
6	44,314	45,583	46,887	48,228
7	45,466	46,768	48,106	49,482
8	46,649	47,984	49,356	50,769
9	47,863	49,232	50,639	52,088
10	49,107	50,511	51,957	53,442
11	50,383	51,824	53,307	54,832
12		53,172	54,692	56,257
13		54,554	56,116	57,722
14			57,575	59,222
15			59,071	60,762
16				62,341
17				63,962
18				65,626
19				67,331
20				69,082
22				70,361
24				71,662
26				72,987
28				74,337
30				75,712

Extra Duty Hourly Rate: \$30.43

Effective: July 1, 2010

Adopted: June 20, 2012

APPENDIX B
EXTRACURRICULAR SCHEDULE

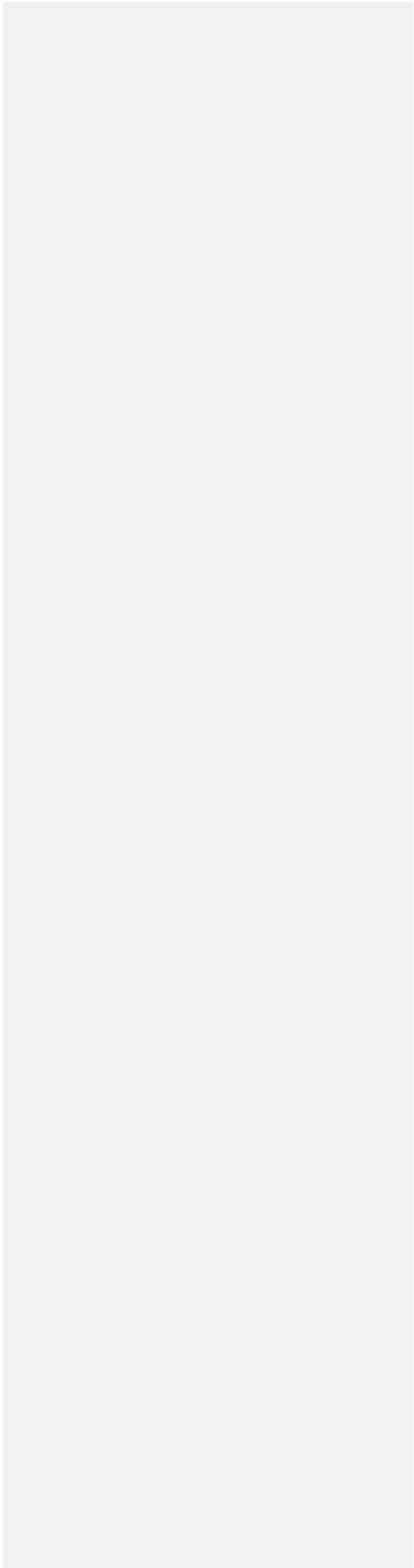
Stipend	Pay	
F.F.A. (school year)	10%	of current salary
F.F.A. (summer, 18½ days)	10%	
Counselor, grades 10-12 (summer, 18½ days)	10%	
Counselor, grades 7-9 (summer, 18½ days)	10%	
Mission High School Lead Teacher	10%	
Independent Study Lead Teacher	10%	
DHS Discipline Assistant	10%	
Band	10%	
DES VAPA Evening Performances	4% see Appendix E-2	
Elementary School Student Council	2%	
Outdoor School Advisors	1%	
G.B.C.	5%	Based on Column II at longevity level in that activity
Block D	5%	
Academic Decathlon	4%	
High School Yearbook, if the course is single section	4%	
High School Newspaper (if not a regular class)	3%	
High School Drama Advisor	3%	
Intermediate School Yearbook	2%	
DIS Discipline Assistant	\$2,000	
DHS Athletic Director	\$6,000	
Technology Steward	\$8,000 per year	
Technology Site Stewards	Extra-duty hourly rate	

ON-STAFF COACHING ASSIGNMENTS

DHS Varsity		DHS Junior Varsity	DHS Assistant	DIS 7th & 8th	DIS 6th
Football (1)	Baseball (1)	Football (1)	Football (2)	Girls Basketball (2)	Girls Basketball (1)
Boys Basketball (1)	Golf (1)	Boys Basketball (1)	Baseball (1)	Boys Basketball (2)	Boys Basketball (1)
Girls Basketball (1)	Swimming (1)	Girls Basketball (1)	Softball (1)		
Girls Soccer (1)	Volleyball (1)	Volleyball (1)	Wrestling (1)		
Boys Soccer (1)	Wrestling (1)	Track (1)	Track (1)		
Softball (1)	Track (1)	Softball (1)	High School		
Cross Country (1)		Baseball (1)	Cheer		

			Advisor (1)		
Years*					
1-3	1,600	1,300	1,100	900	600
4-6	1,900	1,500	1,200	1,200	800
7-9	2,200	1,700	1,300	1,500	1,000
10+	2,500	1,700	1,300	1,500	1,000

* Years coaching in the particular sport in Durham



The Board may allow up to five (5) years' credit for experience outside of the district.

Coaches in the district who accept a new coaching assignment will be given year-for-year credit up to five years, and one year of credit for each two years of experience above five years.

This list represents existing sports and coaching assignments. Should additional sports or assignments be made, compensation would be based on placement in one of the five categories listed above.

Head coaches in varsity sports will be paid an additional \$150 per week for each week after the regular season ends when their teams qualify for a playoff position or when an athlete qualifies for a sectional meet or tournament and beyond.

APPENDIX C
BASIC TEACHERS' SALARY SCHEDULE

1. CLASSIFICATION BY PROFESSIONAL PREPARATION

~~Teachers-Unit members~~ shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the following school year after the new classification requirements have been met.

2. INITIAL STEP PLACEMENT

~~Teachers-Unit members~~ shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous ~~teaching~~ experience at public or private institutions. ~~Teachers-Unit members~~ will be given a maximum of one year service credit for military service. ~~Teaching-experience~~Experience, for salary schedule placement purposes, may include all experience in positions requiring certification qualifications. Prior teaching experience shall earn one step per year to maximum of nine years and one year of credit for each two years of teaching experience above nine years. One year of credit shall be allowed for fractional parts of a year if that fractional part of a year exceeds the equivalent of 100 full-time teaching days in Durham Unified School District. Graduate credit shall be granted for graduate units taken in the last semester of the senior year, provided that these units are above and beyond requirements for the B.S. or B.A. degree.

3. STEP REQUIREMENTS

Advancement on the salary schedule shall be at the rate of one step for each year of ~~teaching~~ experience or a fractional part of a year if that fractional part exceeds the equivalent of 100 full-time teaching days.

4. GRADUATE DEGREE RECOGNITION

~~Certificated personnel~~Unit members holding advanced degrees shall be paid as follows:
Masters - 2% of their base salary
Doctorate- \$600.00 annually, in addition to a Master's stipend if they have a Master's degree.

5. UNIT CONVERSION

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that when added to the other semester units is within one half unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the ~~teacher-unit member~~ shall be placed on the next column.

The ~~district~~District shall provide any ~~teacher-unit member~~ a statement of the number of units that the district has on file for that ~~teacher-unit member~~ at the ~~teacher's-member's~~

request.

6. VOCATIONAL ASSIGNMENTS

For the purpose of salary schedule placement, a credit of two years' experience will be granted, provided the following conditions are met:

- a. The individual holds or previously held a vocational credential granted on the basis of vocational experience or has a minimum of five years of documented and verified vocational experience in the subject matter
- b. The conditions in paragraph a., above, qualify the instructor to teach a subject for which he or she is currently assigned.

Any time the vocational assignment is changed, the experience credit will be reduced two (2) steps for each credential not required.

7. PROFESSIONAL GROWTH OF TEACHERS

- a. The notice of completion of the work shall be filed in the personnel office by September 1 of the year that the work is to be counted for salary purposes. A ~~teacher-unit member~~ who fails to complete a training condition (professional growth requirement) within the required time shall not receive further salary increases until requirements for such conditions have been met.
- b. Each year the ~~district-District~~ will convene a Professional Development Committee made up of three (3) teachers appointed by the ~~association-Association~~ and two (2) ~~board-Board~~ representatives.
- c. The Professional Development Committee shall monitor the following guidelines for determining professional growth and proper placement on the salary schedule:
 - I. Guidelines for Determining Units to be Granted
 - a. All units in this classification must have been taken after date of the basic B.A. or B.S. degree or graduate units taken during the last semester of the senior year, provided that these units are above and beyond requirements for the B.A. or B.S. degree.
 - b. Courses acceptable are those related to the ~~employee's unit member's~~ job or to improvement of the ~~employee's unit member's~~ qualifications.
The approval process for units to be considered is as follows:
 - 1. The ~~district-District administration-Administration~~ shall determine if courses are acceptable in accordance with category B (above).
 - 2. Any course not approved by the site principal may be submitted in writing to the Professional Development

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Committee for consideration.

- c. It is recommended that approval be granted prior to enrollment in courses.

II. Non College Credit - Workshops, Conferences or Clinics Outside the District

a. Professional growth credits granted for workshops provide a means of earning credits other than from an accredited college or university. The work approved under this program is acceptable for meeting salary hurdles and for moving from one column to another on the salary schedule. These credits must be approved by the building principal or the Professional Growth-Development Committee.

- b. The amount of credit will be granted on as objective a basis as possible when the activity has been completed. The evaluators (building principal and Professional Growth-Development Committee) will recognize the time element as one phase of evaluation. In view of this, the following approximate time schedule per unit of credit has been suggested:

30 hours = 2 units
15 hours = 1 unit
8 hours = 1/2 unit

- c. Educational Workshops or conferences: Approved units will be granted at the same rate as indicated in B above.

1. Staff-Unit members who attend educational workshops or conferences outside of regular school hours will receive units counting for column advancement, providing they pay their expenses to said conference.
2. Staff-Unit members who attend educational workshops or conferences on a regular teaching day, paying for the cost of attending the conference, will also receive credit for such attendance. This is limited to 2 days per year.
3. Staff-Unit members who attend educational workshops or conferences outside of regular school hours may receive units, providing they pay their expenses to said conference.

III. Travel, Research and Employment

- a. Credit may be obtained for travel, research or practical work in the field which contributes materially and directly to the advancement of the professional assignment. One training condition may be met

by travel (4 units maximum), and one by research (4 units maximum) during the total period of employment. A total of 12 units maximum is possible.

- b. Staff Unit members seeking professional improvement through travel, research or practical work must first receive approval and directions from the Professional Development Committee before they are undertaken.
- c. The following conditions must be met:
 - 1. The person is to submit a preliminary report or letter to the Professional Development Committee thirty (30) days preceding the trip, research project or work experience. The report should describe the proposed project (or trip) in general and list the benefits expected from the experience.
 - 2. Travel must be of at least two weeks' (seven days per week) duration for two units.
 - 3. The person must return from a trip with some sort of visual material (slides, snapshots, etc.) to be used in the classroom. The person should also indicate a willingness to share travel experiences and visual aids with other classes and staff members.
- d. Professional Committee Tie Arbitration. In the event of a tie in a vote by the ~~professional~~ Professional development-Development committee Committee and an inability to determine appropriate placement on the salary schedule, an independent arbitrator will make a recommendation for placement to the administrator.

APPENDIX D
CONTRACT DISTRIBUTION

- ~~1. All teachers in the district shall be given a written contract of their employment.~~
- ~~2. All new teachers to the district shall be given a complete copy of the agreement made between the Board and the association for the year they are employed.~~
- ~~3. Complete updated copies of the contract will be placed in the office and faculty room at each school. Additional copies may be obtained from the district office on a checkout basis. Two copies will be given to the association.~~

APPENDIX ED
EXTRACURRICULAR ACTIVITIES

The following definitions are provided in order to explain the extracurricular schedule.

CLUBS

The advisor shall determine the number and times of meetings and activities in which the club shall participate during the academic year.

BAND

It will be the responsibility of the band director and the site administrator to mutually agree upon the performance schedule of the high school bands, 7th and 8th grade bands, 6th grade band, and 5th grade band during the academic year.

ACTIVITY BOARD/STUDENT COUNCIL

Members of the Activity Board and Student Council will meet no more than two (2) hours per month. Provision will be made by the school site principal for the sponsoring teachers to have a thirty (30) minute duty-free lunch, according to the contract and the ed. code, when meetings take place during lunch.

PARENT CONFERENCES

The dDistrict will provide adequate time for parent-teacher conferences. In the fall, this will consist of the equivalent of five (5) minimum days at the elementary school and the equivalent of three (3) minimum days at the intermediate school. In the spring, this will consist of the equivalent of two (2) minimum days at the elementary school.

PARENT/COMMUNITY EDUCATION

The teacher-unit member will be paid current hourly wage as per Article XVII17 for each hour of preparation time and per hour for all required evening parent/community education meetings (one hour prep for each one hour meeting). This includes, but is not limited to Quest, kindergarten program introduction, GATE, Human Growth and Development, and other parent orientation meetings for new programs. The principal shall inform the teacher-unit member if prep time is required.

DETENTION

Teachers-Unit members may be assigned to no more than four (4) hours of detention supervision per year at their site.

1. High school detention will be held after school.
2. Intermediate school detention will be held before or after school.

CHAPERONED DANCES

~~Teachers-Unit members~~ at the high school and intermediate school sites may be required to chaperone not more than two dances per year.

SUMMER ACTIVITIES

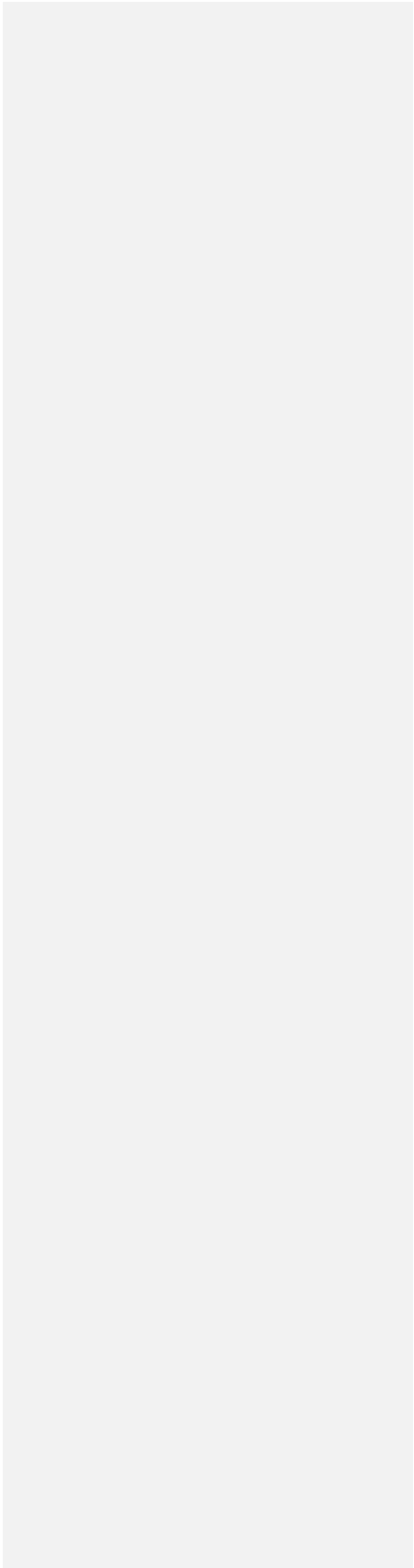
~~Teachers-Unit members~~ who are required to work beyond the 183 (185 for first year probationary and temporary teachers) contract days shall be compensated at the current hourly wage as per Article ~~XVII-17~~ for their services. This shall include hiring committees, SIP meetings, 6th grade orientation, summer workshops, and kindergarten screenings.

BACK TO SCHOOL NIGHT/OPEN HOUSE

Teachers will attend one Back to School Night and one Open House for no longer than 1.5 hours each.

VISUAL AND PERFORMING ARTS

1. A stipend of 4% of the teacher's regular salary will be paid to the elementary school Visual and Performing Arts Teacher for up to five classes in each of three grade levels (1.33% per grade level) for regularly scheduled evening performances produced. An additional 1% stipend will be paid to the VAPA teacher for regularly scheduled evening performances for any additional grade level.
2. The stipend is compensation for rehearsals, preparing scripts, costuming, organizing sets and staging, working with parents, and other associated activities.
3. Regular classroom teachers assisting with these performances shall receive compensation for 1.5 hours per performance at the extra duty hourly rate.
4. All stipends paid shall not exceed the amount allocated in the Visual and Performing Arts Grant.
5. If the Visual and Performing Arts Grant monies become non-existent, this Visual and Performing Arts provision shall be renegotiated.



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APPENDIX FE
EVALUATION FORMS

APPENDIX GF

SIDE LETTERS

