

AGREEMENT BETWEEN:

**DIXON UNIFIED SCHOOL DISTRICT
AND
DIXON TEACHERS' ASSOCIATION,
CTA/NEA**

JULY 1, 2019- JUNE 30, 2022
(REVISED OCTOBER 2019)

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PREAMBLE

The Articles and provisions contained herein constitute the full and complete understanding between the Governing Board of the Dixon Unified School District, hereinafter the Board, and the Dixon Teachers' Association, CTA/NEA, hereinafter the Association. The parties agree as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Dixon Teachers' Association, CTA/NEA, as the exclusive bargaining agent for certificated employees in an appropriate bargaining unit INCLUDING all permanent and probationary certificated employees of the District, including classroom teachers, reading specialists, resource teachers, elementary prep time teachers, educational specialists, counselors, librarians, psychologists, Special Education Pre-School teachers, school nurses, and temporary teachers who have served or who have contracts to serve at least seventy-five percent (75%) of the days school is in session (as defined by Education Code Sections 44908 and 44918, all subject to exclusions below); and EXCLUDING all positions which have been designated by District as management, confidential, or supervisory, all long and short-term substitutes, except those who have served in one position for at least seventy-five percent (75%) of the days school is in session (as defined above), and all temporary teachers who do not meet the seventy-five percent (75%) standard set forth above; also, all summer session teachers and all adult education teachers. The term teacher as used hereinafter shall mean the employees included in the appropriate bargaining unit.

Joint Statement of Collaborative Working Relationship: It is in the best interests of the students, employees and administration of the Dixon Unified School District for the District and the Association to cooperatively engage in activities and communication which demonstrate mutual respect for all stakeholders and to develop common goals through a cooperative, trusting environment and teamwork. It is the shared belief that actively and constructively involving all relevant stakeholders contributes significantly toward achieving these goals.

Common Goals:

- Improve Student Achievement and Growth
- Maintain safe and positive school environments
- Recruit and retain highly qualified teachers
- Provide relevant and high quality professional development that addresses district and teacher needs
- Balance the needs of all stakeholders in the distribution of district resources

Both the District and Association recognize that meeting these goals is dependent on many factors being acknowledged, understood, and discussed in the engaged and collaborative manner described above. The District and the Association recognize that our negotiations must consider these many factors.

Salaries must be competitive with other districts and effectively assist in attracting and retaining high-quality employees. Health and welfare benefits must similarly meet the interests of the employees who receive them as well as the District with regard to cost and long-term obligations. The escalating contributions the District must make to STRS for employee retirement must be factored into the process of determining overall employee compensation through the negotiations process. The standard of total compensation will serve as the principle upon which discussions and negotiations around salaries and benefits are held.

Both parties also acknowledge that providing an environment where students make continued progress in their academic and social development, and in which employees are successful and satisfied in their work, is dependent on factors in addition to salary and benefits. Class sizes; support staff; professional development and training; instructional materials and equipment, including technology; adequate facilities and furnishings; health and safety systems and practices; and other factors contribute to meeting the goals above, but are also a demand for the financial and other resources of the District. Recognition and inclusion of these elements in the on-going relationship and communication between the parties, as well as the negotiations process each year, will assist in providing clarity and full collaboration opportunities.

ARTICLE II - ORGANIZATIONAL SECURITY

1. The Association shall have the right to make use of school buildings for meetings at all reasonable hours when the facilities are not otherwise occupied, and prior arrangements have been made with the site administrator or designee. Regular Association meetings will be on the third Thursday of each month. Teachers may leave fifteen (15) minutes after the end of the student day to attend Association meetings. If no meeting has been scheduled by the president or designee two weeks in advance, the District may schedule other meetings. The Association president and designee may attend monthly Cordelia Regional Resource Center.
2. The Association shall be provided with a bulletin board in each school in an area normally frequented by teachers on which it may post notices of activities and matters of concern to the Association.
3. Authorized representatives of the Association shall be permitted to transact Association business on school property whenever schools are open provided the activity does not interrupt or interfere with the performance of teachers' assigned responsibilities.
4. The Association may use inter-district mail service, mailboxes and district e-mail provided such use does not increase the normal time or activity spent by non-unit employees.
5. The District shall deduct Association membership dues only, in equal amounts beginning with the payroll check in September. Such dues shall be transmitted to the Association treasurer or designee accompanied by an alphabetical list of members for whom such deductions have been made, indicating the sum withheld for each person.
- 6.- Within 30 days of commencement of assigned duties with the bargaining unit, any unit member who is not a member of DTA/CTA/NEA or who has not applied for membership shall become a fee payer or pay an equal amount to a charitable fund as provided in paragraph 7. (A fee payer pays to the Association an amount equal to all membership fees.)

The employee may pay such fees in a lump sum directly to the Association or authorize monthly payroll deductions. If the unit member makes no payment to the Association or does not authorize payroll deductions as provided above, the District, upon notice from the Association shall begin automatic payroll deductions as a fee payer as provided in Education Code Section 45061.

7. Any employee who has personal objections to the payment of the fee, or who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support DTA/CTA/NEA as a condition of employment; except that such employee shall pay, in lieu of a service fee sums equal to such service fee to one or more of the following charitable funds exempt from taxation under section 502© (3) of Title 26 of the Internal Revenue Code: DIXON TEACHERS' ASSOCIATION SCHOLARSHIP FUND, FOUNDATION TO ASSIST CALIFORNIA TEACHERS, DIXON FAMILY SERVICES, DIXON CHAPTER AMERICAN FIELD SERVICE, DIXON FFA, DIXON UNITED WAY, DUSD SCHOLARSHIP FUND OF CHOICE (see District or DTA for a list of acceptable scholarships) DIXON TEACHERS ASSOCIATION SCHOLARSHIP FUND, DUSD INSTRUCTIONAL MATERIALS OR LIBRARY ACCOUNTS, DIXON COMMUNITY EDUCATION FOUNDATION. Teachers contributing to one of the above funds shall not have any control or influence over the expenditure of such funds or receive direct or indirect benefit from the use of such funds. Such payments shall be made on or before September 30, the same date cash dues/fees are due each school year or shall be deducted monthly the same as dues/fees.
8. Proof of payment and a written statement of objection along with verifiable evidence of membership, if applicable, in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 30, the date cash dues/fees are due each school year. If Payroll deduction is chosen, the written statement of objection must identify the recipient from the list in Section 7 of this article.

9. Any unit member making payments as set forth in 7. and 8. above and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

10. Teachers may switch among the three categories above (member, fee payer and charitable contribution) by notifying the District and the Association of their intent in writing.

11. The Association and the District agree as follows:

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation (and to pay any judgment or settlement liability arising out of such challenge).

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.

12. The District shall inform the Association in advance of adopting any Districtwide policies that affect the terms and conditions of employment or that relate to personnel matters concerning certificated employees. Notice shall be sufficient to permit the Association to comment on proposed policies before they are formally adopted. The District and Association shall periodically evaluate the efficacy of this process.

13.1 District Notice to DTA of New Hires

13.1.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of their employment status, policies and procedures benefits, duties, responsibilities, and other related matters.

13.1.2 The following new Bargaining Unit Member information will be sent from the District to the DTA President and DTA Membership Chair in Excel or another agreed-upon format, within twenty (20) days of the employee's date of hire:

- a) Name (First and Last)
- b) Home Address (Address, City, State, Zip Code)
- c) Phone Numbers (Cell, Home)
- d) Home and Work Email Address
- e) Birthday Month/Day (provided by separate report)
- f) Job Class
- g) FTE
- h) Date of Hire
- i) School Site (Location Description)
- j) Grade Level (elementary)/Assignment (secondary)*
- k) Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)

*For Secondary New Hires, the "Assignment" is defined as the Department the newly hired employee will be working in.

13.2 New Employee Orientations

13.2.1 The District shall conduct a New Employee Orientation with newly hired certificated employees on a day prior to the start of the school year.

13.2.2 Newly hired employees, and DTA designees, will be compensated for their attendance at the District's New Employee Orientations at the non-instructional hourly rate of pay.

13.2.2.1 The ratio of DTA designees to newly hired employees for the purpose of the orientation will be as follows:

- 1 -3 new hires: 1 DTA designee;
- 4 -9 new hires: 2 DTA designees;

10+ new hires: 3 DTA designees

13.2.3 The District will provide written notice of the date, time, and location of the New Employee Orientation by electronic email to the DTA President and DTA Membership Chair at least seven (7) work days in advance of the orientation meeting.

13.2.4 DTA shall be provided up to one (1) hour of uninterrupted time at the New Employee Orientation meeting to meet with the newly hired employees.

13.2.5 DTA designees shall conduct the union orientation and “designees” include but are not limited to a Union representative, DTA officers or stewards.

13.2.6 The District Administration will excuse themselves during the Association’s orientation time.

13.2.7 For employees hired after the New Employee Orientation date, the District shall conduct a separate New Employee Orientation within ten (10) employee work days from date of hire, at a time after the employee’s duty day ends.

13.2.8 The District will provide written notice of the date, time, and location of the New Employee Orientations by electronic email to the DTA President and DTA Membership Chair at least seven (7) work days in advance of the orientation meeting. A shorter notice may be provided by mutual agreement in a specific instance where there is an urgent need critical of the District’s operations that were not reasonably foreseeable.

13.2.9 DTA shall be provided up to one (1) hour of uninterrupted time at the New Employee Orientation meeting

13.3 Bargaining Unit Member Information

13.3.1 The following information for all Bargaining Unit Members will be sent from the District to the DTA President and DTA Membership Chair in Excel or another agreed-upon format on the last working day of September and February, and June 30:

- a) Name (First and Last)
- b) Home Address (Address, City, State, Zip Code)
- c) Phone Numbers (Cell, Home)
- d) Home and Work Email Address
- e) Job Class
- f) FTE
- g) Date of Hire
- h) School Site (Location Description)
- i) Grade Level (elementary)/Assignment (secondary) (provided by separate seniority listing)
- j) Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)
- k) Birthday Month/Day (provided by separate report)
- l) Status Change Reason * (This category will be reported only on June 30 report and includes, Leave of Absence, Retired, Non-Reelect, Resigned, Transfer out of Bargaining Unit)

ARTICLE III - PROFESSIONAL GROWTH

DTA and the District believe that professional growth and program quality are closely related. Therefore all employees are encouraged to participate regularly in professional growth opportunities.

3. Professional growth may be attained as follows:

1.1 Inservice units (known as pink card credit) will be computed on the basis of one semester unit for 15 hours of approved inservice activity. No partial units will be granted. Prior approval from the Personnel Director must be obtained for any activity not on the pre-approved list. Pink cards must be submitted on a yearly basis to the Personnel Director by Sept. 15 of each year.

1.1.1 If a teacher attends a conference or workshop on his/her own time (outside of the regular work day) s/he may claim pink card hours even if the district has paid for the conference or workshop.

1.2 College and inservice units are of equal value in meeting requirements for column advancement.

1.3 Formal coursework accepted for salary schedule advancement is usually upper-division or graduate level coursework from four year, degree granting institutions. Lower division, community college or adult education hours may be acceptable if in the teacher's subject area or relevant to the teacher's assignment. The final decision to accept such hours is within the discretion of the Personnel Director working with the Professional Growth Committee. To avoid disappointment, certificated staff are strongly urged to submit a short, written description of the proposed class (es) to be taken to the Personnel Director prior to undertaking the study. The Personnel Director will respond in writing within five days as to the acceptability of the proposed course(s).

1.4 Individual projects, including but not limited to such areas as travel, professional writing or research, may be accepted by the Personnel Director working with the Professional Growth Committee for credit towards professional growth requirements upon meeting the following criteria:

1.4.1 At least 30 days prior to undertaking a project, a formal request must be submitted to the ~~PAR~~ joint panel for approval.

1.4.2 The request must include a general description of the project, including the objectives to be met; its relationship to the teacher's current assignment; its value to the teacher stated in specific terms; its value to the District stated in specific terms; and justification for the number of units requested. There shall be a maximum of FOUR semester units per project.

1.4.3 At the conclusion of the project, a report must be submitted to the Professional Growth Committee, including tangible evidence of the benefit to the teacher and the degree to which the objectives have been met.

1.4.4 The Personnel Director and Professional Growth Committee will determine whether or not credit will be granted.

1.4.5 No partial units shall be granted.

1.4.6 No more than SIX UNITS granted for individual projects will be counted toward advancement from any one column, of which no more than FOUR semester units may be for individual projects related to travel.

ARTICLE IV – GRIEVANCE PROCEDURE

1. The term “grievance” shall mean a claim by an employee covered by this Agreement that there has been a misinterpretation, misapplication or violation of this Agreement.
2. An Association grievance is a grievance alleging that a right of the Association has been violated or a grievance filed by the Association on behalf of a member or members. If the Association files on behalf of a member or members, the Association will identify the member(s) affected to help facilitate the grievance resolution at the lowest possible level.
3. The term “grievant” shall mean the employee alleging that s/he has been adversely affected and is filing a grievance or the Association as limited above making a claim.
4. The term “days” shall mean employee work days.
5. The term “supervisor” shall mean principal, site supervisor or his/her designee.
6. The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within ten (10) days of the occurrence giving rise to the allegation(s). The parties agree that these proceedings shall be as informal and confidential as appropriate at each level.

INFORMAL LEVEL:

1. The grievant shall present his/her grievance to his/her immediate supervisor orally.
2. The grievant shall specifically state that s/he is at the informal level of the grievance process.
3. The immediate supervisor shall orally respond to the grievant within three (3) days.

LEVEL I: If the grievant is not satisfied with the response at the Informal Level, or if no response is made, the grievant may within five (5) days reduce the grievance to writing and file same with his/her immediate supervisor. The grievance shall contain the name of the grievant, the date of the occurrence, the specific article and section of this Agreement alleged to have been violated, misinterpreted or misapplied, a description of the grievance, the specific remedy requested, and shall be signed and dated by the grievant. The grievant’s supervisor shall respond within five (5) days in writing to the grievant.

LEVEL II: If the grievant is not satisfied with the response at Level I, or if no response is made within the time provided, the grievant may appeal in writing to the Superintendent or his/her designee within five (5) days. The Superintendent or his/her designee shall respond to the grievant within ten (10) days.

LEVEL III: MEDIATION: If the grievant is not satisfied with the Level II decision, or if no decision is rendered within the specified time limits, s/he may request the Association to seek conciliation pursuant to this Section.

- (1) The Association, if concurring with the grievant’s request to seek conciliation, will request in writing within ten working days the California Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.
- (2) The California Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and the Association) within ten working days of receipt of letter, who within fifteen work days of appointment shall attempt to resolve the grievance. If for any reason the California Conciliation Service fails to or refuses to act as provided herein, the parties shall meet and seek alternative conciliation methods.
- (3) The mediator shall not make written or public recommendations relative to the grievance.
- (4) The conciliation/mediation process shall not exceed one day.

LEVEL IV: ARBITRATION: If the grievant is not satisfied with the response at Level III, or if no response is made within the time limits provided, s/he may within ten (10) days request that the Association submit the grievance to arbitration. The Association by written notice to the Superintendent or his/her designee within five (5) days may submit the grievance to arbitration. The District will not be held responsible for the Association’s refusal to honor a

request to submit a grievance to arbitration. In the event that a grievance is submitted for arbitration in a timely fashion, the parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service. Within five (5) days following receipt of such list, the Superintendent or designee and the grievant shall meet to determine the arbitrator. Such determination shall be made by the alternate striking of names, with the order of striking determined by the flip of a coin. The arbitrator shall be notified upon selection and requested for a hearing date. When the hearing date is established, the following rules shall apply:

(1) The arbitrator shall have no power to consider any matter for which there is another remedial procedure provided by law or rules or regulation having force of law, or which is specifically excluded from this procedure.

(2) Should the question of arbitrability be raised, the arbitrator shall rule on such question in the first instance.

(3) The arbitrator will be without power to recommend a settlement which would add to, subtract from, modify, amend or delete any provision of this Agreement.

(4) The arbitrator will be without power to recommend a settlement which would alter conditions existing prior to or after the expiration of this Agreement, nor shall s/he recommend a money award for more than the individual grievant would otherwise be entitled.

(5) The arbitrator shall hold hearings promptly and issue his/her written recommendations within fifteen (15) days following the close of hearings or final submissions. The decision of the arbitrator shall be final and binding upon the District and the Grievant/Association.

EXPENSES: The fees and expenses of the arbitrator shall be paid in the following manner:

(1) If the Association has agreed to represent the grievant in the proceedings, then the costs shall be shared equally by the Board and the Association.

(2) In the event the Association declines to represent the grievant, then the costs shall be shared equally by the Board and the grievant.

(3) The costs are the fees and expenses of the arbitrator (including travel and subsistence). Other costs shall be borne by the party unilaterally incurring them.

MISCELLANEOUS:

(1) Neither party may rely upon any grounds or evidence not previously disclosed to the other at Level II.

(2) The parties shall use their best effort to expedite the processing of the grievance, though the time limits shall be extended due to the incapacity or illness of one of the parties.

(3) At any step after Informal Level, the grievant may be accompanied by a representative of his/her choice.

(4) In the event a grievance is filed so late in the school year that it may not be resolved, the parties shall use their best efforts to reduce the time limits set forth herein so that the grievance may be addressed prior to the end of the school year or as soon thereafter as is practical.

(5) Documents or records of any grievance shall be kept in a separate grievance file and shall not be placed in the personnel file of any grievant.

(6) At all levels after Informal Level, the Association shall be provided a copy of District response and proposed settlement, if any.

(7) Grievances not appealed within the time limits provided shall be considered withdrawn and may not be reinstituted in whole or in part at a later date.

(8) The parties agree that grievances involving the same issue may be consolidated at Level II by mutual agreement of the District, the Association and the grievant(s).

ARTICLE V - TEACHER EVALUATION

1. The purposes of employee evaluations are 1) to improve employee performance and 2) to provide a basis for continued employment.
2. Frequency of Evaluations
 - 2.1 Tenured teachers with two additional years of teaching experience shall be evaluated formally and in writing at least once every other work year on forms provided by the District. Said evaluation shall be completed not later than May 1 of the evaluation year.
 - 2.2 Tenured teachers with less than two additional years of teaching experience shall be evaluated formally and in writing at least once every work year on forms provided by the District. Said evaluation shall be completed no later than May 1 of the evaluation year.
 - 2.3 Probationary teachers will be evaluated formally and in writing at least twice in each work year on forms provided by the District. The first formal evaluation shall be completed not later than November 15, and the second formal evaluation shall be completed not later than March 1 of each work year.
3. Evaluators are encouraged to visit the classrooms of all staff members as often as possible. Evaluations shall be based upon formal and informal observations, conduct related to job activities, and student progress toward established standards/objectives. Informal observations include on-going supervisor observations in and out of the classroom to help provide support and assistance to the formal evaluation process.
4. Training and Assistance for Probationary Employees
 - 4.1 The principal should provide opportunities for new employees to observe classrooms of tenured teachers and attend appropriate workshops and conferences directly applicable to classroom teaching.
 - 4.2 New employees may be required to attend District staff development programs in student discipline, curricular objectives, and instructional strategies and techniques. District required programs shall be at District expense.
 - 4.3 The District may provide other staff development programs which probationary employees are encouraged to attend.
 - 4.4 None of the above excludes professional growth requirements or the needs and desires of the employee to attend college or university classes.
5. Evaluation Timeline
 - 5.1 Employees to be evaluated will be notified in writing prior to October 1 in each year that they will be evaluated. Members who have permanent status, have five or more consecutive years of service, and whose most recent evaluation has met or exceeded standards shall be eligible for alternative evaluation by mutual agreement with their evaluator.
 - 5.2 Employees to be evaluated and the evaluator will meet by October 1 for the purpose of reviewing the district forms and procedures and determining mutually defined employee objectives based on the California Standards of the Teaching Profession. At this time the employee shall choose either the traditional evaluation or, with the evaluator's agreement, the non-traditional evaluation.
 - 5.3 An employee shall reduce to writing any disagreements she/he may have with the objectives. Such disagreement will be attached to the objectives form within ten (10) days.
6. Prior to each formal written evaluation, the evaluator shall have observed the teacher at least twice with each observation being not less than twenty (20) minutes duration following the process described in the evaluation

documents (Exhibit D). Probationary employees shall be given two (2) days prior notice before the first formal observation. Should a formal written evaluation be rated as “Unsatisfactory, Continuation with Improvement Required” or “NOT RECOMMENDED for Continuation”, it shall have been preceded by at least sixty (60) minutes total observation time. A unit member who receives a negative observation shall be entitled to additional classroom observations, evaluation conferences, and assistance. Either the unit member or the evaluator may initiate this further assistance. The evaluator shall meet with the teacher within three (3) work days of each formal observation to review the evaluator’s tentative conclusions.

6.1 Non-traditional Evaluations

A teacher may choose to work as an individual or as a member of a team to complete a non-traditional evaluation/ self-reflection related to his or her subject area and expertise. This may be project based or portfolio based.

- 6.1.1 Project Based Evaluations – Projects may involve using new methodologies, teaming with other teachers with a focus on inter-disciplinary instruction and/ or the development of new lessons on relevant issues or concepts in the employee’s assignment.
- 6.1.2 Portfolio Based Evaluations – Portfolio based evaluations may include a collection of “best Lessons,” projects and/or student activities.
- 6.1.3 Timeline –The unit member(s) shall develop a plan acceptable to the evaluator by November 1, including check-in date and completion date for the non-traditional evaluation. If no plan is in place by November 1 then the employee shall revert to the traditional evaluation process. By May 1st the evaluator and the employee(s) will meet to discuss results and sign the final evaluation form.
- 6.1.4 If a unit member fails to complete an agreed upon alternative evaluation plan, the evaluator shall document this on the evaluation form and conduct a traditional evaluation the following year.

7. Information relative to general performance and assigned duties outside the classroom which results in a rating of “Unsatisfactory, Continuation with Improvement Required” or “NOT RECOMMENDED for Continuation” on the District evaluation form must have been reduced to writing and submitted to the teacher within three (3) work days of an occurrence. The written statement may refer to a cumulative series of similar, substantiated incidents which had occurred previously, but which had not been reduced to writing. When the evaluator becomes concerned with certain aspects of a teacher’s school-related activities, such concerns will be scheduled for discussion with the teacher before being reduced to writing.

8. In the event the evaluator feels that the teacher’s performance has been “Unsatisfactory, Continuation with Improvement Required” or “NOT RECOMMENDED for Continuation”, the evaluator will assist by stating in writing the specific problems and making written recommendations in the areas in which the teacher needs to improve.

9. If the evaluator indicates on the final evaluation that the employee’s overall performance is “Unsatisfactory, Continuation with Improvement(s) Required” based on serious, delineated concerns in the narrative section of the evaluation form then the teacher shall be referred immediately to the PAR (Peer Assistance and Review) program for the ensuing school year.

10. No unsubstantiated information from a third party shall be allowed to affect or influence an employee’s evaluation or cause remediation to be assigned. Third-party information shall be substantiated by the evaluator before being used in an employee’s evaluation.

11. Definitions Leading to Tenured Status

11.1 A temporary employee is defined as a unit member hired on a temporary contract while filling the position of a teacher who is on leave or in a position which is deemed temporary in nature because of its short term funding status. That temporary status must be identified on a contract presented and signed before the member begins work. An employee on temporary status may not earn tenure. Should an employee have one or more year in temporary status, and then become probationary for a year, one of the temporary years will count towards tenure.

11.2 A probationary employee is defined as a unit member who has been employed by the district less than two years while possessing a clear credential which is appropriate for the position in which s/he is serving.

11.3 A tenured employee is defined as a unit member who has successfully completed two years of employment with the district using a clear credential appropriate for the position in which s/he is serving. Tenure is earned the first work day of the third year.

12. A member serving on an emergency credential does not accrue time towards permanent, tenured status unless and until he/she earns a clear credential. For a particular year to count toward tenured status, at least 75% of the year must be served with a clear credential.

13. It is the intent of this definition section to be consistent with California Education Code.

ARTICLE VI - PERSONNEL FILES

Placement of Material in Personnel Files

1. All material to be placed in a personnel file shall be processed through the administrator responsible for the maintenance of personnel files.
2. When an employee is asked to sign any material that is to be placed in the employee's file, it is with the understanding that the employee's signature signifies only that the employee has read the material and does not necessarily indicate agreement with its contents.
3. The following procedure shall be followed regarding all materials placed in a personnel file:
 - 3.1 The employee shall have an opportunity to review and comment on the material in the file.
 - 3.2 The notice shall inform the employee that s/he may review derogatory material during normal business hours, that the employee will be released from duty for this purpose, and that the employee has the right to enter and have attached to any such derogatory statement his/her comments thereon. The employee has ten (10) working days from the receipt of the notice to respond before the material is entered into his/her personnel file.
 - 3.3 If a unit member alleges that the material is false and/or unsubstantiated, a grievance may be initiated to determine the validity of such material.
 - 3.4 If the grievance is decided in favor of the unit member, the document in question shall be removed from his/her personnel file and shall not be used or referred to in any subsequent document, evaluation or proceeding.
 - 3.5 All material placed in a unit member's personnel file shall be signed and dated by the originating person. Anonymous documents, letters or other materials shall not be filed. Material shall be added in a timely fashion and in no circumstances shall material be added that is over one (1) month old.
 - 3.6 The District is prohibited from basing decisions affecting the assignment, discipline, or status of employment of a unit member upon materials not contained in or events not referenced in the personnel file.
4. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Every employee shall have the right to inspect and obtain a copy of such materials upon request. Such review shall take place during normal business hours, and with prior arrangement with the supervisor, the employee may be released from duty for this purpose without salary reduction. Personnel files shall be open only to the Superintendent or his/her designee, the employee or his/her designee, and such other persons, agencies or organizations that through the subpoena process have legal access to the records. Access authorization must be obtained from either the Superintendent or his/her designee. The contents of all personnel files shall be kept in strictest confidence. Upon authorization by the unit member, an Association representative may accompany the unit member in his/her review of the file.
 - 4.1 Material exempt from this inspection process includes ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

ARTICLE VII - DISCIPLINE

1. Just Cause

1.1 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than 15 working days. Discipline shall not include dismissal or suspensions for more than 15 working days.

2. Progressive Discipline

2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline, steps may be submitted to arbitration under Article IV Grievance Procedure of this Agreement.

2.1.1 Verbal Counseling/Warning

The employer shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. A Post-conference summary memorandum will not be placed in the unit member's personnel file.

2.1.2 Written Warning

Subject to 2.1 above, a written warning will not be used unless the unit member has been verbally warned about similar actions within the last 12 months. Written warnings will not be placed in the unit member's file.

2.1.3 Written Reprimand

Subject to 2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last 12 months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

2.1.4 Suspension Without Pay

Subject to 2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last 12 months. No unit member will be suspended more than 15 working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

2.1.5 Leave With Pay

The imposition of leave with pay for investigative purposes is not considered part of progressive discipline. Such status may be imposed for ten work days by the District which will also inform the Association. If necessary to extend this investigative time, the District may do so with appropriate notice to the individual and the Association and in accordance with Ed Code. If requested by the individual or the Association to explain this decision, the District will do so in writing. While on paid leave, a member must be available to the District throughout the regular duty day and may be required to complete duties within his or her job description without being present on District property.

3. Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- 3.1 A statement of the specific acts or omissions upon which the action is based.
- 3.2 A statement of the cause(s) for which action is recommended;
- 3.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- 3.4 Penalty proposed and effective date;
- 3.5 Copies of the documentary evidence upon which the recommendation is based;
- 3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article IV Grievance Procedure of this Agreement subject to 5.1 below.

4. Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail, addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

5. Arbitration

5.1 Only written reprimands and suspensions without pay may be appealed to arbitration under the grievance procedure in Article IV Grievance Procedure of this Agreement commencing with Level IV: (Arbitration Level). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

5.2 The Association, or unit member (if not represented by the Association) must request arbitration by delivering written notice of appeal to the superintendent within 20 working days after receipt of the notice of suspension or written reprimand. If the Association, or unit member, does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

6. Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942.

ARTICLE VIII - TEACHER SAFETY

1. The Board shall make every reasonable effort to provide working conditions in schools which conform to requirements of the California Occupational Safety and Health Act and that do not endanger an employee's health, safety or well being.
2. A teacher shall promptly report in writing to the site administrator alleged unsafe working conditions. The site administrator shall respond verbally within two (2) work days and in writing to the teacher within ten (10) work days informing him/her of the efforts to be made, if any, to remediate the alleged unsafe conditions.
3. Employees shall not be required to meet, confer with, or remain in the presence of parents or other adults who utter physical threats or verbal abuse, except to the extent that the teacher's continued presence may be deemed necessary to protect students from physical harm.
4. Minors not enrolled in the school shall not enter or remain within a classroom or other place where a teacher is required to be in the performance of duties without prior approval of site administrator or his/her designee. Failure of such persons to remove themselves from the premises upon request shall be promptly reported to the site administrator who will take appropriate action.
5. The District and its representatives agree that a teacher, when acting as an administrator at the request of the District, within the scope of assigned duties, is not responsible for any legal actions against the teacher, the administration or the Board.

ARTICLE IX - TEACHER TRANSFER, REASSIGNMENT, TRACK CHANGES

DEFINITIONS

1. A transfer is defined as a relocation of a teacher from one school site to another school site within the District.
2. At the secondary level, a change of assignment is the movement of a teacher from one department to another at the same site. At the elementary level, a change of assignment is the movement of a teacher from one grade level or program to another at the same site.
3. A transfer or reassignment may be teacher initiated (voluntary) or employer initiated (involuntary).
4. A track change is the movement of a teacher from a traditional calendar to a year round calendar or vice versa or from one year round track to another year round track.
5. District Seniority is defined as the number of years a certificated employee has worked in the District. A full year of part-time work results in a full year towards seniority.

DISTRICT FORM AND PROCEDURES

6. Requests for transfer, reassignment, reduced/increased hours and track changes should be filed each year with the Superintendent by March 15 on a form provided by the District. Site and district administrators will review these district forms and consult with the originating teachers regarding their requests. When a new school is being opened this deadline will be changed to January 15th (or as soon as possible following the selection of the principal of the new school) for all personnel interested in any changes district wide.
7. Upon the existence of a teaching position for which applications are being sought, the applications of teachers currently employed by the District shall be given preference over applications from outside the District, provided qualifications are equal. Any applicants not selected will be notified and given written justification for non-selection within ten working days of the position being filled.
8. Changes of assignment shall be decided prior to the publication of a vacancy notice.
9. Vacancies will be made known through a circular to be posted on each school bulletin board at least five days prior to the filing deadline. When a vacancy occurs for the subsequent school year before June 30th for traditional calendar schools (or May 30th for vacancies involving YRE schools), the teachers who have expressed an interest in that position on the proper District form will be notified in person or by mail that the opening exists. Notification will be mailed to the teacher's last known address, and shall be mailed at least ten days prior to the filing deadline.
 - 9.1 If a non-classroom/support position should become available while teachers are on vacation or off track, this new position shall not be filled until all district teachers with the proper credential are notified in person or by mail to their last known address.
10. On July 1st or later (or May 30th for YRE schools), a vacant position will be filled a temporary basis for that school year only. If the position continues for the following year, it will be considered an open position and subject to the posting requirement.
11. Initial Staffing of a New School: Once a volunteer teacher is chosen for a specific position at a new school, that teacher shall remain in that position for at least one year.
12. Track Changes: When a new or open position exists at a YRE school it shall be filled in the following manner: After the principal has determined the pool of qualified current site employees who are interested in the position, the opening will be filled on the basis of 1) site seniority at a school, 2) grade level seniority at the school and 3) district seniority, in that order.

12.1 For the purpose of determining seniority in a job share situation, the seniority of the partners will be averaged based on the percentage each teaches.

MOVES -- VOLUNTARY

13. Change of an assignment within a particular school will be based primarily on the needs of the total educational program, including, but not limited to, the following criteria as determined by the principal:

- a. appropriate certification,
- b. seniority in the District,
- c. academic preparation for classes under consideration,
- d. interest in classes under consideration,
- e. suitability of teaching style to the subject and students,
- f. past teaching experience.

14. The principals and district administration may determine a transfer to/from a school based on the needs of the total educational program at both schools as defined by criteria in a-g below:

- a. appropriate certification
- b. seniority in the District
- c. academic preparation for classes under consideration
- d. previous teaching experience at the level program targeted for transfer
- e. past overall teaching experience
- f. suitability of teaching style to the subject and age of the students
- g. interest in classes under consideration

15. Prior to effecting any transfer or change of assignment, the teacher's immediate supervisor will consult with the teacher being considered for transfer or change of assignment.

16. Upon request, a teacher affected by transfer or reassignment will receive from his/her supervisor a written statement indicating the specific reason(s) for the transfer or reassignment.

17. When the requested position is filled by someone else, the teacher requesting the transfer will be notified. Upon request, the Superintendent will meet with that teacher to discuss the rationale for the decision.

18. If fewer than 184 days are served due to a unit member transferring from one track or school calendar to another, the District shall assign mutually agreeable substitution days at the unit member's per diem rate so that the unit member will receive her/his annual pay and retirement service credit for the year. If the transfer results in more days of service, the teacher shall be paid at his/her per diem rate for those additional days.

INVOLUNTARY TRANSFER OR RE-ASSIGNMENTS DUE TO ENROLLMENT INEQUITIES

19. Before a teacher is involuntarily transferred to a different school or program or involuntarily reassigned to a different grade level due to enrollment inequities, the district will first follow all normal procedures for transfer requests and reassignments and will then seek volunteers for the position. If transfers or reassignments are still necessitated due to program changes or enrollment inequities at a school, then the transfers shall be based on the criteria outlined in number 13 above.

20. Transfers or reassignments necessitated due to enrollment inequities at a school shall be based upon the criteria outlined in number 13 above. In those instances when more than one teacher meets the same criteria, the transfer or reassignment will be based on the wishes of teachers in descending order of District seniority. Any teacher transferred or reassigned under this provision shall, upon request, be transferred or reassigned back to the school or grade from which s/he was transferred if a similar vacancy occurs within two years or within 4 years if involuntarily transferred from regular calendar to year-round calendar or from year-round calendar to regular calendar.

21. Teachers being involuntarily transferred shall be afforded the opportunity to make known their preferences for transfer from a list of known positions open for transfer. When possible, the teacher will be granted one of his/her preferences with the agreement of the receiving principal. If this is not possible, the Superintendent will meet with the teacher to discuss the rationale for the decision.

22. Teachers involuntarily assigned to a different grade level, subject matter area, or program, shall, upon request, receive administrative support including but not necessarily limited to the following: orientation and inservice, an opportunity to visit similar classrooms in the District, an opportunity to work with a mentor or master teacher and an opportunity to participate in the voluntary PAR program.

PLANNING AHEAD

23. By the last day of the current school year, the principal will give each returning teacher a tentative assignment in writing for the next school year.

24. Prior to each teacher's first day of work for the next school year, the assignment will be confirmed by the principal. When a teacher's teaching assignment for the ensuing school year is involuntarily changed from the tentative June assignment within seven days before the first student day, a teacher will be given the option of three days substitute service or three days of pay at the district hourly rate of pay or a combination of the two for the purpose of preparing lessons and material for the new assignment. This pay will be prorated for part-time teachers or secondary teachers whose change in assignment is less than 100%.

25. Whenever a teacher is transferred or reassigned to a different grade level or subject matter area, or given a co-teaching or push-in teaching assignment after the school year has commenced, the affected teacher(s) will be entitled to three days release time from teaching responsibilities (with a substitute provided if need be) to provide time to prepare lessons and materials for the new assignment and to close out records from the former assignment.

25.1 When a transfer or reassignment is for less than full time, the release time shall be provided in an equal percentage to the new assignment.

25.2 Teachers may elect to take this time outside the duty day and be compensated at their daily rate of pay.

26. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred or reassigned. Members required to change classrooms shall be reimbursed, at the district hourly rate, for their time spent moving, up to a maximum of 8 hours. If a site change is required or special circumstances exist, the teacher may apply to the superintendent for additional hours or actual release time.

TRADITIONAL CALENDAR COMBINATION CLASSES

27. Teachers teaching a combination class in a traditional calendar school shall be permitted to rotate to a single grade class after one year. All teachers at a grade level shall take turns rotating into the combination class.

After his/her year teaching the combination class, a teacher has the right to return to their previous grade level if at all possible. Teachers with combination classes shall be exempt from yard duty. In addition, the district shall support teachers in combination classrooms with appropriate in-service opportunities and visitations to similar classes.

28. In planning a combination class, careful consideration will be given to the composition of the students in the class including independent workers, behavior issues, students with special needs, and class size.

29. Recognizing that teaching a combination class is an added challenge, every effort will be made to not assign such a class to a teacher in his/her first or second year in the profession.

INITIAL ASSIGNMENT OF TEACHERS TO TRACKS AT A YRE SCHOOL:

30. Once the school matrix of class offerings on each track has been established (which will determine the track of teachers assigned to special programs), the remaining teachers assigned to each grade level will meet to determine who will teach on each track. If they cannot reach agreement, then the teacher with the most District seniority will be given his/her preference. Assignments of all other tracks will be made in descending order of District seniority. Any vacant classes on a given track will then be filled using the normal reassignment procedures. Once all reassignments have been completed, vacant positions will be filled using transfer requests, District postings or outside applicants. When a YRE school with multiple tracks is opening, voluntary transfers will have first preference for track assignments before involuntary transfers are made.

ARTICLE X - LEAVES OF ABSENCE

1. Sick Leave

1.1 Employees shall be allowed ten (10) days equal to 74 hours sick leave per year. Such leave is to be cumulative (without limit) and transferable from one California school district to another, after one year of employment by a school district. Employees working less than full time shall be granted a pro-rated share of sick leave entitlement. An employee may use his/her sick leave to care for a family member who is ill.

1.2 Due to a change in the leave-tracking software available to the District through SCOE, beginning in 2011-12 full time employees will accrue 74 hours of sick leave per year. Current sick leave balances will be converted at 1 day = 7.4 hours.

Explanation of Conversion:

A 7.4 hour day is calculated on Monday-Thursday at 7.5 hours and Friday at 7.0 hours.

$$(7.5 \times 4 + 7.0 \times 1) / 5 = 7.4$$

All sick leave days for full time employees will accrue and be deducted at 7.4 hours per day regardless of which day of the week the absence occurs. A part time employee's accrual and deduction shall occur at their contracted percentage, i.e.: 80% employee = $7.4 \times .80 = 5.92$ hours per day.

1.3 When employees are ill they are encouraged to take sick leave provided for that purpose. If the District has reason to suspect that a teacher is abusing sick leave, it may require that s/he present proof of illness to qualify for pay during the absence. If the teacher is entitled to sick leave, and should such a request cause any additional mileage or medical expense to the teacher, the District shall pay these expenses. Mileage will be the amount approved by IRS for tax-deductible expenses.

2. Extended Illness or Accident Leave

2.1 Any employee of the District who is absent from his/her duties for a period of five (5) months or less due to a severe illness or accident shall be granted the difference between his/her regular salary and the salary paid a substitute for such a position after using all available sick leave. In no case shall the amount of money deducted for the actual cost of the substitute exceed one-half of the regular pay to which the employee is normally entitled. Requests for leave and benefits are to be made directly to the Superintendent. Prior to making a decision, the Superintendent may request a report from the physician designated by the employee.

2.2 Employees given leave of absence under this section shall sign an agreement that the Board will be given written notice no less than twenty (20) work days before expiration date of the leave, or before April 15, whichever is earlier, of their intention to return. Accompanying the written intention to return will be a physician's report verifying fitness to resume work. Failure to notify the Board will be considered as notice that the employee will not return and that the position is vacant.

3. Pregnancy Leave

3.1 Absence from work due to pregnancy, miscarriage, childbirth, and recovery shall be considered sick leave, or extended illness/accident leave upon meeting conditions as outlined in 2.1. The District shall administer pregnancy leave in compliance with FMLA and California Law.

3.2 The employee shall be guaranteed a position with the equivalent job status (i.e. 50% job before = 50% job after) upon return.

4. Maternity/Paternity Leave

4.1 Employees anticipating the birth or adoption of a child are entitled to take a one (1) year leave-without-pay which may commence as early as the beginning of the school year in which the birth or adoption is reasonably expected and which may terminate as late as the end of the school year the year after the birth or adoption occurs. In any subsequent year, extension of the maternity/paternity leave may be granted at the Board's discretion upon the employee's request.

4.2 Requests for maternity/paternity leave shall be submitted in writing to the Superintendent at least two calendar months prior to the desired commencement date of the leave or by March 15, if a leave is being requested for the following school year and such need is known by March 15.

4.3 The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.

4.4 The Governing Board reserves the right to adjust the inclusive dates of the requested leave to coincide with natural breaks in the school calendar.

4.5 On or before March 15th of the year in which the employee's maternity/paternity leave expires, s/he must indicate, by writing a letter addressed to the Board, his/her intention to return to the District for the following school year. Failure to comply with this requirement will constitute a resignation. The resignation will become effective at the close of the school year in which the employee is on leave. The District, at any time during the leave, may require a statement of the employee's intention to return to duty at the expiration of the leave.

5. Personal Necessity Leave

5.1 Up to seven (7) days of sick leave may be used for personal necessity during any one school year for the following purposes:

5.1.1 Death or serious illness of a member of his/her immediate family, as defined under Bereavement Leave.

5.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

5.1.3 Notification from the government that a member of the immediate family is "missing in action."

5.1.4 Should an employee have pressing personal business not covered above which cannot be attended to outside the regular school day, s/he may use two (2) of the seven (7) personal necessity days without prior approval.

Employees with the following amounts of accumulated leave may use the indicated number of days without prior approval on an annual basis:

25 days	3 of 7 without prior approval
50 days	4 of 7 without prior approval
75 days	5 of 7 without prior approval
100 days	6 of 7 without prior approval
125 days	7 of 7 without prior approval

5.1.5 Application for the use of the 5 days of personal necessity leave which require prior approval must be forwarded in writing to the Superintendent a minimum of one (1) work day prior to the requested leave. Each application will be considered separately with the best interests of both the individual and the school in mind. Provision of 5.1.5 will not be subject to grievance procedures contained herein.

5.1.6 Personal necessity leave is not to be used for monetary gain.

6. Bereavement Leave

6.1 A teacher will be granted leave of absence not to exceed five (5) days on full pay in the event of the death of a member of the immediate family. "Immediate family" is defined to include mother, father, mother-in-law, father-in-law, former guardian, grandmother, grandfather, grandchild; the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, or nephew of the teacher; registered domestic partner, or any person living in the immediate household.

- 6.1.1 A five (5) day bereavement leave shall be granted for each death entitling such leave, even though more than one death occurs simultaneously. Such leave may be consecutive. Upon request, up to an additional five (5) days may be granted for the death of a parent, spouse, or child of the employee.
 - 6.1.2 Additional absence not to exceed two (2) additional days without loss of pay shall be allowed for time required to travel 300 miles for funeral services when the teacher is eligible for bereavement leave.
- 6.2 Up to an additional seven (7) days for purposes of this section may be credited to "Personal Necessity Leave," provided that not all seven (7) of those days have already been utilized within the year.
- 6.3 Expansion of the "immediate family" definition will be at the discretion of the Superintendent or his/her designee upon recommendation of site principal. This does not preclude classroom coverage by an authorized certificated staff member for a short period of time without a salary deduction.
- 6.4 A one (1) day bereavement leave shall be granted for the death of a close friend or other relative. The employee shall pay for the substitute and no leave deduction shall occur, or the employee may take it as Personal Necessity Leave if s/he has such leave available.
- 7. Jury Duty

Employees called to serve on a jury shall be entitled to paid leave without loss of benefits. Employees on such leave shall remit to the Dixon Unified School District any payment received for services as a juror.
- 8. Industrial Accident or Illness Leave
 - 8.1 Industrial accident or illness leave shall be granted under the following conditions:
 - 8.1.1 Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
 - 8.1.2 Allowable leave shall not be cumulative from year to year.
 - 8.1.3 Industrial accident or illness leave will commence on the first day of absence.
 - 8.1.4 Payment for wages lost on any day shall not, when added to awards granted the employee under the Workers' Compensation laws of this state, exceed the employee's actual wages if s/he were on the job.
 - 8.1.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
 - 8.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
 - 8.2 Entitlement to industrial accident or illness leave will be based upon the findings of the JPA claims administrator that the disability has been due to industrial accident or illness. In cases where North Bay Schools Insurance Authority officials do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the industrial accident or illness until industrial accident or illness leave, if granted, has been exhausted.
- 9. Political Office Leave
 - 9.1 Upon proper request and mutual agreement, leaves of absence without pay may be granted to tenured employees to seek or to hold political office.
 - 9.1.1 Leaves of absence shall be arranged for a definite period of campaigning. If the candidate is not elected, s/he shall return to his/her position immediately following the election.

- 9.1.2 Leaves granted for the period of holding political office, because of the wide variance of the demands on time, shall be arranged on an individual basis.
- 9.1.3 A tenured teacher seeking an extended leave of absence for seeking or holding office shall apply for such leave to the District office.
- 9.1.4 The period of absence shall not be credited toward advancement on the salary schedule if the absence exceeds twenty five percent (25%) of the school year.

10. Professional Improvement Leave

- 10.1 After having completed the probationary period, and upon submission of a written request, any employee may, at the discretion of the Board, be granted a leave of absence without pay for the purpose of professional improvement for not less than one trimester nor more than one year. When circumstances warrant, the Board may grant a leave period of more than one year or may grant an extension of the leave period.
 - 10.1.1 Recognizing that it is to the advantage of the applicant to apply as early in the year as possible, requests for professional improvement leave shall be filed with the District office at least two months before the leave is to begin on the forms provided for the purpose.
 - 10.1.2 Employees given leave of absence under this section shall provide the Board with written notice no less than 30 days before the expiration date of the leave, or before March 15 for full year absences, of their intention to return. Failure to submit the appropriate notification will be considered as notice that the employee will not return and that the position is vacant.
 - 10.1.3 The employee will be guaranteed a position with the equivalent job status (i.e. 50% job before = 50% job after) upon his/her return.

11. Military Leave

- 11.1 The District shall provide leave for military duty as outlined in the Military and Veterans Code Section 395 and Education Code Section 45059 and 44880.

12. Judicial and Official Appearances Leave

- 12.1 When subpoenaed, all employees are entitled to paid leave of absence on a work day to appear as a witness in court, at an administrative hearing, or at a deposition, provided that the employee is not a party to the proceedings or litigation.
- 12.2 All employees are entitled to leave of absence with pay to appear at a trial, hearing or deposition as a respondent or defendant in any action or proceeding brought against such employee by this District, or to appear as a witness for the District in court, at an administrative hearing or at a deposition or if being sued in his/her role as an employee of the District..

13. Religious Leaves

- 13.1 An employee may take up to two (2) days of leave for recognized religious observances provided that s/he requests leave from the Superintendent or designee in advance. There shall be no leave deduction.

14. Organizational Leave

- 14.1 The Association may secure release time for officers and designated members for the conduct of lawful Association business subject to the following conditions:
 - 14.1.1 The Association reimburses the District the cost for substitutes at the District established per-diem rate for day-to-day substitutes.

- 14.1.2 An individual officer or designated member may be released for a maximum of five (5) school days in one school year to attend a professional workshop and no more than two (2) school days in any one school month for other professional activities.
- 14.1.3 No more than four (4) officers or designated members of the Association may be released in any one school day nor more than 15% of the classroom teaching staff from any one school staff on any one school day.
- 14.1.4 The Superintendent shall be notified in writing no less than five (5) days in advance.
- 14.1.5 Approval will be granted when the above conditions are met and substitutes are available.
- 14.1.6 In any given year, the Association will have a maximum entitlement of twelve (12) days in addition to Cordelia Regional Resource Center reimbursed days.
- 14.1.7 The above provisions are in addition to “release time” for members representing the bargaining unit at the bargaining table, as provided by the EERA.
- 14.1.8 The District will release the President of the Association from daily non-paid extra duties such as yard duty and bus duty, so that s/he may carry out Association responsibilities such as telephone calls and preparation of written communications.

15. Sabbatical Leave

- 15.1 Any employee of the District who has rendered at least seven (7) consecutive years of service to the District shall be eligible for sabbatical leave for a period of one trimester, one semester, or one year.

15.1.1 Applicants for sabbatical leave shall file a request with the District office not later than four (4) months before the beginning of the period of time for which the leave is being requested. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. The application must be approved by the Superintendent and the Board.

- 15.1.2 Sabbatical leaves may be granted for the following purposes:

Professional study: Applicants who apply for professional leave under this section shall agree to undertake a full load of at least 12 semester hours of undergraduate work, or 6 semester hours of graduate work, or the equivalent thereof per semester. The applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant’s understanding of educational psychology, to improve facility in teaching techniques, to broaden experience in special fields or to do research.

Approved travel: Applicants for sabbatical leave under this section shall submit a brief statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the applicant’s services with respect to the particular educational field in which s/he is engaged. A detailed report shall be submitted on completion of the trip attesting to the satisfactory fulfillment of this requirement.

Combined travel and study: A combination of travel and study will be allowed.

15.1.3 The teacher must file with the Board a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said teacher fails to return and to render two full years of service in this District following the termination of the sabbatical leave, or in the event said teacher fails to carry out the program of study or the itinerary of the trip approved by the Superintendent and the Board. Failure of a teacher to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death or certification by a physician that failure was due to physical or mental disability.

- 15.1.4 While on a sabbatical leave, the salary paid the teacher shall be the amount paid

for Column B, Step I, of the appropriate salary schedule of the District for the time for which such leave is granted. The salary shall be paid in the same manner and at the same time that said teacher would normally be paid were s/he teaching in the District. At the expiration of the leave of absence, unless otherwise agreed, the teacher shall be reinstated in the position held by him/her at the time of the granting of the sabbatical leave, or in a position within the scope of his/her training, experience and certification. A teacher returning from sabbatical leave will progress on the salary schedule the same as if s/he had remained in active service.

15.1.5 The number of employees on sabbatical leave during any one semester shall not exceed three percent (3%) of the total teaching staff. Should more than this number apply for leave for the same semester, the selection criteria for the granting of such leave shall consider: relative merits of reasons for requesting leave; reasonable distribution of applicants by teaching assignments; date of last request, if any, and number of applicant's previous leaves.

15.1.6 The District and the teacher shall pay into State Teachers Retirement System (STRS) as if the teacher were teaching at Column B, Step I. The District shall pay fifty percent (50%) of the District's normal share of health and dental benefits.

16. Voluntary Unpaid Leaves

- 16.1 Upon submission of a written request an employee may, at the discretion of the Board, be granted a leave of absence without pay for not more than 1 year. When circumstances warrant, the Board may grant a leave for more than 1 year or may grant an extension of the leave period.
- 16.2 Recognizing that it is to the advantage of the applicant to apply as early in the year as possible, requests for Voluntary Unpaid Leave shall be filed with the District office at least 2 months before the leave is to begin, if possible.
- 16.3 Employees given leave of absence under this section shall provide the Board with written notice no less than 30 days before the expiration date of the leave or before March 15 for full year absences, of their intention to return. If, after receiving the "intent to return" notification by the District, the employee fails to submit the appropriate notification, the District will consider this as notice that the employee will not return and that his/her position is vacant.
- 16.4 The employee will be guaranteed a position with the equivalent job status (ie: 50% job before = 50% job after) upon his/her return.

17. Additional Leaves

- 17.1 Additional leaves with or without pay may be granted for good reason at the sole discretion of the Board.

18. Fringe Benefits for Unpaid Leaves

- 18.1 Employees on unpaid leaves will be allowed to retain health and dental insurance by paying premiums of said programs to the District.

19. Notification of Intention to Return

- 19.1 When an employee's request for leave is approved by the Governing Board, the Superintendent shall at that time notify the employee in writing of any obligations the employee has to notify the District of his/her intention to return to full employment status.
- 19.2 Employees on leave shall receive "intent to return" notification by mail at current address on file in District office. It is the employee's responsibility to keep that address current.
- 19.3 On or before March 15 of the year in which the employee's leave expires, s/he must indicate by writing a letter addressed to the Board, his/her intention to return to the District for the following year. Failure to comply with this requirement will constitute a resignation. The resignation will become effective at the close of the school year in which the teacher is on leave. The District at any time during the leave may require a statement of the teacher's intention to return to duty at the expiration of the leave.

20. Advancement on Salary Schedule

- 20.1 If an unpaid leave of absence exceeds 25% of the school year, that year shall not be credited toward advancement of the salary schedule.

21. Resignation from the District

- 21.1 A unit member shall notify the District of his/her intent to resign his/ her position and submit, in writing, a letter of resignation which indicates the date which the employee intends as his/her last day of work. The District encourages employees to provide advance notice sufficient to reasonably hire a suitable replacement.
- 21.2 The member's written resignation shall be submitted to the Superintendent or Personnel Director who are authorized to accept the resignation and to set the date the resignation takes effect. Once the resignation has been submitted, the resignation may not thereafter be withdrawn by the member. In very special circumstances, the Superintendent and member may mutually agree to cancel the resignation.
- 21.3 The effective date of the resignation shall be a date not later than the close of the school year during which the resignation is received. However, an employee and the Superintendent may agree that a resignation will be accepted at a mutually agreed upon date not later than two years beyond the close of the school year during which the resignation is received by the Superintendent.

ARTICLE XI - CLASS SIZE

1. Initial staffing of classroom teachers for individual sites shall be made by the administration by April 1. Initial individual school staffing ratios shall not exceed the following:

K-12	29:1
MPHS	20:1

2. Staffing will be in accordance with state requirements for those grades or courses in which the Governing Board has chosen to participate in a state-funded class size reduction program.

3. The District will abide by all state laws that delineate special education class sizes.

- 3.1 Special Education teachers assigned to push-in or co-teach with General Education teachers shall not be counted in determining the class size ratio for the sections in which they push-in or co-teach.

- 3.2 Special Education staffing shall not be a component of the school-wide staffing calculation.

4. By April 15, DHS/DTA representatives will meet with the DHS principal and the Superintendent (or his/her designee) to review the calculations, deductions and add-backs used to determine the class size period allotments for the following school year. The District will guarantee that every period generated by the initial 29:1 staffing allocation will contain regularly enrolled students meeting on a daily basis. A full record of the District's calculations will be reviewed at the meeting, made available to staff members and kept on file and available to unit members to ensure consistent application in the future. The yearly calculations shall be included in Exhibit E of this agreement. If at any time the DHS teachers want to replace one of their class size periods with a period of support services, this choice must be approved annually by 75% of the teaching staff.

5. By April 15, CAJ/DTA representatives will meet with the CAJ principal and the Superintendent (or his/her designee) to review the calculations, deductions and add-backs used to determine the class size period allotments for the following school year. The District will guarantee that every period generated by the initial 29:1 staffing allocation will contain regularly enrolled students meeting on a daily basis. A full record of the District's calculations will be reviewed at the meeting, made available to staff members and kept on file and available to unit members to ensure consistent application in the future. The yearly calculations shall be included in Exhibit E of this agreement. If at any time the CAJ teachers want to replace one of their class size periods with a period of support services, this choice must be approved annually by 75% of the teaching staff.

6. By April 15, MPHS DTA representatives will meet with the MPHS principal and the Superintendent (or his/her designee) to review the calculations, deductions and add-backs used to determine the class size period allotments for the following school year. The District will guarantee that every period generated by the initial 20:1 staffing allocation will contain regularly enrolled students meeting on a daily basis. A full record of the District's calculations will be reviewed at the meeting, made available to staff members and kept on file and available to unit member to ensure consistent application in the future. The yearly calculations shall be included in Exhibit E of this agreement. If at any time the MPHS teachers want to replace one of their class size periods with a period of support services, this choice must be approved annually by 75% of the teaching staff.

7. If individual school staffing ratios exceed 31:1 at grades 4-12 at any time during the school year before April 15, the District shall employ additional classroom teachers to reduce class loads to this ratio, if qualified candidates are available.

8. Every reasonable effort will be made to equitably distribute mainstreamed students among all teachers at a site and within a grade level. For the purpose of equitable class loads an SDC student mainstreamed for at least 50% of the day shall count as 1 additional student on the self-contained teacher's roster. If a teacher has multiple SDC

students mainstreamed for less than 50% of the day, the students' percentage times in class shall be totaled. The total shall then count towards the total number of students on the teacher's roster. The principal will consider the adjusted total on each teacher's roster before assigning a new student.

9. In making student assignments initially and throughout the year, the administration shall make every effort to insure equality among tracks at a YRE school, among classrooms at a grade level in a single school, and among schools sharing common grade levels.

ARTICLE XII - HOURS OF EMPLOYMENT

1. The required work day including lunch, preparation and relief time, and time required before and after school shall not exceed seven and one-half (7 ½) hours except as provided hereinafter. On Fridays or on work days preceding holidays, until such time as the student day is extended, the teacher day will be seven (7) hours. Minimum days for students are regular work days for unit members, with the exception of the minimum day before winter break and May Fair Friday, which are designated as minimum days for staff also. Unit members may leave upon completing their assigned duties on these two days.

2. In order to accommodate differing start times at school sites, the District shall establish set times for the beginning and end of the normal duty day. The normal duty day for a full-time teacher shall begin 15 minutes to 30 minutes before the start of the student instructional day and end 30 to 45 minutes after the end of the student instructional day. A shortened instructional day for students does not shorten the duty day for members.

3. With prior approval from the site principal or supervisor, a unit member shall be allowed to arrive late or leave early provided it does not occur within fifteen (15) minutes before school begins or fifteen (15) minutes after school has ended and provided that the unit member makes up the absence within five working days for the following reasons:

3.1 Job related, professional coursework that is not available outside the regular 7½ hour work day.

3.2 Medical/dental appointments that cannot be scheduled outside the regular 7½ hour work day.

3.3 Parent-teacher conference for a member's child that cannot be scheduled outside the regular 7 ½ hour work day.

3.4 Personal emergency (i.e. illness, injury, medical emergency or urgent non recurring matter relating to an immediate family member).

5. Unit members are required to schedule coursework and medical/dental appointments outside of the regular work day if at all possible. If coursework, members' student parent-teacher conference, or medical/dental appointments absolutely cannot be scheduled to avoid leaving work early, then the unit member will be required to make every effort to avoid a request to leave early on faculty meeting days or on any other meeting or conference dates that have been scheduled in advance. Abuses are to be dealt with through the evaluation process.

6. The lunch break for employees shall be no less than forty-five (45) minutes. On an elementary inclement weather schedule, every teacher shall have at least thirty (30) consecutive minutes duty-free. At the secondary level, when providing equitably scheduled supervision duty at lunch in lieu of supervision duties at another time during the duty day, every teacher shall have at least thirty (30) consecutive minutes duty-free.

7. Extra-Duty Assignments

7.1 Payment for extra-duty assignments is listed in Exhibit B.

7.2 In an effort to expedite planning, the appropriate site administrator has ~~thirty~~ fifteen (15) days following the completion of an extra-duty assignment to inform a unit member serving in that assignment whether or not she/he will be appointed to serve in that assignment the following year. In turn, those members offered continued assignment shall respond to the site administrator within ~~thirty~~ fifteen (15) days whether or not she/he accepts the assignment. Should circumstances occur which result in the administrator withdrawing the assignment offer or the unit member withdrawing the acceptance, the other party will be notified of such change promptly and in writing.

- 7.2.1 There is typically a grade level representative for each grade K-6 at the elementary sites. However, if there are less than three teachers at a given grade level at a given site, that grade will not qualify for its own grade level rep. The school administrator will combine these teachers with those at an adjacent grade level and assign one rep for these now multiple grades. Support staff, should they number at least three teachers, also merit a "grade level" rep.
- 7.2.2 District administration, in conjunction with site administration, shall determine the number of department chairs at the secondary sites.
- 7.3 When an extra duty position is open, a current certificated district employee shall be given preference over a walk-on/community member provided he/she meets the qualification criteria as delineated in the job announcement.
 - 7.3.1 A County Special Education employee assigned to DUSD may fill a vacant grade level rep or department chair position on a year-by-year basis if no qualified district employee expresses interest in the position.
- 7.4 By February 15, the District will put out a survey to all certificated staff soliciting interest in any/all stipend, extra-duty positions. Employees will have 30 days to respond. Should openings for the ensuing year arise, all employees having expressed an interest will be offered an interview.
- 7.5 All positions filled by walk-on coaches will be posted for unit members within fifteen (15) days of the end of the season as defined by the California Interscholastic Federation calendar.
- 8. Extra-Supervisory Duties
 - 8.1 Employees may be assigned extra-supervisory duties not provided for on the extra-payment schedule outside the normal duty day under the following conditions:
 - 8.1.1 Such assignments shall be equitably apportioned among the employees at each school. Part-time teachers will be assigned duty proportional to the percent of time they work.
 - 8.1.2 No unpaid extra-duty supervisory assignment may be required on days employees are not otherwise on duty except with the teacher's express consent.
 - 8.1.3 Except in emergencies, all extra-duty supervisory assignments will be scheduled at least two (2) weeks in advance except with the teacher's express consent.
 - 8.1.4 Supervisory duties do not include club or organizational sponsorships, which are voluntary.
 - 8.1.5 Dixon High employees will continue to provide extra-duty supervision as they have previously (up to 12 points a year: each activity to be at least 2 points) to help provide for safety and security at dances and sporting events. Part-time teachers will be responsible for earning duty points in proportion to the percent of time they are employed. (ie: 40% position X 12 points=4.8=5 duty points)
 - 8.1.5.1 The High School administration and the DHS-DTA representative will meet each spring to jointly plan a supervision schedule for the ensuing year.
 - 8.1.5.2 Teachers will be given a list of responsibilities and emergency contact numbers before each duty.
 - 8.1.5.3 No extra duties will be assigned on Fridays preceding holiday weekends or any days during holiday weeks unless the teacher volunteers for those duties.
 - 8.1.5.4 On the day of Back to School Night and Open House, unit members will not be required to do "extra duty points" supervision. However, a member may voluntarily agree to do supervision on these days if they so desire.
- 9. There will be 184 teacher work days in the regular school calendar.
 - 9.1 The calendar committee will devise a 184 teacher work day calendar that includes 180 student days. The District and Association have agreed to a 185th day for inservice to be paid at each attending employee's per diem rate.

- 9.1.1 The teacher work day calendar includes 4 non-student days designated as teacher work days. No more than 25% of a work day may involve activities assigned by the principal or district. Consecutive work days must average no more than 25% for the two days combined. Optional staff in-services may be offered.
- 9.2 In addition, employees new to the District may be required to attend one (1) day of inservice prior to the beginning of the regular school calendar.
- 9.3 Employees who fail to carry out required written school check-out procedures shall be required to return to duty without additional compensation until such requirements are completed.
- 9.4 In October, the Association will designate a representative from each school site to meet with an equal number of district representatives to consult on a school calendar for the ensuing school year. The representatives shall draft a recommended calendar for the Board by February 1 of each school year. After reviewing the recommendations, the Board will adopt a school calendar at the next scheduled Board meeting.
10. Meetings
- 10.1 It is part of the professional responsibility of teachers to participate in committee work in an equitable fashion with his/her colleagues. In an effort to accomplish this, each school will develop a matrix of site and District committees. In an effort to make committee work equitable, teachers will be requested to sign up for committee assignments. If all committee assignments are not filled, the site administrator will make assignments in an equitable manner.
- 10.2 The District and the Association agree to define meetings for the purpose of clarifying responsibilities for unit members; attendance and participation. IEP team meetings, 504 Plan meetings, and/or student-centered or legally mandated events shall not count toward the contractual meeting threshold. Meetings a teacher is required to attend which extend beyond the normal duty day will be scheduled and announced at least one (1) week in advance except in cases of emergency. A teacher may be required to attend no more than two (2) meetings each month that extend beyond the normal duty day. Such meetings shall not be held on a day on which grades are due to be turned in, except in case of an emergency. In these instances, grades shall become due the following day.
- 10.2.1 In an effort to minimize IEP team or other student-centered meetings held after the end of the instructional day, the District and the Association agree to the provision of release days as specified herein. As determined by site administrator and in order to assist in meeting compliance timelines for IEP team meetings the District shall allot up to one release day, as needed, per Special Education teacher per month. Two substitute teachers will be provided on these allotted days (i.e. one to release the Special Education teacher and one roving sub to release the General Education teacher) to hold IEP team meetings during the school day. Similar use of substitutes to assist in conducting 504 plan meetings and student study team meetings shall be at the discretion of the site administrator.
- 10.3 With the exception of night meetings, such meetings will terminate no later than one (1) hour beyond the normal work day. Night meetings will be limited to 1 ½ hours in duration. In the event of required attendance at a night meeting, a teacher shall not be required to attend any other meetings that week. For the purposes of this provision, Back to School Night and Open House are considered night meetings.
- 10.4 Attendance at any additional meetings will be of a voluntary nature once they extend past the normal work day.
- 10.5 A teacher shall remain at school for such times as may be necessary for scheduled parent and/or principal-teacher conferences. Time set aside for K-6 parent-teacher minimum-day conferences shall not be reduced by required meetings. The teacher may, but shall not be required to have meetings on Fridays.
- 10.6 A unit member may be required to attend no more than four (4) evening programs or events per year for back-to-school, open house, or other activities directly related to his/her assignment. On such days, employees involved may leave school fifteen (15) minutes after the conclusion of the student day.

- 10.7 There shall be no required meetings or in-service on the days finals are given. During spring finals, meetings which pertain to the graduation of a particular senior are exempt from this provision.
- 10.8 Employees who work less than full time shall be responsible for attending faculty and school-level meetings, but shall not be responsible for serving on District-level committees. On days of such required attendance, employees who work less than full time may, upon notification to the site administrator, be present for actual classroom time and meeting times only.
- 10.9 Employees will be permitted to leave school for Association meetings fifteen (15) minutes after the end of the school day provided all parent-student meetings have been completed.
- 10.10 Common Planning Time
- Definition and Purpose: The purpose of Common Planning Time (CPT) is to provide quality structured time for certificated staff to meet to collaboratively address common issues and work towards common goals. At least 50% of CPT meetings shall be reserved for grade level and department ~~is~~ meetings. The balance of the time may be allotted to schoolwide/district meetings. At the beginning of the school year, each school's administration will distribute a calendar of CPT activities including meeting dates and type of meeting for each date (district, schoolwide, grade level/department). Forty-eight hour notice will be given to a staff should it be necessary to change the type of activity for a given CPT date.
- 10.10.1 All teachers are required to attend scheduled common planning time meetings except as noted below.
- 10.10.2 Part time/job share teachers not teaching on a common planning time day or off track YRE teachers are not required to attend the common planning time meeting. Off track or off day teachers who do attend CPT may receive pink card credit. A part-time secondary teacher will attend site level meetings over the course of the year at least in proportion to the percentage of time they work. Particulars will be arranged with a site level administrator.
- 10.10.3 Part time teachers may arrange with their principal to leave after their student-teacher contact day is over on another day during the week in which they attend a common planning time meeting.
- 10.10.4 Common planning time meetings shall count as one of the two required weekly meetings if it extends beyond the normal duty day.
- 10.10.5 There will be no common planning time meeting during elementary conference weeks at schools on traditional calendars. At YRE schools, teachers on tracks that are conferencing are excused from CPT for that week.
- 10.10.6 Common planning time meetings during the week of a school's Open House and Back-to-School night will end at the time the normal student day ends and will be designated to allow unit members preparation time for those events.
- 10.10.7 There will be no other required meetings on common planning time days.
- 10.10.8 Support personnel who, at the direction of the site principal, use CPT as their own prep time shall count this time as part of their delivered prep minutes for the two-week period.
- 10.10.9 Any work assigned for a site or District-wide CPT which falls outside of a teacher's regular duties shall be completed during CPT.
11. Secondary Prep Time
- 11.1 All full-time intermediate and senior high teachers shall be assigned a prep period within the six-period day. The preparation period shall be the same length as the normal classroom period.
12. Elementary Prep Time

12.1 The District agrees to provide 450 minutes of preparation time per 10 working days to each full-time certificated unit member who provides instruction to students. Part-time employees will receive the appropriate equivalent of the percentage of their employment. Job sharing teams will receive 450 minutes as a unit per 10 working days. Exceptions are stated in Sections 12.3 and 12.4.

12.2 The District will attempt to offer prep time in 45 minute blocks.

12.3 The District will not be required to make up any missed preparation time unless due to the unavailability of a teacher to provide prep release time.

12.4 The schedule for prep time during parent teacher conferences will be adjusted to provide an equitable amount of prep time to each member during the period of conference days.

12.5 CPT will not extend beyond the 7-1/2 hour duty day.

13. Elementary Conference Days

13.1 The calendar committee will identify a block of five minimum days for parent conferences at the end of trimester one and trimester two.

14. Seven-Period Day - Dixon High School

14.1 The regular schedule for a full-time teacher remains a five-period teaching day plus a preparation period.

14.2 The length of the teacher workday remains 7½ hours as specified in the contract. On Friday, the day remains 7 hours.

14.3 The specific workday for a full-time teacher not teaching first period will remain 8:00 a.m. to 3:30 p.m. except on common planning days, when it will be 7:30 a.m. to 3:00 p.m.

14.4 The specific workday for a full-time teacher teaching first period will be 7:15 a.m. to 2:45 p.m.

15. Work Schedule Of Part Time Employees

15.1 Teachers who work less than full time on a daily basis shall have their assigned periods and prep time scheduled within the appropriate percentage of the 7 ½ work day. (ie: 60% positions = 60% x 7.5 hours = 4.5 hours) unless they expressly agree to a different schedule.

15.2 By March 15 of each year, a part time teacher may put in a written request to the site principal requesting to teach or not teach certain periods of the day and explaining the reasons for such request. While this request will be considered in designing a master schedule, of primary importance will be a workable schedule for the student population. Part-time teachers are NOT guaranteed that their requests will be granted.

15.3 Once a part-time teacher has been given his/her schedule in June, if any schedule changes occur which will result in a part-time teacher working outside of the hours originally assigned, the principal will immediately consult with the part-time teacher to work out a solution.

16. Site Variations

16.1 In order for the teachers at a given school to deviate from the provisions in Article XII – Hours of Employment, 80% of the teachers at that school must vote to approve the change. The change will then be brought to the bargaining table for a review of contractual implications.

16.2 Any contractual deviation shall be reviewed annually by the affected staff(s) and 80% of the teachers must vote to continue the change in order for it to remain in effect.

17. Summer School and Adult School

17.1 Selection and Appointment of persons serving in summer school/adult school/intervention programs shall be the responsibility of the administration.

- 17.2 Regularly employed unit members of the District shall be given preference over outside applicants provided the employee meets all qualification criteria including the demonstrated ability to raise achievement in students in need of intervention. If a non-member is chosen over a member, the member will be given, upon request, a meeting to discuss why he/she was not chosen.
- 17.3 The District will make every effort to employ fully credentialed teachers with the appropriate certification.
- 17.4 Anticipated openings in any of these programs will be listed in a timely fashion so that members can decide in an appropriate time frame whether or not to apply.
- 17.5 Assignments to any of these programs will be listed in a timely fashion so that members can decide whether or not to accept in an appropriate time frame.
- 17.6 No teacher shall be required to teach in any of these programs; however, once a teacher agrees to serve in a particular assignment, the District will not reduce such assignment unless student enrollment does not merit the class continuing.
- 17.7 Secondary departments will supply the appropriate teachers with course outlines or subject area expectancies and teaching materials for the courses to be taught. Teachers teaching in the elementary section will be supplied with the chosen intervention program.
- 17.8 The District agrees to keep and update a list of members interested in teaching in these programs. Should more members be deemed qualified than can be used in a specific year, the District will develop an equitable rotation system.
- 17.9 The District and the Association encourage any summer school teacher who is being assigned another teacher's regular classroom to meet with the host teacher to develop an understanding of room and material usage.
- 17.10 At the end of a session, teachers will be given an opportunity to provide the administration with feedback as to how the program can be improved in the future.

18. Special Ed Case Loads

- 18.1 Caseloads for resource specialists shall be stated in the local policies developed pursuant to Section 56195.8 and in accordance with regulations established by the board. No resource specialist shall have a caseload which exceeds 28 pupils.
- 18.2 The average caseload for language, speech and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload.

ARTICLE XIII – JOB SHARING

1. Job sharing is defined as a single certificated position shared by two teachers.
2. Proposals for job sharing shall be developed by the teachers involved and shall be submitted to the site administration by March 15 and to the Personnel Office by April 15 for the following year. The written proposal shall include the following:
 - Time division
 - Subject area responsibility
 - Meeting attendance and adjunct duty responsibility
 - Parent conference attendance and plans for parent communication
 - Prep delivery division
 - Plans for communication between partners
 - Plans for the sharing of one medical/dental package
3. The administration must approve the proposal. If approved at the site level, the proposal is forwarded to the Director of Personnel for the final decision.
4. Shared positions shall be for one year. Extensions may be granted at the discretion of the Director of Personnel following a formal, written request by the job share teachers by March 15 and endorsement by the site administrator.
5. Upon dissolution of the job share, teachers assigned to a job share will be reassigned to another position in the District for which they are qualified.
6. If one of the partners resigns or leaves the job share, the remaining unit member will assume full responsibility for the vacated position until a new, district approved job share is hired. The remaining partner will be involved in all steps of hiring the new partner.
7. If a job share is necessary for other than medical reasons, it shall not commence until a suitable partner has been found.

ARTICLE XIV - YEAR ROUND EDUCATION (INACTIVE)

The District and DTA agree that, due to the fact that the District does not have Year Round Education in place, as of the 2018-19 school year, this article is inactive. Upon reinstatement of Year Round Education by the District, this article becomes active and the parties agree to meet and confer on this Article.

1. The district shall implement cross track schedules that allow all tracks equal access to specialists. Specialists may be assigned duty days different from those of other unit members assigned to year round tracks. Extended contracts shall be paid on a per diem rate.
2. Schoolwide events and services shall be equitably scheduled among tracks.
3. Exchange days: Unit members, at any time that they are on-track, may voluntarily exchange days with an off-track unit member without loss of pay, benefits, or sick leave with prior permission of principal. The site is responsible for recording these exchanges. Each unit member must work a total of 184 days.
4. Unit members interested in substituting shall notify the District substitute caller. Unit members off track or on vacation shall be given first call for substituting before day-to-day subs. Unit members will be paid 120% of the sub rate for substituting.
5. Unit members who voluntarily attend inservices or common planning time meetings while off-track shall receive pink card credit.
6. All school bulletins and information given to unit members who are on-track shall also be mailed to unit members who are off-track within a week of distribution to those unit members on-track.
7. Minutes shall be kept of faculty meetings and shall be mailed to off-track unit members within one week of their publication.
8. Unit members who are off-track shall be given an opportunity to vote on all staff decisions that require a vote. Their vote shall be solicited by mail to their last known address or by phone.
9. If more than one unit member is assigned to a classroom, the specified rotation system shall be used unless one teacher voluntarily agrees to be a roving teacher. Roving teachers shall be exempt from yard duty.

Definitions:

- 9.1 Rotation: Room sharing system whereby 3 or more teachers share 2 or more rooms; the teacher coming back from vacation moves into the room of the teacher going on vacation.
- 9.2 Roving: Room sharing system whereby designated teachers and their students move to a new classroom each time the track changes. All other teachers and students stay in one room for the entire year.
10. Each team of teachers sharing rooms shall collaboratively enter into a written room-share agreement.
11. Locked storage containers and file cabinets shall be provided to all unit members in room rotations. Unit members shall not be required to move storage carts on moving days. The storage carts shall be in the unit member's assigned room on moving days. Unit members shall have access to stored materials during their breaks.
12. The principal shall consult with teachers and seek volunteers before assigning combination classes. The principal shall make every effort to rotate combination classes among teachers at these two grade levels unless a teacher volunteers to teach the combination class each year. Upon completing 2 years of teaching in a combination class in a YRE school a teacher who so desires shall have the option of being reassigned to a single grade class at one of the two grade levels s/he is currently teaching. Teachers with combination classes shall be exempt from yard duty. In addition, the district shall support teachers in combination classrooms with appropriate inservice opportunities and visitations to similar classes.
13. In making student assignments, both initially and throughout the year, every effort shall be made to insure class size equality across tracks.

- 13.1 For the purpose of equalizing class loads, the principal shall consider the proposed assignment of mainstreamed students before making initial student assignments.
- 13.2 For the purpose of equalizing class loads, the principal will consider the current placement of mainstreamed students before assigning a newly arrived student.
- 14. Cleaning priority will be given to rotation rooms on moving day.

ARTICLE XV - SALARIES

1. The salary schedule and salary classification requirements for all employees are set forth in Exhibit A.
2. The pay scale for extra duty for members of the unit is set forth in Exhibit B.
3. Salary Schedule Improvement

3.1 Teachers with a regular credential will be placed in Column B or higher depending upon their experience and qualifications. Teachers without a full credential will be placed in column A. Once the full, or regular, credential is acquired the teacher will be placed on the appropriate experience step and units column without any retroactive salary adjustment.

3.1.1 A maximum of 12 years outside experience will be allowed on a year for year basis. This 12 year maximum may be waived for the hiring of psychologists.

3.1.2 Money for the potential COLA increase will be included in the budget assumptions process each spring as the District formulates a budget for the upcoming year.

3.2 If any additional required inservice days are added to the work year beyond 180 teaching days and 4 inservice work days, each day shall be paid at the per diem rate. A decision on the number of days to be added for any year will be jointly agreed upon between the District and DTA prior to the calendar committee's deliberations.

3.3 If an extra teaching day is negotiated, the additional salary will become part of the negotiated salary schedule.

4. Stipends/Bonuses

4.1 Master's Degree: Each employee holding a master's degree will receive a yearly stipend as shown on the salary schedule Exhibit A. The stipend amount increases by the same percentage as any salary schedule improvement.

4.2 Special Credentials: Any employee not already receiving a master's degree stipend but possessing a special credential/certificate required for his/her current assignment shall receive a stipend equivalent to the master's degree stipend. In cases where the special credential/certificate is required for only part of the assignment, the stipend will be pro-rated. In no case shall an employee receive two such stipends. The appropriate district level administrator will determine which positions require a special credential.

4.3 Master's degree and specialist credential stipends will be prorated on percent of employment. Those stipends will be added to an employee's monthly salary.

A list of current positions and required credentials follows. More positions may be added to this list at anytime by joint agreement between the District and DTA.

- a. Special Education credential in an RSP classroom/Learning Center
- b. Special Education credential in SDC classroom
- c. Reading Specialist credential in a reading specialist assignment

4.4 Extra Duty Schedule Stipends

4.4.1 The Extra Duty Stipend Schedule for is set forth in Exhibit B. The stipend amounts will increase by the same percentage as any future salary schedule improvement.

4.5 Additional Unit Bonus

4.5.1 Bonus for Extra Units: The District agrees to pay a \$1000 bonus for each fifteen units completed beyond BA + 90 semester units or MA + 45 semester units for employees in Column G. In order to be eligible for the bonus, units must be submitted by September 15 of the year the bonus is to be paid.

4.5.2 Once an employee earns a 15 unit bonus, that employee begins a new 15-unit cycle. Subsequent bonuses will be based on units earned after the units earned for the previous cycle. Units may not be counted towards more than one bonus. If a teacher submits more units and/or hours than necessary for the Professional Growth bonus, the excess submitted at that time will be credited toward the next bonus. A teacher may not, however, receive more than one bonus in a year nor submit, after the fact, hours/credits earned prior to the granting of the latest bonus.

4.5.3 The bonus for extra units will not be pro-rated for part time employees

4.5.4 The bonus for extra units will be paid in a lump sum by September 30.

4.5.5 Column advancement: All college units and pink cards must be turned in by September 15th for column advancement to appear on the September 30th pay warrant. Units turned in after September 15th will not be reflected until the next school year. All pink card hours/units must be submitted annually.

5. Dixon High School Seven-Period Day

5.1 As specified in the contract, a full-time teacher would teach five periods and would have a preparation period.

5.2 As with current practice, the salary of a part-time teacher would be pro-rated against a five-period day (i.e., a teacher with three classes would receive 3/5 or 60% salary).

5.3 The District and DTA recognize that it will occasionally be necessary for full-time instructors to volunteer to teach a 6th period assignment on a temporary basis. When this type of situation occurs, all teachers at the site level will be notified of a proposed opening so that they may apply prior to the principal's selection of a candidate to fill the position. In those few cases where the site administrator and involved teacher(s) agree to an assignment beyond the regular five periods plus preparation period, the salary would be pro-rated as follows:

5.3.1 Semester/Year Courses

5.3.1.1 If the assignment consists of teaching a regular class period loaded to at least 70% of the contracted student ratio, the teacher will receive 10% of his/her salary per semester. This does not entitle the teacher to additional retirement, benefits, or sick leave days. The teacher does receive 120% substitute on days he/she is absent.

5.3.1.2 For small, experimental, and/or pilot classes loaded at less than 70% of contracted student ratios, teachers will be paid at the adult school/summer school rate.

5.3.2 Mini-Course: The semester is considered to be ninety days. Therefore, a mini-course which lasts eighteen days would be considered 18/90 or 20% of a semester course, which translates to an addition of 2% salary.

5.3.3 Job Sharing: A week is considered to be five days. Therefore, a semester-long course team-taught by a pair of teachers, one of whom teaches M, W, F and the other T, TH, would be paid an additional 6% and 4% respectively.

6. The established hourly wage for adjunct duties such as Independent Study, home and hospital teaching, adult school, etc. (see Exhibit B, the Extra-Duty Payment Schedule) shall be increased by the same percent as any negotiated percent increase to the established employee salary schedule.

7. Any employee who is required to work beyond the normal 184 workdays shall be paid at his/her per diem rate for any additional days worked.

8. Teachers required to travel in the performance of duties shall receive mileage compensation at the IRS established rate. Mileage involved in commuting from school to home and home to school is expressly excluded.

ARTICLE XVI - HEALTH AND WELFARE BENEFITS

1. Full Time employees
 - 1.1 The District agrees to pay the cost of dental insurance premiums for the current dental plan.
 - 1.2 For employees taking medical coverage the District will cover:
 - 1.2.1 The single medical rate for the mid-level range of the high medical plan options offered by the District, for employees with no dependents.
 - 1.2.2 The single medical rate for the mid-level range of the high medical plan options offered by the District, plus up to \$100 per month to cover actual medical premiums for employees with one or more dependents.
 - 1.3 For current employees (hired before November 4, 1999) taking a TSA or Section 125 plan option in lieu of medical benefits the District will contribute \$200 towards the in lieu of option.
 - 1.4 For employees hired after November 4, 1999 and not taking medical coverage the District will contribute \$75 towards an in lieu of option.
 - 1.5 See Exhibit F for an analysis of benefit options.
2. Part time employees
 - 2.1 The District will pro-rate the benefits for part time employees based on the percentage of time a part time employee works.
3. Benefits for Retirees
 - 3.1 The Superintendent or designee shall advise all employees of their rights and responsibilities related to continuing their health insurance benefits when they retire.
 - 3.2 A retiring certificated employee who has served a minimum of 15 years as an employee in the District and who has reached age 55 prior to July 1 of his/her retirement year will receive a monthly allocation for medical and dental insurance premiums equal to the amount s/he was receiving at retirement. If a retiree is not covered by District insurance but wishes to join the District plan at retirement s/he shall receive an amount equal to the single allocation for the plan in which s/he enrolls at retirement. A part time employee would have his/her premium prorated proportionately.
 - 3.3 The District's allocation may be used only for medical and dental insurance programs, (including Medicare coordinated plans) and only through carriers approved by the District.
 - 3.3.1 If a retiree obtains insurance as the second party on another insurance policy the district will reimburse the retiree for the "out of pocket" portion of the premium up to the average of the single allocations amount at retirement. The retiree shall submit copies of paycheck stubs, retirement check stubs, or insurance bills quarterly to the district business office for reimbursement.
 - 3.4 Any unused portion of the District's maximum allocation reverts back to the District. The retiree may not apply any unused portion to other types of insurance or any other benefit programs.
 - 3.5 A given retiree, after once receiving the monthly allocation, shall continue receiving the benefits from the District for five years. In the event of the retiree's death, benefits to the spouse would be continued until the next June 30.
 - 3.6 Any retiree (or widow(er)) not receiving District contributions for medical and/or dental insurance shall be allowed to pay his/her own premiums and remain on the District insurance rolls.

4. The District agrees to work with unit members and other District employee group representatives to explore mutually beneficial employee health and welfare coverage and costs containment.

ARTICLE XVII - PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1. Unit members may participate in a reduced services program under which their retirement benefits will be based on full-time employment. To qualify for a reduced services contract the unit member shall have:
 - 1.1 completed at least ten (10) years of full-time service in the Dixon Unified School District;
 - 1.2 been employed full-time five (5) consecutive years immediately prior to entering the program;
 - 1.3 attained age 55 prior to commencement of the school term in which reduced service begins;
 - 1.4 initiated a request for a reduced services contract at least ninety (90) calendar days prior to the school term in which reduced service begins;
 - 1.5 held a position with salary less than that of a school principal.
2. The agreement will require mutual consent of the unit member and the District and shall be executed in writing prior to the school term in which reduced service begins.
3. The agreement can be revoked only with the mutual consent of the unit member and the District.
4. Reduced services contracts shall require service not less than fifty percent (50%) of full-time equivalent service in a regular school year. Salary paid shall be in proportion as the reduced services are proportionate to full-time services; and not less than fifty percent (50%) of the unit member's regular full-time contract salary in any case. The employee and the employer shall pay retirement contributions as though the employee were in full-time employment. All other rights and benefits shall be afforded the unit member as though employment were full-time.
5. Reduced services contracts shall not exceed a period of ten (10) years.
6. The District will not, except under unusual circumstances acceptable to the District, allow more than five percent (5%) of the staff at an individual school to serve under reduced services contracts, nor will the District agree to reduced services contracts which create difficult staffing problems.
7. Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.
8. Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal, or retirement, will be returned to the employee or in case of death to the beneficiary.
9. When applications for reduced services contracts exceed the available quota of such contracts and presuming that applications are otherwise acceptable, remaining contracts shall be issued on the basis of age of the applicants with priority to the eldest.
10. All rights mandated by law and any additional benefits which may be granted by the District to unit members shall be applicable to any and all such unit members who are on contract for reduced teaching service.
11. The provisions of this Article shall remain in effect only for as long as the enabling legislation remains in effect.

ARTICLE XVIII – PEER ASSISTANCE AND PEER REVIEW

The Dixon Teacher's Association (DTA) and the Dixon Unified School District (DUSD) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The PAR agreement is not intended to change the evaluation or dismissal procedures.

1. Joint Committee (JC)

- 1.1 The Joint Committee shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers (one K-3 teacher, one 4-6 teacher, one 7-8 teacher, one 9-12 teacher) who are appointed by the executive board of DTA. The District shall choose the three (3) administrators of the Joint Committee.
- 1.2 The Joint Committee shall establish its own meeting schedule as needed. To meet, five members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the district's certificated hourly rate.
- 1.3 The Joint Committee shall be responsible for the following:
 - 1.3.1 Providing periodic training for the Joint Committee members.
 - 1.3.2 Establishing its own rules of procedure, including the method for the selections of a Chairperson.
 - 1.3.3 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent there is an inconsistency, the contract will prevail.
 - 1.3.4 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - 1.3.5 Establishing a procedure for application as a Consulting Teacher.
 - 1.3.6 Selecting the pool of Consulting Teachers.
 - 1.3.7 Providing training for Consulting Teachers prior to the Consulting Teachers' participation in the program.
 - 1.3.8 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - 1.3.9 Making available, from the pool, names of Consulting Teachers for selection by the Participating Teacher.
 - 1.3.10 Reviewing the final report prepared by the Consulting Teacher and making a recommendation to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
 - 1.3.11 Evaluating annually the impact of the PAR program in order to improve the program using state- and/or Joint Committee-developed criteria.
- 1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

- 1.5 The Dixon Unified School district agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Committee against any claims, caused 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 and will maintain complete control of the litigation. The Dixon Unified School District will pay legal costs and fees in such actions.
2. Participating Teachers (PT)
 - 2.1 A Volunteer Participating Teacher is a teacher not qualifying for BTSA and who volunteers to participate in the PAR Program. 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/evaluation of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
 - 2.1.1 A Voluntary Participating Teacher may be a probationary teacher. Assistance will be provided based on the BTSA model currently in use and the Consulting Teacher will be paid a stipend equal to a BTSA stipend. Stipends will be paid at a pro-rated basis if participation in the program is less than a full year.
 - 2.1.2 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 Joint Committee.
 - 2.2 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
 - 2.2.1 A Referred Participating Teacher may select his or her Consulting Teacher from the pool of Consulting Teachers provided by the Joint 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. If no suitable Consulting Teacher is available, the Joint committee will recruit from the district or access a consulting teacher from another district.
 - 2.2.2 The results of the Referred Participating Teacher's participation in the PAR Program may be used in the evaluation of the Referred Participating Teacher.
 - 2.2.3 The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
3. Consulting Teacher (CT)
 - 3.1 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:
 - 3.1.1 A credentialed classroom teacher with permanent status
 - 3.1.2 Substantial recent experience in classroom instruction
 - 3.1.3 Demonstrates 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 various needs of pupils.
 - 3.2 When applying for a Consulting Teacher position, each applicant is required to submit the appropriate application as developed by the Joint Committee. All applications shall be treated with confidentiality.

- 3.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee.
- 3.4 A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years. A Consulting Teacher may reapply after his/her term expires.
- 3.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to his/her regular salary, a Consulting Teacher shall receive a stipend equal to the stipend that a BTSA teacher receives for all work beyond the regular workday and /or work year.
- 3.6 A Consulting Teacher shall have responsibility for no more than one Participating Teacher. 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 to other resources, or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 3.7 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.
- 3.8 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 3.9 The Consulting Teacher shall monitor the progress of the referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- 3.10 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the evaluator concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the final report to the Joint Committee. The Referred Participating teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice.
- 3.11 The Dixon Unified School District agrees to indemnify and provide a defense for the Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Review. The Consulting Teacher retains his or her right to select his or her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such actions.
- 3.12 Consulting teachers will be paid a stipend equivalent to that of a BTSA Support Provider Stipend.

ARTICLE XIX – BEGINNING TEACHER SUPPORT AND ASSESSMENT

1. The District and the Association agree as follows:

1.2 There shall exist a BTSA Steering Committee consisting of the district-level administrators over-seeing BTSA and the local teacher coordinator(s).

1.3 The Steering Committee shall be responsible for insuring that the guidelines of the BTSA consortium of which Dixon is a member are followed.

1.4 The Steering Committee shall be responsible for assessing the interest of tenured unit members in serving as BTSA support providers by facilitating an open application process.

1.5 The Steering Committee shall decide the process by which interested unit members can be matched with BTSA participants.

1.6 The local teacher coordinators and support providers shall receive compensation consistent with available categorical funding in an effort not to encroach on unrestricted general fund revenues.

1.7 The Steering Committee shall be responsible for conducting an annual evaluation of the program in an effort to provide for continual program improvement.

1.8 Neither BTSA Support Provider's insights nor any material produced in the BTSA process will be used in the formal administrative evaluation process.

2. It is the intent of this section to be consistent with Consortium guidelines and Ed Code 44279.1—
Beginning Teacher Support and Assessment

ARTICLE XX - SICK LEAVE BANK

1. A districtwide sick leave bank shall be established for the use of certificated, classified and management employees in the event of illness or injury resulting in long term or continuing absence(s) from employment, or for the long term care of a family member who suffers from an illness or injury.

2. Each employee who wishes to voluntarily participate in the sick leave bank shall donate at least 1 day of paid sick leave each year to the sick leave bank. Written notification of the request to donate must be submitted to the District payroll technician by the tenth (10th) day of October each year. Upon receipt of written notification to both the Human Resources Office and DTA, the donated day(s) shall be deducted from that individual employee's sick leave balance. All days donated shall be irrevocable. After a teacher has donated 5 days to the sick leave bank, s/he becomes a "lifetime member" of the sick leave bank and may continue as part of the bank without donating additional days to the bank unless the bank drops below 100 days in any given year. In that case "lifetime members" must donate an additional day that year in order to remain a member of the sick leave bank.

2.1 Teachers hired after October 10th have 30 days in which to join the sick leave bank for that year.

2.2 Teachers who join the sick leave bank late shall sign a letter of intent to become a lifetime member of the sick leave bank.

3. If the sick leave bank drops below twenty (20) days, each participating employee shall donate one additional day that year, unless she/he has already donated more than one day. If an employee does not have an additional day to donate s/he may continue to participate in the bank and donate the additional day when one is accrued.

4. A unit member participating in the sick leave bank who has depleted all of his/her sick leave days and any other paid days off, may request from the District additional sick leave days which must be accompanied by a letter from the employee's medical physician verifying the illness or injury. That verification may be subject to review and further verification by a medical physician, jointly appointed to perform that function, at no cost to the unit member. Approval of the number of days granted, up to a maximum of twenty (20) working days in any school year, shall be jointly decided by a committee consisting of representatives of the District and DTA.

ARTICLE XXI - DURATION

1. This contract will remain in effect from July 1, 2019 to June 30, 2022 or until superseded by a new contract. There shall be reopener and successor negotiations for each school year in the contract period as follows:
 - 1.1 2019/2020 Reopeners: Effective January 1, 2020, the parties may reopen Articles XV Salaries and Article XVI Health and Welfare plus up to two (2) articles each.
 - 1.2 2020/2021 Reopeners: Effective January 1, 2021, the parties may reopen Articles XV Salaries and Article XVI Health and Welfare plus up to one (1) article each. Upon mutual agreement, the parties may reopen additional articles.
 - 1.3 The parties agree to initiate successor agreement negotiations by December 1, 2021.
 - 1.4 If any or new revised laws impact the terms and conditions of this agreement, the parties agree to meet and confer and will negotiate the effects.

During the period from March 1 to April 1 in each year of the contract either party may re-open negotiations on any article in this contract. If any or new or revised laws impact the terms and conditions of this agreement, the parties will reopen negotiations on those sections of the contract.

ARTICLE XXII - SAVINGS

Should any provision of this Agreement be held to be contrary to law by a court of competent jurisdiction, then such provision will be deemed invalid to the extent required by such court decision, but all other provisions shall continue in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THIS AGREEMENT TO BE SIGNED BY THE CHAIRPERSON OF ITS BARGAINING TEAM AND THE BOARD HAS CAUSED THIS AGREEMENT TO BE SIGNED BY THE CHIEF NEGOTIATOR OF THE DISTRICT.

For DTA:

OTA
[Signature] (Negotiations chair)

For District:

[Signature]
Ben Dol

DIXON UNIFIED SCHOOL DISTRICT

EXHIBIT A

2019-2020 TEACHER SALARY SCHEDULE

OUTSIDE EXPERIENCE	PLACEMENT STEP	<i>BA w/o full credential</i>	<i>BA only</i>	<i>BA +30</i>	<i>MA or BA+45 units</i>	<i>MA+15 units or BA+60 units</i>	<i>MA+30 units or BA+75 units</i>	<i>MA+45 units or BA+90 units</i>
		A RANGE 10	B RANGE 11	C RANGE 12	D RANGE 13	E RANGE 14	F RANGE 15	G RANGE 16
YEARS	STEP							
0	1	42,974	46,011	46,012	46,013	47,475	49,998	52,525
1	2	42,974	46,012	46,013	46,881	49,406	51,932	54,457
2	3	42,974	46,013	46,284	48,811	51,336	53,862	56,386
3	4	42,974	46,014	48,219	50,745	53,272	55,796	58,323
4	5	42,974	46,015	50,150	52,677	55,203	57,727	60,253
5	6	42,974	46,015	52,084	54,611	57,135	59,662	62,187
6	7	42,974	46,015	54,019	56,542	59,069	61,595	64,122
7	8	42,974	46,015	55,950	58,477	61,003	63,529	66,055
8	9	42,974	46,015	57,886	60,412	62,937	65,463	67,985
9	10	42,974	46,015	59,818	62,344	64,867	67,395	69,919
10	11	42,974	46,015	59,818	64,276	66,802	69,327	71,854
11	12	42,974	46,015	59,818	64,276	68,736	71,263	74,279
12+	13	42,974	46,015	59,818	64,276	68,736	73,686	76,705
	14	42,974	46,015	59,818	64,276	68,736	73,686	76,705
	15	42,974	46,015	59,818	64,276	68,736	76,112	79,129
	16	42,974	46,015	59,818	64,276	68,736	76,112	79,129
	17	42,974	46,015	59,818	64,276	68,736	76,112	79,129
	18	42,974	46,015	59,818	64,276	68,736	78,538	81,553
	19	42,974	46,015	59,818	64,276	68,736	78,538	81,553
	20	42,974	46,015	59,818	64,276	68,736	78,538	81,553
	21	42,974	46,015	59,818	64,276	68,736	80,963	83,978
	22	42,974	46,015	59,818	64,276	68,736	80,963	83,978
	23	42,974	46,015	59,818	64,276	68,736	80,963	83,978
	24	42,974	46,015	59,818	64,276	68,736	83,389	86,402

A Range 10: Bachelor's Degree with Intern, Waiver or Emergency Credential.

B Range 11: Bachelor's Degree and regular teaching credential.

C Range 12: Bachelor's Degree with additional 30 semester units beyond regular teaching credential.

D Range 13: Bachelor's Degree with additional 45 semester units beyond **or** Master's Degree **and** regular teaching credential.

E Range 14: Bachelor's Degree with additional 60 semester units beyond **or** Master's Degree with additional 15 semester units beyond **and** regular teaching credential.

F Range 15: Bachelor's Degree with additional 75 semester units beyond **or** Master's Degree with additional 30 semester units beyond **and** regular teaching credential.

G Range 16: Bachelor's Degree with additional 90 semester units beyond **or** a Master's Degree with 45 semester units beyond **and** regular teaching credential.

MASTER'S DEGREE: \$1,101.60 Annual Stipend

SPECIALIST CREDENTIAL: \$1,101.60 Annual Stipend (for Specialist Assignment if not receiving master's stipend)

PROFESSIONAL GROWTH: \$1,000 BONUS for each 15-unit increment beyond BA+90/MA+45 semester units

Includes 2.0% increase effective 6/1/18, retro to 1/1/18 - Board Approved 5/3/18

*** Effective 2016-2017 school year:**

Psychologists, Certificated RN and Program Specialists receive an additional 15% added onto salary schedule.

Speech Language Pathologists receive an additional 20% added onto salary schedule.

DIXON UNIFIED SCHOOL DISTRICT
EXTRA-DUTY PAYMENT SCHEDULE
2019-2020

EXHIBIT B

The determination as to whether or not a position is to be filled rests with the Governing Board.

DIXON HIGH SCHOOL:

Athletic Director		\$3,721
Baseball	Varsity	\$3,101
Basketball	Varsity	\$3,101
Cross-Country		\$3,101
Dance		\$3,101
Football	Varsity	\$3,101
Golf		\$3,101
Pep Squad		\$3,101
Soccer	Varsity	\$3,101
Softball	Varsity	\$3,101
Swimming	Head	\$3,101
Tennis	Head	\$3,101
Track	Head	\$3,101
Volleyball	Varsity	\$3,101
Water Polo	Head	\$3,101
Wrestling	Head	\$3,101

Baseball	Junior Varsity	\$2,274
Basketball	Junior Varsity	\$2,274
Basketball	Asst. Varsity	\$2,274
Football	Junior Varsity	\$2,274
Football	Asst. Varsity	\$2,274
Soccer	Junior Varsity	\$2,274
Softball	Junior Varsity	\$2,274
Swimming	Assistant	\$2,274
Tennis	Assistant	\$2,274
Track	Assistant	\$2,274
Volleyball	Junior Varsity	\$2,274
Water Polo	Assistant	\$2,274

Baseball	Freshman	\$1,653
Basketball	Freshman	\$1,653
Football	Freshman	\$1,653
Football	Junior Varsity Asst.	\$1,653
Softball	Freshman	\$1,653
Volleyball	Freshman	\$1,653

DIXON HIGH SCHOOL (continued):

Band		\$3,101
Art Faire		\$828
Yearbook	No class period assigned	\$2,480
Yearbook	One class period assigned	\$1,449
Student Council	No class period assigned	\$2,066
Student Council	One class period assigned	\$828
Student Council	Two class periods assigned	\$0
Freshman Advisor		\$414
Sophomore Advisor		\$414
Junior Class Advisor		\$828
Senior Class Advisor		\$828
Academic Decathlon	No class period assigned	\$2,274
Academic Decathlon	One class period assigned	\$1,241
Department Chair		\$1,449
Special Ed. Chair		\$1,449
FFA	10% of current salary	
Ag Farm	10% of current salary	
SST Coordinator		\$1,449

Drama: *(maximum 3 per year):*
(maximum 1 per year)

Musical		\$2,066
Standard Production		\$1,046
<u>With Musical:</u>		\$828
Choral Director		\$828
Band Director		\$828
Set Designer/	depending on play	\$828
Costume Designer	(principals discretion)	

C.A. Jacobs Intermediate School:

Athletic Director		\$3,721
Basketball		\$1,653
Cross-Country		\$1,653
Soccer		\$1,653
Track/Field		\$1,653
Volleyball		\$1,653
Wrestling		\$1,653

Other Stipends

Band		\$3,101
Yearbook	No class period assigned	\$1,653
Yearbook	One class period assigned	\$0
Student Council	No class period assigned	\$1,449
Student Council	One class period assigned	\$0
Department Chair		\$1,449
Special Ed. Chair		\$1,449
SST Coordinator		\$1,449
AVID Site Coordinator**		\$1,449
EL Achieve Site Coordinator**		\$5,000

Elementary Schools:

Grade-Level Rep.		\$1,449
Special Ed. Rep.	One per school	\$1,449
SST Coord.	One per school	\$1,449
Computer Ed. Coord.		\$3,721
at multiple schools		
Student Council	(at AND,TRE AND GH)	\$724
5th Grade Camp	Teacher plans program	\$440
5th Grade Camp	Camp plans program/	\$217
	School co-ordinator	\$435
Gate Coordinator	One per school	\$582
Teacher in Charge	no sub provided	\$59
Teacher in Charge	no sub provided	\$29 1/2 day

Other Instructional/Curricular Duties and Special Projects that are assigned and approved in advance by the superintendent and that are in addition to regular job responsibilities will be compensated at the adult education rate. For 2015/16 this rate is \$34 per hour. Summer School hourly rate is \$40 per hour.

****Stipends added per tentative agreement effective 16-17 school year.**

June 15, 2017 - 1.25% salary increase effective 7/1/17

<u>*Effective 2016-2017 school year:</u>	
Non-student / Non-Instructional hourly rate	\$34
Student / Instructional hourly rate	\$40
(i.e. after-school intervention, summer school instruction, home and hospital instruction, substituting on prep period)	

EXHIBIT C - INSTRUCTIONAL MINUTES

Student instructional minutes shall average a minimum as follows:

K	200 min/day	36,000 per year	
1-3	280 min/day	50,400 per year	
4-8	300 min/day	54,000 per year	includes up to 5 minutes passing time between periods
9-12	360 min/day	64,800 per year	includes up to 5 minutes passing time between periods
MP	900 min/week		

The actual number of minutes for 2003-04 were as follows:

K	36,000
1-3 Anderson	52,345
1-3 Tremont	52,345
1-3 Gretchen Higgins	52,345
4-6 Tremont	55,630
4-6 Anderson	55,630
4-6 Gretchen Higgins	55,630
7-8 CAJ	56,623
9-12 DHS	66,834

Teachers shall be provided prep-time out of the minutes listed above as provided in Article XI Sections 11 and 12.

Prep time for regular classroom teacher shall be delivered in blocks of no less than 30 minutes whenever the schedule permits.

If any school decides to alter its scheduled average minute total by more than 2% of the total minutes per year, the proposal must be brought to the negotiation table for approval.

The actual number of minutes for 2016-17 shall be as follows:

K	36,000
1-3 Anderson	53,390
1-3 Tremont	53,390
1-3 Gretchen Higgins	53,390
4-6 Tremont	54,280
4-6 Anderson	54,280
4-6 Gretchen Higgins	54,280
7-8 CAJ	56,623
9-12 DHS	65,945

In settlement of a 2010-2011 grievance regarding the elimination of the 10 minute afternoon recess at grades 1-3 and the resultant variation of more than 2% in the published instructional minutes, grades 1-3 classes shall permanently be dismissed 5 minutes earlier than grade 4-6 classes on CPT Wednesdays and on minimum days.

The Evaluation Process

A qualified, well-trained and highly motivated staff is essential for the success of all students. A comprehensive and collaborative evaluation system is a means to help achieve this goal. The teacher evaluation process, based on the California Standards for the Teaching Profession (CSTP) is designed to encourage reflective conversation between the teacher and administrator, refine teacher practice, and acknowledge individual strengths. This can best be achieved in a supportive and cooperative atmosphere where administrators are familiar with a teacher's classroom practices, reflect with the teacher on various ways to encourage student success, and provide specific feedback to support teachers in their professional development.

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

Non-permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. Year 1 teachers shall be evaluated on Standards 2, 4, and 6 to align with the content of the BTSA program for these teachers. Year 2 teachers shall be evaluated on Standards 3, 5, and 6 to align with the content of the BTSA program for these teachers. CSTP Standard 1: Engaging and Supporting All Students in Learning shall be embedded throughout the process as it is in the BTSA program.

The goal setting and lesson observation process is intended to be an interactive process that is far more than the observation of a lesson. By providing opportunities for communication when goals are set as well as before and after the observation, this process allows for deeper understanding of each teacher's efforts to meet or exceed the California Standards for the Teaching Profession (CSTP).

The initial step in the evaluation process is the development of mutually agreed-upon goals in the standards selected or assigned for that year. Following the establishment of the goals, and before the lesson observation, the teacher and administrator communicate in a pre-conference. The pre-observation conference form should be completed by the teacher and reviewed by the administrator/evaluator prior to the observation.

In the lesson observation, the administrator/evaluator observes the teacher, the students, their interactions and the classroom environment. The teacher is aware of what CSTP are being observed and has had the opportunity to prepare a lesson that will demonstrate those CSTP. Keeping in mind that the CSTP he or she is evaluating the teacher upon, the administrator/evaluator completes the appropriate classroom observation record(s), provides copies to the teacher, and meets with the teacher for a post-observation conference within three days.

Clearly, in a single lesson observation all of the ways in which a teacher addresses the CSTP may not be visible. The teacher may bring in artifacts to the post-observation conference to demonstrate the achievement of the CSTP.

The post-observation conference should provide the teacher and the administrator/evaluator the opportunity to engage in a reflective conversation centered on the content of the teacher's annual goals, the pre-observation conference, the classroom observation record, and any teacher provided artifacts.

The final evaluation conference should reflect all of the previous conferences and conversations and provide the teacher with feedback on his/her strengths and areas to address in future CSTP goals.

Pre-Observation Conference

Teacher: _____

Subject/Grade: _____

Period/Time: _____

Date: _____

Protocol for a Pre-Observation Conference

1. Briefly describe the students in the class (or group of students), including those with special needs.

2. What are your goals for this lesson? What do you want students to learn?

3. To which of your curriculum content standards do these goals relate?

4. Describe the learning that has occurred prior to this lesson and what will follow it.

5. What strategies and activities will you employ to help students meet the objectives of the lesson?

6. How and when will you know whether the students have learned what you intended?

7. Is there anything specific in either your teaching or your students' behavior that you would like me to focus on during the observation?

Classroom Observation Record
Dixon Unified School District
#_____of_____

Teacher: _____
Date of Observation: _____
Grade: _____ Subject: _____

Observer: _____
School: _____
Time In: _____ Time Out: _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 1: Engaging and Supporting All Students in Learning</u></p> <ul style="list-style-type: none"> · Connecting students' prior knowledge, life experience, and interests with learning goals · Using a variety of instructional strategies to respond to students' diverse needs · Facilitating learning experiences that promote autonomy, interaction and choice · Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful · Promoting self-directed reflective learning for all students 	

Classroom Observation Record
Dixon Unified School District
_____ of _____

Teacher: _____
Date of Observation: _____
Grade: _____ Subject: _____

Observer: _____
School: _____
Time In: _____ Time Out: _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 2: Creating and Maintaining Effective Environments for Student Learning</u></p> <ul style="list-style-type: none">· Creating a physical environment that engages all students· Establishing a climate that promotes fairness and respect· Promoting social development and group responsibility· Establishing and maintaining standards for student behavior· Planning and implementing classroom procedures and routines that support student learning· Using instructional time effectively	

Classroom Observation Record
Dixon Unified School District
_____ of _____

Teacher: _____
Date of Observation: _____
Grade: _____ Subject: _____

Observer: _____
School: _____
Time In: _____ Time Out: _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 3: Understanding and Organizing Subject Matter for Student Learning</u></p> <ul style="list-style-type: none">· Demonstrating knowledge of subject matter and student development· Developing student understanding through instructional strategies that are appropriate to the subject matter· Organizing curriculum to support student understanding of subject matter· Using materials, resources and technologies to make subject matter accessible to students.· Interrelating ideas and information within and across subject matter areas	

Classroom Observation Record
Dixon Unified School District
#_____ of _____

Teacher: _____
Date of Observation: _____
Grade: _____ Subject: _____

Observer: _____
School: _____
Time In: _____ Time Out: _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 4: Planning Instruction and Designing Learning Experiences for All Students</u></p> <ul style="list-style-type: none"> · Drawing on and valuing students' backgrounds, interests and developmental learning needs. · Establishing and articulating goals for student learning. -Developing and sequencing instructional activities and materials for student learning Designing short-term and long-term plans to foster student learning Modifying instructional plans to adjust for student needs 	

Classroom Observation Record
Dixon Unified School District
_____ of _____

Teacher: _____
Date of Observation: _____
Grade: _____ Subject: _____

Observer: _____
School: _____
Time In: _____ Time Out: _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 5: Assessing Student Learning</u></p> <ul style="list-style-type: none">· Establishing and communicating learning goals for all students· Using the results of assessment to guide instruction· Collecting and using multiple sources of information to assess student learning· Communicating with students, families and other audiences about student progress· Involving and guiding all students in assessing their own learning	

Yearlong Anecdotal Record
Dixon Unified School District
_____ of _____

Teacher: _____
School: _____

Observer: _____
School Year _____

<i>Evidence</i>	<i>Comments/Questions</i>
<p><u>Standard 6: Developing as a Professional Educator</u></p> <ul style="list-style-type: none">· Reflecting on teaching practice and planning professional development · Working with families to improve professional practice · Establishing professional goals and pursuing opportunities to grow professionally · Working with colleagues to improve professional practice · Working with communities to improve professional practice	

Dixon Unified School District Non-Permanent Teacher Annual Goals- Year 1

Teacher's Name: _____ School: _____

Non-permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. Year 1 teachers shall be evaluated on Standards 2, 4, and 6 to align with the content of the BTSA program for these teachers. CSTP Standard 1: Engaging and Supporting All Students in Learning shall be embedded throughout the process as it is in the BTSA program.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Areas of Strength

Goals

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- Drawing on and valuing students' backgrounds, interests and developmental learning needs.
- Establishing and articulating goals for student learning.
- Developing and sequencing instructional activities and materials for student learning
- Designing short-term and long-term plans to foster student learning
- Modifying instructional plans to adjust for student needs

Areas of Strength

Goals

Dixon Unified School District Non-Permanent Teacher Annual Goals- Year 1

Teacher's Name: _____ School: _____

Standard 6: Developing as a Professional Educator

- Reflecting on teaching practice and planning professional development
- Working with families to improve professional practice
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with colleagues to improve professional practice
- Working with communities to improve professional practice

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Dixon Unified School District Non-Permanent Teacher Annual Goals- Year 2

Teacher's Name: _____ School: _____

Non-permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. Year 2 teachers shall be evaluated on Standards 3, 5, and 6 to align with the content of the BTSA program for these teachers. CSTP Standard 1: Engaging and Supporting All Students in Learning shall be embedded throughout the process as it is in the BTSA program.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- Demonstrating knowledge of subject matter and student development
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Organizing curriculum to support student understanding of subject matter
- Using materials, resources and technologies to make subject matter accessible to students.
- Interrelating ideas and information within and across subject matter areas

Areas of Strength

Goals

Standard 5: Assessing Student Learning

- Establishing and communicating learning goals for all students
- Using the results of assessment to guide instruction
- Collecting and using multiple sources of information to assess student learning
- Communicating with students, families and other audiences about student progress
- Involving and guiding all students in assessing their own learning

Areas of Strength

Goals

Dixon Unified School District Non-Permanent Teacher Annual Goals- Year 2

Teacher's Name: _____ School: _____

Standard 6: Developing as a Professional Educator

- Reflecting on teaching practice and planning professional development
- Working with families to improve professional practice
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with colleagues to improve professional practice
- Working with communities to improve professional practice

Areas of Strength

Goals

Page 2 of 2

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 1: Engaging and Supporting All Students in Learning

- Connecting students' prior knowledge, life experience, and interests with learning goals.
- Using a variety of instructional strategies to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction and choice
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed reflective learning for all students.

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Goal ____ of 3

Selected by Teacher ____ Administrator ____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Goal ____ of 3

Selected by Teacher ____ Administrator ____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- Demonstrating knowledge of subject matter and student development
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Organizing curriculum to support student understanding of subject matter
- Using materials, resources and technologies to make subject matter accessible to students.
- Interrelating ideas and information within and across subject matter areas
- Demonstrating knowledge of subject matter and student development

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Goal ____ of 3

Selected by Teacher ____ Administrator ____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- Drawing on and valuing students' backgrounds, interests and developmental learning needs.
- Establishing and articulating goals for student learning.
- Using the results of assessment to guide instruction
- Collecting and using multiple sources of information to assess student learning
- Communicating with students, families and other audiences about student progress
- Involving and guiding all students in assessing their own learning

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Goal ____ of 3

Selected by Teacher ____ Administrator ____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 5: Assessing Student Learning

- Establishing and communicating learning goals for all students
- Using the results of assessment to guide instruction
- Collecting and using multiple sources of information to assess student learning
- Communicating with students, families and other audiences about student progress
- Involving and guiding all students in assessing their own learning

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Goal ____ of 3

Selected by Teacher ____ Administrator ____

Dixon Unified School District Permanent Teacher Annual Goals

Teacher's Name: _____ School: _____

Permanent teachers' evaluations will be based on three of the six California Standards for the Teaching Profession. The teacher and administrator will each select a standard as a focus area for the evaluation process. Additionally, every teacher shall be evaluated in the area of Standard 6: Developing as a Professional Educator.

After reading the descriptions of the standards, evaluate your teaching in each standard that will be assessed this year. Identify your teaching strengths and goals.

Standard 6: Developing as a Professional Educator

- Reflecting on teaching practice and planning professional development
- Working with families to improve professional practice
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with colleagues to improve professional practice
- Working with communities to improve professional practice
- Reflecting on teaching practice and planning professional development

Areas of Strength

Goals

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

**Dixon Unified School District
Certificated Teacher Evaluation Report**

Teacher: _____

Assignment: _____

School: _____

School Year: _____

Evaluator: _____

Title: _____

Personnel Status:

- ☐ Non-permanent Year 1
- ☐ Non-permanent Year 2
- ☐ Permanent
- ☐ Temporary Contract
(current school year)
- ☐ Non-permanent Year 0
(Intern authorization)

Evaluation Based on These California Standards for the Teaching Profession

- ☐ Standard 1: Engaging and supporting all students in learning
- ☐ Standard 2: Creating and maintaining effective environments for learning
- ☐ Standard 3: Understanding and organizing subject matter for student learning
- ☐ Standard 4: Planning instruction and designing learning experiences
- ☐ Standard 5: Assessing student learning
- ☐ Standard 6: Developing as a professional educator

Recommendation for Continued Employment

- ☐ Continuation Recommended – Meets or Exceeds Standards
- ☐ Continuation with Improvement(s) Recommended
- ☐ Continuation with Improvement(s) Required
- ☐ Not Recommended for Continuation
- ☐ Not Applicable - Year 0 – Intern Authorization
- ☐ Not Applicable -Temporary Status

Comments related to CSTP Standard #

The Recommendations:

Comments related to CSTP Standard #

Recommendations:

Comments Related to CSTP Standard 6:

Recommendations:

I have received a copy of the evaluation report and have discussed the contents with the administrator who completed the evaluation.

Teacher Signature _____

Date _____

Administrator Signature _____

Date _____

The evaluatee's signature denotes reading and reviewing the evaluation but does not necessarily indicate agreement. Evaluatees have the right to submit a written response within fifteen (15) working days.

**Memorandum of Understanding
Between
Dixon Unified School District
And
Dixon Teachers Association**

**Professional Development Days for 2019-2020 School Year
Expires June 30, 2020**

The District proposes the addition of two (2) professional development days to be added to the 2019/2020 school year calendar. The District proposes that these two (2) professional development days be paid at each certificated employee's per diem rate and added to the work year. These days will be added to the 184 teacher work day contract with an appropriate per diem increase to the salary schedule. In the event the tentative agreement is not ratified, the 2019/2020 school year shall reflect 184 contract days, two (2) less contract days than the 2018/2019 school year, with a commensurate decrease in the salary schedule for the 2019/2020 school year and beyond.

The content of the professional development days will be decided based on a number of critical factors, such as District performance data, changes to statewide policy and direction, resources availability (both fiscal and human), District initiatives, and staff input. Furthermore, as the funding source for these two days has consistently been derived from the District's Supplemental and Concentration Grant (SCG), the content of these days will reflect the needs of students targeted by these funds.

In order to ensure staff input in this planning process, the District proposes the following:


- *Prior to 1 May 2019, the District will distribute a survey to all certificated staff in order to gauge interest in a variety of professional development opportunities, as well as input on the structure of the days.*
- *Subsequent to the survey's distribution, District staff will meet with DTA leadership to examine the survey results and to present other relevant factors in determining content. At this time, the District will share initial and tentative plans for the days' content.*
- *The District will collaborate with DTA leadership to develop a feedback or survey form, relevant to these two (2) days, prior to the first scheduled professional development day. The feedback or survey form will be distributed to participants after each of the professional development days.*
- *Subsequent to each professional development day, the District agrees to meet with DTA leadership to review survey results.*

Since the 2019/2020 school year calendar was developed by the calendar committee and adopted by the Board of Education on March 7, 2019, and in order to not affect significant changes to the current calendar, the District proposes that the two (2) professional development days be added as Tuesday, August 6, 2019 and Thursday, October 31, 2019 with the resulting changes to the school calendar as reflected in the attached document titled, Attachment A.

This agreement is non-precedent setting.

ATTACHMENT TO PACKAGE PROPOSAL

3/25/19

For District:	For DTA:
	
George Sabas	STH (chair)
W/K	Dan Lier
	Carley



2019 - 2020

SCHOOL YEAR CALENDAR

Dixon Unified School District

SEPTEMBER 2019						
S	M	T	W	T	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	LH	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	PD		

NOVEMBER 2019						
S	M	T	W	T	F	S
3	CK-5 6-8	CK-5, CK-5, 6-8	CK-5, CK-5, 6-8	9		
10	H	12	13	14	15	16
17	18	19	20	21	22	23
24	X	X	H	H	H	30

DECEMBER 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	F	F	F	21
22	X	H	H	X	X	28
29	X	H				

JANUARY 2020						
S	M	T	W	T	F	S
5	X	X	X	X	X	4
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2020						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	LH	15
16	H	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020						
S	M	T	W	T	F	S
1	CK-5 6-8	CK-5, CK-5, 6-8	CK-5, CK-5, 6-8	7		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	LH	31				

APRIL 2020						
S	M	T	W	T	F	S
5	X	X	X	X	X	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	27	28	29	30
31						

JUNE 2020						
S	M	T	W	T	F	S
	F	F	F	W	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Calendar Key		
W = Certif. Work Day	PD = Professional Development Day - Certif.	
H = Holiday	F = DHS Finals	
X = Non-Student Day	C = Conferences - K-5 (elementary) 6-8 (CA Jacobs)	
LH = Local Holiday		

ATTACHMENT A

**Dixon Unified School District
Employee Calendar Key
(Board Approved – March 7, 2019)**

2019-20 Calendar

August 5th & ~~6~~7th: Teacher Work Days

August 6th: Professional Development Day (Certificated)

August ~~8~~7th: First Day of School

September 2nd: Labor Day Holiday

October 14th: Local Holiday - Non-Student Day – Non-Work Day for Certificated employees and paid holiday for all classified employees

October 31st: Professional Development Day (Certificated) – Non Work Day for Classified Employees on calendars less than 12-months.

November 1st: PD Day for DHS Certificated/Work Day for All Other Certificated

November 4th – 8th: Elementary Conferences (K-5)

November 6th – 8th: Middle School Conferences (6-8)*

November 11th: Veterans' Day Holiday

November 25th – 29th: Thanksgiving Break

December 18th – 20th: DHS Finals

December 23rd – January 10th: Winter Break

January 13th: Students **and Staff** Return

January 20th: Martin Luther King Holiday

February 14th: Local Holiday – Non Work Day for Certificated and Classified Employees on calendars less than 12-months.

February 17th: Presidents' Day Holiday

March 2nd – 6th: Elementary Conferences (K-5)

March 4th – March 6th: Middle School Conferences (6-8)

March 30th: Local Holiday – Non Work Day for Certificated and Classified Employees on calendars less than 12-months.

April 6th – 10th: Spring Break

May 25th: Memorial Day Holiday

~~May 26th – 28th: DHS Finals~~

June 1st – June 3rd: DHS Finals

June 3rd: ~~May 28th~~: Last Day of School

June 4th: ~~May 29th~~: Teacher Work Day

Classified Paid Holidays:

July 4th – Independence Day (12-month employees)

September 2nd – Labor Day

October 14th – Local Holiday

November 11th – Veterans' Day

November 27th – 29th – Thanksgiving Holidays

December 24th, 25th – Christmas Holidays

December 31st – New Years' Eve

January 1st – New Years' Day

January 20th – Martin Luther King Day

February 15th – President's Day

May 25th – Memorial Day

ATTACHMENT TO PACKAGE PROPOSAL

**Memorandum of Understanding
Between
Dixon Unified School District
And
Dixon Teachers Association**

**Article XVI, Section 3 - Retiree Benefits
Expires April 30, 2019**

The District proposes changes to Retiree Benefits (Article XVI, Section 3) be placed in a Memorandum of Understanding that is valid only for the 2018-2019 bargaining session. Upon approval by the Board, this option would be made available to eligible employees for a set period of time with a mutually agreed upon starting or "opening" date and an ending or "closing" date of no later than April 30, 2019. This agreement is non-precedent setting.

Key:

~~Strikethrough~~ = delete

Highlighted = New/updated language

3. Benefits for Retirees

3.1 The Superintendent or designee shall advise all employees of their rights and responsibilities related to continuing their health insurance benefits when they retire.

3.2 A retiring certificated employee who has served a minimum of **13** ~~15~~ years as an employee in the District and who has reached age 55 prior to July 1 of his/her retirement year will receive a monthly **contribution** ~~allocation~~ for medical and dental insurance premiums equal to the amount s/he was receiving at **the time of** retirement. If a retiree is not covered by District insurance but wishes to join the District's **medical and/or dental insurance** plans at retirement s/he shall receive an amount equal to the **District's monthly contribution toward the single medical rate as defined in Section 1.2 (as amended by Tentative Agreement dated 4/19/18) at the time of retirement for the medical insurance and/or the current District contribution for dental insurance** ~~allocation~~ for the plan in which s/he enrolls at retirement. A part time employee would have his/her premium prorated proportionately.

3.3 The District's **contribution** ~~allocation~~ may be used only for medical and dental insurance programs, (including Medicare coordinated plans) and only through carriers approved by the District.

3.3.1 If a retiree obtains insurance as the second party on another **medical** insurance policy the district will reimburse the retiree for the "out of pocket" portion of the premium **for an amount** equal to the amounts in 3.2 above ~~up to the average of the single allocations amount~~ at retirement. The retiree shall submit copies of paycheck stubs, retirement check stubs, or insurance bills quarterly to the district business office for reimbursement.

3.3.2 **At the time of this MOU, the District does not offer carriers that provide coverage outside of California. If a retiree obtains insurance outside of the state, the district will reimburse the retiree for the "out of pocket" portion of the premium for an amount** equal to the amounts in 3.2 above at retirement. The retiree shall submit copies of paycheck stubs, retirement check stubs, or insurance bills quarterly to the district business office for reimbursement.


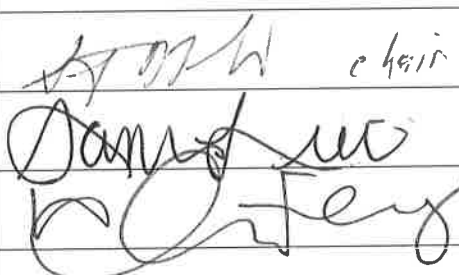

3.4 Any unused portion of the District's **contribution** ~~maximum allocation~~ reverts back to the District. The retiree may not apply any unused portion to other types of insurance or any other benefit programs.

ATTACHMENT TO PACKAGE PROPOSAL

- 3.5 A given retiree, after once receiving the monthly **contribution allocation**, shall continue receiving the **contribution benefits** from the District for **seven** ~~five~~ years. In the event of the retiree's death, benefits to the spouse would be continued until the next June 30.
- 3.6 Any retiree (or widow(er)) not receiving District contributions for medical and/or dental insurance shall be allowed to pay his/her own premiums and remain on the District insurance rolls.

(End of proposed Retiree Benefit MOU language)

3/28/19

For District:	For DTA:
	
Yongja Sabass	
	

Monthly Premiums

Medical

District contribution is based on the single rate for the middle option of the three medical high plans. Employees electing to enroll their dependents receive an additional \$100. For the 2018/2019 plan year, the District contribution will be \$835.91 for single coverage and \$935.91 for two-party or family coverage.

Please note: This contribution model follows the bargaining agreements.

Dental

The District pays 100% of the composite (single/family) rate for employees.

Vision

Employees that choose to enroll in vision are responsible for 100% of the premiums shown below.

Plan	Enrollment Tier	Current Rate	New Rate	Employee Contribution
Kaiser \$15 HMO (High Option)	Single	\$837.08	\$866.70	\$30.79
	Two-Party	\$1,674.17	\$1,733.41	\$797.50
	Family	\$2,243.38	\$2,322.77	\$1,386.86
Kaiser \$20 Deductible HMO (Low Option)	Single	\$513.80	\$531.81	\$0.00
	Two-Party	\$1,027.60	\$1,063.62	\$127.71
	Family	\$1,376.99	\$1,425.25	\$489.34
WHA \$15 HMO (High Option)	Single	\$794.64	\$835.91	\$0.00
	Two-Party	\$1,588.36	\$1,670.90	\$734.99
	Family	\$2,137.21	\$2,248.24	\$1,312.33
WHA \$20 HMO (Mid Option)	Single	\$605.23	\$636.87	\$0.00
	Two-Party	\$1,210.54	\$1,273.82	\$337.91
	Family	\$1,628.21	\$1,713.34	\$777.43
WHA HDHP HMO (Low Option)	Single	\$557.30	\$586.42	\$0.00
	Two-Party	\$1,114.67	\$1,172.91	\$237.00
	Family	\$1,499.27	\$1,577.61	\$641.70
Sutter Health Plus \$10 HMO (High Option)	Single	\$740.50	\$777.53	\$0.00
	Two-Party	\$1,481.16	\$1,555.23	\$619.32
	Family	\$1,985.48	\$2,084.72	\$1,148.81
Delta Dental	Composite	\$94.49	\$97.32	\$0.00
VSP Vision	Single	\$16.34	\$17.16	\$17.16
	Two-Party	\$25.38	\$26.66	\$26.66
	Family	\$40.25	\$42.29	\$42.29