

AGREEMENT
BETWEEN THE
**DEHESA SCHOOL
District**
AND THE
**DEHESA TEACHERS'
Association/CTA/
NEA**

JULY 1, 2011
THROUGH
JUNE 30, 2014

8/20/2012

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PREAMBLE

The Article and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Dehesa Elementary School District ("Employer") and the Dehesa Teachers Association/CT A/NEA ("Association"), an employee organization. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 1: RECOGNITION

1.1 Recognition

- 1.1.1 The Dehesa Board of Trustees hereby recognizes the Dehesa Teachers Association/CTA/NEA as the exclusive negotiating representative of the members of the unit, which includes: probationary or permanent, part-time or full-time classroom teachers, including temporary, and other regular full-time or part-time certificated employees, and school nurse. Substitute teachers and summer school teachers are not considered members of the unit.
- 1.1.2 No other group or organization or representative thereof shall be permitted to engage in any meeting and/or negotiation with the District on behalf of any employee included in the unit.

ARTICLE 2: DEFINITION OF TERMS

2.1 Definitions

- 2.1.1 "Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 2.1.2 "Association" means the Dehesa Teachers Association/CTA/NEA.
- 2.1.3 "Bargaining Unit" refers to the group of certificated non-supervisory employees covered by this Agreement.
- 2.1.4 "Board" as used herein is the Board of Trustees of the Dehesa School District.
- 2.1.5 "Certificated Employee" as used herein means a member of the unit.
- 2.1.6 "Unit Member" also "Teacher" and "Employee" refers to any certificated employee of the District covered by this Agreement.
- 2.1.7 "Full-time Employee" is defined as one who is assigned under contract for one semester or more to work the entire day for all of the duty days as provided in this Agreement.
- 2.1.8 "Part-time Employee" is defined as one who is assigned under contract for one semester or more to work less than the regular full-time employee as defined in this Agreement.
- 2.1.9 "Calendar Year" refers to the yearly period from January 1 to December 31.
- 2.1.10 "Days" are calendar days.
- 2.1.11 "Duty Days" are days on which the members of the unit are required to be in attendance.
- 2.1.12 "School Days" are days in which students are required to be in attendance.
- 2.1.13 "Instructional Day" refers to the daily amount of in-class time required of students.

- 2.1.14 "Daily Rate of Pay" means the unit member's salary divided by the number of duty days.
- 2.1.15 "Grievance" means a claim by one or more members of the unit or the Association of an alleged violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
- 2.1.16 "Grievant" refers to a member of the unit or the Exclusive Representative asserting a grievance.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, layoff, terminate, and discipline employees and to determine the effects and impact of any action implementing these rights, insofar as they do not diminish the specific provisions of this Agreement.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 3.3 It is not the intention of the parties in setting forth the above-mentioned rights of the District to diminish in any way the rights of the Association or of unit members as set forth in this Agreement.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on, or discriminate against an employee exercising the membership participation or organizational activities rights guaranteed herein.

4.1.1 1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment, authorizing deduction of unified membership dues, including special services and welfare fund assessments. Such authorization shall continue in effect unless revoked in writing to the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated. No voluntary deductions, as described herein, shall be processed in less than twenty-five (25) days from the receipt of the authorization in the District payroll department.

4.1.2 The District agrees, to remit promptly all authorized deductions, via the County Department of Education office, to the Association accompanied by a numerical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

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

4.1.4 Agency Fees: The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.

With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes to personnel from the list previously provided.

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

Religious Objections: Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: United Way or Dollars for Scholars, Dehesa Chapter.

To receive a religious exemption, the unit member must submit a detailed, written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make a payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

Proof of payment shall be made on an annual basis to the Association and the District as a condition of continued exemption for the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as a donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

Any unit member making payments as set forth in sections 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.

- 4.1.5 The Association shall have the right of access at reasonable times to areas in which employees work. Such access shall not conflict with assigned duties. They shall also have the right to use institutional bulletin boards, mailboxes and other means of communication subject to reasonable regulations, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of their rights.

- 4.1.5.1 The Association shall have the right to utilize a designated bulletin board space. Nothing herein shall be deemed to permit the posting of defamatory or obscene materials.
 - 4.1.5.2 Existing District mailbox facilities may be utilized by the Association for communications with members or with other employees of the District.
 - 4.1.5.3 The Association President, or designee, shall be entitled to a maximum of five (5) days' release time each year, with the cost of his/her substitute paid by the Association. By mutual agreement between the District and the Association President, the number of days may be extended.
- 4.1.6 The Association and the district agree to schedule monthly meetings for the purpose of discussing and resolving school-related issues or concerns. These monthly meetings shall be conducted informally and shall not be in lieu of formal negotiations when required.

ARTICLE 5: HOURS OF EMPLOYMENT

- 5.1 It is acknowledged that teachers are professionals. The teachers' on-site work week is 37.5 hours. The immediate supervisor or site administrator shall set the on-site work day, with reasonable latitude to make adjustments for the accommodation of special circumstances and events. The normal full time teacher's work day is 7.5 hours, including: 5 hours 21 minutes of instructional time for Kindergarten through 5th grade; and 5 hours 31 minutes of instructional time for 6th grade through 8th grade; at least 30 minutes on school site before the scheduled classes; at least 15 minutes after class time; 15 minutes recess time; and teachers shall be allowed a 30-minute uninterrupted duty-free lunch period. Additionally, teachers assigned to grades 6, 7, or 8 shall be provided an average of 30 minutes per day of preparation time to be included within the teachers' normal work day. The District administrator shall be responsible for approving deviations from these provisions.
- 5.2 The duties and responsibilities of each bargaining unit member in his/her respective assignment are:
- 5.2.1 INSTRUCTIONAL SERVICES: Instruction; lesson planning; campus and student supervision; parent conferences and meetings; guidance assistance to students; professional growth and in service meetings; student diagnostic and assessment activities, including scoring of student work; school and student record maintenance; curriculum development; instructional materials development; District committee assignments.
 - 5.2.2 SCHOOL AND DISTRICT ACTIVITIES: Parent/Faculty meetings and activities; school and faculty receptions; open house/back-to-school night; public school observance; supervision of students at school-sponsored or approved activities such as study trips, athletic events, student body activities; extended professional meetings. Normally, participation in special committees and/or special school activities shall be on a voluntary basis. No teacher may be required to participate in such activities for a total of more than ten (10) hours beyond the normal workday in any school year.
 - 5.2.3 The District may, at its sole discretion, schedule minimum days for pupils.

ARTICLE 6: HEALTH BENEFITS

6.1 The District will pay the full cost of employee-only health, dental, vision, and life insurance for the 2011-12 school year.

6.1.1 Health Insurance: The District agrees to provide eligible unit members health benefits. The District will pay a pro rata share of health benefits for unit members who work at least one-half time. The District's cost will be **\$6,182.64** for the 2011/2012 school year for current employees only. The District will provide new employees hired after the ratification of this Agreement, whom are eligible for health benefits, medical insurance of the least expensive medical insurance plan offered by the District. If the new employee chooses to opt for a more expensive plan, the difference in cost will be paid by the employee. Newly hired full time and less than full time employees are not eligible to OPT out of medical, as per VEBA regulations.

6.1.2 Dental Insurance: The District will pay a pro rata share of dental benefits for unit members who work at least one-half time. The District shall contribute up to **\$572.04** annually for unit members who work at least one-half time.

6.1.3 Life Insurance: The District will provide a \$10,000. life insurance policy for all unit members who work at least half time at an annual cost of **\$18.00**.

6.1.4 Vision Insurance: The District will provide vision insurance (VSP- VEBA) Plan B with \$25.00 deductible for all certificated unit members who work at least half time at an annual cost not to exceed **\$94.92**.

6.2 Early Retirement Health Benefits

6.2.1 An early retiree is a unit member who begins drawing early retirement from STRS prior to age 65.

6.2.2 Effective, June 1, 2006, a unit member who has provided a minimum of fifteen (15) continuous years of service to the District, who resigns directly from District service to enter STRS service retirement, and who is at least sixty (60) years of age on the effective date of resignation, shall be eligible, as of the date, to participate in the District medical benefit plan(s). The District contribution for this plan shall be equal to the contribution rate for full-time active members of the bargaining unit, subject to that contribution and that plan being amended from time to time as a result of future negotiations. Eligibility will continue until the unit member reaches age 65 or

becomes eligible for Medicare coverage, whichever occurs first.

ARTICLE 7: CLASS SIZE

7.1 It is recognized that classes should ideally be maintained at a size and make up of pupils compatible with maximum instructional potential. It is also recognized that in a small school district, available facilities and financial resources demand the exercise of flexibility and understanding within reasonable guidelines.

7.2 The parties agree that class sizes will not normally exceed limits set by state law. However, the following shall serve as a guide:

Kindergarten - 30 average

Grades 1-3 - 30 average

Grades 4-5 - 30 average

Grades 6-8 - 30 average

7.3 In the event circumstances make compliance impracticable with the class size goals, teachers shall have the right to request review with recommendations as to adjustments. Some potential adjustments that the District may make at its discretion include but are not limited to the following:

- a) Employment of an aide(s)
- b) Re-organization/distribution of students
- c) Employment of additional teachers (depending upon space available and financial considerations).
- d) The District may apply to the State Department of Education for a waiver of class size limit(s) with the approval of the affected instructor(s) and Association President.

7.4 Specific attention shall be paid to the composition of combination classes pertaining to the selectivity and numbers of students as compared to the makeup of single grade classrooms.

ARTICLE 8: EVALUATION

8.1 Responsibility

8.1.1 The responsibility for evaluation of unit members rests with the administrative head of the school.

8.1.2 It is agreed by the parties that the principal objective of evaluation is to maintain and continuously strive for improvement in the quality of education in the District and to evaluate the performance of any unit member.

8.1.3 The unit member accepts responsibility to provide an appropriate opportunity for children to learn and present himself/herself as having the necessary skills, knowledge, and abilities to instruct and guide youngsters to learn at a pace in keeping with the standards of the District.

8.2 Evaluation Procedures: Evaluation documents contained in Appendix E shall be used. The evaluator shall evaluate the unit member in terms of his/her student progress toward meeting the augmented California Standards for the Teaching Profession as defined in Appendix E.

8.2.1 Probationary unit members shall be evaluated annually. Permanent unit members with nine (9) years or less in the District shall be evaluated at least every two years. Permanent employees with at least ten (10) years service with the school district are highly qualified, as defined in 20.U.S.C.Sec 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every 5 years. The evaluator and the permanent unit member being evaluated must agree to the five (5) year evaluation cycle and the unit member or the evaluator may withdraw consent at any time. Permanent unit members may choose an alternative/project based evaluation with the consent of the administration.

8.2.2 Sequence of evaluation events are as follows: The following timeline applies to Temporary and Probationary unit members. Permanent unit members who have received an unsatisfactory evaluation in the previous year and are at risk of not being rehired will also be evaluated using this timeline.

By October 1	Evaluation procedures and forms reviewed with principal.
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- By November 30 Pre and post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
 - By March 1 Pre and post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
- Final Certificated Appraisal Instrument completed and last conference held at least 30 days prior to last day of school.

The following timeline applies to Permanent unit members evaluated under the standard evaluation procedure.

- By October 1 Evaluation procedures and forms reviewed with principal.
 - By March 1 Pre- and Post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
- Final Certificated Appraisal Instrument completed and last conference held at least 30 days prior to the last day of school.

8.3 Nothing in this Article shall be deemed to limit the right of the Public School Employer to observe and assess at any time the performance of any unit member.

8.4 Supplemental evaluations of a unit member may be written at any time deemed necessary by the immediate supervisor, or as requested by the unit member. These may be either for the purpose of commendation, or for the identification of areas of weakness and requirements for improvement. If a unit member receives any approval rating of need improvement or does not meet the augmented California Standards for the Teaching Profession, the evaluator shall develop a plan for improvement which includes specific recommendation for improvement and/or corrections. The evaluator shall

conduct subsequent observation and assessments for development of follow-up supplemental evaluations. If subsequent remedial action eliminates the negative observation or deficiencies, the Plan for Improvement shall not become part of the Evaluation Summary Form, nor will it be placed in the personnel file. If deficiencies are not corrected, the Plan for Improvement will be attached to the Evaluation Summary Form.

8.5 Each unit member will receive his/her observation report at a conference with the evaluator. Such conference shall take place not later than five (5) duty days following the observation. Each unit member shall receive his/her summary evaluation no less than 30 days prior to the end of the school year. Unit members will sign and date the observation report or the summary evaluation report or the summary evaluation signifying only receipt of the report. One copy of the document shall be retained by the unit member, and one copy shall be retained by the evaluator for inclusion in the individual unit member's permanent record. No evaluation document or report shall become a part of the personnel record of any unit member without his/her having seen such material and received a copy thereof. If a unit member refuses to sign the documents, a witness may sign a statement, attesting to the unit member's refusal. The signature of the witness must be made in the presence of the unit member.

8.6 The established grievance resolution procedure of the District may be utilized for processing any disputes regarding application of the evaluations procedures only.

8.7 Alternative/Project Based Evaluation

8.7.1 The District and the Association share the belief that offering alternatives to the regular evaluation process will improve excellence in instruction by promoting the professional growth or school improvement.

8.7.2 The alternative/project based evaluation will be a plan or project developed by the unit member and designed to improve professional performance or enhance the school's learning environment.

8.7.3 The alternative/project based evaluation will replace the regular evaluation process for participating unit members.

8.7.4 The alternative/project based evaluation process is available to all teachers who have achieved permanent status and have a satisfactory rating on the last evaluation.

- 8.7.5 The process shall consist of the following:
- 8.7.5.1 Meet with the principal to mutually develop the overall program and procedures to be followed, prior to October 1, using alternative/project based forms as found in Appendix E.
- 8.7.6 Approval for participation will be announced no later than October 1.
- 8.7.7 At the option of either the employee or the principal, and no later than December 1, participation in the alternative/project based evaluation process during the school year may cease. The evaluation process will then be as specified in Article 8.
- 8.7.8 Participants and the principal shall conduct at least two progress meetings prior to May 15. Participants shall submit written progress reports by January 31 and May 15 using the forms in Appendix E. The written progress reports and written response shall be filed in each participants personnel file.
- 8.7.9 Nothing in this agreement shall be deemed to limit the right of the Public School Employer to observe and assess at any time the performance of any unit member.

ARTICLE 9: PERSONNEL RECORDS

- 9.1 Upon request unit members may review their own personnel records in the presence of the Chief Administrative Officer at times other than during instructional hours. Upon request a copy of any personnel file material, exclusive of pre-employment materials, shall be furnished the unit member upon request.
- 9.2 No derogatory citizen complaint material shall be included in any unit member's personnel file, unless it is submitted as a written statement, signed and dated by the complainant and a copy thereof furnished to the unit member. The unit member shall have the right to answer in writing any complaints or other derogatory material filed, and such answer shall be attached to the file copy of the document.
- 9.3 Any citizen or parent complaint about an employee which the Administration believes is credible and which the Administration intends to pursue shall be reported as soon as reasonably practicable to the unit member. The unit member may request or the District may require a conference with the parent, principal and unit member. The unit member shall be permitted the right of full involvement and rebuttal to the allegation, with permission to use release time for processing same if necessary. Similarly a unit member alleging any violation of Board policy or misinterpretation of law has recourse to bring such allegation to the attention of the Board via the Superintendent.

ARTICLE 10: PEER ASSISTANCE AND REVIEW (PAR)

- 10.1 In accordance with Education Code section 44500 et seq., the parties have established the Dehesa Peer Assistance and Review Program to enhance professional development improve the quality of instruction, and to provide peer assistance and professional accountability.
- 10.2 The Peer Assistance and Review Panel shall be composed of two (2) teachers, selected by the Association and one (1) administrator appointed by the district. The Panel shall operate by consensus whenever possible. If consensus is not attainable, the Panel shall operate by majority vote. Except as indicated above, the Review Panel will adopt its own operating procedures.
- 10.3 Upon their selection, each Panel member shall be paid as follows:
- \$ 100.00 monthly (ten (10) months) for duties related to PAR
OR
Committee Leader rate for other duties determined by the Panel members.

Such compensation shall be for duties performed outside the regular workday.

ARTICLE 11: SAFETY CONDITIONS

- 11.1 Unit members shall not be required to work under unsafe conditions or perform tasks which endanger their health, safety, or human rights. Any alleged violations of the conditions shall be reported to the immediate supervisor.
- 11.2 The unit member shall notify the supervisor who, in turn, shall report to the appropriate law enforcement authority any incident in which a school employee is attacked, assaulted, or threatened by any pupil. Failure to make such a report is a misdemeanor.
- 11.3 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel which is related to school activity or school attendance, shall be reported by the unit member to the immediate supervisor who shall investigate and complete required reports as soon as practicable -- under normal circumstances, within two (2) duty days.
- 11.4 The Board shall insure against the personal liability of the unit members for damages, death, injuries to a person, or loss of property caused by the negligent act or omission of the unit member when acting in the scope of his/her office of employment. Such insurance shall be maintained at a minimum of \$ 1,000,000.00. Employees shall be entitled to all reasonable expenses incident to litigation of resultant damage suits as set forth in the conditions of the insurance policy.
- 11.5 During the first four (4) weeks of each school year the District will provide each unit member with a copy of the current Negotiated Agreement and an employee handbook.
- 11.5.1 The District will provide the Association president with a copy of:
- 1) All current Dehesa School District Governing Board Policies.
 - 2) All revisions and additions of (1) upon their adoption by the Governing Board.
- 11.5.2 The District and the Association agree to set aside a designated location for unit member access to the most current versions of the following:
- 1) Governing Board Policy
 - 2) California Ed. Code
 - 3) Dehesa School District Employee Handbook
 - 4) Current OTA Contract
 - 5) Other materials as agreed upon by the parties

11.6 With advance approval by the immediate supervisor, unit members may bring their personal property and leave it on District premises. Personal property is defined as unit member materials or equipment used to enhance or to supplement the instructional program. Also included are items of a personal nature which are necessary for effective teaching (such as eyeglasses and wristwatches) excluding ornamental items and articles of clothing. If such property is stolen or damaged while on District premises, and without fault of the unit member, the District shall honor claim(s) for replacement or repair, as appropriate. The maximum claim paid shall be three hundred dollars (\$300.00) with a ten dollar (\$10.00) deductible borne by the unit member. Theft or damage to such personal property must be reported within one (1) working day of the time of discovery of the theft or damage. Property to be left on premises must be registered with and approval for same received from the immediate supervisor on the District prescribed form. The completed form should be returned to the District Business Office. The filing of claims shall require a statement of clear market value.

ARTICLE 12: REASSIGNMENT

- 12.1 General Guidelines: A predominant consideration in the reassignment of unit members shall be the promotion of student welfare, best interests of the education program, and the District welfare as a whole. Within this context, the reassignment of unit members must be based upon factors which include training and experience, credentials, and personal and professional qualifications. Unit members' reassignment from one assignment to another shall be given consideration where possible to assure:
- 12.1.1 The best interests of the educational program.
 - 12.1.2 A balanced staff relative to training, experience and background.
 - 12.1.3 Consideration of unit member's preference.
 - 12.1.4 To balance and equalize class size in all classes due to changes in enrollment.
 - 12.1.5 Seniority shall be a consideration for processing a reassignment.
- 12.2 When a bargaining unit position becomes vacant, administration shall provide written notice of the vacancy to all staff not less than two weeks prior to filling of the vacancy.
- 12.3 If a unit member is selected to fill a vacancy, the resulting vacant position may be filled prior to the two week waiting period, provided that staff has had a reasonable opportunity to express interest in the position.
- 12.4 Teacher Initiated Reassignment: Unit members shall submit in writing any request for reassignment in response to an announced vacancy. Unit members who submit a request for reassignment shall be interviewed for the position prior to a selection of a non-bargaining unit member to fill the vacancy. Unit members shall not be denied reassignment for arbitrary or punitive reasons.
- 12.5 Administrator Initiated Reassignment: When deemed desirable and in the best interest of the District, the Superintendent/Principal may initiate a reassignment.

Prior to a final decision to reassignment being made, the Superintendent/Principal shall meet with the effected unit member(s) for the purpose of stating the rationale for the potential reassignment and

offering an opportunity for discussion and input by the unit member(s). Within five (5) duty days, the unit member shall have the right to reconvene the meeting to provide the Superintendent/Principal with any additional information prior to a final decision on the potential reassignment.

The unit member shall be advised of the decision to implement an administrative reassignment as soon as is practicable for the following year, but, unless unusual and unforeseen circumstances, not later than June 1 of the current school year. The unit member may request a written explanation of the rationale for the reassignment.

Administrative reassignment shall not be made for arbitrary, capricious or punitive reasons.

- 12.5.1 Any unit member who is reassigned during the school year from one grade level to a different grade level (including combination classes) shall be granted two days release time and/or extra pay \$20 per hour/\$150 per day in order to prepare for the new grade level assignment.
- 12.5.2 Any unit member who is reassigned during the school year from one classroom to another classroom shall be granted one day release time in order to prepare the new classroom environment.
- 12.5.3 The unit member and the Superintendent/Principal shall mutually agree upon the date when the reassignment will take place.

ARTICLE 13: PROCEDURES FOR PROCESSING GRIEVANCES

- 13.1 A grievance is an allegation by an employee, or group of employees, that there has been a violation, misapplication, or misinterpretation of the specific provision of this Agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 13.2 Before filing a written grievance, the grievant shall attempt to resolve the grievance by informal conference with their immediate supervisor.
- 13.3 Formal Level:
- 13.3.1 Level I: Within twenty (20) duty days from the time the grievant, or grievants, learned of the event, omission or condition, which gave rise to the grievance, it must be presented, in writing, to the immediate supervisor. No grievance may be filed or expanded more than thirty (30) duty days after the employee learned of the alleged action, incident, or omission.
- 13.3.1.1 The Supervisor shall communicate his/her decision in writing within ten (10) duty days after receiving the grievance. If the Supervisor does not respond within the time limits, the grievance may be appealed to the next level.
- 13.4 Level II:
- 13.4.1 In the event the decision at Level I does not satisfactorily resolve the problem(s), the grievant(s) may appeal to the Board of Education within ten (10) duty days. After receiving the appeal of a grievance, the Governing Board shall take the matter under study. At the request of the grievant(s), a conference shall be held. Such conference shall be held in closed session of that body. Within twenty (20) duty days following receipt of the grievance appeal, the Governing Board shall render their decision in writing.
- 13.5 Level III-Advisory Arbitration:
- 13.5.1 If the grievant(s) is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of the Board's written reply, the grievant(s) may submit the grievance to the Association which will determine whether the matter may go to Level III. If the Association decides to pursue the matter, the parties shall request a list of arbitrators from the California Conciliation Service.

- 13.5.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
- 13.5.3 The arbitrator is empowered to include in any recommendation financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the employer and the Association. If either party requests a transcription of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the employer and the Association.
- 13.5.4 An arbitrator shall be selected by the following procedure: A representative of the Association and the employer's representative shall select the arbitrator from the California State Conciliation Service list, by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) duty days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the current school year. The odd-numbered grievances will give the employer first elimination; even-numbered grievances will give the Association first elimination.
- 13.5.5 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Agreement. The jurisdiction of the arbitrator shall be confined to determination of the facts and the interpretation of the provisions of the contract. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.
- 13.5.6 Within thirty (30) days after conclusion of the hearings, the arbitrator shall render an advisory decision, in writing, to the parties in interest.
- 13.5.7 Within fifteen (15) duty days of receipt of the advisory decision from the arbitrator, the Board shall meet and take action to accept or reject the recommendation. If the Board fails to act, the arbitrator's recommendation shall be implemented.

13.6 Rights of Grievant(s):

- 13.6.1 No reprisals of any kind will be taken by the Association or the Superintendent or by any member or representative of the Administration or the Board against any grievant(s), any party in interest, or any other participant in the grievance procedure by reason of such participation.
- 13.6.2 Prior to arbitration a unit member may be represented at all formal stages of the grievance procedure by himself/herself, or the Association.
- 13.6.3 When it is necessary for a representative or grievant(s) to investigate a grievance or attend a grievance meeting or hearing during the day, they, will be granted release time without loss of pay in order to permit participation.
- 13.6.4 In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is processed through Level III, neither the grievant(s), the Association, nor the District, shall make public either the grievance or evidence regarding the grievance.
- 13.6.5 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 14: LEAVES OF ABSENCE

14.1 Full Pay Leave of Absence for Illness or Injury

A teacher on a paid leave of absence shall be entitled to receive wages, credit for annual salary increments, fringe benefits, insurance, retirement credit appropriate to the leave, and to return to the same administrative unit and to the same assignment from which the teacher left, if that assignment still exists.

14.1.1 Unit members shall be entitled to ten (10) days of paid sick leave and such additional days as the Board may allow for illness or injury, for each school year of service. For any unit member employed after the beginning of the school year, the benefits of this section shall be prorated.

14.1.2 Unit members may use up to six (6) days in any school year for the illness of a member of the immediate family. Exceptions beyond immediate family may be granted with administrator approval.

14.1.3 No later than October 15 of each school year, the District shall provide each teacher with a written statement of his/her accrued sick leave total as of June 30 of the preceding school year as well as a statement of his/her sick leave entitlement for the current school year.

14.1.4 Unused sick leave shall accrue from school year to school year without limit.

14.1.5 Within the provisions of this Article, unit members may use accumulated sick leave at any time.

14.2 Extended Leave for Illness or Injury: After having exhausted all accumulated sick leave, a unit member employed full-time is entitled to five months' extended illness leave at the rate of fifty percent (50%) of his/her regular daily rate whether or not a substitute is used.

14.3 Verification of Illness or Injury: After six (6) consecutive days' absence due to illness or injury, the Superintendent/Principal may require a unit member to verify illness or injury by providing a physician's certification or a certificate from a person authorized by any well-organized church or denomination to treat people.

14.4 Illness Leave Due to Pregnancy and/or Child Care: Pregnancy leave shall be granted in accordance with the following conditions:

- 14.4.1 A pregnant unit member may continue to work as long as her health will permit, as certified by her physician, and so long as she can satisfactorily perform her duties and responsibilities. A pregnant unit member must file a statement from her physician stating the estimated date of delivery and that in the physician's judgment, the unit member can continue to satisfactorily perform all of her assigned duties and responsibilities.
- 14.4.2 The pregnant unit member may use illness leave for pregnancy-related disability the same as for any other disability for which sick leaves are granted.
- 14.4.3 A pregnant unit member who wishes to take a prenatal or postnatal leave, and who is physically able to render her customary and usual service to the District, may request such leave without pay for a time mutually agreeable to the unit member and the District. Such unit member may arrange to continue her health and welfare benefits at her own expense, by contacting the District Office.

14.5 Child Rearing Leave

- 14.5.1 Unpaid child rearing leave shall be granted for one or two trimesters or one school year. Upon requesting reinstatement, the unit member shall present a statement signed by her physician stating that she is physically fit to resume her normal duties. These same provisions, with the exception of the health certificate, shall be available to the unit member becoming an adoptive parent and shall be subject to extension for that period of time necessitated by the requirements of the adoption agency, but, in any case, not to exceed one (1) year.
- 14.5.2 A unit member who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child.
- 14.5.3 After the birth of his child, a male teacher shall be entitled to three (3) days of paid leave to care for the child or the mother of the child.

14.6 Jury and/or Witness Leave

- 14.6.1 A unit member called for jury duty in the manner prescribed by law, or required to appear in court other than as a litigant, or to appear as a witness in a court when subpoenaed by proper authority in response to an official order from another Governmental

jurisdiction, not brought about through the misconduct or the connivance of the unit member, shall be granted leave. Such leave shall be paid up

to that amount which equals the difference between the unit member's regular earnings and any amount received as pay from the court.

14.6.2 As an incentive for unit member to postpone jury duty, the District will pay the current short term substitute rate of pay for jury service postponed and performed during non-teaching days. This option is only for unit members who receive a summons for jury duty scheduled during their teaching year, and who normally would have a substitute teacher while absent. To qualify for this incentive, the unit member must:

- 1) Submit a letter to the Superintendent requesting this pay option; include a copy of the original jury service notice, and a statement indicating you have requested postponement of jury service to non-work days.
- 2) Upon completion of postponed jury duty, submit a signed validation form from the jury commissioner showing each day of jury service performed.

14.7 Leave of Absence Without Pay: At its discretion, the Board may grant a unit member an unpaid leave of absence for a minimum of one trimester and/or a maximum of one school year, provided that such leave commence and conclude on a trimester break. Such unit member may arrange to continue health and welfare benefits at his/her own expense, by contacting the District Office. If requested, an extension for not more than one additional year may be granted. The activity for which the leave is granted must involve the full-time equivalent of sixty (60) percent or more of the leave time granted. Such leaves shall include:

14.7.1 Advanced Study: A program of such study shall be outlined at the time of the request.

14.7.2 Travel: Plans for professional growth as a result of the travel must be submitted with the request.

14.7.3 Illness: A leave of absence for health reasons should be granted to a bargaining unit member for a minimum of one (1) trimester or one (1) school year. with extensions to be considered for not more than a total of thirty-nine (39) months. The unit member shall obtain written verification of the need for such leave from a competent medical authority recommending leave (based on the

health needs of either the unit member or a member of the immediate family).

- 14.7.4 **Emolovment Outside the District:** Leave may be granted for the purpose of acquiring relevant teaching, supervisory, and/or administrative experience or other type of position directly related to education.

14.8 Bereavement Leave: An unit member shall be granted paid bereavement leave not to exceed five (5) days per occurrence. Such leave shall be granted only for the death of members of the immediate family. (Immediate family: mother, father, grandmother, grandfather, grandchild of the unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any dependent relative, or any person living in the immediate household of the unit member.) Exceptions beyond immediate family may be granted with administrator approval.

14.9 Personal Necessity Leave: During any school year, a unit member may use not more than seven (7) days of sick leave entitlement in the cases of personal necessity described below. (Education Code Section 44981.) The District-provided form for verification of personal necessity shall be forwarded within seven (7) days after the absence to the Superintendent for approval. This verification requirement applies to sub-sections below, except for Section 14.9.6 below.

- 14.9.1 Death, or serious illness of a member of his/her immediate family.
- 14.9.2 Accident involving the person or property or the person or property of a member of the immediate family of such an emergency nature that the immediate presence of the unit member is required during the work day.
- 14.9.3 Appearance in court as a litigant or as a witness under an official order, with pay up to the difference between the unit member's regular pay and any amount received as a fee. The unit member shall return to work when released from court prior to noon of any duty day.
- 14.9.4 Serious or critical illness of a member of the immediate family, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the unit member is required during his/her work day.

- 14.9.5 One (1) day for funeral attendance for other than immediate family.
- 14.9.6 Other reasons of a compelling personal nature or any reason the unit member deems sufficiently important to be absent from duties.
- 14.9.7 Prior written notification shall be provided at least three (3) days in advance, if possible. Approval will be granted in the order of receipt of the requests.

14.10 Professional Growth/In service

- 14.10.1 The Board may grant a leave of absence to a unit member after each seven (7) consecutive years of service in the District to engage in study, travel or research. Such activity shall be for the purpose of improving professional performance, inspiring creativity and adding concrete knowledge to the unit member's services with the District. Such leave shall be for one (1) year or one (1) trimester only, and shall be compensated at 50% of the unit member's regular salary for that period of time for which the leave is granted. Any and all fringe benefits shall be provided pro-rata on the same basis.
- 14.10.2 Applications for such leave shall be considered on the basis of merit and criteria for such consideration shall include training, experience, credential, personal and professional qualifications, as well as the efficient operation of the District. No more than one (1) unit member will be granted this leave in any one year.
- 14.10.3 A unit member granted this leave shall agree to render service to the District after he/she returns from such leave for a duration of not less than twice the length of the leave taken. E.g.; if granted a one year leave, the unit member will render at least two (2) years of service upon return. The unit member shall furnish a suitable bond indemnifying the District against loss in the event that he/she fails to render the required services.

14.11 In service

- 14.11.1 Upon recommendation of the Superintendent/Principal, unit members may be granted released time without loss of pay to attend such in service workshops, subject matter conferences, etc. as are approved for professional growth

14.12 Industrial Accident or Illness

An employee who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the district' accident and report form. Claims must be submitted by the employee promptly.

14.12.1 Unit members shall be eligible for leave of absence due to an industrial accident or illness. An Industrial accident or illness is one incurred in the performance of duty or aggravated by conditions encountered in the performance thereof, as determined by Workers' Compensation Insurance carrier or by the Industrial Accident Commission that an injury or illness was caused in the performance of duty or was aggravated by conditions encountered in performance thereof. Such leave shall commence on the first day of such absence. Such leave shall be for not more than sixty (60) duty days in any one fiscal year for the same accident or illness. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her from the same illness or injury. Such leave days shall not be accumulated from year to year. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave as defined by this agreement and the Education Code will then be used. If a unit member continues to receive temporary disability indemnity, the unit member shall be entitled to use only such of his accumulated sick leave, vacation, or other available leave as when added to the temporary disability indemnity award will result in no more than his full salary. Compensation for such leaves shall be paid in conformance with the Education Code. All leaves of absence for industrial accident or illness shall be subject to the regulations specified in the Education Code and this agreement.

14.13 Miscellaneous Leave: A Unit member returning from any leave of up to one year's duration shall be entitled to return to the same or like position, unless otherwise agreed to at the beginning of such leave. All other benefits shall be restored, including but not limited to District insurance coverage and accumulated sick leave.

ARTICLE 15: SALARY

15.1 Unit members shall receive the salary indicated by their appropriate placement on the salary schedule.

15.2 The salary schedule for members of the unit shall be as set forth in "Appendix A" attached hereto.

15.3 Placement on Schedule

15.3.1 Unit members, who are in paid status for seventy-five percent (75%) of the work year shall be eligible for step advancement on the salary schedule. Unit members who are in paid status for less than seventy-five percent (75%) of the work year in successive school years, shall be eligible for step advancement upon the completion of a total number of work days that constitute seventy-five percent (75%) of the work year. (Example: Assuming the work year is 183 days, a step increase would be granted upon completion of 137 days of paid service over the course of two or more successive school years.) Credit shall be applied at the beginning of the subsequent school year.

15.3.2 Unit members may be given up to a maximum of five (5) years credit for their public school teaching out of the District and may be allowed, as a maximum, to enter on Step 6.

15.3.3 Units undertaken to count for salary advancement must be verified by official transcripts or other suitable documentation by October 1st of the year such class change is requested.

15.3.4 Those individuals in salary Range 1, 2 or 3 when advancing to a "frozen" step may, upon qualifying for the next highest range, move across and down to the step commensurate with their experience in the District.

15.4 Classification Requirements

Range 1 - B.A. or B.S. degree from an accredited college or university.

Range 2 - B.A. or B.S. degree plus 15 semester units from an accredited college or university.

Range 3 - B.A. or B.S. degree plus 30 semester units from an accredited college or university.

Range 4 - B.A. or B.S. degree plus 45 semester units from an accredited college or university.

- Range 5 - B.A. or B.S. degree plus 60 semester units from an accredited college or university or M.A. degree
- Range 6 - B.A. or B.S. degree plus 75 semester units from an accredited college or university or M.A. degree plus 15 semester units from an accredited college or university.
- Range 7 - B.A. or B. S. degree plus 75 semester units from an accredited college or university **and** an M.A. degree from an accredited college or university, or M.A. degree plus 30 semester units from an accredited college of university.

15.5 Longevity: Any unit member who completes fifteen (15) years of service in the District shall receive a longevity increment of \$1500.00 added to the unit member's basic salary, beginning with the sixteenth (16th) year. Any unit member who completes eighteen (18) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the nineteenth (19th) year of such service. Any unit member who completes twenty-one (21) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the twenty-second (22nd) year of such service. Any unit member who completes twenty-four (24) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the twenty-fifth (25th) year of such service.

15.6 Stipends : Stipends shall be paid as follows:

- 1) Yearbook - \$250.00
- 2) Student Council - \$350.00
- 3) Lead Teacher - \$1,500.00
- 4) Peace Patrol - \$350.00
- 5) .Camp Teachers - Two days of compensation time. The time is to be mutually agreed to by the unit member and the principal.

The individuals selected to fulfill these positions will be selected by the principal. Yearbook and Student Council designees do not have to be unit members. All are voluntary.

EXTRA PAY RATE SHALL APPLY TO ALL WORKSHOPS:

- 1) which begin after 3:30 p.m.
- 2) are held on Saturday
- 3) are held after the end of the work year.

Participants shall be paid \$ 20. Per hour
 Presenters/leaders shall be paid \$ 25. Per hour

15.7 Early Admission to Kindergarten: The EAK teaching position is a five (5) hour position daily for six months annually.

EAK Pay Scale:

Year 1 - Long term sub pay and benefits package

Year 2 - Long term sub pay plus \$5 per day and benefit package

Year 3 and - If there are 10 students who are 5 years old on the first day of school, the EAK thereafter teacher shall be placed at Step 1, Range 1 of the certificated salary schedule (67%) and receive benefit package.

ARTICLE 16: EFFECT OF AGREEMENT

16.1 Savings and Closure Provisions

16.1.1 Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction or by PERS in a matter within its jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. It is understood and agreed that the provisions contained in this Agreement shall prevail over District policies and procedures and state laws to the extent permitted by law.

16.1.2 Any changes brought about by amendment or repeal of statutes incorporated into this Agreement shall be opened for negotiations within ten (10) days of the effective date of the amendment or repeal.

16.2 The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties hereto and may not be changed, added to, or deleted from, except by mutual consent, in writing, or by a procedure expressly set forth in this Agreement.

16.2.1 The District and the Association also mutually agree that this contract shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that only such issues shall be subject to meeting and negotiating or the grievance procedure during the term of this Agreement as are agreed upon by mutual consent, in writing, or by a procedure expressly allowing same stated in this Agreement.

16.2.2 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any unit members or unit member organizations on any matter outside the scope of representation.

16.3 This Agreement shall remain in full force and effect through June 30, 2014.

17.3.1 In no event shall the District increase or decrease the number of teacher work days without the benefit of negotiations.

16.4 The parties agree the District and Association shall schedule monthly meeting to discuss matters of mutual concern related to school and contractual issues.

ARTICLE 17: TERM OF AGREEMENT


The term of this Agreement shall be from July 1 , 2011 - June 30, 2014

The Association and the District shall have the right to reopen this Agreement on matters relating to Article 6, Employee Benefits, Article 14, Salary and Appendix B, the Calendar, by giving notice by March 1, of each year during this Agreement. In addition, each party may choose two (2) additional Articles for negotiation. This agreement can be reopened on any Article at any time by mutual consent.

Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

In witness whereof the parties having duly ratified this contract and all of its provisions have therefore directed and caused this Agreement to be signed on their behalf by their duly elected and authorized representatives.

DEHESA SCHOOL DISTRICT



Janet Wilson
Superintendent/Principal

May 18, 2012
Date

DEHESA TEACHER'S ASSOCIATION


Christi Smith
President

5-18-12
Date

ARTICLE 18: SCHOOL CALENDAR/WORK YEAR

- 18.1 The work year shall consist of 183 days, of which 181 shall be student instructional days, and 2 shall be "additional work days" prior to the start of the school year. The first pre-school additional work day shall be reserved strictly for teacher preparation (i.e., no District meetings requiring teacher participation will be scheduled).
- 18.2 The work year shall include three (3) additional voluntary staff development days. Staff development days shall be as specified in former Ed. Code # 44579.4.

Should funding for staff development days in any future fiscal year result in allocation insufficient to provide compensation for three days, then the parties shall meet to agree upon the appropriate number of voluntary staff development days for that school year

ARTICLE 19: SHARED ASSIGNMENTS

- 19.1 Bargaining unit members may submit a written application for a shared assignment. At least one of the requesting team must be a permanent employee. The application shall include a detailed plan for sharing of duties, responsibilities, and benefits package. The application and plan shall be submitted to the Superintendent/Principal by February 1, of the year preceding the school year in which the applicants desire to participate in the shared assignment.
- 19.2 Bargaining unit members shall be notified in writing of their shared assignment approval or disapproval by March 15. If the Superintendent/Principal does not approve the application or plan, reasons for the disapproval shall be provided to the bargaining unit members in writing.
- 19.3 A bargaining unit member with permanent status who is approved for a shared assignment shall be placed on an uncompensated leave for the portion of the assignment shared. E.G.; If the unit member works sixty (60) percent of a full-time assignment, he/she shall be placed on a leave of absence for the remaining forty (40) percent of the position.
- 19.4 A bargaining unit member with permanent status has the right to return to a full-time assignment at the conclusion of the approved period of shared assignment.
- 19.5 Shared assignment teachers will be provided one (1) benefit package. If a bargaining unit member waives the medical coverage he/she must provide proof of alternate medical coverage to the district. The shared assignment teachers will choose one of the following three benefit package options:
- (Option One)
- 19.5.1 One shared assignment teacher may waive his/her health benefits package to his/her shared teaching partner. This includes the entire benefits package, i.e., medical insurance, dental insurance, and vision insurance. Both teachers will receive life insurance.
- (Option Two)
- 19.5.2 One shared assignment teacher may waive to his/her partner any part of the benefits package. Both teachers will receive the full life insurance package. The team will decide how to divide the medical, dental, and vision benefits.

(Option Three)

- 19.5.3 A 50-50 shared teaching team may at their discretion share the medical, dental, and vision benefits 50-50. The District will pay 50% of each shared teachers' health benefits package and each member will pay the remaining 50%.
- 19.6 A bargaining unit member sharing an assignment shall receive a year's credit for salary schedule movement upon serving at least 75% of the regular work year. A bargaining unit member who works less than 75% of the regular work year shall receive a year's credit for salary schedule movement if combined service over consecutive years of shared assignments totals 75% of a regular work year. Credit shall be applied at the beginning of the subsequent school year.
- 19.6 Bargaining unit member who participate in a shared assignment shall be offered comparable employment in the event that the shared assignment will not continue the following school year. Assignments will be made in accordance with District procedures.
- 19.7 Bargaining unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties required of a teacher in a full-time assignment.
- 19.8 The job partner who is on duty at the time of the staff development/school business meetings shall provide the required essential information to the partner who is not on duty at the time.
- 19.9 Each shared assignment team may be compensated for up to ten (10) additional workdays annually. Each shared assignment proposal shall delineate how these ten (10) days will be scheduled.

DEHESA SCHOOL DISTRICT
Teacher Minimum Salary Schedule
2007 - 2008

District#	Group #
10	3

Date Board Approved: May 13, 2008

Range	1	2	3	4	5	6	7
Step	BA	BA+15	BA+30	BA+45	BA+60 or MA	BA+75 or MA+15	BA+75 W/MA or MA+30
1	35,459	36,876	38,351	39,888	41,482	43,143	44,869
2	36,876	38,351	39,888	41,482	43,143	44,869	46,663
3	38,351	39,888	41,482	43,143	44,869	46,663	48,529
4	39,888	41,482	43,143	44,869	46,663	48,529	50,471
5	41,482	43,143	44,869	46,663	48,529	50,471	52,488
6		44,869	46,663	48,529	50,471	52,488	54,589
7			48,529	50,471	52,488	54,589	56,772
8			50,471	52,488	54,589	56,772	59,042
9				54,589	56,772	59,042	61,404
10				56,772	59,042	61,404	63,860
11				59,042	61,404	63,860	66,415
12				61,404	63,860	66,415	69,073
13				63,860	66,415	69,073	71,835
14				66,415	69,073	71,835	74,708
LONGEVITY INCREMENTS OF \$1500.00 AFTER COMPLETION OF 15, 18, 21, AND 24 YEARS OF DISTRICT SERVICE							
16				67,915	70,573	73,335	76,208
19				69,415	72,073	74,835	77,708
22				70,915	73,573	76,335	79,208
25				72,415	75,073	77,835	80,708

The EAK teacher shall be compensated at the long term substitute rate plus health benefits.

Extra Pay Hourly:

- \$25.00 Leader
- \$20.00 Participant

Extra Pay Shall Apply:

1. Meetings which begin at 3:30 p.m.
2. Meetings held on Saturday
3. Meetings held after the end of the work year.

Substitute Rate:

\$95.00 per day

Long Term Rate:

\$105 per day

DEHESA SCHOOL DISTRICT
Certificated Daily Salary Schedule
 2007 - 2008

District #	Group #
10	3

Date Board Aooroved: May 13, 2008

Range	1	2	3	4	5	6	7
Step	BA	BA+15	BA+30	BA+45	BA+60 or MA	BA+75 or MA+15	BA+75 W/MA or MA+30
1	199.46	201.51	209.57	217.98	226.67	235.74	245.17
2	201.51	209.57	217.98	226.67	235.74	245.17	254.98
3	209.57	217.98	226.67	235.74	245.17	254.98	265.16
4	217.98	226.67	235.74	245.17	254.98	265.16	275.78
5	226.67	235.74	245.17	254.98	265.16	275.78	286.82
6		245.17	254.98	265.16	275.78	286.82	298.28
7			265.16	275.78	286.82	298.28	310.23
8			275.78	286.82	298.28	310.23	322.63
9				298.28	310.23	322.63	335.54
10				310.23	322.63	335.54	348.97
11				322.63	335.54	348.97	362.93
12				335.54	348.97	362.93	377.43
13				348.97	362.93	377.43	392.54
14				362.93	377.43	392.54	408.22
16				371.13	385.63	400.74	416.42
19				379.33	393.83	408.94	424.62
22				387.53	402.03	417.14	432.82
25				395.73	410.23	425.34	441.02

DEHESA SCHOOL DISTRICT
Certificated Hourly Salary Schedule
 2007 - 2008

District #	Group #
10	3

Date Board Approved: May 13, 2008

Range	1	2	3	4	5	6	7
Step	BA	BA+15	BA+30	BA+45	BA+60 or MA	BA+75 or MA+15	BA+75 W/MA or MA+30
1	26.59	26.88	27.94	29.07	30.22	31.44	32.68
2	26.88	27.94	29.07	30.22	31.44	32.68	33.99
3	27.94	29.07	30.22	31.44	32.68	33.99	35.35
4	29.07	30.22	31.44	32.68	33.99	35.35	36.77
5	30.22	31.44	32.68	33.99	35.35	36.77	38.25
6		32.68	33.99	35.35	36.77	38.25	39.78
7			35.35	36.77	38.25	39.78	41.36
8			36.77	38.25	39.78	41.36	43.01
9				39.78	41.36	43.01	44.74
10				41.36	43.01	44.74	46.53
11				43.01	44.74	46.53	48.39
12				44.74	46.53	48.39	50.33
13				46.53	48.39	50.33	52.33
14				48.39	50.33	52.33	54.43
16				49.48	51.42	53.43	55.52
19				50.58	52.51	54.53	56.62
22				51.67	53.60	55.62	57.71
25				52.76	54.70	56.71	58.80

APPENDIX B: (SCHOOL YEAR CALENDAR)

2012 .. 2013 SCHOOL CALENDAR
 DEHESA SCHOOL DISTRICT

July 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
			1	2	3	4
	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

October 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013						
Sun	Mon	Tues	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						30

Q Teacher Work Days

Holidays

- First and Last Student Days

Q Minimum Days

||| Thanksgiving, Winter, & Spring Breaks

- Furlough Days.

DRAJir SUBJOOF TO NOOTIATIONS AND BOARD APPROVAL

APPENDIX C: (ADDENDUMS AND MOUS)

**DEHESA SCHOOL DISTRICT
Observation Lesson Design**

Evaluatee _____ Grade _ __ Date _ Time _

Subject _____

Anticipatory Set _____

Objective _____

Purpose _____

Instruction _____

Strategies _____

Materials _____

Guided Practice _____

Closure _____

Independent Practice _____

DEHESA SCHOOL DISTRICT

Standard Classroom Observation Form

Evaluatee _____ Date _____ Time _____ Grade _____ Subject _____

Class Environment

Was the classroom environment attractive ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the students seem to know what was expected of them in terms of behavior ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher provide an appropriate learning atmosphere?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Were all materials and equipment necessary for the class session in place and ready for use?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Was time used effectively?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Anticipatory Set

Was the learning objective clearly stated to student?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Were students shown how this lesson related to previous lesson(s) ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Teaching

Did the teacher provide an adequate explanation of the lesson before the students were expected to put it into practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
What strategies did the teacher use to teach the lesson? <input type="checkbox"/> Direct Instruction <input type="checkbox"/> Group Discussion <input type="checkbox"/> Student Input <input type="checkbox"/> Inquiry (questions) <input type="checkbox"/> Variety of Learning Modalities <input type="checkbox"/> Other <input type="checkbox"/> Included application of the lesson in student's lives	
Did the teacher check regularly to make sure that all students understood the lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Guided Practice

Did the teacher provide a step-by-step model of the guided practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher monitor each student's practice of the lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher reteach the learning objective when and where necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Closure

Did the teacher end the lesson by having students identify the learning objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	---

Independent Practice and Extension of Learning

Did the teacher assign homework/seatwork based on the day's lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
---	---

Motivation

During the class session, did the teacher use any of the following forms of motivation? <input type="checkbox"/> Increasing/decreasing anxiety <input type="checkbox"/> Maintaining friendly atmosphere <input type="checkbox"/> Giving students knowledge of their success <input type="checkbox"/> Adding notes of interest <input type="checkbox"/> Granting rewards <input type="checkbox"/> Allowing students moments of success	
---	--

Evaluator's Comments:

Teacher's Comments:

Evaluator's Signature

Teacher's Signature

Copies to : Evaluator/Personnel File/Evaluatee

CO

DEHESA SCHOOL DISTRICT Standard Evaluation Summary Form

Evaluatee _____ Subject Area or _____
 Grade Level _____

Goals Conference

 Evaluator _____ Date _____

 Evaluatee _____ Date _____

Observation

 Evaluator _____ Date _____

 Evaluatee _____ Date _____

Observation

 Evaluator _____ Date _____

 Evaluatee _____ Date _____

Final Conference

 Evaluator _____ Date _____

 Evaluatee _____ Date _____

Summary of Evaluation Components

Exceeds Standards	Meets Standards	Needs Improvement	Does not meet Standards, Unsatisfactory	Areas of Evaluation
				1. Engaging and Supporting all Students in Learning
				2. Creating and Maintaining Effective Environment for Student Learning
				3. Understanding and Organizing Subject Matter for Student Learning
				4. Planning Instruction & Designing Learning Experiences for all Students
				5. Assessing Student Learning
				6. Developing as a Professional Educator

Composite Evaluation

Exceeds Standards Meets Standards Needs Improvement Does not meet Standards (Unsatisfactory)

Comments by Evaluator

Comments by Evaluatee

If additional comments are attached, check here

 Evaluator _____ Date _____

 Evaluatee _____ Date _____

 Title _____

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Copy to: Evaluator/Personnel File/Evaluated

DEHESA SCHOOL DISTRICT
Augmented California Standards for the Teaching Profession

STANDARD ONE:

**ENGAGING & SUPPORTING ALL
STUDENTS IN LEARNING**

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

STANDARD TWO:

**CREATING AND MAINTAINING EFFECTIVE
ENVIRONMENT FOR STUDENT LEARNING**

- 2.1 Creating a physical environment that engages all students
- 2.2 Establishing a climate that promotes fairness and respect
- 2.3 Promoting social development and group responsibilities
- 2.4 Establishing and maintaining standards for student behavior
- 2.5 Promoting self-directed, reflective learning for all students
- 2.6 Using instructional time effectively

STANDARD THREE:

**UNDERSTANDING AND ORGANIZING SUBJECT
MATTER FOR STUDENT LEARNING**

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

STANDARD FOUR:

**PLANNING INSTRUCTION AND DESIGNING
LEARNING EXPERIENCES FOR ALL STUDENTS**

- 4.1 Drawing on and valuing students' backgrounds
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing instructional activities
- 4.4 Designing short-term and long-term plans to foster student learning
- 4.5 Modifying instructional plans to adjust for student needs

STANDARD FIVE:

ASSESSING STUDENT LEARNING

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

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6.1 Reflecting on teaching practice and planning professional development
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally
- 6.3 Working with communities to improve professional practice
- 6.4 Working with families to improve professional practice
- 6.5 Working with colleagues to improve professional practice
- 6.6 Assumes adjunct duties as equitably assigned to the staff
- 6.7 Adhere to the rules and regulations of the school district

DEHESA SCHOOL DISTRICT
Plan for Improvement Form

Evaluatee

Date

1. District Standards Not Met (List and Describe)

2. Specific assistance to be provided by Evaluator

3. Results of Assistance (Dated and Documented)

4. Evaluatee comments

Evaluator

Evaluatee

Date

Date

Copy to: Evaluator/Evaluated

DEHESA SCHOOL DISTRICT Alternative/Project Base Evaluator

Evaluatee

Assignment

GOAL(S)

- 1.
 - 2.
 - 3.
- (Attach any goals)

ACTIVITIES

- 1.
- 2.
- 3.

METHOD OF EVALUATION

- 1.
- 2.
- 3.

PROGRESS SUMMARY

- 1.
- 2.
- 3.

Support requirements and specific constraints relative to the achievement of the above goals: (Include situations or conditions unique to the class of assignment)

Mid Term Report _____ Date _____
(by January 31) Evaluator Evaluatee

Final Report _____ Date _____
(by May 15) Evaluator Evaluatee

DEHESA SCHOOL DISTRICT
Alternative/Project Based Evaluation Report

0 In-progress Summary (due January 31)

0 Final Summary (due May 15)

Evaluatee _____ Date _____

Summary of Accomplishments

Next Steps

Evaluator's Response