AGREEMENT

BY AND BETWEEN THE

DINUBA TEACHERS ASSOCIATION / CTA / NEA

AND THE

DINUBA UNIFIED SCHOOL DISTRICT

2017-2020

Prepared by the Kings/Tulare UniServ Unit, Inc. / CTA / NEA

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ARTICLE 1: AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Dinuba Unified School District ("Board") and the Dinuba Teachers Association/California Teachers Association ("Association"), NEA an employee organization.

1.2 The terms "District," "Management," and "District Management," as utilized in this Agreement shall be deemed to be synonymous, and shall, as appropriate, by law, include the District as an entity, the Board of Trustees, the Superintendent, and all other members of District Management.

1.3 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

ARTICLE 2: RECOGNITION AND SCOPE OF BARGAINING UNIT

2.1 The District Board recognizes the Association as the certified exclusive representative of the certificated Bargaining Unit Member unit for the purpose of meeting and negotiating and for the purpose of representation of Bargaining Unit Members in the unit on the matters set forth in this Agreement.

2.2 The Dinuba Teachers Association/CTA/NEA and Dinuba Unified School District do hereby agree that the certificated bargaining unit for the Dinuba Unified School District shall be comprised of all the certificated Bargaining Unit Members of the District, excluding positions requiring Administrative, Supervision, Pupil Personnel and Psychologist credentials, Speech Therapists, substitutes, hourly Bargaining Unit Members, and retirees of the school district.

ARTICLE 3: TERM OF AGREEMENT

3.1 The term of this Agreement shall commence on October 1, 2017, through September 30, 2020, or until such time as a Successor Agreement is reached. During the 2018-2019, and 2019-2020, school years, the parties agree to reopen Article 14: Bargaining Unit Member Benefits, Article 15: Salaries, and up to two (2) reopeners for each party.

3.2 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein. Both parties agree to live within the terms and conditions of the contract and agree not to meet and negotiate on any of the matters contained herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.

3.3 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that the Association and the District will support this Agreement for its term, and will not seek change in any matter subject to the meet and negotiate process, except by mutual written agreement of the District and the Association.

3.4 The Board shall not reduce or eliminate any benefits as provided by the terms of this agreement so long as this agreement is in effect.

3.5 In the event that any provision of this Agreement shall, at any time, be declared invalid by any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provisions of this agreement, and all remaining provisions shall remain in full force and effect.

3.6 Should a provision or application be deemed invalid as described in paragraph 3.5 above, the Board shall retain any benefits to the extent allowable under law, but not to exceed any provisions granted by this Agreement.

ARTICLE 4: DISTRICT RIGHTS

4.1 It is agreed the District retains all of its powers and authority to direct, manage and control the educational program to the full extent of the law, except as limited by the terms of this Agreement. Included in, but not limited to, those duties and powers is the right to:

4.1.1 determine its organization;

4.1.2 supervise the work of its Bargaining Unit Members;

4.1.3 determine the times and hours of operation of the District pursuant to the terms of this Agreement;

4.1.4 determine the kinds and levels of services to be provided and methods of providing them;

4.1.5 establish its educational policies, goals and objectives;

4.1.6 insure the rights and educational opportunities of students;

4.1.7 determine staffing patterns;

4.1.8 determine the number and kinds of personnel required;

4.1.9 maintain the efficiency of District operations;

4.1.10 subject to the right to consultation with the Association:

1) define educational objectives;

2) determine content of courses and curriculum;

3) select textbooks;

4.1.11 build, move or modify facilities;

4.1.12 establish budget procedures and determine budgetary allocation;

4.1.13 determine the methods of raising revenue;

4.1.14 contract out work to be done or services to be rendered, except that work performed by members of the certificated bargaining unit shall not be contracted out during the term of this Agreement.

4.2 All current and future policies, rules and regulations of the District not in conflict with this Agreement shall remain in full force and effect, provided that this reference to such policies, rules, and regulations shall not be

deemed to make such matters subject to the Grievance Article of this Agreement.

4.3 The Board has the right to take any action on any matter in the event of an emergency if so declared in public meeting.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 Grievance is any complaint, misunderstanding or dispute by a Bargaining Unit Member, or a group of Bargaining Unit Members, as to the interpretation or application of this agreement.

5.2 Days for the purpose of this Article shall be defined as school days, except that during the time that school is in recess for vacation, days shall mean those days that the District office is open for the conduct of normal business.

5.3 **Informal Level** - Bargaining Unit Members should attempt to resolve any grievance on an oral informal basis prior to the utilization of the grievance procedure.

5.4 **Level 1** - An aggrieved Bargaining Unit Member will present his/her grievance in writing to the Bargaining Unit Member's principal (or designated replacement, who shall have the authority to make a determination) within 10 workdays after the Bargaining Unit Member can be reasonably assumed to have knowledge of the occurrence giving rise to the grievance (the Bargaining Unit Member may have a representative with him/her if so desired). The principal shall reply in writing to a grievance within ten workdays.

5.5 **Level 2** - If the grievant is not satisfied with the reply in Level 1, within ten (10) workdays thereafter, the Bargaining Unit Member shall file a written grievance with the District Superintendent or his/her designee who shall have the authority to make a determination. The Superintendent or his/her designee shall, upon request, meet with the grievant and his/her representative if so desired by the grievant within ten (10) workdays of the request. Said meeting to take place during regular District office business hours. The Superintendent or his/her designee shall reply in writing to the grievant within ten workdays thereafter.

5.6 **Level 3** - If the grievant is not satisfied with the decision at Level 2, within ten (10) workdays thereafter, the Association may file a written request that the matter be submitted to Mediation. A mediator from the State Mediation and Conciliation Service will be contacted and a meeting to attempt

resolution will be held as soon as practicable. Participants in the Mediation process shall include the Superintendent or his/her designee, the grievant, and representatives of the Association.

5.7 **Level 4** - If the grievant is not satisfied with the decision at Level 3, the Bargaining Unit Member may, within ten (10) workdays, submit a request in writing to the Superintendent for arbitration of the dispute. The grievant/association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses, including fees for witnesses, or the actual costs of substitutes for witnesses, shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration.

If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.

The arbitrator shall have no power to add to, subtract from or modify the terms of agreement. The finding of the arbitrator shall pertain only to the grievance filed and must be determined within the provisions of this agreement. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days, to all parties, a final and binding decision.

5.8 Each of the formal requirements and time limitations stated herein for the processing and determination of grievances shall be strictly adhered to provided, however, that any time limits may be extended by the express written agreement of both parties. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated. If the District fails to comply with any of the time limits specified the grievance shall move automatically to the next higher step, if a higher step exists.

ARTICLE 6: ASSOCIATION RIGHTS

6.1 The Association shall have the right of access to District Bargaining Unit Members at reasonable times. The term "reasonable times" as used herein means meal periods, and any time before or after a Bargaining Unit Member's workday, as specified by the Board of Trustees, when such a Bargaining Unit Member is present upon District property, but is not expected to be performing service, or ready to perform services, on behalf of the District.

6.2 Representatives of the Association shall have the right to make use of school equipment, District buildings and facilities for Association business when the District does not otherwise need such equipment. Such equipment shall include computers, typewriters, telephones, other duplicating equipment, calculating machines, Email, and all types of audio-visual equipment. The Association shall provide its own supplies.

6.3 Representatives of the Association may contact Bargaining Unit Members in any lounge facility, meeting room, office, or classroom of the District provided that nothing herein shall be deemed to permit such access to a Bargaining Unit Member at any time set aside for consultation or conference periods, or at any time that students or parents are present in the classroom where such access might otherwise be permissible, and provided further that if such access occurs in the proximity of District Bargaining Unit Members who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any Bargaining Unit Member of the District. Notwithstanding the provision of 6.3, the representatives of the Association may contact members of the Dinuba Teachers Association during school hours provided that classes are not interrupted, other members of the staff are not disturbed, and the educational process is not affected by this contact. However, this provision does not allow for meetings during normal required hours of service.

6.4 Representatives of the Association shall have the right to utilize District facilities for the conduct of meetings with District Bargaining Unit Members. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall in no way conflict with the work of District Bargaining Unit Members, and shall in no way conflict with the public school purposes of the District.

6.5 To assure the safety and security of students, any representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the Principal's office of his/her identity and his/her status as the representative of the Association. Appropriate identification and credentials may be required in instances when management at the campus level does not know or have reason to know the individual's identity or affiliation.

6.6 The Association shall have the right to utilize a designated portion of all bulletin boards normally used by the District for communication with its Bargaining Unit Members. One copy of all materials to be posted shall be provided to District management at the facility in which such posting is to take place, prior to posting. Nothing herein shall be deemed to permit the posting of defamatory or obscene materials, and such materials shall be removed without notice. The Association is responsible for the prompt removal of any out-of-date materials.

6.7 A total of five (5) non-accumulative days of paid annual release time shall be granted to the Association for use by its President or designee for the purpose of participating in Association business. Such release time in increments of one-half or one full day shall be used at the discretion of the Association providing the immediate supervisor or designee is given reasonable notice of twenty-four (24) hours of impending absences. This time shall not be used for renegotiating this Contract.

6.8 An additional ten (10) days may be used by the Association, and the Association shall reimburse any cost for a substitute. Such release time in increments of one-half or one full day shall be used at the discretion of the Association providing the immediate supervisor or designee is given reasonable notice of twenty-four (24) hours of impending absences. This time shall not be used for renegotiating this Contract.

ARTICLE 7: CERTIFICATED BARGAINING UNIT MEMBER EVALUATIONS

7.1 It is understood and agreed to by the Association and the District that the primary objective in the evaluation of certificated Bargaining Unit Members is to provide assistance to said Bargaining Unit Members in the improvement of their professional skills, and that the evaluation procedures hereinafter described shall be carried out with the intent of meeting that objective.

7.2 Formal Evaluation Procedure

7.2.1 Every probationary certificated Bargaining Unit Member shall be evaluated by the administration in writing a minimum of twice each school year. The first such evaluation shall be completed no later than December 1, and the second shall be completed no later than March 15.

7.2.2 Every permanent certificated Bargaining Unit Member shall be evaluated by the administration in writing a minimum of every other year. The final evaluation shall be filed no later than thirty calendar days prior to the end of the school year.

7.2.3 An evaluation shall be completed at least every five years for Bargaining Unit Members with permanent status who have been employed at least 10 years with the school district, and whose previous evaluations rated the Bargaining Unit Member as meeting or exceeding standards, if the evaluator and the certificated Bargaining Unit Member being evaluated agree. The certificated Bargaining Unit Member or the evaluator may withdraw consent at any time. Both the evaluator and the certificated Bargaining Unit Member must provide written consent annually and note the year of the evaluation cycle. (See Appendix H for five-year (5) Evaluation Cycle Consent Form.)

7.2.4 No later than the end of the seventh school week of the year, the evaluator and the certificated Bargaining Unit Member shall meet and mutually agree to instructional goals and

objectives for the school year upon which evaluations of the Bargaining Unit Member are to be based.

7.2.5 During the course of the evaluation period, circumstances may arise which require modification of the evaluation process. Such modifications shall be accomplished by mutual written agreement between the evaluator and the evaluatee.

7.2.6 The formal written evaluation of a Bargaining Unit Member shall be based upon a number of classroom observations of sufficient length to enable the evaluator to form a valid opinion of the Bargaining Unit Member's work.

7.2.6.1 Lesson observation(s) for the purpose of formal evaluation, shall normally be arranged by the evaluator and the evaluatee by mutual agreement at least 48 hours in advance of the observations. Short-term observations may be carried out on an unannounced basis.

7.2.6.2 Any certificated Bargaining Unit Member who receives an unsatisfactory observation may, upon request, be entitled to a subsequent observation, conference and written evaluation, as prescribed above. Permanent Bargaining Unit Members who receive an unsatisfactory evaluation may request a different qualified evaluator prior to a mandatory annual evaluation.

7.2.6.3 The formal filing of the evaluation shall be preceded by an evaluation conference in which the evaluator and the certificated Bargaining Unit Member shall review the observation(s) and what is to be incorporated into that evaluation report within five working days.

7.2.7 An evaluator shall base a formal evaluation of a certificated Bargaining Unit Member on information which is collected through direct observation of such Bargaining Unit Member or other documented information. This excludes public charges and other negative material in the personnel file that has not been documented.

7.2.7.1 Permanent certificated Bargaining Unit Members who receive an unsatisfactory evaluation in the areas cited in Article 19 shall be referred to Peer Assistance and Review.

7.2.8 The certificated Bargaining Unit Member's evaluator shall take affirmative action to assist the Bargaining Unit Member in the correction of any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations, using the Strategy for Assistance Form.

7.2.8.1 Permanent certificated Bargaining Unit Members who receive an unsatisfactory evaluation in the areas cited in Article 19 shall be referred to Peer Assistance and Review.

7.2.9 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluator shall place appropriate comments in the evaluatee's personnel file.

7.2.10 Bargaining Unit Members shall not be required to participate in the observation and/or evaluation of other Bargaining Unit Members other than within the formal structure of PAR. They shall not be required to formally assess their own performance except by mutual agreement between the evaluator and the evaluatee.

7.2.11 Evaluators shall receive district-standardized training in evaluative techniques and procedures.

7.2.12 In the event that the evaluatee disagrees with the evaluation, the evaluatee shall institute the grievance process beginning at the informal level.

7.3 Classroom Observation:

7.3.1 Bargaining Unit Members may agree to be observed or observe other Bargaining Unit Members by mutual consent of Bargaining Unit Members involved.

ARTICLE 8: TEACHING HOURS

8.1 Except as may be provided elsewhere in this Article, the normal required hours of service to be rendered per day by Bargaining Unit Members including preparation time, lunch periods, relief periods, and times required before and after the student day shall be as follows:

TK and Kindergarten ..... 7:50 a.m. through 3:05 p.m.
Grades One through Three ..... 7:50 a.m. through 3:05 p.m.
Grades Four through Six ..... 7:50 a.m. through 3:05 p.m.
Grades Seven and Eight ..... 7:45 a.m. through 3:10 p.m.
High School (All Grades) ..... 7:45 a.m. through 3:15 p.m.

8.1.1 7-12 "AM" Flex scheduled Bargaining Unit Members will report 1 hour before normal school site start times and "PM" Flex scheduled Bargaining Unit Members will report 1 hour after normal school site start times. All Flex scheduled Bargaining Unit Members will maintain equivalent hours of service to those not working a flex schedule.

8.2 While the foregoing paragraph delineates the normal hours of service that may be required of a Bargaining Unit Member on a daily basis, it is generally acknowledged and agreed by the Board and the Association that for purposes of planning and preparation, Bargaining Unit Members must normally devote reasonable amounts of time to professional responsibilities beyond the hours specified above. It is further acknowledged and agreed that preparation time requirements will vary generally in direct relationship to the number and variety of course offerings for which a Bargaining Unit Member is responsible.

8.2.1 No junior or senior high school Bargaining Unit Member shall have more than four separate course preparations per day without his/her voluntary consent, except in cases where it would be impossible to fill the Bargaining Unit Member's daily teaching schedule with only four preparations.

8.2.2 No elementary Bargaining Unit Member shall be assigned a combination class involving students from more than two

separate grade levels without voluntary consent, or except as may be required to meet the provisions of specially funded projects or programs.

8.3 Secondary Bargaining Unit Members (grades 7-12) shall be provided preparation time.

8.3.1 Junior High (WIS), Dinuba High School (DHS), and Contracted Alternative Education Bargaining Unit Members shall be granted a daily preparation period which shall be equal in length to a regularly scheduled period for that day.

8.3.1.1 Effective July 1, 2018, Dinuba High School will change to a straight 5/6 schedule and Washington Intermediate will move to a straight 6/7 schedule.

8.4 Elementary school Bargaining Unit Members shall normally have at least forty minutes of unassigned, uninterrupted time per work day set aside for preparation and planning.

8.4.1 Bargaining Unit Members in grades four through six will be granted additional preparation time by dismissing their students at the same time as the primary student dismissal one day per week.

8.4.2 The District will provide forty-five (45) minutes of preparation time per week for Bargaining Unit Members in grades four through six by providing a physical education specialist to teach their physical education classes.

8.5 Every Bargaining Unit Member shall be entitled to one duty-free uninterrupted lunch period of at least forty (40) minutes each day.

8.6 Bargaining Unit Members in TK6 and Sierra Vista shall be provided a relief period each day which will coincide with the break determined by normal class scheduling. Such period shall normally be fifteen (15) minutes in length.

8.7 The times for which Bargaining Unit Members shall, except for relief periods, be directly responsible for their assigned students on a normal* school day shall be as follows:

Elementary:

TK and Kindergarten AM	8:00 to 11:20
TK and Kindergarten PM	11:30 to 2:50

Elementary

a. Primary	8:30 to 2:10
b. Intermediate (4/6)	8:30 to 2:55

Secondary

Washington Intermediate	8:00 to 3:00
Dinuba High School	8:00 to 3:08
Sierra Vista	7:52 to 2:00

*The District's alternate schedules will provide forty (40) minutes to the 4-6 grades lunch period on all minimum days and foggy days.

8.8 The District shall be permitted reasonable discretion in rearranging blocks of instructional time as shown above to accommodate busing schedules, special programs and to meet statutory requirements. Total amounts of instructional time and required hours of service shall not be altered, except in the second semester to meet statutory requirements because of weather (fog) or emergencies.

8.9 Bargaining Unit Members are expected to help with District and site committees. Bargaining Unit Members will, from time to time, be asked by their administrators to assist on special assignments. It is preferred that all Bargaining Unit Members do their share by volunteering for service when needed. Release time for committee work will be considered when appropriate and approved by the Administration.

8.10 On foggy days, Bargaining Unit Members shall be required to report for duty twenty (20) minutes before the scheduled instructional start time of that day. It is understood that certain grade levels waive preparation time for that day during the delayed start time. Bargaining Unit Members who report that

driving conditions are unsafe, even after the delay time is over, must contact their site to notify the site office of their delay.

8.11 It is recognized and acknowledged that in addition to all hours indicated above, Bargaining Unit Members may be expected to spend reasonable time in school-related activities such as, but not limited to, parent/teacher conferences and open house programs. Bargaining Unit Members may be expected to fulfill these obligations as long as they are consistent with and do not significantly exceed those established by the District prior to the adoption of this Agreement.

8.12 If it is determined that a waiver of the collective bargaining agreement is necessary in order to implement a specific site plan, the following procedure shall be followed:

8.12.1 A secret ballot shall be conducted by the Association's building representative or designee at the school site.

8.12.2 At least one week prior to the vote, all unit members shall be provided with a written explanation of the requested waiver including, but not limited to, the specific contract provision to be waived, the duration of the waiver, evaluation process, and the projected impact on staff, students and the educational process.

8.12.3 A sixty seven percent (67%) vote of the eligible Association members at the school site casting ballots is necessary to waive any portion of the Collective Bargaining Agreement.

8.12.4 Completed waiver applications shall be submitted to the DTA Executive Board and the DUSD Board of Trustees for final ratification.

8.12.5 The parties named in the paragraph above, agree that during the month of March of each year, they will review waivers of negotiated contract provisions as to the continuation of these waivers into the subsequent year.

ARTICLE 9: CLASS SIZE

9.1 The District and the Association recognize that class size is a major factor in determining the quality of education received by students. Therefore, the following standards are established:

9.2 Certificated staffing will be based on the following maximums:

9.2.1	Transitional Kindergarten	1:24
9.2.2	Kindergarten	1:29
9.2.3	Grades 1-3	1:30
9.2.4	Grades 4-6	1:31

9.2.5 Secondary staff will be based on District-wide class average of 1:32.

9.2.5.1 Effective with the 2018-2019 school year, the maximum number of students per instructional day per Bargaining Unit Member, shall not exceed one hundred ninety-two (192) students in grades 7 and 8 on a seven (7) period schedule and one hundred sixty (160) in regular classes grades 9-12 at Dinuba High School, based on a six (6) period schedule.

9.2.6 The District shall abide by State of California regulations on Special Education class sizes.

9.2.7 The District commits to working toward Grade Span Adjustment within the Local Control Funding Formula.

9.3 Performing Arts, Work Experience, Summer School, Adult, and Gate are excluded from the above maximums.

9.3.1 It is the intent of the District to keep physical education classes at the secondary level at sizes that promote student and staff safety and help create and maintain positive student learning. For these reasons, class sizes shall not exceed 50 students. Whenever the number of pupils assigned to any physical education class exceeds the maximum for ten (10 consecutive

workdays, assistance shall be offered as referenced in 9.6.1 - 9.6.5 below.

9.4 In any special purpose classroom (vocational, lab, etc.) where the number of students shall not exceed the number of work stations.

9.5 All classes in which Bargaining Unit Members' salaries are paid, or partially paid, with special funding (other than general funds) shall be excluded when calculating Bargaining Unit Member-pupil ratios or contacts.

9.6 Whenever the number of pupils assigned to any Bargaining Unit Member exceeds the maximum established above for ten (10) consecutive workdays, the affected Bargaining Unit Member shall be offered assistance in any one of the following forms of which the Association shall be informed:

9.6.1 Transfers of students into same grade level;

9.6.2 Additional teacher aide assistance;

9.6.3 Other solutions mutually acceptable to the Bargaining Unit Member and the Principal which are consistent with the terms of this Agreement.

9.6.4 The Association shall be informed of all such mutually determined solutions.

9.6.5 The indicated maximum may be exceeded where there is mutual agreement between the Bargaining Unit Member and the District that such excess is acceptable.

9.7 Whenever the special assistance shown above in 9.6 does not resolve the concern of the Bargaining Unit Member, the following shall be provided:

9.7.1 Beginning July 1, 2018, after seven (7) consecutive workdays described above, an affected Bargaining Unit Member in grades TK-6 will be reimbursed above his/her salary at the rate of seven dollars ($7.00) per day for each student so enrolled that exceeds the maximum. The payment for the extra students shall be computed from the first day of enrollment. (Day one of the seven days.)

9.7.2 Beginning July 1, 2018, after seven (7) consecutive work days described above, an affected Bargaining Unit Member in grades 7-12 shall be reimbursed above his/her salary at the rate of two dollars ($2.00) per pupil, per day, for each student so enrolled that exceeds the maximum. The payment for the extra students shall be computed from the first day of enrollment. (Day one of the seven days.)

9.8 Whenever the number of students assigned to any Bargaining Unit Member exceeds the maximums established in 9.2 for seven (7) consecutive days, the Principal shall notify the Bargaining Unit Member and the District in writing using the appropriate form.

9.9 The District shall make every effort to maintain equity in class sizes at any grade level or in any subject area on a District-wide basis.

ARTICLE 10: SAFETY

In the spirit of mutual concern for Bargaining Unit Member safety, the District affirms that it will endeavor to provide a safe work place for all Bargaining Unit Members in the District.

The District shall not require Bargaining Unit Members to work in an unsafe environment nor perform tasks that may endanger the health, safety, or well-being of the Bargaining Unit Members on or off campus including direct classroom responsibilities and extra-curricular activities.

The District will give all reasonable support and assistance to Bargaining Unit Members with respect to the maintenance of control and discipline in the classroom and school in accordance with State Law and District Regulations.

10.1 Safety issues shall be reported to site administrators immediately. Any attacks, assaults, or physical threats by students toward Bargaining Unit Members shall be reported to the appropriate law enforcement agency per Education Code 44014.

10.2 For the 2010-2011 school year, the District and the Association shall pilot a Safety Advisory Committee (SAC). Committee members shall be comprised of the Superintendent or designee, one MOT representative, one Elementary Principal, one Secondary Principal, the DTA President or designee, a primary Bargaining Unit Member, an intermediate grade elementary level Bargaining Unit Member, an intermediate school Bargaining Unit Member, and a high school Bargaining Unit Member.

10.3 The committee shall meet in October and May of each school year and any additional meetings as needed. The SAC will be held after school hours and without additional compensation.

10.4 Recommendations of the SAC will be presented to the appropriate DUSD Board Subcommittee.

10.5 All recommendations of the SAC shall be advisory only and shall not be binding in the Board of Trustees, Superintendent, or designee.

ARTICLE 11: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

11.1 Any Bargaining Unit Member who is a member of the Dinuba Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments, to be paid to the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10th) of such dues from the regular salary warrant of the Bargaining Unit Member each month for ten (10) months. Deductions for Bargaining Unit Members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

11.2 With respect to all sums deducted by the District pursuant to the paragraph above for membership dues, the District agrees to promptly remit such monies to the Association at its membership processing office, Post Office Box 4178, Burlingame, California 94011-9986, accompanied by an alphabetical list of Bargaining Unit Members for whom deductions have been made, indicating any additions or corrections from the previous listing.

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

ARTICLE 12: LEAVES

12.1 General

Bargaining Unit Members in the bargaining unit shall be entitled to leaves of absence in accordance with the provisions set forth below.

12.1.1 References to Sections of the California Education Code contained in this Article shall refer to that section of the Code or to any section(s) covering the matters contained herein which may result from a reorganization of the California Education Code.

12.1.2 For the purpose of this Article, immediate family members of the Bargaining Unit Member or spouse are the mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren, grandmother, grandfather, son-in-law, daughter-in-law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, brother-in-law, sister-in-law, registered domestic partner, or any relative living in the immediate household.

12.1.3 The District and the Association recognize thirteen (13) different types of leave:

Four (4), are charged against sick leave and are paid at the contractual rate;

a) Sick (12.2)
b) Personal (12.3)
c) Religious (12.4)
d) Maternity (12.5) (pay optional)

Three (3), are not charged against sick leave but are paid at the contractual rate;

a) Extended Illness (12.6) (paid at a differential rate)
b) Bereavement (12.7)
c) Jury (12.8)

Five (5) are not charged against sick leave and are not paid;

a) Industrial Accident (12.9) (subject to change after 60 days)

b) Extended Personal (12.10)

c) Personal Without Pay (12.11)

d) Health (12.12)

e) Family Care and Medical Leave (12.14)

One (1) may be charged against sick leave and may be paid, according to statute;

a) Parental Leave of Absence (12.13)

12.2 Sick Leave

12.2.1 Entitlement and Accumulation

12.2.1.1 Every full-time Bargaining Unit Member in the District shall be entitled to ten (10) days leave of absence for illness or injury (sick leave) with full pay for a regular school year of service.

12.2.1.2 Credit for sick leave need not be accrued for that year prior to the taking of such leave by the Bargaining Unit Member, and sick leave may be taken at any time during the school year.

12.2.1.3 For purposes of fulfilling the intent of 12.2.1.1 above, "full-time Bargaining Unit Member" shall be defined as a Bargaining Unit Member whose assignment in the District calls for him/her to render five (5) regular Bargaining Unit Member work days of service per week to the District during the school year.

12.2.1.4 Bargaining Unit Members in the bargaining unit who serve the District for a period of time other than a "regular school year" and/or on other than a "full-time" basis shall accrue sick leave on

an appropriately prorated basis. Bargaining Unit Members teaching a zero period, in addition to a full day, will accrue additional sick leave, on a prorated basis in accordance with section 12.2.1 of the Collective Bargaining Agreement. Subsequently, sick leave will be deducted, as appropriate, from the Bargaining Unit Member's account for absences occurring during zero period.

12.2.1.5 Total sick leave earned in any one year shall be calculated to the nearest one-fourth (1/4) of an hour.

12.2.1.6 If a Bargaining Unit Member does not utilize the full amount of sick leave to which he/she is entitled in any school year, the amount not utilized shall be credited to his/her sick leave account with the District and shall accumulate from year to year.

12.2.1.7 All unused sick leave upon the retirement of any Bargaining Unit Member shall be credited toward retirement based upon a formula of the State Teachers Retirement System or Public Employee Retirement System.

12.2.1.8 The District shall provide each Bargaining Unit Member with a statement that shall be current as of October 30 of the contract year indicating the total number of days, which have been credited to his/her sick leave account as of that time. Such statement shall be delivered to Bargaining Unit Members no later than November 15.

12.2.1.9 When employment is terminated, accumulated sick leave is transferable and no Bargaining Unit Member shall be paid for such accumulated leave.

12.2.2 Utilization

12.2.2.1 Bargaining Unit Members who are absent from the duties to which they have been assigned by the District because of illness or accident, shall receive their regular full pay for each day and/or period of such absence insofar as such Bargaining Unit Members have credited and/or accumulated sick leave in their accounts to cover said absence.

12.2.2.2 The District may, for reasonable cause, require a physician's verification of illness. If such verification is required, the cost of the physician's services shall be borne by the District and the physician may be of the District's choosing.

12.2.2.3 The sick leave account of a Bargaining Unit Member shall be charged for each day or actual teaching period during which he/she is absent because of illness or accident, whether or not a substitute is employed in his/her place.

12.2.2.4 When absences are of five (5) consecutive workdays or more in duration, the District may require verification of suspected abuse of sick leave, which may include a statement by the Bargaining Unit Member and/or a statement from the Bargaining Unit Member's Supervisor.

12.3 Personal Leave

12.3.1 Bargaining Unit Members shall be entitled to use up to ten (10) accumulated and/or credited sick leave days during each year. (Replaces Personal Business and Personal Necessity Leave)

12.3.2 Purpose of and/or reasons for which personal leave may be used shall include the following:

12.3.2.1 Death or illness of member of the immediate family. Use of personal leave for this purpose shall occur after the full amount of the bereavement leave time as provided in paragraph 12.7.1 below has been utilized.

12.3.2.2 Accident involving the Bargaining Unit Member's personal property or the personal property of a member of his/her immediate family.

12.3.2.3 Appearances in court as a litigant or as a witness under an official subpoena and/or order, not related to professional duties.

12.3.2.4 Special events involving a member of the immediate family.

12.3.2.5 Special events and/or circumstances that require the attention of the Bargaining Unit Member during assigned hours of service.

12.3.2.6 Paternity purposes when pregnancy, miscarriage, childbearing and recovery disable the wife therefrom.

12.3.2.7 Maternity purposes if newborn or newly adopted child.

12.3.2.8 Other; as approved by District administrator and DTA representative as in 12.3.5.

12.3.3 Application for the use of personal leave shall be submitted to the supervisor at least thirty-six (36) hours in advance, except for a and b above and except in the case of an emergency. A personal leave day shall not be taken for the first and/or last day of the school year. (Emergencies excluded).

12.3.3.1 If the Bargaining Unit Member is dissatisfied with the decision, he/she may appeal the matter through the grievance procedure.

12.3.4 Applications for absence shall be submitted on the form as prepared and made available by the District at each Bargaining Unit Member site.

12.3.5 In cases of suspected abuse of personal leave either before or after the leave has been utilized, a DTA representative appointed by the president and a District Office Administrator will convene to review and determine the appropriateness of the leave and how the leave will be recorded.

12.4 Religious Leave

Any Bargaining Unit Member shall be entitled to the use of up to three days of paid leave annually for participation in the established religious holidays and/or observances of his/her particular faith or denomination. The use of such leave shall be charged against the credited and/or accumulated sick leave in the Bargaining Unit Members' sick leave account. Requests for the use of such leave must be made in advance of the actual day of absence.

12.5 Maternity Disability Leave

12.5.1 Any Bargaining Unit Member who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

12.5.2 Bargaining Unit Members experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for

which such pay is received shall be charged against the Bargaining Unit Member's accumulated sick leave.

12.5.3 Upon request, the Bargaining Unit Member shall provide written confirmation by the attending physician as to the starting and ending dates and as to the nature of the disability.

12.5.4 A Bargaining Unit Member on parental leave of absence as described in Paragraph 12.13 below will be entitled to receive the benefits of this paragraph during any period of such leave when a disability is experienced as herein defined.

12.6 Extended Illness Leave

12.6.1 Any Bargaining Unit Member who must be absent from his/her assignment because of illness, or accident for a period of up to but not more than five (5) school months after all credited and/or accumulated sick leave in his/her account has been used, shall have deducted from his/her normal monthly salary the amount actually paid the substitute.

12.6.2 Bargaining Unit Members on extended illness leave shall continue to be provided with the full range of regular Bargaining Unit Member fringe benefits as provided in this contract.

12.6.3 Bargaining Unit Members utilizing these extended illness leave provisions may return to their regular positions upon fourteen (14) days prior notification to their immediate supervisors of their intent to return.

12.6.4 Bargaining Unit Members who return to active employment after having used the extended illness leave provisions of this contract shall be fully entitled to subsequent use of these provisions.

12.7 Bereavement Leave

12.7.1 A Bargaining Unit Member shall be entitled to the use of up to five (5) days of fully paid leave of absence in the event of the

death of any member of his/her immediate family in state, or up to seven (7) days of such leave if travel in excess of 250 miles one way is required.

12.7.2 No charge shall be made against the Bargaining Unit Member's sick leave account for the use of this leave.

12.8 Jury Leave

12.8.1 A Bargaining Unit Member shall be entitled to as many days of paid leave as are necessary when he/she is required to serve on any jury.

12.8.2 Days of absence because of jury duty shall not be charged against the Bargaining Unit Member's sick leave.

12.8.3 Days of absence because of jury duty shall not have an adverse effect on a Bargaining Unit Member relative to the attainment of tenure or advancement on the District's salary schedule.

12.8.4 Stipends received by Bargaining Unit Members as a result of jury duty shall be endorsed over to the District excluding mileage and no reduction in normal pay, fringe benefits, or other benefits shall be imposed on the Bargaining Unit Member in any form.

12.9 Industrial Accident/Illness - Insurance and Leave

12.9.1 All Bargaining Unit Members are protected by provisions of the California Worker's Compensation Act for accidents occurring while on duty. Any Bargaining Unit Member who is injured while on duty shall report all facts concerning the accident to the Building Principal who will report that day to the Superintendent's office on prescribed forms.

12.9.2 Any certificated Bargaining Unit Member shall be entitled to industrial accident/illness leave of absence for sixty (60) working days in any one fiscal year for the same accident.

12.9.3 Industrial accident/illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

12.9.4 Industrial accident/illness leave commences on the first day of absence and when it is exhausted, available sick leave may be used at the Bargaining Unit Member's discretion.

12.9.5 As long as the certificated Bargaining Unit Member has paid leave of absence time available, they may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of the Bargaining Unit Member's salary with the usual deductions for retirement and other authorized contributions. If the temporary disability indemnity check received by the Bargaining Unit Member is not endorsed payable to the District, the amount of the temporary disability indemnity actually received by the Bargaining Unit Member shall be deducted so that payment by the District is not more than the Bargaining Unit Member's full salary less appropriate deductions.

12.9.6 Allowable industrial accident/illness leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Bargaining Unit Member will be entitled to only the amount remaining for the same injury or illness.

12.9.7 Any Bargaining Unit Member receiving benefits as a result of this section shall, during periods of injury or illness, remain in California unless the governing Board authorizes travel outside the state.

12.9.8 Upon termination of the industrial accident/illness leave, the certificated Bargaining Unit Member shall be entitled to the benefits accorded in Article 12.2 (Sick Leave) of this agreement, and for the purpose of this section the absence shall be deemed to have commenced on the date of termination of the industrial accident/illness leave, provided that if the Bargaining Unit Member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

12.9.9 Bargaining Unit Members experiencing an industrial illness/accident shall be entitled to the use of other Leave Provisions contained in this agreement as appropriate and if necessary for complete recuperation from said illness or accident.

12.9.10 A Bargaining Unit Member shall be deemed to have recovered from an industrial accident/illness, and thereby able to return to work, at such time as his/her attending physician shall attest that there has been a recovery. If a Bargaining Unit Member refuses to return to work upon physician's release, the District may begin proceedings for termination as established in California Education Code.

12.10 Extended Personal Leave of Absence

12.10.1 Any tenured Bargaining Unit Member shall be entitled to apply for and receive an extended personal leave of absence, without District pay, from his/her regular assignment for any of the following reasons:

A. Caring for a Sick member of the immediate family.

B. Educational improvement (i.e., study, travel, research).

C. Participation as a paid Bargaining Unit Member in a

specific educationally related project outside the District which is temporary in nature and which may provide the Bargaining Unit Member with experience that could ultimately benefit the District, may be brought to the Board for special consideration.

12.10.2 In order to secure an Extended Personal Leave of Absence, a Bargaining Unit Member shall be required, except in cases of evident emergency, to submit application for such leave to the District Personnel Director at least forty-five (45) days in advance of the commencement of the leave period. Leave requested in order to care for a sick member of the Bargaining Unit Member's immediate family (12.10.1 (A) above) may be expected to qualify under the "emergency" category.

12.10.3 Except in cases of evident emergency, Extended Personal Leaves of Absence shall commence at the beginning of the second semester.

12.10.4 Extended Personal Leaves of Absence shall normally be for a period extending through the end of the current school year (upcoming school year when granted during the summer months). Leaves granted pursuant to12.10.1 (A) above may be for a period extending to the end of the first semester if so specified by the Bargaining Unit Member.

12.10.5 A maximum of one-year extension of leave granted under12.10.1 (A) and (B) of this paragraph may be secured provided that requests for such extension are received by the District Personnel Office no later than forty-five (45) working days to the expiration date of such leaves.

12.10.6 Years of experience credited for tenure, salary schedule advancement, and\or seniority purposes will not accrue to a Bargaining Unit Member on such leave.

12.10.7 Any Bargaining Unit Member who has been granted an Extended Personal Leave of Absence for two (2) semesters or less shall, at the conclusion of his/her leave period, be assigned to the same position which he/she held at the time the leave commenced. If that position is no longer in existence, the Bargaining Unit Member shall be assigned to a position which is substantially equivalent to the one previously held.

12.10.8 Bargaining Unit Members on Extended Personal Leaves of Absence may not normally expect to return to active employment prior to the expiration of their leave period except that such return may be accomplished if:

A. A position for which they are qualified is open in the District.

B. No other Bargaining Unit Member is interested in that position (i.e., either through transfer or return from District authorized leave).

12.10.9 If a Bargaining Unit Member on Extended Personal Leave of Absence notifies the District of his/her desire to return to active employment at the expiration of a leave that has been extended to include more than two (2) semesters, he/she shall be assigned to a teaching position for which the Bargaining Unit Member is qualified at the beginning of the ensuing school year.

12.10.10 While on an Extended Personal Leave of Absence a Bargaining Unit Member shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount of premiums normally paid by the District for those who are actively employed.

12.10.11 The granting of an Extended Personal Leave of Absence shall not deprive the governing board of its right to dismiss a

probationary Bargaining Unit Member in accordance with Sections 44948-44949 of the California Education Code or any other applicable provisions of the law.

12.10.12 No sick leave will be accumulated by a Bargaining Unit Member who is on Extended Personal Leave of Absence.

12.11 ~~Personal Leave Without Pay~~

Bargaining Unit Members may take leave without pay; application for said leave shall be made at least twenty-four hours (24) in advance (except in an emergency) in accordance with paragraph 12.3.4.

12.12 Health Leave of Absence

12.12.1 Any Bargaining Unit Member who must be absent from his/her normal assignment with the District because of illness or accident for a period extending beyond the expiration of the five (5) school month period described in the "Extended Illness Leave, 12.6," provisions above, shall be entitled to request and may receive an unpaid health leave of absence from the District.

12.12.2 Health leaves of absence may normally be granted for a period extending to the end of the current school year. Such leaves may be extended for a period of up to one year, upon the request of the Bargaining Unit Member and provided that the Bargaining Unit Member's physician indicates a potential for the Bargaining Unit Member's return to active employment at the end of the extended leave period. Such request shall be made in writing at least fifteen (15) days prior to the expiration of the current leave period.

12.12.3 Any Bargaining Unit Member who is on a health leave of absence shall continue to be provided with the full range of normal Bargaining Unit Member health and welfare benefits at Bargaining Unit Member's expense during the entire period of such leave.

12.12.4 A Bargaining Unit Member resuming active employment from his/her initial health leave of absence period may be entitled to return to the position he/she held prior to taking such leave. Return to active employment may be requested at anytime during or at the conclusion of the initial leave of absence period provided that the Bargaining Unit Member has a physician's release to return to active employment. Such return shall be consummated within fourteen (14) days of the District's receipt of a request to return from the Bargaining Unit Member unless such request is made after April 30, in which case return shall be accomplished at the beginning of the next school year.

12.12.5 A Bargaining Unit Member desiring to resume active employment during or at the conclusion of an extension of the initial health leave of absence shall be assigned to the first available vacancy in the District for which he/she is qualified. If more than one Bargaining Unit Member on an extended health leave of absence has given notice of his/her desire to return to active employment, the Bargaining Unit Member who gave notice at the earliest date shall be assigned the position in question. In any case, the Bargaining Unit Member shall be assigned a regular teaching position for which the Bargaining Unit Member is qualified, at the beginning of the next school year after he/she indicates his/her desire to return.

12.12.6 No sick leave will be accumulated by a Bargaining Unit Member who is on an Extended Illness Leave.

12.13 Parental Leave of Absence

A parental leave of absence without pay shall be granted to a Bargaining Unit Member for the purpose of child bearing and/or child rearing as follows:

12.13.1 A Bargaining Unit Member who is pregnant may request a parental leave of absence which may begin at any time

between the commencement of her pregnancy and one year after a child is born to her. Said Bargaining Unit Member shall notify the Superintendent in writing of her desire to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A Bargaining Unit Member who is pregnant may continue in active employment throughout her pregnancy as long as she is able to properly perform her required functions. The Board shall not deny a request for parental leave of absence except for good and sufficient reason based on the educational needs of the District.

12.13.2 Any Bargaining Unit Member shall be entitled, upon request, to a one-year parental leave of absence to begin within two years after the birth of his/her child, or within one year after receiving defacto and/or dejure custody of any infant child (i.e., three years of age or less), or prior to receiving such custody, if necessary, in order to fulfill the requirements of adoption.

12.13.3 Salary schedule credit and years of service will not accrue to a Bargaining Unit Member on such leave unless the Bargaining Unit Member works at least one full semester or ninety (90) consecutive working days during the school year. When the use of parental leave of absence results in allowing a Bargaining Unit Member's advancement on the District Salary Schedule for a single semester's work, said Bargaining Unit Member shall not again be entitled to advancement under such circumstances.

12.13.4 Any Bargaining Unit Member who has been on parental leave of absence for two semesters or less and who notifies the

District of his/her desire to return to active employment, shall within fourteen (14) days after District receipt of the notice, be assigned to the same position which she/he held at the time the leave commenced. An exception to this provision may occur if the position is no longer in existence, in which case the Bargaining Unit Member shall be assigned to a position which is substantially equivalent to the one previously held.

12.13.5 In addition to the exception listed in 12.13 .4 above, any Bargaining Unit Member who has been on parental leave for sixty (60) or more working days and gives notification of his/her desire to return to active employment after April 30, of the regular school year, may be continued on the parental leave until the commencement of the next school year. At that time, all provisions outlined in 12.13.4 above shall continue to be operative.

12.13.6 While on parental leave, a Bargaining Unit Member shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount of the premiums normally paid by the District for those who are actively employed.

12.13.7 The granting of a parental leave of absence shall not deprive the governing board of its right to dismiss a probationary Bargaining Unit Member in accordance with Sections 44949 - 44955 of the California Education code or any other applicable provisions of the law.

12.13.8 No sick leave will be accumulated by a Bargaining Unit Member who is on parental leave of absence.

12.14 Family Care and Medical Leave

12.14.1 The Governing Board shall grant Family Care and Medical Leave to eligible Bargaining Unit Members in accordance with current state and federal law. Bargaining Unit Members taking

this leave shall be reinstated in the same position upon returning from family care leave.

12.14.2 Bargaining Unit Members who take medical leave for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.

12.14.3 Definitions:

12.14.3.1 "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* as long as the child is under 18 years of age or an adult dependent child.

12.14.3.2 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the Bargaining Unit Member when the Bargaining Unit Member was a child.

12.14.3.3 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

12.14.3.3.1 Inpatient care in a hospital, hospice or residential health care facility, or

12.14.3.3.2 Continuing treatment or continuing supervision by a health care provider.

12.14.3.4 "Instructional employee" means a Bargaining Unit Member whose principal function is to teach. The term does not include teacher assistants or aides, counselors, psychologists, curriculum specialists or other primary non

instructional employees.

12.14.4 Eligibility Any eligible Bargaining Unit Member who has served the District more than one continuous year shall be eligible to take unpaid Family Care and Medical Leave under the provisions of state and federal law.

12.14.5 Family Care Leave may be used for the following reasons:

12.14.5.1 Because of the birth of the Bargaining Unit Member's child, and in order to care for the child.

12.14.5.2 Because of the placement of a child with the Bargaining Unit Member for foster care or in the connection with the Bargaining Unit Member's adoption of the child.

12.14.5.3 In order to care for the Bargaining Unit Member's child, parent or spouse with a serious health condition.

12.14.5.4 Because of the Bargaining Unit Member's own serious health condition, which makes the Bargaining Unit Member unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

12.14.6 Terms of the Leave:

12.14.6.1 Family Care Leave shall not exceed twelve (12) workweeks during any twelve-month period.

12.14.6.2 This twelve (12) month period shall coincide with the fiscal year.

12.14.6.3 Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on

account of pregnancy, childbirth, or related medical conditions. In addition to Family Care and Medical Leave, a Bargaining Unit Member may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of Pregnancy Disability Leave, the Bargaining Unit Member may use any accrued vacation, sick time or other paid leave.

12.14.6.4 Leaves taken for the birth or placement of a child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a part-time leave schedule unless the District and the Bargaining Unit Member agree otherwise.

12.14.6.5 If both parents of a child work for the District, each parent may take up to twelve (12) weeks of Family Care and Medical Leave related to the birth or placement of the child.

12.14.6.6 During the period of Family Care and Medical Leave, the Bargaining Unit Member may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

12.14.7 Requests, Advance Notice and Certification:

12.14.7.1 The Bargaining Unit Member shall give the District at least thirty (30) days written advance notice of his/her need for Family Care and Medical Leave. If the Bargaining Unit Member learns of the need for this leave fewer than thirty (30) days in advance, he/she shall provide such notice as soon as practicable.

12.14.7.2 If leave is needed for a planned medical treatment or supervision, the Bargaining Unit Member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

12.14.7.3 A Bargaining Unit Member's request for Family Care and Medical Leave shall be supported by a certification from the health care provider of the person requiring care. Certification shall include all of the following:

12.14.7.3.1 The date on which the serious health condition began.

12.14.7.3.2 The probable duration of the condition.

12.14.7.3.3 The appropriate medical facts within the knowledge of the health care provider regarding the condition.

12.14.7.3.4 If the Bargaining Unit Member is requesting leave because of his/her own serious health condition, the health care provider's certification must state that because of the serious health condition, the Bargaining Unit Member is unable to perform the functions of his/her job.

12.14.7.4 If the Bargaining Unit Member is requesting leave to care for a child, spouse, or parent who

has a serious health condition, the certification shall also include the health care provider's:

12.14.7.4.1 Estimate of the amount of time needed for the care, and

12.14.7.4.2 A statement that the serious health condition warrants the attention of the family member.

12.14.8 Maintenance of Benefits:

During the period of Family Care Leave, the Bargaining Unit Member shall continue to be entitled to participate in and receive the District's contribution toward the District's life, medical, dental and vision plans. The Bargaining Unit Member shall continue to be entitled to participate in disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefits plans, and/or any other Bargaining Unit Member welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

12.14.9 Maintenance of Status:

The Bargaining Unit Member shall retain his/her Bargaining Unit Member status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement.

12.14.10 Reinstatement:

Upon granting a Bargaining Unit Member's request for Family Care Leave, the District shall guarantee to reinstate the Bargaining Unit Member in the same position when the leave ends.

12.14.11 Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the Bargaining Unit Member or his/her child, parent, or spouse may be taken

intermittently or on a reduced work schedule when medically necessary.

12.14.12 Notifications:

In accordance with law, the District shall notify Bargaining Unit Members of their right to request Family Care Leave. When Bargaining Unit Members request Family Care and Medical Leave, the District shall provide them with notice detailing the specific expectations and obligations involved, including:

12.14.12.1 Whether the Bargaining Unit Member's paid leave will be substituted;

12.14.12.2 The requirements for initial medical certification and certification upon return;

12.14.12.3 Health Benefit arrangements;

12.14.12.4 The Bargaining Unit Member's right to restoration to the same position;

12.14.12.5 The Bargaining Unit Member's potential liability for health benefits should the Bargaining Unit Member not return to service.

12.15 Parental Leave (AB375) Ed Code (44977.5)

12.15.1 Entitlement:

Qualified unit members may take twelve (12) workweeks of leave for the birth of the unit member's child, placement of a child with the unit member in connection with the adoption or foster care of the child consistent with the federal Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") and Education Code section 44977.5 ("parental leave"). Qualified unit members shall not receive more than one twelve (12) workweek period for parental leave during any twelve-month period.

12.15.2 Use of Sick Leave:

Sick Leave under Section 12.2 above must be applied towards a

qualified unit member's twelve (12) workweeks of parental leave until all available Sick Leave is exhausted.

12.15.3 Use of Extended Illness Leave:

Extended Illness Leave under Section 12.6 above may be applied towards a qualified unit member's twelve (12) workweeks of parental leave after all Sick Leave is exhausted. Extended Illness Leave will not be applied to a unit member's parental leave if the unit member notifies the District in advance in writing. Unit members shall not be permitted to use Extended Illness Leave towards their twelve (12) workweeks of parental leave until all Sick Leave is exhausted. If a unit member has previously used all or part of his/her Extended Illness Leave, the unit member will receive not more than a total of twelve (12) workweeks of Extended Illness Leave and the remaining portion parental leave will be unpaid.

12.15.4 Use of Family Medical Leave

Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2. Pursuant to Education Code section 44977.5, subdivision (a)(2), when a qualified Bargaining Unit Member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code (Section 12.14), the amount deducted from the salary due to him or her for any remaining portion of the twelve-workweek period shall not exceed the sum that is actually paid a substitute Bargaining Unit Member employed to fill his or her position, or if no substitute is employed, the amount that would have been paid to a substitute had he or she been employed.

12.15.4.1 The aggregate amount of parental leave taken pursuant to section 44977.5 of the Education Code and section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.

12.16 Military Leave

The District will grant military leave pursuant to applicable statutes. (See Ca Ed Code 44800, 44838)

ARTICLE 13: TRANSFERS

13.1 A transfer refers to any action that results in the movement of a Bargaining Unit Member from a school site to another school site or from one subject matter area to another subject matter area.

13.2 Transfers may be Bargaining Unit Member-initiated (voluntary) or District-initiated (involuntary).

13.2.1 Bargaining Unit Members who are selected for a position through voluntary transfer will be credited with a District contribution of five hundred dollars ($500.00), in addition to normal site contributions, for start-up classroom supply and instructional material expenses in the new assignment.

13.3 Voluntary Transfers

13.3.1 Bargaining Unit Members may initiate their own transfer within their employing District by submitting a written request to the Dinuba Schools personnel department. In order to insure consideration for placement in a new position for the coming school year, a Bargaining Unit Member's request for transfer must be submitted sixty (60) days prior to the end of the school year.

13.3.2 Requests for transfer may be submitted at any time during the District's regular office hours.

13.3.3 Transfer requests may be submitted in response to a particular opening that has been announced in the District or simply for purposes of receiving consideration for vacancies as they occur. If the applicant indicates that he/she wishes only to be considered for a particular opening, his/her request shall be considered null and void once that opening has been filled. Other requests will be kept on file by the District for reference as vacancies occur for a period of one (1) year from the date of their submission.

13.3.4 The administration shall post notice of all known certificated vacancies as soon as they come to the attention of the District. Such notice shall be posted on the District's Web Site and in the Bargaining Unit Member lounge, Bargaining Unit Member workroom, and school office for at least five (5) workdays prior to a closing date for applications that shall be specified on the notice of the vacancy. Notices shall include the position description, grade level or subject matter assignment, and credential requirement. Notices shall be sent to the Association President.

13.3.5 Vacancies shall normally be filled within ten (10) workdays after the closing date for applications, as soon as possible using a ten (10) day guideline. Unselected applicants shall be entitled, upon request, to a written statement as to why their transfer request has been denied.

13.3.6 Currently employed certificated staff members who have applied and are qualified for a vacant position in a District's teaching staff shall receive first consideration for the positions prior to the employment of anyone from outside the District. Exceptions to this provision are authorized when such exceptions are necessary in order to meet the requirements of the District's Affirmative Action Program or of mandated federal or state employment guidelines or when the qualifications of an outside applicant are clearly superior.

13.3.7 When two or more current Bargaining Unit Members apply for and are qualified for a position declared vacant by the District, the following criteria shall be considered in selecting the individual to fill the position:

13.3.7.1 Experience and recent training of the staff member compared to other candidates for the position to be filled.

13.3.7.2 Professional qualifications of the staff member, compared to those of other candidates, which are in particular demand for the position (i.e., communication, working relationships; work ethic; supportive of extracurricular activity, etc.).

13.3.7.3 If the above factors are for all intents equal between two or more candidates for a position, the person with the longest unbroken period of employment in the District shall be given preferential consideration in filling the vacancy.

13.3.8 No position shall be filled until after the closing date for application specified on the notice vacancy.

13.4 Involuntary Transfers:

13.4.1 The Board may make involuntary transfers in accordance with the educational goals, staffing requirements of the District, and to be NCLB compliant. Transfers shall not be used as a disciplinary measure or for the purpose of harassment.

13.4.2 No vacancy shall be filled by an involuntary transfer if there is an acceptable qualified volunteer available.

13.4.3 Bargaining Unit Members and the Dinuba Teachers Association shall be given written notification of any administrative request that a Bargaining Unit Member be transferred for the coming school year, and, excepting emergency circumstances, such notification shall normally occur by May 15th of each school year. Should the transfer of a Bargaining Unit Member become necessary at any time after two (2) weeks prior to the commencement of a new school year because of enrollment changes or other emergency circumstances, and should such a transfer involve a change in school site, grade level assignment and/or subject matter assignment, the affected Bargaining Unit Member, upon request, shall be entitled to receive two (2) full

days of released time for use in preparing for his/her new assignment. If the assignment change is of a radical nature, the Bargaining Unit Member may request and receive an additional day without instructional duties.

13.4.4 A meeting between the Bargaining Unit Member and the Superintendent or his/her designee will be held before a new assignment is made, at which time the Bargaining Unit Member will be notified as to the reasons for the proposed transfer.

13.4.5 When considering the filling of an existing vacancy through an involuntary transfer, the following criteria shall be considered in selecting the individual to fill the position:

13.4.5.1 Experience and recent training of the staff member in comparison to others available for the position to be filled.

13.4.5.2 Professional qualifications of the staff member compared to those of other candidates, which are in particular demand for the position (i.e., communication; working relationships; work ethic; supportive of extracurricular activity, etc.).

13.4.5.3 If the above factors are, for all intents, equal between two or more potential transferees, the Bargaining Unit Member with the least district-wide seniority who is properly credentialed shall be selected.

13.4.6 Bargaining Unit Members who must be involuntarily transferred from their current positions because of declining enrollment or for other similar reasons, shall have the right to indicate their preference for placement from among any vacancies that exist at the time or that become existent during the summer vacation period.

13.4.6.1 Bargaining Unit Members involuntarily transferred because of declining enrollment shall be credited with a District contribution of five hundred dollars ($500.00), in addition to normal site contributions, for classroom start-up, classroom supply, and instructional material expenses in the new assignment.

13.4.6.2 Bargaining Unit Members who are involuntarily transferred because of declining enrollment shall be notified of any vacancies that occur at their home school and have preference in returning provided they meet the qualifications of the vacancy.

13.4.6.3 The District shall provide assistance in moving Bargaining Unit Members' materials and supplies to the new assignment by July 31.

13.4.7 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a Bargaining Unit Member.

13.4.8 No Bargaining Unit Member may be transferred to a position for which he/she does not have the proper credential.

ARTICLE 14: BARGAINING UNIT MEMBER BENEFITS

14.1 Benefit Programs

14.1.1 Beginning with the 2018-2019 benefit year (October 1, 2018 through September 30, 2019), the District contribution towards health and welfare benefits shall be $14,700.00 per year, or up to $1,225.00 each month, effective October 1, 2018, toward benefit plans as outlined in Addendum F for eligible Bargaining Unit Members and their dependents. Should an eligible Bargaining Unit Member choose a plan with a premium above the District's contribution, the Bargaining Unit Member, through payroll deductions, will pay the difference.

14.2 Retired Bargaining Unit Members

14.2.1 The District shall provide any Bargaining Unit Member hired prior to July 1, 2003, who retires from the District after reaching age fifty-five (55) and after ten (10) consecutive years of District service, one hundred percent (100%) of current annual health and welfare premiums, for continued coverage under active Bargaining Unit Member benefit programs, through the last day of the month in which the Bargaining Unit Member reaches age sixty-five (65).

14.2.2 The District shall provide any Bargaining Unit Member hired on or after July 1, 2003, who retires from the District after reaching age fifty-eight (58) and after fifteen (15) consecutive years of District service, one hundred percent (100%) of the current annual health and welfare premiums, for continued coverage under active Bargaining Unit Member benefit programs through the last day of the month in which the Bargaining Unit Member reaches the age of sixty-five (65) years.

14.2.3 Any Bargaining Unit Member hired before July 1, 2003, who is fifty-five (55) years of age or older, but is not qualified for the

benefits described in Section 14.2.1 above, or any Bargaining Unit Member hired on or after July 1, 2003, who is fifty-eight (58) years of age or older, but is not qualified for the benefits described in Section 14.2.2 above, shall be entitled to continue his/her coverage under regular Bargaining Unit Members insurance programs by payment of the full premium amounts to the District on a quarterly basis.

14.2.4 As of the date this agreement is executed by all parties and effective the first full month after a retiree who is currently receiving or will receive District paid health and welfare benefits under Section 14.2.1 or 14.2.2 reaches age sixty-five (65), the District shall provide the retiree with reimbursement toward the cost of either Medigap insurance premiums, insurance premiums for continued coverage under active Bargaining Unit Member benefit programs, or insurance premiums as selected by the retiree, in an amount not to exceed $250.00 per month or $3,000.00 per year, through the last day of the month in which the retiree turns seventy (70) years of age.

14.2.5 Any Bargaining Unit Member who was eligible for the benefits under Section 14.2.1, but who chose not to retire and is now sixty-five (65) years of age or older, may elect to retire any time on or before June 30, 2004, and will receive reimbursement toward the cost of either Medigap insurance premiums, insurance premiums for continued coverage under active Bargaining Unit Member benefit programs, or insurance premiums as selected by the retiree, in an amount not to exceed $250.00 per month or $3,000.00 per year, for a maximum period of five (5) years.

14.2.6 In addition to the requirements set forth above, the District's obligation to provide reimbursement toward the cost of either

Medigap insurance premiums, insurance premiums for continued coverage under active Bargaining Unit Member benefit programs, or insurance premiums as selected by the retiree, is expressly contingent upon, and does not arise until, the eligible retiree provides receipts to the District bearing the retiree's name and evidencing payment for such insurance premiums. Receipts must be provided to the District within 12 months of being paid to be reimbursed.

14.3 Survivor Benefits

14.3.1 The surviving spouse of a deceased Bargaining Unit Member and any eligible dependents (as determined by the group policy) of such spouse may, at his/her election, remain enrolled in the Insurance programs set forth in 14.1 above. In such case, the District shall provide the full amount contributed on behalf of regular Bargaining Unit Members for said enrollment for up to one (1) full year following the death of the Bargaining Unit Member.

14.3.2 This benefit is restricted only to spouses and dependents, if any, of persons who die while a Bargaining Unit Member of the District or while on an approved leave from such employment.

14.3.3 The survivor's share of the premium payments for such continued coverage shall be paid to the District in advance on a monthly basis unless other arrangements are mutually agreed upon by the survivor and the District.

14.4 Additional Eligibility Provisions

14.4.1 Should the employment of a Bargaining Unit Member who has been employed for seventy-five percent (75%) of the year terminate following the last day of the school year and before the commencement of the ensuing school year, such Bargaining Unit Member shall be entitled to continued paid coverage under Bargaining Unit Member benefits listed in this

article until September 30 of the ensuing school year.

14.4.2 In the event that a terminating Bargaining Unit Member does not meet the seventy-five percent (75%) requirement specified in 14.4.1 above or should a Bargaining Unit Member's employment be terminated during the school year, he/she shall be entitled to paid coverage under the above provisions until no later than the end of the payroll period following the date of termination. If agreed to by the insurance carrier, said individual shall thereafter be entitled to continue the coverage under the insurance benefits enumerated in this article for a period not to exceed six (6) months by paying to the District the full premium for the continued coverage (in advance) on a month-to-month basis.

14.4.3 Part-time certificated Bargaining Unit Members who are on contract with the District shall be entitled to a pro-rated contribution toward any or all of the insurance coverages described in Paragraph 14.1 above. Said pro-ration shall be determined by applying the percentage of the Bargaining Unit Member's contract to the contribution made on behalf of full-time Bargaining Unit Members.

14.4.3.1 The District will provide the full cost of dental and vision insurance for part-time Bargaining Unit Members, and their eligible dependents, who have not elected to enroll in the total insurance package. One hundred percent (100%) participation of the part-time Bargaining Unit Members is required for this provision.

14.4.4 Bargaining Unit Members on Board approved unpaid leaves of absence may continue, on a month-to-month basis, the insurance coverages described in Paragraph 14.1 above, provided that they pay to the District in advance of the

established due date the full monthly premium for said coverages.

14.5 Miscellaneous

14.5.1 The Board shall reimburse Bargaining Unit Members for any loss, damage or destruction of clothing or personal property which is, of necessity, worn, used or otherwise maintained at the work site while the Bargaining Unit Member is in the performance of services for the District if such loss, damage or destruction is sustained through causes other than normal wear and/or than the negligence of the Bargaining Unit Member. The District may, at its option, replace or repair the lost, damaged or destroyed property provided that the repaired or replaced property is equal in condition/quality to the original.

14.5.1.1 The total liability of the District under this provision shall not exceed $1,500 annually.

14.5.1.2 Claims made by Bargaining Unit Members under this provision during the school year shall be paid by the District at the end of the fiscal year.

14.5.1.3 Should the total of valid claims made under this provision exceed the $1,500 limit, the District shall pro-rate payments in accordance to the amount of the various claims made.

14.5.1.4 Bargaining Unit Members shall have available to them at each worksite a Personal Property Registration Form as seen in Addendum D. Said forms shall be filled out and filed with the building site administrators when property, other than that worn, is brought into the worksite and used in the performance of services for the District.

14.5.2 All immunizations mandated by the District shall be provided for by the District.

14.5.3 All medical examinations mandated by the District shall be paid for by the District.

14.5.4 Liability insurance shall be carried on all certificated Bargaining Unit Members.

14.5.5 The District shall reimburse Bargaining Unit Members who must use their personal vehicles in the performance of services for the District at the District-established rate.

14.5.6 The District agrees to provide a term life insurance policy for each eligible Bargaining Unit Member, in the amount of $50,000.00.

ARTICLE 15: SALARIES

15.1 Classification Requirements

Class A - Non-Credentialed Staff

Class I - Bachelors Degree plus 30 semester units

Class II - Bachelors Degree plus 45 semester units

Class III - Bachelors Degree plus 60 semester units

Class IV - Bachelors Degree plus 75 semester units

15.1.1 Bargaining Unit Member work year shall be 185 days (181 teaching; 1 classroom preparation day, and 3 orientation/professional development). The determination of use of orientation/professional development days will be negotiated each year while setting the next school year calendar.

15.2 Classification by Professional Preparation

Bargaining Unit Members shall be placed on the appropriate class of the salary schedule. Such placement shall, except as set forth in 15.4 below, be in accordance with the degrees and advanced preparation they have completed.

15.3 A Bargaining Unit Member entering, or a Bargaining Unit Member that has previously entered Dinuba Unified School District with previous teaching experience, will be given full credit for up to fifteen (15) years of earned experience. Experience credit will be on a year-for-year equivalent basis. Teaching experience, for salary schedule placement purposes, shall include only experience in positions requiring certificated credentials and teaching experience (at least 75% of the time) in the Peace Corps or corrections requiring certification qualifications effective with the beginning of the 2015-2016 school year. A Bargaining Unit Member entering Dinuba Unified School District with prior military service will be given full credit for up to fifteen (15) years of earned experience effective with the 2015-2016 school year. This benefit is not to be given retroactively.

15.3.1 A Bargaining Unit Member employed on or after the beginning of the second semester will be paid his/her salary at his/her initial step during the remainder of the year.

15.3.2 A certificated person who serves as a long term substitute Bargaining Unit Member in the Dinuba Unified School District for a total of more than one-half of a school year shall be given credit for one step on the salary schedule. A long term substitute is a regularly certificated Bargaining Unit Member who fills the position of a regularly employed Bargaining Unit Member for any period in excess of 20 consecutive teaching days.

15.3.3 The District and Association agree, not withstanding Article 15.3 of this Collective Bargaining Agreement which allows credit for previous teaching experience up to ten (10) years, effective August 31, 1999, that a Bargaining Unit Member hired by Dinuba Unified School District (formerly Dinuba High School and Dinuba Elementary Districts) for full-time employment on or after July 1, 1996, who has previous teaching experience with Dinuba Unified School District, will be given full credit for all the years of prior experience earned at Dinuba Unified School District. Applicants for Bargaining Unit Member vacancies who have prior teaching experience at Dinuba Unified School District will be considered for employment pursuant to Board Policies and District Procedures, and will not be treated preferentially in the hiring process.

15.3.3.1 The District and Association agree that to be eligible to receive any credit for experience obtained at another district, the Bargaining Unit Member must have less than ten (10) years of prior teaching experience with Dinuba Unified School District, and in such instances, the Bargaining Unit Member may receive no more than ten (10) years total service credit.

15.3.3.2 This article is applicable only to Bargaining Unit

Members who previously worked for Dinuba Unified School District and return to full-time employment with the District after July 1, 1996.

15.4 Any Bargaining Unit Member who does not possess a preliminary teaching credential, but is hired to teach under other levels of approved certification (i.e., emergency permit, intern permit, waiver), will be placed in cell "Class A". This cell will be adjusted when the salary schedule is adjusted but will not exceed the squaring effect of 3% less than Class I, Step I.

15.4.1 Any unit member whose salary placement is determined in this fashion shall be frozen in the placement determined through 15.4 above until such time as he/she has completed the additional units that would otherwise be necessary for placement on Class I.

15.4.2 At such time as the unit member earns the units normally necessary for placement under Class I (or higher) of the salary schedule, he/she shall be given credit for all years of experience accrued for placement on the basic salary schedule.

15.5 Salary Class Requirements

Except as otherwise set forth above, advancement on the salary schedule shall be at the rate of one step for each year of teaching experience including advancement in placement on anniversary increments. If a Bargaining Unit Member is employed for at least one semester of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

15.5.1 In order to advance from one class to another, or if frozen in Class I, a 15-unit block form must be completed and approved by the DTA Professional Relations Committee and the District. A transcript or an official document containing college units must be filed with the Superintendent on or before September 5 of any school year to be considered to determine a salary schedule placement. Documents other than the transcript must be replaced by transcript by March 15 of that school year.

15.5.2 In advancing to a higher classification, a Bargaining Unit Member shall be given full credit for each step previously earned, plus the increment due at that step.

15.5.3 In advancing from one class to another class, if a Bargaining Unit Member has been held for two years or longer at the end of that class, and earns enough units to move to the next higher class, the Bargaining Unit Member will advance to that class and to the step to which his/her accumulated years of experience would normally entitle him/her.

15.5.4 Only college units earned or granted by an accredited four-year college or university after the Bachelors Degree has been awarded (or units allowed as post-baccalaureate) will be considered in advancing to a higher classification. Continuing education shall only be applied to nurses. For each fifteen (15) continuing education hours, one (1) credit will be considered for the salary schedule. One semester unit equals 15 continuing education hours.

15.5.5 Registration and/or instructional fees paid by the District for classes/workshops/conferences shall not preclude those units, paid for by the Bargaining Unit Member, from being submitted for salary advancement.

15.6 Preparation time is intended and designated as Bargaining Unit Member work time. The District may request that a Bargaining Unit Member voluntarily teach an additional class during their preparation time. In these cases, a Bargaining Unit Member in grades TK-6 shall be compensated at one-seventh (1/7) of their daily rate. Effective with the 2018-2019 school year, Grades 7 & 8 at Washington Intermediate shall be compensated at one-seventh (1/7) of their daily rate per term based on a seven (7) period schedule. In grades 9-12 at Dinuba High School, the Bargaining Unit Member shall be compensated at one-sixth (1/6) of their daily rate per term based on a six (6) period schedule.

15.7 Bargaining Unit Members who occasionally substitute during their preparation time may opt for payment at the Adult School Hourly Rate or accrue compensatory time subject to the following guidelines:

15.7.1 Accrued compensatory time shall be requested and taken in full-day increments.

15.7.2 The compensatory day shall be taken by the Bargaining Unit Member once two (2) full days are accumulated, prior to any further accumulation.

15.7.3 Any balances of compensatory time shall be paid at the end of the school year.

15.7.4 Beginning July 1, 2018, in grades TK-6, compensatory time shall be earned at the rate of one (1) hour per period (30 minutes minimum) covered. In grades 7-12, compensatory time shall be earned at the rate of one and one-half hours per period (45 minutes minimum) covered.

15.8 The salary schedule in effect June 30, 2017, shall be adjusted the following amounts:

2017/2018: 2% on schedule effective July 1, 2017
3% off schedule

Payable after ratification and Board and County approval of the Agreement.

2018/2019: 2% on schedule effective July 1, 2018
3% off schedule payment payable January 31, 2019.

Parties agree to suspend Article 3.1 and 17.1 for the 2018/2019 year, unless mutually agreed to meet

2019/2020: Subject to a salary reopener.

15.8.1 Effective July 1, 2016, the length of the school year will continue to be one hundred eighty-five (185) days except for those Bargaining Unit Members under contract for services

beyond the one hundred eighty-five (185) days.

15.8.1.1 Effective July 1, 2016, there will be one hundred eighty-one (181) instructional days and four (4) professional days. The scheduled January 9, 2017, professional day will be an instructional day.

15.8.1.2 The instructional calendar will remain at one hundred eighty-one (181) days for regular classroom Bargaining Unit Members unless both the Association and the District agree that the length of the instructional calendar will convert to one hundred eighty (180) days.

15.8.1.3 If the instructional calendar is reduced from one hundred eighty-one (181) days to one hundred eighty (180) days, the salary schedule will be reduced by one percent (1.00%).

15.8.1.4 Bargaining Unit Members are eligible to receive an additional, one time, one percent (1.00%) bonus off the 2016-2017 revised Salary Schedule upon completion of six (6.00) hours of Site or District Professional Development beyond the regular workday. Two (2) of the hours could have been completed between July 1, 2016 and October 31, 2016, if they were unpaid hours. All six (6) hours must be completed by April 30, 2017.

ARTICLE 16: PAYMENT FOR EXTRA-CURRICULAR ACTIVITIES

16.1 "Extra-curricular duties" means those duties that involve instruction of students as enumerated in Addenda B and C.

16.2 "Extra-curricular duties" shall be voluntary and at the rates specified in Addenda B and C.

16.3 Bargaining unit members who agree to perform any of the "Extra-curricular duties" specified in Addenda B and C, shall be annually provided with a supplementary contract which shall set forth all appropriate conditions under which such unit members shall provide each service and receive reimbursement.

16.4 A bargaining unit member shall not, under normal circumstances, be offered more than three (3) "Extra-curricular Duty" contracts. Exceptions will be permitted when the District is not otherwise able to secure qualified personnel to assume responsibility for a particular extra-curricular duty.

16.5 The base amount shall be Column 4, Step 18 of the salary schedule. With the exception of hourly rates, all dollar amounts shall be rounded to the nearest $1.00.

16.6 High School Department Heads shall be paid at a rate of $20.00 per class section per year. The number of sections will be determined by October 1 of each school year.

16.7 The parties agree that the positions listed in Addenda B and C may be added to based on student numbers or Board approval.

16.8 Elementary Program Advisor

16.8.1 Each year the Dinuba Unified School District Board of Trustees shall determine an amount of money based on school site A.D.A. to be set aside for use in funding the Elementary (TK-6) Program Advisor Position.

16.8.2 A Bargaining Unit Member and/or Bargaining Unit Members shall submit a written proposal to the School Principal at least thirty (30) days before the last day of school or thirty (30) days before the last day of the first semester. (See Addendum E for application form.)

16.8.3 Any proposal must be based on time outside the student instructional day and must involve students.

16.8.4 A committee comprised of a minimum of one (1) primary Bargaining Unit Member, one (1) intermediate Bargaining Unit Member, and the Site Principal shall recommend which proposals they would like funded for the next school year/semester at their individual school sites. Bargaining Unit Members who have submitted proposals may not serve on this committee.

16.8.5 The rate of compensation shall be based on the Adult Hourly Rate. Proposals shall be rated and recommended with a total dollar amount per project. This total dollar amount may or may not reflect the Adult Hourly Rate of Pay.

16.8.6 Recommended proposals shall be presented to the Dinuba Unified School District Board of Trustees for action.

ARTICLE 17: NEGOTIATIONS PROCEDURE

17.1 Not later than the School Board's first regularly scheduled meeting in March each year of this Agreement, the Association and the Districts shall exchange their initial proposals for bargaining. Any Agreement reached between the parties shall be reduced to writing and signed by them.

17.2 Proposed school calendars shall be presented to the Association by January 15 of each year. The calendar proposals must include five (5) minimum student days during the week following the end of the first quarter. These days are designated for mandatory parent conferences with all students in grades 1 through 6. Negotiations on the proposed calendar would commence on or before February 15, with a resolution by March 15. This time frame allows input into the school calendar and allows the Board to adopt the succeeding year calendar at a Board meeting in March of each year.

17.3 Negotiations shall take place at mutually agreeable times and places once the public notice provisions of the "Act" have been met.

17.4 The exclusive representative shall designate a reasonable number of representatives who shall each be entitled to a reasonable amount of release time without loss of compensation to attend negotiations and impasse proceedings.

17.5 The Board will make available or provide access to non-confidential public information that would be of value to the Association in its role as exclusive bargaining representative.

17.6 Not later than November 1st, the Board shall furnish the Association with the placement of all bargaining unit members on the salary schedules as of October 1st.

ARTICLE 18: CERTIFICATED MENTOR PROGRAM

18.1 Beginning with the 2015-2016 school year, all new Bargaining Unit members with a PIP, STP, waiver, or Internship Credential will be paired with a District assigned mentor.

18.2 Compensation

18.2.1 Mentor Bargaining Unit Members will be compensated at $1,500.00 for the Contract year.

18.2.2 Mentee Bargaining Unit Members will be compensated at $1,500.00 per Contact year.

18.2.3 Mentor and Mentee will be compensated for one additional day, at their daily rate of pay, to meet to set up the Mentee's classroom and Mentee lesson planning prior to the start of the school year.

18.3 Program Timeframe

18.3.1 Mentee's will be in the Mentor Program for their first year on staff.

18.3.2 Mentor and Mentee will meet outside of the instructional day.

18.3.3 Mentor and Mentee will meet approximately one (1) hour per week during the school year.

18.3.4 There will be no release time for either the Mentor or Mentee.

ARTICLE 19: PEER ASSISTANCE AND REVIEW

19.1 Program Components

There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program", for all Bargaining Unit Members. The PAR Program provides a mechanism whereby exemplary Bargaining Unit Members assist other Bargaining Unit Members in the areas of subject matter knowledge, teaching methodology, classroom organization and management, and teaching strategies. The Program shall have three components:

19.1.1 Permanent Bargaining Unit Member Peer Assistance Program: This Component shall provide peer assistance to permanent Bargaining Unit Members who receive an "unsatisfactory" evaluation in the Board adopted Required Elements of evaluation.

19.1.1.1 Bargaining Unit Members receiving an "unsatisfactory" evaluation in any one or more of the following areas of the Required Elements of Evaluation

1, 2, 3, or 4 as defined in Section 19.1 above, will be referred to the PAR Program by the Principal or designated evaluator for assistance under this Program.

19.1.2 Voluntary Bargaining Unit Member Peer Assistance Program: This component shall provide assistance to Bargaining Unit Members who volunteer for the Program.

19.1.2.1 Bargaining Unit Members desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

19.1.2.2 If a Bargaining Unit Member is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long

as participation continues on a volunteer basis (Pursuant to Section 19.7.4 herein).

19.1.3 Teacher Induction Program: This component shall provide peer assistance to teachers participating in Pre-Intern, Intern, and Teacher Induction Programs (TIPS), as well as first and second year teachers. Support providers shall normally be assigned on a preferred ratio of 1:1. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Educational Code Section 44929.21 pertaining to probationary Bargaining Unit Members.

19.2 Peer Assistance and Review Panel

19.2.1 The Program shall be governed by the PAR Panel composed of seven (7) members, a majority of whom shall be certificated Bargaining Unit Members chosen by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the Superintendent. A quorum for Panel meetings shall be two-thirds (2/3) of the membership. Decisions shall be made by consensus.

19.2.2 Panel members shall be selected by May of each year and serve staggered terms of two (2) years.

19.2.3 Qualifications for the Bargaining Unit Member members of the Panel shall be no less than the qualifications for a consulting Bargaining Unit Member.

19.2.4 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

19.2.5 The PAR Panel shall be responsible for:

19.2.5.1 Establishing its own rules of operations;

19.2.5.2 Selecting its own chairperson;

19.2.5.3 Providing annual training for PAR Panel

members;

19.2.5.4 Establishing a procedure for application and selection of consulting Bargaining Unit Members and support providers;

19.2.5.5 Selecting consulting Bargaining Unit Members and support providers;

19.2.5.6 Arranging appropriate training for consulting Bargaining Unit Members;

19.2.5.7 Receiving referrals for permanent Bargaining Unit Member peer assistance from principals or designated evaluators;

19.2.5.8 Accepting or rejecting voluntary requests for assistance from individual Bargaining Unit Members;

19.2.5.9 Any decisions about eligibility for the Program;

19.2.5.10 Meeting at least two (2) times annually to review the work of the consulting Bargaining Unit Members with their caseloads. Generally, the Panel shall meet within the Panel member's workday; however, work outside the contractual workday shall be compensated in the following manner: Extra Duty Hourly Rate of Pay;

19.2.5.11 Reviewing peer review reports prepared by consulting Bargaining Unit Members;

19.2.5.12 Monitoring the progress of permanent Bargaining Unit Member peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants. All reports pursuant to this provision shall be made to the Board at an appropriate contractual or legally required time

during the school year in which the PAR program was utilized to assist a Bargaining Unit Member;

19.2.5.13 Recommending a budget for the Program, subject to Board approval; and

19.2.5.14 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Education at a regular meeting no later than June of each school year.

19.2.6 A panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

19.3 Consulting Bargaining Unit Members/Support Providers

19.3.1 The number of consulting Bargaining Unit Members shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.

19.3.2 Consulting Bargaining Unit Members shall have two-year terms and have the option of renewing their terms.

19.3.2.1 All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the consulting Bargaining Unit Member's personnel file, except upon the written request of the individual consulting Bargaining Unit Member.

19.3.3 Consulting Bargaining Unit Members must be selected by the PAR Panel to provide assistance for Bargaining Unit Members in the areas of subject matter knowledge, teaching methodology, classroom organization and management, and teaching strategies.

19.3.4 In order to be selected as a consulting Bargaining Unit Member/support provider, a Bargaining Unit Member must possess the following requisite minimum qualifications:

19.3.4.1 A credentialed Bargaining Unit Member with permanent status;

19.3.4.2 Five (5) years of recent classroom instruction;

19.3.4.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500 and reflected in the applicant's performance evaluations;

19.3.4.4 Effective leadership skills.

19.3.5 Consulting Bargaining Unit Members/Support Providers shall be selected in the following manner:

19.3.5.1 Candidates must file an application with the Panel;

19.3.5.2 The Panel may establish additional procedures for selecting candidates;

19.3.5.3 Selection of candidates shall be by consensus of the Panel.

19.3.6 Consulting Bargaining Unit Members shall have responsibility for no more than two (2) Bargaining Unit Members at any one time.

19.3.7 A Bargaining Unit Member participating in the PAR Program voluntarily may select his or her consulting Bargaining Unit Member from a list of consulting Bargaining Unit Member provided by the PAR Panel. A Bargaining Unit Member participating in the PAR program involuntarily shall be assigned his or her consulting Bargaining Unit Member from a list of consulting Bargaining Unit Members provided by the PAR panel.

19.3.8 The consulting Bargaining Unit Member and participating Bargaining Unit Member shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as timelines.

19.3.9 Bargaining Unit Members who function as a consulting

Bargaining Unit Member during their regular workday shall receive their regular salary. Bargaining Unit Members who function as a consulting Bargaining Unit Member outside their regular workday shall be compensated in the following manner: Extra Duty Hourly Rate of Pay.

19.3.10 Bargaining Unit Members who function as a Support Provider shall receive an annual stipend in the amount of $2,200.00 per person in accordance with 19.1.3.

19.4 Permanent Bargaining Unit Member Peer Assistance Program

19.4.1 The purpose of this Program is to provide assistance, renew quality teaching and offer remediation to permanent Bargaining Unit Members whose performance has been evaluated as "unsatisfactory" as defined in 19.1.1.1 by the Principal or designated evaluator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the District.

19.4.2 Assistance provided by the consulting Bargaining Unit Member shall focus on the specific areas recommended for improvement by the participating Bargaining Unit Member's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.

19.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference when the Bargaining Unit Member receives the "unsatisfactory" evaluation. The conference shall involve the Bargaining Unit Member being referred, the evaluator who evaluated the Bargaining Unit Member, and consulting Bargaining Unit Member, to begin the development of an Individual Assistance Plan. If the permanent Bargaining Unit Member so desires, the Association shall provide representation in this meeting.

19.4.4 The assistance shall be provided by consulting Bargaining Unit Members under this Article and shall be closely monitored by the PAR Panel.

19.4.5 The course of assistance shall include, but not be limited to, one or more of the following:

19.4.5.1 Multiple classroom observations by the consulting Bargaining Unit Member for the purpose of assistance specific to the areas defined in 19.1.1.1 which have been evaluated to be "unsatisfactory" or other areas deemed in need of assistance by the consulting Bargaining Unit Member during the period of assistance;

19.4.5.2 Opportunities for the Bargaining Unit Member receiving assistance to observe exemplary practice, either by the consulting Bargaining Unit Member or other exemplary Bargaining Unit Members;

19.4.5.3 District-provided professional development opportunities;

19.4.5.4 Conference attendance or other staff development, often in the company of the consulting Bargaining Unit Member, to facilitate reflection on how this experience fits into the Individual Assistance Plan;

19.4.5.5 Other forms of assistance which the consulting Bargaining Unit Member and the Panel may provide; and

19.4.5.6 The parties understand that every possible subject matter competency may not be available within the corps of consulting Bargaining Unit Members, and therefore, it shall occasionally be necessary to secure additional assistance to fully

address identified deficiencies. In such cases, the consulting Bargaining Unit Member shall maintain prime responsibility for the Individual Assistance Plan, but may function more like a case carrier who seeks the availability of appropriate resources.

19.4.6 Communication and consultation between the Consulting Bargaining Unit Member and principal/evaluator shall be ongoing.

19.4.7 Nothing in this Article precludes the principal/evaluator or District from doing observations nor from notifying the Bargaining Unit Member verbally and/or in writing regarding incidents or events related to the Bargaining Unit Member's fulfillment of his or her professional obligations.

19.4.8 Written peer review reports will be submitted to the Panel by the consulting Bargaining Unit Member in time for regularly scheduled panel meetings during the PAR period of planned assistance. The consulting Bargaining Unit Member will share all written and verbal evaluation reports during a conference with the Bargaining Unit Member, prior to submission to the Panel. A copy of the written reports will be provided to the principal/ evaluator.

19.4.9 The consulting Bargaining Unit Member shall submit an oral and written final report regarding the Bargaining Unit Member's participation in PAR to the Panel at the conclusion of the period of assistance. This report shall describe the measures of assistance provided to the Bargaining Unit Member and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent Bargaining Unit Member's personnel file. The Bargaining Unit Member shall have the opportunity to attach his or her comments.

19.4.9.1 The Bargaining Unit Member and principal/evaluator may be present for the consulting Bargaining Unit Member's presentation and will be given an opportunity to respond to the report.

19.4.10 The panel shall deliberate and report to the Board whether:

19.4.10.1 The Bargaining Unit Member is now performing satisfactorily in the areas evaluated, or

19.4.10.2 The Panel and consulting Bargaining Unit Member do not consider that further assistance and remediation will be successful with reasons in support of this conclusion.

19.4.10.3 Notwithstanding the above, and while the term of the Individual Assistance Panel may vary, if the Panel believes progress is being made, the IAP may be modified and/or extended for not more than one (1) additional evaluative cycle.

19.4.11 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consulting Bargaining Unit Member, the principal/evaluator, in conference with the Superintendent or designee.

19.4.11.1 The decision of the Panel shall be reported to the Bargaining Unit Member, the Association representative, if requested by the Bargaining Unit Member, the consulting Bargaining Unit Member, and the principal/ evaluator, in conference with the Superintendent or designee.

19.4.11.2 The Panel shall report their findings to the Board of Education in closed session.

19.5 Permanent Bargaining Unit Member Due Process

19.5.1 The permanent Bargaining Unit Member shall be entitled to

review all reports generated by the consulting Bargaining Unit Member prior to their submission to the Panel and to affix thereto his or her comments. To effectuate these rights, the consulting Bargaining Unit Member shall provide the permanent Bargaining Unit Member being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

19.5.2 The permanent Bargaining Unit Member shall have a right to be represented by the Association in any meetings of the Panel to which the permanent Bargaining Unit Member's attendance is requested, and shall be given a reasonable opportunity to present his or her view concerning any report being made.

19.5.3 The permanent Bargaining Unit Member shall have the right to timely progress reports from his or her consulting Bargaining Unit Member.

19.5.4 The permanent Bargaining Unit Member shall have the right to present reasons why a specific consulting Bargaining Unit Member should be replaced and another consulting Bargaining Unit Member substituted, and to have those reasons considered.

19.5.5 A permanent Bargaining Unit Member shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses within five (5) working days which shall become part of the official record of the intervention. The permanent Bargaining Unit Member shall not lose access to the grievance process outside this Article of the contract.

19.5.6 This Program in no manner diminishes the legal rights of bargaining unit members as provided in the Education Code with regards to dismissal.

19.6 Voluntary Permanent Bargaining Unit Member Peer Assistance Program

19.6.1 A permanent Bargaining Unit Member may volunteer for the

peer assistance program. Voluntary participation does not exempt a permanent Bargaining Unit Member from being assigned into the program under Section 19.1.1. The PAR Panel will determine whether the Bargaining Unit Member may participate in the Program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.

19.6.2 The consulting Bargaining Unit Member and Bargaining Unit Member will meet to determine the volunteer Bargaining Unit Member's needs and jointly develop an Individual Assistance Plan. This Plan will draw from the course of assistance that is available through the PAR Program enumerated in 19.4.5 and include timelines.

19.6.3 Consulting Bargaining Unit Members will provide oral and written feedback documentation to the volunteer Bargaining Unit Member. Communication between a voluntary participant and his or her consulting Bargaining Unit Member concerning participation in the Program shall remain confidential from the principal/ evaluator and PAR Panel.

19.6.4 Documentation will not be placed in personnel file only so long as participation continues to be on a voluntary basis.

19.6.5 The volunteer Bargaining Unit Member may terminate his or her participation in the Program at any time.

19.7 Miscellaneous Provisions

19.7.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

19.7.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for all program participants.

19.7.3 It is the intent of the District and the Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for

Bargaining Unit Members is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force and effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.

19.7.4 The District and Association agree that this Article shall be reopened if either the Education Code Section 44500 et. seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

19.8 Governing Board Review of Recommendations by Panel

Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment permanent, probationary or temporary certificated Bargaining Unit Members.

19.9 Retention of Education Code Rights

Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or Bargaining Unit Member under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated staff.

19.9.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

19.10 Hold Harmless

The District agrees to indemnify and provide a defense for any member of the PAR Panel and the consulting Bargaining Unit Members for any liability arising out of their participation in this Program as provided by Education Code Section 44503(c). All legal costs for the above will be borne by the District.

19.11 Confidentiality

All proceedings and materials related to the administration of this Program shall be strictly confidential. Therefore, Panel members and consulting Bargaining Unit Members may disclose such information only as necessary to administer the Program.

19.12 Records

Documents and writings relating to a Bargaining Unit Member's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. seq.).

19.13 Non-Management/Supervisory Status

Functions performed by Bargaining Unit Member Panel members and/or consulting Bargaining Unit Members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

19.14 Association Representation

A participating Bargaining Unit Member has the right to be represented by the Association throughout any procedures involving the Administration.

ARTICLE 20: JOB SHARE

20.1 Job Share

One full-time teaching assignment may be shared by two (2) permanent Bargaining Unit Members in a shared arrangement (job share) with approval from the administration and the Superintendent. The details of the job share will be outlined in written format and signed by the Bargaining Unit Members, site administrator, and the Superintendent.

20.2 Job share contracts issued after May 10, 1999: will be issued at fifty percent (50%) (1/2 time), with salary schedule advancement, salary-related benefits, and other benefits pro-rated accordingly. Job share assignments will be reviewed and must be reapproved by March 1st of each year for the subsequent year. Should a job share dissolve for any reason after this approval, the continuation of the job share shall be at the discretion of the administration and the Superintendent.

20.3 Each job share member must meet all the credential and job description requirements for the position, and must have an overall rating of "meets district standard" on their most recent evaluation of instructional performance.

20.4 The teaching calendar and other arrangements will be approved by the site administrator, insuring that each Bargaining Unit Member works 50% of the Bargaining Unit Member work year. The job share request must include an attached proposed work schedule acceptable to the site administrator and the District. Options for such schedule include, but are not necessarily limited to: 1) M-T, W-Th, alternative Fridays; 2) M-W, T-Th, alternative Fridays; 3) every other day; 4) every other week; 5) every other quarter; 6) every other semester.

20.5 Class instruction will be team planned with approval at the site level, insuring that the students are taught the grade level standards and adopted curriculum.

20.6 In order to be approved, the request must first receive a positive recommendation from the site administrator. The request for job share must also be approved by the Superintendent or his/her designee. The decision to

approve or disapprove a request is solely within the discretion of the District and is not subject to the grievance/arbitration clause of this Agreement. If a job share proposal is denied, the Bargaining Unit Members, upon request, may receive a written statement of the educational reasons for denying the request.

20.7 Job share Bargaining Unit Members will, whenever possible, substitute for each other in the event of illness or other absence to help insure continuity of the program, except in the cases of unplanned, consecutive absences in excess of ten (10) scheduled workdays. In such cases the site administrator shall make appropriate arrangements.

20.8 Each job share team member shall attend all required meetings as well as fulfill all professional responsibilities normally assigned to full-time Bargaining Unit Members. Unless excused from the responsibility by the District, each team member is required to attend Open House, Back-to-School Night, District orientation days, parent conference week, and staff meetings or conferences as mutually agreed by the Bargaining Unit Members and the principal.

20.9 Bargaining Unit Members entering and exiting job share arrangements have the option of applying for full-time teaching positions in accordance with Article 13: Transfers.

20.10 In terms of seniority of the job share team, add the years taught in the District by both Bargaining Unit Members in the job-share position and divide by two (2).

ARTICLE 21: COMMITTEES FOR PROBLEM RESOLUTION

21.1 The major purpose of the Committees - The District shall offer to discuss with Bargaining Unit Members on matters related to:

21.1.1 Educational Objectives.

21.1.2 Determination of the Content of Courses and Curriculum or Selection of Textbooks.

21.1.3 Administration of School Discipline.

21.1.4 School Safety Concerns.

21.1.5 Bargaining Unit Member Professional Rights and Concerns.

21.1.6 Committees are NOT intended for information dissemination.

21.2 Composition and Process of Committees:

21.2.1 Site Committee for Problem Resolution (SCPR)

21.2.1.1 One committee per school site composed of one Bargaining Unit Member per fifteen site Bargaining Unit Members or portion thereof with not less than two Bargaining Unit Members per site plus one school site DTA building representative and principal or designee

21.2.1.2 Agenda items brought forth by any committee member to discuss/resolve from total staff, small group, or individual concerns as noted in 20.1 above.

21.2.1.3 The committee will be available to consider suggestions and innovative ideas to improve site operations.

21.2.1.4 Record of action taken.

21.2.1.5 Meetings may be held a minimum of once a month, if needed, after school (without pay lasting no more than one hour after normal Bargaining Unit Member contract time).

21.2.1.6 Selection of Bargaining Unit Members for the committee to be held before June 1 of each year

with each site in charge of school's election.

21.2.2 District wide Committee for Problem Resolution (DCPR)

21.2.2.1 Committee comprised of the Superintendent or designee, one Assistant Superintendent, one Elementary Principal, one Secondary Principal, the DTA President, a primary Bargaining Unit Member, an intermediate grade elementary level Bargaining Unit Member, an intermediate school Bargaining Unit Member, and a high school Bargaining Unit Member.

21.2.2.2 Agenda items brought forth by any committee member to discuss/resolve will be concerns not resolved in SCPR and will include what attempts have been made to resolve the concern in SCPR.

21.2.2.3 Committee will consider suggestions and innovative ideas to improve site operations.

21.2.2.4 A record of any action taken will be made.

21.2.2.5 Meetings are to be held a minimum of once a month, if needed, after school (without pay and to last no more than one hour after the regular school day).

21.2.2.6 Bargaining Unit Member representatives shall be selected by a District wide election to be completed before June 1st of each year.

21.2.3 Grievance:

21.2.3.1 Failure to resolve a resolution to any contractual issue that has gone through DCPR may result in a grievance being filed.

ARTICLE 22: NEW BARGAINING UNIT MEMBER ORIENTATION (AB119)

22.1 Orientation

22.1.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new Bargaining Unit Member of their employment status, rights, benefits, duties, responsibilities, and other related matters.

22.1.2 The District shall provide an annual new bargaining unit member orientation for all newly hired Bargaining Unit Members to take place within ten (10) calendar days prior to the first day of school, except when no new Bargaining Unit Members are commencing employment at the beginning of the year.

22.1.3 Any Bargaining Unit Member(s) hired after the start of the school year shall be provided an in-person orientation / on-boarding meeting within ten (10) calendar days from the date of hire.

22.1.4 New Bargaining Unit Members will be compensated their daily rate of pay for the time spent attending the required orientation / on-boarding meeting when either occurs outside of the Contract year and/or Contract day.

22.2 Scheduling of Orientation

22.2.1 The District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations / on-boarding meetings by certified or electronic email to the Chapter President at least ten (10) work days in advance of the annual orientation meeting(s) or ten (10) work days in advance of other orientation / on-boarding meetings that may occur throughout the year.

22.2.2 In the event the District is unable to comply with the above Article 22.2.1, the District shall, at the request of the Association, reschedule the orientation / on-boarding meeting and provide advance notice to the Association.

22.2.3 If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

22.3 Association Orientation/Onboarding Time

22.3.1 The Association shall be provided up to two (2) hours of uninterrupted time for the Bargaining Unit Member orientation / on-boarding meetings.

22.3.2 The District administration will excuse themselves during the Association's time.

22.3.3 The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to Orientation / on-boarding meetings

22.3.4 If the orientation / on-boarding meetings are held during contractual time, the Association shall have District paid release time for up to four (4) Bargaining Unit Members to attend and participate in the orientation / on-boarding meetings.

22.4 New Bargaining Unit Member Information

22.4.1 The following new Bargaining Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically in Excel and no than thirty (30) days after the date of hire or by the first pay period of the month of hire:

22.4.1.1 Name

22.4.1.2 Home Address

22.4.1.3 Phone Numbers (Cell, Home, Work)

22.4.1.4 Personal Email Address (Not District Email)

22.4.1.5 Last four (4) Digits of Social Security Number

22.4.1.6 Date of Hire

22.4.1.7 School Site

22.4.1.8 Grade Level/Assignment

22.4.1.9 Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)

22.5 Monthly Bargaining Unit Member Information Roster

22.5.1 The following information for all Bargaining Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically in Excel by the 30th of each month:

22.5.1.1 Name

22.5.1.2 Home Address

22.5.1.3 Phone Numbers (Cell, Home, Work)

22.5.1.4 Personal Email Address (Not District Email)

22.5.1.5 Last four (4) digits of Social Security Number

22.5.1.6 Date of Hire

22.5.1.7 School Site

22.5.1.8 Grade Level / Assignment

22.5.1.9 Employment Status (Permanent, Probationary, Intern, PIP, STIP, Temporary, Other)

22.5.1.10 Status Change Reason (Contact Information, Leave of Absence, Retired, Non-Reelect, Resigned, Moved to Administration, Terminated, New Hire, Other)

ARTICLE 23: SIGNATURES

Agreed to this 23rd day of October 2018.

For the District:

For the Dinuba Teachers Association:

ADDENDUM A: 2017-18 SALARY SCHEDULE

DINUBA UNIFIED SCHOOL DISTRICT

2017-18

CERTIFICATED SALARY SCHEDULE

	1	A	2	B	3	C	4	D
eff 7/1/16 5%	BA + 30	A W/MA	BA + 45	B W/MA	BA + 60	C W/MA	BA + 75	D W/MA
1	$49,947	**$50,697**	$51,945	**$52,725**	$54,023	**$54,834**	$56,184	**$57,027**
2	$51,446	**$52,218**	$53,504	**$54,306**	$55,644	**$56,479**	$57,870	**$58,738**
3	$52,989	**$53,784**	$55,109	**$55,935**	$57,313	**$58,173**	$59,606	**$60,500**
4	$54,579	**$55,398**	$56,762	**$57,614**	$59,033	**$59,918**	$61,394	**$62,315**
5	$56,216	**$57,060**	$58,465	**$59,342**	$60,804	**$61,716**	$63,236	**$64,184**
6	$57,903	**$58,771**	$60,219	**$61,122**	$62,628	**$63,567**	$65,133	**$66,110**
7	$59,640	**$60,534**	$62,025	**$62,956**	$64,506	**$65,474**	$67,087	**$68,093**
8			$63,886	**$64,845**	$66,442	**$67,438**	$69,099	**$70,136**
9			$65,803	**$66,790**	$68,435	**$69,461**	$71,172	**$72,240**
10			$67,777	**$68,794**	$70,488	**$71,545**	$73,307	**$74,407**
11					$72,603	**$73,692**	$75,507	**$76,639**
12					$74,781	**$75,902**	$77,772	**$78,938**
13							$80,105	**$81,307**
14							$82,508	**$83,746**
15							$84,983	**$86,258**
16							$87,533	**$88,846**
17							$90,159	**$91,511**
18							$92,864	**$94,257**

$48,448 (Other levels of approved certification, ie, PIP, STSP, waiver, etc.)

MA = 1.5% Additional **4% between columns, 3% between steps**

Substitute rates:

$120 daily - regular rate
$130 daily - itinerate rate (assignments that require travel to multiple sites in one day)
$130 daily - short term assignment (16-30 days)
$160 daily - premium rate (days specially identified by the Assistant Superintendent of Human Resources)
$172 daily - long term assignment (31+ days)

Sub sick leave will be paid at the regular sub rate

ADDENDUM A-1: 2018-19 SALARY SCHEDULE

DINUBA UNIFIED SCHOOL DISTRICT
2018-19
CERTIFICATED SALARY SCHEDULE

	1	A	2	B	3	C	4	D
eff 7/1/18 2%	BA + 30	A W/MA	BA + 45	B W/MA	BA + 60	C W/MA	BA + 75	D W/MA
1	$51,965	**$52,744**	$54,044	**$54,854**	$56,205	**$57,048**	$58,453	**$59,330**
2	$53,524	**$54,327**	$55,665	**$56,500**	$57,891	**$58,760**	$60,207	**$61,110**
3	$55,130	**$55,957**	$57,335	**$58,195**	$59,628	**$60,523**	$62,013	**$62,943**
4	$56,783	**$57,635**	$59,055	**$59,941**	$61,417	**$62,338**	$63,874	**$64,832**
5	$58,487	**$59,364**	$60,826	**$61,739**	$63,260	**$64,208**	$65,790	**$66,777**
6	$60,242	**$61,145**	$62,651	**$63,591**	$65,157	**$66,135**	$67,764	**$68,780**
7	$62,049	**$62,980**	$64,531	**$65,499**	$67,112	**$68,119**	$69,796	**$70,843**
8			$66,467	**$67,464**	$69,125	**$70,162**	$71,890	**$72,969**
9			$68,461	**$69,488**	$71,199	**$72,267**	$74,047	**$75,158**
10			$70,515	**$71,572**	$73,335	**$74,435**	$76,269	**$77,413**
11					$75,535	**$76,668**	$78,557	**$79,735**
12					$77,801	**$78,968**	$80,913	**$82,127**
13							$83,341	**$84,591**
14							$85,841	**$87,129**
15							$88,416	**$89,742**
16							$91,069	**$92,435**
17							$93,801	**$95,208**
18							$96,615	**$98,064**

$50,405 (Other levels of approved certification, ie, PIP, STSP, waiver, etc.)

MA = 1.5% Additional **4% between columns, 3% between steps**

Substitute rates:
$125 daily - regular rate
$135 daily - itinerate rate (assignments that require travel to multiple sites in one day)
$135 daily - short term assignment (16-30 days)
$165 daily - premium rate (days specially identified by the Assistant Superintendent of Human Resources)
$177 daily - long term assignment (31+ days)

Sub sick leave will be paid at the regular sub rate

7/1/18 - Sub rates increase by $5.00

ADDENDUM B: 2018-19 EXTRA PAY SCHEDULE

DINUBA HIGH & WASHINGTON

$96,615

YEAR OF ASSIGNMENT

Advisor Title						
		1	2	3	4	5
	LEVEL 1	*0.0470*	*0.0475*	*0.0480*	*0.0485*	*0.0490*
DHS	DHS Activities Director (2 Terms)	4,541	4,589	4,638	4,686	4,734
DHS	DHS Varsity Pep Squad Advisor	4,541	4,589	4,638	4,686	4,734
		1	2	3	4	5
	LEVEL 1.5	*0.0363*	*0.0368*	*0.0373*	*0.0378*	*0.0383*
DHS	DHS - AVID Site Coordinator - upon DHS participation/min 4 teachers participating)	3,507	3,555	3,604	3,652	3,700
		1	2	3	4	5
	LEVEL 2	*0.0350*	*0.0355*	*0.0360*	*0.0365*	*0.0370*
DHS	DHS JV Pep Squad Advisor	3,382	3,430	3,478	3,526	3,575
		1	2	3	4	5
	LEVEL 3	*0.0320*	*0.0325*	*0.0330*	*0.0335*	*0.0340*
DHS	DHS Band - Marching	3,092	3,140	3,188	3,237	3,285
DHS	DHS Choir	3,092	3,140	3,188	3,237	3,285
		1	2	3	4	5
	LEVEL 4	*0.0300*	*0.0305*	*0.0310*	*0.0315*	*0.0320*
DHS	FFA Advisors (6) - 3 positions/2 semesters	2,898	2,947	2,995	3,043	3,092
DHS	Academy Coordinators (2)** (Med Pathway & Engineering)	2,898	2,947	2,995	3,043	3,092
WIS	WIS Choir	2,898	2,947	2,995	3,043	3,092
WIS	WIS Marching Band	2,898	2,947	2,995	3,043	3,092
		1	2	3	4	5
	LEVEL 5	*0.0290*	*0.0295*	*0.0300*	*0.0305*	*0.0310*
DHS	DHS Drama - 2 plays	2,802	2,850	2,898	2,947	2,995
DHS	HOSA Advisors (6)	2,802	2,850	2,898	2,947	2,995
DHS	Voc Ed Advisor	2,802	2,850	2,898	2,947	2,995
		1	2	3	4	5
	LEVEL 6	*0.0251*	*0.0256*	*0.0261*	*0.0266*	*0.0271*
WIS	WIS Leadership (7)	2,425	2,473	2,522	2,570	2,618
		1	2	3	4	5
	LEVEL 6.5	*0.0204*	*0.0209*	*0.0214*	*0.0219*	*0.0224*
DHS	MESA Advisors (2) - contingent upon MOU with Fresno State	1,971	2,019	2,068	2,116	2,164

DINUBA HIGH & WASHINGTON

$96,615

		YEAR OF ASSIGNMENT				
		1	2	3	4	5
	LEVEL 7	*0.0200*	*0.0205*	*0.0210*	*0.0215*	*0.0220*
DHS	Academy Teachers (11)	1,932	1,981	2,029	2,077	2,126
DHS	DHS Major Musical	1,932	1,981	2,029	2,077	2,126
WIS	WIS Pep Squad	1,932	1,981	2,029	2,077	2,126

	LEVEL 7.5					
DHS	PLC Participant	1,500	**no steps**			
		1	2	3	4	5
	LEVEL 8	*0.0150*	*0.0155*	*0.0160*	*0.0165*	*0.0170*
DHS	DHS Stage Band	1,449	1,498	1,546	1,594	1,642
WIS	WIS Stage Band	1,449	1,498	1,546	1,594	1,642
		1	2	3	4	5
	LEVEL 9	*0.0130*	*0.0135*	*0.0140*	*0.0145*	*0.0150*
DHS	DHS Asst Pep Squad	1,256	1,304	1,353	1,401	1,449
DHS	DHS Banner Advisor	1,256	1,304	1,353	1,401	1,449
DHS	DHS Dance Advisor	1,256	1,304	1,353	1,401	1,449
DHS	DHS Drum Corps	1,256	1,304	1,353	1,401	1,449
DHS	DHS Flag Advisor	1,256	1,304	1,353	1,401	1,449
DHS	DHS Link Crew	1,256	1,304	1,353	1,401	1,449
DHS	DHS Marching Advisor	1,256	1,304	1,353	1,401	1,449
DHS	DHS Yearbook	1,256	1,304	1,353	1,401	1,449
WIS	WIS Banner Advisor	1,256	1,304	1,353	1,401	1,449
WIS	WIS Flag Advisor	1,256	1,304	1,353	1,401	1,449
WIS	WIS ASB Coordinator (1) ***	1,256	1,304	1,353	1,401	1,449
		1	2	3	4	5
	LEVEL 10	*0.0100*	*0.0105*	*0.0110*	*0.0115*	*0.0120*
WIS	WIS Drama - 1 play	966	1014	1063	1111	1159
		1	2	3	4	5
	LEVEL 11	*0.0095*	*0.0100*	*0.0105*	*0.0110*	*0.0115*
DHS	Academic Decathlon	918	966	1,014	1,063	1,111
DHS	Class Advisor - Grade 11*	918	966	1,014	1,063	n/a
DHS	Class Advisor - Grade 12*	918	966	1,014	1,063	n/a
DHS	FHA Advisor	918	966	1,014	1,063	1,111
DHS	Mock Trial	918	966	1,014	1,063	1,111
DHS	Newspaper - 2 papers per term & Senior Editor	918	966	1,014	1,063	1,111
WIS	WIS Yearbook	918	966	1,014	1,063	1,111

DINUBA HIGH & WASHINGTON

$96,615

		YEAR OF ASSIGNMENT				
		1	2	3	4	5
	LEVEL 12	*0.0070*	*0.0075*	*0.0080*	*0.0085*	*0.0090*
6TH	SCICON (1 per 6th grade class) *5 day week*	676	725	773	821	870
	4 day week	541	580	618	657	696
		1	2	3	4	5
	LEVEL 13	*0.0064*	*0.0069*	*0.0074*	*0.0079*	*0.0084*
DHS	Senior Projects	618	667	715	763	812
	Virtual Enterprise	618	667	715	763	812
		1	2	3	4	5
	LEVEL 14	*0.0060*	*0.0065*	*0.0070*	*0.0075*	*0.0080*
DHS	Class Advisor - Grade 9*	580	628	676	725	n/a
	Class Advisor - Grade 10*	580	628	676	725	n/a

	LEVEL 15 - HOURLY	*0.00044*	n/a	n/a	n/a	n/a
O	Adult School	42.51	**no steps**			
T	Home Instruction	42.51	**no steps**			
H	Independent Study	42.51	**no steps**			
E	Summer School	42.51	**no steps**			
R	STS (14 hrs/month; 168 hrs/year)	42.51	**no steps**			

	OTHER		
OTHER	TIPS Coordinators - Flat Annual Stipend	2,200	**no steps**

Extra Pay Schedule Notes:

*** Class Advisor will gain longevity when changing grade levels with the graduating class they are advising. Once they achieve step 4 they will remain on Step 4 with any subsequent graduating class.**

**** Academy Coordinator Positions to receive stipend unless they are receiving a prep buyout to perform these services, advisor may not receive both. Prep buyouts are subject to the Principal's discretion and teaching needs of the district.**

***** The WIS ASB Coordinator position may be split into two positions, each receiving 50% of total stipend, at the discretion of the Assistant Supt of Human Resources.**

ADDENDUM C: 2018-19 EXTRA PAY SCHEDULE COACHING

DINUBA HIGH SCHOOL

$96,615

YEAR OF ASSIGNMENT

Head Varsity Coaches

		1	2	3	4	5
	LEVEL 1	*0.0475*	*0.0525*	*0.0575*	*0.0625*	*0.0675*
DHS	Football	4,589	5,072	5,555	6,038	6,522
		1	**2**	**3**	**4**	**5**
	LEVEL 2 - *Grandfathered*	*0.0450*	*0.0500*	*0.0550*	*0.0600*	*0.0650*
DHS	Baseball	4,348	4,831	5,314	5,797	6,280
		1	**2**	**3**	**4**	**5**
	LEVEL 2	*0.04*	*0.045*	*0.05*	*0.055*	*0.06*
DHS	Assistant Athletic Director	3,865	4,348	4,831	5,314	5,797
	Baseball	3,865	4,348	4,831	5,314	5,797
	Basketball - mens	3,865	4,348	4,831	5,314	5,797
	Basketball - womens	3,865	4,348	4,831	5,314	5,797
	Soccer - mens	3,865	4,348	4,831	5,314	5,797
	Soccer - womens	3,865	4,348	4,831	5,314	5,797
	Softball	3,865	4,348	4,831	5,314	5,797
	Track	3,865	4,348	4,831	5,314	5,797
	Volleyball	3,865	4,348	4,831	5,314	5,797
	Wrestling	3,865	4,348	4,831	5,314	5,797
		1	**2**	**3**	**4**	**5**
	LEVEL 3	*0.04*	*0.042*	*0.044*	*0.046*	*0.048*
DHS	Cross Country	3,865	4,058	4,251	4,444	4,638
	Golf - mens	3,865	4,058	4,251	4,444	4,638
	Golf - womens	3,865	4,058	4,251	4,444	4,638
	Swimming*	3,865	4,058	4,251	4,444	4,638
	Tennis - mens	3,865	4,058	4,251	4,444	4,638
	Tennis - womens	3,865	4,058	4,251	4,444	4,638
	Water Polo - mens	3,865	4,058	4,251	4,444	4,638
	Water Polo - womens	3,865	4,058	4,251	4,444	4,638

Head JV Coaches - contingent upon JV team being fielded.

		1	2	3	4	5
	LEVEL 4	*0.0375*	*0.0395*	*0.0415*	*0.0435*	*0.0455*
DHS	Baseball	3,623	3,816	4,010	4,203	4,396
	Basketball (2)	3,623	3,816	4,010	4,203	4,396
	Football	3,623	3,816	4,010	4,203	4,396
	Softball	3,623	3,816	4,010	4,203	4,396
	Soccer (2)	3,623	3,816	4,010	4,203	4,396
	Volleyball	3,623	3,816	4,010	4,203	4,396

Varsity Assistant Coaches

		1	2	3	4	5
	LEVEL 5	*0.035*	*0.037*	*0.039*	*0.041*	*0.043*
DHS	Baseball (2)	3,382	3,575	3,768	3,961	4,154
	Basketball - mens	3,382	3,575	3,768	3,961	4,154
	Basketball - womens	3,382	3,575	3,768	3,961	4,154
	Cross Country (2) **	3,382	3,575	3,768	3,961	4,154
	Football (5)	3,382	3,575	3,768	3,961	4,154
	Soccer - mens	3,382	3,575	3,768	3,961	4,154
	Soccer - womens	3,382	3,575	3,768	3,961	4,154
	Softball (2)	3,382	3,575	3,768	3,961	4,154
	Swimming (1 pos.-if more than 25 swimmers)	3,382	3,575	3,768	3,961	4,154
	Tennis - mens	3,382	3,575	3,768	3,961	4,154
	Tennis - womens	3,382	3,575	3,768	3,961	4,154
	Track (see below) ****	3,382	3,575	3,768	3,961	4,154
	Volleyball	3,382	3,575	3,768	3,961	4,154
	Water Polo - mens	3,382	3,575	3,768	3,961	4,154
	Water Polo - womens	3,382	3,575	3,768	3,961	4,154
	Wrestling - mens ***	3,382	3,575	3,768	3,961	4,154
	Wrestling - womens ***	3,382	3,575	3,768	3,961	4,154

JV Assistant Coaches

		1	2	3	4	5
	LEVEL 6	*0.030*	*0.032*	*0.034*	*0.036*	*0.038*
DHS	Baseball	2,898	3,092	3,285	3,478	3,671
	Basketball - mens	2,898	3,092	3,285	3,478	3,671
	Basketball - womens	2,898	3,092	3,285	3,478	3,671
	Football (2)	2,898	3,092	3,285	3,478	3,671
	Soccer - mens	2,898	3,092	3,285	3,478	3,671
	Soccer - womens	2,898	3,092	3,285	3,478	3,671
	Softball	2,898	3,092	3,285	3,478	3,671
	Volleyball	2,898	3,092	3,285	3,478	3,671

Head Freshman Coaches - contingent upon Freshman team being fielded

		1	2	3	4	5
	LEVEL 6 CONT.	*0.030*	*0.032*	*0.034*	*0.036*	*0.038*
D H S	Baseball *	2,898	3,092	3,285	3,478	3,671
	Basketball - mens	2,898	3,092	3,285	3,478	3,671
	Basketball - womens	2,898	3,092	3,285	3,478	3,671
	Football *	2,898	3,092	3,285	3,478	3,671
	Soccer - mens (2)	2,898	3,092	3,285	3,478	3,671
	Soccer - mens (2)	2,898	3,092	3,285	3,478	3,671
	Soccer - womens (2)	2,898	3,092	3,285	3,478	3,671
	Soccer - womens (2)	2,898	3,092	3,285	3,478	3,671
	Softball *	2,898	3,092	3,285	3,478	3,671
	Volleyball	2,898	3,092	3,285	3,478	3,671

Freshman Assistant Coaches

		1	2	3	4	5
	LEVEL 7	*0.0275*	*0.0295*	*0.0315*	*0.0335*	*0.0355*
D H S	Basketball - mens	2,657	2,850	3,043	3,237	3,430
	Basketball - womens	2,657	2,850	3,043	3,237	3,430
	Football (2)	2,657	2,850	3,043	3,237	3,430
	Soccer - mens	2,657	2,850	3,043	3,237	3,430
	Soccer - womens	2,657	2,850	3,043	3,237	3,430

Other Coaches

		1	2	3	4	5
	LEVEL 8	*0.020*	*0.022*	*0.024*	*0.026*	*0.028*
DHS	None	1,932	2,126	2,319	2,512	2,705
		1	2	3	4	5
	LEVEL 9	*0.015*	*0.017*	*0.019*	*0.021*	*0.023*
DHS	Diving Coach *	1,449	1,642	1,836	2,029	2,222

WASHINGTON

YEAR OF ASSIGNMENT

Athletic Director

		1	2	3	4	5
	LEVEL 5	*0.037*	*0.039*	*0.041*	*0.043*	*0.045*
WIS	WIS Athletic Director	3,575	3,768	3,961	4,154	4,348

Head Coach

		1	2	3	4	5
	LEVEL 8	*0.020*	*0.022*	*0.024*	*0.026*	*0.028*
WASHINGTON	7th Gr. Baseball	1,932	2,126	2,319	2,512	2,705
	8th Gr. Baseball	1,932	2,126	2,319	2,512	2,705
	7th Gr Basketball - mens	1,932	2,126	2,319	2,512	2,705
	7th Gr Basketball - womens	1,932	2,126	2,319	2,512	2,705
	8th Gr Basketball - mens	1,932	2,126	2,319	2,512	2,705
	8th Gr Basketball - womens	1,932	2,126	2,319	2,512	2,705
	7th Gr. Softball	1,932	2,126	2,319	2,512	2,705
	8th Gr. Softball	1,932	2,126	2,319	2,512	2,705
	7th Gr. Volleyball	1,932	2,126	2,319	2,512	2,705
	8th Gr. Volleyball	1,932	2,126	2,319	2,512	2,705
	7th Gr. Flag Football	1,932	2,126	2,319	2,512	2,705
	8th Gr. Flag Football	1,932	2,126	2,319	2,512	2,705
	Cross Country**	1,932	2,126	2,319	2,512	2,705
	Soccer - mens (2)	1,932	2,126	2,319	2,512	2,705
	Soccer - womens (2)	1,932	2,126	2,319	2,512	2,705
	Tennis - mens	1,932	2,126	2,319	2,512	2,705
	Tennis - womens	1,932	2,126	2,319	2,512	2,705
	Track	1,932	2,126	2,319	2,512	2,705
	Wrestling	1,932	2,126	2,319	2,512	2,705

Assistant Coach

		1	2	3	4	5
	LEVEL 9	*0.015*	*0.017*	*0.019*	*0.021*	*0.023*
WIS	Baseball *	1,449	1,642	1,836	2,029	2,222
	Flag Football	1,449	1,642	1,836	2,029	2,222
	Softball *	1,449	1,642	1,836	2,029	2,222
	Track ****	1,449	1,642	1,836	2,029	2,222
	Wrestling ***	1,449	1,642	1,836	2,029	2,222

Coaching Notes:

***These positions would be authorized based on sufficient participation in the sport as determined by the AD and site Principal, with the concurrence of the Superintendent and approval of the Board.**

****Cross Country add one assistant at 75 participants, add one more at 100 participants verified by AD roster.**

*****Wrestling - one additional assistant if over 50 participants verified by AD roster.**

******Track - one assistant for every 20 students; capped at 5; verified by AD roster.**

"As of the Tentative Agreement dated January 26, 2015, Longevity only applies if a coach does not change sports. If a coach moves from one sport to another, even a newly developed program, years of service toward longevity will begin again".

"Longevity will be considered for coaches moving from one level of competition to another (i.e. JV Football Coach moving to a Varsity Level, or Freshman Coach moving to JV Level, etc.). In such cases the coach will be placed on the lowest step of longevity that ensures an increase of compensation".

ADDENDUM D: PERSONAL PROPERTY FORM

DINUBA UNIFIED SCHOOL DISTRICT

PERSONAL PROPERTY FORM

_____ _____

Name of Employee School Year

_____ _____

School/Assignment Room Number

Item	Description	Serial Numbers	Value

I do hereby affirm that the above property will be used in the classroom as an aid to my teaching. These materials will be removed at the end of the school year.

_____ _____

Employee's Signature Date

Approved: _____ _____

Supervisor's Signature Date

ADDENDUM E: EXTENDED DAY PROGRAM PROPOSAL

DINUBA UNIFIED SCHOOL DISTRICT

EXTENDED DAY PROGRAM PROPOSAL

Elementary Program Advisor ☐ Twilight Class ☐ SBCP/Title I ☐ Migrant ☐

Print or Type Only

NAME OF APPLICANT_____

SCHOOL_____

DATE OF APPLICATION_____

Instructions: Please respond to each question in the space provided. You may wish to attach an addendum if necessary

1. Purpose: Please explain your proposal, in detail._____

_____

_____

_____

_____

_____

2. Where will this proposal take place?_____

_____

3. Which students will benefit?_____

_____

4. Number of students to benefit._____

5. How is this proposal going to improve student performance?_____

_____

_____

6. How will you judge student performance?_____

_____

_____

7. Time frame (ex. 30 min. M-W-F first semester, include proposed dates of instruction)

_____

8. Number of hours to be used._____

9. Other expenses._____

_____

10. Comments_____

_____

11. Proposed Stipend:$_____

APPLICANT'S SIGNATURE_____

(Submit to Principal for consideration.)

RECOMMENDATION:_____

_____

_____

APPLICANT'S SIGNATURE

of Agreement_____ Date_____

PRINCIPAL'S SIGNATURE_____ Date_____

Needed for Elementary Program Advisor *ONLY*

DINUBA UNIFIED SCHOOL DISTRICT BOARD APPROVAL Date_____

SECRETARY OF BOARD SIGNATURE_____

SUPERINTENDENT'S SIGNATURE_____ Date_____

ADDENDUM F: HEALTH & WELFARE BENEFIT

HEALTH AND WELFARE BENEFIT OPTIONS 2017-2018 and 2018-2019

1. District contribution beginning October 1, 2017, is $1,200.00 per month or $14,400.00 per benefit year.
2. District contribution beginning October 1, 2018, is $1,225.00 per month or $14,700.00 per benefit year.

ADDENDUM G: CALENDAR 2017-2018

DINUBA UNIFIED SCHOOL DISTRICT
CALENDAR SCHOOL YEAR 2017-2018

July 2017 (0)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	H	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 2017 (16)

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

September 2017 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	H	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 2017 (22)

Sun	Mon	Tue	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 2017 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			Ω	2	T	4
5	6	7	8	9	H	11
12	<	<	<	<	<	18
19	20	21	22	H	H	25
26	27	28	29	30		

December 2017 (14)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	M	21	22	23
24	H	H	27	28	29	30
31						

January 2018 (17)

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

February 2018 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	H	20	21	22	T	24
25	26	27	28			

March 2018 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	<	<	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	H	31

April 2018 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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					

May 2018 (22)

Sun	Mon	Tue	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	H	29	M	M		

June 2018 (0)

Sun	Mon	Tue	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

District Holidays (15)
July 4— Independence Day
Sept 4 —Labor Day
Nov 10–Veterans' Day (obsv)
Nov 23 & 24— Thanksgiving
Dec 25/26 — Christmas
Jan 1 & Jan 2— New Year's
Jan 15— Martin Luther King, Jr.
Feb 12 —Lincoln's Birthday Obs.
Feb 19 — Washington Day / Pres. Day
March 30 — Easter Friday
April 2—Easter Monday
May 28 —Memorial Day

Special Days
Aug 4—New Teacher Orientation
Aug 7-9 —Teacher In Service
Aug 10 —First Day of Instruction
Nov 1 —Teacher PD Day / No School

Nov 3 —K-6 End Trimester
Nov. 13-17 K-6 Parent Conf. Min. Days
Nov 20—24 Thanksgiving / No School
Dec 20—End of Semester (7—12)
Dec 21— Jan 5—Winter Break
Jan 8—School in Session
Feb. 23—K—6 End Trimester
Mar. 6-7 Conf./min days (K-6)
March 26—April 2 Spring Break
April 2—Classified Holiday
May 25—WIS Promotion
May 29 SV/RR/Adult Grad
May 30—DHS Graduation
May 31—Last Day of School

Elementary Grading Period Days
August 10 – Nov. 3 = 60 days
Nov 6 —Feb. 23= 59 days
Feb 26 —May 31 = 62 days

7-12 Grading Period
August 10—Dec. 20 = 87 days
Jan. 8 —May 31 = 94 days

181 Student Instruction Days

Legend	
H	District Holiday/ No School
Ω	Teacher Orientation or Professional Dev. / No school
	Bold Red—No School
<	Parent Conference K-6 / early release
M	K—12 Minimum Day
T	Trimester End (K - 6)

Board Approved—March 9, 2017

WIS dismisses every Monday at 2:00 p.m. for Professional Development
DHS dismisses every Tuesday at 1:29 p.m. for Professional Development

K-6 Early Release for Parent Conferences 1:15 p.m. / Min. Days at 1:15 p.m.
Grades 7-12 Min Day Release Time is 12:20 p.m.
All Kinder to attend in the AM session on November 14 and March 6

ADDENDUM G-1: CALENDAR 2018-2019

DINUBA UNIFIED SCHOOL DISTRICT
CALENDAR SCHOOL YEAR 2018-2019

July 2018 (0)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	H	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 2018 (15)

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

September 2018 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	H	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 2018 (23)

Sun	Mon	Tue	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 2018 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				Ω	T	3
4	5	6	7	8	<	10
11	H	<	<	<	<	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

December 2018 (14)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	M	21	22
23	H	H	26	27	28	29
30	H					

January 2019 (18)

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

February 2019 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	H	12	13	14	15	16
17	H	19	20	21	22	23
24	T	26	27	28		

March 2019 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	<	<	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						

April 2019 (16)

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

May 2019 (22)

Sun	Mon	Tue	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	H	28	29	M	M	

June 2019 (0)

Sun	Mon	Tue	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						

District Holidays (15)
July 4 Independence Day
Sept 3 Labor Day
Nov 12 Veterans' Day (obsv)
Nov 22 & 23 Thanksgiving
Dec 24/25 Christmas
Dec. 31 & Jan 1 New Year's
Jan 21 Martin Luther King, Jr.
Feb 11 Lincoln's Birthday Obs.
Feb 18 Washington Day / Pres. Day
April 19 Easter Friday
April 22 Easter Monday
May 27 Memorial Day

Special Days
Aug 7 New Teacher Orientation
Aug 8,9,10 Teacher In Service
Aug 13 First Day of Instruction
Nov 1 Teacher PD Day / No School

Nov 2 K-6 End Trimester
Nov. 9–16 K-6 Parent Conf. Min. Days
Nov 19–23 Thanksgiving / No School
Dec 20 End of Semester (7–12)
Dec 21 –Jan 4 Winter Break
Jan 7 School in Session
Feb. 25 K–6 End Trimester
Mar. 5, 6 Conf./min days (K-6)
April 15–22 Spring Break

May 28 WIS Promotion
May 29 SV/RR/Adult Grad
May 30 DHS Graduation
May 31 Last Day of School

Elementary Grading Period Days
August 13- Nov. 2 = 58 days
Nov 5 –Feb. 25 = 61 days
Feb 26 – May 31 = 62 days

7-12 Grading Period
Aug 13–Dec 20 = 86 days
Jan. 7 – May 31 =95 days

181 Student Instruction Days

Legend	
H	District Holiday/ No School
Ω	Teacher Orientation or Professional Dev. / No school
	Bold Red—No School
<	Parent Conference 1-6 / early release
M	K—12 Minimum Day
T	Trimester End (K - 6)

Board Approved: March 22, 2018
WIS dismisses every Monday at 2:00 p.m. for Professional Development DHS dismisses every Tuesday at 2:20 p.m. for Professional Development
Grades 1-6 Early Release for Parent Conferences 1:15 p.m. / Min. Days at 1:15 p.m.
Grades 7-12 Min Day Release Time is 12:20 p.m.
Aug. 8 Opening session for staff, Aug. 9 Site/Principal led PD, Aug 10 Teacher classroom prep day, Nov. 1 District led PD

ADDENDUM H: EVALUATION ELEMENTS

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(See DTA Contract – Article 7: Certificated Employee Evaluations)

ADDENDUM H-1: GOALS SHEET

Annual Goals for Instructional Improvement/Enhancement
Dinuba Unified School District

_____
School Year

Instructional observation/supervision is a collaborative process in which teacher and supervisor work together to improve the delivery of instruction for the purpose of improving student performance.

After careful consideration of your personal teaching attributes, as well as the overall instructional goals of the school, please identify three goals that you will set for yourself to improve/enhance your instructional delivery for the upcoming school year.

Knowing your goals and areas of emphasis will help us establish a more clear focus in our observations and provide meaningful feedback based on the personal objectives you have identified.

Professional Goals:

1. _____
2. _____
3. _____

_____ _____
Teacher's Signature Date

_____ _____
Administrator's Signature Date

ADDENDUM H-2: BOARD REQUIRED ELEMENTS FOR EVALUATION



BOARD REQUIRED ELEMENTS FOR EVALUATION
Dinuba Unified School District
Original – Personnel File
Copy – Evaluation/Evaluatee

Name: _____
Position: _____
School: _____

1. ENGAGES & SUPPORTS ALL STUDENTS IN LEARNING: (CSTP 1 & 4)
    1. Using knowledge of students to engage them in learning
    2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
    3. Connecting subject matter to meaningful, real-life contexts
    4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
    5. Promoting critical thinking through inquiry, problem solving, and reflection
    6. Monitoring student learning and adjusting instruction while teaching

2. CREATES & MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING: (CSTP-2)
    1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
    2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
    3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
    4. Creating a rigorous learning environment with high expectations and appropriate support for all students
    5. Developing, communicating, and maintaining high standards for individual and group behavior
    6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
    7. Using instructional time to optimize learning

3. UNDERSTANDING & ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING: (CSTP-3 & 4)
    1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
    2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
    3. Organizing curriculum to facilitate student understanding of the subject matter
    4. Utilizing instructional strategies that are appropriate to the subject matter
    5. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
    6. Addressing the needs of English learners and students with special needs to provide equitable access to the content

Revised
12-2017 @ 2:30

4. PLANS INSTRUCTION & DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS: (CSTP-3)
    1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
    2. Establishing and articulating goals for student learning
    3. Developing and sequencing long-term and short-term instructional plans to support student learning
    4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
    5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

5. ASSESS STUDENTS FOR LEARNING: (CSTP-1 & 4)
    1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments
    2. Collecting and analyzing assessment data from a variety of sources to inform instruction
    3. Reviewing data, both individually and with colleagues, to monitor student learning
    4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
    5. Involving all students in self-assessment, goal setting, and monitoring progress
    6. Using available technologies to assist in assessment, analysis, and communication of student learning
    7. Using assessment information to share timely and comprehensible feedback with students and their families

6. DEVELOPING AS A PROFESSIONAL EDUCATOR: (CSTP-6)
    1. Reflecting on teaching practice in support of student learning
    2. Establishes professional goals and engages in continuous and purposeful professional growth and development
    3. Collaborating with colleagues and the broader professional community to support teacher and student learning
    4. Works with families to support student learning
    5. Engaging local communities in support of the instructional program
    6. Managing professional responsibilities to maintain motivation and commitment to all students
    7. Demonstrating professional responsibility, integrity, and ethical conduct

7. VERIFICATION BY EVALUATEE:
    I have reviewed the above elements for this year's evaluation(s). I understand that I may add notations to this form indicating those elements of the evaluation which I do not agree.

    SIGNATURE OF EVALUATEE _____ DATE _____

    SIGNATURE OF EVALUATOR _____ DATE _____

Revised
12-2017 @ 2:30

ADDENDUM H-3: CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) 2009

California Standards for the Teaching Profession (CSTP)

1: *ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING*	**2:** *CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING*
1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflection diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning
3: *UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING*	**4:** *PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS*
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development o plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
5: *ASSESSING STUDENTS FOR LEARNING*	**6:** *DEVELOPING AS A PROFESSIONAL EDUCATOR*
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

ADDENDUM H-4: FIVE-YEAR EVALUATION CYCLE CONSENT FORM

DINUBA UNIFIED SCHOOL DISTRICT
PERMANENT CERTIFICATED EMPLOYEE EVALUATION
Five-Year Evaluation Cycle Consent Form

Being a permanent certificated employee with the Dinuba Unified School District for ten (10) years or more and whose previous performance was rated as meeting or exceeding standards, I _____ do consent to an evaluation on the 5th year of the cycle..

Year 1: _____ _____
Employee's Signature Date

Year 2: _____ _____
Employee's Signature Date

Year 3: _____ _____
Employee's Signature Date

Year 4: _____ _____
Employee's Signature Date

As the permanent certificated employee's evaluator, I do give my consent to an evaluation cycle on the 5th year of the evaluation cycle.

Year 1: _____ _____
Evaluator's Signature Date

Year 2: _____ _____
Evaluator's Signature Date

Year 3: _____ _____
Evaluator's Signature Date

Year 4: _____ _____
Evaluator's Signature Date

The evaluation will occur on _____ on the 5th year of the evaluation cycle.
(school year)

This agreement is being rescinded for the following reason/s:

_____

_____

_____

Date of recension: _____

_____ _____
Evaluator's Signature Employee's Signature

This form **must be completed annually** and if the evaluator withdraws consent, notice and identifiable cause shall be provided to the certificated employee in a timely manner.

One (1) copy to Teacher **One (1) copy to Administrator** **One (1) copy to District Office HR**

ADDENDUM H-5: CERTIFICATED OBSERVATION REPORT FORM

DINUBA UNIFIED SCHOOL DISTRICT
CERTIFICATED OBSERVATION REPORT FORM

TEACHER:		
SUBJECT/GRADE:	**DATE:**	**TIME:**
SCHOOL:		
OBSERVER:		
□ **Temporary**	□ **Probationary:** □ **Year 0** □ **Year 1** □ **Year 2**	□ **Permanent**
□ **FORMAL**	□ **INFORMAL**	

Checklist Key: M = Meets/Exceeds Standards, N/I = Needs Improvement, U=Unsatisfactory, N/O = Not Observed

1.0 ENGAGES & SUPPORTS ALL STUDENTS IN LEARNING CSTP 1&4	**M/E**	**N/I**	**U**	**N/O**
1.1 Using knowledge of students to engage them in learning.				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.				
1.3 Connecting subject matter to meaningful, real-life contexts.				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection.				
1.6 Monitoring student learning and adjusting instruction while teaching.				

Evidence/Comments:

2.0 CREATES & MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING CSTP 2	**M/E**	**N/I**	**U**	**N/O**
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.				
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.				
2.7 Using instructional time to optimize learning.				

Evidence/Comments:

3.0 UNDERSTANDS & ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING CSTP 3&4	M/E	N/I	U	N/O
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.				
3.3 Organizing curriculum to facilitate student understanding of the subject matter.				
3.4 Utilizing instructional strategies that are appropriate to the subject matter.				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.				
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.				

Evidence/Comments:

4.0 PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS.* CSTP 3	M/E	N/I	U	N/O
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.				
4.2 Establishing and articulating goals for student learning.				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.				
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.				

Evidence/Comments:

5.0 ASSESS STUDENTS FOR LEARNING* CSTP 1&4	M/E	N/I	U	N/O
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress.				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.				

Evidence/Comments:

6.0 DEVELOPING AS A PROFESSIONAL EDUCATOR CSTP 6	M/E	N/I	U	N/O
6.1 Reflecting on teaching practice in support of student learning.				
6.2 Establishes professional goals and engages in continuous and purposeful professional growth and development.				
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.				
6.4 Works with families to support student learning.				
6.5 Engaging local communities in support of the instructional program.				
6.6 Managing professional responsibilities to maintain motivation and commitment to all students.				
6.7 Demonstrating professional responsibility, integrity, and ethical conduct.				

SUMMARY:	
GROWTH GOAL:	
ADMINISTRATOR PROVIDED SUPPORT INCLUDES:	
EVALUATOR'S SIGNATURE:	**DATE:**
TEACHER'S SIGNATURE:	**DATE:**
Notice: Teacher has a right to respond.	

ADDENDUM H-6: CERTIFICATED EVALUATION SUMMARY

DINUBA UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION SUMMARY

NAME		
SCHOOL:	**DATE:**	**TIME:**
OBSERVER:		
□ **Temporary**	□ **Probationary:** □ **Year 0** □ **Year 1** □ **Year 2**	□ **Permanent**

1. ENGAGES & SUPPORTS ALL STUDENTS IN LEARNING		**Meets and/or Exceeds District Standards**
		Needs Improvement
		Unsatisfactory

1.1 Using knowledge of students to engage them in learning.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
1.3 Connecting subject matter to meaningful, real-life contexts.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection.
1.6 Monitoring student learning and adjusting instruction while teaching.

COMMENTS:

2. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		**Meets and/or Exceeds District Standards**
		Needs Improvement
		Unsatisfactory

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
2.7 Using instructional time to optimize learning.

COMMENTS:

3. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING		Meets and/or Exceeds District Standards
		Needs Improvement
		Unsatisfactory

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
3.3 Organizing curriculum to facilitate student understanding of the subject matter.
3.4 Utilizing instructional strategies that are appropriate to the subject matter.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.

COMMENTS:

4. PLANS INSTRUCTIONS AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS		Meets and/or Exceeds District Standards
		Needs Improvement
		Unsatisfactory

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
4.2 Establishing and articulating goals for student learning.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

COMMENTS:

5. ASSESS STUDENTS FOR LEARNING		Meets and/or Exceeds District Standards
		Needs Improvement
		Unsatisfactory

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

COMMENTS:

6. DEVELOPING AS A PROFESSIONAL EDUCATOR		Meets and/or Exceeds District Standards
		Needs Improvement
		Unsatisfactory

6.1 Reflecting on teaching practice in support of student learning.
6.2 Establishes professional goals and engages in continuous and purposeful professional growth and development.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
6.4 Works with families to support student learning.
6.5 Engaging local communities in support of the instructional program.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

COMMENTS:

DINUBA UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION SUMMARY

PLEASE CHECK ONE OF THE FOLLOWING:

	MEETS AND/OR EXCEEDS DISTRICT STANDARDS
	NEEDS IMPROVEMENT- If two (2) or more "Needs to Improvement" boxes are checked, an evaluatee will be asked to complete the Strategy for Assistance Form with their evaluator
	UNSATISFACTORY- If one (1) or more "Unsatisfactory" boxes are checked, excluding Standards 5 & 6, on the evaluation summary of a permanent employee, there will be a mandatory referral to the Peer Assistance and Review (PAR) Program.

Walk-through Date(s): _____

Observation Date(s): _____

Conference Date(s): _____

ADDITIONAL COMMENTS:

Evaluator's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Notice: Teacher has a right to respond.

Revised November 14, 2017 @ 1:00 p.m.

ADDENDUM H-7: STRATEGY FOR ASSISTANCE

DINUBA UNIFIED SCHOOL DISTRICT
STRATEGY FOR ASSISTANCE

Temporary:		Probationary Year:	0	1	2	Permanent:	

NAME:		
DATE:	GRADE:	SUBJECT:
SCHOOL:		
EVALUATOR:		

A. AREA(S) OF NEEDED IMPROVEMENT

B. SUGGESTION(S)/ PROCEDURE(S) FOR HELPING EMPLOYEE IMPOVE PERFORMANCE

C. EMPLOYEE RESPONSE TO SUGGESTION(S)

D. FOLLOW-UP CONFERENCE(S) **DATE:** _____

EVALUATOR'S SIGNATURE: **DATE:**

TEACHER'S SIGNATURE: **DATE:**

DINUBA UNIFIED SCHOOL DISTRICT
STRATEGY FOR ASSISTANCE

E. RESULTS OF SUGGESTED ASSISTANCE:

EVALUATOR'S SIGNATURE: **DATE:**

TEACHER'S SIGNATURE: **DATE:**

ADDENDUM H-8: EMPLOYEE RESPONSE TO EVALUATION REPORT

DINUBA UNIFIED SCHOOL DISTRICT
EMPLOYEE RESPONSE TO EVALUATION REPORT

Temporary:		Probationary Year:	0	1	2	Permanent:	

NAME:		
DATE:	GRADE:	SUBJECT:
SCHOOL:		

This form may be completed by the employee in response to the evaluation report. When completed, this Form will be attached to the evaluation report.

PRINCIPAL'S SIGNATURE: **DATE:**

EMPLOYEE'S SIGNATURE: **DATE:**

ADDENDUM H-9: MEMO RE: EVALUATION YEAR

Memo

Date:

To:

From:

Re: Certificated Evaluations:

1. Board Policy Administrative Regulations, 4115
2. Article 7 (Certificated Employee Evaluations), Article 19 (Peer Assistance and Review), Article 20 (Job Share) in the Collective Bargaining Agreement.

Evaluation Year

- ☐ Yes
- ☐ No

Temporary/Probationary Teachers will receive:

- One (1) unannounced informal ***observation*** in the fall
- One (1) formal ***observation*** in the fall, arranged by mutual agreement at least 48 hours in advance
- One (1) formal evaluation process completed by December 1, 20___

AND

- One (1) unannounced informal **observation** in the spring
- One (1) formal ***observation*** in the spring, arranged by mutual agreement at least 48 hours in advance
- One (1) formal evaluation process completed by March 1, 20___

Tenured Teachers will receive:

- One (1) unannounced informal ***observation***
- One (1) formal ***observation***, arranged by mutual agreement at least 48 hours in advance
- One (1) formal evaluation process completed by April 1, 20___

Evaluators will be looking for evidence of good lesson planning, classroom management, and best teaching practice. These are outlined in the California Standards for the Teaching Profession (CSTP).

Informal Observations:
Unannounced visits for the purpose of observation. The length will be of sufficient time to observe to enable the evaluator to form a valid opinion of the teacher's work. This brief observation will be followed by a post conference to discuss what was observed and to reflect on best teaching practices.

Formal Observations:
Pre arranged by mutual agreement at least 48 hours in advance. These will include a pre-conference meeting to discuss the lesson to be taught and should include the following:

Pre Conference:
- Formal lesson plans submitted should cite the Essential Standards being addressed in the lesson
- Lesson plans should be typed
- The teacher should include how the lesson will be assessed for student understanding of the learning target

Post Conference:
- Discuss what was observed
- Dialogue will focus on addressing curriculum objectives based on CSTP

Evaluation:
The evaluator shall base a formal evaluation of a certificated employee on information that is collected through direct observation of such employee during the informal and formal observations or other documented information.

Teachers who receive unsatisfactory evaluations during the evaluation process will be placed on a Strategy for Assistance Plan or a referral to PAR, and will be evaluated the following year.

Your Evaluator is: _____

Please sign the form below to set up a time for your formal evaluation. You can tear off the form below and return to your evaluator.

_____ _____
Teacher's Name Grade/ Dept.

_____ _____
Date of Formal Lesson Time

Revised November 6, 2017 @ 1:30 p.m.