2026-2028

AGREEMENT

Between

GOVERNING BOARD OF THE
DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT

AND

DRY CREEK TEACHERS ASSOCIATION

Jean Pagnone
Board President

Mike Barrieau
DCTA President

Dated: October 8, 2026

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ARTICLE 1 - PREAMBLE

A. This Agreement is between the Governing Board of the Dry Creek School District ("District") and the Dry Creek Teachers' Association ("Association").

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

C. The terms and conditions of employment shall be limited to matters relating to wages, hours of employment, health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8.

ARTICLE 2 - RECOGNITION

A. The District recognizes the Dry Creek Teachers' Association as the exclusive representative of all certificated employees of the District--excluding management, confidential and supervisory employees, summer school teachers and substitute teachers.

B. Teacher shall be defined as any certificated employee in the bargaining unit.

ARTICLE 3 - DUES DEDUCTIONS/AGENCY FEE

A.

1. The Dry Creek Teachers Association (DCTA) shall notify the District of new DCTA memberships authorizing deductions of membership dues.
2. Pursuant to such authorization the District Fiscal Services Department shall deduct one-tenth (1/10) of such annual dues from the regular salary check of the teacher each month for ten (10) months.
3. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
4. Should a unit member wish to withdraw their membership in DCTA, the unit member must consult with appropriate DCTA representatives. The District shall only cease to deduct membership dues when authorized by DCTA representatives.
5. With respect to all sums deducted by the District for membership dues, the District agrees to remit such moneys within 15 days after the end of month payroll for September through June.
6. DCTA shall indemnify and hold the District harmless against reasonable legal fees, legal costs and settlement or judgment liability arising from any court order or administrative action relating to the District's compliance with this contract article and Government Code Section 3546.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association and its members shall have the right to make use of District facilities at reasonable hours for the purposes of meetings.

B. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each teacher lounge.

C. The Association may use the District mail service and teacher mailboxes for communications to teachers. They may also duplicate a monthly agenda.

D.

1. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, so long as said activities do not take place during classroom teaching hours.
2. Group meetings shall be arranged at least seventy-two (72) hours in advance by the Association Representative and Principal/Designee.
3. Visits by Association Representatives from outside the District to meet with a teacher(s) shall be arranged in advance by the Association Representative and Principal/Designee.

E. A reasonable number of Association representatives will receive reasonable periods of release time for meeting and negotiating and for the processing of grievances.

1. The Association President/designee shall be allowed no more than twelve (12) release days during the school year for the purpose of conducting Association business. The Association shall pay the cost of the substitute employee for the release day.

2. The Association shall pay the daily rate plus associated costs of the teacher for any release days beyond twelve (12).

3. The Association shall be allowed no more than five (5) release days for the Association Members to conduct Association business. The Association shall pay the cost of the substitute employee for the release day.

4. Any requests for release days shall be provided in writing to the Assistant Superintendent/Human Resources for approval.

F. Matters of common concern may be subject to negotiations during the period of this Agreement upon written request and mutual agreement of both parties.

G. Association Representatives from outside the District shall identify themselves to the Principal/Designee and register in a school site office upon entering any school site building.

H. 1. The District understands the need for data and the Association's right to request public information necessary for negotiations.

2. Any request shall be provided in writing and submitted to the Assistant Superintendent/Human Resources.

3. The request shall provide for a reasonable time to gather the information. The District will then provide the information in a timely manner.

I. Employee Orientation

1. The District shall provide written notice of the date, time, and location of all new employee orientation/onboarding meetings, not less than 10 days in advance. In the event the District is unable to comply with stated advance notice, the District shall provide the Association with as much notice as possible.

2. The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with new employees at the conclusion of the orientation/onboarding meeting agenda.

J. The District shall supply the Association with a list at the start of each school year, or upon request, the following information in digital format for all bargaining unit members and will be accurate as of the date sent and may be subject to change:

a. Name

b. Home Address

c. Phone numbers (home and cell on file)

d. Work location

e. Employment status

K. Records Requests

1. DCTA acknowledges the District's legal obligation to respond in a timely manner to lawful record requests under the California Public Records Act (CPRA). The District will not disclose any employee information that is not lawfully subject to disclosure under CPRA. The District will notify individual employees of CPRA requests that seek their disciplinary or other personnel record information and allow employees 7 calendar days to show they have unique safety and/or privacy concern that justify non-disclosure or redaction of their information.

ARTICLE 5 - WORK DAY

A. 1. The teachers work day, including Kindergarten teachers, which shall include the duty free lunch period as set forth in Section B below, will normally be seven (7) hours per day, exclusive of other professional responsibilities (See Section E below).

2. The traditional track work day/work year will be prorated to the YRE work day/work year.

3. The classroom teacher shall report twenty-five (25) minutes before his/her class/period and remain thirty (30) minutes after the end of his/her last class/period.

4. The Principal may require additional individual teacher or staff meetings either before or after these hours.

5. The Site Administrator/Supervising Administrator and the non-classroom teacher, i.e. nurse, psychologist, counselor, speech therapist, etc., shall determine the non-classroom teacher's reporting time and work day schedule.

6. In the event that unique circumstances require class-scheduling modifications, affected teachers shall not be required to work longer than other regularly employed full-time teachers.

B. Every teacher shall be entitled to a duty-free lunch period of not less than thirty (30) minutes daily.

C. Elementary school teachers (K-5) shall be entitled to at least one (1) relief period of not less than fifteen (15) minutes daily or two (2) relief periods of at least ten (10) minutes daily. One (1) of the two (2) relief periods may be utilized for Yard Duty in the event of a teacher/instructional assistant shortage or cutback. This duty will then be rotated among the teachers.

D. Planning Time

1. Middle School. The District will provide teachers, during the student day, the equivalent of one (1) regular class period in all 6th through 8th grades for instructional planning.

2. Transitional Kindergarten Through Fifth Grade.

The District will provide Transitional Kindergarten and Kindergarten general education classroom teachers with one hundred-sixty (160) minutes every ten (10) school days for instructional planning during normal five (5) day work weeks.

The District will provide 1st, 2nd, and 3rd grade general education classroom teachers with two hundred (200) minutes every ten (10) school days for instructional planning during normal five (5) day work weeks.

The District will provide 4th and 5th grade general education classroom teachers with one hundred-twenty (120) minutes per week for instructional planning during a normal five (5) day work week.

a. The following weeks shall be excluded from the planning time schedule:

Thanksgiving week
Parent conference week

b. Planning Time will be equitable on a semester basis.

c. There will not be make-up of Planning Time lost when the teacher is absent from class for any reason. This does not include time lost because of the absence of the support teacher providing planning time.

d. If LCFF Sources per ADA decreases below 2015-2016 levels, planning time may be reduced and/or eliminated for TK, K, 1st, 2nd, and 3rd grades.

e. In the event of any reduction or elimination of planning time for either TK, K, 1st, 2nd, or 3rd grades, an additional Professional Activities Leave Day will be added to Article 17 (I.1) increasing the number of days allotted from two (2) to three (3).

3. Elementary SDC. Elementary SDC Teachers who are unable to be provided with instructional planning time commensurate with paragraph 2 (Transitional Kindergarten Through Fifth Grade) above shall receive an annual stipend of $3,000.00.

E. Teachers shall fulfill the following professional responsibilities:

1. Parent teacher conferences

2. Conferences with administrators and other teachers

3. Teacher inservice, staff development

4. Open House/Back-to-School Night

5. IEP, SST, 504, and Learning Center meetings

6. Supervising students (yard duty, bus duty)

7. Site meetings (Faculty, Grade Level, Track, Department)

   - Site administration shall provide nine (9) weeks per year free of site meetings (Faculty, Grade Level, Department)

8. Extra Curricular activities supervision/participation shall be assigned on a fair and equitable basis. These shall include:

   - PTA/Parent Club meetings
   - Middle School after school sports
   - School dances (grades 6-8 teachers shall be required to attend no more than one (1) dance per school year)
   - Site Council, PQR, and CCR meetings will continue to be staffed by teachers on a voluntary basis as per current practice.

ARTICLE 6 - WORK YEAR

A. Single Academic Calendar

1. The school year will consist of one hundred eighty-six (186) work days which includes:

   180 Instructional
   3 Inservice (SB 1198)
   3 Pre/post

2. The school year for the positions of Psychologist and School Nurse shall consist of one hundred ninety-two (192) work days.

This increase shall commence on July 1, 2014.

B. YRE

1. The school year will consist of one-hundred eighty four (184) work days which includes:

   176 Instructional
   3 Inservice (SB 1198)
   5 One half (1/2) days – pre/post and classroom setup

2. The Calendar will be based on the sixty-twenty (60-20) plan.

3. Student minimum days will be scheduled for each track on the last Instructional Day prior to going off track.

C. Specialist Schedule

1. The site Principal and specialists shall determine the specialists work schedule after considering all of the following:
   - student needs
   - staff needs
   - required mandates
   - comparable/neighboring districts

2. The District Administration shall have final approval.

D. 1. The work day/work year for teachers shall include no less than the number of instructional minutes necessary to comply with Education Code 46201.

2. For information purposes only, the minimum number of required instructional minutes under Education Code 46201 are as follows:

   K 36,000
   1-3 50,400
   4-8 54,000

E. If funds provided by the State are reduced or deleted for any reason, additional work and additional pay shall be reduced or deleted accordingly.

ARTICLE 7 - EXTRA WORK DAYS

A. 1. If the District requests the services of a teacher for day(s) other than their scheduled work year, and the teacher agrees, he/she will receive compensating day(s) off of his/her choice or shall be paid at Step 1 Column C of the 2022-2023 certificated Salary Schedule commencing October 1, 2022. (This amount shall be $296.03 per day, or $148.02 per half day. This amount shall not increase as the Salary Schedule increases, but remain the same until this Article is renegotiated at a future date.)

2. The teacher and administrator shall agree on pay or compensating day(s) off at the time the teacher agrees to the service.

B. The following conditions shall be in effect for the use of compensating day(s) off:

1. Five (5) working days advance written notification.

2. Limited to a total of five (5) days per year, unless mutually agreed upon by the Superintendent/Designee and teacher, to modify the maximum number of days per year.

3. Compensating days shall not be taken on the following days:

- Staff Development Days.
- First and last student contact day of the year.

4. Non-accumulating from year to year.

5. Not transferable.

ARTICLE 8 – APPROPRIATE INCLUSION

A. For the purposes of implementing appropriate inclusion, the District shall provide teachers adequate materials and resources in a timely fashion.

B. 1. Teachers shall be provided fully paid release time to attend appropriate inclusion training.

2. An equal number of Association and District representatives shall meet to review and make changes, where necessary, to the appropriate inclusion teacher training.

ARTICLE 9 - SUMMER SCHOOL/INTERSESSION

A. Summer School/Intersession shall be defined as a program qualifying for Summer School funding, including but not limited to after-hours programs, Saturday programs or classes offered during off-track periods.

B. If the District elects to operate a Summer School/Intersession Program, teachers may apply for vacancies.

C. The District shall consider and determine the following criteria in filling vacancies:

1. Teacher competency
2. Credential requirements
3. Experience and recent training
4. Quality of service
5. Unique program needs
6. Major/minor field of study
7. Special and necessary position qualifications
8. Years of District service

D. Teachers who apply for vacancies but are not selected will have priority consideration for vacancies in subsequent programs based on the above criteria.

ARTICLE 10 - OFF-TRACK TEACHER SUBSTITUTES

A. Any teacher who is “off-track” shall have priority consideration to substitute.

B. Teachers who want to substitute teach shall notify the computerized substitute calling system of their availability.

C. Teachers who substitute shall be paid 150% of the District's current substitute rate. (E.g. If the substitute rate is $80 then the "off-track" teacher substitute rate is $120.)

ARTICLE 11 - JOB SHARING

A. 1. Permanent classroom teachers shall be eligible to apply for a job sharing position.

2. The number of teachers who may participate in job sharing at one (1) site each school year shall be determined by the Principal of that site.

3. Job sharing shall be for a period of up to one (1) school year.

B. Teachers who apply for a job sharing position shall first discuss the terms and assignment with their Principal.

C. 1. If a satisfactory written arrangement is agreed upon by the teachers and site Principals, it shall be provided to the Assistant Superintendent/Human Resources prior to March 1 of the school year preceding the job sharing.

2. Decisions regarding job sharing shall be made by the Assistant Superintendent/Human Resources no later than March 15.

D. 1. Job sharing teachers shall have a set schedule, including a consistent and regular time to confer and consult with each other, which shall be coordinated with the Principal.

2. All job sharing teachers are responsible for lesson plans, instructional materials, information from meetings related to their teaching assignments, and all in services required of full-time teachers.

E. 1. Salary shall be proportionate to the time served.

2. If the teacher elects to receive medical and/or dental benefits, the District contribution shall be proportionate to the time served. The teacher shall contribute the difference necessary.

3. The total salary and benefits paid to a job sharing team shall not exceed the total salary and benefits that would be paid to one (1) teacher in a regular full-time teaching position.

F. 1. Current job sharing teachers shall notify the District in writing of their employment intentions for the succeeding year by February 1.

2. Such teachers shall be entitled to return to the same or a similar position held prior to commencing job sharing.

3. Teachers who fail to notify the District in a timely manner may be assigned to the first available vacancy for which he/she is qualified.

G. 1. A teacher participating in job sharing for one (1) year or less shall be entitled to return to the same or similar position held prior to job sharing.

2. A teacher participating in job sharing for more than one (1) year and electing to return to a regular assignment the following school year, shall be assigned to the first available vacancy for which he/she is qualified.

H. Teachers who apply for job sharing but are not selected will have priority consideration in subsequent years.

I. A copy of this Article shall be attached to the "written agreement" of the parties.

ARTICLE 12 - CLASS SIZE

A. At any time, a teacher may request a meeting with his/her Principal to discuss class size concerns.

B. After fifteen (15) instructional days have elapsed in a school year:

1. If the class size of a ***self-contained class*** exceeds thirty-two (32) students or the class size of a self-contained multi-grade class exceeds thirty (30) students, Principal/Designee and teacher shall meet within the ten (10) instructional days to discuss and develop support alternatives and begin timely implementation of agreed upon support alternatives.

2. If the class size of a ***semi-departmentalized class*** excluding physical education exceeds thirty-four (34) students or exceeds one hundred ninety-two (192) total student contacts or exceeds an average of thirty-two (32) students per class, Principal/Designee and teacher shall meet within ten (10) instructional days to discuss and develop support alternatives and begin timely implementation of agreed upon support alternatives.

3. If the class size of a ***physical education class*** exceeds forty-eight (48) students or exceeds two hundred fifteen (215)

total physical education student contacts or exceeds an average of forty-three (43) students per physical education class, Principal/Designee and teacher shall meet within ten (10) instructional days to discuss and develop support alternatives and begin timely implementation of agreed upon support alternatives.

4. If the caseloads outlined below exceeds the limits, the Principal/Designee and teacher shall meet within the ten (10) instructional days to discuss and develop support alternatives and begin timely implementation of agreed upon support alternatives.

Special Education Staff	**Caseload**
Resource Specialist (RSP)	28
Special Day Class (Mild/Moderate)	15 Elementary 18 Secondary
Special Day Class (Moderate/Severe)	12
Speech Language Pathologists (SLPs)	55

Support alternatives may include but not limited to:

- Reconfigure classes
- Recommend to add or hire a teacher
- Recommend to add or hire a full-time or part-time long-term substitute (a credentialed substitute)
- Recommend to add or hire a full or part-time instructional assistant
- Implement or increase planning time
- Increase instructional materials
- Provide additional conferences/visitations
- Develop flexible scheduling for cocurricular activities
- Weigh the variables in respect to student needs
- Recommend transferring students to another site in the district
- Give teacher relief time from class during instructional day
- Hire a reader to assist in grading papers, recording, etc.
- Provide clerical support
- Support teacher innovative scheduling
- Add support staff
- Increase purchasing power for teacher affected
- Or other mutually agreed upon support alternatives

5. If agreement is not reached on support alternatives, Principal/Designee and teacher may each designate a representative to meet with them within ten (10) instructional days regarding support alternatives.

6. If agreement is not reached after following the above process the administration shall make a final written decision and provide it to the teacher within ten (10) instructional days based on the best interests of the classroom/site.

C. Every effort shall be made to ensure that class sizes at each grade level are balanced at that grade level according to the demands of individual needs of the students.

D. When new students are added to existing classes, they shall be placed in classes to maintain a fair and equitable balance.

E. Students enrolled in Special Education classes less than fifty percent (50%) of the instructional work day shall be considered as regularly enrolled students for class size purposes.

ARTICLE 13 - VACANCY/TRANSFERS/REASSIGNMENT

A. Vacancy

1. A vacancy is defined as either a newly created teaching position or an existing teaching position opened by either termination, resignation, retirement, reassignment, or transfer.

2. The District may fill a vacancy by making a reassignment or transfer, or by hiring from a list of qualified applicants.

3. It is the intention of the District to avoid involuntary transfers and/or reassignments of qualified staff when voluntary transfers or reassignments of qualified staff, as determined by the District, are available. The District shall consider voluntary requests for transfer/reassignment before filling a vacancy by involuntary transfer or reassignment or by an external candidate.

4. In the event of program reduction and/or district-wide grade level reorganization, all displaced bargaining unit members shall be placed in positions for which they qualify before any remaining vacancies are filled through voluntary transfer and/or new hiring.

5. The District maintains the right to involuntarily transfer or reassign teachers without consideration of criteria set forth in Section C: as part of a performance remediation plan, as part of a resolution of interpersonal conflicts between employees, to resolve conflicts of interest which arise as a result of personal relationships between employees and/or supervisors, to resolve allegations of/or issues regarding harassment and/or retaliation, and to comply with any State or Federal Court order, or any State or Federal regulatory agency rule, law, regulation or requirement.

B. Posting

1. Projected vacancies for July 1 of the next school year shall be posted initially at each school site on or before March 20 for no less than five (5) work days.

2. Vacancies occurring during the current school year shall be posted on or before March 20 of that school year for the following school year.

3. Vacancies occurring after the last posting of the current school year shall be posted on or before March 20th of the following school year.

4. Vacancies posted when teachers are "off-track" or on "summer break" will be forwarded to those teachers at the time of posting at the address provided by the teacher.

5. Postings for all vacancies shall include:

- Site location
- Grade level, subject
- Track
- Unique needs of school site and/or educational program
- Closing date for receipt of application

6. A teacher may request: a transfer assignment by submitting a letter to the District office within ten (10) work days of the initial posting date. Such requests shall be acknowledged by the District in writing.

C. Criteria

1. Requests for transfer/reassignment will not be considered unless the teacher meets the credential requirements or is eligible for authorization.

2. The District shall consider the following factors equally when reviewing voluntary and involuntary transfers and reassignments:

- Appropriate credential or authorization.
- Successful experience at the grade level as determined by current and prior years' evaluations.
- Successful experience in the subject area as determined by current and prior years' evaluations.
- Meets unique needs of school sites and/or educational programs as described in posting or as described by the District.

If above criteria are equal, then district seniority of the applicants currently working at the site where the vacancy occurs shall be used as the determining factor for reassignment or transfer.

If above criteria and district seniority at the site where vacancy occurs is equal, then site seniority shall be used as the final determining factor for reassignment or transfer.

D. Procedures

Transfer

A transfer is defined as the movement of a teacher from one school site to another school site.

A voluntary transfer is requested by the teacher.

An involuntary transfer is initiated by the District.

1. Voluntary Transfer

a. A teacher desiring a transfer shall submit a written request when a vacancy is posted.
b. If a teacher requests a transfer, the teacher shall be considered for the position.
c. If the transfer request is denied, the teacher shall be notified in writing within ten (10) work days of the position being filled.
d. A teacher may be denied a transfer if the District cannot fill that teacher's vacancy with a qualified teacher.

2. Involuntary Transfer

a. If a transfer is involuntary, the teacher may request to meet with the Site Administrators and/or a District Administrator within five (5) work days of the involuntary transfer to discuss the reasons for the transfer.
b. If the involuntary transfer occurs when the teacher is "off-track" or on "summer break" the District shall notify the teacher in writing no less than ten (10) work days in advance of the effective transfer date.

Reassignment

Reassignment is defined as a change in grade level or track assignment at the same school site.

A voluntary reassignment is requested by the teacher.

An involuntary reassignment is initiated by the District.

3. Voluntary Reassignment

a. A teacher desiring a reassignment shall submit a written request when a vacancy is posted.

b. If a teacher requests a reassignment, the teacher shall be considered for the position.

c. If the reassignment request is denied, the teacher shall be notified in writing within ten (10) working days of the position being filled.

d. If the reassignment request is denied, the teacher may request to meet the Site Administrator and/or a District Administrator within five (5) work days of receiving notification.

e. A teacher may be denied a reassignment if the District cannot fill that teacher's vacancy with a qualified teacher.

4. Involuntary Reassignment

a. If the reassignment is involuntary, the teacher may request to meet with the Site Administrator and/or District Administrator within five (5) work days of the involuntary reassignment to discuss reasons for the reassignment.

b. If the involuntary reassignment occurs when the teacher is "off-track" or on "summer break" the District shall notify the teacher in writing no less than ten (10) work days in advance of the effective reassignment date.

E. Current School Year Vacancies

1. A current school year is defined as July 1 through June 30.

2. An instructional school year is defined as the teacher's first work day through the teacher's last work day.

3. When a vacancy occurs during the current school year, the District may fill the vacancy by making a reassignment or transfer or by hiring from a list of qualified applicants.

4. Teachers reassigned or transferred during their current instructional school year shall be given up to two (2) days to prepare their new class. More time may be granted after consultation between the teacher and the Site Administrator.

5. Consideration shall be made for the purchase of classroom instructional materials.

F. Assignments

Prior to the end of each school year, teachers shall be notified in writing of their tentative assignments for the following school year.

G. Staffing a New Site

Vacancies occurring at a new site shall be filled in the same manner as all others.

ARTICLE 14 - SAFETY

A. Teachers are to be safety conscious in their own actions and are to report unsafe or unhealthy conditions to their immediate supervisor.

B. Teacher attendance shall not be required whenever student attendance is not required due to unforeseen or emergency situations. However, make-up days will be scheduled as needed to fulfill contractual obligations.

C. Teachers may use reasonable force as necessary to protect themselves, students, other individuals, and property, or to quell a disturbance threatening physical injury to others.

D. 1. Whenever any teacher is attacked, assaulted, or menaced by any pupil, it shall be the duty of that teacher and their immediate supervisor to promptly report it to the appropriate law enforcement authorities.

2. Nobody shall directly or indirectly inhibit or impede that reporting, nor shall anybody impose any sanctions against any employee for making such a report.

ARTICLE 15 - EVALUATION

A. PHILOSOPHY OF EVALUATION

Certificated employees shall be evaluated and their competency assessed, as it relates to the criteria mandated by the Stull Act (California Education Code 44662); as reflected in the California Standards for the Teaching Profession, and additional evaluation and assessment guidelines and criteria related to the certificated employee's job description, and professional responsibilities.

B. GENERAL POLICY AND RULES

1. Evaluation of certificated employees shall be provided for by the administrative staff of the Dry Creek Joint Elementary School District.

2. It will be the immediate responsibility of the principal of the school or his/her designee to provide for the evaluation of his/her teaching staff.

3. Probationary teachers will be formally evaluated in each of their first two (2) years.

4. Tenured teachers with three (3) to nine (9) years will be evaluated at least every other year.

5. Tenured teacher who have been employed at least ten (10) years with the school district and whose previous evaluation rated the employee as meeting or exceeding standards may be evaluated at least every five (5) years, per the California Education Code, if the evaluator and teacher being evaluated agree to this frequency of evaluation. The teacher or the evaluator may withdraw consent at any time. In that situation, the employee will be evaluated every two (2) years as otherwise required in this article.

   Eligibility criteria:

   The teacher is a permanent employee with ten (10) years experience with the district and has met or exceeded all evaluation standards in the previous evaluation. There must be agreement between the evaluator and teacher to use this extended evaluation cycle.

6. Observation procedures shall be provided for probationary teachers a minimum of two (2) times a year. Observation procedures shall be provided for tenured teachers a minimum of one (1) time every other year.

7. Informal observations shall take place as needed during the year.

C. SEQUENCE

1. Notification of teachers to be evaluated and orientation of the evaluation process shall take place no later than October 1.

2. A Goal-setting Conference between the evaluator and the teacher will be held prior to November 1.

   2.1 Classroom Demographic Profile filled out prior to the Goal Setting Conference meeting.

   2.2 Goal Setting Conference Form and the attachment to be completed prior to or during the Goal Setting Conference

meeting.

3. Observations

3.1 A Pre-observation Conference will be held within five (5) working days prior to the formal observation (unless agreed upon by both parties).

3.1.1 Instruction Plan and Reflection Form to be filled out prior to or during the Pre-observation Conference meeting.

3.2 Probationary and temporary teachers will be observed at least twice during the year with the first observation prior to December 15 and the second prior to March 1. Tenured teachers will be observed at least once every other year prior to March 1 unless under the five (5) year evaluation cycle referenced above.

3.3 A Post-observation Conference will be held within five (5) working days following the formal observation (unless agreed upon by both parties).

3.3.1 Instruction Plan and Reflection Form to be completed prior to or during the Post-observation Conference meeting.

3.3.2 A Formal Observation Conference Form will be discussed at the Post-observation Conference meeting and a copy provided to the teacher within five (5) working days after the Post-observation Conference.

4. A Summary Evaluation Conference will be held with each evaluated teacher no later than forty (40) calendar days prior to the teacher's last day of school.

5. A Summary Evaluation Report will be given to the evaluated teacher within ten (10) working days after the Summary Evaluation Conference.

6. Needs Improvement/Unsatisfactory Evaluations

6.1 In the event a teacher is not performing his or her duties in a satisfactory manner, the evaluator shall notify the teacher in writing of such fact and describe such unsatisfactory performance.

6.2 The evaluator shall then confer with the teacher making specific recommendations as to areas of improvement and assisting in their performance.

6.3 When any teacher has received needs improvement or unsatisfactory evaluation, they shall be evaluated annually until they achieve a satisfactory evaluation or are separated from the District.

7. Assistance for Areas of Needs Improvement or Unsatisfactory Evaluations

7.1 If programs are required by the evaluator during the school year, they shall be reimbursed for necessary expenses by the District. At other times, participation shall be by mutual agreement.

8. After each evaluation the Formal Classroom Observation Form(s) and the Classroom Summary Evaluation Report will be placed in the teacher's personnel file.

ARTICLE 16 - PERSONNEL FILES

A. The District shall not base any adverse action against a teacher upon materials which are not contained in such teacher's personnel file. Moreover, the District shall not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless the materials have been placed in the file and the teacher has been notified, in writing, that such materials were being placed in the file.

B. Unless otherwise agreed to by the involved teacher, a teacher's personnel file shall not include ratings, reports or records which (1) were obtained prior to the employment of the teacher, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

C. A teacher shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file. Review and rebuttal shall be pursuant to Education Code Section 44031.

D. Upon a teacher's signed written authorization, a representative of the Association shall be permitted to examine and/or obtain copies of materials in that teacher's personnel file at no expense to the District. Such examination shall occur in the presence

of a District representative.

E. The Administrator who drafts and/or places material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

F. The District shall keep a log indicating the individuals who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher or his/her Association representative, if properly authorized.

G. Access to the personnel files shall be limited to the Administration on a need-to-know basis. Board members may review a teacher's personnel file at an executive session.

H. Teachers' personnel files, excluding payroll files, shall be maintained at the District's Central Office.

ARTICLE 17 - LEAVES

A. Immediate family shall be defined as a mother, stepmother, mother-in-law, father, stepfather, father-in-law, spouse, son, stepson, daughter, stepdaughter, son-in-law, daughter-in-law, brother, stepbrother, sister, stepsister, grandmother, step-grandmother, grandfather, or step-grandfather of the teacher or of the spouse of the teacher, nephew or niece, aunt or uncle of the teacher or other relatives living in the immediate household of the teacher.

B. Sick Leave

1. Every teacher shall be entitled to ten (10) days paid sick leave for illness, injury, and/or disability each year of employment, including summer school.

2. Teachers (such as specialists) who are employed other than a traditional/YRE work year shall earn sick leave on a prorated basis.

3. Teachers who are employed less than a regular work day shall earn sick leave on a prorated basis.

4. Unused sick leave shall accrue from school year to school year.

5. At the beginning of each school year every teacher shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A teacher may use sick leave at any time during the school year.

6. The Superintendent may require verification of a teacher's illness from a physician If such verification is required for the third day of an illness, the District will reimburse the teacher for physician fees not paid by District provided medical coverage. To be eligible for reimbursement, the teacher shall provide an invoice and proof of payment within 30 calendar days from when the employee returns to work following the leave.

7. The District Business Office shall provide each teacher with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year no later than September 30 of each school year.

C. Differential Leave

1. Differential Leave is defined as a teacher absent from duties because of any inability to work due to illness, injury, or disability for a period of up to five (5) months, but not less than one (1) full work day.

2. Differential Leave starts on the first day of absence following exhaustion of paid sick leave (including accumulated sick leave), and runs concurrently and all other leaves except catastrophic leave, if applicable, which begins to run following exhaustion of Differential Leave.

3. When a teacher is on Differential Leave and has exhausted use of all paid sick leave (including accumulated sick leave), the teacher shall continue to receive his/her salary less the cost of the substitute (differential pay), even if a substitute was not employed.

4. The District shall make every reasonable effort to secure the services of a substitute teacher.

5. Differential Leave described above is intended to summarize Differential Leave provided in Education Code section 44977.

D. Industrial Accident and Illness Leave - As required by law and as such, this provision is not subject to the grievance procedure.

1. A unit member who is absent from duty because of an industrial accident or illness shall be entitled to industrial accident or illness leave under the following conditions and regulations as authorized under Education Code Section

44984.

2. Any absence which is supported by a doctor's certificate and which is verified by the Workers' Compensation Insurance authorities as qualified for Workers' Compensation is an absence payable under industrial illness and accident leave. During the period of determination by the Worker's Compensation Insurance authorities, the payroll charge will be made to the unit member's sick leave account. If the claim is approved, an adjustment will then be made restoring the unit member's sick leave previously charged from the first day of absence and a charge made in lieu thereof to industrial illness and accident leave.

3. Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been preforming work for the District in any one fiscal year for the same accident.

4. Allowable leave shall not be accumulated from year to year.

5. Such leave shall commence on the first day of absence.

6. When a unit member is absent from their duties resulting from an industrial accident or illness, the unit member shall be paid such portion of the salary due for any month in which the absence occurs as, when added to temporary disability indemnity (Div. 4 or Div. 4.5 of the Labor Code) will result in a payment of not more than their full salary.

7. An industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

8. In the event an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

9. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Educations Code Sections 44977, 44978, 44983, and for the purposes of each of these sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

10. Should a unit member continue to be receiving temporary disability indemnity, they may elect to take as much of the dollar value of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment of not more than their full salary.

11. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

E. Bereavement Leave

1. Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than two hundred (200) miles one-way is involved, on account of the death of any member of his/her immediate family.

2. This leave shall not be deducted from sick leave.

3. This leave does not accumulate from year to year and has no cash value if unused.

F. Discretionary Health Leave

1. After all paid sick leave has been exhausted, including Differential Leave and a teacher remains unable to work for health reasons, the Board may grant that teacher, upon written request, a period of paid or unpaid. If granted, such leave shall be for a minimum of one (1) semester and maximum of one (1) school year.

2. A statement by the teacher's physician to the effect that the teacher is medically unable to work shall be furnished at the Superintendent's request.

3. The teacher shall notify the Superintendent of his/her intended return date at least two (2) weeks in advance.

4. If granted, this leave shall run concurrently with available FMLA/CFRA leave.

G. Jury Duty

1. A teacher shall be entitled to as many days of paid leave as necessary for jury duty. Proof of required attendance for

jury duty may be required by the Superintendent or designee to be eligible for this leave.

2. Teachers required to serve on jury duty will be entitled to paid leave less the amount received from the court.

3. The teacher shall submit any jury duty pay stub or written verification received from the court (except for travel/parking reimbursement) to the Business Office.

4. The teacher may request rescheduling of jury duty with the court if it would negatively impact students/teaching.

H. Professional Activities Leave

1. A teacher shall be entitled to two (2) days of paid leave each school year for the purpose of completing professional responsibilities and work related activities. A Special Day Class teacher serving students in a self-contained setting in grades preschool through fifth shall be entitled to three (3) days of paid leave each school year for the purpose of completing professional responsibilities and work related activities.

2. The day(s) will be scheduled with the Site Administrator in advance. Priority for these leave days will be given for Assessment/Standard Based Reports and Activities.

3. Teachers may apply for up to two (2) days per year for the purpose of attending workshops/conferences. The application must be submitted to and approved by the Site Administrator in advance.

I. Personal Necessity Leave

A teacher shall be entitled to days of leave of absence for illness or injury allowed pursuant to Section 44981 which may be used by the employee, at his/her election, in cases of personal necessity.

J. Personal Leave Day

1. Each teacher shall be entitled to one (1) day of paid leave, not deducted from sick leave, to be taken at their election provided that:

   a. There are five (5) working days advance written notification to the Site Administrator or Designee.

   b. No more than the following numbers of teachers shall take Personal Leave on a given day:

School Site Teacher Population	Maximum # of Teachers/Site
36 or less	2
37-65	3
66+	4

   c. Personal Leave Days shall not be taken on the following days:
      - Staff development days
      - First and last student contact days of the year
      - Requesting teachers' student track-on and student track-off days
      - Requesting teachers' track-on days.

2. One (1) Personal Leave Day per year may be accumulated for use in the following year. This is done automatically and no request/form is necessary.

3. A teacher may elect to designate their Personal Leave Day as a previously used sick day at the point that all of their sick leave days are exhausted.

4. Teachers may have a maximum accrual of two (2) Personal Leave Days at any given time. If a third (3rd) Personal Leave Day is accrued, it will be automatically transferred into the teacher's sick leave.

K. Military Leave

Military leave shall be provided as required by law.

L. Discretionary Unpaid Leave of Absence

1. Upon a teacher's written request, the Board may grant up to a one (1) year unpaid leave of absence.

2. Reasons for leave may include, but not be limited to, the following examples:

Health	Political Activity
Conferences	Educational Improvement
Child Rearing	Educational Travel

3. The teacher and site Principal shall attempt to agree, in advance, upon a mutually agreeable leave schedule including starting/return dates.

4. A teacher on a one (1) year leave of absence shall be entitled to the same or similar position held upon commencing leave, provided that the teacher notifies the District, at least ninety (90) calendar days in advance, of his/her return date.

M. Pregnancy Disability Leave (PDL)

1. Unit members disabled due to pregnancy are entitled to use sick leave and or extended sick leave in the same manner as any other illness. The period of paid absence shall be limited to that period of medical disability as verified by the physician.

2. Unit members may be eligible for Pregnancy Disability Leave for up to four (4) months which may include six (6) weeks post-delivery for a vaginal birth (eight (8) weeks for a C-section). If post-deliver PDL is taken, unit members may take up to twelve (12) weeks of CRFA leave for parental leave, as described below. Unit members shall use available sick leave and/or extended sick leave to remain in paid status during PDL.

3. Lactation accommodations are available to unit members upon return to work per Board Policy 4033.

N. Parental Leave *(AKA Child Bonding Leave)*

1. Teachers may choose to take up to twelve (12) workweeks of parental leave to bond with their new child. Such leave is available for reason of the birth of a child of the teacher, or the placement of a child with a teacher in connection with the adoption or foster care of the child by the teacher.

2. Current and accumulated sick leave will be applied towards these twelve (12) workweeks of parental leave until all fully paid sick leave is exhausted. Thereafter, the teacher may use Differential Leave for the balance of the bonding period up to twelve (12) workweeks. A work week is any week in which the school is open for three (3) or more days. Such leave shall run concurrently with CFRA/FMLA leave, whether or not the District has issued a separate notice regarding use of CFRA/FMLA leave.

3. The teacher shall notify the District Human Resources Department of the intent to take parental leave as soon as practicable, but preferably thirty (30) workdays prior to the date on which the leave is to begin. Such notice shall be in writing and shall include a statement as to the dates the teacher wishes to begin and end the leave and whether the teacher intends to use available sick leave and Differential Leave as described herein, or whether the teacher intends to take unpaid leave.

4. Where a teacher intends to take parental leave associated with adoption of a child, the teacher shall provide written notice to the District Human Resources Department of the teacher's intent to pursue an adoption, preferably thirty (30) calendar days prior to the beginning of the leave.

5. The teacher shall provide reasonable updates as requested by the District regarding the anticipated arrival of the child. When the teacher is informed of the date that the teacher will receive physical custody of the child, the teacher shall immediately notify the District of the start date of the leave.

6. If both parents work for the District, they shall only be entitled to one twelve (12) week period of parental leave total as set forth in the CFRA. In such event, the parents can decide how they want to split up such parental leave (e.g., each parent could take six weeks of parental leave).

O. Family Medical Leave Act and the California Family Rights Leave Act Leaves

1. Entitlement to Leave

An employee shall be entitled to family care and medical leave as set forth in Government Code 12945.2 (California Family Rights Act) and the Family and Medical Leave Act (FMLA) The District will follow all laws and regulations pertaining to CFRA and FMLA if the unit member has worked for at least twelve (12) months and at least 1250 hours for the district. FMLA may be used for the member, their spouse, child, or parent. Parent is defined as the biological, adoptive, step, or foster parent of an employee, or an individual who stood in loco parentis when the employee was a son or daughter.

2. Use of Sick Leave

If an employee takes leave under this Section because of the employee's own serious health condition, the employee shall use accrued sick leave concurrently during the period of leave. In no case, however, shall an employee be required without agreement by the employee to use sick leave during a period of leave in connection with the birth, adoption or foster care of a child or to care for a child, parent or spouse with a serious health condition. Intermittent leave shall be deducted in one (1) hour increments.

3. Payment of Health Premiums

The District shall continue paying the premium costs to maintain group health plan coverage for the duration of leave granted under this Section. The District may recover the premium paid for maintaining group health plan coverage for the employee for the duration of any leave granted under this section if both the following conditions occur:

a. The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and

b. The employee's failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under this section.

4. Advance Notice of Leave

If the employee's need for a leave pursuant to this section is known, the employee shall provide the District with thirty (30) calendar day advance notice, or as many days as possible, of the need for the leave.

5. Health Care Provider/Certification of Leave

a. Child, Spouse, Domestic Partner (CFRA) or Parent Care - An employee's request for leave to care for a child, a spouse, domestic partner (CRFA) or a parent who has a serious health condition shall be supported by a Certification issued by the health care provider of the individual requiring care.

b. Employee Illness - An employee's request for a leave because of the employee's own serious health condition shall be supported by a Certification issued by his/her health care provider.

P. Family Care Leave

1. The Board shall grant, upon written request by any teacher with more than one (1) year of continuous District service, an unpaid family care leave of up to four (4) months in a twenty-four (24) month period.

2. A teacher may elect to continue health benefits during the period of leave at his/her expense.

3. If or when the teacher becomes aware of the need for a leave, he/she shall provide written notice to the District.

Q. Family School Partnership Act

Unit members are entitled to take up to forty (40) hours of leave each year, but not more than eight (8) hours per month for school related activities as specified in Labor Code section 230.8. Unit member's children in TK-12 or in a licensed day care program are covered under this Section. Unit members must give reasonable notice and may take unpaid time off or use existing accrued personal leave for Family School Partnership Act leave, which may be used for child care or school emergencies, such as an illness, a behavior problem or closure. If both parents work for the District, only the first parent to request time may be approved time off under this Section.

R. Court Leave

1. A teacher shall be entitled to as many days of paid leave as necessary to appear in court either as a witness or if required by an official order from another governmental agency.

2. This leave shall be used only for District related matters.

3. The teacher shall provide written verification of the court appearance, in advance, to the Superintendent/Designee.

4. Teachers required to appear (per Section 1. above) will be entitled to paid leave less the amount received from the court.

5. The teacher shall submit court attendance verification and any witness fee pay stub received (except for travel/parking reimbursements) to the Business Office.

S. CATASTROPHIC LEAVE BANK

1. Creation and Purpose

a. The Association and the District agree to create a Catastrophic Leave Bank ("Bank") effective July 1, 2010.

b. The Bank will permit unit members of the District to donate eligible leave credits to another unit member when that employee or member of his/her family suffers a catastrophic illness or injury.

c. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, and other paid time off, excluding differential leave.

d. "Employee's family" is defined as spouse, son, or daughter of the employee or stepchildren of the employee.

e. Days in the Bank shall accumulate from year to year.

f. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

g. The Bank shall be administered by a Joint Committee ("Committee") of two members appointed by the Association President and two members appointed by the District.

2. Eligibility and Contributions

a. All unit members on active duty with the District are eligible to contribute to the Bank.

b. Participation is voluntary, but requires an annual contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

c. Employees who elect not to join the Bank upon first becoming eligible must wait until the next date of assessed contribution.

d. Cancellation occurs automatically whenever an employee fails to make his/her contribution or assessment. Sick leave previously authorized for contribution to the Bank shall not be returned if an employee effects cancellation. Contributions shall be irrevocable.

e. Contributions shall initially be made between August 1 and September 1 of the 2010-2011 school year.

f. New hires will be permitted to contribute within thirty (30) calendar days of beginning employment.

g. Employees wishing to participate in the Bank shall make a contribution of one sick leave day each year of participation.

3. Withdrawal from the Bank

a. Bank participants who have exhausted all paid leaves, excluding differential leave, may withdraw from the Bank for catastrophic illness or injury for no more than one incident, injury, or illness per twelve (12) month period.

b. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.

c. The District shall pay the participant no more than a full day's pay. The Bank shall be charged no more than a full day's pay regardless of the differential leave award. The first ten (10) work days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.

d. Withdrawals from the Bank shall be granted in units of no more than twenty working days, with a maximum withdrawal of thirty days per twelve (12) month period.

e. Participants applying to withdraw from the Bank are required to submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

f. For any participant applying to the Bank, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District insurance policy. Refusal to submit to the medical review will terminate the participant's

eligibility to withdraw from the Bank. The Committee may deny an initial application from the Bank based upon failure to comply with terms and conditions.

g. Leave from the Bank may not be used for an illness or disability which qualifies the participant for Worker's Compensation Benefits.

h. When the Committee may reasonably presume that the applicant applying for a withdrawal may be eligible for a Disability Award, or a Retirement, under STRS/PERS or, if applicable, Social Security, the Committee may request that the applicant submit a complete application, including medical information from the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Catastrophic Leave Bank Payments. Any requests for additional medical information from STRS/PERS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS/PERS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

i. If at any time the number of days in the Bank drops below thirty (30), all Bank participants shall automatically have an additional sick leave day deducted from their sick leave allocation and deposited in the Bank. The intent is to have a minimum of thirty (30) days in the Bank at all times. If a participant does not have a sick leave balance at the time of the automatic deduction, then the participant shall no longer be eligible to withdraw from the Bank for the remainder of the school year.

j. Qualifying withdrawals shall become effective immediately upon the exhaustion of sick leave, all other paid leaves, and the waiting period provided for in (Section P.3.c), whichever is greater.

4. Administration of the Bank

a. The District shall have the responsibility of maintaining the records of the Bank. The Committee shall receive withdrawal requests, verify the validity of request, approve or deny the requests, determine that a recipient or applicant is no longer eligible and communicate its decisions, in writing, to the participants.

b. Three out of the four Committee members must approve the request or the request is automatically denied.

c. Withdrawals may not be denied on the basis of the type of illness or disability.

d. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) work days of receipt of the application. The decision of the Committee shall be final and binding.

e. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

f. By October 1 of each school year, the District shall notify the Committee of the following:

1. The names of participating employees.
2. The total number of days available in the Bank

ARTICLE 18 - COMPLAINT PROCEDURE

A. Any citizen complaint about a teacher shall be reported immediately to the teacher by the Superintendent/Principal, if the Superintendent/Principal deems it necessary.

B. 1. Should the involved teacher or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the Principal shall schedule a meeting with the complainant and the teacher.

2. The Principal shall be present if requested by the teacher.

C. 1. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she within five (5) days shall put his/her complaint in writing and submit the original to the teacher with a copy to the Principal.

2. Review and rebuttal shall be pursuant to Education Code 44031. The teacher's response shall be attached to the written complaint within five (5) days.

3. If no written complaint is received, the matter shall be dropped. No record of the complaint shall be retained.

D. 1. The written complaint and the attached response shall be placed in the teacher's personnel file.

2. If the teacher challenges the truth of the allegations contained in the complaint, he/she may file a grievance on that

basis, and a finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint.

3. Failure by the teacher to file a grievance shall not be construed as an admission by the teacher that the allegations contained in the complaint are true.

ARTICLE 19 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by one (1) or more teachers that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. A "grievant" is the teacher(s) making the claim.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the allegation.
4. A "day" is when the District Office is open for business.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their Principal and have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistent with the terms of this Agreement.
3. Time limits may be extended by mutual consent.
4. Failure by a grievant to abide by the time limits shall cause the grievance to automatically be withdrawn. Failure by the District to abide by the time limits shall cause the grievance to automatically be appealed to the next level.

C. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve site issues through an informal conference with their Principal or non-site issues with the Assistant Superintendent/Human Resources. The teacher may have a representative present of their choice.

D. Level I (Site)

1. The Association shall have the right to represent the grievant at any or all formal levels. The District has the right to have an outside representative present at all formal levels. The Principal shall offer the grievant an opportunity to meet prior to making a decision.
2. Within ten (10) days after the knowledge of the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to their Principal, on the appropriate form.

   (If a grievance arises as a result of a non-site related issue, the teacher may present such grievance at Level II to the Assistant Superintendent/Human Resources on the appropriate form.)

3. A grievance shall be written on the appropriate form, clear and concise, and include the following:
   a. Teacher(s) name, position, and work site.
   b. Specific Article(s) and Section(s) of the agreement alleged to have been violated.
   c. Circumstances including the facts, dates, names, and places as appropriate.
   d. Specific remedy sought.
   e. Date and result of the informal conference.
   f. Date delivered to the Principal.

4. The Principal shall communicate his/her decision to the teacher in writing, on the appropriate form, within ten (10) days after receiving the grievance.

5. If the grievant is not satisfied with the decision at Site Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Assistant Superintendent/Human Resources.

E. Level II (District)

1. Within ten (10) days after the knowledge of the occurrence of the act or omission giving rise to the grievance or after the Site Administrator's decision, the grievant shall present his/her grievance in writing to the Assistant Superintendent/Human Resources on the appropriate form.

2. The grievant shall include a copy of the original grievance, the decision, if any, at Site Level I, and a clear concise statement of the reasons for submittal at District Level II.

3. A grievance shall be written on the appropriate form, clear and concise, and include the following:

   a. Teacher(s) name, position, and work site.

   b. Specific Article(s) and Sections(s) of the agreement alleged to have been violated.

   c. Circumstances including the facts, dates, names, and places as appropriate.

   d. Specific remedy sought.

   e. Date and result of the informal conference.

   f. Date delivered to the Principal or Assistant Superintendent/Human Resources.

4. The Assistant Superintendent/Humans Resources shall offer the grievant an opportunity to meet prior to making a decision.

5. The Assistant Superintendent/Human Resources shall communicate his/her decision to the grievant, in writing, on the appropriate form, within ten (10) days of receiving the grievance.

F. Level III

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent.

2. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal.

3. In the event the grievant wishes a conference with the Superintendent, it shall be arranged.

4. The Superintendent shall communicate his/her decision to the grievant within ten (10) days.

G. Level IV

1. If the grievant is not satisfied with the decision at Level III, the Association shall, within ten (10) days, notify the Assistant Superintendent/Human Resources in writing that they will request the services of a State Conciliator.

2. The Association representative shall then contact the State Conciliation Service and request that a mediator be provided.

3. The mediator shall be presented with the positions on both sides and attempt to resolve the disagreement.

4. The mediator will have no power to add to, subtract from or modify the terms of this Agreement of the District's written policies, rules, regulations and procedures.

5. If mutual agreement by the parties is reached, that agreement shall be recorded and signed as final and binding. If no mutual agreement is reached, the mediator shall certify the procedures to Level V.

H. Level V

1. If certified to Level V, the Association within ten (10) days, shall submit written notice to the Assistant Superintendent/Human Resources of binding arbitration.

2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten

(10) days of the Association's submission of the request, submission of the grievance shall be made to the State Conciliation Service. The parties shall then proceed under State Conciliation Service rules and procedures for arbitrator selection.

3. The arbitrator shall have no powers to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

4. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

5. The arbitrator will have no power to make decisions which violate the terms of this Agreement. The decision of the arbitrator shall be final and binding.

6. All costs shall be borne equally by the parties, excepting those costs separately incurred.

ARTICLE 20 - SCHOOL LOTTERY CONSULTATION COMMITTEE

A. One of the purposes of Education Lottery Funds is to provide supplementary resources for educational programs and instructional improvement.

B. Thirty-five percent (35%) of the Lottery Funds received in the previous year shall be allocated to the schools. The Principal and staff at each site shall collectively prioritize the use of site Lottery Funds.

ARTICLE 21 - FRINGE BENEFITS

The fringe benefit plans are provided under Appendix B.

A. Teachers enrolled in the Kaiser Plan (which includes vision) may also elect to enroll in Vision Service Plan (VSP) at their own expense.

B. Part-time teachers employed on no less than a fifty percent (50%) basis shall be eligible to receive the above benefits on a prorated basis.

C. Both parties shall follow the rules and regulations of the fringe benefit/administrators.

D. Pursuant to COBRA, eligible teachers who leave the District may elect to remain in the District-offered health care plan at their own expense. Arrangements for advance payments shall be made with the Business Office.

E. Pursuant to Education Code 7000, District offered health and/or dental coverage shall be made available to eligible retired teachers at their own expense. Arrangements for advance payment shall be made with the Business Office.

F. Medicare

1. The District agrees to allow eligible teachers to individually continue to participate in Medicare. The election was conducted according to the rules and regulations of the Public Employment Retirement System (PERS).

2. Eligible teachers are those who are members of STRS and who were hired on or before March 31, 1986.

3. Teachers who elected to participate agreed to authorize payroll deductions of 1.45% of their salary effective from the date of coverage November 1, 1991.

G. 1. Teachers who provide service for their complete traditional/YRE instructional school year and then leave the District, shall have Fringe Benefit coverage continue, if necessary, for up to two (2) additional months, but not beyond August 31.

2. Teachers who provide service for less than their complete traditional/YRE instructional school year and leave the District, shall have their Fringe Benefit coverage terminate on the last day of their final service month.

ARTICLE 22 - SALARY

A. Salary Schedule

The Salary Schedule is provided under Appendix C.

B. Certificated Employee Stipend

Certificated employees (not including emergency or temporary) serving in the following assignments shall receive a two thousand dollar ($2,000.00) annual stipend: Special Education Teacher.

C. Eligible teachers shall move down the salary schedule no more than one (1) step and across the salary schedule no more than one (1) class per year.

D. 1. Teachers must be in a paid status at least seventy-five percent (75%) of the District's previous work year to be eligible for step advancement and credit towards any longevity increment.

2. Effective July 1, 1998, job sharing/part time teachers must be in paid status a minimum of seventy-five percent (75%) of the District's previous two (2) consecutive work years to be eligible for step advancement and/or credit towards longevity.

E. 1. Teachers who are employed other than a traditional/YRE work year shall be paid their daily rate on a prorated basis. This excludes payment for Summer School/Intersession and Article 7, "Extra Work Days".

2. Teachers who are employed less than a regular work day shall be paid their daily rate on a prorated basis.

F. Teachers shall be paid on a twelve (12) month basis (July – June).

G. Continuing Education Units (CEUs)

1. The District will accept Continuing Education Units (CEUs) from accredited schools, community colleges, junior colleges, colleges and universities.

2. The District will accept Continuing Education Units (CEUs) from educational organizations mutually recognized by the Association and the District, including but not limited to, Dry Creek Joint Elementary School District, other California school districts, county offices of education, private or public workshops, and/or conferences.

3. For application to the salary schedule, Continuing Education Units will hold the value of one (1) quarter unit or two-thirds (2/3) of a semester unit.

4. Continuing Education Units (CEUs) shall be due by September 15 when all other units are due for salary consideration.

5. Units cannot be earned during a teacher's normal work day or if any registration fees or expenses are district paid.

ARTICLE 23 - SALARY SCHEDULE PLACEMENT

Teacher Experience Credit

A teacher beginning District employment on or after July 1, 2019 will be granted year for year outside experience credit based on the following:

1. This experience must have been completed within two (2) years prior to District service.

2. This experience must have been in a public school in the United States or in a U.S. government sponsored school or program.*

3. The teacher must have been employed in full-time paid status at least seventy-five percent (75%) of each school year for which credit is granted.

4. All of the above may require verification by the previous employers.

* Experience may be granted for schools other than United States public schools.

ARTICLE 24 - STRS EMPLOYER PICK-UP

A. "STRS Employer Pick Up" is a program covered by provisions of Internal Revenue Code Section 414(h)(2) whereby the eight percent (8%) teacher contribution is non-taxable when reported as paid by the District. This contribution is still considered part of the teacher's compensation for everything except tax treatment.

B. 1. There shall be no cost to the District for the implementation and maintenance of this program except for normal payroll costs. If any additional or unexpected costs occur, this Article shall be reopened upon the request of either party.

2. The District and DCTA acknowledge that it is the teacher's responsibility to seek professional advice concerning individual tax situations and neither are liable for any teacher investment consequences of this Article.

C. This program will remain in effect unless STRS, the County Office of Education, the Internal Revenue Service, and/or the Franchise Tax Board are unable to handle the necessary transactions.

D. If litigation, legislation, STRS, Internal Revenue Service/Franchise Tax Board administrative rule or regulation modify this program, it shall be void on the date of the modification and the provision shall be renegotiated.

ARTICLE 25 - EARLY RETIREMENT

A. Reduced Work Schedule Program

Teachers who elect to participate in this program may reduce their workload and retain retirement benefits pursuant to Education Code Section 22724, subject to the following conditions:

1. A teacher must have reached age fifty-five (55), but may not be older than age sixty-four (64) prior to reduction of workload.
2. A teacher may participate in this program for not more than five (5) years, or to age sixty-five (65), whichever comes first.
3. The option of part-time employment must be exercised at the request of the teacher and can be revoked only with the mutual consent of the District and the teacher.
4. The teacher shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
5. The teacher shall receive the same health benefits as a full-time teacher.
6. The teacher shall receive the credit he/she would receive if employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to, based upon the salary that he/she would have received if employed on a full-time basis.
7. The teacher and District will both contribute to the State Teachers Retirement Fund the amount that would have been contributed if the teacher was employed on a full-time basis.

B. Early Retirement Incentive Program (Service)

This program is established for teachers subject to the following conditions:

1. Eligibility is fifteen (15) years of full-time satisfactory service in the District and age fifty-five (55).
2. Teachers choosing this program would be required to serve the District during the school year. The amount of time and type of service would be mutually agreed upon.
3. Upon receipt of a written resignation, a teacher and the District will establish a contract with an annual renewal and an evaluation of services to be performed each year.
4. The teacher would no longer be considered an employee of the District, in terms of this contract, and would be recognized as an independent contractor, performing special or unique services for the District.
5. Independent contractors shall participate up to a maximum of five (5) years or age sixty-five (65), whichever comes first and shall be paid a fee of up to the STRS service retirement limit annually for services rendered.
6. Once electing to participate in the program, the independent contractor shall not return to full-time teaching.
7. The independent contractor shall receive the same health benefits as a full-time teacher.

C. Early Retirement Incentive Program (Non-Service)

This program is established for teachers subject to the following conditions:

1. Eligibility is ten (10) years of full-time satisfactory service in the District and age fifty-five (55).
2. Upon receipt of a written resignation, a teacher and the District will establish a contract.
3. The teacher may choose this program for a maximum of five (5) years or to age sixty-five (65), whichever comes first.
4. Once electing to participate in the program, the teacher shall not return to teaching.

5. The teacher shall receive the same health benefits as a full-time teacher.

D. 1. Any of the above programs will be entered into only when conditions mutually satisfactory to both the District and the teacher can be established.

2. A teacher may participate in a combination of the above programs with mutual agreement of the District.

E. The District shall implement the "golden handshake" not less than once every three (3) years, calculated from the school year/fiscal year the District last offered the golden handshake. Such offer/implementation shall be in accordance with Education Code Section 44929 and in accordance with the procedures outlined by the State Teachers Retirement System (STRS) administrative regulations, as such code section and administrative regulations may be modified from time to time. In the event that Education Code Section 44929 sunsets or is otherwise terminated by the Legislature the District shall have no obligation to offer the statutory "golden handshake" program after it sunsets or is otherwise terminated. In the event the current statutory scheme and/or administrative regulations are replaced with new legislation or regulations and/or the existing legislation or regulations are substantially modified affecting the implementation/administration of the program, the parties shall meet and negotiate in good faith to address any new program or modification to the existing program in order to further the parties intent and purposes of this Paragraph E. Whenever the golden handshake program is offered under this Article, it shall be offered based on the following:

1. STRS' average retirement age calculation;

2. The District shall determine the appropriate window period and any notice from an employee during the window period that he/she is electing to participate in the golden handshake is irrevocable;

3. In the event the employees electing to participate do not result in a cost savings to the District necessary to implement the program, or any other statutory or regulatory provision of the program is not met thereby precluding implementation of the program, then each employee with an irrevocable notice of participation on file shall be provided notice and shall be given ten (10) days to revoke his/her notice of retirement at his/her discretion.

ARTICLE 26 - FRINGE BENEFITS/RETIREES, OTHERS

A. Teachers on an approved unpaid leave may elect to participate in the fringe benefit program in effect at the commencement of leave at their own expense.

B. Retired teachers may elect to participate in the fringe benefit program in effect at the commencement of retirement at their own expense.

C. A teacher's surviving spouse may elect to participate in the fringe benefit program in effect at the time becoming a surviving spouse at their own expense.

D. Teachers electing the above, are required to make advance arrangements with the Business Office, enroll within thirty (30) days of their change of status, or forfeit benefit eligibility.

E. Payment shall be at least thirty (30) days in advance of each date due and must be continuous in order to maintain eligibility. If any payment is not received by the District within thirty (30) days of the due date, eligibility shall be forfeited.

F. Teachers/individuals electing any of the above are required to join Medicare if eligible.

G. All parties shall follow the rules and regulations of the fringe benefit carriers/ administrators.

H. For purposes of eligibility for dependent coverage, dependents shall include domestic partners as defined by California Family Code Section 297. A domestic partner is defined as two (2) adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. The elements which must be met to qualify as a domestic partner are:

1. Both persons have a common residence.

2. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.

3. Neither person is married or a member of another domestic partnership.

4. The two (2) persons are not related by blood in a way that would prevent them from being married to each other in the State of California.

5. Both persons are at least eighteen (18) years of age.

6. Both persons are capable of consenting to the domestic partnership.

7. Neither person has previously filed a Declaration of Domestic Partnership that has not been terminated.

8. Both persons are members of the same sex or, are members of the opposite sex and at least one partner is over the age of 62 and meets the criteria of the Social Security Act.

In order to be eligible for domestic partner benefits the employee and his/her domestic partner must have filed a valid Declaration of Domestic Partnership with the Secretary of State pursuant to Division 2.5 commencing with Section 297 of the California Family Code and must provide a filed stamped copy to the District. The employee must also sign a reimbursement statement certifying as follows:

> I, (name of employee) agree to reimburse the District, or its designated health service plan, for any expenditures made by the District, or designated health service plan carrier, for medical claims, processing fees, administrative charges, costs, and attorney fees on behalf of the domestic partner if any of the documents submitted to register the domestic partnership or to obtain services for the domestic partner through the District's health and welfare benefit service plan is found to be incomplete, inaccurate, or fraudulent.

The employee shall be financially responsible for any increased cost of covering his/her domestic partner that exceeds the District contribution allowance set forth in Article 21, "Fringe Benefits".

I. Unit members who retire from the district and choose to serve as a day to day substitute will be compensated at 200% of the substitute daily rate.

ARTICLE 27 - MISCELLANEOUS

A. Within thirty (30) days of Agreement ratification, the District shall have sufficient copies prepared and delivered to the Association for distribution to each teacher.

B. The District shall not predicate any adverse action upon a teacher's personal activities, providing that such activities are not felonious or do not occur during working hours, on school district property, or during school activities.

C. Telephone services in a non-public location shall be made available to teachers for their use at no toll cost to the District, except for school-related activities and as further permitted in District Policy.

ARTICLE 28 - SAVINGS

A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be null and void except to the extent permitted by law, but all other provisions will continue in full force and effect.

B. Should a provision or application be null and void, as described above, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provisions affected.

ARTICLE 29 - DURATION

A. This Agreement shall be effective upon ratification by both parties. It begins on July 1, 2026 and continues until June 30, 2028.

B. The parties agree that this completes all contract negotiations for the 2026-2027 and 2027-2028 school years except that both parties may open up to two non-economic articles for 2027-2028.

APPENDIX A

INTEREST BASED BARGAINING

A. The District and Association agree to implement Interest Based Bargaining (IBB).

B. 1. The parties agree to set up a committee to review providers/trainers of IBB.

2. The committee shall include three (3) representatives designated by the Association and three (3) representatives designated by the District.

C. Committee to begin within fifteen (15) days following ratification by both parties.

D. Necessary costs/fees of this committee will be paid by the District.

APPENDIX B
FRINGE BENEFIT OPTIONS

2026-2027 Fringe Benefit Options & Rates

**FTE = Full time equivalent

District Monthly Allowances:	1.0 FTE	.75 FTE	.5 FTE
Employee Groups:			
ATU (Transportation)	$818	$613.50	$409
Confidential	$814		
CSEA (Classified)	$849	$636.75	$424.50
DCTA (Certificated)	$823.67		$411.84
Management/Board Members	$809		

To determine your monthly out of pocket amount:
combine all plan costs (-) your monthly district allowance (=) total monthly cost

Health plans

Kaiser (optical not included in high deductible plan)				
Kaiser HMO w/Chiro & Optical	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	$1,283	$2,566	$1,951	$3,015
Kaiser DHMO w/Chiro & Optical				
DHMO	$1,173	$2,345	$1,782	$2,755
Kaiser High Deductible Plan w/HSA				
($2,000/$4,000)	$922	$1,844	$1,402	$2,167
Kaiser High Deductible Plan w/HSA				
($3,000/$6,000)	$790	$1,580	$1,201	$1,857

Sutter Health Plan (optical not included)				
Sutter Health Plus HMO	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	$1,265	$2,529	$1,921	$2,972
Sutter Health Plus DHMO				
DHMO	$1,011	$2,022	$1,536	$2,376
High Deductible HMO w/HSA				
($1750/$3500)	$944	$1,887	$1,433	$2,216
High Deductible HMO w/HSA				
($2,500/$5,000)	$836	$1,671	$1,269	$1,962

Western Health Advantage (optical not included)				
Western Health Advantage	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO Advantage	$1,010	$2,020	$1,536	$2,374
Western Health Advantage				
DHMO	$777	$1,554	$1,181	$1,826
High Deductible HMO w/HSA				
($1,800/$3,600)	$738	$1,475	$1,121	$1,733
High Deductible HMO w/HSA				
($2,800/$5,600)	$640	$1,280	$973	$1,504

Delta Dental

ATU, CSEA, DCTA, Management/Board employee groups	Emp + Family
Delta Dental DEL 1B (for all eligible dependents) $2,000 max/per person per calendar year w/50% ortho	$125.75
Confidential employee group	Emp + Family
Delta Dental DEL 2B (for all eligible dependents) $2,000 max/per person per calendar year	$112.50

Personify Indemnity Dental

ATU, CSEA, Confidential, DCTA, Management/Board employee groups	Emp + Family
Dental Indemnity w/ 50% ortho $2500 Max	$150.00

Vision Service Plan

ATU, Confidential, DCTA, Management/Board employee groups	Emp + Family
VSP (for all eligible dependents)*	$22.70
CSEA employee group	Emp + Family
VSP (for all eligible dependents)* ***At your own expense if selecting Kaiser HMO**	$27.40

APPENDIX C

Dry Creek Joint Elementary School District
Teacher Annual Salary Schedule
2026-27

	A	B	C	D	E
	BA	BA + 30	BA + 45	BA + 60	BA + 75
1	61,566	64,492	67,557	70,765	74,126
2	61,566	64,492	67,557	70,765	74,126
3	61,566	64,492	67,557	70,765	74,126
4	64,492	67,557	70,765	74,126	77,648
5	67,557	70,765	74,126	77,648	81,338
6	70,765	74,126	77,648	81,338	85,197
7	70,765	77,648	81,338	85,197	89,242
8	70,765	81,338	85,197	89,242	93,483
9	70,765	81,338	89,242	93,483	97,925
10	70,765	81,338	93,483	97,925	102,577
11	70,765	81,338	93,483	102,577	107,450
12	70,765	81,338	93,483	107,450	112,551
13	70,765	81,338	93,483	107,450	112,551
14	70,765	81,338	93,483	107,450	112,551
15	70,765	81,338	93,483	107,450	112,551
16	70,765	81,338	93,483	111,547	118,702
17	70,765	81,338	93,483	111,547	118,702
18	70,765	81,338	93,483	111,547	118,702
19	70,765	81,338	93,483	111,547	118,702
20	70,765	81,338	93,483	115,649	124,855
21	70,765	81,338	93,483	115,649	124,855
22	70,765	81,338	93,483	115,649	124,855
23	70,765	81,338	93,483	115,649	124,855
24	70,765	81,338	93,483	119,749	131,007

Work Year:		185
Annual Masters Degree Stipend:	$	1,000.00
Annual Special Education Teacher Stipend:	$	2,000.00
HW Annual	$	9,884.00
HW Monthly	$	823.67

Longevity after completion of 19 years of District certificated service = $2,250 pro

Board Approved: 10/8/26

Hourly (A1 / 185 / 7) = $ 47.54

APPENDIX C

Dry Creek Joint Elementary School District
Psychologist, Mental Health Clinician, Social Worker
Annual Salary Schedule
2026-27

	A	B	C	D	E			
	BA	**BA + 30**	**BA + 45**	**BA + 60**	**BA + 75**			
1	106,718	106,718	106,718	111,793	117,101			
2	106,718	106,718	106,718	117,101	122,666			
3	106,718	106,718	106,718	122,666	128,490			
4	106,718	106,718	106,718	122,666	128,490	**F**	**G**	**H**
5	106,718	106,718	106,718	122,666	128,490	**+9 Units**	**+9 Units**	**+9 Units**
6	106,718	106,718	106,718	122,666	128,490		**(+18 Units)**	**(+27 Units)**
7	106,718	106,718	106,718	127,347	133,174	135,513		
8	106,718	106,718	106,718	127,347	133,174	135,513		
9	106,718	106,718	106,718	127,347	133,174	135,513		
10	106,718	106,718	106,718	127,347	133,174	135,513		
11	106,718	106,718	106,718	132,029	137,856	140,196	142,535	
12	106,718	106,718	106,718	132,029	137,856	140,196	142,535	
13	106,718	106,718	106,718	132,029	137,856	140,196	142,535	
14	106,718	106,718	106,718	132,029	137,856	140,196	142,535	
15	106,718	106,718	106,718	136,708	142,535	144,878	147,219	149,560

Work Year:		192
Annual Masters Degree Stipend:	$	1,000.00
HW Annual:	$	9,884.00
HW Monthly:	$	823.67

Longevity after completion of 19 years of District certificated service = $2,250 prorated per full time equivalency

Board Approved: 10/8/26

Houlry (A1 / 192 /7) = $ 79.40

APPENDIX C

Dry Creek Joint Elementary School District
Nurse Annual Salary Schedule
2026-27

	A	B	C	D	E			
	BA	**BA + 30**	**BA + 45**	**BA + 60**	**BA + 75**			
1	97,020	97,020	97,020	101,629	106,456			
2	97,020	97,020	97,020	106,456	111,516			
3	97,020	97,020	97,020	111,516	116,810			
4	97,020	97,020	97,020	111,516	116,810	**F**	**G**	**H**
5	97,020	97,020	97,020	111,516	116,810	**+9 Units**	**+9 Units**	**+9 Units**
6	97,020	97,020	97,020	111,516	116,810		**(+18 Units)**	**(+27 Units)**
7	97,020	97,020	97,020	115,769	121,067	123,193		
8	97,020	97,020	97,020	115,769	121,067	123,193		
9	97,020	97,020	97,020	115,769	121,067	123,193		
10	97,020	97,020	97,020	115,769	121,067	123,193		
11	97,020	97,020	97,020	120,025	125,322	127,449	129,578	
12	97,020	97,020	97,020	120,025	125,322	127,449	129,578	
13	97,020	97,020	97,020	120,025	125,322	127,449	129,578	
14	97,020	97,020	97,020	120,025	125,322	127,449	129,578	
15	97,020	97,020	97,020	124,280	129,578	131,707	133,837	135,964

Work Year:		192
Annual Masters Degree Stipend:	$	1,000.00
HW Annual:	$	9,884.00
HW Monthly:	$	823.67

Longevity after completion of 19 years of District certificated service = $2,250 prorated per full time equivalency

Board Approved: 10/8/26

Houlry (A1 / 192 /7): $ 72.19

APPENDIX C

Dry Creek Joint Elementary School District
Speech Therapist Annual Salary Schedule
2026-27

	A	B	C	D	E			
	BA	**BA + 30**	**BA + 45**	**BA + 60**	**BA + 75**			
1	93,483	93,483	93,483	97,925	102,576			
2	93,483	93,483	93,483	102,576	107,450			
3	93,483	93,483	93,483	107,450	112,551			
4	93,483	93,483	93,483	107,450	112,551	**F**	**G**	**H**
5	93,483	93,483	93,483	107,450	112,551	**+9 Units**	**+9 Units**	**+9 Units**
6	93,483	93,483	93,483	107,450	112,551		**(+18 Units)**	**(+27 Units)**
7	93,483	93,483	93,483	111,547	116,654	118,701		
8	93,483	93,483	93,483	111,547	116,654	118,701		
9	93,483	93,483	93,483	111,547	116,654	118,701		
10	93,483	93,483	93,483	111,547	116,654	118,701		
11	93,483	93,483	93,483	115,649	120,755	122,803	124,855	
12	93,483	93,483	93,483	115,649	120,755	122,803	124,855	
13	93,483	93,483	93,483	115,649	120,755	122,803	124,855	
14	93,483	93,483	93,483	115,649	120,755	122,803	124,855	
15	93,483	93,483	93,483	119,749	124,855	126,904	128,958	131,007

Work Year:		185
Annual Masters Degree Stipend:	$	1,000.00
HW Annual:	$	9,884.00
HW Monthly:	$	823.67

Longevity after completion of 19 years of District certificated service = $2,250 prorated per full time equivalency

Board Approved: 10/8/26

Houlry (A1 / 185 / 7): $ 72.19

APPENDIX D

EXTRA COMPENSATION PAY
(Voluntary)

A. Activities

Site Administrator will determine number of positions available based on site needs. One (1) teacher may be hired for one (1) or more positions. Stipends may be split at the discretion of administration.

Elementary

Conflict Manager	$578.81
Grade Level Leader	$752.46 *6 at each site*
Safety Patrol	$578.81

Middle School

Athletic Director	$3,472.88 *Total each site*
Band	$2,025.85
Coach *(including Cheerleading)*	$1,447.04
An additional $220.05 will be paid to coaches (including cheerleading) whose seasons run during the November and April vacation times.	
Department Chair	$926.10
Additional $16.55 per trimester per Section within the Department not taught by Department Chair	
Grade Level Leader	$578.81
Promotion Coordinator	$926.10
Yearbook Advisor	$2,315.25

Middle School & Elementary

Activity Coordinator	$115.76
CADRE	$578.81
Choral	$1,389.15
Club Advisor	$694.58
Drama	$1,157.63
English Learner Site Support	$441.00
Plus additional $21 per EL student per site based on current year Fall 1 Census Day. *Stipend may be split at the discretion of administration.* *Example: 2013-2014 calculation uses 2013 Fall 1 Census Day English Learner counts.*	
BTSA/GATE	
Paid with categorical funds and negotiated within the program	
PBIS Leader *(1 per school)*	$1,000.00 **(Begins 2027-2028 school year)**
School wide Contest Coordinator	$231.53
Student Council/Elementary	$694.58
Student Council/Middle School	$868.22
Student Success Team	$2,951.95*
504 Coordinator	$2,000.00 **(Ends 2026-2027 school year)**
504 Coordinator (1-9 students)	$1,000.00 **(Begins 2027-2028 school year)**
504 Coordinator (10-15 students)	$1,500.00 **(Begins 2027-2028 school year)**
504 Coordinator (16+ students)	$2,000.00 **(Begins 2027-2028 school year)**
TAC *(1 per school)*	$1,157.63

*Schools under 400 will be allocated .5 of these stipends

B. One (1) Time Events

Site Administrator will determine number of positions available based on site needs.

School wide Contest Coordinator (MS and EL) $231.53
Contest may include, but not be limited to, Science Fair, Spelling Bee, and Geography Bee.

Activity Coordinator (MS and EL) $115.76
The activity shall take place beyond the workday. Activities may include, but not be limited to, Math Night, Language Arts Extravaganza and Science Night.

C. Hourly

Program Supervisor will determine number of positions available based on program needs.

Hourly rate for following positions will be calculated based on Column A, Step 1 of the current contract. Paid program planning time will be determined by Program Supervisor and Teacher.

2026-2027 Column A/Step 1 ÷ 185 days ÷ 7 hours = $47.54

2026-2027 Hourly rate for the following positions shall be **$47.54**

Intersession
Home Teaching
Tutoring Programs
Extended Year
Detention
Saturday School

APPENDIX E

DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
TIMELINE FOR
CERTIFICATED EMPLOYEES EVALUATIONS

No later than October 1st:
Notification of teachers to be evaluated during the school year.

No later than October 1st:
Attend evaluation orientation meeting.
No later than November 1st:
Attend Goal Setting Conference and complete Goal Setting Conference Form and Attachment at meeting or prior to the meeting.
Classroom Demographic Profile Form completed prior to conference.

Five (5) working days before the observation (unless agreed upon by both parties):
Write up Instructional Plan and Reflection Form prior to or during Pre-observation Conference.
Meet with Evaluator for Pre-observation Conference to review lesson.

Observation by Evaluator

(1st by December 15th, 2nd by March 1st)
Collection of evidence based on California Standards for the Teaching Profession (CSTP)

Review student evidence (work) and reflection of lesson. Write an Instructional Plan and Reflection Form.

Within five (5) working days of Observation (unless agreed upon by both parties):
Post-observation Conference. The teacher and administrator will review evidence and discuss the Observation at the Post-observation Conference. The administrator will complete the Formal Classroom Observation Form and give it to the teacher within five (5) working days of the Post-observation Conference.

Within 40 calendar days before the end of the teacher's school year:
Summary Evaluation Conference
Discuss Reflection Form for the year and Summary Evaluation Report. Summary Evaluation Report will be given to the teacher within ten (10) working days after the Summary Evaluation Conference.

After each evaluation the Formal Classroom Observation Form and the Summary Evaluation Report will be placed in the teacher's Personnel File.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL LEARNING COMMUNITIES

To: Mona DeArcos, DCTA President

From: Jim Ferguson, Assistant Superintendent, Administrative Services

Date: October 27, 2023

Subject: Memorandum of Understanding-Implementation of PLC Meetings

This Memorandum of Understanding is to acknowledge the one year agreement between the Dry Creek Teachers Association and Dry Creek Joint Elementary School District regarding the implementation of Professional Learning Community (PLC) meetings.

For the purposes of developing and further implementing PLC's, schools shall dismiss students in grades TK through 8th at least fifty (50) minutes early on Mondays during the 2024-2025 school year. This will result in approximately twenty-six (26) PLC early release days during the 2024-2025 school year as indicated on the 2024-2025 Academic Calendar.

Together, the District and DCTA shall adhere to these Professional Learning Community guiding principles to reflect best practices in implementing PLC early release time:

- The purpose of our schools is to see to it that all students learn at high levels, and the future of our students depends upon our success in achieving that purpose.
- We cannot help all students learn at high levels if we work in isolation. We must build a collaborative culture and engage in a collective effort to achieve our purpose.
- We will not know if we are helping all students learn unless we focus on results and use evidence of student learning as part of a continuous improvement process.

To that end, administrators and teaching teams will use PLC release time to perform the following functions, including but not limited to: 1) establishing a guaranteed and viable curriculum, unit by unit, 2) monitoring student learning on an ongoing basis through team developed common formative assessments, and 3) using the results of common assessments to improve professional practice, identify concerns regarding student achievement, and identify students needing intervention or enrichment.

The timing of the 50 (fifty) minute PLC early release meetings will occur at a reasonable time after dismissal of students so that the meeting will end by the conclusion of the 7 (seven) hour work day. It is understood by both the District and DCTA, that staff/faculty meetings will be moved to Mondays which may commence directly after PLC meetings.

Article 5 section A.3 of the agreement between the District and DCTA shall be implemented for the 2024-2025 school year as follows: The classroom teacher shall report twenty-five (25) minutes before his/her class/period and ~~remain thirty(30) minutes after the end of his/her last class/period~~ remain until the completion of his/her seven (7) hour work day.

PLC meetings that precede the reporting of grades (Progress Reports/Report Cards) shall be designated for grading and reporting purposes. This is equivalent to no more than six (6) PLC meetings during the academic calendar year.

It is understood by both the District and DCTA that, in accordance with Article 5 section E of the DCTA Agreement, PLC early release time will not be scheduled by site or District administration to extend beyond the seven (7) hour workday during designated "meeting free" weeks. The classroom teachers, at their own discretion, may extend the PLC meeting beyond the seven (7) hour workday during "meeting free" weeks.

Article 5, Section E.7 of the DCTA Agreement shall be implemented for the 2024-2025 school year as follows: Site administration shall provide four (4) weeks per trimester free of site meetings (Faculty, Grade Level, Track, Department).

In an effort to maintain consistency with the Middle School sports program, it is understood by the District that coaches, under the direction of the site administration, may conduct practices or games directly after student dismissal.

In order to implement PLC early release time, both parties agree to develop an agreed upon academic/work calendar for 2024-2025. It is understood this calendar is subject to approval by the Board of Trustees. Both parties agree to discuss the effectiveness of the implementation of PLC early release time at approximately the midpoint of the 2024-2025 school year.

Nothing in this Memorandum of Understanding shall constitute or create a past practice or be deemed precedential in any manner whatsoever or in future bargaining manners.

Please sign and return this memorandum to my office to acknowledge receipt and agreement that the District will be implementing PLC early release time during the course of the 2024-2025 school year.

Mona DeArcos DCTA President	Date
Jim Ferguson Assistant Superintendent, Administrative Services Dry Creek Joint Elementary School District	10/27/23 Date

APPENDIX F

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL LEARNING COMMUNITIES

To: Mona DeArcos, DCTA President

From: Jim Ferguson, Assistant Superintendent, Administrative Services

Date: October 16, 2024

Subject: Memorandum of Understanding-Implementation of PLC Meetings

This Memorandum of Understanding is to acknowledge the one year agreement between the Dry Creek Teachers Association and Dry Creek Joint Elementary School District regarding the implementation of Professional Learning Community (PLC) meetings.

For the purposes of developing and further implementing PLC's, schools shall dismiss students in grades TK through 8th at least fifty (50) minutes early on Mondays during the 2025-2026 school year. This will result in approximately thirty-one (31) PLC early release days during the 2025-2026 school year as indicated on the 2025-2026 Academic Calendar.

Together, the District and DCTA shall adhere to these Professional Learning Community guiding principles to reflect best practices in implementing PLC early release time:

- The purpose of our schools is to see to it that all students learn at high levels, and the future of our students depends upon our success in achieving that purpose.
- We cannot help all students learn at high levels if we work in isolation. We must build a collaborative culture and engage in a collective effort to achieve our purpose.
- We will not know if we are helping all students learn unless we focus on results and use evidence of student learning as part of a continuous improvement process.

To that end, administrators and teaching teams will use PLC release time to perform the following functions, including but not limited to: 1) establishing a guaranteed and viable curriculum, unit by unit, 2) monitoring student learning on an ongoing basis through team developed common formative assessments, and 3) using the results of common assessments to improve professional practice, identify concerns regarding student achievement, and identify students needing intervention or enrichment.

The timing of the 50 (fifty) minute PLC early release meetings will occur at a reasonable time after dismissal of students so that the meeting will end by the conclusion of the 7 (seven) hour work day. It is understood by both the District and DCTA, that staff/faculty meetings will be moved to Mondays which may commence directly after PLC meetings.

Article 5 section A.3 of the agreement between the District and DCTA shall be implemented for the 2025-2026 school year as follows: The classroom teacher shall report twenty-five (25) minutes before his/her class/period and ~~remain thirty(30) minutes after the end of his/her last class/period~~ remain until the completion of his/her seven (7) hour work day.

PLC meetings that precede the reporting of grades (Progress Reports/Report Cards) shall be designated for grading and reporting purposes. This is equivalent to no more than six (6) PLC meetings during the academic calendar year.

It is understood by both the District and DCTA that, in accordance with Article 5 section E of the DCTA Agreement, PLC early release time will not be scheduled by site or District administration to extend beyond the seven (7) hour workday during designated "meeting free" weeks. The classroom teachers, at their own discretion, may extend the PLC meeting beyond the seven (7) hour workday during "meeting free" weeks.

Article 5, Section E.7 of the DCTA Agreement shall be implemented for the 2025-2026 school year as follows: Site administration shall provide four (4) weeks per trimester free of site meetings (Faculty, Grade Level, Track, Department).

In an effort to maintain consistency with the Middle School sports program, it is understood by the District that coaches, under the direction of the site administration, may conduct practices or games directly after student dismissal.

In order to implement PLC early release time, both parties agree to develop an agreed upon academic/work calendar for 2025-2026. It is understood this calendar is subject to approval by the Board of Trustees. Both parties agree to discuss the effectiveness of the implementation of PLC early release time at approximately the midpoint of the 2025-2026 school year.

Nothing in this Memorandum of Understanding shall constitute or create a past practice or be deemed precedential in any manner whatsoever or in future bargaining manners.

Please sign and return this memorandum to my office to acknowledge receipt and agreement that the District will be implementing PLC early release time during the course of the 2025-2026 school year.

Mona L. DeArcos — 10/16/24

Mona DeArcos
DCTA President

Date

10/16/24

Jim Ferguson
Assistant Superintendent, Administrative Services
Dry Creek Joint Elementary School District

Date