DESERT SANDS UNIFIED SCHOOL DISTRICT

Agreement Between Desert Sands Unified School District and Desert Sands Teachers Association

July 01, 2025 - June 30, 2028

DSTA
Desert Sands Teachers Association

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AGREEMENT

The DESERT SANDS UNIFIED SCHOOL DISTRICT (District) and the DESERT SANDS TEACHERS ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (Association), having met and negotiated in good faith, hereby agree as follows:

ARTICLE 1

RECOGNITION

The Desert Sands Unified School District recognizes the Desert Sands Teachers Association/California Teachers Association/National Education Association as the exclusive representative for purposes of the Rodda Act (Government Code section 3540, et seq. Title 1, Division 4, Chapter 10.7) for the employees in the appropriate bargaining unit comprised of the following positions:

Teachers (including Teachers on Special Assignment, Instructional Coaches, Project Facilitators, Project Teachers and other teachers paid on the DSTA salary schedule that do not have a regular classroom assignment), grades K-12 and Early Childhood Education; School Nurses; Librarians; Counselors and Speech Pathologists and excluding all other positions not designated, including but not limited to the following:

Superintendent; Assistant Superintendents; Directors; District Officers, Program Specialists; District Psychologists; Coordinators; School Principals; Assistant Principals; Deans; and daily at-will Substitute Teachers.

The District has grown to where the utilization and assignments for many of its teachers spans a number of responsibilities other than direct classroom teacher (e.g., Induction mentor, PAR Consulting Teacher, Project Teacher, Instructional Coach, Project Facilitator, Reading Coach, etc.). It is anticipated that teachers assigned such responsibilities will fulfill them professionally. The assigned and required responsibilities will not include duties and responsibilities which would make the teacher a "supervisory employee" within the meaning of Government Code section 3540.1, subdivision (m).[1] If the Association wishes to protest any such assignment, it shall first meet with the Assistant Superintendent, Personnel Services; if not satisfied, the Association may then take the matter before the Public Employment Relations Board. Such matters are specifically excluded from the contractual grievance/arbitration procedures of this Agreement.

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1 [For purposes of information only, Government Code Section 3540.1, subdivision (m) reads as follows: " 'Supervisory employee' means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment."]

ARTICLE 2

DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board of Education retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific terms of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Released Time:

Effective as soon as the District can arrange for appropriate coverage, and in each subsequent year thereafter during which this arrangement is in effect, the Association President shall be released on up to a full-time basis during the time he or she is otherwise regularly scheduled to work. The Association shall reimburse the District therefore in an amount equal to 50% of the total annual cost of a full-time classroom teacher placed at Step 4, Column D of the teachers' annual salary schedule. The phrase "annual cost" includes salary, health and welfare benefits, STRS contributions and all other payments made to or on behalf of the employee as a direct function of the employee's salary (examples include, but are not limited to, Worker's Compensation, Unemployment Insurance, Medicare, etc.). The Association shall reimburse the District for the applicable amounts described herein in ten (10) equal monthly installments payable on the last working days of the months September through June inclusive. In the event of a retroactive salary adjustment during the school year, the Association shall be required to pay the increased amount. The Association may also have an additional forty-five (45) days released time for representatives designated by the president for Association business. The Association will reimburse the District up to 50% of each day (partial or whole) of the total daily cost (inclusive of statutory costs) of a full-time classroom teacher placed at Step 4, Column D of the teachers' annual salary schedule. In the event of a retroactive salary adjustment during the school year, the Association shall be required to pay the increased amount.

The president will have the right to return to their school site and assignment after serving a two-year term provided the assignment still exists. If the term is extended, the return right will be only to the same school site if a vacancy within the credential area at the site exists. In the event of no vacancy at that site, the president will submit a list of not less than four (4) preferences for district wide vacant positions within the credential area and the Assistant Superintendent, Personnel Services will place the person at a site on the preference list.

3.2 Subject to reasonable rules and regulations, the Association shall have the right to use school buildings and facilities for Association activities only outside established work time, except when all the following conditions have been met:

3.2.1 An authorized representative of the Association has advance permission from the Superintendent or their designee regarding the specific time, place, and type of activity to be conducted on District property; or, in the case of meetings held in school buildings for on-site bargaining unit members, the principal or their designee may grant such permission.

3.2.2 The Superintendent or their designee has verified that the proposed Association activities and use of facilities will not interfere with or interrupt school or District programs and/or the performance of the employment duties of unit members or District employees, and

3.2.3 Will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with an Association representative.

3.3 The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.

3.4 The Association shall have the right to post notices with an appropriate Association identification and regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school in areas frequented by teachers. The Association may use the District

mail services and teacher mailboxes for communications to teachers. Bargaining unit members may not use the District e-mail system for mass mailings. The Association may use the District e-mail for the limited purpose of announcing and notifying members of Association meetings, submitting the agendas for such meetings, and for announcing Association elections, the dates and voting procedures. District mail and e-mail shall not be utilized for the purposes prohibited by Education Code section 7054. Copies of Association material posted or distributed for general Association information shall be mailed to the Superintendent at the time the information is posted and/or distributed.

3.5 The Association will not post or distribute information which Association representatives know to be or have reason to believe is false or defamatory. District management may immediately remove such materials from posting or circulation. District management will notify the DSTA site representative when this action is taken.

3.6 Two complete Board packets and agendas will be made available to DSTA.

The District agrees that every reasonable effort will be made to deliver a packet to the President of the Association no later than the Friday preceding the Board of Education meeting.

The remaining packet and agendas shall be provided in advance of the Board meeting and delivered through the school mail at the same time and in the same manner as provided to other recipients except for the Board itself, the Superintendent, and the Assistant Superintendents.

3.7 <u>Association Membership/Dues:</u>

3.7.1 The Association shall notify the District when bargaining unit members have applied for Association membership, for the purpose authorizing deduction of unified membership due and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the Association.

3.7.2 The District shall not deduct money specifically earmarked for NEA/PAC unless such deduction is affirmatively, separately, and specifically authorized in writing by the unit member.

3.7.3 The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation; and, shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried, or appealed.

3.8 The District shall provide at least 10 days notice to the Association of any scheduled group orientation for new unit members and, during this orientation, permit the Association a minimum of 30 minutes to address the new unit members.

3.8.1 Except for extenuating circumstances, the district shall provide 10 calendar days notice to the Association of any mid-year orientation for new unit members and, during this orientation, provide the unit member the Association benefits packet and contact information.

3.9 New Bargaining Unit Member Information:

3.9.1 The following new bargaining unit member information shall be delivered to the Association president in an Excel file and hard copy, sorted by seniority date, no later than 30 days after the date of hire:

1. Name
2. Work Site
3. Grade Level/Assignment
4. Date of Hire
5. Full Time Equivalent (FTE) status
6. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
7. Type of credential (i.e. Clear, Preliminary, College Internship)

3.9.2 The District shall also provide, the following information, unless the unit member has opted out of sharing the information in writing:

1. Home address
2. Phone numbers - home and cellular
3. Person (non-District) email addresses

3.10 Bargaining Unit Information:

3.10.1 In addition, by September 1st, January 1st, and May 1st of each school year, the District shall make available to the Association president the following information in Excel format, for all unit members:

1. Name
2. Work Site
3. Grade Level/Assignment
4. Date of Hire
5. Full Time Equivalent (FTE) status
6. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
7. Type of credential (i.e. Clear, Preliminary, College Internship)
8. An indication of any Unit Members on Leave of Absence
9. An indication of whether the District is deducting dues for membership

3.10.2 The District shall also provide, the following information, unless the unit member has opted out of sharing the information in writing:

1. Home address
2. Phone numbers - home and cellular
3. Person (non-District) email addresses

ARTICLE 4

CURRICULUM COUNCIL

Any proposed changes in the District's definition of educational objectives, determination of course and curriculum content and selection of textbooks shall first be discussed by the Curriculum Council. In the event a Curriculum Council recommendation is amended by District management prior to being presented to the Board, a member of the Curriculum Council selected by the Association shall be notified at least one week in advance, and be entitled, upon request, to present to the Board the original recommendation and speak in support thereof.

The District shall, upon request, consult with the Association on the definition of educational objectives, the determination of the content of courses in the curriculum, and the selection of textbooks to the extent such matters are within the District's discretion under the law.

Faculty Representatives of Curriculum Council shall be elected to this position by the first contractual day in October of a new school year by their faculty. Absent such election, the Principal may appoint the representative or representatives. The District reserves the right to split the Curriculum Council into an elementary and secondary grouping.

ARTICLE 5

NONDISCRIMINATION

Neither the District nor the Association shall discriminate against any employee on the basis of race, color, handicap, religion, sex, national origin, sexual orientation, age (as provided by State and Federal law), gender or gender identification, marital status, nor on the basis of membership or lack of membership in an employee organization, nor participation in lawful employee activities, or refraining from participation in employee organization activities.

ARTICLE 6

HOURS OF EMPLOYMENT AND WORKING CONDITIONS

6.1 Hours of Employment:

6.1.1 Subject to the conditions and procedures below, individual school sites may change their school site schedules within the instructional day in ways which contradict and/or modify existing contract language. For the purpose of this article, school site schedules shall be defined as a change in annual instructional minutes, academic periods, and/or preparation time. This language applies to individual school sites. Schedule changes under this language shall not be considered as binding past practice or precedential for other school sites. Section 6.1.1 cannot be used to eliminate Structured Academic Support Time (SAST) as outlined in section 6.2 below.

1. The proposed schedule change will be reviewed by a joint committee containing four (4) representatives from the Association and four (4) representatives from the District. The joint committee will be responsible only for determining whether or not the proposed schedule modifies contract language and to ensure that instructional minutes mandates are met. In addition, the joint committee will ensure that teacher preparation times are considered.

2. Plans must be submitted by March 1st to the joint committee and the joint committee will complete the review process by March 15th. Such plans must be signed by the site administrator and at least 20% of the permanent bargaining unit employees at the site. In addition to the required 20%, probationary bargaining unit members may also sign the plan. A minimum of two (2) informational meetings must take place prior to securing the signatures of 20% of the permanent bargaining unit employees.

3. Affected employees are entitled to participate in the entire process without any undue pressure from any sources to either provide signatures or vote for or against the plan. Should a bargaining unit member feel that they have been exposed to undue pressure, he/she should contact either the DSTA President or the Assistant Superintendent, Personnel.

4. If the joint committee determines that the proposed schedule does not modify contract language and that instructional minutes both fall within required mandates and are not increased on an annualized basis, then the schedule may be implemented without a vote.

5. If the joint committee determines that the proposed schedule modifies contract language, the plan shall be voted upon by the site staff and must pass by securing approval of at least 67% of those eligible to vote, in accordance with the following:

    a. The site administrator shall prepare the ballot and present it to the DSTA Faculty Representative for review prior to the scheduled vote. Attached as Appendix F are recommended sample ballots which may be used as templates for voting. A detailed listing of each proposed new schedule shall be on display in the voting area.

b. Where a ballot includes more than one proposed new schedule, the ballot shall state that eligible voters may vote for only one option; ballots with more than one choice marked shall be invalid.

c. If a ballot contains more than one proposed new schedule and none receives 67% or more votes of those eligible to vote, the schedule with the highest number of votes shall be placed on a ballot for a second vote. If that proposed schedule receives the support of 67% or more of those eligible to vote, said schedule will be in effect for the ensuing school year; if the schedule fails to gain 67% support, then the schedule will remain unchanged.

Site votes must be completed by April 15 and the schedule published to site employees no later than May 1.

6. If the plan is approved by the required percentage, the plan will take effect for one year. The site shall vote again by April 1st of the implementation year. If approved by the required percentage, the plan will become permanent and not require additional yearly votes. Attached as part of Appendix F is a sample Voting Results Report which may be used by the site administrator and/or DSTA Faculty Representative. Notice of the vote results and a copy of the plan (schedule change) shall be filed with both the Association and the District.

7. All other terms and conditions under Article 6.1 apply.

8. The site vote process will be as follows:

a. The vote will be conducted by secret ballot. An equal number of representatives from DSTA and the District, not from the affected site, will conduct the election and count the ballots. DSTA representatives shall be appointed or approved by the DSTA president. District representatives shall be appointed or approved by the Assistant Superintendent of Personnel Services. The DSTA president and/or Assistant Superintendent of Personnel Services may be self-appointed to serve as a representative. The ballots shall be counted by the DSTA and the District representatives in the presence of a site administrator and one or more DSTA site representatives.

b. The date and schedule for the vote shall be mutually agreed upon by the DSTA and District representatives, in consultation and consideration of the voting school's calendar.

c. The maximum number of days to conduct the election will be two (2) days. Only those employees defined in Article 1 of the DSTA-DSUSD Collective Bargaining Agreement and currently assigned to the site at least 50% of the work week shall be allowed to vote. Employees who, as of the election date, have submitted a written notice of resignation or retirement, or have accepted a transfer to another site, shall not be eligible to vote.

d. During the voting period, affected employees are entitled to participate in the process without any undue pressure from any source to vote for or against the plan. Should a bargaining unit member feel that they have been exposed to undue pressure, they should contact either the DSTA President or the Assistant Superintendent, Personnel.

e. The District and Association encourage all affected staff to vote including unit members who are on an approved leave of absence.

9. All affected unit members will be notified on or before July 1, of changes in school site starting times, if any, for the ensuing school year: if, of necessity, the changes are implemented after July 1, affected unit members will be notified as soon as practicable.

6.1.2 The regularly scheduled full time unit member workday shall be seven hours and ten (10) minutes inclusive of a duty-free lunch period and preparation period(s), which the District will consider scheduling during the instructional day. In the event such day is extended for a faculty meeting, site faculty and administration may agree to compensating time off within the same or following week in lieu of compensation available under Article 6.1.9.1. The starting and ending times will be determined by the respective site administrators and faculty with due regard for the students' schedules**.** Unless directed otherwise by the principal, conference and preparation periods and the time before and after school will be used primarily for conferences, preparation, and/or student assistance. Pursuant to current practice, regularly scheduled preparation time for classroom teachers is as follows:

Grade Level	Time
ECE (Early Childhood Education)	120 minutes per week (including Fridays)
TK, K, 1, 2 & 3 (beginning the 2024-25 school year)	150 minutes per week
4-5	200 minutes per week
Elementary teachers w/single subject and/or combination classes	200 minutes per week
Secondary	The equivalent of one period per day

All elementary preparation periods shall be provided in segments of at least 30 minutes, which the District will consider scheduling during the instructional day, exclusive of minimum and/or alternate schedule dates.

The above times may be less under circumstances which include, but are not limited to, days or weeks when assemblies are scheduled, or in a week when a holiday or other non-work day occurs, minimum days (exclusive of parent conference days), testing periods, emergencies or other reasonably unforeseeable circumstances or pursuant to a one-seventh assignment or per language in 6.1.1 above.

Comprehensive High School site staffing allocations shall be increased by .33 FTE (Full Time Equivalent) to provide two (2) periods of a day of release time for High School ASB/Activity/Student Council Advisor; Continuation High School site staffing allocations shall be increased by .17 FTE to provide one (1) period a day of release time for High School ASB/Activity/Student Council Advisor.

Case Management Time

The unit members identified below who provide Specialized Academic Instruction to students with IEPs and who are responsible for assessing and/or evaluating students and providing direct services as listed on the student's IEPs, will be provided with the case management time listed below for tasks including

but not limited to service tracking, developing IEPs, scoring and analyzing standardized assessments, reviewing and analyzing informal assessments, student observations, IEP goal monitoring, and IEP compliance:

a. Elementary Special Day Class (SDC) and/or Resource Specialist Programs (RSP), Mild/Moderate or Moderate/Severe each receive a minimum of three (3) full days.

b. Secondary Specialized Academic Instruction (SAI) each receive a minimum of three (3) full days.

Unit members listed above, at their own discretion, shall be permitted to submit a timesheet in lieu of some or all of the minimum number of case-management time each school year and shall be compensated at the District's hourly rate. Unit members may request additional case-management time from their site administration, which may be granted at the sole discretion of the Administrator.

6.1.2.1 A minimum of fifty percent (50%) of designated non-instructional teacher work days shall be provided in no less than half-day increments to unit members to prepare their classroom prior to the start of the first date of instruction of the school year.

6.1.2.2 Secondary unit members who believe they have been assigned an unreasonable number of preps, should follow the protocols stated below:

1. First, address the issue with their site administrator;
2. Second, if the issue is not resolved, submit the concern to the Association Site Representative;
3. Third, if the issue is still not resolved, have the Association submit the concern to the Assistant Superintendent of Personnel for review and consideration.

6.1.3 During the term of this Agreement, the District will not increase instructional time without first notifying the Association and providing it an opportunity to meet and negotiate.

6.1.4 In the event of an emergency or other unforeseen circumstances or for justifiable reason, a unit member may request that the principal or their designee release them for a portion of the workday between the end of their last assigned/appointment or period and the end of the workday. The principal shall not unreasonably deny the request.

6.1.5 Unit members can be required to participate in no more than four (4) activities that go beyond the contracted work day such as open house/back-to-school night, graduation/promotion activities, and award ceremonies, not to exceed eight (8) hours per school year. After a unit member has completed four (4) events and/or eight (8) hours per school year they will be paid at the District's hourly rate pursuant to Article 13.20.1 (b) for each additional hour worked. By the end of the third full week of school each site principal shall provide the unit members at their site, and the DSTA President, a list of the dates and times for any known events related to this section. In addition to the above, two (2) weeks notice must be given prior to the first event of the year, or any event that is scheduled after the initial schedule is provided.

6.1.6.1 A school site duty committee shall be created at each school made up of the principal and one teacher representative from each grade level. Faculty representation shall be elected by the members of each grade level in the elementary schools (TK-5) and at large in the secondary schools (6-12). The committee should meet no later than May 31 of each year to discuss and develop a projected duty schedule for the following school year. Duty schedules shall be published within the first two weeks of the school year or semester and will take into account volunteer requests. As soon as practicable following date of agreement, the parties will prepare and distribute a joint memo reminding principals of their contractual obligations under this section; a copy of

6.1.6.1 - 6.1.6.4 shall be attached to or incorporated verbatim into the memo.

Each committee will be responsible for advising the site administrator concerning:

6.1.6.2 The determination of non-classroom duties which require supervision by certificated personnel.

6.1.6.3 The development of a fair and equitable duty schedule that takes into account volunteer requests made by teachers.

6.1.6.4 The publication of the duty schedule within the first two weeks of the school year. Each site committee shall also investigate the possible elimination of, or reduction, of non-classroom duties through the use of non-certificated personnel.

6.1.7 Only in cases of emergency, e.g. when a guest teacher is a no-show or a unit member must leave unexpectedly during the school workday shall teachers substitute during their planning periods, as assigned by the principal. Subject to the provisions of Section 13.22, if no guest teachers are available, the principal shall first ask for volunteers. If there are no volunteers, the principal shall then distribute said assignments equitably amongst the faculty. However, it shall be the responsibility of the principal to make every effort to obtain a regular guest teacher first. School counselors shall not be required to substitute except in emergency situations. The District will make every effort to limit the number of times a unit member is required to substitute.

6.1.8 Full-time unit members shall be entitled to one duty-free lunch period consisting of at least forty (40) consecutive minutes, exclusive of passing periods; unit members working less than full-time but five (5) hours or more shall receive a prorated lunch period. It is understood by the parties that, because of varying schedules and practices among the different schools, the length of the period may vary from school to school.

6.1.9 The management representative responsible for calling faculty meetings shall electronically distribute an agenda for the meeting at least one day prior to the date of the meeting unless such meeting is called on an emergency basis. If a majority of the faculty at a particular school wishes to place an additional matter on the agenda, they may do so by filing a written request with the Association's site representative.

6.1.9.1 There will be a maximum of two (2) hours per month for meetings beyond the contractual work day such as staff, Program Improvement, IEP, 504 and SST meetings (except Department Chairs as they are subject to a special assignment stipend). The meetings shall not exceed a total of one hour per meeting beyond the contractual day. If mandatory meetings exceed twelve (12) hours per school year beyond the contractual day, affected unit members shall be paid at the District's hourly rate pursuant to Article 13.20.1 (b) for each additional hour worked or be granted compensated time off for each additional hour worked.

6.1.9.2 Site administration shall give unit members at their site a schedule of required meetings per 6.1.9.1 by the end of the third full week of school. In the event there is a necessity to reschedule meetings or add additional meetings, unit members will be given written notice within forty-eight (48) hours of the scheduled meeting when possible.

6.1.10 Taking into account the input of the School Site Duty Committee and subject to modification for emergencies, leaves, etc., principals shall provide equitable duty schedules for certificated staff.

6.2 Structured Academic Support Time (SAST)

All school sites shall implement collaborative Structured Academic Support Time (SAST) to improve and increase student outcomes and instructional services for all students including high need students,

by providing a weekly late start/early release day. Student achievement and instructional services topics shall include, but not be limited to instruction, academics, assessment, student social/emotional wellness, student behavior, and attendance intervention. This will be accomplished through various district-wide programmatic and content based methodologies.

6.2.1 For each late start/early release day, the SAST program shall be structured monthly to include:

Two (2) weeks of District/Site Administration directed collaborative activities,

Two (2) weeks of Teacher directed collaborative activities, which are tied to increased or improved instructional services.

The District shall develop a standard district-wide SAST calendar for the following school year by the last day of school. Site administration in consultation with Association Site Leadership may submit site specific modifications to the SAST calendars. Modifications may only include the reordering of the designed weeks each month, as outlined by the district-wide SAST calendar. Modification shall be submitted to the Assistant Superintendent of Educational Services no later than the fifth instructional day of the school year. In the event of a 5th late start/early release day in any given month, the 5th will be for teacher directed SAST activities, which are tied to increased or improved instructional services.

In case of extenuating circumstances, site administration in consultation with Association Site Leadership, may modify the SAST calendar at any time with the approval of the Assistant Superintendent of Educational Services.

6.2.1.2 The key requirements of the SAST program shall include the following:

1. Collaboration, defined as whole site and/or small collaborative groups implementing cycles of inquiry around focused goals.
2. The goals will be suggested by the school site leadership team, and approved by the site Principal or designee. The site leadership team may meet with the site principal to offer input on potential site-level SAST meetings. The principal shall consider this input in scheduling site-level SAST meetings.
3. Principal and district directed SAST activities can be structured as a whole site, or in small group teams. The organization of the teams is also intended to be flexible and goal driven, and can change depending on topics.
4. All schools shall be required to participate
5. Meets applicable LCFF standards. Focus shall be on improving or increasing services for high need students
6. A list of topics shall be provided one day in advance to implement the SAST structure for each week described in section 6.2.1.1 above which demonstrate the collaborative activities tied to increased or improved instructional services. Administrators may require a bulleted agenda and/or short summary notes after each teacher-directed SAST meeting. On District/Site Administration designated weeks the list of topics shall be provided by the District and/or Site Administration. On Teacher designated weeks, the list of topics shall be provided by teachers. Examples of topics include, but are not limited to: Curriculum Modules, Career Tech Education, Advanced Placement/International Baccalaureate collaboration, best practice videos, AVID student performance portfolios, District directed PD initiatives, DSUSD Data Warehouse training, CAASPP online reporting, school-based data, intervention strategies, ELD implementation, implementation of site initiatives,

development of lesson plans, WASC preparation, examining student work, review assessment data, vertical articulation, interdisciplinary articulation.

7. Limit SAST days to Tuesday, Wednesday, or Thursday.

6.3 Jury Duty:

Jury duty procedures are as follows:

6.3.1 All unit members called for jury duty are not required to report for work prior to reporting for jury duty unless the start of their regular work day is two-and-one-half (2 1/2) hours or more prior to the time they are required to report for jury duty.

6.3.2 A unit member released from jury duty prior to the end of their regular workday shall report to their place of employment if more than one-and-one-half (1 1/2) hours of the workday remains.

6.4 Tandem Teaching:

A program of tandem teaching may be provided as follows:

6.4.1 One teaching assignment at a school site shall be shared by two teachers who volunteer to participate in the project.

6.4.2 Each teacher will mutually agree to share equally the assignment including instructional time, subject matter, co-curricular activities, and other assigned duties as required by the District.

6.4.3 Each teacher will be compensated at fifty percent (50%) of their placement on the certificated salary schedule, sick leave, and retirement. The District will contribute up to the equivalent of one (1) health and welfare benefit package for each tandem team of two (2) teachers. At the time the teachers agree to participate in a tandem teaching program, the teachers shall elect either (a) for both teachers to receive fifty percent (50%) of the benefit package (i.e. the District contributes one half of the benefit premiums for each teacher and the teachers contribute the other half of the benefit premiums through payroll deduction), or (b) for one teacher to waive their health and welfare benefits entirely and for the other teacher to receive the full (100%) benefit package.

6.4.4 In the event of a long-term absence of one tandem teacher, a long-term guest teacher will be employed on the shared basis.

6.4.5 Tandem teaching shall be a commitment for one complete school year. A teacher wishing to withdraw from tandem teaching shall process their request as provided in Article 8 of this Agreement.

6.4.6 Teachers who work eighty-five percent (85%) of their tandem teaching assignment during the school year shall be credited with one year's service for purpose of advancement on the salary schedule.

6.4.7 Probationary teachers new to the District, i.e., who have not already earned permanent status in DSUSD, shall not be assigned to a tandem teaching position. Probationary teachers assigned to a tandem teaching position (teachers who previously attained permanent status with the District) shall not be credited with a year of probationary service, i.e., towards permanent status, for the year or years served as a tandem teacher.

6.4.8 Site administration shall have the discretion to approve or disapprove implementation of a tandem teaching assignment at their particular site. The site administrator, upon request of affected teachers, shall give written educational related reasons for disapproving a particular request. The decision is not subject to the grievance arbitration clause but may be appealed to the Assistant Superintendent, Personnel.

6.5 Home/Hospital Instruction:

At the beginning of each school year, the District shall establish a list of teachers by site pre-approved for home/hospital instruction. If related service providers are needed for a student, volunteers shall be recruited first to provide services. If there is no volunteer, then administration may select someone to provide the services. If a unit member feels unsafe providing services in the home, the district will work collaboratively with the unit member to address the concern. Unit members who provide Home/Hospital services outside their duty day shall be compensated for mileage at the IRS rate and the District hourly rate.

6.6 Safety Conditions

6.6.1 The District shall make reasonable provisions for health and safety of unit members during working hours and shall review suspected unsafe conditions brought to the immediate supervisor's attention by unit members on the District Report of Unsafe Condition form, including suspected unsafe classroom conditions. The principal or designee shall respond in writing to the suspected unsafe condition within ten (10) work days. If the employee disagrees with the response provided by the principal or designee, the employee may advance the concern to the District safety committee.

6.6.2 Unit members shall comply with the District's reasonable regulations and directives designed to provide safe and healthy working conditions.

6.6.3 A District safety committee shall be established to meet regularly in accordance with the committee's duly adopted bylaws and shall recommend safety policies, accident prevention awareness methods, and safety credits. The committee shall evaluate the effectiveness of District health and safety programs. The committee shall consist of twelve (12) members with equal representation of DSTA members, CSEA members, and Administration, and one (1) alternate for each group.

6.6.4 Unit members shall report to their immediate supervisor or the Assistant Superintendent of Personnel or designee, any intimidation, assault or battery upon District employees or any threat of force or violence directed toward District employees at any time or place related to school activity or school attendance.

6.6.4.1 Notice of District-wide professional development training opportunities on instructional, social-emotional, and behavioral needs of students shall be provided to unit members.

6.6.5 Pupil Discipline

6.6.5.1 Each site shall develop a written procedure inclusive of the following areas:

1) Standards of expected student behavior
2) Handling of referrals
3) Handling of suspensions
4) Procedures for referrals to the Board for expulsion

6.6.5.2 All discipline referrals shall be processed according to the aforementioned procedure. The unit member who initiates the discipline referral may request and receive a copy of the referral disposition within a reasonable amount of time.

6.6.5.3 While observing the due process rights of students, any temporary removal of a student from their regular academic schedule for disciplinary reasons shall be in accordance with California Education Code 18 48900.5, 48910, and 48925.

With regard to Education Code 48910, a bargaining unit member may suspend for good cause, as defined in District policy, any pupil from such unit member's class for the day of the suspension and the day

following. The unit member shall immediately report the suspension to the principal of the school utilizing the form displayed in Appendix G and send the pupil to the principal or designee for appropriate action. Within the term of suspension, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or the parent or guardian so requests. The pupil shall not be returned to the class from which they were suspended, during the term of suspension, without the concurrence of the suspending unit member and the principal.

6.6.5.4 Student Placement: When a student's schedule/teacher is permanently changed for disciplinary reasons the receiving unit member shall be notified of the reason. The receiving unit member may request a conference with the principal or administrative designee regarding the student placement.

6.6.5.5 Injury or Damages Willfully Caused by Students: If a unit member is a victim of an assault committed willfully by a student of the school district, the unit member will report the incident to site administration and has the right to contact local law enforcement. Site administration will report the incident to local law enforcement pursuant to California Education Code 44014.

6.6.5.6 Pursuant to California Education Code 48904 and 48905, a unit member may request that the district pursue legal action against a pupil or the parent/guardian of the pupil who willfully injured or damaged the real or personal property.

6.7 Harassment/Hostile Work Environment

6.7.1 The district shall make reasonable provisions for unit members' freedom from harassment during working hours and shall review conditions brought to its attention.

6.7.2 No grievance may be filed alleging a violation of Article 6.7 until the School Board complaint procedures are exhausted.

6.8 Project Facilitators

In order to meet the educational needs of students, the District may create certificated bargaining unit positions to increase services and supports for students, staff and district. These positions will herein be referred to as Project Facilitators.

6.8.1 Project Facilitator positions will have a term assignment of up to four years so long as the position exists. A unit member that comes to the end of their term will be subject to transfer and reassignment pursuant to Article 8, Voluntary Transfer. After the initial 4-year term, a unit member may reapply for a Project Facilitator position again. If selected, the unit member will serve a term of assignment for an additional two years. A unit member may then reapply after each two year term. When a unit member who is displaced from a Project Facilitator position, the District shall use reasonable efforts to return the unit member to a similar position which they held prior to becoming a Project Facilitator.. An affected unit member may request a two (2) year extension of their assignment at any time, subject to administrative approval.

6.9 Principal Designee

6.9.1 Prior to the first day of school, when practicable, site principals will identify a unit member or members to serve as a site administrative designee(s), on a voluntary basis. Once selected, site principals will communicate the identified unit member(s) to the site staff and the DSTA President.

6.9.2 Administrative designees shall not be able to discipline other unit members or be involved in their evaluations.

6.10 Miscellaneous Duties

Special Education Case Manager may receive assistance, when requested, for coordinating the scheduling of IEP meetings, at the discretion of the principal.

ARTICLE 7

CALENDAR

7.1 Requests for minimum days over and above those already scheduled by the District may be initiated through the following procedures:

7.1.1 Joint faculty-principal decisions at the individual school buildings with request submitted to the Assistant Superintendent, Education at least one month in advance. The Assistant Superintendent, Personnel shall verify Education Code instructional minutes will be met.

7.1.2 Majority vote of the Curriculum Council if directly related to district wide curriculum proposals.

7.2 The Board may establish additional minimum student days as needed in the best interest of the District.

7.3 All requests initiated under 7.1 will be forwarded to the Board with the original request attached. Additional recommendations or argumentation may be attached in writing by the District's administration or DSTA executive board.

7.4 The Board will have the authority to allow or disallow the request for an additional day. The Board's decision shall be final and is specifically excluded from the grievance procedure.

7.5 The District and the Association will meet no later than the last work day prior to Winter Break of each year for the purpose of establishing a mutually agreed upon rolling two-year calendar period. The initial two-year calendar shall be submitted to the School Board no later than the last Board meeting in February in the prior school year, and the approved calendar distributed on or before March 1st of that same school year. Nothing herein shall be interpreted and applied to prevent the District from unilaterally adopting a teacher work calendar in the event such negotiations result in impasse, providing, however, that such adoption shall not preclude negotiations concerning wages and hours in the event the District adopts a calendar which contains more teacher work days than in the preceding year. Once the Board of Education has adopted, the District will not make changes in such calendar without first notifying the Association and providing it with an opportunity to respond.

ARTICLE 8

TRANSFER AND ASSIGNMENT

8.1 Definitions:

Transfer: A transfer is defined as a change by a bargaining unit member from one site to another within the District.

Reassignment: A reassignment is defined as a change by a unit member to a different grade level or subject area within the same site.

8.2 Involuntary Transfer:

8.2.1 District management may initiate the involuntary transfer of employees whenever such transfer is in the best interest of the District or of affected employees. The determination of "best interest" is a matter to be decided by District management and shall not be subject to the grievance procedure, unless an affected employee alleges that the transfer was punitive or arbitrary.

8.2.2 An employee affected by such a transfer shall be given notice thereof as soon as administratively practicable. Upon request by the employee, a conference will be held between the appropriate management person and the employee to discuss the reasons for the transfer.

8.2.3 When an involuntary transfer occurs, unit members receiving notice of the transfer, upon request to their immediate supervisor, shall have two (2) paid work days to prepare and organize their new classroom. If unit members elect to prepare and organize their new classroom outside of their normal work days, the District will pay unit members at their substitute daily rate not to exceed the equivalent of two (2) work days. The unit member may request one (1) additional day which is subject to approval from their site administrator.

8.3 Voluntary Transfer:

8.3.1 District management shall send via District email current and/or anticipated vacancies such lists shall be updated periodically at the time of posting on EdJoin.

8.3.2 The District may recruit outside the District for the purpose of filling the vacancy.

8.3.3 Requests for voluntary transfer may be filed with the district during the period the position is flown and internal applicants shall be guaranteed an interview. The District need not consider any requests for voluntary transfer unless such requests are addressed to specific vacancies.

8.3.4 District management shall select the most qualified applicant, based upon a review of the following criteria:

8.3.4.1 Qualifications for the vacancy, including grade level and/or subject area experience, appropriate credentials, ability to perform responsibilities of the vacant positions and any special qualifications for the vacant position.

8.3.4.2 Review of evaluations, personnel files, letters of recommendation and interviews.

8.3.4.3 Years of experience with DSUSD.

8.3.4.4 Legal requirements of the District. In relying on 8.3.4, the District shall make a reasonable effort to find a qualified replacement provided the unit member has been in their previous position for at least the two preceding years in permanent status. The concept of "legal requirements of the District" also incorporates the recently enacted provisions of Education Code Section 35036.

8.3.4.5 If the District at its discretion determines that more than one applicant is equally qualified to fill a vacancy, the internal applicant will be given preference.

8.3.5 When a request for a voluntary transfer is denied for reasons listed in 8.3.4.1 through 8.3.4.5 above, District management upon written request, shall provide unsuccessful applicants with a statement of reasons for denial.

8.3.6 The District shall retain request in an "active" file for no less than one year following date of receipt of the request.

8.3.7 Except for staffing new schools, the District will first utilize the voluntary transfer procedures of Section 8.3 for vacancies which are known by April 1 of the school year preceding the year in which the vacancy occurs. All unit members in permanent status who apply for such vacancies will be granted an interview.

8.3.8 For vacancies posted after the ninetieth (90th) instructional day of any given school year, the selected teacher shall be allowed to assume their new position and the District may fill the resulting vacancy with a temporary teacher for the remainder of the same school year.

8.4 Involuntary/Voluntary Reassignment:

8.4.1 Site management shall identify potential vacancies during the school year and notify faculty prior to those vacancies being posted by the District. Unit members at the site may volunteer for a change in assignment at the site. If the principal chooses from among volunteers or makes an involuntary reassignment, such reassignments shall be based on the criteria listed in 8.3.4.1 through the first sentence of 8.3.4.5.

8.4.2 If a unit member is to be reassigned at a site, the reassignment shall be based on justifiable educational and/or personnel reasons.

8.4.3 When an involuntary room change occurs a unit member, having received notice of such change, shall upon request to their principal, have one paid working day to effectuate the move through preparing and organizing their classroom environment. "Paid working day" is as defined in 8.2.3

8.5 Assignment Notification:

8.5.1 Site management will make every effort to provide initial assignments at least 15 days prior to the end of the school year.

ARTICLE 9

GRIEVANCE/ARBITRATION

9.1 Definitions:

9.1.1 Grievance: A grievance is an allegation by a unit member or the Association that the District has violated, misinterpreted or misapplied a specific provision or provisions of this agreement, and that by reason of such violation, misinterpretation or misapplication, the grievant's rights have been adversely affected.

Like grievances involving like facts may be consolidated and handled as one grievance providing the parties mutually agree that they are indeed like grievances involving like facts; in such event, the final determination shall apply to all grievants.

Except for Article 3 grievances, whenever the Association files a grievance, it must identify the specific employee or employees affected; the District need not process grievances which do not meet this requirement.

9.1.2 Working Day: Any day in which certificated unit members are scheduled to work based on the adopted District school year calendar. Whenever the word "day" is used in this Article it shall refer to a working day.

9.1.3 Supervisor: The site or district level administrator having immediate and direct supervisory responsibilities over the grievant.

9.1.4 Grievance Filing and Responses: The parties may utilize electronic communications and/or personal delivery to file, present, and/or respond to a grievance.

9.2 Procedure: Upon request, the grievant shall be entitled to representation by the Association at any or all steps of the grievance procedure. Where the grievant is not represented, the District shall not agree to final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

9.2.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.2.2 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next step of the grievance procedure.

9.3 Grievance Levels:

9.3.1 Informal Level: Before filing a formal written grievance, the grievant may attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Level I below.

9.3.2 Level I: No later than twenty (20) days following the act or omission giving rise to the grievance, or, no later than twenty (20) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing in an appropriate form to

the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

If the grievance involves conduct which is obviously outside the immediate supervisor's jurisdiction (e.g., salary schedule placement), the grievance may be initiated at Level II subject to the same time limitations which apply under 9.3.2.

9.3.3 Level II: If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within seven (7) days after presentation of the grievance, they may file the grievance in writing with the Assistant Superintendent, Personnel or their designee within ten (10) days after receipt of the Level I response or the date the Level I response was due, whichever is earlier.

The written grievance shall include a clear, concise statement of the grievance, the circumstances involved, the specific provisions of the agreement alleged to have been violated, misinterpreted or misapplied, the decision rendered at Level I, if any, and the specific remedy sought.
The Assistant Superintendent, Personnel or their designee shall communicate a decision in writing within ten (10) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within the above time limits.

9.3.4 Level III: If the grievant is not satisfied with the decision at Level II, or if no written decision has been rendered within ten (10) days after presentation of the grievance they may within ten (10) days appeal the decision on the appropriate form to the Superintendent or their designee.

The Superintendent or their designee shall communicate their decision in writing to the grievant within fifteen (15) days.

9.3.5 Level IV: If the grievant is not satisfied with the decision at Level III, or if no written decision has been rendered within fifteen (15) days after presentation of the grievance they may, within ten (10) days, submit the grievance to the Association. The Association shall have the exclusive authority to decide whether or not to request arbitration of the grievance. If the Association requests arbitration, it must do so within fifteen (15) days following receipt of the grievant request.

9.3.5.1 Within the time limits for appeal to Level IV, the District and the grievant, with the Association's approval, may, by mutual agreement, elect to submit the grievance to mediation to attempt to resolve the grievance by informal agreement prior to proceeding to Level IV. If there is agreement to submit the grievance to mediation, the parties shall contact the California State Conciliation Service and request that a mediator be appointed. A mediator must be appointed within twenty (20) days after the request to the California State Conciliation Service. The timeline for mediation shall be limited to six (6) hours of mediation. The parties may mutually agree in writing to extend this timeline. Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings unless otherwise agreed to by the parties in writing. If mediation does not satisfactorily resolve the grievance or exceeds the mediation timelines, the parties may proceed to arbitration.

9.3.6 Level IV: Arbitration:

Upon receipt of a request for arbitration, the Parties shall request the California Conciliation Service to supply a panel of seven (7) names. The Parties shall select the arbitrator from that panel by alternately crossing out names**.** The Association and District shall alternate the first strike. This procedure is not intended to preclude the Parties' mutually agreeing upon an arbitrator prior to requesting a panel from the above conciliation services. The parties may mutually agree to use expedited arbitration. The arbitration date will be scheduled no sooner than sixty calendar days from the filing for Level IV. This time period will be available if either party decides to request mediation.

9.3.6.1 As soon as possible after their selection, the arbitrator shall schedule a hearing wherein relevant testimony and documentary evidence may be introduced. The parties shall supply the arbitrator with a written submission of the issue or issues to be heard. If there is an issue of arbitrability, it shall first be presented to and decided by the arbitrator prior to a hearing and/or decision on the substantive merits.

9.3.6.2 The arbitrator's decision shall be final and binding upon the parties, shall be in writing and shall set forth their findings of fact, their reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement.

9.3.6.3 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. If the parties jointly request a transcript, they shall equally bear the cost thereof; otherwise the party requesting a transcript shall pay for it.

The parties intend that this grievance/arbitration clause be the exclusive procedure for resolving alleged violations, misinterpretations or misapplications of this Agreement. This does not preclude the parties from seeking to modify, vacate, or confirm the award pursuant to applicable Code of Civil Procedure sections. Judicial confirmation of the award is not a condition precedent to voluntarily complying with the award.

9.4 Miscellaneous:

The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association grievance representatives, subject to the following conditions:

9.4.1 The Association shall designate in writing to the Superintendent the names of unit members who are to receive the time off; changes shall be given to the Assistant Superintendent, Personnel in writing as they occur.

9.4.2 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.

9.4.3 That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person. Additional representatives may be added by mutual agreement.

9.4.4 Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

9.4.5 The parties intend that Level IV is automatically suspended upon the expiration date of the contract or any extension thereof and the Association has waived its right to insist otherwise. The only

exception is for grievances arising prior to the expiration date of the contract or any extension thereof. Now the Association no longer wishes to waive this right and therefore will produce case law for the district to review and to discuss possible resolution**.**

ARTICLE 10

NO STRIKE/NO LOCKOUT

The purpose of this clause is to provide for peaceful, harmonious, and uninterrupted services regardless of disputes which arise under this Agreement or outside the scope of this Agreement. Accordingly,

10.1 During the term of this Agreement and any agreed upon extension thereof, it is agreed and understood by the Association, its officers, agents, or members that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.

10.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action upon written notice to the Association, by delivery to any Association officer, in hand or otherwise.

10.3 It is understood that, in the event this Article is violated, the Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.

10.4 During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

ARTICLE 11

LEAVES OF ABSENCE

11.1 Personal Illness or Injury (Sick) Leave:

PLEASE NOTE: Sections 13.15 and 13.16 of this agreement provide as follows:

Credit for continuous service as defined above will be given for any one (1) year in which the employee worked seventy-five percent (75%) or more of the days school was in session.

Except as provided in Article 12, Evaluation Procedures, credit for advancement on the salary schedule shall be granted for any one (1) school year in which the employee rendered authorized paid service to the District for seventy-five percent (75%) or more of the days school was in session, exclusive of summer school. Only those days on which the employee is on authorized military leave, jury duty leave, authorized sabbatical leave, authorized conferences, or released time (pursuant to California's Government Code section 3543.1c) shall be credited toward the seventy-five percent (75%) requirement, in addition to authorized on-site service days actually worked.

11.1.1 Full-time unit members shall be entitled to ten (10) days' leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten days' leave as the number of hours per week or regularly scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

11.1.2 After all current and accrued leave is exhausted; additional nonaccumulated leave shall be available for a period not to exceed five school months pursuant to Education Code section 44977. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively. The benefit provided by this paragraph is available one time only for a single illness or injury: if a school year terminates before the five-month period is exhausted, however, the employee may take the balance of the five-month period in a subsequent school year.

11.1.3 If a unit member does not utilize the full amount of leave under paragraph 11.1.1, the amount not utilized shall be accumulated from year to year.

11.1.4 Employees returning to work from sick leave involving major surgery or illness or accident shall be required to present a doctor's release verifying medical permission to return to work with or without restrictions. District management may require a physician's or other verification that the employee was medically unable to work. The employee shall submit a report of absence, including verification if required, to the immediate supervisor within three days after the absence.

11.1.5 A unit member may not be allowed to return to work and may be placed on leave without pay if the immediate supervisor is not notified of the unit member’s intent to return to work at least two (2) hours prior to the beginning of the work day.

11.1.6 Catastrophic Sick Leave Bank:

11.1.6.1 To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a

probationary or permanent unit member must donate one (1) day of sick leave during the open enrollment period of its first year of operation and one day each year thereafter. If the total number of days in the Bank exceeds 1000 at the first of September of any year, members who have previously donated will be exempted from donations that year. New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

11.1.6.1.1 Sick leave day contributions will be authorized on the appropriate form and continue from year to year under the provisions addressed below until canceled by the unit member. No sick leave may be surrendered or drawn for purposes of summer school.

11.1.6.1.2 Following the initial enrollment, a unit member may only join the Sick Leave Bank during the annual open enrollment period during the month of September.

11.1.6.1.3 Unit members otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.

11.1.6.1.4 Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Section 11.1.1 above.

11.1.6.1.5 Subject to all terms and conditions herein, a permanent unit member may donate up to five (5) additional days per year, earmarked for a specifically named employee who is eligible to draw from the bank. If the sick leave day donations for specifically named unit members is refused by the Catastrophic Sick Leave Committee, the donation form will be returned to the donor and the sick leave days will not be deducted from the donor's sick leave account.

11.1.6.2 A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates a unit member for an extended period of time (in excess of sixty [60] consecutive calendar days) based upon competent medical evidence.

11.1.6.3 A unit member who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. Differential leave shall run consecutively after catastrophic leave. The District shall pay the unit member full pay and the Bank shall be charged one sick leave day. This shall not exceed the amounts allowed as maximum below.

Leave from this Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation leave, and their own paid leave.

The unit member will draw upon days from the sick bank first. The maximum number of work days allowed by one member, from the bank, for a single catastrophic injury/illness initially shall not exceed forty (40) work days. The unit member may request up to an additional forty (40) work days should the condition continue by filling an additional request for consideration by the Committee. Should additional catastrophic injury/illness days be needed, a member can request donation days from other members in the Bank up to a maximum of five (5) days, per Bank member. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association, and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

11.1.6.4 The unit member who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in Section 11.1.7.7). The Committee determines the unit member's eligibility to receive donated leave under this section. Upon request by the Committee, the unit member shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a unit member's right to

receive leave from the Bank.

11.1.6.5 A unit member who wishes to donate sick leave shall submit a "Certificated Sick Leave Bank Deposit" form with the Payroll Department. This form authorizes the donation to the Bank and the assignment of the leave to the Bank or a specified individual described in 11.1.7.1.5. No surrender or assignment shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the Committee.

11.1.6.6 A unit member who has submitted a request to donate sick leave, and a unit member who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each unit member agrees to indemnify and hold the Committee harmless from any claims, demands, or causes of action related to the donation.

11.1.6.7 No action taken by the Committee under this section shall be subject to the grievance procedure of this agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Desert Sands Teachers' Association (DSTA). A unit member dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided, may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request.

The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame. The Committee shall review timely matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it. The report shall be submitted to the District Board of Education as an information item.

The Committee shall be responsible for informing unit members of solicitation for donations earmarked for the Bank.

11.1.6.8 If any provision of this section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code section 44043.5.

11.2 Personal Necessity Leave:

11.2.1 Unit members may use up to seven (7) days' earned sick leave for personal necessity in any one school year. Personal necessity shall include:

11.2.1.1 Death or serious illness of a member of the unit member's immediate family;

11.2.1.2 An accident involving the unit member's person or property, or the person or property of the unit member's immediate family, provided it is of such severity or seriousness so as to require the unit member's immediate attention;

11.2.1.3 Imminent danger or threat of danger to the home of an employee, occasioned by a factor such as flood or fire serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard;

11.2.1.4 Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);

11.2.1.5 Five (5) days of the personal necessity leave, of the seven (7) days allowable, may

be utilized by the unit member at his own discretion upon the following conditions:

11.2.1.5.1 Such days shall be charged against the unit member's sick leave;

11.2.1.5.2 Twenty-four (24) hours' written notice shall be required unless extenuating circumstances occur which prevent such notice given; in the event, the unit member shall make every reasonable effort to give advance notice;

11.2.1.5.3 There shall be no accumulation from year to year of such days;

11.2.1.5.4 Administration retains the right to refuse the unit member's request on a certain day if, in the opinion of the administrator, too many unit members select the same day;

11.2.1.5.5 The unit member shall not be required to give reasons for the use of such days;

11.2.1.5.6 Such leave shall not be used to withhold services from the District;

11.2.1.6 Personal necessity leave should not be used for the sole purpose of extending vacation/holiday, recreational purposes, or withholding of services. However, personal necessity leave pursuant to section 11.2.1.5 may be granted for once-in-a-lifetime family or personal events (such as weddings, reunions, or similar occasions) that may occur adjacent to a holiday or vacation period at the sole discretion of administration, on a case-by-case basis. An administrative decision pursuant to 11.2.1.6 is not subject to the Grievance Article.

11.2.1.7 Before the utilization of personal necessity leave, a unit member shall make a reasonable effort to obtain prior approval from the appropriate management personal necessity leave pursuant to section 11.2.1.5 may be grated for once-in-a-lifetime family or personal events (such as weddings, reunions, or similar occasions) that may occur adjacent to a holiday or vacation period at the sole discretion of administration, on a case-by-case basis. An administrative decision pursuant to 11.2.1.6 is not subject to the Grievance Article.

11.3 <u>Pregnancy Disability Leave/Parental Leave:</u>

11.3.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and related medical conditions on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, or related medical conditions.

11.3.2 The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: a teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform the essential functions of her position with or without reasonable accommodation.

PLEASE NOTE: Sections 13.15 and 13.16 of this agreement provide as follows:

Credit for continuous service as defined above will be given for any one (1) year in which the employee worked seventy-five percent (75%) or more of the days school was in session.

Except as provided in Article 12, Evaluation Procedures, credit for advancement on the salary schedule shall be granted for any one (1) school year in which the employee rendered authorized paid service to

the District for seventy-five percent (75%) or more of the days school was in session, exclusive of summer school. Only those days on which the employee is on authorized military leave, jury duty leave, authorized sabbatical leave, authorized conferences, or released time (pursuant to California's Government Code section 3543.1c) shall be credited toward the seventy-five percent (75%) requirement, in addition to authorized on-site service days actually worked.

11.3.3 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, or related medical conditions, when all current accumulated and differential pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician, provided, however, that the District management may require her physician provide a verification of the medical inability to work.

11.3.4 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illness, injuries, or disabilities.

11.3.5 An employee on pregnancy disability leave for one (1) semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. An employee on pregnancy disability leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability began. "Comparable" means same educational level (primary or intermediate elementary; middle school; or high school assignment) and also means immediate assignment within major or minor teaching fields whenever possible, except by request of the employee and availability of the position.

11.3.6 Whenever the District determines that it may be appropriate to require additional verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one of the following two methods--the option to be exercised by the affected employee. In the event the employee does not exercise an option upon request, the District may proceed with Section 11.3.6.1 below:

11.3.6.1 District management may require a verification of the extent of the disability through a physical examination of an employee by a physician appointed by the District, at District expense; or

11.3.6.2 An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician's verification shall contain the following language:

"I understand that my verification of disability is to be used for the expenditure of public funds. I have read the foregoing verification of disability and declare under penalty of perjury that it is true and correct.

Executed this_____day of__, 20____, at _____,California, Riverside County."

11.3.7 <u>Parental Leave:</u>

11.3.7.1 Paid Parental Leave

11.3.7.1.1 Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.

11.3.7.1.2 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

11.3.7.1.3 Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

11.3.7.1.4 When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), they shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall not be less than 50% of the member's regular salary and shall not count against the leave entitlement set forth that to in Section 11.1.2.

11.3.7.1.5 Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

11.3.7.1.6 A unit member shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

11.3.7.1.7 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

11.3.7.1.8 Except for extenuating circumstances a unit member shall give at least fifteen (15) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

11.3.7.2 Unpaid Parental Leave – Employees who desire additional parental leave over and beyond disability and/or California Family Rights Act leave may be granted leave without pay for a period not to exceed one (1) full year.

11.4 <u>Bereavement & Reproductive Loss Leave:</u>

11.4.1 Unit members shall be entitled to up to five (5) days of bereavement leave with pay in the event of the death of a member of the employee's immediate family.

11.4.2 For purposes of this clause, an immediate family member shall refer to and include child, spouse, domestic partner, parent or grandparent, parent-in-law, grandchild, sibling, son/daughter-in-law, brother/sister in law, brother or sister of the employee, significantly bonded de facto parent or child, or any relative living in the immediate household of the employee. The "domestic partnership" shall be established when the following requirements are met:

- Both persons have a common residence (i.e., share the same residence);
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified;
- The two persons are not related by blood in a way that would prevent them from being married to each other in this State;
- Both persons are at least 18 years of age; and
- Both persons are capable of consenting to the domestic partnership.

11.4.3 In the event of the death of a spouse, domestic partner as defined in Section 11.4.2, parent, or child, if the employee's combined available personal necessity days and bereavement days total less than eight (8), the unit member may request additional days, not to exceed eight (8) days for bereavement and personal necessity, from the immediate supervisor. If the request is denied, the employee may appeal to the Assistant Superintendent, Personnel.

11.4.4 Upon a reproductive loss event, as defined by Government Code section 12945.6, all unit members who have been employed by the District for at least thirty (30) days will be granted a total of five (5) days of reproductive loss leave. If an eligible employee experiences multiple reproductive loss events within a twelve (12) month period, the employee may take no more than twenty (20) days total of reproductive loss leave within the twelve (12) month period. Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the reproductive loss event entitling the unit member to such leave, except that if, prior to or immediately following the reproductive loss leave event, the employee is on or chooses to go on Pregnancy Disability Leave, CFRA leave, or any other leave pursuant to state or federal law, the employee must complete their reproductive loss leave within three (3) months of the end date of the other leave.

All unit members may use bereavement leave, accrued and available sick leave, personal leave, vacation or compensatory time off for reproductive loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.

The parties intend for this Section to be interpreted consistent with Government Code section 12945.6

11.5 Industrial Accident Leave:

Unit members will be entitled to industrial accident leave according to the provision of Education Code section 44984, for personal injury which has qualified for Workers' Compensation under the provisions of the District self-insurance program, subject to the following conditions:

11.5.1 Such leaves shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to them for the same illness or injury.

11.5.2 The District has the right to have the unit member examined by a physician pursuant to the provisions of SIPE, at District expense, to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.

11.5.3 Days of absence deducted from sick leave immediately following exhaustion of industrial accident leave and as a direct result of the industrial illness or accident shall be reduced by the percent of compensation received by the employee.

11.6 Judicial Leave:

Unit members will be provided paid leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. Whenever possible, the member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or the date called as a witness. The unit member shall present verification of subpoena as a witness, or jury duty summons and confirmation of jury duty service.

11.7 Military Leave:

Unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

11.8 Professional Leave:

A unit member with permanent status may be granted a leave of absence without compensation for educational advancement for a period not to exceed one (1) full year. If the leave is to be in excess of twenty-five per cent (25%) of the teaching days scheduled for the school year, yearly increments in salary shall not be allowed. All conditions covering this leave shall be subject to approval by the Board of Education upon recommendation of the Superintendent.

11.9 Health or Hardship Leave:

11.9.1 A unit member with permanent status may be granted a leave of absence without compensation for health or hardship for a period not to exceed one (1) year. If the leave is to be in excess of twenty-five per cent (25%) of the teaching days scheduled for the school year, an experience increment in salary shall not be allowed.

11.9.2 Board approval is required prior to granting health or hardship leave. A statement from the employee's physician, stating that leave is necessary for health reasons, shall be required before approval is granted for health leave.

11.10 Personal Leave:

An employee may be granted a leave of absence without pay for personal reasons, not to exceed thirty (30) work days, upon the recommendation of the Superintendent and with prior approval of the Board.

11.11 Sabbatical Leave:

11.11.1 Sabbatical leave should be mutually advantageous to the individual and the District and is considered an investment in the employee's future value to the students, teachers, and administrators of the District. It may be granted for a period of one (1) year for study or research-travel.

11.11.2 Sabbatical leave must be preceded by at least seven (7) consecutive years of certificated service, all of which have been served as a regular full-time unit member in the Desert Sands Unified School District. One (1) year of service is defined to be seventy-five per cent (75%) of the teacher days per year. Six (6) years must intervene between successive sabbatical leaves.

11.11.3 For the purpose of sabbatical leave, the school year during which the experience must occur is hereby defined as the period beginning August 20 and ending June 20 of the following year.

11.11.4 In all cases, final approval of sabbatical leave shall be vested in the Board of Education.

11.11.5 Sabbatical Leave for Study:

A unit member shall complete at least twenty-four (24) semester units of college and/or graduate credit courses during a sabbatical year. At least twelve (12) semester units, or the equivalent, shall be completed during each semester or quarter while on leave. This unit requirement may be met by study in a foreign country in an accredited institution. A unit member shall have a stated purpose and goal for taking college work so that it would be mutually beneficial to the individual and to the District (i.e., work toward an advanced

degree, academic in-depth study in a subject matter in which they are teaching, or a research project directly related to the school or the District). Work toward a credential, such as an Administrative Credential or a Pupil Personnel Services Credential, is a personal obligation for self-advancement and may not mutually benefit the District and should not, in itself, be grounds for a sabbatical. This does not rule out the possibility of a person obtaining an advanced credential while completing the objectives of the sabbatical. Courses shall be exclusive of correspondence courses. Prior to such leave, the courses shall be subject to approval of the Sabbatical Leave Committee. Upon completion of the leave, and within sixty (60) days of return to duty, a written report on findings and conclusions, along with transcripts usable for reinforcement of teaching in the subject area, shall be submitted to the Office of Certificated Personnel for evaluation by the Sabbatical Leave Committee and forwarded to the Superintendent and the Board of Education. Not less than fifty percent (50%) of sabbatical leaves granted shall be for study.

11.11.6 Sabbatical Leave for Research-Travel:

Unit members on sabbatical leave for research-travel shall remain in this status at least four (4) months for each semester of leave granted. The application for leave shall include, in general terms, an outline of the proposed research and an itinerary of the proposed travel. The name "research-travel" is used, since the primary purpose of this sabbatical project is research of a nature which must be supplemented with travel. The research must have a direct contribution to the teacher's field and classroom activity. Sabbatical leave for research-travel must clearly show reinforcement of knowledge in the subject area through contact with people, culture, economy, government, and geography of the countries visited. This may be done by the employee identifying a problem and defining it to the point where they are able to offer evidence that travel and interaction with people during this research-travel leave will contribute to the solution of the problem. The research should be supplemented by such things as tapes of conversation, tapes of the informal as well as formal music, films of industrial areas, art centers, and art objects, etc. Upon completion of the leave, and within sixty (60) days of return to duty, a written report on findings and conclusions shall be submitted to the Office of Certificated Personnel for evaluation by the Sabbatical Leave Committee and forwarded to the Superintendent and to the Board of Education. A person shall be required to submit a copy, and copying rights for internal District use, of the entire sabbatical report. The report should set forth the teacher's reactions to the experience and include a statement of the benefits received from it. The Superintendent may, for good cause, authorize an extension of time for the report, not to exceed one semester for the purpose of completing the necessary requirements. A description of the trip alone will not satisfy the report requirement.

11.11.7 Application for sabbatical leave must be submitted to the Sabbatical Leave Committee, through the Office of Certificated Personnel, and accompanied by a written recommendation from the immediate supervisor. Applications will be evaluated by the Sabbatical Leave Committee in terms of benefits to the District and individual. Applications must be submitted prior to February of the semester preceding that in which the leave is desired. Sabbatical leaves for less than one (1) year's duration may, on rare occasions, be granted for specific, special needs of the District. Quality of projects has first priority. Consideration shall be given to applications which provide the greatest opportunities for expanding professional contacts and, in case of advanced study, breadth of institutional experiences. No more than one (1) employee per school shall be granted a sabbatical leave.

11.11.8 An employee shall receive fifty percent (50%) of their salary while on sabbatical leave for study or research-travel.

11.11.9 The employee will be required to furnish a bond to guarantee his service to the District for at least two (2) years following the sabbatical leave. All sabbatical allotments will be returned to the District if the two full years are not completed.

11.11.10 Effect of Sabbatical Leave on Retirement:

11.11.10.1 A unit member on sabbatical leave shall be entitled to the increment for which she/he

would have been eligible had they not been on leave. The leave shall not interrupt the teacher's progress on the salary schedule.

11.11.10.2 Sabbatical leave counts toward retirement and the retirement contribution shall be collected.

11.11.10.3 In case of injury to, or other illness of, the employee during leave which prevents their completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the Superintendent, verified by a medical doctor's report. Upon release by a medical doctor, the employee will return to regular duty for the remainder of the school year, to be assigned as needed in a certificated position at the discretion of the Superintendent. The subsequent year will be reassigned as if they had completed the sabbatical leave.

11.11.10.4 Both the Board of Education and the District shall be freed from any liability for payment of any compensation of damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions of Education Code sections 44962 to 44976, inclusive.

11.11.11 At the expiration of a sabbatical leave, the unit member who has been granted such leave will be returned to their field or subject area at the same rank and status, but not necessarily to prior position; however, preference of assignment of the employee is a consideration.

11.11.12 Sabbatical Leave Committee:

11.11.12.1 The Sabbatical Leave Committee shall study and evaluate applications for sabbatical leave. It shall also be the responsibility of the Sabbatical Leave Committee to evaluate the sabbatical report after the employee returns to the District. This evaluation shall be based upon fulfillment of agreement indicated in the application. The Committee shall submit its recommendations to the Superintendent. The Superintendent shall forward the application, the Committee's recommendations, and their own recommendation to the Board of Education not later than February 28.

11.11.12.2 The Sabbatical Leave Committee shall include one (1) primary elementary teacher; one (1) intermediate elementary teacher; one (1) middle school teacher; one (1) high school teacher; one (1) elementary administrator; one (1) middle school administrator; one (1) high school administrator; and the Assistant Superintendent, Personnel.

11.11.12.3 Teacher members of the Committee must have attained permanent status in the District. Committee members may not apply for leave during their term of office. If a member wishes to apply for sabbatical leave, they must first resign from the Committee.

11.11.12.4 The term of office shall be three years. The terms shall be staggered in such a way as to prevent the occurrence of more than three vacancies in any one (1) year.

11.11.12.5 The President of the Association and the Assistant Superintendent, Personnel shall jointly recommend members of the Sabbatical Leave Committee to the Board of Education for official appointment.

11.11.12.6 The Assistant Superintendent, Personnel will serve as secretary and records keeper to the Committee and shall have no voting privileges.

11.12 <u>Teacher Exchange:</u>

11.12.1 Inasmuch as it has been found that the Teacher Exchange Programs are advantageous

to the District culturally and educationally, the Board of Education supports these wholeheartedly, and urges "exchange certificated employees."

11.12.2 A unit member with permanent status shall be considered eligible to apply for the Teacher Exchange Program.

11.12.3 Application for Teacher Exchange must be submitted to the Sabbatical Leave Committee through the Office of Certificated Personnel. Applications will be evaluated by the Sabbatical Leave Committee in terms of benefits to the District and to the individual.

11.12.4 The employee will be required to furnish a bond to guarantee their service to the District for at least one (1) year following the Teacher Exchange.

11.12.5 Effect of Teacher Exchange on Retirement:

11.12.5.1 A unit member on Teacher Exchange shall be entitled to the increment for which they would have been eligible had they not been on exchange. The exchange shall not interrupt the teacher's progress on the salary schedule.

11.12.5.2 Teacher Exchange shall count toward retirement, and the retirement contribution may be collected.

11.12.5.3 Both the Board of Education and the District shall be freed from any liability for payment of any compensation of damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on Teacher Exchange.

11.12.6 At the expiration of the Teacher Exchange year, the unit member who has been granted such leave will be returned to their field or subject area at the same rank and status, as if they had been teaching in the Desert Sands Unified School District.

11.12.7 Sabbatical Leave Committee:

11.12.7.1 The Sabbatical Leave Committee shall study and evaluate applications for the Teacher Exchange Program. The Committee shall submit its recommendations to the Superintendent. The Superintendent shall forward the Committee's recommendations to the Board of Education, together with their own recommendation.

11.12.7.2 The Office of Certificated Personnel has the right of final approval of the exchange, pending receipt of the final confidential papers of the foreign teacher coming to the Desert Sands Unified School District.

11.13 Abuse of Leave:

11.13.1 Unit members are expected to report to work whenever scheduled. Repeated and consistent abuse of leave shall be cause for an overall unsatisfactory performance evaluation, and may result in disciplinary action.

11.13.2 Unit members must be at their assignments (e.g. classrooms, duty post) at the starting hour, per Article 6.12 and at the prescribed time after rest and lunch breaks. Unless circumstances beyond the control of the unit members exist, unit members shall notify their supervisor no later than 3 hours prior to the start of their contractual work day whenever they are unable to report. As much advance notice as possible should be given to permit a replacement to be scheduled. Repeated failure to give proper notification may result in

disciplinary action.

11.13.3 Any unit member granted leave who, during the period of such leave, accepts employment with another district, business, public agency or any other gainful employment without prior approval of the Board of Education shall be deemed to have resigned from their employment with the District. The Board shall not deny the employee on leave the right to accept employment necessary to sustain the original intent of the approved leave.

11.14 Unauthorized Absence:

11.14.1 Unauthorized absence is defined as nonperformance of those duties and responsibilities assigned by the District and its representatives, including all duties and responsibilities as defined by the Education Code, rules and regulations of the Board of Education of Desert Sands Unified School District, and this collective Agreement. Such unauthorized absence may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, persistent nonattendance at regular meetings.

11.14.2 A unit member is deemed to be on unauthorized absence at such time and on such occasions as the employee may be absent from their required duties.

11.14.3 Unauthorized absence shall constitute a breach of contract, and, therefore, may result in the initiation of dismissal procedures, loss of salary, or such other disciplinary action as may be deemed appropriate.

11.14.4 A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time they serve, in accordance with laws and policies governing such service bears to the required days of service.

11.14.5 Unauthorized absence of less than one (1) day shall be prorated by the half-day and anything over one half-day shall be considered a full day.

11.14.6 Unauthorized leave shall result in a proportional deduction of benefits (health and welfare, retirement, Workers' Compensation, etc.) pro rata with the costs to be deducted from the unit member's monthly salary for those benefits covered during the unit member's unauthorized absence.

11.15 Sick Leave Records:

11.15.1 If a unit member is absent for less than a full day, one hour will be deducted for each hour of absence or fraction thereof from the unit member's available sick leave or personal necessity leave, whichever is applicable. If the unit member does not have sufficient accrued and available full-pay sick or personal necessity leave to cover the absence, then the time off shall be paid per the substitute differential, if applicable and available, under Article 11.1.2.

11.15.2 The District will implement the Riverside County Office of Education computer system, which will provide monthly updates on accumulated sick leave. If the program becomes unavailable, the District will provide an annual report on accumulated sick leave, including a record of days charged to sick leave in the preceding year, no later than October 1 of each year.

11.15.3 Unit members who have questions concerning the accuracy of said records may make inquiry by contacting Fiscal Services (Payroll Department), who shall provide the unit member with the opportunity for review, inspection, and verification of the data from which the report was developed, including Form (25)-79 (revised 01/2005).

11.16 Family and Medical Leave and California Family Rights:

11.16.1 Eligible unit members shall be entitled to unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as provided by law. Eligible unit members may take up to twelve (12) workweeks of family leave in a fiscal year, July 1 through June 30, for a qualifying reason.

ARTICLE 12

EVALUATION PROCEDURES

12.1 Evaluation shall be accomplished for the several categories of unit members as follows:

1. Probationary unit members and/or unit members who received an unsatisfactory performance evaluation in the prior year will be evaluated - at least once annually;
2. Permanent unit members may be evaluated at least once every other year.
3. At least every five (5) years for unit members with permanent status who have been employed by the District for ten (10) years or more if the evaluator and the unit member consent to such timeline. In order to be eligible for the five (5) year cycle, a unit member's most recent evaluation must contain an overall rating of meets standards or exceed standards.

    a) For eligible unit members who are not teacher of "core academic" subjects, qualification requirements shall be the same as for teacher of "core academic" subjects.

    b) Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request, the evaluator will meet with the unit member to explain the reasons for withdrawal, upon request the evaluator will provide a brief written explanation of the reasons for withdrawal.

For unit members who are not classroom teachers, the District and Association shall agree on appropriate comparable criteria.

12.2 Within the first four (4) work weeks of a unit members' first date of paid service at a school site, unit members will be notified by their evaluator that they will undergo formal evaluation. At this time, any other unit members may request evaluation.

12.3 For the purpose of evaluations, unit members shall be responsible for meeting all six (6) Standards in the California Standards for the Teaching Profession (CSTP). The purpose of the evaluation process is to promote continuous professional growth and to provide constructive feedback that supports the unit member in meeting these standards. Evaluations may also be inclusive of student progress as references in 12.14.2. Within four (4) work weeks after the unit member is notified of their formal evaluation, the evaluator and the unit member will hold a goal-setting conference. This conference will be used to collaboratively establish a minimum of two (2) and a maximum of four (4) profession goals and objectives. These goals will serve as the primary focus for the unit member's professional growth during the evaluation cycle. Each goal shall be aligned with the ("CSTP"). This does not preclude either party or both parties from having specific recommendations, goals, objectives, etc., in mind as part of preparing for and attending the meeting. However, the evaluator will not pre-enter the goals and objectives on the form. If the unit member and evaluator are unable to reach a collaborative decision with regard to the professional goals and objectives, each party may select up to two (2) professional goals and objectives to be considered

The basis for evaluation shall be the CSTP, including student progress in relation to established goals and/or objectives.

12.4 The first formal observation will be completed within the twelve work weeks of the unit member's first date of paid service at the site.

12.5 The first post-observation conference will be held with the unit member within five school days of the observation.

12.6 If deficiencies are noted in the first observation, those deficiencies will be entered into the observation form. The evaluator will develop a written assistance plan that will be shared with the unit member in person to provide support.

12.7 A second formal observation will be completed for probationary teachers and/or permanent teachers who have two marks below satisfactory on their first observation. This second formal observation must occur within twenty (20) work weeks of the unit member's first date of paid service at the site, or the first date of paid service at the site is at the beginning of the second semester, no later than May 1. A second observation may be waived by mutual written agreement between the unit member and the evaluator if the unit member receives an overall satisfactory first observation.

12.8 The second post-observation conference will be held with unit members within five school days of the observation.

12.9 If deficiencies are noted in the second observation, those deficiencies will be entered into the observation form. The evaluator will develop an assistance plan that will be shared with the unit member to provide assistance and support. The unit member will have at least thirty (30) instructional days from the second formal observation conference to demonstrate improvement before a final summative evaluation is issued. The evaluator will have the discretion to extend the number of days for excused absences provided the May 15 deadline is observed. Within five school days of the second post-evaluation conference, the unit member may request one additional observation to be conducted by an administrator different from their primary evaluator or an administrator from a different site; in such event, the request will be honored.

12.10 Evaluation shall be completed by May 15.

12.11 At least one (1) formal observation will be made during the evaluation period; a second observation may be waived as per section 12.7 by mutual written agreement between the unit member and the evaluator if the unit member receives an overall Satisfactory first observation. At least one such observation shall be announced at least twenty-four (24) hours in advance of the observation. A record of all formal observations and conferences will be made, and all necessary support material will be maintained and accessible via the online form within ten (10) school days (i.e., days when school is in session). No bargaining unit member shall evaluate or observe other bargaining unit members for the purpose of evaluation. The evaluator shall use the forms approved by the District and Association.

12.12 The unit member shall take affirmative action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement as stated in the written action plan per section 12.9 and their assistance in implementing such recommendations.

12.13 Data for summative evaluations may include information from the following sources:

12.13.1 Formal Observation - classroom visits of sufficient time to observe and assess instructional program and planning for the period covered by the observation;

Informal Observation – Any additional observations of unit member's performance and behavior which may be of lesser duration, lesser formality, and in other than the classroom environment.

12.14.2 Assessment of student progress used in the evaluation cycle shall include a combination of factors including but not limited to (a) teacher and/or evaluator observation; (b) criterion-referenced tests; (c) anecdotal records made by evaluator or unit member; (d) mastery of level of proficiency standards; and (e) criterion-referenced tests.

12.14.3 In addition to formal evaluator observation, information which has been documented and found to be reliable by the evaluator and which relates to the performance of the unit member may be included in the evaluation process. Such information must be brought to the attention of the unit member before it may be included in the final evaluation summary.

12.14.4 An employee's right to request Association representation at a conference under this Article 12 is limited to those conferences wherein the unit member reasonably believes discipline may be recommended.

12.15 For purposes of this Article, an unsatisfactory evaluation is defined as two (2) or more unsatisfactory ratings in Standards I-VI (CSTP).

12.16 Evaluation content shall not be subject to the Grievance procedure.

12.17 A unit member shall not be adversely evaluated on the basis of elements of the educational program or maintenance of the physical environment for which the unit member has no authority to control. This shall not be read to absolve the unit member of the responsibility for bringing such matters to the attention of their evaluator or the appropriate management person. Unsubstantiated complaints shall not be referenced in the employee's evaluation. An anonymous complaint which is not corroborated shall not be referenced in an employee's evaluation.

12.18 In the event an administrator is unable to comply with any one or more of the timelines provided herein due to the unavailability of the unit member (i.e., unit member is absent on leave of absence, hired mid-semester or who transfers to the site mid-semester) such delays shall not preclude the administrator from proceeding with the evaluation of the affected unit member unless the administrator determines in their discretion that it is impracticable to do so; however, in no event will a unit member who works less than a full semester or 50% of the school year, whichever is greater, at their assigned site be subject to formal evaluation.

12.18.1 Upon request, the Assistant Superintendent, Personnel Services will meet with the Chapter President or designee to review concerns regarding compliance with the timelines set forth in this Article.

12.19 Specifically excluded from this procedure, as well as the contractual grievance procedure, are evaluations which result in Education Code section 44938 notices; such evaluations must be dealt with under the separate legal processes provided for in the California Education Code.

ARTICLE 13

SALARY, HEALTH AND WELFARE BENEFITS

13.1 Effective July 1, 2025, all certificated salary schedules shall be increased by 3.3%. Effective July 1, 2026, all certificated salary schedules shall be increased by 2.5% based on the 2025-2026 salary schedules.

13.1.1 The District will provide an IRC 125 plan for its employees.

13.2 Health and Welfare Benefits:

13.2.1 Effective July 1, 2025 the District will make the following contributions (tenthly) for full time eligible employees for offered Medical, Dental, and Vision Plans:

Coverage	11 Month-Cap	Annual Cap
Medical Plans	$1,598.18	$17,579.99
Dental Plans		
a) PPO Incentive	$143.18	$1,575.00
b) PPO	$139.26	$1,531.90
c) Anthem	$115.07	$1,265.80
Vision Plans		
a) Vision	$23.45	$258.00
b) VSP	$12.86	$141.50
(Employees may enroll in one medical, dental, and vision plan only)		

It is understood that if the cost of the selected benefits plan exceeds the cost of the District annual contributions, the difference shall be automatically deducted from unit members' paychecks on an eleventhly basis.

For those unit members who opted out of benefits prior to the 2013-2014 school year, in lieu of health coverage, the District will contribute a sum equal to fifty percent (50%) of the premium for Kaiser 2 (e.g. 2010-2011 Kaiser HMO rate is $10,125.00 thus annual sum of annuity shall be $5,063.00,) to one of two District selected tax-sheltered annuity plans (TSA) for eligible bargaining unit members who present proof of coverage through a spouse or domestic partner, not employed by the District. Eligible bargaining unit members who present proof of coverage through a spouse or domestic partner or veteran benefits are eligible to participate in the TSA.

The parties re-affirm their support of work being done by the Health Insurance Committee to continue looking for ways to contain the cost of health insurance and to educate district employees concerning health and welfare costs and benefits.

DSTA agrees, upon the conclusion of bargaining for the 2023-2024 year, to work with DSUSD to bargain an MOU regarding the current HSA language.

13.2.2 The District will make the following contributions for full time eligible employees towards the Health Savings Account HSA.

HSA – Deposits (Single) $1,200.00 per year

HSA – Deposits (Family) $2,400.00 per year

1. For probationary employees, the District reserves the right to make its deposits on such periodic bases throughout the year as the plan permits; for permanent employees, the deposits will be made twice yearly in July and in January;

2. Tax consequences of receiving the funding, establishing and using an HSA are the sole responsibility of the employee and the District specifically disclaims any liability therefore;

3. The HSA is subject to various IRS rulings, statutes and regulations and the parties recognize that such rulings, statutes and regulations supersede or supplement the provisions of this agreement.

13.2.3 In the event of an increase in premiums for the following school year and if the parties fail to reach agreement prior to July 1, the parties shall equally split the increased cost of each plan; in no event shall the District's total contribution exceed 25% of the total cost of the increase of all plans for the plan year after applying pro rata the JPA rebate towards the total cost of increases.

E.g.: If the parties do not reach agreement by July 1, and if the cost of insurance increases by $1.1 million for that plan year, and the DSTA pro rata JPA rebate is $100,000.00 leaving $1,000,000.00 as the total increase for all plans, the District and the employee shall split the cost ($1,000,000.00) of the increase 50/50 per plan after applying the rebate until the District's overall contribution reaches a total of $250,000.00 (which is 25% of the total cost of the increase) or the parties reach agreement, whichever comes first.

As soon as the District receives notice of its new rates, it shall notify the Association and upon request begin negotiations concerning health and welfare benefits.

13.3 **Retirees**: The District shall continue health coverage for retirees fifty-five (55) years of age or over, up to age sixty-five (65) or until the retiree qualifies for Medicare, whichever occurs earlier, provided, however, that the retiree has been employed by Desert Sands Unified School District for at least eight (8) years immediately preceding their retirement and employed in a California public school district at least fifteen (15) years immediately preceding their retirement; this coverage commencing with those retirees who retired effective as of the close of the 1974/1975 school year, but no earlier.

13.3.1 a) For employees hired on or after July 1, 2006, health coverage will apply to retirees sixty (60) years of age or over. For purposes of this clause only, a permanent employee hired before July 1, 2006 who leaves the District and is reinstated as a permanent employee following July 1, 2006 shall remain in the pre-July 2006 hire group. Beginning July 1, 2012, the District will "pool" any savings between the actual costs of medical benefits for retirees and the agreed upon annual district contribution for per plan medical premiums (i.e., the "super composite annual medical cap") and such savings will be applied to premium contributions on behalf of all eligible retirees receiving retiree medical benefits.

b) If, in the future, computations indicate there is no longer an overall group savings when computed against the "pooled" District contributions for current, eligible retirees, then in that event those retirees whose plans exceed that year's "super composite annual medical cap" will assume, and equally share, the responsibility for paying the difference ("differential"). In the event that an eligible retiree is responsible paying a differential, such payment shall be made to the District on a minimally monthly basis.

13.3.2 Retirees covered by this paragraph may, at their own expense, purchase group life insurance, group vision insurance and group dental insurance; provided that retirees make payments on at least a quarterly basis for such coverage.

13.4 The parties recognize that California Government Code section 53205 provides, in pertinent part, the following: "If the employer pays any portion of the premiums, dues, or other charges for the health and welfare benefits, any dividends paid or premiums refunded or other rebates or refunds under any of those health and welfare benefits up to the aggregate expenditures of the employer for the benefits are the employer's property." Thus, in any year when the District receives a rebate from its JPA (Joint Powers Authority) and negotiates to pay all or a portion of the increase in premiums, the District shall utilize that year's premium rebate, if any, as a source to fund such payments. The JPA rebate, if any, shall proportionally be applied to offset the costs of health and welfare benefits of bargaining unit members. (i.e., if the DSTA bargaining unit members comprise 59% of the District's JPA participants, then 59% of the JPA Rebate shall be applied to offset plan increases for DSTA bargaining unit members.)
The excess, if any, of the rebate amount over the increase shall be placed in an account to be expended on future health benefit increases. The Association recognizes that to the extent the District contributes toward the payment of premiums for health insurance, that such payments, regardless of source, are a component of compensation paid to or on behalf of the Association's bargaining unit. The percentage of the rebate shall be determined on a yearly basis on or before November 1.

13.4.1 When a unit member is granted unpaid leave of absence for less than three (3) months, they are required to continue payments to maintain coverage of current insurance benefits; when a unit member is granted unpaid leave of absence for a time period of three (3) months or longer, they shall have the option of continuing or not continuing payments to maintain coverage; the District will so notify the unit member upon granting the leave of absence.

13.5 The District agrees to maintain a Joint Insurance Committee, subject, however, to the following conditions:

13.5.1 It is understood and agreed that the product of the Joint Insurance Committee shall consist only on nonbinding recommendations.

13.5.2 The Joint Insurance Committee is charged with the overall responsibility for analyzing available health insurance plans, both in terms of benefits and costs, and within the contractual obligations of district management securing bids for such plans. The Joint Insurance Committee shall make recommendations to the Association and the Assistant Superintendent, Business, no later than forty five (45) days prior to the cancellation date stated in the affected insurance contract. Further, the Joint Employee-Employer Insurance Committee shall meet to discuss from whom to seek bids, including REEP. Once the bids have been secured, the Committee shall study their proposals and create options and recommendations for the following fiscal year. The Joint Employee-Employer Committee recommendation shall be made to all bargaining units and shall communicate those recommendations within 10 working days. Upon receipt of the Insurance Committee recommendations, the parties will schedule a meeting to negotiate regarding these benefits and Article 13, Section 2.3.

13.5.3 The parties agree that the Joint Insurance Committee will investigate self-insurance alternatives and will include self-insurance plans within its recommendations.

13.5.4 The parties enter this Agreement fully aware that the Board of Education is committed to paying a single uniform amount per bargaining unit employee for group medical insurance.

13.5.5 The Committee shall begin its work no later than April 15.

13.6 Recruitment Incentive: Pursuant to Education Code section 45028, subdivision (B), for purposes of initial salary schedule placement only, eighteen (18) creditable years of prior public school teaching will be granted.

The District intends to recognize existing staff members who benefit from this change.

13.7 Teaching experience must have been in public school or accredited private school, VISTA or Peace Corps with a valid teaching credential for the level of service. Service credit for not less than three-fourths (3/4) of a school year shall be considered one (1) full year.

13.8 A maximum of one (1) year's credit shall be given for military service.

13.9 Unit credit shall be upper division or graduate work with a minimum grade of "C" or a "Pass" grade whenever the "Pass/Fail" grading system is used. No credit shall be given for examinations passed in lieu of coursework or for audited courses.

13.10 Column changes will be implemented no later than three months following district receipt of official transcripts verifying the work which qualifies the unit member for Column movement. Payment for the Column change shall be retroactive to the date the District receives official transcripts verifying completion. This provision governs column movement including movement for professional growth.

13.11 To receive salary step credit for coursework completed since receiving the Bachelor's Degree, the unit member shall be required to submit an official transcript from an accredited college or university registrar that work taken has been granted upper division or graduate credit.

13.12 Credit shall not be given for units taken before the Bachelor's Degree was earned. Lower division credit up to six (6) semester units taken after the Bachelor's Degree was earned shall be accepted, provided the coursework is applicable to the unit member's assignment and/or a language spoken by non-English speaking students and limited-English speaking students.

13.13 A unit is defined as one (1) semester hour of credit in an accredited institution of higher learning, which awards a Bachelor's or higher degree. A quarter unit is defined as two-thirds (2/3) of a semester unit.

13.14 "Continuous service" means full-time service rendered to the District in a regular certificated position while the person remained an employee of the District. Any leave of absence for not more than one (1) year which was authorized by the Board of Education, or for military service or which was for health reasons, does not constitute a break in employment for this purpose.

13.14.1 A permanent unit member who resigns in good standing and is rehired by the District within 39 months of their last date of paid service shall be credited on the salary schedule for all teaching within that 39 months, subject to the following conditions:

1. To receive such credit for any one year, the teacher must have taught at least 75% of the year as defined in Section 13.16 of the Agreement;

2. The unit member must have left the preceding district in good standing;

3. The teaching took place in a Public School District or accredited private school.

13.15 Credit for continuous service as defined above will be given for any one (1) year in which the employee worked seventy-five percent (75%) or more of the days school was in session.

13.16 Credit for advancement on the salary schedule shall be granted for any one (1) school year in which the employee rendered authorized paid service to the District for seventy-five percent (75%) or more of the days school was in session, exclusive of summer school. Only those days on which the employee is

in paid status shall be credited toward the seventy-five percent (75%) requirement, in addition to authorized on-site service days actually worked.

13.17 Unit members teaching Career Technical Education courses for which a CTE Designated Credentials/Ryan Designated Subjects Credential is required, shall be placed on the salary schedule as follows:

13.17.1 **Initial Placement**: Recognition of occupational experience shall qualify the trade or technical unit member for initial placement on Column A of the teachers salary schedule. Unit members with four (4) or more years of occupational experience and a credential authorizing the holder to teach career technical education (CTE) courses in grades 9-12 will be given full credit for all undergraduate units taken for placement on Columns B or C of the salary schedule. Advancement to Columns D, E, F, and G shall be by meeting the same requirements as other unit members with respect to degrees and units earned.

13.18 Movement on the certificated salary schedule annually shall be restricted to no more than one (1) experience increment per year unless there is a column change; in which case total years of service in the District shall be credited.

13.19 Unit members holding a Doctorate Degree will receive an annual stipend of 2.5% of Step D-6. It will be the responsibility of the employee unit member to provide official transcripts showing the earning of a Doctorate Degree to Personnel Services. Upon receipt of official transcripts by Personnel Services, existing contract language will be followed as to the implementation date of this stipend.

13.20 Hourly Rate:

The hourly rate for unit members compensated for services on an if and as needed basis shall be stated in dollar amounts per hour, computed as follows:

13.20.1(a) Divide the dollar amount for placement at Column D, Step 6, by 1318.73 (work days per year divided by work hours per day).

13.20.2 The hourly rate shall remain unchanged unless and until otherwise negotiated. This does not preclude negotiations for an increase, but simply reflects the parties' agreement that the rate shall not automatically increase.

13.21 Unit members assigned to teach an additional class on an ongoing basis during their preparation period shall be compensated at the rate of an additional one-seventh (1/7th) of their normal daily rate for the duration of such assignment.

13.22 Unit members who are assigned by District management to substitute during their preparation period will be paid the District's hourly rate pursuant to Article 13.20.1 (a) for each full period of substitution. No payment shall be made for substitutions of fifteen (15) minutes or less.

13.22.1 If a class is dispersed to provide coverage, unit members receiving the additional students shall receive a prorated portion of substitute pay.

13.22.2 Unit members who volunteer for substitution shall be placed on a preference list at the beginning of the school year; site level management will first select unit members from that list.

STAFF DEVELOPMENT

13.23 Staff Development:

1. The District or district sites may schedule additional professional development time outside the work year if funding permits and is approved by the District Office.

2. Unit members who attend professional development, days shall receive for each day of full attendance payment in the gross amount of $300. If the site utilizes ½ day blocks, unit members shall be paid $150 for attending each block.

3. Certificated attendance for such staff development trainings is voluntary for all bargaining unit members.

13.23.1 Staff Development Coursework:

Coursework will be no less than one-quarter unit and on an upper division or graduate level unless specifically waived by the Assistant Superintendents of Education and Personnel. A representative list of waived lower division classes offered in the District will be published in the quarterly Staff Development "Bulletin of Courses." Individuals may apply for lower-division waivers. Such requests for a waiver will be granted or refused in no more than five working days.

Staff Development coursework shall be limited to courses which contain content:

1. relevant to the unit member's current teaching assignment;

2. which enables unit member's to expand their assignment range within the district; and/or,

3. reflects the goals and objectives stated within the Professional Growth Philosophy.

Unit members who need courses that meet the above criteria, and are not provided through regular Staff Development coursework as published in the "Bulletin of Courses," may apply for prior approval to take classes from accredited universities and colleges.

Requests for prior approval must be submitted to the immediate supervisor's office no later than ten (10) days prior to the beginning of the course. Such requests for waiver will be granted or refused in no more than five (5) working days. In the event the request is not acted upon and returned to the employee within the time limit, such a failure shall constitute acceptance of the waiver or prior approval.

All units earned in the Staff Development Program, including waivered lower division classes and prior approved upper division and graduate courses outside the regular Staff Development offerings, shall apply to the District Certificated Salary Schedule. Movement on the certificated salary schedule from Column D to E and F may be made without a Master's Degree using fifteen (15) Staff Development or prior approved semester units for each column movement (inclusive of hours/units, as stated in 13.23.1, over where the employee was first placed on the salary schedule). Quarter units will be calculated as two-thirds (2/3) of a semester unit. Fifteen (15) semester units are needed for each column movement.

13.24 Specialist Salary Additional Compensation

13.24.1 Behavior Specialist, Inclusion Specialist, Deaf and Hard of Hearing Itinerant, and Orthopedically Handicapped Itinerant Specialist shall receive a 7% time factor if required to regularly work thirty (30) minutes beyond the regular teacher day or a 14% time factor if required to regularly work one (1) hour beyond the regular teacher day. The time factor shall be based on their rate of pay.

13.24.2 Speech/Language Pathologist (SLP) and nurses shall be placed on the Teachers' Salary Schedule with a 14% time factor to work sixty minutes beyond the regular teacher day. The time factor shall be based on their rate of pay.

13.24.3 Unit members serving in a Special Education assignment with a Special Education credential shall receive an additional stipend of 3.0% of Column D, Step 6.

13.24.4 Facilitators will be classified the same as counselors and will be placed on the Teacher's Salary Schedule with a 7% time factor for working thirty minutes beyond the regular teacher day or a 14% time factor if required to work for one hour beyond the regular teacher day. Counselors, Nurses and Facilitators may be required to serve up to ten (10) additional days beyond the regular work year at full per diem pay.

13.25 This Agreement supersedes all prior agreements and understandings between the parties and/or their predecessors insofar as their agreements or understandings relate to compensation and fringe benefits.

ARTICLE 14

SPECIAL ASSIGNMENT SALARY SCHEDULE

14.1 The Special Assignment Salary Schedule shall be according to the attached Appendix B.

14.2 Special assignments as listed in Appendix B shall be computed on Step D-6 of the annually adopted Teachers' Salary Schedule.

14.3 A joint committee consisting of three (3) Association representatives and three (3) District representatives will be convened to study and make recommendations concerning additions to the Special Assignment Salary Schedule or to Appendix B. When requested, the committee will also review all current positions in Appendix B. The committee will present its recommendations back to the District and Association representatives for further action. Special assignments will be reimbursed as provided below: All percentages listed shall be computed on Column D, Step 6 of the Teachers' Salary Schedule.

14.4

1. When two or more persons agree to divide a single assignment with the recommendation of the principal and the approval of the Board of Education, the total amount paid for said assignment shall be apportioned among the persons so approved.

2. As part of their Special Salary Assignment, coaches will be paid 1/12th of their regular stipend for each week their team is involved in California Interscholastic Federation (CIF) playoffs.

ARTICLE 15

CLASS SIZE

The District and the Association recognize that optimum class sizes facilitate quality education.

15.1 Class size allocations are based upon the District's projected student enrollment and shall be determined according to the number of regular classroom teachers. "Regular classroom teachers" does not include nurses, counselors, librarians, instructional coaches, project teachers and other similarly situated unit members who do not have rostered students, as determined by the District.

In addition, the listed allocations are subject to modification as determined by the District for purposes such as, but not limited to, avoidance of split-grade classes or low enrollment classes, large group or experimental instruction*, team teaching limitations, changes in enrollment, student needs, master schedule limitations.

*Large group or experimental instruction shall refer to and mean instruction provided to students in a non-traditional way that is supported by documented research.

Whenever administratively practicable, and whenever the District's financial resources allow, and whenever the facilities are available, the District will make a good-faith effort to continue with its practice of maintaining the following current District-wide average class size ratios at each grade span:

TK-3 24:1 (average by site)
4-5 30:1
6-8 31:1
9-12 32:1
Continuation High School 20 to 1

The District will provide the District wide average class size ratios to the Association President no later than November 15th and February 28th of each school year.

This shall not be interpreted to mean that individual classes will not exceed the above ratios.

When it becomes necessary to create a combination class, regardless of when it is established, all affected unit members shall have the opportunity to consult with the site administrator concerning initial student placement in the combination class. Ultimately, the site administrator maintains the right to determine how all classes are built.

The above ratios do not apply to students with disabilities who enter a class under the inclusion model as these students are already calculated in the special education class size ratio.

Within the first 15 days of each grading period, the District will make reasonable effort to adjust class sizes and caseloads in an equitable manner with a goal of maintaining a range of five (5) students per grade level and/or course title.

Elementary physical education courses shall not exceed sixty (60) students. In the event that an elementary physical education class exceeds sixty (60) students, the district shall provide additional adult supervision.

15.2 The District will make every effort to minimize the number of combination classes at the elementary level. When a Principal determines a combination class is the only available option, a volunteer shall first be sought from the school site. Elementary unit members with 3/4 or 4/5 combination classes will receive

an annual stipend of $1,750, paid on a monthly basis. The stipend is subject to proration if a combination class does not last an entire year.

Counselor Caseloads shall not exceed the ratio of 1:700 at the elementary level.
Counselor Caseloads shall average 1:450 at the comprehensive secondary sites.
Registered nursing caseloads shall be calculated at a ratio 1:2400
Special Education Moderate to Severe classes will not exceed a District-wide average of 14 at the elementary and 16 at the secondary level. No individual class will exceed 18.

This shall not be interpreted to mean that individual maximums indicate optimum class sizes.

ARTICLE 16

INTERMEDIATE DISCIPLINE

Discipline of employees shall be for cause as defined in the California Education Code, written Board Policies, District rules and regulations, and/or the terms and provisions of this Agreement.

This clause does not apply to, nor does it limit, the District's rights to terminate employees pursuant to the Education Code, nor to the District's right to issue statutory letters of unprofessional conduct and/or incompetence. The District retains the right to terminate probationary and/or temporary employees and such activity is specifically excluded from the operation of this article and the grievance/arbitration procedure.

Discipline includes the following: Oral reprimand, written reprimand, docking of pay, suspension without pay for up to 15 working days.

The parties endorse the principle of progressive discipline subject to the following conditions: Progressive discipline contemplates that the level of discipline will fit the severity of the offense and, therefore, need not begin with the least serious form of discipline. The existence of forms of discipline short of termination in no way limits the District's authority to terminate employees pursuant to the Education Code.

If an administrator schedules a formal meeting with a unit member, the administrator shall notify the unit member of the subject to be discussed.

Any time an employee is to be interviewed concerning a matter, which the employee has reason to believe may lead to discipline, they has the right to request representation. Such right does not apply to conferences under Article 12, Evaluations, of this agreement, except as specifically provided for in Article 12. It is the employee's responsibility to request the representation. Management need not unreasonably delay the meeting in order to allow the employee to secure representation.

Any notice of discipline shall inform the employee of their right to appeal through the grievance procedure and of their right to request Association representation.

16. 1 The District shall have the right to discipline unit members under Article 2, District Rights, in this Agreement.

16.1.2 Discipline, as referred to in this Article, includes the following progressive discipline steps: oral warning followed by conference summary; written warning; written reprimand; suspension without pay or up to fifteen (15) work days.

16.1.3 The District shall select the progressive discipline step that it determines appropriately fits the severity of the employee's misconduct.

16.1.4 Of the progressive discipline steps outlined in 16.1.2 above, suspension without pay for up to fifteen (15) work days shall be for cause and subject to the grievance/arbitration procedure in Article 9.

16.2 If an administrator schedules a formal meeting with a unit member, the administrator shall notify the unit member of the subject to be discussed. If the unit member has reason to believe the meeting may lead to disciplinary action, they shalll have the right to request Association representation.

Such right does not apply to conferences under Article 12, Evaluations, of this Agreement, except as specifically provided for in Article 12. It is the employee's responsibility to request the

representation. Management need not unreasonably delay the meeting in order to allow the employee to secure representation.

16.3 This Article does not apply to, nor does it limit, the District's right to terminate employees pursuant to the Education Code, nor to the District's right to issue statutory letters of unprofessional conduct and/or unsatisfactory performance under Education Code 44938. The District retains the right to terminate probationary and/or temporary employees and such activity is specifically excluded from this article and the contract grievance/arbitration procedure in Article 9.

ARTICLE 17

MAINTENANCE OF STANDARDS

The District agrees that it will not implement SB 813 matters within the scope of representation without first notifying the Association and providing them with an opportunity to meet and negotiate over such matters.

As soon as practicable following the date of agreement, the District and Association shall convene a joint committee to review and make recommendations concerning the impact of SBX1-1 upon the schools, teachers and administrators.

17.1 No school Site Council policy or decision shall be implemented if it is in conflict with this contract.

17.1.1 Summer School: One paid day of preparation will be provided for summer school teachers. A teacher shall not be eligible to teach two summers in a row if another equally qualified bargaining unit member has applied for the position.

Bilingual Assistance:

The District and the Association will continue a joint committee to explore effective ways to assist the bilingual teachers and their program.

The committee will also explore compensation and impact of new bilingual credentialing laws.

The Joint Bilingual Assistance Committee may hold open informational meetings and will continue to explore ways to assist teachers in bilingual classes.

Site-Based Shared Decision Making:

(The District and Association agree to maintain in effect the Site-Based Shared Decision-Making Memorandum of Understanding dated December 1, 1993. Any school may present a Shared Decision-Making Proposal to the Committee.)

Safe Schools Committee:

The District and the Association will form a joint committee to address safety issues in the schools and district. The committee will explore possible ways to improve safety at the school sites.

The committee will consist of representatives from DSTA, CSEA and Administration, with input from local law enforcement.

17.2 Student Grades: The District shall annually provide a copy of Education Code section 49066 to site administration and teachers.

17.3 Teacher Notification:

The District shall notify the teacher of each pupil who, within the preceding three school years, has engaged in acts which violated Education Code section 48900, except for subdivision (h); provided the District

has written records of such conduct which it either maintains in the ordinary course of business or which it has received from law enforcement. A copy of Education Code section 48900 is attached to this Agreement as Appendix E for information purposes only. Any information received by the teacher under this section shall be maintained in confidence, used only for the limited purpose for which it was provided and shall not be further disseminated by the receiving teacher.

ARTICLE 18

CITIZEN'S COMPLAINT

18.1 A complaint against a unit member made to a District administrator by a parent, student, or other person, shall be discussed with the unit member within ten (10) working days following receipt of the complaint by the site administrator. For purposes of this Article, the phrase "other person" excludes an administrator or another bargaining unit member unless the administrator or bargaining unit employee is complaining in their capacity as a parent.

18.2 Should the unit member's immediate supervisor or involved unit member believe that a meeting with the complainant would help resolve the problem, the supervisor will attempt to set up a meeting involving the administration, the unit member, and the complainant. Neither the parent nor the unit member shall be represented at this initial meeting.

18.3 If there is no conference or if the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may put their complaint into writing and submit the original to the unit member with a copy to the unit member's immediate supervisor. Once a written complaint is filed, the unit member shall be entitled, upon request, to be represented by the Association at all stages of the investigation and any future stages. The immediate supervisor or designee shall investigate the complaint. If the investigation reveals that the complaint lacks merit, the administrator shall so note on the complaint and proceed no further with the matter; absent newly discovered evidence, such complaint shall not adversely impact the unit member's formal evaluation.

18.4 The complainant may appeal the immediate supervisor's findings to the Superintendent or their designee. The unit member shall be given notice and an opportunity to initial and date the written complaint and prepare a written response to such complaint. The response shall be attached to the written complaint. The unit member shall be given a copy of any summary or account of the resolution of the written complaint.

18.5 Where the complaint is anonymous or the complainant declines to put the complaint in writing, nonetheless the immediate supervisor may determine that the allegations are sufficiently serious to warrant proceeding with an investigation. Unsubstantiated complaints shall not form the basis for disciplinary action and shall not be referenced in the employee's evaluation. An anonymous complaint which is not corroborated shall not be referenced in the employee's evaluation.

18.6 If the complainant or unit member is dissatisfied, either may request a hearing before the Board of Education under Board Policy 1312.1.

18.7 A complaint initiated under this Article shall not result in disciplinary action (as defined in Article 16) unless and until the unit member has been informed of the complaint, the immediate supervisor has conducted a thorough investigation and the unit member has been provided an opportunity to respond.

18.8 These provisions will not apply if law enforcement is conducting an investigation and requests or requires confidentiality of the process.

ARTICLE 19

CHILD ABUSE

19.1 Child Abuse Reporting:

Unit members are required to comply with the State's child abuse reporting laws and the District's reporting procedures.

19.2 The District shall:

19.2.1 Make available adequate supplies of forms and a list of the names, telephone numbers and addresses of agencies to which the reports are submitted;

19.2.2 Upon request of a unit member accompanied by proof of having completed reporting requirements, the proper administrator will confirm to the unit member in writing that a report was submitted;

19.2.3 If a unit member is accused or reported as an abuser, appropriate administration will notify the unit member in a timely manner, after conferring with appropriate agencies or authorities, unless:

19.2.3.1 otherwise instructed by child protective agencies,

19.2.3.2 violates state or federal law, or

19.2.3.3 it violates privacy rights guaranteed under law, or

19.2.3.4 it would interfere with an ongoing investigation by child protective agencies.

19.3 A unit member will take no reprisals or otherwise retaliate against person(s) reporting the member, except for redress which may be available in a court of law.

ARTICLE 20

COMPLETION OF MEET AND NEGOTIATION

20.1 During the life of this Agreement, the District and the Association agree, except as otherwise provided herein, or by mutual agreement, expressly to waive and relinquish their right to meet and negotiate with respect to matters covered and/or not covered by the terms of this Agreement.

20.2 Year-round School Openers:

If the District makes application for year-round Preliminary or Program Grants or decides to adopt year-round schooling for the next fiscal year or any ensuing year, the Association shall be notified and may request negotiations concerning impact on unit members. The District and Association shall thereafter meet and negotiate with respect to such request upon date of application. Such negotiations will not delay the implementation date of year-round school.

ARTICLE 21

SAVINGS AND SEPARABILITY

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

In the event such provisions are invalidated as described above, the parties shall, upon request, meet no later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

ARTICLE 22

TERM OF AGREEMENT

Except where otherwise specifically provided, the effective dates of this Agreement shall be from July 1, 2025 through June 30, 2028. Negotiations are closed for the 2025-2026 and 2026-2027 school years. For the 2027-2028 school year, each party may reopen negotiations on Article 13 (Salary, Health and Welfare Benefits) and two (2) articles selected by each party.

Thereafter, this agreement shall continue in effect from year to year unless amended, modified, or terminated.

The parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement.

APPENDIX A

DESERT SANDS UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

Effective 7/1/2026

(184 contract days)

Step	Bachelor's Degree	BA + 30 Semester Units	BA + 45 Semester Units or M.A. Degree	BA + 60 Semester Units	BA + 75 Semester Units	BA + 90 Semester Units (Incl. M.A. or Doctorate
	A/B	C	D	E	F	G
1	67,527.00	72,182.00	76,816.00	76,816.00	76,816.00	76,816.00
2	70,618.00	75,274.00	79,926.00	79,926.00	79,926.00	79,926.00
3	73,724.00	78,380.00	83,020.00	87,680.00	87,680.00	87,680.00
4	76,816.00	81,476.00	86,121.00	90,770.00	95,418.00	100,303.00
5	79,926.00	84,581.00	89,217.00	93,882.00	98,523.00	103,394.00
6	83,020.00	87,680.00	92,312.00	96,974.00	101,624.00	106,490.00
7	86,121.00	90,770.00	95,418.00	100,072.00	104,724.00	109,573.00
8	86,121.00	93,882.00	98,523.00	103,184.00	107,816.00	112,656.00
9	86,121.00	96,974.00	101,624.00	106,274.00	110,920.00	115,775.00
10	86,121.00	100,072.00	104,724.00	109,378.00	114,033.00	118,878.00
11	86,121.00	100,072.00	107,816.00	112,471.00	117,135.00	121,975.00
12	86,121.00	100,072.00	110,920.00	115,579.00	120,216.00	125,053.00
13	86,121.00	100,072.00	110,920.00	115,579.00	123,456.00	128,274.00
14	86,121.00	101,254.00	112,101.00	116,758.00	125,686.00	130,582.00
15	86,121.00	101,254.00	113,279.00	117,935.00	127,949.00	132,933.00
16	86,121.00	101,254.00	113,279.00	119,113.00	130,253.00	135,327.00
17	86,121.00	101,254.00	113,279.00	119,113.00	132,597.00	137,762.00
18	86,121.00	101,254.00	113,279.00	119,113.00	134,981.00	140,243.00

Shaded Areas require district experience and/or professional growth

*Movement to Column G must have prior approved semester units.

APPENDIX B

SPECIAL ASSIGNMENT SALARY SCHEDULE

Unit members serving in a Special Education assignment with a Special Education credential accordingly.

- Comprehensive High Schools – Class VII 3.0%
- Continuation High Schools (Amistad & Summit) 3.0%
- Alternative school of Choice (Horizon) 3.0%
- Middle School 3.0%
- Elementary Schools 3.0%
- Pre-School Schools 3.0%

COMPREHENSIVE HIGH SCHOOLS:

CLASS IAA, 13%

Department Chairs with 50 or more sections may elect to have an additional preparation period in lieu of the thirteen percent (13%) stipend.

Department Chairs

50 or more sections:	13%
Under 50 sections:	10%

CLASS IA, 12%

Athletic Director (work year 210 days)

CLASS I, 10%

Football, Head Varsity

CLASS II, 8%

Band Advisor, High School
Drama Advisor, High School
Baseball, Head Varsity
Basketball, Head Varsity, Boys'
Basketball, Head Varsity, Girls'
Softball, Head Varsity
Track, Head, Boys'
Track, Head, Girls'
Wrestling, Head Varsity, Boys’
Wrestling, Head varsity, Girls;

APPENDIX B
(Continued)

COMPREHENSIVE HIGH SCHOOLS: (continued)

CLASS III, 6%

ASB/Activity/Student Council Advisor
Annual Advisor, High School
Dance Team Advisor, High School
Flag Football, Girls'
Forensics Advisor, High School
Future Farmers of America Advisor, High School
Pep Squad Advisor, High School
Cross Country, Boys'
Cross Country, Girls'
Football, Assistant Varsity (3)
Football, Head Freshman
Football, Head J.V.
Golf, Boys'
Golf, Girls'
Soccer, Head Varsity, Boys'
Soccer, Head Varsity, Girls'
Swimming, Boys'
Swimming, Girls'
Tennis, Boys'
Tennis, Girls'
Volleyball, Boys'
Volleyball, Head Varsity
Water Polo, Head, Boys'
Water Polo, Head, Girls'

CLASS IV, 4.5%

Academic Decathlon Advisor, High School
eSports Advisor (two stipends per year, one per semester, per person available)
Journalism Advisor, High School
Mock Trial Advisor, High School
Model United Nations Advisor, High School
Aztec Impact
Renaissance
Baseball, J.V.
Baseball, Assistant
Basketball, J.V., Boys'
Basketball, Assistant, Boys'
Basketball, J.V., Girls'
Basketball, Assistant, Girls'
Beach Volleyball, Girls'
Football, Freshman Assistant (2)
Football, J.V. Assistant

APPENDIX B
(Continued)

COMPREHENSIVE HIGH SCHOOLS: (continued)

CLASS IV, 4.5% (continued)

Soccer, J.V., Boys'
Soccer, J.V., Girls'
Softball, J.V.
Softball, Assistant
Swimming, J.V., Assistant, Boys'
Swimming, J.V., Assistant, Girls'
Track, Assistant, Boys' (2)
Track, Assistant, Girls' (2)
Volleyball, Head J.V.
Water Polo, Assistant, Boys'
Water Polo, Assistant, Girls'
Wrestling, J.V., Boys'
Wrestling, J.V., Girls'
Wrestling, Assistant, Boys'
Wrestling, Assistant, Girls'

CLASS V, 3.5%

AVID Coordinator
Head Counselor
High School Class Advisor - Juniors
High School Class Advisor - Seniors
California Cadet Corps/ROTC Advisor
Choir Advisor, High School
Color guard Advisor, High School
Dance Team Assistant Advisor, High School
Drama Assistant Advisor, High School
Forensics/Mock Trial Assistant Advisor High School
Future Farmers of America Assistant Advisor, High School
Pep Squad Assistant Advisor, High School (2)
Baseball, Freshman
Basketball, Freshman, Boys'
Basketball, Freshman, Girls'
Softball, Freshman
Volleyball, Freshman
Wrestling, Freshman, Boys'
Wrestling, Freshman, Girls'
Winter guard, High School

CLASS V, 2.5%

Flag Football, J.V. Girls'

APPENDIX B
(Continued)

COMPREHENSIVE HIGH SCHOOLS: (continued)

CLASS VI, 2.5%

Web Page Coordinator
Transition Program Coordinator – (Link Crew, Welcome Everybody, 9th Gr. Transition Program)

CLASS VII, 1.5%

eSports Advisor
High School Class Advisor – Freshman
High School Class Advisor – Sophomore
Battle of the Books
Robotics Advisor
State Seal of Civic Engagement (two stipends per year, one per semester, per person available)

CONTINUATION HIGH SCHOOLS (Amistad and Summit):

Department Chairs, 7%

CLASS IV, 4.5%

ASB/Activity/Student Council Advisor
Annual Advisor
Computer Coordinator
Creative Publications Advisor
Journalism Advisor
Basketball, Boys'
Basketball, Girls'
Softball, Boys'
Softball, Girls'
Volleyball, Boys'
Volleyball, Girls'
Soccer, Coed

CLASS VII, 1.5%

Battle of the Books
Class Advisor – Juniors/Seniors

APPENDIX B
(Continued)

ALTERNATIVE SCHOOL OF CHOICE (Horizon):

Department Chairs, 7%

CLASS VI, 2.5%

On-Line Instruction Coordinator/Web Page
Journalism Advisor

CLASS VII, 1.5%

Class Advisor-Juniors/Seniors
eSports (non-CIF)
Robotics (Botball)
State Seal of Civic Engagement (two stipends per year, one per semester, per person available)

MIDDLE SCHOOLS:

CLASS V, 3.5%

Annual Advisor
AVID Coordinator
Band Advisor
Debate
District Sports Coordinator
Drama Advisor
Drill Team Advisor
Head Counselor
ASB/Activity/Student Council Advisor
Site Sports Coordinator
Renaissance

CLASS VI, 2.5%

WEB Coordinator/Advisors (Where Everyone Belongs)

CLASS VII, 1.5%

Battle of the Books
Robotics Advisor
Web Page Coordinator
Math Field Day Coach

APPENDIX B
(Continued)

MIDDLE SCHOOLS: (continued)

CLASS VII, 1.5% Per Sport Per Grade

Basketball, Boys'
Basketball, Girls'
Football
Soccer, Coed
Softball
Track, Coed
Volleyball, Coed

ELEMENTARY SCHOOLS:

CLASS V, 3.5%

AVID Coordinator

CLASS VII, 1.5%

Battle of the Books
Choir
Robotics Advisor
Webpage Coordinator
Math Field Day Coach

EARLY CHILDHOOD LEARNING CENTER:

CLASS VII, 1.5%

Webpage Coordinator

Agreement between DSUSD and DSTA

APPENDIX C

DESERT SANDS UNIFIED SCHOOL DISTRICT

Division of Personnel Service

MEMORANDUM OF UNDERSTANDING
SHARED DECISION-MAKING PILOT

No later than 2/1/94, the parties shall form a District Shared Decision-Making Committee consisting of six (6) members, three (3) appointed by the District and three (3) appointed by the Association, including co-chair by District and Association.

The purpose of the committee shall be:

Agree on guidelines for shared decision-making which include, but are not necessarily limited to,

1) matters subject to shared decision-making,

2) in-services training for participants, and

3) criteria for evaluating impact on learning.

4) determine size and composition of the site-level committee

Select up to three (3) sites (ideally, one elementary, one intermediate, and one high school) to participate in the 1994/95 pilot.

The pilot site(s) shall be notified no later than 6/1/94.

In order to be eligible for selection as a pilot site, a site shall agree to the following:

Not less than two-thirds of the staff at the site voluntarily agree to participate as determined by secret ballot.

Members of any site decision-making committee shall be chosen by their peers except that the principal and the Association faculty representative shall be members.

Shared decision-making shall utilize the process of deciding by consensus.

Shared decision-making shall not involve evaluation, discipline, non-renewal or dismissal of unit members.

Site decisions which would require the waiver of laws, policies or regulations shall be subject to District prior approval.

Site decisions which would require the waiver of a provision of the Agreement shall be subject to Association and District prior approval.

Not later than 2/1/95, the District Shared Decision-Making Committee shall issue recommendations to the parties regarding the impact of the pilot and the advisability of continuing, eliminating and or/expanding the project.

Carol McGrew

Dale Crippen

Agreement between DSUSD and DSTA

APPENDIX C
(Continued)

MEMORANDUM OF UNDERSTANDING

Desert Sands Unified School District
- Division of Personnel Services -

October 26, 1994

Harford J. Windsor
Negotiations Chairperson
Desert Sands Teachers Association

Dear Mr. Windsor:

During the recently concluded negotiations the parties reached the following understanding:

> With respect to special needs students, teachers shall not be required to administer major or intrusive medical procedures unless they first have received appropriate training. Teachers shall not be required to receive such training except where mandated by law.
>
> The parties will periodically review the status of "full inclusion" to determine if a more formalized approach should be explored.

If the above correctly reflects our understanding, kindly signify by signing in the place indicated for your signature.

Very truly yours,

David G. Miller
Attorney
Desert Sands Unified School District

Harford J. Windsor
Negotiations Chairperson
Desert Sands Teachers Association

APPENDIX D

Note: Appendix D shall be referred to the PAR Council for review and changes.

PEER ASSISTANCE AND REVIEW

A. Preamble

The Desert Sands Teachers Association (Association) and the Desert Sands Unified School District (District) strive to provide the highest possible quality education to Desert Sands students. Both parties agree that optimum student performance is achieved when there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Accordingly, the parties agree to cooperate in the design and implementation of professional development program that improve the quality of instruction through expanded staff development, peer assistance, and professional accountability.

Teachers require the availability of resources to enhance continuous performance improvement.

B. Peer Assistance and Review (PAR) Council

1. The PAR Council will consist of seven (7) members. Members of the PAR Council will include the Association President, or designee, three (3) members selected by the Association, and three (3) other members appointed by the District.

2. The PAR Council will establish its own internal procedures, including the method for the selection of a Chairperson. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators.

3. The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Agreement. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators.

4. The PAR Council will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. PAR Council Teacher members shall receive a two-thousand dollar ($2,000) yearly stipend for services on the Council.

5. The PAR Council shall be responsible for selecting a pool of eligible Support Providers (defined in Section E). Written confirmation of participation will be provided by the PAR Council to participating Support Providers.

6. The PAR Council will approve the assignment of Support Providers to Participating Teachers. A Participating Teacher may request to meet with the PAR Council to discuss the assignment of a Support Provider. Written confirmation of participation will be provided by the PAR Council to participating teachers, referred teachers, principals or immediate supervisors, and Support Providers.

APPENDIX D
(Continued)

7. All proceedings and materials related to reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Support Providers may disclose such information only as necessary to administer this Agreement or as otherwise required by lawful process.

8. The PAR Council will approve trainers and/or training providers for Support Providers.

9. The PAR Council will approve the training of Support Providers prior to participation in the Program.

10. The PAR Council will review all final reports prepared by Support Providers. The PAR Council may make a recommendation to the Governing Board or designee regarding a Referred Participating Teacher's continued participation in the PAR Program, including forwarding to the Governing Board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

11. The PAR Council shall annually evaluate the effectiveness of the support programs including the PAR Program. The PAR Council may submit recommendations for improving the Program to the Governing Board and to the Association.

12. The PAR Council will determine the number of Support Providers in any school year, guided by and subject to such factors as the number of participating teachers and available funds.

C. Participating Teachers

1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional practice, classroom management, competency with subject matter, and related aspects of teaching performance.

2. There are four (4) categories of Participating Teachers.
   1) Permanent certificated employees referred for Peer Assistance and Review (PAR)
   2) Permanent certificated employees self-referred for PAR
   3) Credential candidates eligible for induction
   4) Interns

D. Peer Assistance and Review (PAR)

1. Referred Participating Teachers

   a. The purpose of participation in the PAR Program is to help permanent certificated employees in need of assistance to improve instructional and professional practice. Permanent unit members shall be required to participate in the PAR Program as a result of an overall summative evaluation which included two (2) or more unsatisfactory ratings in Standards I – VI (CSTS).

   b. Referred Teachers will participate in the PAR program for one school year.

   c. The PAR Support Provider may indicate to the PAR Council whether the Referred Teacher is benefiting from the assistance.

   d. The PAR Council will develop a format for the Support Provider's final summary report.

APPENDIX D
(Continued)

e. The Support Provider will submit a final written summary report to the PAR Council by May 1. The Support Provider may submit a final report prior to the end of the school-year, if they believes further assistance will not be productive.

f. A copy of the final report shall be provided to the Referred Teacher who shall have the right to submit a written response. The Referred Teacher shall also have the right to meet with the PAR Council to discuss the report, and be represented at this meeting.

g. Results of the Referred Teacher's mandated participation in the PAR Program, as described in B.10m shall be made available as part of their evaluation and for placement in their personnel file.

2. Self-Referred Participating Teacher

a. A permanent unit member who seeks to improve their teaching performance may request the PAR Council to assign a Support Provider to provide peer assistance.

b. A Self-Referred Teacher will submit a written request to the PAR Council indicating area(s) with which they seeks assistance.

c. Participation in the PAR program for a Self Referred Teacher will continue from semester to semester; or 90 school days, whichever is greater.

d. Unless requested by the Self-Referred Teacher, information obtained by the Support Provider while working-together cannot be utilized in the evaluation process nor as the basis for mandating continued participation in the PAR program.

3. This article does not expand nor diminish the unit member's ability to grieve an evaluation under Article 12 of the negotiated contract between the parties.

E. Support Providers

1. A Support Provider is a permanent unit member who provides assistance to a Participating Teacher pursuant to the requirements of the PAR/Intern/Induction programs.

2. Support Providers will play no role in evaluating the teaching performance of Participating Teachers.

3. Support Providers will possess the following qualifications:

a. At least three (3) years of recent experience in the District and have been granted permanent status as a full-time certificated employee and at least four (4) years of classroom teaching experience total.

b. Demonstrated exemplary teaching ability.

c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management with students in different contexts.

APPENDIX D
(Continued)

d. Ability to communicate effectively both orally and in writing.

e. Ability to work cooperatively and effectively with others.

4. A Support Provider provides assistance to participating teachers to improve their instructional performance in alignment with the California Standards for the Teaching Profession (CSTPs). This assistance typically includes:

   a. Collaborative Goal Setting: A Support Provider meets with the Participating Teacher to collaboratively set mutually agreed-upon, SMART (Specific, Measurable, Achievable, Relevant, Time-bound) performance goals. These goals are documented in a formal Support Plan.

   b. Program and Curriculum Support: A Support Provider assists teachers who are completing a prescribed curriculum or accredited university program by mentoring, modeling, and providing feedback on coursework and program requirements.

   c. Structured Observations and Feedback: A Support Provider will conduct a minimum of two (2) formal classroom observations per month. Following each observation, the Support Provider will hold a confidential post-observation conference with the Participating Teacher to provide timely, constructive feedback and discuss instructional strategies.

   d. Instructional Coaching and Modeling: A Support Provider engages in various coaching activities, including but not limited to, demonstrating co-teaching, conferencing, and referring the teacher to specific resources. These activities are based on the professional judgement of the Support Provider and are designed to directly assist the Participating Teacher.

   e. Coordination with Administration: A Support Provider meets and coordinates with the evaluating administrator to ensure alignment between the PAR process and the formal teacher evaluation.

   f. Resource Access: A Support Provider actively increases the Participating Teacher's access to school and district resources, such as curriculum materials, professional development opportunities and technology tools.

   g. Progress Monitoring and Documentation: A Support Provider consistently monitors the progress of the Participating Teacher and maintains a confidential support service log. This log reflects the dates and times of meetings, and the Participating Teacher's progress toward their support goals. This log is confidential and shall only be reviewed by the PAR Council, the employee receiving support, and the Support Provider. This information is used to inform the PAR Council during regularly scheduled meetings, focusing on overall progress and support provided rather than specific confidential details.

5. Induction Support Provider assignments will be made as follows:

APPENDIX D
(Continued)

a. Applications submitted prior to February 28 will be considered for assignments in the subsequent school year. Applications will be available on the district web site year-round.

b. Each applicant is required to submit three (3) reference forms from individuals with specific knowledge of their expertise. References must include an administrator or immediate supervisor, and at least one classroom teacher.

6. PAR Support Providers will be trained to offer both peer assistance and to understand the specific functions of the PAR Programs.

7. The PAR Council will monitor Support Providers and may remove or replace a Support Provider from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Support Provider, or for other reasons which serve the PAR performance of the Support Provider, or for other reasons which serve the PAR Council's best interest. At the request of the Participating Teacher or the Support Provider, the PAR Council may assign a different Support Provider to work with the Participating Teacher at any time during the year. Prior to the effective date of such removal, the PAR council will provide the Support Provider with a written statement of the reasons for the removal, and, at the request of the Support Provider, will meet with them to discuss the reasons.

8. The cycle of eligibility for induction Support Providers shall be two (2) years with the option of adding a third year subject to the approval of the PAR Council. An induction Support Provider after completing a three year term may reapply and begin a new cycle in the pool of support providers.

9. At the request of either the Participating Teacher or the Support Providers, the PAR Council may assign a different Support Provider to work with the Participating Teacher at any time during the year. Request for changes to be effective during the school year and which are submitted after being in the Program thirty (30) school days are discouraged.

10. While working with a Referred Teacher or Self Referred Teacher in PAR, the PAR Support Provider will meet with the principal or immediate supervisor to review and discuss the implementation of the action/support plan. The District and Association promote a cooperative relationship between the Support Providers, Participating Teachers, and Administration with respect to the process of providing peer assistance.

11. In the event that full-time release Support Providers are necessary, they shall be paid an annual stipend of seven percent (7%) of their salary.

    a. In addition to their regular work year full-time release Support Providers may be required to work up to an additional ten (10) days and receive per Diem compensation, provided the days have been authorized by the assistant Superintendent of Personnel Services and recommended by the PAR Council.

    b. Full-time release Support Provider shall be reimbursed for authorized travel expense.

APPENDIX D
(Continued)

c. Upon completion of up to three years of services as a full-time release Support Provider, they will be returned to the position which they held prior to becoming a full-time release Support Provider. If that position no longer exists, they shall be provided a similar position that they is credentialed to teach which may require the District employ additional temporary teachers.

d. Full-time release Support Providers shall have caseloads determined by a ratio of Support Providers to Participating Teachers. This ratio is dependent on the amount of assistance provided to Participating Teachers as determined by the PAR Council.

e. Full-time release Support Providers shall be selected by a vote of five (5) members of the PAR Council after a minimum of two (2) representative of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. Whenever possible site visitation teams shall be made up of at least one administrator and at least one teacher.

F. Due Process and Protections From Liability

1. All communication exclusively between the Support Provider and a Participating Teacher shall be confidential, and shall not be shared with others, including the site principal, the evaluator or the PAR Council without the written consent of the Participating Teacher.

2. Teachers who are on the PAR Council or who act as Support Providers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code section 810, et seq.

3. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

4. Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory functions.

5. Support Providers shall be entitled to all rights of bargaining unit members.

G. Compensation

a. Intern Site Coaches receive $1,000 (current stipend) stipend per assignment.

b. PAR Support Providers receive $450 (current stipend) stipend per assignment for each month of service.

c. Induction Support Providers receives $2,750 stipend per assignment per year.

APPENDIX E

EDUCATION CODE SECTION 48900

A pupil may not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (q), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

APPENDIX E
(Continued)

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.

(r) A pupil may not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school sponsored activity.

(s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(u) A superintendent or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

(v) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

APPENDIX F

_____ **School**

OFFICIAL BALLOT

Shall the new bell schedule approved by a Joint Committee representing DSTA and DSUSD be adopted for the 20__-__ school year?

☐ YES

☐ NO

_____ **School**

OFFICIAL BALLOT

Shall the new bell schedule approved by a Joint Committee representing DSTA and DSUSD be adopted for the 20__-__ school year?

☐ YES

☐ NO

APPENDIX F
(Continued)

_____ **School**

OFFICIAL BALLOT

Which of the new bell schedules, approved by a Joint Committee representing DSTA and DSUSD, shall be adopted for the 20__-__ school year?

☐ Option A

☐ Option B

_____ **School**

OFFICIAL BALLOT

Which of the new bell schedules, approved by a Joint Committee representing DSTA and DSUSD, shall be adopted for the 20__-__ school year?

☐ Option A

☐ Option B

APPENDIX F
(Continued)

_____**School**

OFFICIAL BALLOT

Shall the bell schedule approved in 20__
and implemented for the 20__-__ school year
become the permanent bell schedule?

☐ YES

☐ NO

_____ **School**

OFFICIAL BALLOT

Shall the bell schedule approved in 20__
and implemented for the 20__-__ school year
become the permanent bell schedule?

☐ YES

☐ NO

APPENDIX F
(Continued)

SCHEDULE CHANGE ELECTION

VOTING RESULTS REPORT

SITE: _____ DATES OF ELECTION: _____

Total Ballots Cast	
Blank Ballots	
Illegal Ballots	
Reason(s) for Illegal Ballots	
Legal Ballots Cast	
# Eligible voters/67% needed to affirm	
YES	
NO	

Schedule is: ☐ APPROVED ☐ IMPLEMENTATION YEAR ONLY

☐ NOT APPROVED ☐ ESTABLISHES AS PERMANENT

Did 90% of those eligible vote? ☐ YES ☐ NO If no, how many voters/what percentage? _____

Attested: _____ _____

Representing DSTA Representing DSUSD

APPENDIX G

DSUSD will utilize the student information system Synergy as a universal "form" and/or process to record and report Teacher Suspension of students from their classroom under California Education Code 48910.