

**TENTATIVE AGREEMENT**  
**Desert Sands Unified School District**  
**And**  
**Desert Sands Teachers Association**  
**June 27, 2019**

**ARTICLE 13**  
**SALARY, HEALTH AND WELFARE BENEFITS**

13.1 Effective ~~May 1, 2018~~, **July 1, 2019** the ~~2016-17~~ **2017-18** certificated salary schedule shall be increased by ~~2.3%~~, ~~1.33~~ **1.00%**.

- **The ECE salary schedules will be increased by 10% (not in addition to the 1.00%), and additional salary steps added, per the attached document. (see attached example**
- **Steps 14-18, Column G, shall change from a step increase of 0.9% to 1.18% before the 1.00% is applied.**

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, ~~2016~~ **2019**, the District will make the following contributions (tenths) for full time eligible employees for offered Medical, Dental, and Vision Plans:

Coverage	Tenthsly Cap	Annual Cap
Medical Plans	<del>\$1,336.64</del> <b>\$1,380.50</b>	<del>\$13,366.40</del> <b>\$13,805</b>
Dental Plans		
a) PPO Incentive	\$157.50	\$1,575.00
b) PPO	\$153.19	\$1,531.90
c) Anthem	\$126.58	\$1,265.80
Vision Plans		
a) Vision	\$25.80	\$258.00
b) MES	\$14.15	\$141.50

(Employees may enroll in one medical, dental, and vision plan only)

~~In addition the District will provide unit members a one time off schedule payment of \$1,000 for the 2016-17 insurance year to mitigate the increased cost of health benefits. This payment will be provided to unit members on or before December 10, 2016.~~

In lieu of health coverage, the District will contribute a sum equal to fifty per cent (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.

~~13.2.2 For the 2018-19 insurance year the District will provide unit members who are employed on June 13, 2018 or hired between June 14 and September 15, 2018, a one-time off schedule payment of \$250 to mitigate the increased cost of health benefits. This payment will be provided to eligible unit members on or before September 30, 2018. In addition to the current plans, the District and DSTA have agreed to offer an additional optional plan for: A Consumer Driven Health Plan (CDHP) featuring the Health Savings Account (HSA).~~

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

- a. 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;
- b. 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;
- c. 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 his/her retirement and employed in a California public school district at least fifteen (15) years immediately preceding his/her retirement; this coverage commencing with those retirees who retired effective as of the close of the 1974/1975 school year, but no earlier.

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, he/she is 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, he/she 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. In the event the

District determines to seek competitive bids from trusts and insurance carriers, the District will timely notify REEP of its intent in accordance with REEP by-laws. 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, ten creditable years of prior public school teaching will be granted.

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 ~~teacher's~~ **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 ~~teacher~~ **unit member** who resigns in good standing and returns to the District within 39 months of his/her last date of paid service shall be credited on the salary schedule ~~with up to two years of~~ **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 ~~teacher~~ **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; and
4. ~~Under no circumstances shall this placement result in placement which reflects more than ten years of creditable service.~~

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 ~~Teachers of high school courses for which the District is reimbursed from vocational educational funds, and for which the 8.0 or 8.1 credential or :~~ **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 ~~teacher~~ **unit member** for initial placement on Column A of the teachers' salary schedule. ~~Teachers~~ **Unit members** with four (4) or more years of occupational experience and a credential authorizing the holder to teach ~~vocational trade and~~ **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 ~~teachers~~ **unit members** with respect to degrees and units earned.

13.18 Movement on the ~~teachers'~~ **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 ~~Certificated employees~~ **Unit members** holding a Doctorate Degree will receive an annual stipend of \$700.00. 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 ~~teachers~~ 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 3, 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 ~~Teachers~~ 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 ~~Teachers~~ 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, ~~teachers~~ unit members receiving the additional students shall receive a prorated portion of substitute pay.

13.22.2 ~~Teachers~~ 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 ~~teachers~~ unit members from that list.

## STAFF DEVELOPMENT

### 13.23 Staff Development and Mentor Programs:

1. District sites may schedule at least two Staff Development days. The sites may schedule additional blocks or days if funding permits and is approved by the District Office. In connection with planning such days for future years, the sites shall utilize collaborative models with the principal consulting with ~~teachers~~ unit members in order to establish the curriculum and scheduling. Site administrators shall make the final decision on such matters, including providing for mandated trainings, if any.

2. For purposes of this clause, a full day of attendance is defined to mean 6 hours, 20 minutes of training. Sites may schedule the trainings for a single day or in ½ day blocks of 3 hours and 10 minutes.

3. ~~Bargaining~~ unit employees members who attend such days shall receive for each day of full attendance payment in the gross amount of \$280. If the site utilizes ½ day blocks, unit members shall be paid \$140 for attending each block.

4. 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:

- a) relevant to the ~~teacher's~~ unit member's current teaching assignment;
- b) which enables ~~teachers~~ unit member's to expand their assignment range within the district; and/or,
- c) reflects the goals and objectives stated within the Professional Growth Philosophy.

~~Teachers~~ unit member's 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 waived 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). To be eligible for movement to Column G, a teacher must have a Master's or higher Degree and complete fifteen (15) Staff Development or prior approved semester units (inclusive of hours/units, as stated in 13.23.1, over where the employee was first placed on the salary schedule) to move from Column F to G.

Quarter units will be calculated as two-thirds (2/3) of a semester unit.

Fifteen (15) semester units are needed for each column movement.

#### ~~13.23.2 Professional Growth Policy:~~

~~Out of state, provisionally credentialed employees covered by this policy shall develop an individual program of professional growth identifying professional growth goals and professional growth activities. Over a five year period, a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education is required.~~

~~(1) On an appropriate form, the credential holder shall write his/her professional growth plan, identifying professional growth activities in two or more of the general areas outlined below (under most circumstances, the District will not approve a plan which consists primarily of activities listed under letter g below):~~

- ~~a) Completion of one or more lower division, upper division, or graduate level courses offered by an accredited college or university.~~

b) Participation in professional conferences, workshops, teacher center programs, and DSUSD Staff Development Programs.

e) Participation in a systematic program observing and analyzing teaching with required follow-up activities.

d) Service in a leadership role in an educational institution. (Activities which are part of the institution's routine functioning or a part of the teacher's basic responsibilities are not acceptable.)

e) Service in a leadership role in a professional organization. (Efforts to increase membership or participation in collective bargaining activities are not acceptable.)

f) Participation in educational research or innovation efforts.

g) Other acceptable activities are: Participation in a professional exchange program, alternative work experience program, a program of independent study, creative endeavors, and cultural experiences.

h) Service as a mentor teacher.

(2) One clock hour shall be recorded for each hour spent directly in an activity approved and identified in a signed professional growth plan. Time spent traveling or in completing out-of-class assignments shall not be recorded except when the teacher and the professional growth advisor agree that certain out-of-class assignments are appropriate and qualify as approved professional growth activities.

(3) District management shall designate an adequate number of professional growth advisors. Designated advisors shall hold a valid, clear California teaching or service credential and a Baccalaureate Degree from an accredited institution of post secondary education. Credential holders may choose any advisor from the District's list of designated advisors and may change advisors any time during their professional growth program. No credential holder may serve as his or her own professional growth advisor.

(4) A credential holder may amend his/her professional growth plan by adding, deleting, or changing goals. The professional growth advisor shall sign a professional growth plan and initial an amendment to the professional growth plan provided it complies with Education Code section 44277.

(5) No professional growth advisor or other person shall compel a credential holder to include any particular activities in his/her professional growth plan and no advisor shall refuse to approve a credential holder's proposed plan, if it complies with Education Code section 44277.

(6) In the event of an arbitrary refusal by a professional growth advisor to verify completion of the program of professional growth, the credential holder may appeal such action to the Commission on Teacher Credentialing. The professional growth advisor may require reasonable verification that the time keeping and elements of the professional growth plan have been accurately recorded.

(7) The District will notify employees who are subject to this provision of their 150 hour professional growth requirement and provide them with appropriate forms, a list of advisors, and a copy of the District's professional growth program.

(8) In the event Education Code section 44277 or the regulations thereunder are amended to provide greater District control of the program, the parties shall, upon request, meet to negotiate appropriate changes in the program.

**13.24 Increased Instructional Time and Compensation:**

In the event increased instructional time is not fully funded under SB 813, the District and the Association will meet and negotiate to reduce both instructional time and compensation to a level commensurate with the SB 813 funding.

Moved from Appendix B

**13.23 Specialist Salary Additional Compensation**

13.23.1 Behavior Specialist, Inclusion Specialist, Deaf and Hard of Hearing Itinerant, and Orthopedically Handicapped Itinerant Specialist shall be placed on the Teachers' Salary Schedule with 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.**

13.2.2 Speech/Language Pathologist (SLP) 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.**

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

- 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%

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.

DSUSD

*Danna Salaza*

*Steve Anderson*

*Anton Hill*

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DSTA

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**TENTATIVE AGREEMENT**  
**Desert Sands Unified School District**  
**and**  
**Desert Sands Teachers Association**  
**May 10, 2019**

**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.
2. Plans must be submitted by March 1<sup>st</sup> to the joint committee and the joint committee will complete the review process by March 15<sup>th</sup>. 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 he/she has 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.

7. If the plan is approved by the required percentage, the plan will take effect for one year. The site shall vote again by April 1<sup>st</sup> 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.
8. All other terms and conditions under Article 6.1 apply.
9. 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 he/she has been exposed to undue pressure, he/she 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. It is expected that at least 90% of the eligible affected staff at a site shall participate in the vote. If fewer than 90% vote, the Assistant Superintendent, Personnel and the DSTA President shall be contacted and a meeting shall be held to determine the reasons for the lack of participation. The Assistant Superintendent, Personnel and DSTA President shall then determine whether the absent staff votes are required or if the submitted vote percentage is sufficient to deem the voting process official. Staff members opting not to participate in the voting process, shall communicate their decision in writing to the Assistant Superintendent, Personnel and DSTA President, and will not be counted within the 90% participation rate.
10. 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. 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) Fridays)	120 minutes per week (including
K, 1, 2 & 3	120 minutes per week
4-5	200 minutes per week

Elementary teachers w/single subject  
and/or combination classes

200

Secondary

The equivalent of one period per day

All elementary planning time shall be provided in segments of at least 30 minutes, 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.

6.1.2.1 A minimum of fifty percent (50%) of designated non-instructional teacher work days will be provided 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 If a secondary unit member feels they have been assigned an unreasonable number of preps, they should:**

- a) **Speak with their principal, if no resolution then**
- b) **Bring their concern to their site representative, if no resolution then**
- c) **Have the association bring their concern to Personnel**

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 teacher may request that the principal or his/her designee release him/her for a portion of the workday between the end of his/her last assigned period and the end of the teacher's workday. The principal shall not unreasonably deny the request.

~~6.1.5 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.~~

6.1.6 In addition to the above hours, the Association and the District recognize that the professional responsibilities of educators involve additional time and activities as part of the normal instructional program. Accordingly, teachers shall attend and participate in such activities as open house/back-to-school night, graduation/promotions, award ceremonies, and perform such other reasonable professional responsibilities and assignments as directed, not to exceed eight (8) hours per school year. After a unit member has completed 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.

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 (K-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 will 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 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.

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 pro-rata 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, grade level, collaboration, TRAC, Program Improvement, or department 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 twenty (20) 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 week of school. In the event there is a necessity to reschedule meetings or add additional meetings, unit members will be given notice as soon as possible.**

6.1.10 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 services for high need students by providing a weekly late start/early release day. 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:

- a. All schools shall be required to participate
- b. Meets applicable LCFF standards. Focus shall be on improving or increasing services for high need students
- c. 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, TRAC, best practice videos, AVID student performance portfolios, District directed PD initiatives, EADMS 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.

d. 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 his/her regular workday shall report to his 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 his/her 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 his/her health and welfare benefits entirely and for the other teacher to receive the full (100%) benefit package.

6.4.4 In the event of illness of one of the tandem teachers, the other teacher will substitute; in such instance the absent teacher shall have the amount of sick leave utilized deducted and the substituting partner shall be credited with an equivalent amount, in half-day increments.

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

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

6.4.7 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.

6.4.8 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.

6.4.9 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.

#### 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

#### 6.7 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.

DSUSD

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