

**Dunsmuir Joint Union High School
District**

**CERTIFICATED
MASTER
CONTRACT**

Between

Dunsmuir Joint Union High School District

and

**Dunsmuir High School Unit/Southern
Siskiyou County Teachers Association/CTA/NEA**

July 1, 2015 - June 30, 2019

- Board approved 12-9-15
Board approved MOU 5/11/16

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SIGNATURE PAGE

This is the final and complete agreement of the District and the Association on all topics within the scope of negotiation for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. All topics not included herein are deemed withdrawn.

Ratified by:

Dunsmuir High School Unit/Southern
Siskiyou County Teachers Association/
CTA/NEA

Dunsmuir Joint Union High
School District

Board President

Board Clerk

Superintendent Ray Kellar

ARTICLE I AGREEMENT INTRODUCTION

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Dunsmuir High School District ("Board") and the Dunsmuir High School Unit/Southern Siskiyou County Teachers Association/CTA/NEA ("Association"), an employer organization to represent members in matters of negotiations.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").
3. This Agreement shall remain in full force and effect commencing July 1, 2015 thru June 30, 2019.
4. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
5. This Agreement shall supersede any policies of the Board which are, or any in the future, be contrary to or inconsistent with its terms.
6. Within 30 days of ratification of the Agreement by both parties herein, the Board shall have copies, prepared and delivered to the Association for distribution to teachers in the District.
7. The provisions of the Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this agreement shall be uniform in application and effect.

ARTICLE II RECOGNITION

1. The Board recognizes the Association, as the exclusive representative of all certificated employees of the Faculty- excluding management, confidential, and supervisory employees, as defined in the Act, substitutes, aides and employees hired only for extra-curricular activities - for the purpose of meeting and negotiating.

ARTICLE III PROFESSIONAL DUES OR FEES

1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between May 1, and August 15, of any year. Pursuant to such authorization the Board shall deduct one tenth of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Teachers will pay for cost of the deductions if the District is charged.

ARTICLE IV PAYROLL DEDUCTIONS

1. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V DISTRICT RIGHTS

1. All District's rights and functions, including its power and authority to direct, manage and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.

2. The rights of the District include, but are limited to, the exclusive right to determine the mission of its constituent divisions. school, committees, programs, etc.; set standards for employment and promotion; hire, train, direct, and assign its employees; take disciplinary action; terminate employees; determine appropriate curriculum; maintain the efficiency of District operations; determine the methods, means, and personnel by which District operations are to be conducted; determine what facilities are necessary for District operations; determine the functions in emergencies; develop and establish budgetary procedures and make budgetary allocations; and exercise all complete control and discretion over its organization and the method of performing its work.
3. The District shall make rules and regulations pertaining to employees consistent with the Agreement.

ARTICLE VI CONCERTED ACTIVITIES

1. It is the intent of the parties that during the term of this Agreement the members of the Association shall faithfully and diligently perform all of the duties normally associated with their positions. There shall be no strike, slow-down, work stoppage, picketing, or any other failure to properly perform assigned duties, by the Association, its officers or members.
2. In the event that members of the Association take any steps in violation of the provisions of this section, the Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.
3. In the event of violation of this section, District may terminate any right granted by this Agreement or by other provisions of District rules, regulations, or policy from the employees involved, and may take steps to appropriately discipline the employee, which discipline may include termination of employment.

ARTICLE VII LEAVES

1. Rules for General Absence

- 1.1 Employees shall not be absent from school during their scheduled assignments, or from a class, without notifying and receiving permission from the Principal or his authorized representative. If it is necessary for an employee to leave the school grounds during school hours, permission must be received from the Principal or authorized representative.
- 1.2 If an employee has a planned absence from duty, (conference, staff development, coaching, etc.), notice should be given to the Substitute Coordinator 10 days prior, however no later than 5 days prior, unless circumstances just don't allow for this. For all other absences, except in the event of an emergency, the coordinator shall be notified prior to the day of absence. It is the responsibility of the employee to see that the class roll book, lesson plans and other pertinent material necessary to conduct the class are made available to the substitute.
- 1.3 An employee who returns from a leave of absence shall not enjoy the right to return to work and teach any particular course of study. Rather, the primary consideration in assigning the employee shall be the instructional needs of the District as determined by the Superintendent.
- 1.4 Any absence from service which is not specifically covered by the provisions in this Article shall be considered without leave and shall subject the unit member to discipline.

2. Sick Leave or Medical Appointments

- 2.1 Employees, under regular full-time contract, shall be entitled to 10 days leave of absence for illness or injury each school year. This leave is cumulative.
- 2.2 Leave can only be utilized for a bona fide illness or injury. Before leave may be credited for usage, the unit member must verify in writing that the unit member was either ill or injured. In addition, the District may require a physician's certification of illness when the illness is

greater than three consecutive work days or when the District has a reasonable belief of an abuse of leave. Prior to return to duty from a long illness or injury, the employee may be required to provide a statement from a physician that he/she is physically able to resume regular duties. At the exhaustion of sick leave, including accumulated sick leave, if an employee is still unable to return to work due to illness or injury, the employee shall be entitled to an additional period of five months.

- 2.3 During these five months, the amount deducted from the salary due the employee for the time such absence occurs, shall not exceed the sum paid a substitute employed to fill the position during his/her absence, or if no substitute was employed, the amount which would have been paid to the substitute had he/she been employed.
- 2.4 Employees absent from duties under this section for less than one whole work day shall be charged sick leave on the basis of a 7 ½ hour day, prorated to the hour or major fraction thereof.
- 2.5 In case of absence due to illness or accident, employees shall notify their principal or designee as soon as possible but not later than 6:30 a.m. of the day sick leave commences except in case of emergency.
 - (A) The principal or designee shall be notified of intent to return to work not later than 3:00 p.m. on the day preceding the return. If such notification is not made, the principal will ask the substitute to report for work on the following day.
 - (B) If on the following day, both substitute and regular teacher report for duty, the substitute and not the regular teacher shall be paid for service.
 - (C) If the employee is absent on Friday, on the day before a holiday or on the last school day of any week, the substitute's service will be terminated without any notification from the regular employee. Inability to return to work on the first day of the following week shall require the employee to report again to the principal his intended absence.
- 2.6 When directed by the Board or Board's designee, an employee shall undergo a physical or medical examination by a doctor selected by the Superintendent and Board and the cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the Board. Time absent from school shall not be counted as sick leave. The District may require an affidavit under penalty of perjury as to the reason for the absence and may request medical verification prior to payment.

3. In-Service Leaves

- 3.1 A teacher shall be entitled to two days of paid leave each school year for the purpose of improving his performance. Such leave may be used to visit classes in other schools or to attend Association workshops related to his performance, and must be approved in advance by the Board or Board's designee.

4. Jury Duty Leave

- 4.1 Employees will be granted leave for the purpose of serving on jury duty.
- 4.2 Employees receiving notice to appear for jury duty will confer immediately with the Principal or supervising administrator.
- 4.3 If the employee determines that the absence will disrupt the instructional program, the employee shall contact the office of the court who called the juror and request exemption.
- 4.4 When an employee is granted leave for jury duty, he/she shall endorse his/her juror's pay, if any, excluding mileage and meal allowance, to the District.

5. Bereavement Leave

- 5.1 Every employee shall be entitled to up to three days bereavement leave, (five days if trip is over 600 miles), because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee.

- 5.2 "Member of the immediate family" shall here mean: mother, father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister of the employee, grandparents of the employee and spouse, the son-in-law or daughter-in-law of the employee,; or any relative in the immediate household of the employee.

6. Pregnancy and Child-Rearing Leaves

- 6.1 Unit members are entitled to use sick leave as set forth in the Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and that date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.
- 6.2 The Board may grant an unpaid leave of absence, not to exceed one year, to an employee for the purpose of caring for his/her newly-born child.
- 6.3 Requests for leaves shall be discussed with her principal and a letter of request for leave shall be submitted at least two (2) calendar months prior to the expected birth of the child, unless emergency dictates otherwise.

7. Parental and Adoption Leave

- 7.1 Five days of parental and/or adoption leave shall be granted the prospective parent on "the day of birth" and "the take-home day". Such leave shall be with pay and shall be deducted from accumulated sick leave.

8. Personal Necessity Leave

- 8.1 During any school year up to seven (7) day's leave of absence for illness or injury allowed pursuant to (B.P. 4161.2 1/94), the first responsibility is the job assignment. Personal Necessity Leaves may be used by the employee in cases of personal necessity as defined below:
- (A) Death, accident, or illness involving the employee's immediate family, other relatives, accident involving the employee's personal property or the personal property of the immediate family, other relatives. These days are in addition to those provided for bereavement.
 - (B) Members of immediate family shall here mean: mother , father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister, brother-ion-law, sister-in-law, or any relative living in the immediate household of the employee.
 - (C) Appearance in court as a litigant, or as a witness under official order.
 - (D) Inability of employee to get the employee's assigned place of duty because of circumstances beyond his/her control. Not less than one-half (1/2) day of leave may be used for this purpose in those instances where prior notification is not given.
 - (E) To attend religious observances or weddings. Ceremonies, or traditional observances honoring the employee or members of the employee's immediate family.
 - (F) To attend to legal or business matters of which cannot be scheduled outside of the work day and are of compelling personal importance.
 - (G) To take examinations related to advanced training which cannot be scheduled during off-duty hours.
 - (H) The following are not considered reasons of compelling personal importance: attendance at or participation in functions which are primarily for the employees amusement, pleasure, personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is seeking or engaging in other employment; engaging in a strike demonstration, picketing or any other activities related to work stoppage.
- 8.2 The employee's election to use sick leave for any purpose allowable shall be indicated on the Employee Absence Report form which shall be attached to the payroll sections of the Monthly Absence Report. The employee shall check on the absence form reason(s) for use of sick leave for reasons outlined in this section. Leave is not cumulative from year to year.

9. Earned Compensation Time Release-Special Projects

- 9.1 Employees may earn leave time by working on approved projects to fulfill district needs. All

time spent on these projects must be outside the regular contractual school day. These projects may include, but are not limited to curriculum development, workshops, seminars and graduate level course work, or projects that will enhance the school learning environment.

- 9.2 The use of leave time under this policy will be subject to the availability of substitutes and approval of the administration.
- 9.3 In the accrual of leave under this policy, the accrual of seven and one-half (7 1/2) hours will be the equivalent of one school day of leave.
- 9.4 An employee may carry over Earned Compensation Leave from one year to the next. Employees may not earn more than five days per school year.
- 9.5 Earned Compensation leave may not be taken in conjunction with any holiday or vacation without the express approval of the Board of Trustees. (7-1-99)

10. Personal Leave

- 11.1 Employees are entitled to a personal leave of absence when their request is not covered by any other leave policy.
- 11.2 The following regulations govern personal leaves:
 - (A) The primary responsibility of the employee is to the job.
 - (B) The leave is intended to provide employees with an opportunity to attend to compelling obligations which cannot be met outside of normal working hours. Personal leave does not include activities involving compensation.
 - (C) Leave is deducted from sick leave or is unpaid if sick leave is exhausted.
 - (D) Leave is limited to two days per year.
 - (E) Leave is limited to one employee per day per school.
 - (F) Prior notice to site administrator is required except in emergency situations.
 - (G) Leave is not cumulative from year to year.
 - (H) The Site Administrator may request substantiation from the employee if additional information is required.

11. Time compensation for classes "covered" during preparation periods:

- 10.1 A record for each period covered during a teacher's preparation period would be kept.
- 10.2 For every seven and one-half (7 1/2) hours of time accumulated a teacher would be granted one (1) day leave of absence. A minimum of 30 minutes of coverage in any one instance or coverage is required for this type of leave to be earned. Minutes are earned minute per minute of coverage.
- 10.3 Earned Compensation leave may not be taken in conjunction with any holiday or vacation without the express approval of the Board of Trustees. (7-1-99)
- 10.4 Other compensatory leave may be granted by the Superintendent. (Proper paperwork and requests should be made in advance) (7-1-99)
- 10.5 Compensation for such "substitute" service shall be paid at the unit member's regular hourly rate on the June payroll warrant unless time off is granted by the Superintendent in lieu of payment for such substitute service as specified in 10.2, 10.3, 10.4 above.
- 10.6 A unit member may carry over from one year to the next total of 7 1/2 hours of time which the unit member may then use with pay during the subsequent school year.

UNCOMPENSATED LEAVE OF ABSENCE

1. General Provisions for Uncompensated Leave

1.1 The Dunsmuir Joint Union High School District Board of Trustees may grant a limited number of uncompensated leaves of absence.

1.2 Such leave shall be requested in writing by May 15 to the District Superintendent and will be considered only for a full school year. In unusual or emergency situations a request may be considered for the remainder of that school year.

1.3 Sick leave and employee benefits will not be granted for periods of uncompensated leaves of absence. Any certificated employee may continue any or all benefit plans for the period of their leave. Monthly payments in advance in the District Office or County Office shall continue these plans in effect.

1.4 Employees granted uncompensated leaves of absence must work 75 percent or more of the scheduled days in the school year in order to advance on the salary schedule.

1.5 On or before March 15th of the year in which an employee is on uncompensated leave of absence, a letter shall be submitted to the District Superintendent indicating the employee's intention to return to the District for the following school year. Failure to declare his/her intention by this date shall be handled as a resignation effective June 30 of that school year.

1.6 At the expiration of leave, the employee will be reinstated in the position held at the time uncompensated leave was granted, whenever possible. If the position is different the District shall provide written reasons for the change.

2. Infant Care Leave of Absence

2.1 Uncompensated leave of absence may be granted certificated employees of the District who desire to be absent from their duties because of pregnancy or infant care before or following pregnancy. The provisions of this regulation shall also apply in cases of employees who adopt in infant child.

2.2 Such uncompensated leave of absence shall be up to a full school year, except that a certificated employee who goes on maternity disability leave during a school year may have that portion of the school year missed added to the succeeding full infant care leave.

3. Short Term Leave of Absence

Short-term personal leaves of absence may be granted for the personal convenience of the employee, subject to full salary deduction and to the following conditions:

- 3.1 Short-term personal leaves shall be of the shortest duration necessary to accomplish the desired objective and may be no less than one (1) full day and except in cases of emergency shall not exceed a total of ten (10) days in any fiscal year.
- 3.2 Short-term personal leaves must have the recommendation of the Superintendent. The absence shall be verified to not seriously affect the educational program.
- 3.3 The absence shall be granted only in cases where it can be demonstrated the need for such absence cannot be fulfilled outside the regular duty hours.
- 3.4 Approval for such leave must be submitted in advance to the Superintendent a minimum of five (5) working days.

4. Special Leaves of Absence

- 4.1 Employees may request a leave of absence from duty for a period of up to one year. Such leaves shall be without pay. Employees granted such leave may continue fringe benefits at their own expense with the approval of the insurance carrier. Requests for leave may be based on illness or personal reasons.
- 4.2 Employees requesting such leaves shall present a letter to the Superintendent indicating reasons for the request. In the event a request is asked for personal reasons, the request shall be submitted prior to March 15th of the year prior to the leave. Exceptions to the March 15th deadline may be granted by the Superintendent for extenuating circumstances.
- 4.3 The Board of Trustees may grant up to one year's leave when such leave will benefit the students of the District. Such leave may be extended beyond one year at the discretion of the Board.
- 4.4 The employee on leave must notify the District in writing by no later than March 1st of the year of the leave on f the employees intent to return. The District will notify the employee by certified mail of the requirement at least one month prior to the March 1st deadline.

5. Sabbatical Leaves of Absence

Sections 13457 and 13458 of the Education Code are incorporated into this Agreement, except as supplemented below:

5.1 The Board may grant employees a sabbatical leave of absence not to exceed one year for the purpose of permitting study or travel by that employee, which will benefit the schools and the students of the District. No such leave, however, shall be granted to any employee who has not rendered full-time service to the District for at least seven consecutive years preceding the granting of the leave, and not more than one such leave shall be granted in each seven year period.

5.2 Each employee granted such leave shall receive compensation at the rate of one-half the salary the employee would have received during the period of the leave if he/she had continued in regular service during such period. Any compensation so granted may be paid in two equal installments during the first two years of service rendered as an employee of the District following the return of the employee from the leave of absence. Applicants who desire to receive salary allowance while on sabbatical leave must furnish suitable bond indemnifying the District for any salary paid the employee during the period of the sabbatical leave; or in the event the employee fails to satisfactorily carry out the program of study or the itinerary of an approved trip. The bond shall be exonerated in the event that failure of the employee to return and render the required service is caused by the death or the physical or mental disability of the employee.

Physical disability shall be certified by a physician acceptable to the District and mental disability by a psychiatrist acceptable to the District. Costs of such examinations shall be at the employee's expense. Employees on sabbatical leave shall continue to receive District fringe benefits paid for by the District.

5.3 Employees applying for sabbatical leave shall do so by sending a letter of application to the Superintendent. Applications shall be received no later than February 1st of the year prior to the effective date of the leave. The Superintendent shall notify employees as to the status of their leave request by March 1st of that same year prior to the leave. The applicant shall set forth the purpose of the leave and shall give examples of why the leave will be of benefit to the District. The application shall also describe the program of study, the courses to be taken, and the total units to be earned. The applicant must, except when travel is involved, enroll in a minimum academic program in the college or university where the work is taken. This will equal at least 12 semester units of course work. In the event that the applicant seeks a leave to travel, the application must give precise examples of the value that would accrue to the District. All leaves which involve travel must include provisions for the earning of a minimum of six semester units per semester. All units shall be awarded by an accredited U.S. institution. The Superintendent may deny a request for leave even though the number of leave requests is less than the maximum leave allowed when, in the judgment of the Superintendent, the leave will not be of value to the District.

5.4 At the conclusion of the leave, the employee shall furnish the Superintendent with official transcripts to verify work agreed to be taken at the time the leave is granted. The returning employee shall also submit to the Superintendent a written report outlining programs undertaken during the leave and the report shall include examples of why the leave was of value to the District. In the event the sabbatical leave included travel; the report shall follow the pattern agreed to by the employee and the Superintendent at the time the leave was approved. Such a report shall be in considerable detail and consist of lessons, audiovisual materials, etc., that can be used in the instructional program by the employee and other employees of the District.

5.5 The number of sabbatical leaves during any year shall not exceed one employee per school site. In the event that more than one employee applies for sabbatical leave, the Superintendent shall recommend the employee granted leaves. Employees with five years or less of expected service to the District following the leave will not be granted sabbatical leave. The minimum time for sabbatical leave shall be one year.

5.6 Any requested sabbatical leaves and recommendations for such must be approved by the Board.

6. Family and Medical Leave Act

6.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Civil Rights Act (CFRA). The parties will mutually agree upon a memorandum covering various rights and obligations, including those areas where discretion may be exercised by the District and/or the employees.

7. Catastrophic Leave

7.1 Members may use Catastrophic Leave pursuant to the following provisions:

- (A) Catastrophic Leave shall begin only after all accumulated sick leave (with the exception of differential paid sick leave pursuant to Article VII 2.3) and other paid leaves have been exhausted.
- (B) Maximum Catastrophic Leave shall not exceed six (6) consecutive months or the maximum number of days donated pursuant to this section, whichever is less.
- (C) Any leave granted under the Article that extends beyond May 15th of the current school year must be approved by the Association and the District.

7.2 To request Catastrophic Leave, the unit member or designee shall submit the appropriate form to the Association President, along with verification of a physician that supports the request.

- (A) To qualify for such leaves, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all sick leave and other paid leaves (as defined in Article VII 7.1 (A)).
- (B) A "member of the employee's family" shall be limited to the spouse, child, parent or an individual over which the unit member has legal guardianship.

7.3 As soon as practicable, the Association Executive Board shall meet and consider the request for Catastrophic Leave.

- (A) If the request is denied, the Association President shall notify in writing the unit member or designee.
- (B) If the request is approved by the Association, the Association shall solicit unit members on the appropriate District form to authorize donation of sick leave days pursuant to this Article. Completed forms shall be returned to the Association President.
- (C) A qualified unit member must have a minimum of thirty (30) days sick leave to qualify to donate and must maintain a minimum of twenty (20) days of sick leave per school year.
- (D) Donated sick leave days may be utilized in increments of one-half work day.
- (E) If the days of donated sick leave are not used, those days will be retained by the donor.

7.4 If a unit member exhausts his/her donated sick leave from the Catastrophic Illness Leave Pool, the unit member or designee may request additional Catastrophic Illness Leave pursuant to this Article. However, in no event shall the unit member be eligible to use more than six (6) consecutive months of Catastrophic Illness Leave.

7.5 The Association shall provide the District with the documentation needed to manage the program.

7.6 The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this Article. The Association also agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this Article.

- (A) The Association agrees to indemnify and hold the District harmless from any loss or damage arising from the implementation of this Article.
- (B) In the event of any grievance, claim or lawsuit challenging the legality or enforcement of the Article, the District may terminate this Article upon written notice to the Association.

**ARTICLE VIII
PHYSICAL EXAMINATIONS**

1. Examinations for tuberculosis will be required every four years. Such examinations shall be by county health department clinic with release time provided.
2. Except as provided in paragraph 1 above, no physical or mental examinations shall be required of any teacher, unless paid for by the District.

**ARTICLE IX
TEACHING HOURS**

1. The length of the regular teacher work day, including preparation time, lunch relief periods and time required before and after school shall not exceed eight hours; provided, however that the Superintendent/Principal may require teachers to attend faculty/in-service or teacher workday meetings as necessary to complete school business.
2. Hours of employment for part-time employees shall be assigned by the Superintendent.
3. No teacher shall be required to report for duty before 8:00 am each morning, or to remain on duty after 4:00 pm, except to attend the meetings referred to in paragraph 1 above, or as needed to handle other assignments as set forth in Article XI pertaining to non-teaching duties.
4. Full-time teachers shall have five (5) unassigned periods each week set aside exclusively for preparation, planning and conferences. These periods will be scheduled at one per day, unless agreed to in writing by the teacher and the administration. Full-time teachers shall not be assigned more than 15 class periods of instruction per week. Teachers shall not be assigned to teach classes during their preparation period except by mutual agreement. Permission to leave campus during this period shall be requested from the principal or his designee. (01/01)
5. Every teacher shall be entitled to one duty-free uninterrupted lunch period each day. The lunch period shall be equivalent to the student lunch period.
6. There shall be 180 instructed days. (Adopted 10-10-84) Inservice: ½ day administrative in-service on the day preceding the opening of school and ½ day of classroom preparation. The 1 days of inservice shall not occur prior to one calendar week before school starts. 1 Additional in-service day will be the day directly following the last day of school and will be placed within the regular school calendar. Every effort shall be made to coordinate the calendar with the other schools in the community. (adopted 1983-84)
7. In-service/Teacher Workday Training A total of twelve Teacher Workdays training, in excess of the 180 days of instruction and the two (2) days of inservice stated in number 7 above shall be scheduled annually. If additional In-service days are necessary for the good of the educational value of the school, these days will be paid upon mutual agreement between administration and staff. All in-service training days shall be discussed and pre-arranged in advance of the actual training and will generally be an all school event.

**ARTICLE X
PAYMENT FOR NON-TEACHING AND EXTRA CURRICULAR DUTIES**

1. "Non-teaching duties" means any duties which are required by the Board and which do not involve regular curricular instruction of students. Such duties include, but are not limited to, collection of student monies, mandated attendance at Board in-service meetings, campus supervision, mandated attendance at P.T.A. or similar meetings, mandated meetings with parents, participation in student clubs and activities, supervision of student dances, and attendance at Board meetings and Faculty in-service education meetings. (Except as set forth herein below, these duties shall not be compensated.)
2. "Extra-curricular duties" includes the type of duties set forth in Appendix II. Teachers shall be paid as specified in Appendix II.

3. Supervisory duties shall be set forth in Appendix I and paid at the rate specified in Appendix I.
4. Extra-curricular duties will be mutually agreeable. If mutual agreement cannot be reached, the Board reserves the right to assign personnel to a designated duty. Members of bargaining units will be given first right of refusal. Persons outside the unit may be assigned.
5. If any such paid activity is dropped or discontinued by mutual agreement, the compensation shall be reduced pro-rata.

**ARTICLE XI
CLASS SIZE**

1. The Board agrees that class size should not be unreasonably large for the grade level and subject matter taught. If the teacher feels his teaching load is excessive, he may request a meeting with the principal to discuss the issue.
2. Class sizes shall be determined by the Principal using the following criteria: learning environment, subject matter, type of instruction, ability of pupils, health and safety standards, use of special facilities and equipment, student population and budgetary restraints.

**ARTICLE XII
PART-TIME EMPLOYMENT**

1. Part-time employment shall be mutually agreeable to both Board and employee.
2. The Board may negotiate individually with any teacher about part-time employment hours.
3. Part-time employees shall be entitled to the same percentage of fringe benefits as the percentage of the regular work day they work. They shall have the option of paying the balance of such fringe benefits by cash or payroll deduction, or waiving such fringe benefits. Fringe benefits required by law shall be paid by the District.
4. So long as a part-time teacher teaches at least three periods per week, he/she shall be entitled to move on the salary schedule and he/she shall not lose seniority rights (or permanence for those who have it.) (2/96)

**ARTICLE XIII
EVALUATION**

1. The District shall evaluate and assess unit members as it reasonably relates to the following standards:
 - 1.1 The progress of pupils toward the standards established by the District of expected pupil achievement at each grade level in each area of study; and
 - 1.2 The instructional techniques and strategies used by the unit members, and
 - 1.3 The unit member's adherence to curricular objectives; and
 - 1.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's assignment; and
 - 1.5 The performance of the other duties/activities to the unit member's assignment; and
 - 1.6 The quality of human relationships with students, parents and District personnel.

For non-instructional unit members, as applicable, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities.

2. Evaluation and assessment made pursuant to the article shall be reduced to a written document and a copy thereof shall be transmitted to the unit member not later than thirty (30) days before the last day of school in the year in which the evaluation takes place. The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's personnel file. Before May 15th, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.

3. Probationary evaluation and assessment of the performance of each certificated unit member shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status.

4. Any evaluation performed pursuant to the article which contains an unsatisfactory evaluation may include the requirement that the certificated unit member shall participate in and Improvement Plan.

4.1 Effective July 1, 2014 to June 30, 2016, teachers receiving an unsatisfactory evaluation in any given year will not be eligible for a step-increase on the salary schedule for the following year and thereafter until a satisfactory performance is achieved. The District will utilize the following guidelines in evaluations under article 4.4 only when an evaluation may conclude in unsatisfactory performance.

4.2 Teachers in danger of receiving an unsatisfactory evaluation will be notified of such by an initial evaluation report from the evaluator prior to the end of the first semester. An assistance plan will be developed by the evaluator in consultation with the evaluatee. The assistance plan will detail specifications and results needed to achieve satisfactory performance.

4.3 The evaluatee may request review of the initial evaluation report by Human Resources and the Superintendent at any time after being notified of unsatisfactory performance.

4.4 Once designated as being in danger of receiving an unsatisfactory evaluation, the evaluatee may request an additional evaluator to work with initial evaluator to complete final evaluation.

4.5 Once designated as being in danger of receiving an unsatisfactory evaluation, the administration will continue to observe the teacher and gather data. The evaluator and evaluatee will meet once per month during the months of February, March and April to conference regarding the assistance plan and the evaluator will provide written feedback regarding the evaluatee's progress.

4.6 Final summary evaluation will be completed pursuant to article 4.2.

5. The responsible evaluator shall schedule a meeting within the first 20 working days of the school year with each unit member to be evaluated. At this meeting, the evaluator and evaluatee will review and discuss evaluation criteria, the facilitating support requirements to be provided by the evaluator, and plans for mutually monitoring the certificated members performance status. If the evaluatee has any concerns about the assigned evaluator, evaluatee will make this known to the site administrator within 10 days of initial meeting and request a change of evaluator.

6. For probationary unit members, the performance evaluation shall provide for at least two observations by the evaluator of the evaluatee; for permanent unit members, at least one observation. At least one of these observations must be in principal courses taught by the unit member. Preliminary evaluation shall be completed prior to the "final summary evaluation". Within 10 work days of each observation, a conference between evaluator and evaluatee shall be held.

7. Probationary Teacher Non-Election

Probationary teachers shall be subject to non-election at any time prior to March 15th of their second probationary year, pursuant to the provisions of Education Code and the case law there under.

8. Complaints for Parents and Citizens

No complaint of a person other than management will be used in the evaluation of a unit member, nor will any such complaint be placed in a unit member's personnel file unless the following procedural rights are followed:

- 8.1 Within ninety (90) days from the date of occurrence, the unit member shall be notified of the complaint which shall be in writing and signed by the complainant.
- 8.2 The unit member has the right to confront and examine the complainants about the validity and accuracy of the complaint.
- 8.3 The unit member has the right to representation by the Association and to be informed prior to any meeting that the member is entitled to such representation.
- 8.4 The unit member has the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint.
- 8.5 The unit member is allowed to remain in the position until formal charges have been made by the complainant, except in circumstances where the Superintendent may remove the employee from duty with pay pending investigation of any formal complaint, in accordance with Ed Code provisions.

**ARTICLE XIV
GRIEVANCE****1. Definitions**

- 1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement.
- 1.2 A "grievant" is an employee of the District covered by the terms of this Agreement.
- 1.3 A "day" is any day the grievant is required to work, with the exception of summer school.
- 1.4 The "immediate supervisor" is an administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

2. General Provisions

- 2.1 Any party to a grievance may, at any step in the formal level of these procedures, have up to two other persons serve as conferees and be present during the proceeding. At least 24 hours advance notice shall be given to the other party that such conferees, including their identities, will be present at a proceeding. Such notice may be waived by mutual agreement of the parties to the grievance.
- 2.2 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the written agreement of all parties.
- 2.3 All documents, communications and records generated during the process of the grievance shall be kept in a separate file.
- 2.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified.
- 2.5 Time limits given in these procedures may be modified by written agreement of the parties involved.
- 2.6 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee, on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by mutual agreement of all concerned parties.
- 2.7 An employee may present grievances in accordance with this article, prior to Level III, without the intervention of the Association, so long as the adjustment is not consistent with the terms of this agreement. The District shall not agree to final resolution of the grievance prior to Level III until the proposed solution has been provided to the Association and the Association has been given an opportunity to file a response.
- 2.8 Subject to final judgment of the grievance, an employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. In the event the alleged grievance involved an order, requirement, or directive, the grievant shall fulfill or carry out such an order or requirement or directive pending the final decision of the grievance.
- 2.9 No release time shall be provided for Levels I and II. Released time of up to one-half workday will be provided for all persons required to participate in the proceedings before the arbitrator in Level III.

3. Grievance Levels

- 3.1. **LEVEL ONE:**
The grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor within fifteen (15) working days after the occurrence of the act or omission giving cause for the grievance. This shall be a clear, concise statement of the grievance, the date of the alleged grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, and the specific remedy sought. Within the specified time limits, either the grievant or the immediate supervisor may request a conference. The immediate supervisor shall communicate his/her decision to the grievant in writing within ten working days after receiving the grievance. If the immediate supervisor does

not respond within the ten working days after the formal conference, or if the grievant does not agree with the decision, the grievant may appeal to the next level.

3.2 LEVEL TWO:

In the event that the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Board of Trustees or designee within ten working days after receiving the decision. This statement should include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for appeal. The Board, or designee, may request a conference within the above time limits. In review the Board or designee shall be free to assign another management employee to investigate the grievance and try to resolve the grievance prior to the Board or designee rendering a decision. If the Board or designee does not respond within the time limits provided, or if the grievant does not agree with the decision, the grievant may appeal to the next level.

3.2. LEVEL THREE: (Arbitration)

If the grievant is not satisfied with the decision at Level II, the Association, on behalf of the grievant may within ten working days appeal the decision on the appropriate form to the Superintendent, Board or designee.

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

Upon receipt of an appeal, the Superintendent, Board or designee shall, within ten working days, supervise the appointment of an arbitrator.

(A) The California State Conciliation Service will be requested to supply a list of five persons who could serve as arbitrator. From this list, each party to the grievance would proceed striking on a name from the list; each party to the grievance would then so continue alternately until one name remains who would then serve as arbitrator. The first strike shall be determined by the flip of the coin.

(B) The parties shall attempt to agree upon a statement of the issues to be submitted to the arbitrator. If the parties cannot agree, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step, except for the issue of grievability.

(C) If a question exists about the grievability of an issue, the arbitrator shall first make a determination on this question prior to hearing the merits of the grievance.

(D) After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall, within 30 working days, prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom.

(E) The findings of the arbitrator shall be limited to the specific issue or issues submitted pursuant to 5.3.2 above, and shall be based solely upon the evidence and arguments presented by the parties. The arbitrator shall not have any power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District, nor to so recommend. No finding of the arbitrator shall be retroactive beyond the beginning of the last payroll prior to the ten-day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render a finding on any grievance occurring before or after the term of this Agreement. The findings of the arbitrator shall be binding on both parties.

(F) All costs of the arbitrator shall be borne equally by both sides. The costs, if any, of a hearing room and of a court reporter, shall be borne equally by both sides. All other costs shall be borne by the party incurring them.

4. Rights of Teachers to Representation

4.1 No reprisals of any kind will be taken by the Superintendent or by any members or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

4.2 A teacher may be represented at all stages of the grievance procedure by himself, or, at

his option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

5. Miscellaneous

5.1 Until final disposition of a grievance is accomplished, the grievant is required to conform to the original direction of the Superintendent.

5.2 Decisions rendered at LEVELS' ONE, TWO, and THREE of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

5.3 The initial filing of grievance shall not occur during the actual instructional time of the teacher filing the grievance.

5.4 All documents, communications and records resulting from the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

5.6 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

5.7 Failure of any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the grievant to file the appeal at the next step of this procedure.

5.8 Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the District's decision at the previous step.

**ARTICLE XV
SALARY SCHEDULE PROVISIONS
(7-1-14)**

1. Classification by Professional Preparation: Teachers shall be placed on the appropriate Class of Salary schedule in accordance with the degrees and advanced preparation they have completed. Official college transcripts shall be provided the District to verify degrees and units earned.

2. Initial Step Placement: Teachers shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous teaching experience, up to five years. Teaching experience, for salary schedule placement purposes, shall include all experience in positions requiring certification qualification.

3. Step Requirements: The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience with the Dunsmuir Joint Union High School District. If a teacher is employed for at least one term of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

4. ROP Salary Schedule (Appendix I) The Dunsmuir Joint Union High School District Salary Schedule (Appendix I) does not apply to persons employed with a vocational (ROP) credential only and only applies to persons with credentials authorizing services in the regular District program. Persons who possess a vocational credential and who are employed in the ROP program shall be placed on this salary schedule (adopted 03/26/08)

SALARY ADVANCEMENT - COLLEGE CREDIT

Movement from one class on the Certificated Salary Schedule to a higher class shall be allowed in the following manner:

1. Full time teachers may not take more than six (6) semester units during any semester for advancement purposes
2. Teachers may not advance more than one class per year on the schedule.
3. Only grades of "C" or above, or "Pass" in a Pass/Fail system where grades are not available, will receive credit for salary purposes.
4. A certificated employee who intends to change from one class to a higher class, shall notify the Superintendent on the appropriate form, of the intended advance. Advancement on the salary schedule shall be effective the school year following completion of the credit required for advancement.
5. Official transcripts must be received by the District Office by September 1st if there will be a change in the teacher's salary placement over the previous school year. Verification of official transcripts may be in the form of a report card or a note from the instructor, with the understanding that official collegiate transcripts will be submitted as soon as issued by the institution, but no later than November 1st. Non-receipt of transcripts by November 1 will automatically result in the previous salary step.
6. Earned course units that apply directly to the improvement of the Employee's performance in the school curriculum, to his/her extra-curricular assignment, or to the overall improvement of the employee's contribution to the District shall be granted credit for salary schedule purposes. Request for course approval for salary schedule purposes shall be presented to the Superintendent prior to the commencement of the course. The Superintendent will evaluate the appropriateness of the proposed activity. (revised 3/26/08)

SALARY ADVANCEMENT - INSERVICE TRAINING

1. Inservice training programs or courses, other than college or university courses, may be used as the basis for granting credit for advancement on the salary schedule.
2. It will be the teacher's responsibility to submit the appropriate request form to the Superintendent prior to the planned attendance at an inservice activity. The Superintendent will evaluate the Qualitative and Quantitative aspects of the activity and establish the credit value of the activity prior to the attendance by the teacher
3. Fifteen hours of approved in-service training will be equivalent to one unit of college credit. In-service credit will not be granted when the District pays the expenses to send a teacher to a professional workshop, conferences, or observation, nor will in-service credit be given if the teacher receives college credit for these activities.
 - 3.1 Ninety (90) hours (6 semester units) of in-service credit is the maximum allowable towards professional growth that a teacher may attain within a five year time period.
4. Advancement on the salary schedule shall be effective the school year following completion of the credits/hours required for advancement.
5. Annual calendar for submitting qualifying documents:
September 1st : Final date for submitting verification of all qualifying documents.

**ARTICLE XVI
EMPLOYEE BENEFITS**

1. Effective July 1, 2014, the District shall pay up to but not exceeding the sum of (hereinafter referred to as the maximum District contribution) \$11,500 per year for each full time unit member for medical, dental and vision insurance benefits. If at anytime the combined monthly insurance premiums for such medical, dental and vision insurance exceeds the maximum District contribution for each eligible full

time unit member that amount shall be paid by the unit member by automatic payroll withdrawal, without negotiation, (i.e. the District shall deduct monthly from the paychecks of unit members all amounts in excess of the maximum District monthly contribution and shall pay same to the insurer, broker, or other payee as appropriate). Unit members employed an average of fewer than four hours per day are not entitled to receive any District contribution for insurance fringe benefits. Unit members employed for four or more hours average per day shall receive a prorated District monthly contribution for such insurance benefits based on a seven and one-half hour work day and sums in excess of the prorated monthly District contribution shall be paid monthly by the unit member by automatic payroll withdrawal if they desire to enroll in such insurance. The availability of insurance coverage for part time unit members is subject to the rules, regulations and restrictions of the insurance carrier. The parties will meet and discuss available insurance plans upon the request of either the District or the Association.

The District must make available the base/bronze insurance plan through the current carrier as required by current ACA rules and regulations.

2. Any teacher losing his position during or at the end of this fiscal year may elect to extend any or all of his insurance programs for up to eighteen months (18-COBRA), by paying the necessary premiums as or before they come due.
3. Association members will be covered under the Medicare program as provided for by AB 265 (1989) and Government Code Section 22009.03 et. seq. For current employees this includes retroactive implementation stated in Government Code Section 22156.
4. As to part-time employees, Article XIII shall govern.
5. **Pool Plan Agreement:** Annual approval needed. (12/9/15)

The Pool Plan is an annual agreement between the Board of Trustees, the Certificated Unit and the Classified Unit. The Pool Plan is based on the District Benefit Plan having tiered rates as agreed upon in the original 2009-2010 Agreement, and subsequent Pool Plan annual renewal each year following.

All parties (Certificated Unit, Classified Unit, and Board) must agree annual to participate in the Pool Plan.

The available pool shall not exceed the Districts CAP obligation.

The Pool Plan takes the negotiated obligatory benefit CAP for each employee and creates a “pool” of available funds for employee benefits. The Pool Plan agreement shall remain in full force and effect for each fiscal year agreed to, suspending the requirements of the individual CAP.

No later than May 31st representatives of the Administration and the Units shall meet to discuss the insurance rates which will be in effect for the next insurance year commencing October 1st.

During the providers plan selection period, the units may select the available plans per unit (number of plans allowable for District size), with one plan being equivalent to the ACA Bronze Plan.

Employees may change from one medical plan to another plan during the district’s designated Open Enrollment period. Dependents can be added or subtracted, but an employee cannot change from one plan to another outside of that open enrollment period. All provider requirements must be adhered to.

No individual cash allocation is allowed for individual benefit costs that are under the obligatory CAP, in or outside the Pool Plan agreement period.

The excess costs above the “Pool” will be dispersed appropriately. Employees, if under the CAP, will pay zero, and those employees above the CAP will share those excess costs depending on their enrollment status.

This Agreement in no way restricts an employee from adding or subtracting eligible dependents during the year that meet the allowable requirements. Once the “pool” has been established for that fiscal year, any additions that cause a premium cost increase will be borne by the individual until the next pool plan year. Any deletions that cause a premium decrease will be adjusted for that individual, but will not affect the “pool”.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

1. Each party to this agreement agrees to one general reopener for the next contract period.

**ARTICLE XVIII
SAVINGS**

1. If any provision of this Agreement or any application thereof to any teacher is held by a court of record to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
2. Should a provision or application be deemed invalid, as described in paragraph 1 above, and the decision is later reversed on appeal, the Board shall reinstitute, as soon as possible, any benefit reduced or eliminated to the extent allowable under law.
3. The parties acknowledge that during the negotiations which result in this agreement, each has the limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
4. This Agreement shall be subject to any additions, deletions, or modifications required by state or federal law.

**ARTICLE XIX
LAY-OFF FOR LACK OF FUNDS**

1. In the event that the Board determines that it is necessary, because of lack of funds, to reduce the size of the certificated staff (a determination which is subject to challenge pursuant to the grievance procedure of this contract and California law), the choice of whom to lay off may be based on the following criteria in addition to seniority:
 - 1.1 Effectiveness of teachers, as determined by a review of their last three written evaluations.
 - 1.2 Needs of the District's instructional program.
2. In event a grievance is filed on the application of Article XX the decision of the arbitrator shall be advisory in nature

APPENDIX I (Board approved 11/12/14)

**DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT
CERTIFICATED ANNUAL SALARY SCHEDULE
2015-2016 to 2018-2019**

TEACHER CLASSIFICATION TO BE AS FOLLOWS: Placement on the salary schedule is based on an employee's total college units earned and on file.

Maximum step placement on Salary Schedule is Step 6 based on 5 years of full time teaching experience. Salaries are rounded to the nearest dollar. Actual monthly salaries may differ in cents.

Step	Class 1 A.B. or B.S. + 30 units; Standard Credential	Class II A.B. or B.S. + 45 units; Standard Credential	Class III A.B. or B.S. + 60 Units; Standard Credential	Class IV A.B. or B.S. + 75 Units; Standard Credential
1	36,428	36,727	37,326	37,328
2	36,727	37,026	37,328	38,860
3	37,026	37,328	38,860	40,375
4	37,328	38,860	40,375	41,943
5		40,375	41,943	43,460
6		41,943	43,460	44,989
7		43,460	44,989	46,542
8			46,542	48,075
9			48,075	49,605
10			49,605	51,162
11				53,043

ROP (Regional Occupational Program) ANNUAL SALARY SCHEDULE (approved 3/26/08)
(This salary schedule is for ROP instructors who have not earned a BA/BS degree)

Dunsmuir Joint Union High School District certificated salary schedule does not apply to persons employed with a vocational (ROP) credential and only applies to persons with credentials authorizing service in the regular District program. Persons who possess a vocational credential and who are employed in the ROP program shall be placed on the ROP salary schedule.

Step	Class 1 Preliminary ROP Credential	Class II Clear ROP Credential	Class III Clear ROP Credential + 45 units
1	28,596	31,182	34,606
2	29,454	32,117	35,644
3		33,081	36,713
4		34,073	37,814
5		35,095	38,949

-ANNIVERSARY INCREMENT: Will be available after ten (10) years in the District. This increment shall be \$200.00, and shall be awarded only in years when a teacher otherwise received no raise or increment.

-STIPEND: A \$1,000 stipend will be granted for the completion of a teaching minor in an academic area identified by the Board of Trustees as a "critical area". A teacher desiring to participate in this program must receive prior approval by the Board.

-LEAD TEACHER/VICE PRINCIPAL: 5% additional compensation. Lead Teacher/Vice Principal will work two (2) days before and two (2) days after regular staff duty days.

-ATHLETIC DIRECTOR: The Athletic Director will work one (1) day before and one (1) day after the regular staff duty days. (2/94)

-PAYMENT FOR PREP PERIOD COVERAGE COMPENSATION: Compensation for such "substitute" service, over and above the allowable carry over (7 ½ hours), shall be paid at the unit member's regular hourly rate on the June payroll warrant unless time off is granted by the Superintendent.

SALARY SCHEDULE INCREASE: 12/9/15

No increase on the Salary Schedule for the term of the Contract.

Unit and District recognize the District's increased cost to STRS contributions during the contract period.

Stipend Payments: To be paid one-half on the January 2016 pay warrant and one-half on the January 2017 pay warrant to employees currently employed at the time based on regular FTE.

* With the District 10 or more years	\$7,000.00	total
* With the District 9 or less years	\$5,000.00	total

**APPENDIX II (Board approved 11/12/14)
DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT SALARY SCHEDULE
EXTRA CURRICULAR ACTIVITIES**

Amount annual for year or sport season	STEP I	STEP II	STEP III
Athletic Director	2,500	2,625	2,760
CLASS I	2,075	2,180	2,290
Football			
V. Basketball			
V. Volleyball			
Baseball			
Softball			
CLASS II	1,610	1,690	1,775
Rally Squad – Football			
Tennis - Boys and Girls			
Track (.70) Cross Co. (.30)			
CLASS III	1,300	1,365	1,435
Asst. Football			
J.V. Volleyball			
J.V. Basketball			
Golf			
CLASS IV			
Student Council Advisor	1,200	1,260	1,325
Cafeteria Director			
Play 1 per year			
Drama Consultant/per semester (8/10/16)			
Adult Ed Consultant (8/10/16)			
CLASS V	685	715	745
NHS/CIF			
Music			
FBLA			
CLASS VI			
Work Experience	985	1,035	1,085
Yearbook	985	1,035	1,085
Class Advisor - per class	430		
Prom	430		
Clock Operator	12.50/game		
Scorekeeper	12.50/game		
Gatekeeper	12.50/hour		
Educational Enrichment	3,000		
Voc Ed/Perkins	750		
Extra Period/Teaching during prep periods: Based on total number of periods in a day and days per year. (1 / x periods = % x base rate)			
Independent Study: One hour per day based on base rate (base rate / # of days / 7.5 x 180)			
Volunteers: Non-paid volunteers need Board approval and must complete all employee requirements.			
Adult Ed: Hourly rate based on placement on salary schedule \$xx,xxx/180/7.50 hours x number of hours worked – paid hourly (4/2016)			
Extra time compensation for coaches going onto NSCIF Championships. (excluding Tennis)			
Head Varsity Coach	\$100/week or portion thereof		
Asst. Football Coach	\$75/week or portion thereof		

NOTE: Seasonal sports paid on the first payroll following the completion of the season; others paid ½ in December and ½ in May. Amounts will be prorated if season/event/class ends early. Hours of work will be determined by the employee and the Superintendent/Principal based on need. The hours of work will be flexible, but not to exceed 30

hours per week.

APPENDIX III

School calendar for 2015-2016

DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT 2015-20 approved : 03/11/15

	Mon	Tue	Wed	Thu	Fri			
12-Aug to 4-Sep	10	11	12	13	14	Teachers Back	11-Aug	
	17	18	19	20	21	First Day	12-Aug	
	24	25	26	27	28			
	31	1	2	3	4	Teacher Work Day	4-Sep	18
7-Sep to 2-Oct	7	8	9	10	11	Labor Day	7-Sep	
	14	15	16	17	18			
	21	22	23	24	25	Min Day Homecoming	11-Sep	
	28	29	30	1	2	Teacher Work Day w/DES	2-Oct	19
5-Oct to 30-Oct	5	6	7	8	9			
	12	13	14	15	16	Admission Day	12-Oct	
	19	20	21	22	23	Teacher Work Day	30-Oct	
	26	27	28	29	30			19
2-Nov to 27-Nov	2	3	4	5	6			
	9	10	11	12	13	Veteran's Day	11-Nov	
	16	17	18	19	20			
	23	24	25	26	27	Thanksgiving Break	23-27 Nov	14
30-Nov to 25-Dec	30	1	2	3	4	Teacher Work Day	4-Dec	
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25	Winter Break	21 Dec-1 Jan	15
28-Dec to 22-Jan	28	29	30	31	1			
	4	5	6	7	8	Teacher Work Day	15-Jan	
	11	12	13	14	15			
	18	19	20	21	22	Martin L. King	18-Jan	14
25-Jan to 19-Feb	25	26	27	28	29			
	1	2	3	4	5	Lincoln's Day	8-Feb	
	8	9	10	11	12	Washington's Day	15-Feb	
	15	16	17	18	19	Teacher Work Day	12-Feb	18
Feb-29 to 18-Mar	22	23	24	25	26			
	29	1	2	3	4			
	7	8	9	10	11	No School	7-Mar	
	14	15	16	17	18	Teacher Work Day w/DES	18-Mar	19
21-Mar to 15-Apr	21	22	23	24	25	Min Day	25-Mar	
	28	29	30	31	1	Spring Break	28 Mar-Apr 1	
	4	5	6	7	8			
	11	12	13	14	15	No School	11-Apr	14
18-Apr to 13-May	18	19	20	21	22	Teacher Work Day	22-Apr	
	25	26	27	28	29	Snow day (if not used)	25-Apr	
	2	3	4	5	6			
	9	10	11	12	13			19
16-May to 1-Jun	16	17	18	19	20	Snow day (if not used)	16-May	
	23	24	25	26	27	Teacher Work Day	20-May	
	30	31	1	2	3	Min Day Tiger Awards	25-May	
						Memorial Day	30-May	
						Last Day	1-Jun	11
9 TWD (255) 2,295						Teacher Inservice	2-Jun	
3 Min. Days (255) 765						GRADUATION	3-Jun	180 days
168 Reg (375) 63,000						TOTAL 66,060		

Term 1 PR 1: 9/11 Term 1 Sem 1: 10/16 Term 1 PR 2: 11/13 Term 1 Sem 2: 12/18
 Term 2 PR 3: 2/5 Term 2 Sem 3: 3/11 Term 2 PR 4: 4/22 Term 2 Sem 4: 6/1
 Minimum Days and Teacher Work days: school release at 1:20 P.M. Total minutes required 64,800

CERTIFICATED MASTER CONTRACT

DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT						2016-2017 Board approved 7/13/16	
17-Aug	Mon	Tue	Wed	Thu	Fri	16-Aug	Teacher Inservice
to	15	16	17	18	19	17-Aug	First Day of Classes
9-Sep	22	23	24	25	26		
	29	30	31	1	2	2-Sep	TWD
	5	6	7	8	9	5-Sep	Labor Day 17
12-Sep	12	13	14	15	16	xx-Sept	Min. Day - Homecoming TBD
to	19	20	21	22	23		
7-Oct	26	27	28	29	30	30-Sep	TWD
	3	4	5	6	7		20
10-Oct	10	11	12	13	14	10-Oct	Admission Day (In Lieu)
to	17	18	19	20	21		
4-Nov	24	25	26	27	28	28-Oct	TWD
	31	1	2	3	4		19
7-Nov	7	8	9	10	11	11-Nov	Veteran's Day
to	14	15	16	17	18		
2-Dec	21	22	23	24	25	21-25-Nov	Thanksgiving Break
	28	29	30	1	2	2-Nov	TWD 14
5-Dec	5	6	7	8	9		
to	12	13	14	15	16		
30-Dec	19	20	21	22	23	23-Dec	Min. Day FINALS 22-23rd
	26	27	28	29	30	26-Dec to 6-Jan	15
2-Jan	2	3	4	5	6	Winter Break	
to	9	10	11	12	13	13-Jan	TWD
27-Jan	16	17	18	19	20	16-Jan	ML King Day
	23	24	25	26	27		14
30-Jan	30	31	1	2	3		
to	6	7	8	9	10	10-Feb	TWD
24-Feb	13	14	15	16	17	13-Feb	Lincoln's Day
	20	21	22	23	24	20-Feb	Washington's Day (President's) 18
27-Feb	27	28	1	2	3		
to	6	7	8	9	10	10-Mar	TWD
	13	14	15	16	17	13-Mar	Snow Day (if not used)
24-Mar	20	21	22	23	24		19
27-Mar	27	28	29	30	31	27-31-Mar	Spring Break
to	3	4	5	6	7	14-Apr	No School
21-Apr	10	11	12	13	14	17-Apr	No School
4/16 Easter	17	18	19	20	21	21-Apr	TWD 13
24-Apr	24	25	26	27	28		
to	1	2	3	4	5		
19-May	8	9	10	11	12	8-May	Snow Day (if not used)
	15	16	17	18	19	19-May	TWD 19
22-May	22	23	24	25	26	29-May	Memorial Day
to	29	30	31	1	2	31-May	Min. Day - Tiger Awards
7-Jun	5	6	7	8	9	7-Jun	Last Day of Classes 12
						8-Jun	Teacher Inservice 95
						9-Jun	Graduation 180 days
TWD and Min. Days release at 1:20 P.M.							
1st Q	21-Oct	Sem 1	23-Dec				
3rd Q	17-Mar	Sem 2	7-Jun				64,800 min. needed
9 TWD (265)	2,385	3 Min. (265)	795	168 Reg (385)	64,680 TOTAL:		67,860

School Calendar for 2017/2018

School Calendar for 2018-2019

**APPENDIX IV
STRS TAX DEFERRAL
DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION 85-86-3**

WHEREAS, the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, has the authority to implement the provisions of section 414(h) (2) of the Internal Revenue Code (IRC); and

WHEREAS, the Teachers' Retirement Board of the State Teachers' Retirement System adopted its resolution re: section 414(h) (2) IRC on May 17, 1985, and

WHEREAS, the Internal Revenue Service has stated on August 27, 1985 that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Teachers' Retirement Board would satisfy the legal requirements of section 414(h)(2); and

WHEREAS, the Dunsmuir Joint Union High School Board, Siskiyou County Superintendent of Schools, has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefits offered by section 414(h)(2) IRC should be provided to its employees who are members of the State Teachers' Retirement System;

NOW, THEREFORE, BE IT RESOLVED:

- I. That the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions to the State Teachers' Retirement System on behalf of its employees who are members of the State Teachers' Retirement System. "Employee contributions" shall mean those contributions to the State Teachers' Retirement System which are deducted from the salary of employees and are credited to individual employees' accounts.
 - II. That the contributions made by the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, to the State Teachers' Retirement System, although designated as employee contributions, are being paid by the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, in lieu of contributions by the employees who are members of the State Teachers' Retirement System.
 - III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, to the State Teachers' Retirement System.
 - IV. That the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of schools, shall pay to the State Teachers' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
 - V. That the amount of the contributions designated as employee contributions and paid by the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, to the State Teachers' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.).
 - VI. That the contributions designated as employee contributions made by Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, to the State Teachers' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the State Teachers' Retirement System.
 - VII. That the Dunsmuir Joint Union High School District, Siskiyou County Superintendent of Schools, shall make no contributions designated as employee contributions until the State Teachers' Retirement System has developed and implemented procedures for administering the provisions of section 414(h)(2) Internal Revenue Code and until the State Teachers' Retirement System has officially notified the Dunsmuir Joint Union High School Distinct, Siskiyou County Superintendent of Schools, that it will accept contributions pursuant to section 414(h)(2) Internal Revenue Code.
- Board approved: 12-20-85

**APPENDIX V
RETIREMENT INCENTIVE PROGRAM**

Any certificated employee who is employed by DJUHSD and who receives a first time paycheck after July 31, 2009 is not eligible for the retirement incentive program. (4/9/09)

1. ELIGIBILITY: Only certificated employees of the District, who have been employed in and rendered service to the District for at least twenty (20) years (not including leaves of absence) are eligible to participate in this early retirement program. Participants in the Retirement Incentive Program may not accept employment as a teacher in another District or private educational institution. This does not restrict a participant from serving in a substitute teaching capacity in a school District or private educational instruction. (3-8-95) Retirement may be applied for prior to or after the staff member's sixtieth birthday. (8/10/16) The retirement takes effect at the end of the current school year. (7-1-99) (revised 8/10/16)

2. APPLICATION: Any eligible employee may elect to receive the benefits of this retirement incentive program by the submission of a signed and dated letter indicating (1) the employee's intent to resign effective on or before June 30 of that school year, and (2) the employee's intent to participate in the program. The letter must actually be received by the District no later than 4:00 P.M., on the second (2nd) Wednesday of April of that school year. The letter may be received before, but not after, 4:00 P.M. on that day. Time is of the essence. This period is predicted on a one year (year to year) contract agreement.

3. EXPIRATION: This early retirement program shall expire automatically, of its own terms, without further negotiations at 4:00 P.M., the second Wednesday in April. Effective at 4:00 P.M. on the second (2nd) Wednesday in April, this early retirement program shall be of no further force and effect, except for employees who have submitted the letter described in paragraph 2, and thereafter, neither these terms nor any actions taken hereunder shall constitute a past practice nor precedent.

4. COMPENSATION: The District shall provide to each eligible certificated employee who submits the letter as set forth above, the sum of Twenty Thousand (\$20,000).

NOTE: This Article (APPENDIX V Retirement Incentive Program) is SERP (Supplemental Early Retirement Plan). This does not fall under the provisions of GASB 45/OPEB, nor does it require an actuarial study. (11/09/2007)

-Robertson, Cahill and Associates, -Siskiyou County office of Education -Dunsmuir Joint Union High School District

**APPENDIX VI
TRUST AGREEMENT PROVISIONS**

1. GRADUATION CEREMONY:

The Dunsmuir High School graduation ceremony will be attended by all the members of the teaching staff except in cases of illness or personal necessity (such as the graduation of a family member from another institution).

2. COMMUNICATION

The Certificated Staff, in conjunction with the Administration, Board of Trustees, Site Council and Classified staff, will develop and implement cost effective strategies to improve the educational exchange between teachers, students, parents and the community.

3. LANGUAGE (12/9/15)

Continue with current contract language. Changes in contract language during the term of the contracts allowed due to legislation or mandatory policy updates and revisions. (12/9/15)

4. NEGOTIATIONS (12/9/15)

For the 2018-2019 year each party is allowed to reopen two articles based upon unknowns such as:

- * NSS band placement and/or
- * the Reserve CAP triggers and/or
- * the continuance of Prop 30 provisions

APPENDIX VII

MEMORANDUM OF UNDERSTANDING
Dunsmuir Joint Union High School District

Certificated Master Contract

This Memorandum of Understanding makes the following changes to the Certificated Master Contract effective with the 2016-2017 school year.

See attached articles for changes regarding:

Article VII Leaves page 8

- 9.4 change two (2) days to five (5) days per school year
- 9.6 strike

Appendix II page 23

- Add Adult Education Coordinator stipend to CLASS IV
- Add Drama Consultant to CLASS IV

Appendix V page 29

Retirement Incentive Program

Revise wording:

~~Retirement must be applied for prior to the staff member's sixtieth birthday.~~ Retirement may be applied for prior to or after the staff member's sixtieth birthday.


Pam May, Unit Representative

08/10/2016
date


Kurt Champe, Unit Representative

8/10/16
date


Ray Kellar, Superintendent/Principal

8/10/16
date

Approved in Open Session at the Regular Meeting of the Dunsmuir Joint Union High School Board of Trustees August 10, 2016.


William Townsend, Board Clerk

8/10/16
date