

MASTER AGREEMENT

between the

**BOARD OF EDUCATION of the
DOWNEY UNIFIED SCHOOL DISTRICT**

and the

**DOWNEY EDUCATION ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

August 1, 2015

through

July 31, 2018

BOARD OF EDUCATION

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William A. Gutierrez

Donald E. LaPlante

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TABLE OF CONTENTS

Article I	Agreement	Page 1
Article II	Recognition	Page 1 - 2
Article III	Non-Discrimination	Page 2
Article IV	Definitions	Page 2 - 3
Article V	Organizational Security	Page 3 - 5
Article VI	District Rights	Page 6
Article VII	Negotiating Procedures	Page 6 - 7
Article VIII	Grievance Procedures	Page 7 - 10
Article IX	Hours of Employment	Page 10 - 16
Article X	Committees	Page 16 - 17
Article XI	Counselors	Page 17
Article XII	Class Size	Page 17 - 19
Article XIII	Evaluation Procedures	Page 19 - 23
Article XIV	Suspension	Page 23 - 25
Article XV	Personnel File	Page 25 - 26
Article XVI	Transfers	Page 26 - 31
Article XVII	LEAVES:	Page 31 - 40
	Health Leave	Page 32
	Military Leave	Page 32 - 33
	Maternity Leave	Page 33 - 34
	Return from Leave	Page 34
	Sick Leave	Page 34 - 35
	Donated Sick Leave	Page 35
	Industrial Accident or Illness Leave	Page 35 - 36
	Bereavement Leave	Page 36
	Quarantine Leave	Page 36
	Epidemic Leave	Page 37
	Family and Medical Leave	Page 37
	Jury Duty and Subpoena	Page 38
	Personal Necessity Leave	Page 38 - 39
	Personal Business Leave	Page 39
	Professional Opportunity Leave	Page 39 - 40
Article XVIII	Safety	Page 40 - 43

TABLE OF CONTENTS (cont.)

Article XIX	Procedures for Reporting Suspected Child Abuse	Page 43
Article XX	Adult School Teachers	Page 43 - 45
Article XXI	Hourly CTE Teachers	Page 45
Article XXII	Summer School Teachers	Page 45 - 46
Article XXIII	Fringe Benefits	Page 46 - 49
Article XXIV	Salary Provisions	Page 49 - 50
Article XXV	Savings	Page 50
Article XXVI	Support	Page 50
Article XXVII	No Strike Clause	Page 50
Article XXVIII	Zipper Clause	Page 50
Article XXIX	Signatures	Page 50

APPENDICES

Appendix A	Salary Schedules/Rates Provisions	Page 51 - 58
Appendix B	School Calendars	Page 59 - 61
Appendix C	Waiver of Right to Sue Under the Civil Rights Act	Page 62
Appendix D	Evaluation Forms	Page 63 - 80
Appendix E	Job Share Contract	Page 81 - 84
Appendix F	Site Based Decision Making and Waiver Request	Page 85 - 87
Appendix G	Peer Assistance and Review (PAR)	Page 88 - 97

1
2
3
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ARTICLE I ~ AGREEMENT

- A. Any individual contract between the Board and an individual member of the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- B. The specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State Laws to the extent permitted by State Law.
- C. Within thirty (30) days or reasonably possible after ratification of this Agreement by both parties herein, the parties shall cause the Agreement to be printed, and the District shall deliver to the Association 250 copies to be provided for members of the bargaining unit through the Association. An updated copy of said Agreement will be placed on the District web-site.
- D. This Agreement shall remain in full force and effect from August 1, 2015 through July 31, 2018.

ARTICLE II ~ RECOGNITION

- A. The Board recognizes in Association as the exclusive representative for those certificated employees listed below for the purpose of meeting and negotiating:

Teachers (Permanent)	Teachers on Special Assignment
Teachers (Probationary)	Teacher Specialist
Teachers (Temporary)	Counselors
Teacher Interns	Librarians
Teacher Trainees	Nurses
Adult School Teachers	Speech-Language Pathologists
Hourly CTE Teachers	

- B. Positions excluded from the bargaining unit shall include, but are not limited to those listed below:

Superintendent	Vice Principal
Assistant Superintendent	Program Administrator
Director	Program Specialist
Principal	Psychologist
Assistant Principal	Substitute Teacher

- C. In the event any new certificated positions are established by the Board which reflect job titles not covered in Section A and B above, and the Association does not agree with the Board's designation as to inclusion in or exclusion from the recognized bargaining unit, an appeal may be made to the Public Employees Relations Board (PERB) for review and final decision.
- D. The Association agrees not to seek a clarification or amendment of the representation unit except as provided in Section C above during the term of the Agreement.
- E. Each year the District shall make reasonable effort to place bargaining unit members, who apply, into all advertised extra-duty assignments before hiring any person outside the unit to fill such assignments.

- 1 F. The Office of Certificated Human Resources shall advertise all extra-duty assignments to
2 be filled. Such advertisements shall contain the required qualifications for each
3 assignment to be filled, shall list an application deadline and shall be posted in appropriate
4 places conspicuous to teachers at each school site in the district.
5

6 **ARTICLE III ~ NON-DISCRIMINATION**
7

8 The District shall not discriminate against any teacher on the basis of race, religious creed,
9 color, national origin, ancestry, age, disability or physical handicap, medical condition, marital
10 status, sex, sexual orientation, domicile or refuse to hire or employ a person or to refuse to
11 select a person for a training program leading to employment or to discriminate against a
12 teacher in compensation or in terms, conditions or privileges of employment.
13

14 Any grievance alleging in whole or in part discrimination as set forth above, under this Article
15 or any other provision of this Agreement, shall be subject to grievance under Article VIII, but
16 shall not be subject to arbitration under Article VIII unless the Association's Board of Directors
17 and the Board of Education so agree in writing and unless the grievant or grievants execute
18 the waiver of other statutory rights satisfactory to the Association and the Board of Education
19 as enumerated in Appendix C.
20

21 **ARTICLE IV ~ DEFINITIONS**
22

- 23 A. **"Teacher"**: refers to all members of the bargaining unit and, therefore, are covered by
24 the terms and provisions of this Agreement except as specified in particular Articles of the
25 Agreement.
26
- 27 B. **"Regular Contract Teachers"**: refers to all teachers that are employed for one semester
28 or more.
29
- 30 C. **"School Day"**: means a day and time during which students are required to be in
31 attendance.
32
- 33 D. **"Teacher Workday"**: means a day and time during which teachers are required to be on
34 the job.
35
- 36 E. **"Teacher Work Year"**: will be extended to 185 days (180 instructional, 5 student free
37 days/staff development). These two additional days will be added to the 2014-15 and
38 2015-16 school calendars, but will sunset at the completion of the 2015-16 school year.
39
- 40 F. **"Board of Education"**: shall mean the public school employer.
41
- 42 G. **"Day"**: shall mean any day in which the District Administration Office is open for
43 business.
44
- 45 H. **"Immediate Family"**: shall mean the child, parent, stepparent, grandparent, grandchild,
46 brother, sister, aunt or uncle, niece or nephew of the teach or of the spouse or registered
47 domestic partner of the teacher, and the spouse or registered domestic partner, stepchild,
48 son-in-law, daughter-in-law, brother-in-law, sister-in-law of the teacher; or any person
49 living in the immediate household of the teacher.
50
- 51 I. **"District"**: shall mean the Board of Education.
52
- 53 J. **"Immediate Supervisor"**: shall mean that member of the District Management Team
54 who has immediate jurisdiction over a teacher.
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- 1 K. **“Evaluator”**: shall mean the chief administrative officer designee of the school or
2 department to which a teacher is assigned and by whom the teacher is evaluated. This
3 excludes school department heads from being evaluators.
4
- 5 L. **“Preparation Period”**: Shall mean a preparation period which is an assigned period set
6 aside for all regular classroom teachers to be used for personal job-related preparation
7 and planning purposes, teacher/student conferences, teacher/parent conferences,
8 teacher/administrator conferences and for covering another teacher's classes in an
9 emergency situation on an equitable basis between teachers having a common
10 preparation period. A teacher's preparation period may be used for teacher/administrator
11 conferences only by mutual agreement of both the teacher and the administrator involved.
12 The two and one-half hours of time provided to elementary teachers for preparation
13 purposes shall be used for the same purposes enumerated in the definition of a
14 preparation period as stated above.
15
- 16 M. **“Reasonable Educational Needs”**: shall include, but not be limited to, affirmative action,
17 the need for bilingual and/or bicultural qualifications, any needed male/female staffing
18 balance, and extra-curricular activities.
19
- 20 N. **“Seniority”**: shall be determined by the first date of paid service in a probationary
21 position to the District.
22

23 **ARTICLE V ~ ORGANIZATIONAL SECURITY**

- 24
- 25 A. Official representatives of the Association shall be permitted to transact official Association
26 business with the members of the bargaining unit on a personal level, on school property,
27 at those times teachers are not involved in other assigned duties. The members of the
28 Association shall be allowed reasonable use of school facilities for the purpose of
29 meeting(s).
30
- 31 B. The Association, through designated officers, professional staff, and faculty
32 representatives, shall have freedom to post notices of activities and all other printed
33 matters of Association concern on bulletin boards designated for Association use, at least
34 one of which shall be provided by the District in each school building in work/lounge areas
35 frequented by teachers.
36
- 37 C. The Association, through designated officers and professional staff shall be accorded
38 freedom to utilize District email and the District's inter-school mail service and shall be
39 granted access to and utilization of teacher mailboxes located at each school site to
40 distribute printed matters of Association concern to all teachers. All such materials sent
41 through District inter-school mail service and/or placed in teacher mailboxes shall be
42 clearly identified with the Association's name on it. The Board shall provide inter-school
43 mail pick-up and delivery service between the Association office and all school sites and
44 administration offices of the District, at no charge to the Association.
45
- 46 D. Names, complete addresses, telephone numbers, job titles and work locations of teachers
47 represented by the Association shall be provided to the Association no later than October
48 1 of each school year. Those addresses and telephone numbers formally designated as
49 confidential by individual teachers through exercise of existing law covering confidentiality
50 of such information shall be deleted from the listing, but in every case the name, job title,
51 and work location of each teacher in the bargaining unit shall be provided by the District.
52 The District will apprise the Association of all changes which occur on at least a bimonthly
53 basis.
54
- 55 E. Upon appropriate written authorization from the teacher, the Board shall deduct from the
56 salary of any teacher and make appropriate remittance of annuities, credit unions,
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charitable donations, and any other plans or programs jointly approved by the Board and the Association.

- F. The Board shall provide a station-to-station intra-district telephone service, through its central switchboard to the Association's office faculty. The Board shall charge the Association \$200.00 per school year for this service.
- G. At the beginning of every school year, the Association shall credited with forty-five (45) days of District paid released-time days to be used by teachers who are officers or agents of the local chapter (DEA) of the Association for Association business. The Association agrees to notify the Superintendent/Assistant Superintendent, Certificated Human Resources, no less than twenty-four (24) hours prior to the dates(s) for intended use of said leave.
- H. The Association shall submit a list by September 1 of each school year of all dates of regularly scheduled Association meetings. The District will make every effort to provide coordination between the Association's selected dates and those dates which may be in conflict with the District's scheduled meetings. Scheduling of after school meetings on those days listed where member of the bargaining unit are expected to attend or wish to attend if eligible will be avoided whenever possible.
- I. For the term of this Agreement, any teacher other than adult school teacher teaching less than thirteen (13) hours per week, who is not a member of the Association or who does not make application for membership within thirty (30) days of September 1st, of each successive school year and thereafter within thirty (30) days of commencement of his/her duties, shall, as a condition of continued employment, either become and remain a member of the Association or pay, via cash or payroll deductions, to the Association a fee in an amount equal to the dues, fees, and assessments of members of the Association. The District shall enforce the above provisions by utilization of Government Code Section 3540.1i(2) and Article V.
- J. A teacher who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall pay a sum equal to the representational fee for members of the Association to one of the following charitable organizations:
 - 1. Downey Student Scholarship Fund
 - 2. Foundation to Assist California Teachers
 - 3. Christa McAuliffe Institute for Education Pioneering, a component of the National Foundation for the improvement of Education
 - 4. Red Cross
 - 5. American Cancer Society

The teacher shall submit proof of payment of this sum to the Association within thirty (30) days following his/her first day of employment, or by October 15 of each school year. A teacher who claims an objection under the above shall submit to the Association with thirty (30) days, or by October 15 of each school year, a written statement along with verifiable evidence that he/she is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations. If a teacher holds such grievance procedure, Article VIII, on his/her behalf, then the Association may charge the teacher for the reasonable cost of using such procedure.

- K. The Association shall not seek to cause the discharge of a teacher for any reason other than his/her failure to tender the dues or service fees provided for in this Article.

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- L. Pursuant to such payroll deduction authorization(s), the Board shall deduct 1/10 of such dues/fees from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who signed such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal request from the Association to the District, shall be increased or decreased with solicitation and authorization from the teachers.
- M. The right of payroll deduction check-off privileges for payment of organization dues shall be accorded by the Board exclusively to the Association, and shall not be accorded to any other organization whose members are part of the bargaining unit represented by this Agreement.
- N. With respect to all sums deducted by the Board pursuant to authorization of the teacher for membership dues, the Board agrees promptly to remit such monies to the Association along with an alphabetical list of teachers for whom such deductions have been made, and to indicate any changes in personnel from the list previously furnished.
- O. The rights and privileges of the Association and its representatives as set forth in this Agreement, excluding Sections B and C of Article V, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations having District teachers as members.

The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30-day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 45601.

- P. Beginning with the 2015-16 school year the Association President may be released one hundred percent (100%) of his/her assignment (at the discretion of the DEA Board of Directors) under the following conditions and procedures:
 - 1. The President shall be released from his/her regular duties in the District. The District shall pay the same salary and fringe benefits he/she would have received without the loss of seniority or other rights and benefits. The District shall return the President to the same teaching position and site at the completion of his/her term in office unless he/she and the District's designee mutually agree upon another school site.
 - 2. DEA additionally agrees that Twenty-Seven Thousand Dollars (\$27,000) shall be allocated to the General Fund of the District from the DEA, to be paid annually within 30 days of receipt of a District invoice.
- Q. No reprisals of retaliation shall be taken against members of the Association for the good faith exercising of their roles, duties and responsibilities as representatives and/or officers of the Association.

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ARTICLE VI ~ DISTRICT RIGHTS

The Association agrees that the Board of Education of the Downey Unified School District retains all of its powers, rights, and authority to direct, manage, and control the District, its employees and its operations, and the duties and responsibilities as conferred by laws and constitutions of the State of California and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this agreement.

These include, but are not limited to the following, the rights to:

1. The management and administration of the school system, its finances, its properties and facilities, its organization, and the efficiency of its operations.
2. Employ, terminate, direct, evaluate, classify and discipline employees or the contracted-for-services non-employees.
3. Determine and adopt the curriculum and determine the time and hours of operation.
4. Establish District goals and means and methods of attaining them.
5. Develop, amend, revise, or rescind policies and regulations.
6. Take action on any matter in the event of an emergency. Emergency as used herein, shall be defined as those conditions arising from natural disasters, national emergencies, epidemics and other physical calamities.
7. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board is expressly excluded from the provisions of Article VIII: Grievance Procedures.

ARTICLE VII ~ NEGOTIATING PROCEDURES

- A. The Association shall submit its initial proposal for a Successor Agreement to the Board of Education prior to bargaining. For the 2016-2017 and 2017-2018 school years; negotiations for each side shall be limited to salary, benefits and a maximum of two (2) re-openers.
- B. The Board and the Association shall initiate good faith meet-and-negotiate sessions on a successor Agreement the school year this Agreement expires.
- C. Regularly scheduled negotiation meetings shall be established on a reasonable and mutually agreed basis between the respective bargaining teams, normally at the beginning of the bargaining for a successor Agreement.
- D. During negotiations, the District and the Association shall present data and exchange information relative to their respective positions. The District agrees to keep the Association fully informed on all aspects relating to the development of the District's fiscal budget each year. The District agrees to share with the Association enrollment projects, preliminary budget, quarterly budget summaries, publication budgets, adoptive budget, such County and State reports as the District prepares and the Association may request, and any other information of the District which will help facilitate negotiations.

No later than December 1, the Board shall furnish the Association with a report showing the placement on the salary schedule of all certificated personnel in the bargaining unit as of October 1 of each school year.

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- E. Either party may utilize the services of outside consultants and/or professional representatives to help facilitate the negotiating process. Said consultants and professional representatives shall be reimbursed by the respective parties seeking such service.
- F. The representatives appointed by each party shall have power to negotiate for that party and to make tentative and temporary agreements. However, final agreement shall be contingent upon ratification by the Board of Education of the District and the Association.
- G. Negotiating sessions shall be scheduled by mutual agreement. The initial session shall be held no later than ten (10) days after formal request by either party. All sessions will begin at a time and location mutually agreeable.
- H. The Association and the Board shall designate not less than three (3) or more than seven (7) representatives to appear on their behalf for the purposes of meet-and-negotiate sessions. The Association and the Board may designate alternate representatives, but in no case shall the number of representatives exceed seven (7). Either the Association or the Board may utilize the services of consultants to assist in meet-and-negotiate sessions in addition to each party's seven (7) respective representatives.

ARTICLE VIII ~ GRIEVANCE PROCEDURES

A "grievance" by a unit member, group of unit members or the Association is a formal written allegation involving an alleged violation, misinterpretation or misapplication of any specific provisions of this Agreement.

Informal Level

- A. Before filing a formal written grievance, the grievant shall attempt to resolve it with an informal conference with the immediate supervisor or, in the Association's case, at the level where the alleged grievance occurred. The grievance shall be presented to the grievant's immediate supervisor or, in the Association's case, to the level where the alleged grievance occurred, within teacher workdays after the event, or within thirty (30) teacher workdays of the time the grievant could have known of the event giving rise to grievance.
- B. The immediate supervisor in the case of a teacher grievance, or the Administrator dealing with an Association grievance, will give his/her answer to the teacher or the Association, respectively, by the end of the fifth (5) teacher workday, or a period mutually agreed to, following the presentation of the grievance. The giving of such answer terminates informal hearings, unless both parties mutually agree to meet again on the matter at this level.
- C. At this level, the teacher may, at his/her option, have an Association representative present who may not participate in the discussion except by mutual agreement of the immediate supervisor and the grievant. In the case of an Association grievance, except by mutual agreement, only the Association's designated representative and the appropriate Administrator shall be in attendance.

Formal Level – Step One

- A. If the grievance is not resolved at the informal level, the grievant may, within five (5) teacher workdays from the date he/she received his/her immediate supervisor's answer or in the Association's case, from the appropriate Administrator, request a formal review by the said supervisor or Administrator by filing a grievance with the Grievance Officer and the immediate supervisor on an official District form. The Grievance Officer

1 (designated by the Superintendent) shall provide the forms, if needed, for the submission
2 of the request stating the following information:

- 3
- 4 1. The name of the grievant submitting the grievance.
- 5
- 6 2. The name of the grievant's representative, if any.
- 7
- 8 3. A description of the general and specific grounds of the grievance, including the
9 names, times, places and events.
- 10
- 11 4. The section of the contract upon which the grievance is being filed.
- 12
- 13 5. A statement of steps initiated by the aggrieved to resolve the difficulty, and the
14 decision rendered.
- 15
- 16 6. A listing of the specific actions which the aggrieved unit member desires in order to
17 remedy the grievance.
- 18

19 Upon receipt of the formal written grievance, the Superintendent shall be notified by the
20 Grievance Officer that a grievance has been filed.

- 21
- 22 B. During the formal grievance process, the grievant, if a teacher, shall be entitled to have
23 an Association representative present. This right of representation shall also apply to the
24 immediate supervisor involved. The aggrieved teacher and his/her representative, if any,
25 shall be given at least two (2) teacher workdays notice of the conference and an
26 opportunity to participate. The teacher shall be present at this conference, except that
27 he/she need not attend where it is mutually agreed that no facts are in dispute, and that
28 the sole question is one of interpretation of a provision of this agreement.
- 29
- 30 C. The Association shall receive copies of all non-confidential documents pertaining to the
31 grievance during the formal process.
- 32
- 33 D. The immediate supervisor or administrator to whom the formal review is being made
34 shall: (1) hold a conference with the grievant within seven (7) teacher workdays after
35 receiving the appeal; (2) obtain additional information as he/she deems appropriate; and
36 (3) within seven (7) teacher workdays after the conference with the grievant, summarize
37 his/her findings and his/her decision in writing, and submit copies to the aggrieved party
38 (individual or Association), the Association, and the Grievance Officer.
- 39

40 Formal Level – Step Two ~ Superintendent

- 41
- 42 A. If the grievance is not resolved in Formal Level – Step One, the grievant may, within five
43 (5) teachers workdays of receipt of response from the immediate supervisor, appeal in
44 writing on the appropriate form to the Superintendent or designee. The written appeal
45 shall include a copy of the original grievance, the decision rendered at previous steps,
46 and a clear, concise statement of the reason for the appeal.
- 47
- 48 B. The Superintendent or designee shall render a decision within ten (10) teacher workdays
49 after receiving the appeal. Either the grievant or the Superintendent or designee may
50 request a personal conference within the time limits allowed. Either party may have a
51 conferee present.
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Formal Level – Step Three ~ Board of Education

- A. If, within five (5) teacher workdays from the day of the receipt of the decision at Formal Level – Step Two, the grievant is dissatisfied with the decision, he/she may appeal to the Board of Education.
- B. At their respective requests, the aggrieved party (individual or Association), the Association, the representative of the grievant's own choosing, the parties named in the grievance, the immediate supervisor and/or the Superintendent and/or designee shall be permitted to make statements to the Board of Education at the meeting when the matter is reviewed. At the grievant's option, the hearing shall be heard in executive session.
- C. The Board of Education shall render its decision within twenty (20) teacher workdays of the receipt of the appeal.

Formal Level – Step Four ~ Arbitration

- A. If the grievance is not resolved at Formal Level – Step Three, the grievant may request that the Association submit the grievance to arbitration. No grievance shall be submitted to arbitration without prior formal approval of the Board of Directors of the Association. The grievant shall make such request to the Association with seven (7) teacher workdays after receiving the Formal Level – Step Three decision. The Association shall notify the Superintendent within seven (7) teacher workdays after receipt of the request from the grievant that the grievance has been submitted for arbitration.
- B. The Association and the Superintendent or designee shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) teacher workdays, they shall request that the California State Conciliation Service supply a list of five (5) names of persons who are experienced in arbitration.
- C. Within five (5) teacher workdays after receipt of the list of names, each party shall alternately strike names until only one name remains. The order of striking will be determined by the flip of a coin.
- D. The fee and expenses of the arbitration shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by law.
- E. It shall be the function of the arbitrator to make an award that will be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement, or to require the commission of an act prohibited by law. The arbitrator shall be restricted from making an award that is not based upon violation or inequitable application of this Agreement, nor shall the arbitrator make an award based upon an incident that occurred prior to the effective date of this Agreement or prior to the start of the payroll period in which the event(s) giving rise to the grievance occurred.
- F. Any denial of the grievance by the District on the grounds that it is not a grievance, i.e. the grievance is not within the definition of a grievance or the grievance was not filed on a timely basis, shall be ruled upon by the arbitrator. If the arbitrator rules that the issue is a grievance, the matter shall be returned to Formal Level - Step Two. The arbitrator shall be automatically excluded from the ruling on the merits of the claim should it eventually reach Level Four, unless the District and the Association mutually agree in writing to the contrary.

- 1 G. The arbitrator may hear and determine only one grievance at a time, unless the District
2 agrees otherwise. However, both parties will in good faith endeavor to handle in an
3 expeditious and convenient manner cases which involve the same or similar facts and
4 issues.
5

6 Governing Regulations
7

- 8 A. A grievant may be represented at all stages of the grievance by an Association
9 representative(s).
10
11 B. All records, including documents and communications related to the procession of the
12 grievance, shall be filed by the Grievance Officer separate from personnel files. At the
13 conclusion of the case, all data shall be sealed; access to the data shall be authorized by
14 the Grievance Officer only with the consent of the parties involved.
15
16 C. No teacher shall suffer reprisals or reduction in status as a result of having presented a
17 grievance or having represented or having been a witness for a teacher concerning a
18 grievance.
19
20 D. Nothing contained herein will be construed as limiting the right of any teacher alleging a
21 grievance to discuss the matter informally with any appropriate member of the
22 administration or to have the grievance adjusted without intervention of the Association,
23 provided the adjustment is not inconsistent with the terms of the Agreement and that the
24 Association has been given an opportunity to be present at such adjustment and to share
25 its views.
26
27 E. Failure at any step of this procedure to communicate the decision on a grievance within
28 the specified time limits shall permit the aggrieved teacher to proceed to the next step.
29 Failure at any step of this procedure to appeal a grievance to the next step within the
30 specified time limits shall be deemed to be acceptance of the decision rendered at that
31 step. The time limits specified on any step of this procedure may be extended, in a
32 specific instance, by mutual agreement.
33
34 F. Time limits begin the day following the filling of the grievance, the reply to the grievance,
35 the holding of a conference, the receipt of a reply to a conference, etc.
36
37 G. The parties may mutually agree to utilize expedited arbitration procedures.
38

39 **ARTICLE IX ~ HOURS OF EMPLOYMENT**
40

- 41 A. The length of the teacher's workday shall be structured and directed on an equitable
42 basis by the immediate administrator. Generally the teacher's instructional day starts
43 thirty (30) minutes prior to the start of the school day and is governed by their
44 professional responsibility rather than by a fixed ending time. On early out days,
45 teachers are required to stay to the end of a typical student day. Professional
46 responsibilities include, but are not limited to, providing classroom instruction; planning,
47 selecting and preparing materials; evaluating work of pupils; analyzing, interpreting, and
48 documenting student achievement; providing leadership for organizations and activities;
49 participating in meetings; collaboration with colleagues; and conferencing with students,
50 parents, administrators, and other staff members. The time provided for early dismissal
51 schedules and pupil-free days are utilized for professional responsibilities on campus as
52 defined above.
53
54 B. The District shall have the option of varying the starting and ending times of the teacher's
55 workday at any school site by up to a maximum of 15 minutes, so long as the total
56 teacher workday does not exceed seven and one-half (7.5) hours.
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- C. Middle and high school teachers shall be assigned five (5) teaching periods per school day. High school and middle school teachers may volunteer to teach a zero period before school or a seventh period after school and have their consecutive seven and one-half (7.5) hour workday adjusted accordingly. Each school site implementing this program shall develop a site specific plan, subject to approval from DEA and the District that shall cover the teacher workday, attendance at faculty meetings, and administrative services and support in connection with the utilization of this provision.

- D. If a teacher voluntarily accepts the assignment of classes requiring more than three subject preparations, said teacher shall formally state such willingness in written form. This may be accomplished through the use of a written form or document at each school site that specifically includes a section that clearly establishes whether the assignment of a schedule requiring more than three subject preparations is undertaken by the teacher on a voluntary or involuntary basis. A copy of that form or document shall be forwarded to the office of the Downey Education Association by the site administrator no later than the end of the first school month. A subject preparation is defined as any situation in which the teacher must specifically prepare lessons, lectures, tests or other activities, for any class having a different course title or different identified ability levels within a course title. If a teacher is assigned involuntarily more than three subject preparations in any one school year, he/she shall not be assigned involuntarily more than three subject preparations in the next two school years. Recognizing the unique needs of continuation education, Columbus High School shall be exempt from this provision.

- E. Full-time middle and high school classroom teachers shall be assigned a preparation period equivalent in length to a teaching period within the six-period day. For the purpose of state testing, the preparation periods may be modified. Teachers shall not be required or allowed to utilize assigned preparation periods for any purpose not specifically allowed/recognized in the definition of the stated purpose of "preparation period" contained in Article IV of this Agreement or as specified otherwise in this Agreement.

- F. Full-time elementary classroom teachers teaching grades 4 and 5 shall be allocated 150 minutes per week, in blocks of time no less than 50 minutes each. One hundred minutes for preparation time shall be provided each week within the student instruction day totally supervised and graded by one or more traveling teachers specifically hired by the District to provide such service. Once per week, on a standardized basis per school site (same day per school each week), each 4th and 5th grade teacher's students shall be sent home, on a modified day, 50 minutes prior to the end of the normal student instruction day to provide their respective 4th and 5th grade teachers 50 minutes of additional preparation time following the end of such modified student instructional day to begin the first full day of instruction and continue through the last full day of instruction. On such modified days when students are sent home 50 minutes early to provide preparation time, no school site administrator shall hold/allow any school meeting for the school's certificated staff, as provided in Section I Article IX of the Master Agreement. Full-time elementary classroom teachers teaching grades TK, K, 1, 2, and 3 shall be guaranteed thirty (30) minutes for preparation purposes immediately following each non-modified student instructional day. During this half-hour block of time, no administrator shall mandate any requirement, schedule or hold any meetings, or require any form of duty that will impact adversely on the primary teacher's right to have the full thirty (30) minutes preparation time set aside exclusively for his/her respective preparation.

- G. A full-time teacher shall be assigned one daily, thirty-five (35) minute, duty-free, uninterrupted lunch period, including passing time. Any teacher may, on a strictly voluntary basis, offer to provide student supervision to the District during his/her assigned lunch period at an established hourly rate of pay of not less than the rate paid for "Other Hourly" services enumerated in Appendix A of this Agreement. A respective school site

1 principal shall solicit said voluntary service for up to one semester at a time. The
2 principal shall make a good faith effort to rotate lunch supervision among all volunteers
3 based upon need, funds, availability of volunteers, and demonstrated quality of volunteer
4 supervision service.
5

- 6 H. Attendance of teachers at principal-scheduled faculty meetings and professional
7 development activities shall not extend beyond eight hours from the start of the teacher's
8 workday. Such extended-day meetings shall be limited to one (1) day per any school
9 week portion thereof, to attend any type of administratively called faculty meeting, grade
10 level or department meeting, Professional Learning Committee (PLC), SIOP, or any other
11 inservice/training activity. No administrative called meetings the week of Back to School
12 Night, Open House and the week Report Cards are due shall extend beyond the 7.5 hour
13 workday.
14

15 A school with an adjusted schedule shall hold their meetings on the designated meeting
16 day unless mutually agreed to by the District and Association.
17

- 18 I. Administrators shall make a good faith effort to provide at least a twenty-four (24) hour
19 notice prior to calling any District, faculty, department, or grade level meeting, except as
20 required. In case of emergency, the twenty-four (24) hours advance notice may be
21 waived.
22

- 23 J. Elementary, middle and high school teachers shall be relieved of supervision duty as a
24 regular assignment. However, if the District is unable to provide student supervision as
25 required by Title 5, Section 5551 and 5552, without the use of bargaining unit members,
26 the following process shall be utilized to provide such supervision:
27

- 28 1. The site administrator shall ask for volunteers to provide the necessary student
29 supervision and those volunteers shall be paid at the hourly rate as established in
30 Appendix A.
31
32 2. Should an insufficient number of individuals volunteer, then all members of the
33 certificated bargaining unit at that site shall be placed in a supervision schedule that
34 equitably distributes the required supervision. These individuals shall be paid at the
35 hourly rate established in Appendix A.
36

37 Teachers may voluntarily provide student supervision at an hourly rate provided in
38 Appendix A.
39

- 40 K. No teacher shall be compelled to attend any school-sponsored night meeting past 9:00
41 p.m. No teacher shall be required to attend more than two school-sponsored night
42 meetings per school year other than on a voluntary basis. This provision shall not be
43 construed to cover teachers assigned to perform paid extra-duty assignments. If a
44 teacher misses either scheduled school-sponsored night meeting (Back to School Night
45 or Open House), they will be required to submit a 2.5 hour Absence Affidavit.
46

- 47 L. Members of the bargaining unit may be assigned adjunct duties on a reasonable and
48 equitable basis consistent with past practices.
49

- 50 M. Members of the bargaining unit entitled to relief breaks in the morning and afternoon. No
51 teacher shall be expected to instruct or supervise students for more than two (2) hours
52 and twenty (20) minutes without a relief break.
53

- 54 N. With respect to various meetings required by Federal and State Regulations governing
55 individualized education programs for special education students and for meetings held
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1 relative to students who may qualify under Section 504 of the Rehabilitation Act of 1973,
2 the following shall apply:

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- 4 1. The District shall make a good faith effort to schedule such meetings during daily
5 work hours rather than at night.
- 6
- 7 2. The District shall schedule the meetings in such a way as to minimize the time
8 demand on teachers including: scheduling of several such meetings on the same
9 day, during release time, on a minimum day, on a voluntary basis acceptable to the
10 teacher, and/or for a paid rate equivalent to the current day-to-day substitute rate at a
11 Saturday meeting scheduled by the District.
- 12
- 13 3. The District will make a good faith effort to rotate the attendance of general education
14 teachers at IEP meetings, as determined by the site administrator. The site
15 administrator will maintain the practice of identifying general education teachers who
16 work with the particular student and/or who can speak to the progress and
17 programming options for the students.
- 18
- 19 4. Classroom teachers may elect, but shall not be required, to be the IEP Administrative
20 Designee before or after school and during their preparation period.

21
22 O. The District shall provide substitute teacher coverage for the class(es) of any teacher
23 required to attend a District or site administrator-sponsored or approved meeting/activity
24 during the time the teacher would normally be teaching a class(es). The District shall
25 make a reasonable good faith effort to hire regular substitute teachers when classroom
26 teachers are absent through no cause created by the District or approved in advance by
27 the District. If, however, the District is unable to find a regular substitute for an absent
28 teacher whose absence is not caused or approved in advance by the District, the
29 principal of the school in question shall ask for a volunteer(s) to cover the absent
30 teacher's class(es). Volunteers shall be paid at the end of each semester on the following
31 basis:

- 32
- 33 1. At the Middle and High School level, the volunteer teacher(s) shall receive one-fifth of
34 the pay of the daily long-term substitute rate per period taught. At least fifteen (15)
35 minutes of time per period must be spent substituting before pay will be provided for
36 that period.
- 37
- 38 2. At the Elementary School level the volunteer teacher shall be paid when no
39 substitutes are available. The students from the absent teacher's class shall be
40 equitably distributed among no more than five (5) volunteers appointed by the
41 principal. The teacher volunteer(s) receiving the students shall equally divide the
42 prevailing long-term substitute rate of pay, computed on an hourly basis (with the
43 hourly rate being one-fifth of the daily long-term rate). At least fifteen (15) minutes of
44 the time must be spent substituting before pay will be provided. In no instance will
45 the total substitute pay paid to teachers receiving students (because of the absence
46 of one teacher) exceed the daily long-term substitute pay rate.
- 47
- 48 3. In the case where no one, or an insufficient number of teachers volunteer under
49 either Section 1 or 2 above, a teacher or teachers shall be appointed by the principal
50 to provide substitute coverage, on an equitable basis, and on the same pay basis as
51 enumerated for volunteers above.

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53 P. The calendar for each school year falling within the term of this Agreement will be posted
54 on the District web.

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Q. For parents who are unwilling to attend elementary parent conferences within the regular teacher workday, the teacher shall have the discretion as to whether a conference will be held beyond the regular teacher workday.

R. An 80% middle/high school teaching assignment shall be defined as four (4) instructional periods exclusive of a preparation period. Approval for an 80% teaching assignment shall be first determined by the site principal/supervisor. Full medical and health benefits will be provided to any teacher participating in an 80% teaching assignment.

S. Less than full-time teaching positions shall be reviewed on an annual basis. Teachers shall be notified by April 30 of their employment status for the upcoming school year.

T. PERMITTING ADDITIONAL PERIOD OF INSTRUCTION BY FULL-TIME MIDDLE AND HIGH SCHOOL TEACHERS

1. The Association and the District have agreed that, in certain situations, bargaining unit members at the middle and high school level may teach an additional periods beyond the normal five (5) periods of instruction as established on Contract Article IX, Section G, and be compensated at an additional eighteen percent (18%) of the individual's salary. The District and the Association further agree that this provision shall not be utilized to replace or eliminate teaching positions and the District shall determine the staffing ratio for each middle and high school and shall make an effort to fill all open positions with appropriately credentialed teachers. Should the need for additional periods of instruction still exist once a site is fully staffed, then the District and Association agree that a limited number of additional periods may be offered under this section. The utilization of this provision shall be limited by the procedures and restrictions established in this section.

2. The Association and the District mutually agree that this program is to address a critical need in the District and does not represent an attempt to eliminate or diminish the need for teachers to have a preparation period within the workday.

3. No unit member shall be required to teach an additional period and participation in such arrangements shall be entirely voluntary.

4. Non-Permanent teacher shall not normally be utilized to teach an additional period. Should a school site wish to have a nonpermanent teacher teach an additional period; it will require the approval of the Association and the Superintendent or the Superintendent's designee.

5. Selection of bargaining unit members for teaching an additional period shall be based on the following selection priority ranking:

First Offer of Position Based On:

- a. Seniority with the department.
- b. Recency of experience.

Second Offer of Position Based On:

- c. School site seniority and subject matter competency.

Third Offer of Position Based On:

- a. District seniority

1 After the first five(5) weeks of the semester or trimester have passed, should the
2 need for additional periods arise, the site administrator may offer the assignment of
3 an additional period to an individual teacher who has the appropriate credential and
4 period opening so as not to disrupt the established schedules of the other teachers
5 and students.
6

- 7 6. Assignment of an additional period of instruction shall be done based on need. After
8 a teacher has served in an extra period assignment, additional assignments may be
9 offered to the next teacher in seniority ranking in the department to provide equity to
10 all permanent teachers who choose to be considered for an extra period assignment.
11 A current satisfactory evaluation of regular teacher performance is required for
12 additional period instruction.
13

14 The following positions are not eligible for extra period assignments:
15

- 16 a. EL Coordinator
17 b. Title I Coordinator
18 c. Activities Director
19 d. Athletic Director
20 e. Resource Teacher
21 f. Librarian
22 g. Testing Coordinator
23 h. Counselor
24

- 25 7. Payment for the additional period shall be included on the bargaining unit member's
26 regular monthly paycheck at the conclusion of the first month of service under this
27 provision.
28
29 8. It is the intent of this program to assign appropriate credentialed and EL authorized
30 teachers for openings as they arise so as not to disrupt the established schedules of
31 the other teachers and or students.
32
33 9. The District shall report to the Association at the end of the fifth (5th) week of each
34 semester the number of additional period offerings at each middle and high school in
35 the District.
36

37 U. JOB-SHARE OR SHARED EMPLOYMENT CONTRACT 38

- 39 1. Job sharing shall refer to two (2) permanent unit members on regular contracts
40 sharing one (1) teaching assignment. Two unit members may share an assignment
41 for a minimum of one (1) year. Job applications for a job-sharing assignment for the
42 following school year shall be filed with the District no later than March 1.
43 Applications shall not be denied except for just cause and such just cause shall be
44 reduced to writing in the case of the denial of an application to participate in a job-
45 sharing arrangement. Notwithstanding other provisions of this Agreement, job-
46 sharing unit members' wages, benefits, and paid leaves shall be prorated relative to
47 the actual time worked. In no event shall the amount of health and welfare benefits
48 for the job-sharers exceed the amount the District would have paid if the position had
49 not been shared. In addition, each unit member shall advance one-half a step on the
50 salary schedule for each year of teaching under a job-share assignment only if each
51 unit member works at least 50% of a full contract.
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53 2. Unit members entering into a job-share arrangement shall complete the Certificated
54 Partnership Teaching Agreement mutually developed by the Association and the
55 District.
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3. Upon the request of the two permanent bargaining unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two-unit members fail to notify the District to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments. If no site opening exists, the less senior unit member shall be involuntarily transferred.
 4. To be eligible to participate, both employees in the job share should be a permanent (tenured) employee.

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ARTICLE X ~ COMMITTEES

A. Faculty Liaison Committees:

Bargaining unit members at each school site shall elect a Faculty Liaison Committee, comprised of from three (3) to six (6) members to be determined by unit members assigned to each respective school site. Liaison committee members shall be elected by a majority, secret ballot vote of all unit members assigned to each school site, following an open nomination process.

The nomination process and secret ballot vote shall be conducted by the senior elected DEA Faculty Representative. Election of Faculty Liaison Committees shall occur no later than October 15 of each school year, and each person elected shall serve one (1) year term. Successive terms may be served, conditional on subsequent reelection each year.

The elected Faculty Liaison Committee shall work collectively with the site principal to remedy issues of concern and/or problems brought to the Faculty Liaison Committee's attention by unit members or the site principal. The Faculty Liaison Committee structure shall be used by unit members and the site principal to effectively enhance participation, interaction, communication and the use of collaborative team work, to address all issues of concern on the site.

If the issue remains unresolved, either the Association or District may elect to forward the issues remaining to the Association President or designee and the district Superintendent or designee for further consideration.

Site principals shall meet with Faculty Liaison Committees on a regular basis and shall make reasonable good faith efforts to work collaboratively with such committees to effectively resolve all issues of concern at their site.

B. Special Education Monitoring Committee:

The Association and the District agreed to establish a Special Education Monitoring Committee to provide ongoing monitoring of the special education programs. This committee shall consist of one representative selected by the Association from each of the specific special education programs/disciplines offered in the District. It shall include at least one representative from each of the following programs: Speech-Language Pathologist, Special Day Class Programs (each subdivision thereof), Resource Specialist Programs, Adaptive Physical Education, and any other program that falls under the general title of Special Education.

This group shall meet on a regular basis to discuss issues and concerns specific to the Special Education Program. This shall include review of caseloads, changes in forms of paperwork, scheduling of students, and other items that the District of Special Education and the committee members may choose to discuss. This group may make

1 recommendations to the District and the Association on appropriate strategies to address
2 the issues and concerns specific to the District's Special Education Programs.

3
4 **ARTICLE XI ~ COUNSELORS**

- 5
6 A. No counselor shall be required to provide personal services or functions which do not
7 clearly fall within the guidelines established by the job description for counselors as
8 determined by the Board of Education.
9
10 B. The counselor work year shall exceed the teacher work year by six (6) days at the high
11 school level and by five (5) days at the middle school level.
12
13 C. Counselor hours of employment shall be eight (8) hours per day including a lunch period.
14
15 D. The counselor salary computation shall be in accordance with the rates established in
16 Appendix A and the following formula:

17
18 a = Placement on Teacher Schedule
19 b = Responsibility Factor
20 c = Annual Base Salary
21 d = Teacher Work Year
22 e = Per Diem
23 f = Additional Counselor Workdays

24

25 Therefore: $\left. \begin{array}{l} a + b = c \\ c \div d = e \\ c + (e \times f) = \text{Total Annual Salary} \end{array} \right\}$

- 26 E. Counselors may be used for covering a classroom teacher's class(es) in unusual
27 circumstances on a reasonable and equitable basis with other members of the bargaining
28 unit assigned to a particular school site.
29
30 F. The District may assign high school counselors, on an equitable but voluntary basis, to
31 work up to eight (8) additional full-time workdays during the summer, above and beyond
32 those normal workdays required of counselors in this Agreement. For each of these
33 voluntary extra days worked, each counselor shall be paid \$20.00 per hour, including the
34 lunch period.

35 **ARTICLE XII ~ CLASS SIZE**

- 36
37 A. The District shall utilize the following staffing ratios for the allocation of classroom
38 teachers to a school:
39
40 • The District will staff Kindergarten and Transitional Kindergarten at 1:25 for the 2015-
41 16 school year and 1:24 for the 2016-17 school year.
42
43 • Transitional Kindergarten (TK) teachers will be paid a stipend of \$165.00 per month
44 or any portion thereof commencing after the fifteenth (15th) student school day for
45 each additional student above the negotiated cap; no teacher shall exceed two
46 additional students.
47
48 • The unit member with the most seniority will have first choice to accept/decline the
49 additional student. Once a unit member accepts an additional student, any other
50 additional student will be offered to the next most senior unit member. If declined,
51 the choice will be offered to the next most senior unit member. If no unit member
52 accepts the additional student, then the student will be placed in the least senior unit
53 member's class on a rotating basis.
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55 • The District will staff Grades 1 – 3 at 1:27 at the beginning of the year, but may place
56 up to 30 pupils in a classroom if the need arises due to increased enrollment.
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- Grades 4 – 5: 1:34 (no classroom shall exceed 34 students)
- Grades 6 – 12: 1:34 pupil contacts per period (PCPP)
Exceptions to this provision shall be classes in physical education, typing, music, and driver education.

(6-12 Grades Only):

- Combined class averages assigned to an individual classroom teacher, except classes in physical education, music, typing, and driver education, shall not exceed the PCPP by more than 10%, and no single class shall exceed the PCPP by more than 20% in the event the classroom teacher's average class size is significantly low due to assignment of a low enrollment class(es).
- If the application of the above ratios results in a fraction of half (.5) or more at the beginning of the second school month, an additional classroom teacher position shall be allocated and/or an extra period assignment.
- Nurses, librarians, resource teachers, counselors, special education teachers, non-unit members, and other non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.

- B. The District shall employ no less than two certificated nurses.
- C. Librarians shall be assigned on the basis of one (1) full-time credentialed librarian at each middle school and regular high school.
- D. Counselor assignments shall be calculated on the basis of one (1) counselor for each 450 high school students (9 – 12 grade) or major fraction thereof. No less than one (1) full-time counselor shall be assigned to each middle school (6 – 8 grade); 1.5 counselors for 1,100 students 2 counselors for 1,500 students. No less than one (1) full-time counselor shall be assigned to the Adult School.
- E. Special Education classes shall not exceed the requirements of the Education and Administrative Code. One day substitute coverage shall be provided each semester for Special Day Class teachers to assist them in completing student IEP forms.
- F. The District caseload average of Speech and Language Pathologists shall not exceed the requirements set forth in the State Education and Administrative Code.

Individual Speech and Language Pathologists caseloads shall not exceed 15% of the State maximum average. Individual Speech and Language Pathologists may voluntarily agree to increase his/her individual caseloads to 20% of the State maximum average. No Speech and Language Pathologist shall have his/her assignment altered as a direct result of his/her choice not to volunteer.

Speech and Language Pathologists shall determine collaboratively with District staff caseload assignments taking into consideration the severity of student disability and/or time and travel requirements in serving the school sites.

Twice yearly benchmarks (on October 15 and on March 15 of each year) shall be used to review the size of the Speech and Language Pathologist caseloads. If determined that these limits are exceeded, then the Special Education Department shall take immediate measures to address the situation to ensure that the requirements of the Speech and Language caseloads are aligned with the Master Agreement.

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G. Individual APE caseloads shall not exceed 15% of the maximum caseload of 55. Individual APE teachers may voluntarily agree to increase his/her individual caseload to 20% of his/her maximum 55 caseload; no APE teacher shall have his/her assignment altered as a direct result of his/her choice not to volunteer.

APE teachers shall determine collaboratively with District staff caseload assignments, taking into consideration the severity of student disability and/or time and travel requirements in serving the school sites.

Twice yearly benchmarks (on October 15 and on March 15 of each year) shall be used to review the size of the APE caseloads. If determined that these limits are exceeded, then the Special Education department shall take immediate measures to address the situation to ensure that the requirements of the APE caseloads are aligned with the Master Agreement.

H. The Assistant Superintendent, Educational Services, on a bi-monthly basis, shall provide the Association with a summary of the principal's reports to include the following information: (a) date, (b) school, (c) subject/period/grade level, (d) teacher, (e) number of students involved, (f) action or non-action taken. Subsequent review with the Association of this circumstances involved shall be granted at its request.

I. If during the term of this Agreement monies become available from the State that are specifically designated for class size reduction at any grade level, the District agrees to immediately negotiate in good faith with DEA for development of a plan of class size reduction that will meet the intent of any applicable legislation associated with the availability of the funds, and that will be mutually acceptable to the Board of Education and the DEA, prior to any allocation of such funds.

ARTICLE XIII ~ EVALUATION PROCEDURES

A. Purpose:

Board policy has established that the purpose of evaluation is the improvement of instruction through the careful assessment of certificated personnel competence and effectiveness in relation to the needs of the District.

B. General Provisions:

The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject only to the procedural requirements of this article. Accordingly, no grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator. Any grievance arising under this Article shall be limited to a claim that the procedures set forth in this Article have been violated. However, evaluation disputed arising within the above-mentioned exclusions from grievance are subject to administrative review by appeal to an Assistant Superintendent as selected by the Superintendent. The DEA representative, appointed by the president, may be present if requested by the evaluated employee.

C. Frequency of Evaluation:

To provide an orderly procedure for the ongoing process of improving instruction, evaluations shall be conducted according to the following schedule:

1. Temporary teachers at least once every three years.
2. Probationary and intern teachers at least once a year.

3. Permanent teachers at least once every three (3) years. At least every five (5) years for teachers with permanent status who have been employed at least 10 years with the District, are highly qualified, and whose previous evaluations rated the teacher as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
4. All teachers serving in a new assignment resulting from relocation or promotion within the District at least once every two years beginning with the year of relocation or promotion.

D. Guidelines:

1. It shall be the responsibility of the evaluator to formally establish with each evaluatee under his/her supervision an understanding of the evaluation policy, procedures, and educational philosophy of the District and shall be notified within 45 days after the start of the contract year.
2. Self-evaluation shall be encouraged in all areas of certificated assignments, but shall not be required by any administrator as part of the formal evaluation process.
3. No teacher shall be involved in the evaluation process of another teacher or be required to provide any administrator with information relative to another teacher's competence skills in the classroom.
4. No teacher shall be required to join or attend any PTA/Parent Club meetings.
5. Standards of performance shall be established for each teacher in a conference. Factors, either positive or negative, that affected the achievement of the stated objectives shall become a matter of written record on the evaluation form.
6. Data to facilitate evaluation of the standards of performance shall be secured through a number of procedures, including but not limited to: observation, products, judgments, tests, anecdotal records.
7. Evaluations may involve more than one evaluator. The principal of the school shall be responsible for and have final authority in the evaluations of teachers assigned to his/her school, and shall show evidence of same by personally reviewing and signing all evaluation forms. Only certificated administrators shall evaluate.
8. The District shall not complete the formal evaluation process for any unit member whose resignation for retirement purposes has been accepted by the Board of Education.

E. Procedures:

1. The Certificated Human Resources Office shall establish a procedural calendar of evaluations each year, which lists the major steps and times for completion. The PAR panel shall also establish a procedural calendar for the PAR program, which will be printed in Appendix G. These calendars shall be distributed to all certificated personnel responsible for evaluation and filed with the DEA office.
2. Rating administrators at each level (elementary school, middle school, and high school) shall utilize a uniform approach when evaluating the instructional skills of those teachers assigned to that respective level. Prior to initiating the evaluation cycle, the evaluator shall provide detailed information on the specific criteria that will

1 be used in the evaluations process. Upon written request by an evaluatee, the
2 evaluator shall provide the evaluatee with the following: (1) a written plan of
3 assistance and training, and (2) such personal assistance and training as is deemed
4 necessary and reasonable to help the evaluatees meet the desired level of
5 instructional performance.
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- 8 3. Each teacher evaluated shall have the opportunity to participate in establishing the
9 objectives and standards of performance upon which he/she will be assessed. A
10 reasonable number of conferences shall be held with the teacher for the purpose of
11 developing objectives and standards of performance related to their position and
12 assignment upon which formal evaluation shall occur. If the objective cannot be
13 mutually agreed upon, an appeal relating to these differences may be written by the
14 teacher and submitted to the Assistant Superintendent, Educational Service, for final
15 resolution after he/she has met with the parties involved.
16
- 17 4. The following minimum standards for observation shall be established:
- 18 a. All teachers being evaluated shall have three formal observations and
19 conferences prior to the evaluation report. The rating evaluator shall provide at
20 least five (5) teacher workdays between all such observations being done for the
21 evaluation process in the case of intern, temporary, or probationary teachers,
22 and shall provide at least ten (10) teacher workdays to elapse between all such
23 observations being done for the evaluation process in the case of permanent
24 teachers, except in the situation in which a unit member has been given a
25 remedial action plan following release from the PAR program. This will not
26 prevent the evaluator from access to a teacher's classroom for purposes other
27 than formal observation.
28
- 29 b. The specific dates of applicable observation and conference reports prepared by
30 a teacher's evaluator shall be cited on the teacher's final evaluation form. The
31 length of each applicable observation shall also be recorded on the teacher's
32 final evaluation form.
33
- 34 c. Observation should be of sufficient duration and quality to provide the evaluator
35 with sufficient data to make a significant contribution to the evaluation.
36
- 37 d. An informal written record of the observation together with commendations and
38 recommendations shall be made on forms provided by the District.
39
- 40 e. Observations shall be followed by conferences between the evaluator and
41 evaluatee within five (5) working days of the observation. Extensions will be
42 allowed on a day-to-day basis by mutual consent when either the evaluator or
43 evaluatee is on an authorized absence from the District.
44
- 45 f. The evaluatee shall be given a copy of the written record of observation within
46 ten (10) working days of the observation.
47
- 48 5. No assessments of needs to improve or unsatisfactory performance shall be
49 introduced in writing on an evaluatee's evaluation form which have not been first
50 formally called to his/her attention in writing on either an observation or conference
51 report.
52
- 53 6. Prior to utilizing materials or incidents in the evaluation process, the evaluator shall
54 make a reasonable effort to verify the accuracy of the material or incident.
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7. An unsatisfactory evaluation of a teacher shall not be predicted upon information or material of a derogatory or critical nature which has been received by the teacher's evaluator from parents and/or citizens, unless the information or material has been reviewed and processed within the District's adopted procedure for processing a complaint against a teacher under provisions of Board Policy 9262 and Administrative Regulation 9262, and the complaint has been found to have merit and substance in fact.
8. The evaluation report shall be discussed in a conference between the evaluator and the evaluatee.
9. The evaluatee and the evaluator shall retain copies of the evaluation report.
10. The evaluatee may submit a written response to the evaluator's statements at any time. Said response(s) shall be filed within the current school year and attached to the evaluation, and shall be placed in the teacher's personnel file retained in the District Certificated Human Resources Office.
11. The evaluatee shall sign the evaluation report. The signature does not necessarily indicate that the teacher endorses or agrees with the contents of the report.
12. When short term evaluations are made, where the evaluatee has been recently assigned to a position, a notation shall be recorded specifying the period of time covered by the evaluator.
13. Upon formally citing a condition(s) of unsatisfactory performance in Standards 1 - 5 on an evaluatee's evaluation form the evaluatee will be referred to the PAR program. The PAR program will proceed as outlined in the PAR timeline in Appendix G.
14. If needs to improve or unsatisfactory are cited on an official evaluation following release from the PAR program, the evaluator, working with the evaluatee, shall develop a written Remedial Action Plan for the purpose of assisting the teacher to improve. The Remedial Action Plan shall be attached to the evaluation, shall contain specific suggestions for improvement of areas cited on the evaluation, and shall allow reasonable time prior to the next official evaluation for improvement by the teacher. The Remedial Action Plan will also cite the specific plans of the evaluator to provide personal and resource assistance in the reasonable effort to help the teacher improve evaluator-perceived deficiencies and/or weaknesses.

The Remedial Action Plan shall contain:

 - a. areas where improvement is needed.
 - b. specific suggestions for improvement.
 - c. additional resources to be utilized to assist the improvement, if any.
 - d. evaluator's role in assisting the evaluatee.
 - e. techniques for measurement of improvement.
15. Evaluation reports shall be retained in the Certificated Human Resources Office as confidential material and filed in the personnel folder of the individual teacher.
16. Information from the teacher's personnel folder shall be available to the teacher and administrators who are concerned with the supervision, proper assignment, and

1 future employment of the teacher. Pre-employment confidential reference material
2 cannot be made available to the teacher for inspection.

3
4 17. Refer to Appendix D for the appropriate evaluation forms.

5
6 **ARTICLE XIV ~ SUSPENSION**

- 7
8 A. Disciplinary action, as used in this Article, includes written reprimands and suspensions
9 with or without pay for up to fifteen (15) days for all teachers. This Article shall not limit
10 the District's right to evaluate or orally reprimand and counsel teachers. Nor shall
11 anything in Article XIII, "Evaluation Procedures," limit the District's right to discipline
12 teachers pursuant to this Article.
13
14 B. The District, through the Superintendent or designee, may issue written reprimands and
15 warnings. The teacher may submit a response or rebuttal to the written reprimand or
16 warning, a copy of which will be retained in the Certificated Human Resource Office,
17 along with the reprimand. Alleged violations by the District of the procedures relating to
18 issuance of written reprimands and warnings are subject to the grievance procedures of
19 this Agreement.
20
21 C. Teachers shall only be disciplined for reasonable and just cause. All disciplinary action
22 by the District shall be corrective and progressive, rather than punitive. The discipline
23 imposed shall be reasonably related to the seriousness of the misconduct, and/or shall
24 be reasonable in light of the number and frequency of prior incidents of misconduct by
25 the teacher.
26
27 D. Suspensions shall be based upon reasonable and just cause, including but not limited to
28 the causes enumerated below as set forth in Section 44932 of the Education Code:
29
30 1. Immoral or unprofessional conduct.
31 2. Commission, aiding, or advocating the commission of acts of criminal syndicalism, as
32 prohibited by Chapter 188, Statutes of 1919, or in any amendment thereof.
33 3. Dishonesty.
34 4. Incompetency.
35 5. Evident unfitness of service.
36 6. Physical or mental condition unfitting him/her to instruct or associate with children.
37 7. Persistent violation of or refusal to obey the school laws of the State or reasonable
38 regulations prescribed for the government of the public schools by the State Board of
39 Education or by the governing board of the school district employing him/her.
40 8. Conviction of a felony or of any crime involving moral turpitude.
41 9. Violation of Section 51530 of this code or conduct specified in Section 1028 of the
42 Government Code, added by the chapter 1418 of the Statutes of 1947.
43 10. Violation of any provision in Sections 7001 to 7007, inclusive, of this code.
44 11. Knowing membership by the employee in the Communist Party.
45 12. Alcoholism or other drug abuse which makes the employee unfit to instruct or
46 associate with children.
47
48 E. The Superintendent may suspend teachers with or without pay for up to fifteen (15)
49 working days, pursuant to the following procedures. In cases of serious misconduct, the
50 following remedial steps need not be taken and the District may advance the level of
51 discipline from an oral warning to a written, dated reprimand such that is appropriate to
52 the level of misconduct. Serious misconduct that may warrant such action shall include
53 willful, wanton, or deliberate violations of District Policies, Education Codes, or State law.
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55 1. Oral warning shall first be given to a teacher prior to any other disciplinary action.
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2. Written, dated warnings shall be given to any teacher who has first received at least one oral warning about a similar but separate action or infraction within the preceding ten (10) months, excluding summers unless the teacher is teaching summer school for the District. Any such warning shall be based upon substantiated and verifiable data. Written, dated warnings shall not be placed in the teacher's official personnel file at the District Office, and shall be destroyed if no similar infraction occurs within ten (10) months thereafter excluding summers, unless the teacher is teaching summer school for the District.

3. Written, dated reprimands shall be given to any teacher who has received at least one (1) previous written warning for similar but separate actions or infractions within the preceding ten (10) months, excluding summer unless the teacher is teaching summer school for the District. Any such reprimand should be based upon substantiated and verifiable data. A copy of any such written reprimand, and any subsequent written rebuttal submitted by the teacher, shall be placed in the teacher's personnel file in accordance with the provisions of Article XIV of this Agreement.

4. Suspension: Teachers may be suspended by the Superintendent, with or without pay, for a period of up to, but not to exceed, fifteen (15) days, if the unit member has first received a written reprimand about similar, but separate actions or infractions within the preceding ten (10) months, excluding summers unless the teacher is teaching summer school for the District.

5. The Superintendent shall give written notice to the teacher of the District's intent to suspend the teacher.

The notice shall include:

- a. the cause(s) on which the suspension is based.
- b. the date(s) on which the suspension shall take place.
- c. a statement that the teacher has a right to discuss informally the proposed designee prior to the suspension at the pre-suspension hearing with the Superintendent or his/her designee prior to the suspension.
- d. a proposed date, time and place for such pre-suspension hearing.

The Association's Executive Director or designee shall receive a concurrent notification and copy of any such suspension notice served on any teacher who is a member of the bargaining unit.

6. The teacher shall have five (5) teacher work days, within receipt of notice to respond to the notice of suspension. If the teacher does not respond, the District will schedule the suspension and provide notice thereof to the teacher. The teacher's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension hearing, designate his/her representative, if any, propose other dates for such hearing, or waive such hearing. The pre-suspension hearing, unless waived, shall take place within eight (8) school days from the date of the notice.

7. The pre-suspension hearing shall be informal. The teacher shall be given the opportunity to present facts and arguments regarding the proposed suspension. An Association representative shall attend the pre-suspension hearing and may represent the teacher at the teacher's option.

- 1 8. The Superintendent or designee shall inform the teacher of the decision to suspend
2 or not to suspend within three (3) teacher work days from the date of the pre-
3 suspension hearing, or after five (5) days from the date of the notice of suspension if
4 the teacher did not respond.
- 5
- 6 9. The District shall schedule a suspension and notify the teacher and his/her
7 representative, teacher work days if any. The suspension shall be scheduled on
8 consecutive teacher work days, which may result in carry over from one semester to
9 the next or one academic year to the next.
- 10
- 11 10. Disputes as to whether a suspension was based on just cause or whether there has
12 been a violation of the procedures set forth herein shall be resolved pursuant to the
13 grievance procedures. A grievance regarding a suspension must be filed on the date
14 the Superintendent notifies the teacher the suspension has been scheduled to begin,
15 or within ten (10) school days thereafter.
- 16
- 17 11. With the exception of emergency suspensions pursuant to Section 5L of this Article, if
18 the teacher files a grievance under Article VIII regarding the scheduled suspension,
19 the suspension shall be held in abeyance until the grievance procedures have been
20 fully utilized and a final decision has been rendered in the matter through the
21 grievance process. If the grievance proceeds to arbitration, the District and
22 Association agree to utilize an arbitrator who will be available for hearing within a
23 reasonable time, not to exceed sixty (60) calendar days.
- 24
- 25 12. In limited situations as described in Education Code 44939, 44940, and 44942, the
26 District may suspend the teacher without a pre-suspension hearing. In such limited,
27 emergency situations, the Superintendent or designee, shall schedule an informal
28 hearing with the teacher and provide the teacher and the Association's Executive
29 Director or designee with written notice thereof as soon as possible after the
30 suspension has begun, but in no case later than forty-eight (48) hours. An
31 Association representative shall attend the pre-suspension hearing and may
32 represent the teacher at the teacher's option.
- 33
- 34 13. Since this discipline article has been duly negotiated between the District and the
35 Association, the District agrees not to utilize provision of Education Code Section
36 44944 to suspend a teacher. This in no way affects the District's right to utilize the
37 provisions of Education Code Sections 44939, 44940, and 44942, nor shall anything
38 in this Article affect in any way the District's utilization of statutory dismissal
39 procedures.
- 40
- 41 F. The concept of progressive discipline as set forth in Section 5 of this Article shall be
42 applicable except in situations as set forth in Education Code Sections 44939, 44940,
43 and 44942.

44
45 **ARTICLE XV ~ PERSONNEL FILES**

- 46
- 47 A. Official permanent personnel files for teachers shall be located at the District's
48 Certificated Human Resources Office and shall not refer to files maintained by the
49 immediate supervisor in between formal evaluation reports.
- 50
- 51 B. With the exception of observation reports, materials to be placed in these files must be
52 dated and signed by both parties within fifteen (15) calendar days of the occurrence or
53 when the immediate supervisor became aware of the occurrence. If placed in the
54 teacher's personnel file, said placement must occur by the end of the current evaluation
55 period and be made available to the teacher for inspection, except as follows:
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1. References, evaluations, or records obtained from outside the District prior to employment
 2. Information obtained from within the District dealing with promotional examinations
- C. Derogatory material shall not be placed in the teacher's file unless the person filing the material has signed and dated same and the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material in advance by affixing his/her signature or by the signature of a witness if the teacher refuses to sign on the actual copy to be filed. Such signature does not indicate agreement with content.
- D. Prior to placing item(s) in the personnel file, the District shall make reasonable effort to verify the accuracy of the material and to determine that the material has a factual basis.
- E. Teachers may submit rebuttals to any material placed in their personnel file.
- F. Upon request, teachers may review the content of their files except as provided under Section B of this Article.
- G. Upon written request, a copy of such material will be made available to the teacher at cost.
- H. Requests to inspect one's official personnel file shall be honored by the Assistant Superintendent, Certificated Human Resources or designee at any time during office hours, but outside the employee's regular working hours.
- I. The contents of all official teacher personnel files shall be kept in strictest confidence. Access to these files shall be restricted to teachers involved, the Superintendent, administrators as designated by the Superintendent, and as routinely required by employees assigned within the Certificated Human Resources Office.
- J. Derogatory materials not properly placed in the personnel file shall not be utilized in any discipline procedure against the teacher or retained in the personnel file.

ARTICLE XVI ~ TRANSFERS

- A. Transfers shall be defined as a change in teaching positions from one school to another. Requests for transfer may be initiated only by a permanent teacher with appropriate EL authorization, the principal of the teacher's school, or by the Superintendent or designee.
- The approval of the Superintendent or designee is required before a transfer can occur. Teacher-requested transfers shall be granted before hiring new employees when the training, experience, and abilities of the requesting unit member match the vacant position's job specifications.
- B. Teacher-Requested Transfer:
1. For Vacancies that occur prior to April 15 the following criteria shall be applied: if two or more permanent classroom teachers apply for the same vacancy, the teachers with an appropriate basic teaching credential allowing him/her to teach the class, and the greatest seniority shall receive the transfer (such transfers at deciles 1, 2, and 3 schools shall be subject to the school site principal's approval).
- Appropriate forms shall be available at the Certificated Human Resources Office and from each building principal's office. Individual transfer requests must be submitted to Certificated Human Resources prior to April 15. If any provision of this article or any

1 application thereof to any member of the bargaining unit is held to be contrary to the
2 law, such provision shall be invalid and the part that was determined to be invalid will
3 be rewritten by the Association and the District in a cooperative manner to comply
4 with current law. Once the determination has been made that the article was invalid,
5 the two parties will meet within 30 calendar days to correct the article to comply with
6 current law.

7
8 In acting on requests for voluntary transfer, the following criteria will be applied:
9

- 10 a. Credentialing requirements
- 11
- 12 b. Major/Minor field of study
- 13
- 14 c. The most recent evaluation shall be generally satisfactory in its overall
15 assessment of the teacher's working performance.
- 16
- 17 d. Previous experience, within the past five years, in the grade/subject area where
18 the transferee is to be placed
- 19
- 20 e. If the above criteria are approximately equal, then first preference in transfer shall
21 be given to the applicant with the greatest seniority
- 22

23 Vacancies that occur after April 15 of the school year prior to the school year in
24 which the transfer would become effective, all qualified internal applicants who
25 apply for a vacant position at a specific school site shall not be granted priority
26 over external applicants who apply for a vacant position at a specific school site.
27 If no external candidate applies for a vacancy at a specific school site the same
28 procedures for voluntary transfers shall apply.

- 29
- 30 2. The Certificated Human Resources Office shall record the request and acknowledge
31 its receipt. Any teacher not receiving said transfer shall receive, upon a written
32 request, a written notice informing them as to those specific reasons why said
33 transfer was not granted.
- 34
- 35 3. By March 1 and thereafter as necessary, regular lists of all known vacancies for the
36 subsequent school year shall be posted on a bulletin board in workrooms or lounge
37 areas frequented by teachers at each site.
- 38
- 39 4. A teacher assigned to a special education program at a given school site, may submit
40 a transfer request for regular program vacancies that become available at either their
41 present assigned school site or another site.
- 42
- 43 5. Those teachers whose requests are on file on or before April 15 shall be given
44 consideration for all vacancies before out-of-District applicants are considered or
45 placed.
- 46
- 47 6. A request for transfer may be withdrawn by the teacher at any time prior to
48 appointment.
- 49
- 50 7. A permanent teacher shall not be required to state reasons for requesting transfer.
51 The filing of a request for transfer is without prejudice to the employee and shall not
52 jeopardize his/her present assignment.
- 53
- 54 8. Vacancies that occur during the school year may be filled without utilizing the posting
55 procedures.
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- 1 9. By June 1, all transfers for the ensuing school year shall be completed. All teachers
2 shall be notified in writing as to the results of their transfer requests by July 10.
3
4 10. After receiving a voluntary transfer, a teacher must remain at the new site for a
5 minimum of two years unless an additional transfer is mutually agreed upon by both
6 the teacher and the District.
7

8 C. Involuntary Transfers or Reassignment:
9

- 10 1. Teachers may be involuntarily transferred from a school site to another school site for
11 the following reasons:
12
13 a. Declining enrollment.
14
15 b. Addition, elimination, or reduction of classes in specific special areas or
16 programs
17
18 c. Fluctuations in pupil enrollment (an overstaffed or surplus situation may be
19 deemed to exist when the number of teachers present in a given school after the
20 beginning of the school year exceeds the ratio established by Article XI, Class
21 Size).
22
23 d. Certification adjustment (a teacher may be transferred if it is determined by the
24 District that his/her assignment is in violation of certification requirements).
25
26 e. Performance renewal (the District may involuntarily transfer a teacher once per
27 any three (3) year period, in order to improve his/her performance, if deficiencies
28 in performance have been properly reflected in the official written evaluation of
29 the teacher, and the rating administrator has made a good faith effort to properly
30 assist said teacher improve his/her performance through the implementation of a
31 bona fide remedial Action Plan, as provided for in Article XIII of this Agreement).
32
33 2. An involuntary transfer shall not be implemented more than once every three (3)
34 years, unless the teacher's credentials do not qualify him/her to teach any other
35 subject offered in the school from which he/she is being transferred.
36
37 3. In the event that an involuntary transfer, and upon written request of the teacher, the
38 District shall be responsible for moving the teacher's personal instructional equipment
39 and property from the former work site to the newly assigned work site. The teacher
40 must properly box and label materials to be moved. The District shall complete such
41 move at least one (1) workday before the teacher begins the new assignment.
42
43 4. Except for transfer for reasons 1(d) and 1(e) above, when an involuntary transfer is
44 deemed necessary, then the following shall occur:
45
46 a. Volunteers will be sought prior to utilizing involuntary transfer.
47
48 b. The teacher(s) under consideration for involuntary transfer shall be notified.
49
50 c. Within five (5) working days of the notification, the teacher may request and will
51 be granted a meeting with the Superintendent or his/her designee to discuss and
52 consider alternatives to the proposed transfer. Upon written request, the teacher
53 shall receive written reasons for the transfer. Such request shall be made within
54 five (5) workdays of receipt of the request.
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- d. All teachers being involuntarily transferred shall have first preference for available vacancies. When a choice of vacancy is possible, teachers may indicate an order of preference.
- e. The Superintendent's determination of which teacher shall be involuntarily transferred shall be based upon the following factors:
 - Credentialing requirements
 - Major/Minor field of study
 - Previous experience in the grade/subject area where the transferee is to be placed

If the above criteria are approximately equal, then the teacher under consideration with the least amount of seniority in terms of service to the District shall be transferred.

- 5. A reassignment is a change in the current assignment within the same school. Prior to making a reassignment, the principal shall discuss the reassignment with the teacher as early as possible.
 - a. Should a reassignment at the elementary level require a change of rooms or grade level, the principal will make provisions for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, two (2) instruction free days shall be made available prior to beginning the new assignment, upon the request of the teacher.
 - b. Should relocation, at any level, occur after the beginning of the school year, two (2) instruction free days shall be made available prior to beginning the new assignment, upon request of the teacher.

- D. Teachers involuntarily transferred during the school year to different grade levels of instruction or subjects shall be granted a reasonable time to prepare for the new assignment, not to exceed two (2) days.
- E. Teachers with the same initial date of service shall have their length of service established by lot. The District shall conduct a lottery in a fair, equitable and reasonable manner. The District shall provide the Association with a current copy of this seniority list upon request.

F. Transfer Necessitated by School Closure:

If a school(s) is closed, teachers affected by such closure shall be accorded priority for filling vacant positions at the school(s) where students from the closed school(s) are being placed (receiving schools), subject to the following conditions:

In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the receiving schools.

Teachers affected by closure of a school(s) may elect to request a voluntary transfer in accordance with the voluntary transfer provision(s) of this Article, or to follow the students that normally would have been at the closed school in the succeeding school year.

1 A teacher who fails to be placed as a result of electing to follow the students that normally
2 would have been at the closed school in the succeeding year shall have priority over
3 those teachers requesting voluntary transfers not resulting from a school closure.
4 If the teacher elects to follow the students, the following procedure shall apply:
5

- 6 1. Teachers shall submit a priority ranking of up to three (3) schools to which they
7 desire to be assigned from the receiving schools of the students.
8
- 9 2. If the District requests the priority ranking during the regular school year, then the
10 teacher shall return the ranking to the District within five (5) days after the District's
11 request for the ranking.
12
- 13 3. If the priority ranking request is to be made by the District during the summer months,
14 then the District shall mail the request to the teacher's mailing address of record with
15 the District. The priority ranking shall be returned by the teacher to the District within
16 fifteen (15) days of the date of mailing. Teachers are encouraged to submit summer
17 mailing addresses to the District and DEA.
18

19 **G. Transfer Necessitated by School Opening:**

20 If a school(s) is opened, teachers affected by such opening shall be accorded priority for
21 filling vacant positions at the school(s) subject to the following conditions:
22

23 In order to satisfy the conditions cited herein, the District shall identify the number of
24 vacant positions which exist as the opening school(s).
25

26 **Voluntary**

27 Teachers affected by the opening because students at their current school(s) are being
28 transferred to the opening school(s) may elect to request a voluntary transfer in
29 accordance with the regular voluntary transfer policy. If they are not placed at the
30 opening school(s), they shall have priority for filling vacant positions at other schools
31 within the District.
32

33 **Involuntary**

34 If sufficient voluntary transfers are not obtained from the affected staffs, employees with
35 the least District seniority will be transferred. If they are not placed at the opening
36 school(s), they shall have priority for filling vacant positions at other schools within the
37 District.
38

39 **H. Transfer to Non-Teaching and Non-Administrative Positions Contained Within the**
40 **Bargaining Unit:**

41 The following procedures shall be observed in filling non-teaching and non-administrative
42 vacancies:
43

- 44 1. If sufficient qualified candidates are available within the District, a vacancy notice will
45 be posted in each school. If candidates outside the District are solicited, vacancies
46 will be listed in college and or other professional placement offices.
47
 - 48 2. Each applicant shall be expected to present to the Certificated Human Resources
49 Office the materials requested in the vacancy notice for making applications and
50 verifying qualifications for the vacant position.
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- 1 3. Interviews will be arranged and, as part of the selection procedure, the Association
2 shall provide the name of one or more teachers interested in serving on an
3 evaluation panel for selection to non-teaching and non-administrative certificated
4 positions contained within the bargaining unit. The District shall select one of the
5 Association nominees to serve on said panel.
6
- 7 4. Selection will be based upon evaluation of application materials, references, and
8 personal interviews.
9
- 10 5. The Certificated Human Resources Office will submit the name of the selected
11 candidate to the Superintendent who will, if he/she approves, present the nomination
12 to the Board of Education for approval or ratification.
13
- 14 6. The Certificated Human Resources Office shall make the offer of employment.
15
- 16 7. The Certificated Human Resources Office shall notify all candidates of the selection
17 after action by the Board of Education.
18

ARTICLE XVII ~ LEAVES

- 20
- 21 A. The leave benefits specified herein shall be applicable to all regular contract teachers.
22 Adult school teachers shall be granted certain leave benefits in accordance with Article
23 XXI.
24
- 25 B. "Paid Leave of Absence" means that a teacher shall be entitled (a) to receive wages and
26 all fringe benefits, including but not limited to insurance and retirement benefits; (b) if less
27 than one semester, to return to the same assignment which he/she enjoyed immediately
28 preceding the commencement of the leave; and (c) to receive credit for annual salary
29 increments provided during his/her leave.
30
- 31 C. Provisions Applicable to All Leaves:

32 A leave of absence is an extended absence from duty for a prescribed period of time
33 specifically authorized by the Board of Education.
34

35 Leave of absence shall be granted to permanent teachers only, except that probationary
36 teachers may be granted a leave of absence for maternity reasons, and/or other reasons
37 which may be included under the final paragraph of this Section.
38

39 The term "certificated teachers" includes all teachers whose assignments require
40 California Public School certification and are included in the teacher bargaining unit.
41

42 Leaves shall not exceed one year in duration, although extensions may be granted at the
43 discretion of the Board of Education.
44

45 Written requests for leaves of absence shall be routed for approval or disapproval
46 through the teacher's immediate supervisor, or principal. The request must specifically
47 state the reason for the request and the duration of time desired. The Assistant
48 Superintendent, Certificated Human Resources shall present the request to the
49 Superintendent for presentation to the Board with a recommendation for approval or
50 disapproval, giving reasons for such recommendations.
51

52 Teachers given leaves of absence shall sign an agreement that the Board will be given
53 written notice of their intention to return at least two and one-half (2.5) months prior to the
54 termination date of the leave.
55

1 Failure to so notify the Board shall be deemed to constitute a resignation on the part of
2 the teacher; such resignation may be accepted by the Board at any time within twenty
3 (20) days after the due date of the required notification by the teacher. At least ten (10)
4 days before the notice is due, the Assistant Superintendent, Certificated Human
5 Resources will remind the teacher of his/her obligation by certified letter.
6

7 Upon expiration of leave, the teacher shall be assigned to a position as similar as
8 possible to that held when the leave was granted.
9

10 A leave of absence granted to a probationary teacher shall not affect the continuity of
11 service required for tenure, nor shall it affect the tenure status of permanent teachers,
12 except as provided in Sections 44975 and 44908 of the Education Code.
13

14 Time spent on leaves of absence without pay shall not count toward salary step
15 advancement nor for fringe benefit accrual, except as herein provided, and may affect
16 any early retirement benefits that the employee is entitled to.
17

18 Other requests for necessary or voluntary leave for reasons not specified in these
19 regulations will be considered by the Board from the standpoint of value to the District,
20 urgency of the request, and the employment record of the person making the request.
21

22 Leave sought for personal convenience or pleasure of the teacher may be granted
23 without pay or denied.
24

25 D. Provisions Applicable to All Absences:

26 When an absence requires substitute service, teachers are to notify the District electronic
27 secretary as soon as possible, but no later than 7:00 a.m. on the day of absence. If no
28 substitute service is necessary, teachers who will be absent are to notify their immediate
29 supervisor no later than 7:45 a.m. on the day of the absence.
30

31 1. Health Leave

32 An application for leave of absence for reasons of personal health, in excess of time
33 for which sick leave benefits are due, should be supported by the written
34 recommendation of a licensed physician or health practitioner.
35
36

37 2. Military Leave

38 The Board of Education will grant leave of absence to permanent and probationary
39 teachers for the duration of active military service as defined in the California
40 Education Code subject only to presentation of satisfactory evidence of physical and
41 mental fitness to serve the District on return from military service. Such absence
42 shall not affect in any way the classification of the teacher. In the case of a
43 probationary teacher, the period of such absence shall not count as a part of the
44 service required as a condition precedent to the classifying of such teacher as a
45 permanent teacher of the District, but such absence shall not be construed as a break
46 in the continuity of the service of such teacher for any purpose.
47
48

49 Certificated personnel who are members of the active military reserve program are
50 encouraged to take such military training during their vacation from school
51 assignment. Military leave for reserve training during the school year may be
52 approved upon written request of the commanding officer to the Assistant
53 Superintendent, Certificated Human Resources, indicating the necessity for such
54 training at the specified time, knowing that the welfare of students is involved.
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1 Within six (6) months after the teacher honorably leaves such service or has been
2 placed on inactive duty he/she shall be entitled to return to the position held by
3 him/her at the time of his/her entrance into such military service at the salary to which
4 he/she would have been entitled had he/she not absented himself/herself from the
5 service of the school district.
6

7 The time spend in military service may count toward retirement under the California
8 State Teachers Retirement System. The Board of Education will make District
9 payments to the retirement system of those who make their contribution to the
10 system either during or immediately following the period of military service if
11 permitted by law.
12

13 Armed Service Medical Examination ~ A teacher may be paid for not more than two
14 (2) days for absence caused by written notice ordering him/her to report a given time
15 and place for physical examination. A teacher requesting an armed service physical
16 examination leave shall file with the Superintendent a written statement of cause
17 indicating location, date, and time of the examination and the issuing authority.
18

19 Military Leave of Absence With Pay ~ The Board of Education authorizes the
20 payment of compensation to all teachers for the first 30 calendar days of military
21 service providing they have served the District for at least one year. Military service
22 may not be counted as District service, if leave is other than temporary.
23 Compensation shall be one-tenth of the annual salary established for the position.
24

25 Extension of Military Leave of Absence ~ The Board of Education may grant leaves
26 of absence without pay to teachers returning from military leave of absence for the
27 following purposes:
28

- 29 a. Continuance of university work
- 30
- 31 b. Resumption of assignment at the beginning of a school year.
- 32

33 3. Maternity Leave and Child Care Leave

- 34
- 35 a. Maternity leave shall be defined as a leave granted because of disability due to
36 pregnancy. Illness leave may be used by a teacher when she is unable to work
37 because of pregnancy, miscarriage, childbirth, and recovery there-from.
38
- 39 b. A leave of absence shall be granted to a teacher without pay for the purpose of
40 raising his/her natural or adopted child, for one year. Upon written request, an
41 extension of one additional year shall be granted.
42

43 Application Procedure

- 44
- 45 a. The beginning date of the leave shall be determined by the teacher and her
46 physician. The Certificated Human Resources Office shall be notified at least
47 three (3) weeks in advance of the beginning date of the leave which date shall be
48 the beginning of the leave barring unforeseen circumstances.
49
- 50 b. If the teacher's ability to perform normal duties becomes a concern to the District,
51 the District shall request the teacher and her physician to initiate a leave of
52 absence.
53
- 54 c. Available sick leave may be used by the teacher during the time she is unable to
55 work.
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- 1 d. If the teacher desires to remain on maternity leave for child care purposes after
2 she is able to return to work, the Board of Education may approve such leave
3 without pay for the remainder of the year when maternity occurred and an
4 additional year without pay if requested.
5

6 Return from Leave
7

- 8 a. A request to return from leave must be submitted to the Certificated Human
9 Resources Office.
10
11 b. A physician's statement recommending that the teacher is able to return to
12 service without restrictions shall be submitted with the request to return from
13 leave.
14
15 c. If there is no vacancy due to a request by the teacher to return earlier from leave
16 than the previously declared date of return, the teacher shall be given preferential
17 status for a position when available, as well as day-to-day preferential status as a
18 substitute teacher.
19

20 4. Sick Leave
21

22 Accumulation of Sick Leave ~ Full-time teachers are allowed ten (10) days of sick
23 leave annually. There is no limit to the number of sick leave days that may be
24 accumulated. If a teacher is employed late, or resigns early, sick leave will be
25 prorated. Since sick leave is credited to the teacher's account in advance of accrual,
26 a teacher must reimburse the District for any over-use of sick leave if he/she serves
27 fewer months of employment than the number of days of sick leave he/she has used.
28

29 Use of Sick Leave ~ A teacher that is absent because of illness or injury, after his/her
30 paid sick leave allowance has been exhausted, shall be paid differential pay for a
31 maximum of five (5) school months, no less than the difference between his/her
32 regular salary and the per diem salary of a regular substitute who would be employed
33 to fill his/her position during his/her absence. If at the end of this five (5) school
34 month period in any contractual year the teacher is unable to return to work, he/she
35 shall be placed on leave of absence without pay.
36

37 An illness or accident, which necessitated the use of the five (5) month differential
38 pay benefit, need not be the same illness or accident which caused the exhaustion of
39 the employee's regular paid sick leave.
40

41 The five (5) month differential pay shall be renewed on an annual basis, in
42 accordance with Education Code 44977.
43

44 No additional sick leave with pay beyond that specified in this section shall be
45 granted without specific authorization of the Board of Education.
46

47 When a teacher of the District has taken sick leave for mental health purposes, upon
48 his/her return and before assuming his/her job responsibilities, he/she shall submit to
49 the Certificated Human Resources Office a written release from the State hospital
50 where he/she was treated or, if treatment was not given at a State institution, shall
51 submit himself/herself to a psychiatric examination conducted by a District selected
52 psychiatrist. The District shall pay for all fees in connection with such an
53 examination.
54

55 The Board of Education or designee, upon probable causes, reserves the right to
56 require a teacher to furnish proper proof of cause of absence when called upon to do
57
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1 so for absences of five (5) days or less. An affidavit of absence, signed by the
2 teacher's physician, is required for absences of six (6) days or more. Such
3 notification should be submitted to the building principal upon return to duty. He/she
4 in turn will forward the information to the Certificated Human Resources Office.
5

6 5. Donated Sick Leave

- 7
- 8 a. Certificated employees may donate sick leave to another member of the
9 certificated employee bargaining unit who qualifies for leave due to an
10 unforeseen event affecting the health condition of the employee, the employee's
11 spouse, child, parent (including parent-in-law), and registered domestic partner,
12 and the employee has exhausted all fully paid leaves of absence.
13
- 14 b. Certificated employees who choose to donate sick leave may donate from his/her
15 accrued sick leave. One certificated employee shall donate no more than ten
16 (10) days maximum sick leave to any other one certificated employee.
17
- 18 c. For this situation, sick leave donations shall be made in terms of days and shall
19 be utilized in terms of days.
20
- 21 d. Certificated administrators may donate sick leave days to other certificated
22 employees. However, certificated employee bargaining unit members may not
23 donate days to certificated administrators.
24
- 25 e. Certificated employees who would like to donate sick days to a specific employee
26 must complete a Sick Leave Donation Form and return said form to the
27 Certificated Human Resources Office.
28
- 29 f. Donations will be transferred to the recipient as needed in the order they are
30 received by the Certificated Human Resources Office. Donated sick leave not
31 used by the recipient shall be returned to the individual donor(s) by the end of the
32 fiscal year in question.
33
- 34 g. The recipient of donated sick leave shall be required to exhaust sick leave as it is
35 credited during the absence due to the unforeseen event.
36
- 37 h. Donated sick leave used by the recipient shall be used before differential pay is
38 enacted.
39
- 40 i. Nothing in this section shall be interpreted to entitle an employee to a leave of
41 absence, with or without pay. Entitlement to leave shall be regulated by other
42 applicable provisions of this Agreement.
43

44 6. Industrial Accident or Illness Leave

- 45
- 46 a. Industrial accident or illness leave is granted to a teacher who has an accident or
47 illness arising out of and in the course of his/her employment with the District. All
48 teachers, in any one fiscal year for the same accident or illness, shall be entitled
49 to a maximum of sixty (60) days of industrial accident or illness leave during
50 which schools of the District are required to be in session or when the teacher
51 would otherwise have been performing work for the District. Such industrial
52 accident or illness leave shall commence on the first day of absence and shall be
53 reduced by one day for each day authorized absence regardless of a temporary
54 disability indemnity award.
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- b. Allowable leave shall not be accumulated form year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the teacher shall be entitled to only that amount of unused leave due him/her for the same illness or injury.
- c. During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the teacher appropriate salary warrants for payment of teacher's salary and shall deduct normal retirement and other authorized contributions.
- d. Any teacher receiving benefits from industrial accident or illness shall, during periods of injury or illness, remain with the State of California, unless the Governing Board authorized travel outside the State.
- e. Upon termination of industrial accident or illness leave, the teacher is entitled to the benefits of illness leave. His/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- f. Industrial accident or illness leave for each occurrence shall cease when temporary disability benefits under worker's compensation laws of the State of California are discontinued for the applicable industrial accident or illness.

7. Bereavement Leave

A teacher absent from work due to the death of any member of the teacher's immediate family, as defined in Article IV, Section G, shall be allowed full pay for three (3) days of bereavement leave except when travel beyond a three hundred (300) mile radius or out of state is necessary, in which case the leave shall be extended to five (5) days with full pay.

8. Quarantine Leave

Any teacher may be paid full salary for a period not to exceed ten (10) school days during any school year when the reason for absence is caused by unavoidable quarantine, or when the absence is at the discretion of the authorities of the School District because the teacher has been in contact with a contagious disease. A teacher requesting pay because of quarantine shall file in the Certificated Human Resources Office an exclusion and readmission card issued by the County Health Office.

Specifically it is not the intent of this policy to cover the teacher who is quarantined because of his/her own personal illness. That matter is taken care of by sick leave. For example, a teacher away from work because he/she contracted measles is presumed to be on sick leave until such time as he physician or health officer releases him/her to return to work, regardless of whether or not part of such time is required by law and not by being confined to bed.

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9. Epidemic Leave

Every regular teacher shall be entitled full pay during the time schools may be closed because of an epidemic, unless the total number of days taught during the year is less than 175.

10. Family and Medical Leave

Only full-time contract teachers employed at least one (1) school year shall be entitled to this leave.

A teacher shall be entitled up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

- a. the teacher's newborn child or a child placed with the teacher for adoption or foster care
- b. the teacher's spouse, child, or parent (including parent-in-law) with a serious health condition
- c. a teacher's serious health condition

The District shall grant this leave for up to twelve (12) weeks for each twelve (12) calendar months (extending from September 1 through August 31).

When such leave is foreseeable, a teacher shall be give the school district thirty (30) days advance written notice. When leave is not foreseeable, a teacher shall give written notice to the District within one (1) working day of learning of the need for leave.

The District shall continue all group health coverage plans for a teacher on such leave at the same level of benefits and under the same conditions that existed while the teacher was working. If the school district changes a health plan during a teacher's leave, the change applies to the teacher as if the teacher is still on the job.

The District may require a teacher to report his/her status and intention to return to work.

After a leave, the school district shall reinstate the teacher into the same position held before the leave. If a teacher gives an unequivocal notice of intent not to return to work, the school district's obligation to provide health benefits and to reinstate the teacher ceases. However, this obligation continues up to twelve (12) weeks maximum if the teacher indicates he or she may be unable to return to work but expresses a continuing desire to do so.

Upon the teacher's return to work, the school district shall reinstate all benefits at the same level provided when the leave began without any form of re-qualification. Any changes in benefits not based on service during the leave period shall be effective upon the teacher's return to work.

The District, in providing this leave benefit, shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California Law.

The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases wherein there us a conflict in language between the two.

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11. Jury Duty Subpoena

The Downey Unified School District Board of Education agrees to promptly provide any certificated employee, upon receipt of a jury duty summons, a written statement for submission to the appropriate jury commissioner, certifying the school district does not pay its certificated employees for serving jury duty, thus causing financial hardship for any certificated employee if required to serve. The Board of Education further agrees not to provide any jury commissioner with specific information about any certificated employee's scheduled vacation time or holiday recesses from their work on the job with the school district.

"The District shall pay per diem salary for any teacher's initial day of legally required jury duty in any county where the court refuses to honor the District's letter. A substitute will be provided for that one day only. The District shall not pay for any subsequent days of required jury service."

12. Personal Necessity Leave:

A regular full time teacher may elect to use his/her annual accumulative illness or injury leave, not to exceed ten (10) days per school year for the following purposes:

- a. Death or illness of member of his/her immediate family as defined in Article IV, Section G
- b. An accident involving the teacher's person or property, or the person or property of member of a teacher's immediate family as defined in Article IV, Section G
- c. An appearance of the teacher in court as a litigant or witness under official order. The teacher is expected to return to work in cases where he/she is not required to be absent the entire day
- d. Birth of adoption of a teacher's child
- e. Imminent danger to the home of the teacher
- f. Religious holidays
- g. Activities required by virtue of holding a public elected office
- h. The Board of Education shall allow teachers who are parents, guardians or grandparents having custody of one (1) or more children in K-12, inclusive, to take off up to forty (40) hours of each school year, not to exceed eight (8) hours in any one calendar month of the school year, to participate in school activities of any such child. Teacher(s) should utilize personal necessity or personal business leave for such school visits. The teacher may also utilize time off without pay to conduct such school visits. The teacher shall provide the school district with twenty-four (24) hours advance notice prior to making such a school visit during normal work hours.

NOTE: This new provision simply implements the current federal guidelines on this subject.

- i. In case of personal necessity where the teacher cannot reasonably be expected to disregard the situation, or where the necessity cannot be transacted outside of the teacher's assigned working hours, except that such leave may not be used for:
 - routine personal business.
 - vacation, recreation, or social activities.

- employee organized activities.
- political activities or demonstrations.
- work stoppage and other concerted activities

A teacher using personal necessity leave shall submit the absence verification form certifying that the teacher is using personal necessity leave for a purpose provided in this Article. A teacher shall give his/her immediate supervision advance notice of personal necessity leave whenever reasonably possible.

In situations where absence is due to subpoena or an official order, the teacher must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction. For such leaves the teacher shall be granted leave of absence with pay up to the amount of the difference between the teacher's regular earnings and any amount he/she received for jury or witness fees.

Extension of Personal Necessity Leave may be granted to the member at the discretion of the Superintendent's designee. Any grievance arising under this Article will be subject to administrative review by appeal of the Association to the Superintendent.

13. Personal Business Leave:

Teachers shall be eligible to use up to three (3) days of unrestricted personal business leave per each school year, to be deducted from any available sick leave days accrued. Teacher shall be required to give the District twenty-four (24) hours advance notice to use such personal business leave.

14. Professional Opportunity Leave:

A regular full time teacher may request a professional opportunity leave for a period not to exceed ten (10) days at the end of the school year, under the following conditions:

- a. It must be apparent that a true professional growth opportunity exists for the teacher and the District, and that the leave is necessary in order to take advantage of it.
- b. The immediate supervisor must endorse the written request if he/she concurs with the request. If the immediate supervisor does not give endorsement of the written request, the case may be presented to the Assistant Superintendent, Educational Services, for additional review.
- c. An adequate substitute must be available.
- d. The proposed growth-in-service activity must be directly related to the area of assignment of the teacher.
- e. The teacher must have prepared grade summaries up to the date of the leave, and lesson activity outlines for the balance of the semester shall have been prepared.
- f. Final examinations shall be prepared for the use of the substitute.
- g. Non-teaching personnel receiving leave shall properly conclude their year's work to the satisfaction of the immediate supervisor before leaving.

1 For the number of days of approved leave, the teacher shall receive the difference in
2 his/her pay and that of the substitute or, in the event no substitute is required, the
3 difference shall be the same as if a substitute were required.
4

5 **ARTICLE XVIII ~ SAFETY**
6

7 **Safety Conditions ~ Plant:**
8

- 9 A. If a teacher perceives unsafe conditions at his/her work facility, he/she shall report in writing
10 said unsafe conditions to the immediate supervisor. The District shall institute such
11 emergency safety precautions as deemed necessary.
12
13 B. Within the scope of its manpower and financial resources, the District shall make every
14 reasonable effort to conform to the minimum standards established by the Division of
15 Industrial Safety. The District shall provide each school site with a printed copy of the
16 required 1973 California Occupational Health and Safety Bulletin which is to be displayed in a
17 bulletin board in workrooms or lounge areas frequented by teachers.
18

19 **Safety Conditions ~ Teachers:**
20

- 21 A. A teacher may use reasonable force to protect himself/herself from attack, to protect another
22 person or property, to quell a disturbance threatening physical injury to others or to obtain
23 possession of weapons or other dangerous objects.
24
25 B. The District shall give legal support or other assistance as described in this Article for any
26 assault upon the teacher while acting in the discharge of his/her duties.
27
28 1. When absence arises out of or from such assault or injury, the teacher shall utilize
29 industrial injury leave in accordance with provisions of law.
30
31 2. Benefits derived under this, or subsequent agreements, shall continue in accordance with
32 leave provisions incorporated within this Agreement.
33
34 C. Teachers shall immediately report a threat of assault or cases of assault suffered by them in
35 connection with their employment to their principal or other immediate supervisor. The
36 principal or immediate supervisor and the assaulted teacher shall individually file a report
37 with the local police department.
38
39 1. Such notification shall be immediately forwarded to the Superintendent
40
41 2. The District shall notify the teacher of its readiness to assist the teacher as follows:
42
43 a. By obtaining from police and from the principal relevant information concerning the
44 culprit(s) where permitted by law.
45
46 b. By providing the teacher with representation in court appearances, if requested, and
47 by acting in appropriate ways as liaison between teacher, immediate supervisor,
48 police and the courts.
49
50 D. The Board of Education shall cause teachers to be promptly notified in writing any time a law
51 enforcement agency releases information to the school District's administration or any
52 school site's administrator relating to the taking of a juvenile enrolled in teacher's respective
53 class, or conviction of crimes against school property, personnel or students.
54
55 E. The Board of Education will reimburse teachers, in an amount not to exceed a total of \$250
56 in any school year, for loss or damage or destruction while on duty in the school, of personal
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1 property of a kind normally worn or brought into school when the teacher has not been
2 negligent, to the extent that such loss is not covered by insurance. The term "personal
3 property" shall not include cash. The term "loss", "damage", and "destruction" shall not
4 cover the effects of normal wear and tear and use.
5

- 6 1. Reimbursement shall be made to any person for the loss, destruction, or damage by
7 arson, burglary, or vandalism of personal property used in the schools of the District.
8 Reimbursement shall be made only when approval is obtained on a District provided
9 form for the use of the personal property in the schools before the property was brought
10 to school, and when the value of the property was agreed upon between the person or
11 persons bringing the property and the school administrator.
12
- 13 2. No reimbursement shall be made for mysterious disappearance, accidental damage, or
14 any other loss suffered because of lack of supervision by the owner.
15
- 16 3. The maximum reimbursement shall not exceed \$125 for each separate item. Before a
17 claim is authorized for payment, it shall be reviewed in the Business Office of the
18 District.
19

20 F. A teacher shall be eligible for benefits provided in the District's Workers' Compensation
21 Insurance Program. The Board shall make readily available to all teachers in case of an
22 accident the provisions provided under worker's Compensation Insurance, and assist the
23 District personnel in its use in order to preserve regular sick leave benefits.
24

25 G. A teacher may suspend, for good cause, any student from his/her class for the day of the
26 suspension and the day following. Causes for suspension shall include any of the following
27 acts or conditions while under the schools authority:
28

- 29 1. Caused, attempted to cause, or threatened to cause physical injury to another person; or
30
- 31 2. Willfully used force or violence upon the person or another, except in self-defense; or
32
- 33 3. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous
34 object unless the student had written approval by the principal or the designee of the
35 principal to deliver any such object to the custody of a certificated school employee; or
36
- 37 4. Unlawfully possessed, used, sold or otherwise furnished as defined in AR 2490 or been
38 under the influence of a controlled substance listed in Chapter 2 of Division 10 of the
39 Health & Safety Code, an alcoholic beverage, or intoxicant; or
40
- 41 5. Unlawfully offered or arranged or negotiated to sell any controlled substance listed in
42 Chapter 2 of the Health & Safety Code, an alcoholic beverage, or intoxicant of any kind;
43 and then sold, delivered, or otherwise furnished a fake substance; or
44
- 45 6. Committed or attempted to commit robbery or extortion; or
46
- 47 7. Caused or attempted to cause damage to school property or private property; or
48
- 49 8. Stole or attempted to steal school property or private property; or
50
- 51 9. Possessed or used tobacco or products containing tobacco or nicotine, including, but not
52 limited to, cigarettes, cigars smokeless tobacco, except student's own prescription; or
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- 54 10. Committed an obscene act or engaged in habitual profanity or vulgarity; or
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11. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia as defined in Section 11014.5 of the Health and Safety Code; or
12. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties; or
13. Knowingly received stolen school property or private property; or
14. Possessed an imitation firearm. "Imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to lead a reasonable person to conclude that the replica is a firearm; or
15. Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288a, or 289 or the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code; or
16. Intimidated a pupil who is a witness in a school disciplinary proceeding to either prevent or retaliate against that pupil from being a witness; or
17. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma; or
18. Engaged in, or attempted to engage in, hazing. "Hazing" does not include athletic events or school sanctioned events; or
19. Engaged in an act of bullying, which is a severe or pervasive, physical or verbal act, including electronic act, and including one or more acts as defined in Section 48900.2, 48900.3, or 48900.4 directed toward a pupil, that has or can be reasonably predicted to have the effect of placing a reasonable pupil in fear of harm to their property or of physical or emotional harm or causing the pupil to experience substantial interference with academic performance or substantial interference with his or her ability to participate in services, activities, or privileges provided by a school; or
20. Aided or abetted, as defined in Penal Code 31, the affliction or attempted infliction of physical injury to another person, may be subject to suspension, but not expulsion, except when victim suffered serious bodily injury per juvenile court adjudication.

H. In each instance of teacher suspension, the following procedures shall be observed:

1. The teacher shall notify the principal immediately of the circumstances and send the student directly to the principal
2. The teacher shall contact the parent/guardian as soon as possible and request a parent-teacher conference. Whenever practicable, a school counselor or a school psychologist shall attend the conference
3. An administrator shall participate in the conference if so requested by either party
4. The student shall not be returned to class during the period of suspension without the concurrence of the teacher and the principal
5. The student shall not be placed in another regular class during the period of suspension. This applies only to regular classes scheduled at the same time as the class form which the student was suspended.

1 6. The teacher of any class from which a student was suspended may require the
2 suspended student to complete any assignment and tests missed during the
3 suspension.
4

5 7. Written procedures for handling disciplinary matters shall be provided to each teacher
6

7 The principal or responsible administrator shall maintain a written file of all actions taken in
8 suspension proceedings and send the teacher(s) involved a copy.
9

10 **ARTICLE XIX ~ PROCEDURES FOR REPORTING SUSPECTED CHILD ABUSE**
11

- 12 A. No later than the end of the first full week of each school year, the District shall make
13 available to each teacher a copy of experts of all California Penal Code. The District shall
14 provide annual in-service training for all teachers in the areas of reporting suspected child
15 abuse cases and in recognizing indicators of child abuse in accordance with the Child Abuse
16 and Neglect Reporting Act.
17
- 18 B. The District shall respect and maintain the confidentiality of all information on child abuse
19 which a teacher reports to the appropriate authorities, to the extent consistent with the law.
20
- 21 C. The District shall assist teachers who have properly reported suspected child abuse in the
22 course and scope of their employment in avoiding harassment or liability arising out of the
23 reporting of suspected incidences of child abuses required by law.
24

25 **ARTICLE XX ~ ADULT SCHOOL TEACHERS**
26

27 Adult school teachers shall be covered by all Articles of this Agreement with the exception of
28 Article IX, Hours, Article XII, Class Size, and Article XVII, Transfers.
29

30 A. Assignments:
31

- 32 1. Adult Education assignments are based upon enrollment and attendance of voluntary
33 students. As attendance increases or decreases, so must staff assignments. When
34 hiring for Adult Education, notice will be given to the department and first consideration
35 will be given to increasing assignments of currently employed Adult Education
36 bargaining unit members before other Applicants are considered. If requested, the
37 teacher will be given the reasons why his/her hours were not increased. When there is
38 a reduction in Adult School Classes, first consideration will be given to maintaining
39 hourly Adult School teachers' hours over K-12 teachers teaching extra hours in the Adult
40 School.
41
- 42 2. The District may reduce the service of Probationary Adult School teachers for any of the
43 following reasons:
44
- 45 a. Average daily attendance decline
 - 46
 - 47 b. A particular service or class being reduced or discounted
 - 48
 - 49 c. Conclusion of specific funding
 - 50
 - 51 d. Unsatisfactory performance affecting the instructional program, including special
52 curriculum needs, as evidenced by written evaluation reports
53
- 54 3. No permanent Adult School teacher may be terminated or reduced while any
55 probationary Adult School teacher or any teacher with less seniority is retained to render
56 a service which said permanent Adult School teacher is certificated and competent to
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1 render. The Board shall make assignments and reassignments in such a manner that
2 permanent Adult School teachers shall be retained to render any service which their
3 seniority and qualifications entitle them to render.
4

5 A. Permanency:
6

- 7 1. Thirty-four and three quarters (34.75) hours a week is considered a full time assignment
8 at the Adult School. Twenty-one (21) hours or more per week must be worked in order
9 to receive permanency.
10
- 11 2. To attain permanency, an Adult School teacher must teach a minimum of 75% of the
12 regular school year for two (2) consecutive years.
13
- 14 3. Permanency shall be based on service as is equivalent to the average number of hours
15 per week which Adult School teachers have served during their probationary years. It is
16 not the intent of the District to reduce the hours of second (2nd) year probationary Adult
17 School teachers for the sole purpose of disallowing attainment of permanent status.
18 Adult School teachers who have attained permanency at a level below thirty-four and
19 three quarter (34.75) hours and who subsequently are increased in hours shall have
20 their tenure level increased pursuant to the average of the two years.
21
- 22 4. Adult School teachers with permanency in the day school, who become eligible for
23 permanency in adult education, must at the time of being eligible elect as to whether
24 permanency is with the day school or Adult School.
25

26 B. Hourly Adult School teachers shall be paid in accordance with the established hourly rates
27 set forth in Appendix A.
28

29 C. Adult School teachers will be eligible for the following leaves:
30

- 31 1. Sick leave – Sick leave is accumulated and is based upon the hourly assignment. Each
32 instructor accumulates one hour of sick leave for each 17.5 hours of teaching. Pay for
33 any day of such absence shall be the same as the pay which would have been received
34 had the teacher served during the day. If such teacher does not take the full amount of
35 leave allowed in any school year, the amount not taken shall be accumulated from the
36 year to year without limit. Adult School teachers shall be able to utilize accumulated sick
37 leave hours at any time they have an adult school assignment.
38
- 39 2. Bereavement – See Article XVII, Leaves
40
- 41 3. Jury and Subpoena – See Article XVII, Leaves
42
- 43 4. Industrial Accident or Illness – See Article XVII, Leaves
44
- 45 5. Maternity – See Article XVII, Leaves
46

47 D. Adult School teachers teaching twenty-one (21) hours or more per week shall be entitled to
48 the same health and welfare benefits as accorded to regular, full-time contract teachers of
49 the District in Article XXIII, Fringe Benefits.
50

51 E. Holidays:
52

- 53 1. Adult School teachers assigned fifteen (15) hours or more per week are eligible for
54 recognized legal holidays, and such local District holidays as are set forth in Appendix B.
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- 2. If an Adult School teacher is scheduled to work on both Friday and Saturday and a legal holiday falls on Saturday and by law the District has Friday as the holiday, the Adult School teacher will receive holiday pay for both Friday and Saturday. An individual who works only on a Saturday, but is not scheduled to work on Friday, would only receive holiday pay for the Friday if the Saturday is a legal holiday.
- 3. If a holiday falls on an assigned day, pay is the same as if the Adult School teacher had worked. If the holiday falls on a day the Adult School teacher is not normally scheduled to work, then no holiday pay shall be provided.

G. Initial Placement:

- 1. Adult School teachers shall be given up to three (3) years credit for initial placement on the Adult School Teacher's Salary Schedule (Appendix A).
- 2. The previous experience must be in the area of Adult School teaching in an accredited Adult School program.

ARTICLE XXI ~ HOURLY CTE TEACHERS

- A. Hourly CTE teachers shall be paid in accordance with the established hourly rates set forth in Appendix A.
- B. Hourly CTE teachers shall be eligible for the following leaves:
 - 1. Sick Leave:

Sick leave is accumulated and is based upon the hourly assignment. Each hourly CTE teacher accumulates one hour of sick leave for each 17.5 hours of teaching. Pay for any day of such absence shall be the same as the pay which would have been received had the teacher served during the day. If such teacher does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year without limit. Hourly CTE teachers shall be able to utilize accumulated sick leave hours at any time they have a CTE hourly assignment.
- C. Hourly CTE teachers teaching thirty (30) hours or more per week shall be entitled to the same health and welfare benefits as accorded to regular, full-time contract teachers of the District in Article XXII, Fringe Benefits.

ARTICLE XXII ~ SUMMER SCHOOL TEACHERS

- A. Each summer school teacher employed by the Downey Unified School District shall be paid on an hourly rate per each hour or proportional hour worked. The rate of pay shall be as enumerated in Appendix A. An adult school teacher, teaching a summer school class paid out of adult school funds, may receive a higher hourly rate of pay than a middle or high school summer school teacher.
- B. Selection and appointment of District summer school personnel shall be the responsibility of the site administrator.
- C. Regularly employed members of the certificated employee bargaining unit shall be given preference over teachers from outside the District of summer school placement. A current satisfactory evaluation of regular teacher performance is required for summer school teaching.
- D. Selection and Appointment – members of the certificated employee bargaining unit employed on a 200 day contract or less shall be considered as qualified applicants for a

1 summer school assignment. Summer school teaching assignments shall be limited to two
2 consecutive summer school sessions so long as other qualified teachers have applied to
3 teach summer school. If a teacher accepts a summer school assignment and then declines
4 after June 1, the initial acceptance will count as though the teacher completed the summer
5 assignment. Bargaining unit members will have first priority for summer school
6 assignments.

7
8 E. The elementary teacher work day for summer school will be no less than four (4) hours. The
9 middle school and high school teacher workday for summer school will be less than four and
10 one-half (4.5) hours. Each summer school teacher shall be paid the summer school daily
11 rates as enumerated in Appendix A of this Agreement, for each summer school workday
12 worked.

13
14 F. The following criteria shall be the primary basis for making specific teaching assignments:

- 15 1. Recent teaching experience in a particular subject or grade level
- 16 2. Credential(s)
- 17 3. Major
- 18 4. Minor
- 19 5. Specific program competencies and training

20
21 If the above listed primary criteria are equal between two or more candidates being
22 considered for the same summer school job, the site administrator may then consider the
23 use of other secondary criteria that are objective in nature in making the final selection for
24 the particular teaching position in question.

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31 **ARTICLE XXIII ~ FRINGE BENEFITS**

32
33 A. The District shall fund the health and welfare benefits as described in this Article and shall
34 not require the unit member to exceed 10% maximum contribution for all plans which
35 include medical, vision and dental.

36
37 B. The specific benefit of DUSD PPO Health Plan (currently administered by Blue Shield), the
38 Kaiser Permanente Health Plan, the DUSD Dental Plan (currently administered by Cigna),
39 and Safeguard/MetLife Dental Plan and the VSP Vision Plan accessible on the District's
40 website, or in hard copy upon request, shall be maintained without change, except by
41 mutual consent of the District and the Association. Should an approved fringe benefit
42 provider make a unilateral change to current plan benefits or terms without consent of the
43 District and Association, the District and Association will negotiate in good faith to adopt an
44 alternative replacement plan.

45
46 C. Any changes to the DUSD Health and Welfare plans shall be negotiated in good faith.

47
48 D. Teachers may change from one health insurance carrier to another at the beginning of the
49 school year in a manner prescribed by the carriers and shall have his/her District
50 contribution amount adjusted accordingly.

51
52 E. The District contribution for regular contract teachers serving less than a full time capacity
53 shall be prorated as follows:

- 54 1. Six (6) hours per day or more = 100%
 - 55 2. Less than six (6) hours, but more than four (4) hours = 75%
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- 3. Four (4) hours = 50%
- 4. Less than four (4) hours = 0%

- F. Hourly personnel are not eligible for voluntary fringe benefit coverage except as provided in Article XXI, Adult School Teachers.
- G. Teachers shall provide the District once every four (4) years with certification in the form of a TB screening, an x-ray or tuberculosis skin examination that they are free of tuberculosis. The District shall inform teachers in writing where free services are provided in obtaining this certification. The District shall notify each teacher at the beginning of the school year in which the teacher's certification is to expire of the requirement that he/she must obtain his/her tuberculous clearance by the end of that school year.
- H. Prior to requiring physical or psychiatric examination of teachers, the District shall notify the teacher of his/her rights to representation at any meeting in which said possible examination requirements are going to be discussed. The District shall adjourn any meeting at the request of the teacher in order that he/she may obtain such representation and schedule a subsequent meeting at which such representation is present. Any examinations so required by the District shall be paid for by the District.
- I. Teachers who work a complete school year shall have fringe benefits under the District's fringe benefit program effective through the last day of September. Teachers who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms by the 10th of the month shall have the fringe benefits commence at the beginning of the next pay period. Teachers who are employed subsequent to the first day of the school year and who sign the appropriate forms after the 10th of the month shall have fringe benefits commence at the beginning of the second pay period following the signing of the forms.
- J. Teachers who terminate their employment prior to the close of the school year shall be under the District's fringe benefit programs through the last day of the month in which the termination occurs.
- K. Teachers shall continue to be covered under the District's fringe benefit program through the last day of September during the year in which this contract terminates.
- L. If a teacher should die during the calendar year, the District shall provide health and accident benefits to enrolled dependents for the month in which the death occurs, and for three additional months thereafter.
- M. Teachers may enroll new eligible dependents within 30 days of the occurring event (i.e., birth, marriage, registered partnership, adoption) for all health, vision and dental benefits.
 - For the purpose of the employee's benefit plan(s), eligible dependents include: spouse, State Registered Domestic Partner, child(ren) of, adopted by, or in legal guardianship of the employee, spouse, or Domestic Partner.
- N. During each school year the District's Health Insurance Broker will meet with duly appointed Representatives of the Association as needed. The District shall provide quarterly detailed printed information regarding all District sponsored health and dental plans, including their claims experience, a record of premiums paid and claims expended, and such other information.

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O. Early Retirement Benefit Plan:

The following provisions shall determine the conditions of eligibility and payment of Early Retirement Benefits to full-time certificated employees.

1. The employee must have reached his/her 55th birthday prior to July 1 of the year he/she elects to retire.
2. The employee must have submitted to the Certificated Human Resources Office his/her letter of intent to retire 90 days before his/her effective retirement date.
3. The employee must have rendered ten (10) years of credited service in paid status to the District with at least five (5) years of continuous service occurring immediately before retirement; FMLA (Article XXVII, Leaves #10) will not be considered as a break in paid status under this section.
4. Verification must be established that the employee filed his/her application for regular retirement benefits, not a disability allowance, with the State Teacher's Retirement System or has submitted an annual notarized affidavit stating that he/she has not or will not engage in gainful employment as a regular employee under the jurisdiction of the above retirement system.

P. Spouse:

1. The eligible spouse of the employee shall be afforded health benefits commensurate with the retiree's eligibility period provided he/she is enrolled or will be properly enrolled during the designated open enrollment period.
2. Notice AB 205, Domestic Partner Insurance Eligibility, extend the rights and duties of marriage to persons as domestic partners in the state of California on and after January 1, 2005, in compliance with current statute.

Q. Term of Coverage:

1. The coverage of the health insurance plan shall be for a period not to exceed 10 years for employees between the ages of 55 and 65.
2. In the event of the retiree's death, the surviving spouse may continue health benefit coverage for a period commensurate with the eligibility period remaining to the retiree prior to death, subject to company rulings, and providing the spouse assumes the cost of the premiums of said coverage by paying in advance on a quarterly basis as directed by the Business Services.
3. Failure of the surviving spouse to meet payment dates will automatically cancel the spouse's coverage in the health plan without reinstatement privileges.
4. The remarriage of the surviving spouse automatically cancels coverage under this plan.

R. Health Plan Premium:

1. The District will pay the premium cost for health benefit coverage for both retiree and the eligible spouse at the annual approved premium rate, but not to exceed the total dollar amount allotted to full-time employees in service with the District.

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2. In the event the premium cost for the retiree and eligible spouse exceeds the total amount allotted employees in service with the District, an option will be given to the retiree to make supplementary payments to the District in order to maintain coverage for his/her spouse; otherwise, the District's contribution shall be limited to the premium of the retiree's health coverage.

S. Disqualification:

Any retiree or spouse whose employment or eligibility status violates the provisions specified in these administrative regulations shall be automatically disqualified from receiving further benefits under the prescribed Early Retirement Benefit Plan.

ARTICLE XXIV ~ SALARY PROVISIONS

A. The teacher salary schedule, salary rates and stipends are set forth in Appendix A in the Master Agreement reflect salary increases effective August 1.

B. Step and column earned advancements provided for the Teacher's Basic Salary Schedule shall be honored by the District upon the teacher's completion of eligibility requirements as specified in provisions cited under Appendix A.

C. The assignment of a teacher to salary schedule scale shall be in accordance with the provisions of Appendix A placed on the District website.

1. Members of the certificated employee bargaining unit shall be paid eleventhly on the following specific days during the fiscal year:

<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>
Monday, August 31, 2015	Wednesday, August 31, 2016	Thursday, August 31, 2017
Wednesday, September 30, 2015	Friday, September 30, 2016	Friday, September 29, 2017
Friday, October 30, 2015	Monday, October 31, 2016	Tuesday, October 31, 2017
Monday, November 30, 2015	Wednesday, November 30, 2016	Thursday, November 30, 2017
Thursday, December 31, 2015	Friday, December 30, 2016	Friday, December 29, 2017
Friday, January 29, 2016	Tuesday, January 31, 2017	Wednesday, January 31, 2018
Monday, February 29, 2016	Tuesday, February 28, 2017	Wednesday, February 28, 2018
Thursday, March 31, 2016	Friday, March 31, 2017	Friday, March 30, 2018
Friday, April 29, 2016	Friday, April 28, 2017	Monday, April 30, 2018
Tuesday, May 31, 2016	Wednesday, May 31, 2017	Thursday, May 31, 2018
Thursday, June 30, 2016	Friday, June 30, 2017	Friday, June 29, 2018

D. Salary remuneration for any and all services in addition to a respective teacher's regular assignment, with the exception of substitute coverage reimbursement as enumerated in Article XI, Section O, shall be made within thirty (30) calendar days following the time the service(s) is/are completed.

E. Teachers shall be reimbursed according to the IRS approved mileage fees when using their personal automobiles for school related transportation required/requested and authorized in advance of such use by an appropriate site or District office administrator.

F. All stipends for extra duty shall be paid within the thirty (30) calendar days of completion of said extra-duty assignment by special pay warrant, separate from each teachers' regular eleventhly salary warrant. Each extra-duty warrant shall clearly enumerate the specific nature of the extra-duty assignment(s) being covered by each respective warrant.

G. The DUSD Board of Education shall not pay any athletic/coaching extra-duty stipend amount to any member of the certificated employee bargaining unit that has not been first negotiated and included in Appendix A of this Agreement.

1 H. The District shall provide a process under which each certificated employee can cause
2 his/her monthly pay warrant to be directly deposited to the respective teacher's personal
3 checking account in the bank of his/her choice.
4

5 **ARTICLE XXV ~ SAVINGS**
6

7 In the event that any provision of this Agreement is or shall at any time be contrary to the law as
8 determined by a court of competent jurisdiction, all other provisions of this Agreement shall
9 continue in effect.
10

11 **ARTICLE XXVI ~ SUPPORT**
12

13 The Association and the District agree to lend full support to the implementation of the provisions
14 of this Agreement.
15

16 **ARTICLE XXVII ~ NO-STRIKE CLAUSE**
17

18 The Association agrees that there shall be no strike, work stoppages, slowdowns, or other
19 concerted refusals by teachers to perform work during the term of this Agreement. The
20 Association shall make all reasonable efforts to induce teachers to conform to the provisions of
21 this article. In the event that the provisions of this article are violated by the Association, the
22 District shall have the right to withdraw any rights or privileges provided for in the Agreement.
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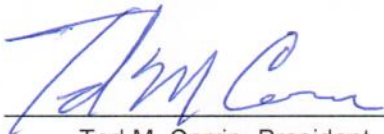
24 **ARTICLE XXVIII ~ ZIPPER CLAUSE**
25

26 The Association and the Board of Education retain the rights to consult with each other regarding
27 subjects defined in Article 4, Section 3643 (d) of the Public Education Employment Relations Act.
28

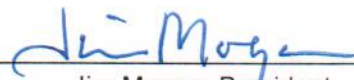
29 During the term of this Agreement the parties reserve the right to reopen negotiations on any part
30 of this Agreement, by mutual agreement.
31

32 **ARTICLE XXIX ~ SIGNATURES**
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34 The signatures which follow indicate that the Agreement has been ratified by the Board of
35 Education and the Association.
36

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40 Tod M. Corrin, President
41 Board of Education
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43 
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46 Jim Mogan, President
47 DEA/CTA/NEA
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June 12, 2015

CERTIFICATED HUMAN RESOURCES

APPENDIX A

AR 4141
 BASIC TEACHER'S SALARY SCHEDULE 2015-16
Effective August 1, 2015

Per new CalSTRS regulations, you may also refer to the new version of the salary schedules on our District website @ www.dusd.net – Employee Resources, Salary Schedules (Certificated Employees).

STEPS	BA	BA + 30 or MA Or Prel. Cred. Or Cred.	BA + 45 Or MA + 15	BA + 60 Or MA + 30	BA + 75 Or MA + 30
	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
	1	\$ 55,025	\$ 59,110	\$ 63,197	\$ 67,273
2	\$ 57,066	\$ 61,147	\$ 65,230	\$ 69,307	\$ 73,386
3	\$ 59,101	\$ 63,179	\$ 67,259	\$ 71,348	\$ 75,426
4	\$ 61,130	\$ 65,218	\$ 69,298	\$ 73,378	\$ 77,461
5	\$ 63,171	\$ 67,253	\$ 71,328	\$ 75,418	\$ 79,500
6	\$ 65,205	\$ 69,291	\$ 73,371	\$ 77,450	\$ 81,533
7		\$ 71,323	\$ 75,408	\$ 79,480	\$ 83,568
8		\$ 73,357	\$ 77,438	\$ 81,517	\$ 85,605
9			\$ 79,472	\$ 83,562	\$ 87,639
10			\$ 82,438	\$ 86,523	\$ 90,596
15			\$ 88,757	\$ 92,845	\$ 96,919
21			\$ 92,839	\$ 96,907	\$ 102,451
26			\$ 95,546	\$ 100,784	\$ 107,424
30				\$ 104,954	\$ 112,637

MASTER'S or DOCTORATE: Columns C, D, E, or F
 \$417 for earned Master's degree
 \$828 for earned Doctorate degree

The number of years teaching in the Downey Unified School District plus any years teaching experience credited by the district determines step placement.

Maximum rating in: the number of years of teaching experience and by the number of upper division graduate level units completed after the date of the Bachelor's degree.

CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries

1. Counselors:

Responsibility factor added to basic salary:

1 st	Year -	\$2740
2 nd	Year -	\$2817
3 rd	Year -	\$2905
4 th	Year -	\$2990
5 th	Year -	\$3086

1a. Counselor Hourly Rate: \$51.58

2. Adult School / CTE Hourly Rate:

Step 1 -	\$43.68 per hour
Step 2 -	\$44.64 per hour
Step 3 -	\$45.65 per hour
Step 4 -	\$46.52 per hour
Step 5 -	\$47.44 per hour

3. Other Hourly:

ALL EXTRA-DUTY SHALL BE PAID AT THE RATE OF \$34.97 PER HOUR.

Qualified unit members who request to be appointed to work in the Driver Training Program shall be appointed prior to the District seeking non unit members to perform these duties. Notices of vacancies in the Driver Training Program shall be posted in each school as these vacancies become known.

4. Extra Period Assignment:

18 percent of Basic salary rate (Refer to Article IX – T. # 1).

5. Department Head:

Any teacher appointed or elected, whichever is consistent with past practice at the school site, as a Department Head shall be paid a base amount plus an additional amount per each period supervised, including his/her own assignment.

Base Amount	\$307.00
Additional Amount	\$ 23.36

SALARY SCHEDULE/RATE PROVISIONS - continuedOther Certificated Salaries - continued

6. Summer School Hourly Rate:

Elementary	\$ 39.77
Middle & High School	\$ 39.77

Qualified unit members who request to be appointed to the following extra duty assignments shall be appointed prior to the District seeking non unit members to perform these duties. Notices of vacancies in these extra duty assignment positions shall be posted in each school as these vacancies become known.

7. Technology Teacher Leaders:

Elementary	\$2398
Middle & High School	\$2398

8. PLC/Grade Level Lead Teacher:

Elementary	\$1536
------------	--------

TK/K – 5 schools (1 per grade level ~ 6 total)
 TK/K – 3 schools (1 per grade level ~ 4 total)
 4 – 5 school (3 per grade level ~ 6 total)

9. PLC Lead Core Teacher:

Middle & High School	\$1536
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English / Math / Social Science / Science (4 per core subject ~ 16 total)

10. AVID Site Coordinator:

Middle School	\$2669
High School	\$4003

SALARY SCHEDULE/RATE PROVISIONS - continuedOther Certificated Salaries – continued11. HIGH SCHOOL:

Yearbook	\$3814
Band	\$4500
Choral	\$2964
Cheer/Drill Team	\$3314
Drama	\$2976
Newspaper	\$3353
Pep Squad	\$3314
Assistant Pep Squad	\$2559
Competitive Dance Team	\$2000
Student Activity Director	\$7365
Link Crew	\$2300

12. CONTINUATION HIGH SCHOOL:

Yearbook/Newspaper	\$3314
--------------------	--------

13. MIDDLE SCHOOL:

Yearbook	\$1486
Drama	\$1486
Band	\$1486
Marching Band	\$1600
Student Council Advisor	\$1396
W.E.B.	\$1300

14. ELEMENTARY SCHOOL:

One stipend per year shall be paid to one teacher at each elementary school as follows:

Student Council Advisor	\$1280
Carnival of Champions Coach	\$1298
Spelling Bee Coach	\$ 417
Math Field Day Coach	\$ 417

15. HIGH SCHOOL – ATHLETICS:

Athletic Director	\$7365
-------------------	--------

Other Certificated Salaries - continued

Baseball/Softball

Head	\$4418
Assistant Varsity	\$2651
JV	\$3093
Frosh/Soph	\$2651

Basketball

Head	\$4520
Assistant Varsity	\$2712
JV	\$3163
Frosh	\$2712

Cross Country*

Head	\$3137
Assistant Varsity	\$1882

Football*

Head	\$5236
Assistant Varsity	\$3142
JV	\$3817
Frosh	\$3142

Golf

Head	\$3095
------	--------

Lacrosse

Head	\$3801
------	--------

Soccer

Head	\$4086
JV	\$2860
Frosh	\$2413

Swimming

Head	\$3095
JV	\$2180

SALARY SCHEDULE/RATE PROVISIONS - continued

AR 4141

Other Certificated Salaries – continued

Tennis

Head	\$3347
JV	\$2458

Track

Head	\$4154
Assistant	\$2493
Frosh	\$2636

Volleyball

Varsity	\$3729
JV	\$2610
Frosh	\$2237

Water Polo*

Head	\$3236
JV	\$2265

Wrestling

Head	\$3988
JV	\$2810
Frosh	\$2380

* Includes pre-school coaching pay

16. MIDDLE SCHOOL:

Athletic Director	\$5350
Baseball/Softball	\$1353
Basketball A & B	\$1353
Cheer Advisor	\$1353
Football	\$1353
Soccer	\$1353
Track	\$1353
Volleyball	\$1353
Wrestling	\$1353
Intramural Sports	\$ 328

Other Certificated Salaries – continued

POST SEASON PLAY:

- A. Coaches assigned to team sports that qualify for post season competition will receive 0.8 units additional for each week in the playoffs.
- B. Coaches with individual sports will receive 0.5 units additional for each week in the playoffs.

The DUSD Board of Education shall not pay any athletic/coaching extra duty stipend amount to any member of the certificated employee bargaining unit that has not first been negotiated and included in Appendix A of this Agreement.

Additional Coaching Stipend Positions:

- A. Should the California Interscholastic Federation (CIF) include new and/or different sports from what is currently recognized by CIF for interscholastic competition and the District agrees to offer such sports programs to the students at one or both high schools, then such positions as necessary and required to coach such sports shall be added. The District and Association shall mutually agree to the stipends for such positions based on comparable stipends /duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement.
- B. In addition, should any existing sport offering be expanded to include new levels of competition that requires a distinct and separate team from those that are currently in existence, then, the District and the Association shall permit the positions necessary and required to support such teams. The District and the Association shall mutually agree to the stipends for such positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement. This provision shall not be used to create additional positions for currently established teams and/or programs.

(i.e. – If a sport that only had a varsity level of competition was expanded to include JV or Freshmen/Sophomore competitive interscholastic teams, then additional coaching support stipends would be permissible.)

ELEMENTARY SCHOOL:

K – 5 Certificated Bargaining Unit members shall receive an hourly stipend when serving as Administrative Designee during an Individualized Education Plan meeting held during their prep, during lunch and at the end of a non-modified instructional day.

Administrative Designee \$54.61 per hour

Other Certificated Salaries – continued

VOLUNTARY TEACHER SUPERVISION OF STUDENTS:

Supervision Rate \$30.84 per hour

STAFF DEVELOPMENT DAYS:

Attendance at all Staff Development Days shall be strictly voluntary. Teachers shall be paid at the standard daily stipend per each Staff Development Day provided by the State of California, per teacher, per Staff Development Day, less statutory benefits including Workers Compensation, SUI and Medicare, if applicable.

SPECIAL PROVISIONS:

An annual stipend of \$2,881 in addition to an extra ten (10) days per year shall be added to the Head Nurse position in order to accommodate the increase in duties and adjust the salary appropriately based on the per diem rate of pay of that individual.

Speech-Language Pathologists (SLPs) entering the system who have prior public or private school experience, or experience in a hospital setting, that was provided under a valid credential, shall be granted credit for this experience on a year-for-year basis for initial placement on the salary schedule. An annual extra duty stipend of \$2943 will be provided to each SLP, payable at the rate of \$1471.50 each semester.

APPENDIX B

**2015 ~ 2016 SCHOOL CALENDAR
DOWNEY UNIFIED SCHOOL DISTRICT**

TO FOLLOW

APPENDIX B

**2016 ~ 2017 SCHOOL CALENDAR
DOWNEY UNIFIED SCHOOL DISTRICT**

TO FOLLOW

APPENDIX B

**2017 ~ 2018 SCHOOL CALENDAR
DOWNEY UNIFIED SCHOOL DISTRICT**

TO FOLLOW

APPENDIX C

**WAIVER OF RIGHT TO SUE UNDER THE CIVIL RIGHTS ACTS,
42 U.S.D. 1981, et seq. OR 42 U.S.C. 2000(e), et seq.**

_____, hereinafter referred to as the

Grievant, has filed Grievance _____ which in whole or in part alleges discrimination against the Grievant because of the Grievant's race, color, religion, sex, age, physical handicap, medical condition, marital status, or national origin. The Grievant understands that he/she has a right to file a charge alleging discrimination in employment with the Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing, and a right to file suit in the United States District Court or California State Court, pursuant to the Civil Rights Act, 42 E.S.C. 1981, et seq. or 42 U.S.C. 2000(e), et seq. or the California Fair Employment and Housing Act, California Government Code 12980 et seq.

The Grievant understands that neither the Association nor the board of Education is contractually required to arbitrate the grievance.

In consideration of DEA/CTA/NEA and the DUSD Board of Education agreeing to arbitrate the grievance and thereby being bound by the arbitrator's award, the Grievant hereby agrees and makes an election of remedies to pursue the grievance through the arbitration provisions of the collective bargaining agreement and expressly waives his/her right to file suit in the United States District Court, pursuant to either of the Civil Rights Act, 42 U.S.C. 1981, et seq. or 42 U.S.C. 2000(e), et seq. or in California State Court pursuant to the Fair Employment and Housing Act. The Grievant hereby agrees that the arbitrator's award shall be final and binding upon him/her.

It is a condition of the consideration hereof and it is the intention of the Grievant in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action; and in furtherance of this intention Grievant hereby expressly waives any and all rights and benefits conferred upon said Grievant by the provisions of either of the Civil Rights Act, 42 U.S.C. 1981, et seq. or 42 U.S.C. 2000(e), et seq. or the Fair Employment and Housing Act.

The Grievant, DEA/CTA/NEA, and the DUSD Board of Education expressly agree that this instrument shall not be introduced in evidence or referred to in any manner at the arbitration.

The Grievant acknowledges that the Board of Education and Association have advised him/her to consult with an attorney of his/her own choice or other persons before executing this waiver and admits that this waiver is made voluntarily.

DATED:	GRIEVANT
DATED:	DEA/CTA/NEA
DATED:	DOWNEY UNIFIED SCHOOL DISTRICT

Subscribed and sworn to before me this _____ Day of _____, 201

Notary Public in and for the State of California

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX D

**CERTIFICATED EVALUATION FORMS
(Pages 63 – 80)**

Included in this section are the following evaluation forms:

- Teacher Evaluation (64 – 65)
- Section II Evaluation (66 – 67)
- Teacher Specialist Evaluation (68 – 70)
- Counselor Evaluation (71 – 72)
- Certificated Librarian Evaluation (73 – 75)
- SLP/APE/RSP/TVI Evaluation (76 – 78)
- Temporary/Probationary SLP Evaluation (79 – 80)

**DOWNEY UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION**

Evaluatee: _____	Permanent: <input type="checkbox"/>	Probationary 1: <input type="checkbox"/>	Probationary 2: <input type="checkbox"/>	Temporary: <input type="checkbox"/>
Location: _____		Assignment: _____		
Period covered by this evaluation: _____		Through: _____		
Dates/Length of Observations:	1) _____	2) _____	3) _____	
Dates of Conference Related to Observations:	1) _____	2) _____	3) _____	

Explanation of Rating Symbols

M	Meets expectations of the Downey Unified School District.
N	Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.
U	Performance is not of the quality acceptable in the Downey Unified School District.
<i>For permanent employees, one rating of unsatisfactory in Standards 1 – 5 will require participation in Peer Assistance and Review.</i>	

STANDARD ONE: Engaging and Supporting All Students in Learning

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

Comments:

STANDARD TWO: Creating and Maintaining Effective Environments for Student Learning

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

Comments:

STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning

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

Comments:

STANDARD FOUR: Planning Instruction and Designing Learning Experiences for all Students

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

Comments:

DOWNEY UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION – Page 2

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

STANDARD SIX: Developing as a Professional Educator
<p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>
Comments:

<p>Evaluator's Summary Comments:</p>

<p>Evaluatee's Comments:</p>

This evaluation has been discussed with the evaluatee. Signing this form does not necessarily mean agreement with all ratings. Evaluatee may make comments above or attach a statement.

<p>Signatures indicate that the California Standards for the Teaching Profession were discussed and reviewed in a personal conference.</p>	<p>Signatures indicate that both parties have read this evaluation.</p>
<p>Evaluatee: _____ Date: _____</p>	<p>Evaluatee: _____ Date: _____</p>
<p>Evaluator: _____ Date: _____</p>	<p>Evaluator: _____ Date: _____</p>
<p>(Signatures)</p>	<p>(Signatures)</p>
<p>Evaluator: _____ Date: _____</p>	<p>Evaluator: _____ Date: _____</p>
<p>(print)</p>	<p>(print)</p>
<p>Approved by: _____ Date: _____</p>	<p>Approved by: _____ Date: _____</p>

DOWNEY UNIFIED SCHOOL DISTRICT

PROBATIONARY/TEMPORARY TEACHERS EVALUATION REPORT

SECTION II

Date _____

EVALUATEE SCHOOL OR LOCATION _____ EVALUATOR ASSIGNMENT _____

PROBATIONARY STATUS: _____ 2nd Year _____ 1st Year _____ P-0/Temporary

INSTRUCTIONS: Assess the overall competence and effectiveness of the evaluatee with a standard you would expect from all employees.

NA = Not applicable; 1 = Unsatisfactory; 2 = Needs Improvement; 3 = Effective; 4 = Very Effective; 5 = Outstanding*
*Each factor with a (1) or (2) assessment must be explained in writing.

I ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1. Prepares and motivates students for the lesson.
2. Students are actively involved in learning activities.

II CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 1. General attitude toward students is positive and enthusiastic.
2. Students interact with the teacher in a responsive, attentive manner.
3. Students interact among themselves with controlled behavior, responsibility and self-discipline.
1. Bulletin boards are current, organized, and meaningful to students.
2. Majority of class time is utilized for academic learning time/time on task.
3. Teacher's spelling is correct and handwriting is legible.
7. Classroom is neat, attractive, healthful, and orderly.

III UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 1. Reinforces the learning stated in the objectives with appropriate practice.
2. Is knowledgeable and competent in subject taught.
3. Objectives and learning activities reflect the course of study.

IV PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 1. Directly relates instruction to established objectives.
2. Sets objectives which are clear, identifiable, and at an appropriate instruction level.
3. Checks to make sure students understand what is being taught and adjusts if necessary.
4. Prepares effective daily lesson plans.

V ASSESSING STUDENT LEARNING

- 1. Provides for continuous evaluation of student progress/achievement in relation to established standards.
2. Determines the level of student knowledge and skill.
3. Is systematic, prompt, and accurate in meeting responsibilities in recordkeeping.
4. Utilizes preparation time for lesson planning, evaluation of students, and conferencing.

VI DEVELOPING AS A PROFESSIONAL EDUCATOR

- | | | |
|----|---------------------------------------------------------------------------------------------|-------|
| 1. | Is available to students and parents outside the instructional day. | _____ |
| 2. | Reacts to community relationships in a manner conducive to the best interest of the school. | _____ |
| 3. | Attends and participates in school and district meetings. | _____ |
| 4. | Shares responsibility for extra-curricular activities. | _____ |
| 5. | Assists in selection of books, equipment, and other instructional materials as requested. | _____ |

COMMENTS: _____

RECOMMENDATIONS: _____

EVALUATOR'S RECOMMENDATION

(Circle One)

I do / do not recommend retention for the next school year.

Evaluator's Signature _____ Evaluatee's Signature _____

Date _____ This signature does not necessarily denote agreement with all factors of the evaluation.

Approved By _____

Evaluatee's Comments: This space may be used for any comments the evaluatee wishes in the record. Those desiring to make a longer statement should sign in the space provided above and note in this space that they will be attaching a more detailed response.

**DOWNEY UNIFIED SCHOOL DISTRICT
TEACHER SPECIALIST EVALUATION**

Evaluatee _____ Permanent _____ Probationary _____ Temporary _____

Location _____ Assignment _____

Period covered by this Evaluation _____ through _____

Dates of Conferences (1) _____ (2) _____ (3) _____

Explanation of Rating Symbols

M MEETS EXPECTATIONS:
Meets expectations of the Downey Unified School District.

N NEEDS TO IMPROVE
Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.

U UNSATISFACTORY
Performance is not of the quality acceptable in the Downey Unified School District.

For permanent employees, one unsatisfactory in Areas 1-4 will require participation in Peer Assistance and Review.

AREA ONE: Organization, Administration and Planning

Key Elements for Area One:

- 1-1 Sees that authority and responsibility are clearly understood
- 1-2 Effectively delegates authority
- 1-3 Is prompt in meeting deadlines
- 1-4 Effective decision maker
- 1-5 Recognizes situations needing improvement and takes appropriate action to change them
- 1-6 Effective time manager
- 1-7 Develops an effective method of establishing goals and objectives for staff

Comment:

AREA TWO: Instructional Leadership

Key Elements for Area Two:

- 2-1 Develops and maintains effective instructional program in keeping with District standards
- 2-2 Provides for continuous program evaluation
- 2-3 Develops a positive working climate
- 2-4 Demonstrates knowledge of current trends in area of specialty

Comment:

AREA THREE: Community Relationships

Key Elements for Area Three:

- 3-1 Supports local community activities
- 3-2 Works effectively with parents
- 3-3 Handles parent relationships tactfully and with understanding
- 3-4 Enlists the support of the community and parents

Comment:

<input type="checkbox"/>	<p><u>AREA FOUR: Communication</u> Key Elements for Area Four: 4-1 Effectively interprets school program to community, staff and parents 4-2 Encourages staff, community and parent input 4-3 Keeps staff informed of current changes 4-4 Expresses self clearly in writing and orally 4-5 Completes routine and comprehensive reports 4-6 Communicates effectively with teachers, administrators and District staff Comment:</p>
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<input type="checkbox"/>	<p><u>AREA FIVE: Professional Growth</u> Key Elements for Area Five: 5-1 Maintains contact with current research and practice in educational fields 5-2 Has planned program of professional growth activities 5-3 Is receptive to new developments in education Comment:</p>
--------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><u>Evaluator's Summary Comments</u></p>

<p><u>Evaluatee's Comments</u></p>

This evaluation has been discussed with the evaluatee. Signing this form does not necessarily mean agreement with all ratings. Evaluatee may make comments above or attach a statement.

Signatures indicate that the areas of evaluation listed above were discussed and reviewed in a personal conference.	Signatures indicate that both parties have read this evaluation.
Evaluatee: _____ Date: _____	Evaluatee: _____ Date: _____
Evaluator: _____ (Signature)	Evaluator: _____ (Signature)
Evaluator: _____ (Print Name)	Evaluator: _____ (Print Name)
Approved by: _____ Date: _____	Approved by: _____ Date: _____

DOWNEY UNIFIED SCHOOL DISTRICT

TEACHER SPECIALIST EVALUATION
ADDITIONAL OBJECTIVES

PART TWO:

Objectives listed below by the evaluatee or the evaluator must be directly related to the duties and responsibilities of the support staff position and must be mutually established by the evaluatee and evaluator.

OBJECTIVES	EVALUATION

**DOWNEY UNIFIED SCHOOL DISTRICT
COUNSELOR EVALUATION**

Evaluatee _____ Permanent ___ Probationary ___ Temporary ___

Location _____ Assignment _____

Period covered by this Evaluation _____ through _____

Dates of Conferences (1) _____ (2) _____ (3) _____

Explanation of Rating Symbols

M MEETS EXPECTATIONS:

Meets expectations of the Downey Unified School District

N NEEDS TO IMPROVE

Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.

U UNSATISFACTORY

Performance is not of the quality acceptable in the Downey Unified School District

For permanent employees, one **unsatisfactory** in Standards 1-5 will require participation in Peer Assistance and Review.

AREA ONE: Organization and Planning

Key Elements for Area One:

- 1-1 Follows directions
- 1-2 Is prompt in meeting deadlines
- 1-3 Effective decision maker
- 1-4 Recognizes situations needing improvement and takes appropriate action to correct them
- 1-5 Effective time manager
- 1-6 Develops an effective method of establishing goals and objectives
- 1-7 Administers all required testing
- 1-8 Skillfully interprets test results for students and parents

Comment:

AREA TWO: Academic Development

Key Elements for Area Two:

- 2-1 Identifies needs and appropriately places students in the instructional program
- 2-2 Provides for continuous evaluation of student's academic progress
- 2-3 Encourages/assists student's maximum academic achievement
- 2-4 Effectively communicates promotion/graduation requirements to students/parents

Comment:

AREA THREE: Career Development

Key Elements for Area Three:

- 3-1 Encourages students to locate, evaluate, and interpret career information
- 3-2 Helps students to acquire employability skills such as working on a team, problem-solving and organizational skills
- 3-3 Aid students in identifying personal skills, interests, and abilities that will relate to their current career choices

Comment:

AREA FOUR: Personal/Social Development

Key Elements for Area Four:

- 4-1 Provides help/resources for at risk students
- 4-2 Identifies and refers special needs students
- 4-3 Assists students in development and interpersonal skills
- 4-4 Maintains professional confidentiality

Comment:

<input type="checkbox"/>	<p><u>AREA FIVE: Communication</u> Key Elements for Area Five: 5-1 Effectively interprets school programs 5-2 Identifies and refers special needs students 5-3 Assists students in development and interpersonal skills 5-4 Maintains professional confidentiality Comment:</p>
--------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<input type="checkbox"/>	<p><u>AREA SIX: Professional Growth</u> Key Elements for Area Six: 6-1 Plans program of professional growth 6-2 Implements new developments in guidance counseling 6-3 Attends professional conferences 6-4 Keeps current with research and practices in counseling field Comment:</p>
--------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><u>Evaluator's Summary Comments</u></p>
<p><u>Evaluatee's Comments</u></p>

This evaluation has been discussed with the evaluatee. Signing this form does not necessarily mean agreement with all ratings. Evaluatee may make comments above or attach a statement.

<p>Signatures indicate that the California Standards for the Teaching Profession were discussed and reviewed in a personal conference.</p>	<p>Signatures indicate that both parties have read this evaluation.</p>
<p>Evaluatee: _____ Date: _____</p>	<p>Evaluatee: _____ Date: _____</p>
<p>Evaluator: _____ (Signature)</p>	<p>Evaluator: _____ (Signature)</p>
<p>Evaluator: _____ (Print Name)</p>	<p>Evaluator: _____ (Print Name)</p>
<p>Approved by: _____ Date: _____</p>	<p>Approved by: _____ Date: _____</p>

**DOWNEY UNIFIED SCHOOL DISTRICT
CERTIFICATED LIBRARIAN EVALUATION**

Evaluatee _____ Permanent _____ Probationary _____ Temporary _____

Location _____ Assignment _____

Period covered by this Evaluation _____ through _____

Dates/Length of Observations (1) _____ (2) _____ (3) _____

Dates of Conferences Related to Observations (1) _____ (2) _____ (3) _____

Explanation of Rating Symbols

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>M MEETS EXPECTATIONS:
Meets expectations of the Downey Unified School District.</p> <p>N NEEDS TO IMPROVE
Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.</p> | <p>U UNSATISFACTORY
Performance is not of the quality acceptable in the Downey Unified School District.</p> <p>For permanent employees, one unsatisfactory in Areas 1-4 will require participation in Peer Assistance and Review.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AREA ONE: Learning and Teaching

Key Elements for Area One:

- 1-1 Provide instruction and assistance to help students achieve content standards
 - 1-2 Help students and staff gather, use, process, produce and evaluate information
 - 1-3 Seek out support for instructional program through partnerships with teachers, and administrators
 - 1-4 Promote learning for students of diverse abilities, learning styles, and information needs
 - 1-5 Help students select a variety of materials for collaborative or individual inquiry, and select books for pleasure reading
 - 1-6 Promote ethical use of all resources (copyright issues, citing sources, etc.)
- Comment:

AREA TWO: Information Access and Delivery

Key Elements for Area Two:

- 2-1 Select materials carefully and seek input from staff, students and parents
 - 2-2 Practice careful selection of materials, budgeting, ordering, processing and maintenance of collection (orderly shelving, repair, and weeding)
 - 2-3 Maintain building computers with assistance of site and district technology services
 - 2-4 Maintain accurate circulation records, overdues, and bills
 - 2-5 Ensure that the collection is regularly evaluated and updated to reflect the curriculum within budget constraints
- Comment:

AREA THREE: Program Administration

Key Elements for Area Three:

- 3-1 Provide optimum scheduling of library facility by classes, small groups and independent students
 - 3-2 Supervise and support students in the media center
 - 3-3 Know and follow district policies and school procedures governing the library media program in the school
 - 3-4 Participate in the school leadership team and/or department meetings, to provide input to decision making for the school
 - 3-5 Promote the school reading program
 - 3-6 Provide a variety of curriculum related materials
- Comment:

<input type="checkbox"/>	<p><u>AREA FOUR: Communication</u> Key Elements for Area Four:</p> <p>4-1 Collaborate with classroom teachers throughout the process of designing, implementing, and evaluating instruction 4-2 Works collaboratively with and understands the needs of many groups (e.g., teachers, students, administrators, and parents) 4-3 Identify and work with technology leaders in the school to plan for improved instructional uses of technology when applicable 4-4 Participate on district committees relating to libraries and technology and their role in student achievement, when applicable</p> <p>Comment: _____</p>
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<input type="checkbox"/>	<p><u>AREA FIVE: Professional Development</u> Key Elements for Area Five:</p> <p>5-1 Participate in professional associations at the regional level 5-2 Establish professional goals and pursue opportunities to grow professionally 5-3 Work with colleagues to improve professional practice.</p> <p>Comment: _____</p>
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<p><u>Evaluator's Summary Comments</u></p>
<p><u>Evaluatee's Comments</u></p>

This evaluation has been discussed with the evaluatee. Signing this form does not necessarily mean agreement with all ratings. Evaluatee may make comments above or attach a statement.

<p>Signatures indicate that the areas of evaluation listed above were discussed and reviewed in a personal conference.</p> <p>Evaluatee: _____ Date: _____</p> <p>Evaluator: _____ Date: _____</p> <p>Approved by: _____ Date: _____</p>	<p>Signatures indicate that both parties have read this evaluation.</p> <p>Evaluatee: _____ Date: _____</p> <p>Evaluator: _____ Date: _____</p> <p>Approved by: _____ Date: _____</p>
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DOWNEY UNIFIED SCHOOL DISTRICT

CERTIFICATED LIBRARIAN EVALUATION
ADDITIONAL OBJECTIVES

PART TWO:

Objectives listed below by the evaluatee or the evaluator must be directly related to the duties and responsibilities of the support staff position and must be mutually established by the evaluatee and evaluator.

OBJECTIVES	EVALUATION

**DOWNEY UNIFIED SCHOOL DISTRICT
SPEECH/LANGUAGE PATHOLOGIST, ADAPTED PHYSICAL EDUCATIONAL SPECIALIST,
RESOURCE SPECIALIST, TEACHER OF THE VISUALLY IMPAIRED
EVALUATION**

Evaluatee _____ Permanent _____ Probationary _____ Temporary _____

Location _____ Assignment _____

Period covered by this Evaluation _____ through _____

Dates/Length of Observations (1) _____ (2) _____ (3) _____

Dates of Conferences Related to Observations (1) _____ (2) _____ (3) _____

Explanation of Rating Symbols

M MEETS EXPECTATIONS:
Meets expectations of the Downey Unified School District.

U UNSATISFACTORY
Performance is not of the quality acceptable in the Downey Unified School District.

N NEEDS TO IMPROVE
Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.

For permanent employees, one unsatisfactory in Standards 1-5 will require participation in Peer Assistance and Review.

STANDARD ONE: Engaging and Supporting All Students in Learning

Key Elements for Standard One:

- 1-1 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1-2 Facilitating learning experiences that promote autonomy, interactions, and choice
- 1-3 Engaging students in problem-solving, critical thinking, and other activities that make subject matter meaningful
- 1-4 Promoting self-directed, reflective learning for all students

Comment:

STANDARD TWO: Creating and Maintaining Effective Environments for Student Learning

Key Elements for Standard Two:

- 2-1 Creating a physical environment that engages all students
- 2-2 Establishing a climate that promotes fairness and respect
- 2-3 Promoting social development and group responsibility
- 2-4 Establishing and maintaining standards for student behavior
- 2-5 Planning and implementing classroom procedures and routines that support student learning
- 2-6 Using instructional time effectively

Comment:

STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning

Key Elements for Standard Three:

- 3-1 Demonstrating knowledge of subject matter content and student development
- 3-2 Organizing curricula to support student IEP goals/objectives
- 3-3 Interrelating ideas and information as it relates to IEP goals/objectives
- 3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter
- 3-5 Using materials, resources and technologies to make subject matter accessible to students

Comment:

STANDARD FOUR: Planning Instruction and Designing Learning Experiences for all Students

Key Elements for Standard Four:

- 4-1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- 4-2 Establishing and articulating goals for student learning
- 4-3 Developing and sequencing instructional activities and materials for student learning
- 4-4 Designing short-term and long-term objectives and benchmarks to foster student learning
- 4-5 Modifying instruction to adjust for student needs

Comment:

<input type="checkbox"/>	<p><u>STANDARD FIVE: Assessing Student Learning</u> Key Elements for Standard Five: 5-1 Establishing and communicating goals for all students 5-2 Involving and guiding students in assessing their own learning 5-3 Using the results of assessment to guide instruction 5-4 Communicating with students, families, and other audiences about student progress Comment:</p>
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<input type="checkbox"/>	<p><u>STANDARD SIX: Development as a Professional Educator</u> Key Elements for Standard Six: 6-1 Reflecting on teaching practice and planning professional development 6-2 Establishing professional goals and pursuing opportunities to grow professionally 6-3 Working with communities to improve professional practice 6-4 Working with families to improve professional practice 6-5 Working with colleagues to improve professional practice Comment:</p>
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<input type="checkbox"/>	<p><u>PROFESSIONAL COMMUNICATION:</u> Key Elements for This Area: 7-1 Assists the faculty as a consultative resource, as needed 7-2 Encourages staff and parent input 7-3 Keeps the staff updated on issues within area of specialty 7-4 Completes routine and comprehensive assessment reports 7-5 Expresses self clearly in writing (reports) and orally (IEPS) 7-6 Communicates effectively with District and/or school staff Comment:</p>
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<input type="checkbox"/>	<p><u>Evaluator's Summary Comments</u></p>
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<input type="checkbox"/>	<p><u>Evaluatee's Comments</u></p>
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This evaluation has been discussed with the evaluatee. Signing this form does not necessarily mean agreement with all ratings. Evaluatee may make comments above or attach a statement.

<p>Signatures indicate that the areas of evaluation listed above were discussed and reviewed in a personal conference.</p> <p>Evaluatee: _____ Date: _____</p> <p>Evaluator: _____ Date: _____</p> <p style="text-align: center;">(Signature)</p> <p>Evaluator: _____</p> <p style="text-align: center;">(Print Name)</p> <p>Approved by: _____ Date: _____</p>	<p>Signatures indicate that both parties have read this evaluation.</p> <p>Evaluatee: _____ Date: _____</p> <p>Evaluator: _____ Date: _____</p> <p style="text-align: center;">(Signature)</p> <p>Evaluator: _____</p> <p style="text-align: center;">(Print Name)</p> <p>Approved by: _____ Date: _____</p>
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**DOWNEY UNIFIED SCHOOL DISTRICT
SPEECH/LANGUAGE PATHOLOGIST, ADAPTED PHYSICAL EDUCATIONAL SPECIALIST,
RESOURCE SPECIALIST, TEACHER OF THE VISUALLY IMPAIRED
EVALUATION**

ADDITIONAL OBJECTIVES

PART TWO:

Objectives listed below by the evaluatee or the evaluator must be directly related to the duties and responsibilities of the support staff position and must be mutually established by the evaluatee and evaluator.

OBJECTIVES	EVALUATION

DOWNEY UNIFIED SCHOOL DISTRICT

TEMPORARY/PROBATIONARY SPEECH/LANGUAGE PATHOLOGIST EVALUATION REPORT

SECTION II

DATE _____

EVALUATEE _____ EVALUATOR _____

SCHOOL OR LOCATION _____ ASSIGNMENT _____

PROBATIONARY STATUS: _____ 2nd year _____ 1st year 0 _____ Temporary

INSTRUCTIONS: Assess the overall competence and effectiveness of the evaluatee with a standard you would expect from all employees.

NA= Not applicable; 1= Unsatisfactory; 2= Needs Improvement; 3= Effective; 4= Very Effective; 5=Outstanding*

*Each factor with a (1) or (2) assessment must be explained in writing.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1. Prepares and motivates students for the lesson _____
- 2. Students are actively involved in learning activities _____

II. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 1. General attitude toward students is positive and enthusiastic _____
- 2. Students interact with the teacher in a responsive, attentive manner. _____
- 3. Students interact among themselves with controlled behavior, responsibility, and self discipline. _____
- 4. Bulletin boards are current, organized, and meaningful to students. _____
- 5. Majority of class time is utilized for academic learning time/time on task. _____
- 6. Teacher's spelling is correct and handwriting is legible. _____
- 7. Classroom is neat, attractive, healthful, and orderly. _____

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 1. Reinforces the learning stated in the objectives with appropriate practice. _____
- 2. Is knowledgeable and competent in subject taught. _____
- 3. Objectives and learning activities reflect the course of study. _____

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 1. Directly relates instruction to established objectives. _____
- 2. Sets objectives which are clear, identifiable, and at an appropriate instruction level. _____
- 3. Checks to make sure students understand what is being taught and adjusts if necessary. _____
- 4. Prepares effective daily lesson plans. _____

V. ASSESSING STUDENT LEARNING

- 1. Provides for the continuous evaluation of student progress/achievement in relation to established standards. _____
- 2. Determines the level of student knowledge and skill. _____
- 3. Is systematic, prompt, and accurate in meeting responsibilities in record keeping. _____
- 4. Utilizes preparation time for lesson planning, evaluation of students, and conferencing. _____

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

1. Is available to students and parents outside the instructional day.
2. Reacts to community relationships in a manner conducive to the best interest of the school.
3. Attends and participates in school and district meetings.
4. Shares responsibility for extra curricular activities.
5. Assists in selection of books, equipment and other instructional materials as requested.

COMMENTS:

RECOMMENDATIONS:

EVALUATOR'S RECOMMENDATION

I recommend retention for the next school year.

Evaluator's Signature _____ Evaluatee's Signature _____

Date _____ This signature does not necessarily denote agreement with all factors of the evaluation.

Approved By _____

Evaluatee's Comments: This space may be used for any comments the evaluatee wishes in the record. Those desiring to make a longer statement should sign in the space provided above and note in this space that they will be attaching a more detailed response.

Revised 9/2001

Distribution: Original- Personnel Office; Copy- Principal and Teacher
Speech/Language Pathologist

Revised 9/2001

Distribution: Original- Personnel Office; Copy- Principal and Teacher

DOWNEY UNIFIED SCHOOL DISTRICT / DOWNEY EDUCATION ASSOCIATION
CERTIFICATED PARTNERSHIP TEACHING AGREEMENT

This AGREEMENT, entered into by and between the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and the following named teachers

_____ and _____
at _____ School, hereinafter collectively referred to as
PETITIONERS for reduced services as follows:

I. ENCUMBRANCE

The total cost to the DISTRICT will not exceed the equivalent of one (1) full time teaching contract proportionately divided among the PETITIONERS as follows:

_____ % of one FTE Contract
_____ % of one FTE Contract

A copy of the proposed calendar and assignments are attached hereto and incorporated herein as EXHIBIT A.

II. TERMS OF CONTRACT

PETITIONERS having freely entered into this Agreement, it is understood that they have voluntarily accepted a reduced contract as indicated above and does not obligate the DISTRICT to provide a similar reduced contract in future years. However, the DISTRICT will consider the PETITIONERS for the future full time contracts.

PETITIONERS understand and agree that this Agreement is for the _____ school year. PETITIONERS further agree that in the event one of the PETITIONERS does not follow through with the contract agreement for the _____ school year, the other PETITIONER will assume the full-time teaching responsibility for the balance of the school year.

PETITIONERS understand and agree that when a share certificated partnership teaching agreement dissolves, the least senior teacher will be treated as he/she was returning from a leave of absence.

III. PROFESSIONAL RESPONSIBILITY

PETITIONERS, collectively and individually accept the total educational and professional responsibility for one (1) _____ class at _____ school

IV. PROGRAMS OF STUDY

Course of study assignments for planning have been agreed to as follows:

A copy of the proposed courses of study assignments for planning is attached hereto and incorporated herein as EXHIBIT A.

V. SUBSTITUTES

A substitute teacher will be requested by the PETITIONERS only when PETITIONERS cannot accept the responsibility of covering for each other in one or the other's absence.

VI. COMMUNICATION

The PETITIONERS believe that the key to the success of the Partnership Teaching Agreement is communication and agree to include, but not be limited to, the communication guidelines set forth below:

A. Teacher-Teacher

PETITIONERS will meet weekly for the purpose of long-range planning and evaluation plus weekly information meetings as necessary or as requested by the principal.
PETITIONERS will complete daily/weekly lesson plans.

B. Teacher-Staff

Each PETITIONER will attend, be responsible for and make all school meetings held on the day he/she is present. Both will attend meetings as required by the principal.

C. Teacher-Parent

PETITIONERS will be equally involved in parent conferences and written communications to parents.

VII. HEALTH AND WELFARE BENEFITS

The PETITIONERS understand and agree that Health and Welfare benefits will be prorated.
DOWNEY UNIFIED SCHOOL DISTRICT/DOWNEY EDUCATION ASSOCIATION

**CERTIFICATED
PARTNERSHIP TEACHING AGREEMENT**

Execution of this contract is hereby requested.

PETITIONERS:

Name (Please Print)	Signature	Date
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Name (Please Print)	Signature	Date
---------------------	-----------	------

School: _____

Principal's Signature	Date:
-----------------------	-------

**ACKNOWLEDGMENT AND APPROVAL OF
PARTNERSHIP TEACHING AGREEMENT**

DISTRICT REPRESENTATIVE:

Name (Please Print)	Signature	Date
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DEA REPRESENTATIVE:

Name (Please Print)	Signature	Date
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APPENDIX F

SITE BASED DECISION-MAKING AND WAIVER REQUESTS

The Association and the District in an effort to provide individual sites the ability to facilitate specific programmatic and educational reform initiatives agree to the following provisions that allow an individual site to request a waiver of existing provisions contained within the Master Agreement.

1. The facility of any school site may request a waiver of specific sections and/or Articles of the Collective Bargaining Agreement by submitting the request jointly to the DEA Board of Directors and the Downey Unified School district. The request for waiver must be submitted on the required forms provided by the Association. Approval of such waiver(s) is not automatic, but subject to the approval of both the DEA Board of Directors and the Board of Education.
2. The waiver shall be filed by the DEA Faculty Representative(s) with the DEA after proper consultation with certificated bargaining unit members at the school site. The waiver must receive signed support by at least 75 percent of the certificated bargaining unit members employed at the site and such signature sheet shall be attached to the waiver request.
3. Waivers shall be granted for the current school year only. A new waiver request must be submitted each school year in order to remain in compliance with the Collective Bargaining Agreement.
4. The official form to request a waiver shall be included with the Collective Bargaining Agreement.
5. Site based decision making and waiver request. "Once a waiver has been approved for three consecutive years by the staff of any school site, then that waiver shall establish said practice as the binding operational practice for that school site. Once such a practice has been established and successfully passed for three consecutive years, then a seventy-five percent vote of the certificated bargaining unit members employed at that site shall be required to return from such practice to the original mandates of the Master Collective Bargaining Agreement. The 2002-03 school year shall be considered year one of the purpose of establishing the required three consecutive years of waiver approval to implement this change."

POLICY STATEMENT OF THE DEA BOARD OF DIRECTORS
REGARDING THE APPLICATION FOR A MASTER AGREEMENT WAIVER

From time to time, a given school's certificated teachers/counselors may wish to jointly, as a group, consider making application to both the DEA Board of Directors and the DUSD Board of Education for one or more appropriate waivers of existing provisions of the current Master Agreement in effect between the two parties. Such waivers shall only be considered by the DEA Board of Directors if the proposal is needed to effect educational reform to the school's instructional educational program as directly related to students.

Such application shall be made to both policy bodies at the same time. The school making such application should consult the regular meeting dates of both policy groups and make such application in relationship to the scheduled meeting dates. Applications will be considered at the pleasure of each policy group during regularly scheduled meetings. No extra meetings will be scheduled to specifically consider applications for waivers.

Approval of such waiver request is not automatic, but subject to approval of both the DUSD Board of Education and the DEA Board of Directors before implementation is possible. If either policy group fails to approve the proposed waiver request the request is then subsequently denied.

Waiver applications must be submitted to the DEA Board of Directors, in writing, on an application form provided by the Association upon request. The waiver application must be specific in nature, written in such a manner as to clearly demonstrate exactly what provision of the Master Agreement are being proposed for waiver, and shall be for a term of no more than one year at a time. The waiver application shall clearly describe what practices are proposed to take the place of the Master Agreement provisions. The waiver application shall be filed with the DEA Board of Directors by the site's elected DEA Faculty Representative(s) after proper consultation with certificated employee bargaining unit members assigned to the school. A waiver request must be filed no less than three (3) teacher workdays prior to its submission to any regular scheduled meeting of the DEA Board of Directors.

The waiver application, submitted to the DEA Board of Directors, must have an attached letter signed by no less than 75 percent of the total certificated employee bargaining unit members assigned to the applying school certifying their support for the waiver application being requested. If less than 75 percent of the total bargaining unit members assigned to the applying school sign said letter the application for waiver will automatically be denied.

The DEA Executive Director is the authorized representative of the DEA Board of Directors regarding the waiver process. Any school faculty seeking such a waiver should coordinate such an application through the Executive Director for submission to the DEA Board of Directors. The DEA Executive Director is authorized to attend any meetings required to help process such a waiver application or seek advice concerning such an application.

The Superintendent/Designee on behalf of the Board of Education and/or the DEA President on behalf of the DEA Board of Directors have the exclusive right to rescind a prior approved waiver if doing so would be in the best interest of the educational program.

DOWNEY EDUCATION ASSOCIATION/CTA/NEA

MASTER AGREEMENT PROVISION WAIVER APPLICATION FORM

A minimum of 75 percent (75%) of the certificated employees assigned to work at _____ School hereby make application to the DEA Board of Directors for waiver of one or more specific provisions of the current Master Agreement currently in effect between the Association and the DUSD Board of Education.

I. Specifically identify the exact provision of the current Master Agreement that are being proposed for waiver in this application:

II. Specifically what practices are proposed to be in effect, in place of the provisions of the Master Agreement?

III. Has the necessary letter certifying support of no less than 75 percent of the certificated employees assigned to the school been submitted with this waiver application?

Circle one answer: YES NO

IV. Has the school faculty submitted a concurrent application for the requested waiver to the DUSD Board of Education?

Circle one answer: YES NO

V. Which regularly scheduled meeting of the DEA Board of Directors does the school making the application for a waiver wish to submit the matter to for proper consideration? (Any waiver application to be considered by the DEA Board of Directors must be submitted to the DEA Executive Director at least three (3) teacher workdays prior to any regular scheduled meeting of the DEA Board of Directors.)

WAIVER REQUEST SUBMITTED BY: _____

DATE OF WAIVER REQUEST: _____

DEA FACULTY REPRESENTATIVE: _____

NAME OF SCHOOL SUBMITTING WAIVER REQUEST: _____

DATE WAIVER REQUEST WAS DELIVERED TO
DEA EXECUTIVE DIRECTOR FOR PROCESSING: _____

APPENDIX G

Memorandum of Understanding dated 6/16/10 states that The Associated and the District have agreed to the following:

- To suspend the Peer Assistance and Review Contract Language until state funding has been restored at which time the original contract language shall be reinstated in full.
- If a teacher is evaluated and as a result identified as a PAR III teacher; services shall be provided by a currently identified PAR Consultant.

Article I: Peer Assistance and Review Programs

Definition of Terms/Conditions

- A. **Peer Assistance:** Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Peer Assistance Teacher in collaboration with the Participating Teacher and the supervising administrator. These activities shall be designed to strengthen the Participating Teacher's skill and expertise in the following areas:
- 1) Subject-Matter Content
 - 2) Instructional skills and techniques
 - 3) Adherence to content standards and curricular objectives
 - 4) Classroom management
 - 5) Lessons design and presentation
 - 6) Assessment of student progress toward established standards
 - 7) Appropriate learning environment

In addition, the areas for collaboration shall reflect the following five (5) standards from the "**California Standards for the Teaching Profession**":

- 1) Engaging and Supporting All Students in Learning
- 2) Creating and Maintaining Effective Environments for Student Learning
- 3) Understanding and Organizing Subject Matter for Student Learning
- 4) Planning Instruction and Designing Learning Experiences for All Students
- 5) Assessing Student Learning

- B. **Peer Review:** For the purpose of this article, peer review describes a process by which the Peer Assistance Teacher III shall monitor, guide, and support the progress of his/her assigned Referred Participating Teacher toward a satisfactory level of classroom performance. The review process, once implemented, shall include the following:

- 1) Collaboration between the Peer Assistance Teacher III and the Referred Participating Teacher in developing mutually agreeable performance goals for the Referred Participating Teacher.
- 2) Written reports to the Referred Participating Teacher which shall be shared with the Peer Assistance and Review Panel and the supervising administrator.
- 3) A collaborative relationship between the Peer Assistance Teacher III and the administrator who supervises the Participating Teacher to whom the Peer Assistance Teacher III is assigned.
- 4) A summary report prepared by the Peer Assistance Teacher III that shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the summary report shall be placed in the Personnel File of the Referred Participating Teacher. The supervising administrator shall complete the final

evaluation of the Referred Participating Teacher base on his/her observations of the teacher's performance in accordance with the mutually agreed upon goals.

- C. **Peer Assistance and Review Panel:** The Peer Assistance and Review Panel shall be comprised of seven (7) members, the majority of whom shall be teachers. The Board of Directors of the Downey Education Association shall select the four teacher members. The four teacher members shall include one elementary school (K-5) representative, one middle school (6-8) representative, one high school (9-12) representative, and one at-large representative. Each teacher representative on the Peer Assistance and Review Plane shall be paid a stipend of one thousand two hundred fifty (\$1,250.00) dollars. The three administrators shall be selected by the District in a manner chosen by the District.
- D. **Referred Participating Teacher:** A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of an evaluation in which one or more areas dealing with his/her classroom instruction, has been given an unsatisfactory evaluation. It has been demonstrated that there is need for improvement in his/her instructional skills, adherence to curricular objectives and standards, subject-matter content, lesson organization and presentation, assessment of student progress towards established standards, and/or suitable learning environment and classroom management. A Referred Participating Teacher shall participate in both the peer assistance and the peer review components of this program.
- E. **Volunteer Participating Teacher (Permanent Status):** A Volunteer Participating Teacher is a teacher who has achieved permanent status and seeks to improve his/her teaching performance and requests that the Peer Assistance and Review Panel assign a Peer Assistance Teacher II to provide peer assistance. A volunteer participating teacher shall be involved only in the peer assistance component of this program. And records and communications between the Volunteer Participating Teacher and the Peer Assistance Teacher II shall remain confidential and the property of the Volunteer Participating Teacher.
- F. **Non-Permanent Participating Teacher:** A teacher who has been employed and is not currently assigned support provider or other mentoring teacher, may have a Peer Assistance Teacher assigned to assist them with the development of their professional skills. These teachers shall be involved only in the peer assistance component of this program. All records and communications between the Volunteer Teacher Participant and the Peer Assistance Teacher shall remain confidential and the property of the Volunteer Participating Teacher.
- G. **Teacher Specialist/Peer Assistance Programs:** The District shall establish one half-time (50%) release Teacher on Assignment to serve as the Teacher Specialist/Peer Assistance Programs to be paid from the Peer Assistance Program budget. Their duties and responsibilities shall be the coordination and implementation of the PAR program and other related programs as established and defined by the PARP. This person shall be selected by the PARP in a manner prescribed by the PARP. The Teacher Specialist/Peer Assistance Programs may be given up two (2) PAR participating teachers to assist as part of their defined duties. Should the Teacher Specialist be assigned participating teachers, they shall be paid the stipend per additional person as specified on page 5, section N of this agreement.
- H. **Peer Assistance Teacher I, II, III:** A Peer Assistance Teacher is a permanent teacher selected by the Peer Assistance and Review Panel to provide support to a participating teacher and/or to assume additional responsibilities determined by the Peer Assistance and Review Panel. The delivery of these additional responsibilities shall be secondary in priority to delivery of services to participating teachers and shall not be considered as essential component of the duties of a Peer Assistance Teacher. These responsibilities may include:
 - 1. Assistance and guidance to new teachers and/or teacher trainees.
 - 2. Assistance and guidance to experienced teachers upon mutual agreement of the parties involved.
 - 3. Staff development activities.

The following designations shall be used to identify Peer Assistance Teachers:

Peer Assistance Teacher I: These individuals shall work with Non-Permanent, Required Participants

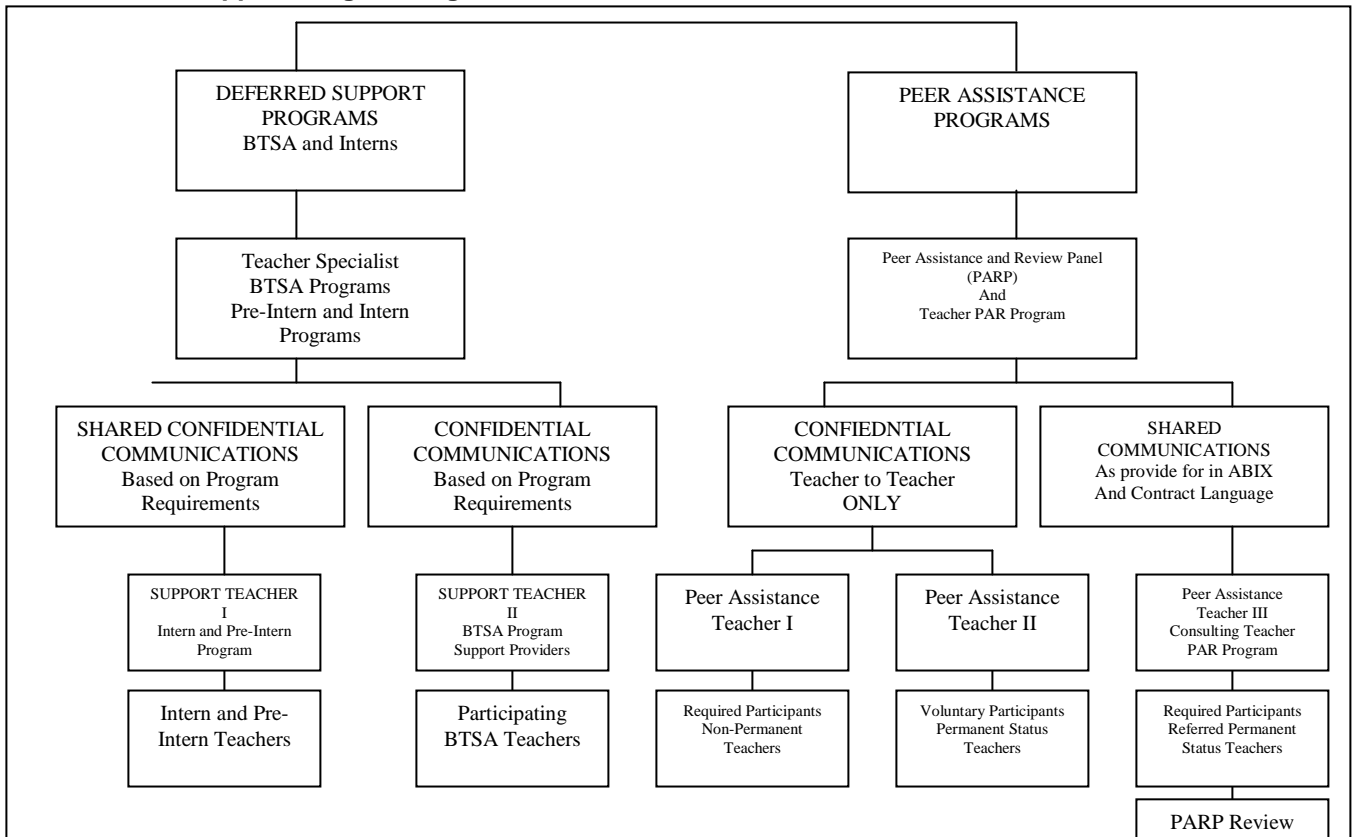
Peer Assistance Teacher II: These individuals shall work the Permanent Status Volunteer Participants

Peer Assistance Teacher III: These individuals shall work with Permanent Status Required Participants.

These stipends for Peer Assistance Teachers shall be paid in accordance to the Teacher Support Programs Stipend Salary Schedule

- I. **Unsatisfactory Evaluation:** For the purposes of this article an unsatisfactory evaluation refers to an evaluation as defined in Contract Article XIV, in which only components directly related to deficiencies in the delivery of classroom instruction and presentation are considered. Unsatisfactory ratings in non-instructional areas shall not be an appropriate criterion for the recommendation of a teacher for inclusion this program.
- J. **Performance Review:** For the purpose of this Article a performance review shall be defined as a formal evaluation pursuant to Contract Article XIV.
- K. **Peer Review Timeline:** For the purpose of this Article a Peer Review timeline shall be established and attached as PAR Appendix A: Timeline. It shall establish the required timelines for all of the activities involving Referred Participating Teachers in the PAR Program.
- L. **Mandated Referral and Reporting Forms:** For the purpose of this Article all required forms for applications for positions, referral to the program, reporting progress-both required/formal and voluntary/informal shall be established and attached as PAR Appendix B: Forms. The PARP may revise, amend, and modify the forms as needed for the successful implementation of the PAR Program.

M. **Teacher Support Program Organizational Flowchart**



PEER ASSISTANT AND REVIEW PROGRAM DESCRIPTION

1. Peer Assistance and Review Panel (PARP)

- A. The Peer Assistance and Review Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association, in a manner selected by the Association and may be removed by the Association for Just Cause. The Association will maintain the configuration described previously in the definitions section of this Article and shall stagger the terms of the teacher members to insure that no more than two new members of the PARP would be selected in any one year period. The District shall choose the administrators for the Peer Assistance and Review Panel.
- B. The Peer Assistance and Review Panel shall establish its own meeting schedule. To meet, two-thirds of the members of the Peer Assistance and Review Panel must be present. Such meetings shall take place after the regular work day. Teachers who are members of the Peer Assistance and Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. Teacher members of the PARP shall be paid a stipend of one thousand two hundred fifty (\$1,250.00) dollars per year as compensation for services rendered.
- C. The Peer Assistance and Review Panel shall be responsible for the following:
 - 1) Providing annual training for the Peer Assistance and Review Panel members.
 - 2) Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 - 3) Selecting the panel of Peer Assistance Teachers and the Teacher Specialist/Peer Assistance Programs. This panel shall include at least one Peer Assistance Teacher from the elementary, middle, and high school level.
 - 4) Selecting trainers and/or training providers and providing training for the Peer Assistance Teachers and the Teacher Specialist/Peer Assistance Programs prior to their participation in the program.
 - 5) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Teacher Specialist/Peer Assistance Programs, the Peer Assistance Teacher and the site principal.
 - 6) Making available the panel of Peer Assistance Teachers for selection by the Participating Teacher.
 - 7) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement and to the extent there is an inconsistency, the Agreement will prevail.
 - 8) Distributing, at the beginning of each school year a copy Adopted Rules and Procedures to all bargaining unit members and administrators. This may be accomplished through the inclusion of said Rules and Procedures as an Appendix to the Master Collective Bargaining Agreement.
 - 9) Establishing a procedure for application as a Peer Assistance Teacher.
 - 10) Determining the number of Peer Assistance Teachers, expenditures and program budget, and other relevant considerations for the implementation of the PAR and other related programs.

- 11) Reviewing the final report prepared by the Peer Assistance Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
 - 12) Evaluating annually the impact of the PAR program in order to improve the program. This evaluation shall include comments and suggestions from participating administrators, Peer Assistance Teachers and Participating Teachers, and other individuals with direct contact or involvement with this program.
- D. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Peer Assistance and Review Panel members and Peer Assistance Teachers may disclose such information only as necessary to administer this Article.
 - E. Functions performed pursuant to this Article by Bargaining Unit Members shall not constitute either management or supervisory functions. The PARP teacher members shall continue to maintain all of the rights held by Bargaining Unit Members.
 - F. In accordance with the applicable provisions of the California Education and Government Codes, the District will defend, indemnify and hold harmless all District teachers from all claims, actions and lawsuits related to the performance of duties within their scope of authority including, but not limited to, the following specific duties: a) serving as a member of the Peer Assistance Panel, b) participation as the Teacher Specialist-PAR Programs, c) the performance of their duties and responsibilities as a Peer Assistance Teacher. Teachers may also seek assistance and legal advice at any time from the resources made available to them by the California Teachers Association, relating to any claim, action or lawsuit brought against them as teachers in the District.

2. **Participating Teachers**

- A. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- B. A Referred Participating Teacher may select his or her Peer Assistance Teacher from the panel of Peer Assistance Teachers provided by the PARP. Either the Peer Assistance Teacher or the Referred Participating Teacher may request that the PARP consider a reassignment due to professional or personality conflicts. The decision of the PARP as to whether or not to honor such requests is absolute.
- C. In the event that the PARP, Peer Assistance Teacher, or Participating Teacher requests the input and/or opinion of a second Peer Assistance Teacher or the Teacher Specialist/PAR as that input would be beneficial in supporting/evaluating the assistance plan of the Participating Teacher, such arrangements are permissible under this agreement.
- D. In the event of a reassignment of Peer Assistance Teacher-Participating Teacher Configurations or a request for a second opinion is made, as referred to in Letters B and C of this section, the timeline for reporting and other required components of this Article shall remain intact and unaltered.
- E. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Peer Assistance Teacher should not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time by providing the PARP with written notice of their intent to terminate participation. The PARP must honor this request by any Volunteer Participating Teacher.

- F. An Intern Teacher is a teacher who has not been granted permanent status with the District, and has been assigned to a Peer Assistance Teacher. The purpose of participation for the Non-Permanent Participating Teacher is to improve his/her instructional skills and techniques. The Peer Assistance Teacher shall not participate in a performance review of the Non-Permanent Participating Teacher.
- G. All communication between the Peer Assistance Teacher and a Volunteer Participating Teacher or Non-Permanent Participating Teacher shall be confidential, and without the written consent of the Participating Teacher, shall not be shared with others, including the site principal, the evaluator or the Peer Assistance and Review Panel.
- H. Should problems or conflicts arise in the course of this process, the Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

3. **Peer Assistance Teachers I, II, III**

- A. A Peer Assistance Teacher I, II, III is a teacher who provides assistance to a Participating Teacher, pursuant to the PAR Program. The qualifications for the Peer Assistance Teacher shall be set forth in the Rules and Procedures as established by the PARP. The following shall constitute the minimum qualifications for the position of Peer Assistance Teacher.
 - 1) A credentialed classroom teacher with at least 5 years of permanent status and substantial recent experience in classroom instruction in the Downey Unified School District.
 - 2) The individual shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communications skills, subject matter knowledge, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- B. The Teacher Specialist/Peer Assistance Programs shall meet the criteria established in Section A of Part 3 of the Peer Assistance Teacher Section of this Article. Additional qualifications and criteria may be established by the PARP for the position of Teacher Specialist/Peer Assistance Programs.
- C. In filling the position of Peer Assistance Teacher or Teacher Specialist/Peer Assistance Programs, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
 - 1) A reference from a building principal, immediate supervisor, or other in-District administrator with whom the teacher has or is currently working.
 - 2) A reference from a current member of the certificated bargaining unit.
 - 3) A reference from the individual of his or her choosing.
- D. Peer Assistance Teachers shall be selected by a majority vote of the PARP following a process that shall include an application, interview – which shall include a written scenario or testing component, and classroom observation(s) by a representative(s) of the PARP.
- E. The term for a Peer Assistance Teacher shall be three (3) years, subject to approval annually by the PARP. In addition, a teacher may not serve in the position for more than two (2) consecutive terms. A teacher may not be appointed to an administrative position in the District while serving as a Peer Assistance Teacher.
- F. The term for Teacher Specialist/Peer Assistance Programs shall be two (2) years and contingent on available and adequate funding. The Teacher Specialist/Peer Assistance Programs may not serve in the position for more than three (3) consecutive terms. A teacher may not be appointed to an administrative position in the District while serving as Teacher Specialist/Peer Assistance Programs.
- G. Peer Assistance Teachers shall be provided up to fifteen (15) days of release time per year to work with participating teachers.

- H. In accordance with the applicable provisions of the California Education and Government Codes, the District will defend, indemnify and hold harmless all District teachers from all claims, actions and lawsuits related to the performance of duties within their scope of authority, including but not limited to, their performance of duties as required as a Teacher Specialist-PAR Program or as a Peer Assistance Teacher. Teachers may also seek legal assistance and legal advice at any time from the resources made available to them by the California Teachers Association, relating to any claim, action or lawsuit brought against them as teachers in the District.

4. Duties and Responsibilities of Peer Assistance Teachers and Participating Teachers

- A. Peer Assistance Teachers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no less than thirty (30) hours of assistance per semester from the Peer Assistance Teacher. Peer Assistance Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring to subject matter specialists or by other appropriate activities, which in their professional judgment, will assist the Participating Teacher.
- B. The Peer Assistance Teacher shall meet with the Referred Participating Teacher according to the established timeline, to discuss the PAR Program, to establish mutually agreed upon performance goals and develop the assistance plan based on the areas cited as unsatisfactory in the Referred Teacher's evaluation, and develop a process for determining the successful completion of the PAR Program.
- C. The Peer Assistance Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall engage in both pre-observation and post-observation conferences.
- D. The Peer Assistance Teacher shall monitor the progress of the Referred Participating Teacher and shall provide written reports to the Referred Participating Teacher and the PARP as mandated by the Article and the Rules and Procedures established by the PARP. The Peer Assistance Teacher and the Participating Teacher shall engage in honest and professional discussions and reviews of the written reports.
- E. The Peer Assistance Teacher shall continue to provide assistance to the Referred Participating Teacher as mandated in the timeline for the Peer Review process. This assistance shall continue until the Peer Assistance Teacher recommends and the PARP agrees that the performance of the Participating Teacher is satisfactory, or that further assistance will not be productive.
- F. A copy of the Peer Assistance Teacher's report shall be submitted and discussed with the Referred Participating Teacher before it is submitted to the PARP. The Participating Teacher's signature on the report does not imply agreement with the content of the report, but rather acknowledges that he or she has received a copy of the report. Once the aforementioned process is complete the Peer Assistance Teacher shall submit a copy of their final report to the PARP.
- G. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) working days, and have it attached to the Peer Assistance Teacher's final report to the PARP. The Referred Participating Teacher shall also have the right to a meeting with the PARP to discuss the Peer Assistance Teacher's final report. The Participating Teacher shall have the right to be represented at this meeting by the Association representative of his or her choice.
- H. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file. Upon the written request of the Referred Participating Teacher, the final report shall be moved from the personnel file five (5) years after the date of placement in the personnel file.

- I. The District shall submit the names of all potential Non-Permanent Participating Teachers to the Teacher Specialist-PAR Programs. The Teacher Specialist-PAR Programs shall then provide the Non-Permanent Participating Teacher the opportunity to have a Peer Assistance Teacher I assigned to assist them with their instructional and professional development.
- J. Volunteer Participating Teachers with permanent status may request a Peer Assistance Teacher II be assigned to assist them with their instructional and professional development by submitting their request directly to the Teacher Specialist-PAR Programs.
- K. The Peer Assistance Teacher and the Volunteer Participating Teacher or the Non-Permanent Participating Teacher shall arrange for a schedule of meetings and activities that are mutually acceptable. All written communications between the Peer Assistance Teacher and the Volunteer Participating Teacher or Non-Permanent Participating Teacher shall remain confidential and the property of the Volunteer Participating Teacher. This relationship shall be based on the providing of assistance only and shall not include the review component of the PAR Program.
- L. The Peer Assistance Teacher shall submit a list of the names of the Volunteer Participating Teachers and Non-Permanent Participating Teachers who participated in the PAR Program to the Teacher Specialist/Peer Assistance Programs and the PARP. In addition, the Peer Assistance Teacher may submit a report to the Teacher Specialist/Peer Assistance Programs and the PARP that documents amount of time spent assisting the Volunteer Participating Teachers or Non-Permanent Participating Teachers for the purpose of program accountability. No other formal or informal written or oral reports about the participation, progress, involvement, or other aspect(s) of Volunteer Participating Teachers or Non-Permanent Participating Teachers activities in the PAR Program as permissible.
- M. It shall be the responsibility of all participants in the PAR Program including Peer Assistance Teachers, the Teacher Specialist/Peer Assistance Programs, Referred Participating Teachers, Volunteer Participating Teachers, Non-Permanent Participating Teachers, the PARP, and any other persons involved in this endeavor to conduct themselves in a manner that respects and recognizes the need for confidentiality and professionalism. All of the participants involved in the PAR Program are expected to adhere to the NEA's "**Code of Ethics of the Education Profession**" and the "**Title 5 Regulations, Article 3: Rules of Conduct for Professional Educators**". Attached as PAR Appendix: C) Failure to adhere to these principles may result in the immediate removal of an individual from participation in the PAR Program and other appropriate action(s) as warranted by the improper conduct.

Section 2: PAR Pal and Intern Programs

- A. Teachers who participate in an Intern Program shall be provided support through the assignment of a PAR Pal. The Individual participants shall receive all the protections and support as outlined and established in Section I of this Article.
- B. The following agreed upon guidelines shall be established in connection with the services and purposes of the PAR Pal and Intern Programs.
 - 1) Confidentiality and discretion shall be maintained between the Intern and PAR Pal. This is clearly a non-evaluative project.
 - 2) Teachers included in the Intern Program will be teachers in the areas of English, science, social science, math, special education, and multiple subject/elementary. Other teachers may be included on an as-needed basis.
 - 3) To the extent possible the PAR Pal will be employed at the Intern's school site or in the same content area.
 - 4) The PAR Pal and Intern Teacher will participate in a one-day seminar, which shall not exceed six (6) hours in total duration.
 - 5) The PAR Pal will allow the Intern to observe in his/her classroom at least twice during the school year and will confer with the Intern for two hours per week, if possible.

Substitute coverage will be provided as needed to facilitate the requirements of the program.

- 6) The Intern will attend the New Teacher Institute in August, if they are employed by the District at the time the Institute is offered.
 - 7) The Association and the District agree to provide support and assistance to the participants in this program in order to enhance the overall quality and effectiveness of its delivery.
 - 8) Each PAR Pal shall be provided a stipend as provided for in Section N, "Teacher Support Programs Stipend Salary Schedule" of this Article.
 - 9) Selection of the PAR Panel shall be done in a manner consistent with past practice.
- C. Should any questions arise concerning the confidentiality or other aspects of program delivery under the PAR Pal and Intern Program, representatives of the Association and the District shall meet and attempt to arrive at a mutually agreeable resolution to the problem. Should this meeting fail to arrive at a mutually agreeable resolution, the Association and the District shall determine what type of conflict resolution method to invoke. Options available would include, but not be limited to, grievance, mediation, arbitration, or other mutually acceptable method of conflict resolution.

Section 3: Beginning Teacher Support and Assessment Program (BTSA)/Induction

- A. Teachers who participate in the BTSA Induction Program shall be provided support through a Support Provider. The individual participants shall receive all the protections and support as outlined and described in Section 1 of this Article.
- B. The BTSA Induction Support Provider Agreement will serve as the guidelines for the Program. The following agreed upon guidelines have been established in connection with the services and purposes of the support provided under the BTSA Induction Program, as outlined in the BTSA Induction Support Provider Agreement.
 - 1) Confidentiality and discretion shall be maintained between the Support Provider (SP) and the Participating Teacher (PT). This project is non-evaluative in nature.
 - 2) The Support Providers shall participate in the California Formative Assessment and Support System for Teachers (CFASST) program for Participating Teachers. A blind data collection shall be employed in order to assure that no connection is made between the Participating Teachers and their assessment data.
 - 3) The Support Providers shall allow the Participating Teachers to observe his or her classroom.
 - 4) The Support Provider shall collaborate with the Participating Teacher in the creation and implementation of his or her Individual Induction Plan. The Individual Induction Plan shall contain goals and objectives that are based on the "**California Standards for the Teaching Profession**".
 - 5) The Support Providers shall attend BTSA Induction training, on The CFASST Program not to exceed five (5) total days in duration. Such training days shall not exceed six and one-half (6 and ½) hours each, inclusive of lunch.
 - 6) The Support Provider shall assist the Participating Teacher and shall provide a minimum of thirty (30) minutes of assistance during each full week of school.
 - 7) The Support Provider and the Participating Teacher shall attend monthly after-school seminars together and CFASST sessions as scheduled. These meetings shall not exceed two (2) hours in duration.
 - 8) Both the Participating Teacher and the Support Provider shall participate in an evaluation of the effectiveness of the BTSA Program. This evaluation shall be non-person specific and shall not identify Participating Teachers or Support Providers by name.
 - 9) Each Support Provider shall be entitled up to two (2) days of release time per Participating Teacher supported to observe the Participating Teacher in his or her classroom, contingent upon available and adequate Program funding. Additional days will be provided on an "as-needed" basis.

- 10) Participating Teachers shall be provided up to two (2) days of release time for classroom observations and trainings, contingent upon available and adequate funding. Additional days will be allocated on an “as-needed” basis.
- 11) The District shall provide all required and supplemental reading materials for all participants in the BTSA Induction Program, contingent upon available and adequate funding.
- 12) Each Support Provider shall be paid the stipend established in Section N “Teacher Support Programs Stipend Salary Schedule” of this Article, contingent upon available and adequate funding.
- 13) Selection of Support Providers shall be done in a manner consistent with past practice.

C. Should any questions arise concerning confidentiality or other aspects of program delivery under the BTSA Induction Program, representatives of the Association and the District shall meet and attempt to arrive at a mutually agreeable resolution of the problem. Should this meeting fail to achieve a mutually agreeable resolution, the Association and the District shall determine what type of conflict resolution method to invoke to resolve the dispute. Options available would include, but not be limited to, grievance, mediation, arbitration, or other mutually acceptable method of conflict resolution.

D. Teacher Support Programs Stipend Salary

Support Program			
	Base Salary Amount	Additional Per Person	Maximum Stipend
	(includes 1 per served)		
BTSA Support Provider	\$2,000.00	\$2,000.00	\$4,000.00
PAR Pal	\$300.00	\$300.00	\$600.00
Peer Assistance Programs			
	Base Salary Amount	Additional Per Person	Maximum Stipend
Peer Assistance Teacher I	*2,000.00	\$750.00	\$3,500.00
Peer Assistance Teacher II	*\$2,000.00	\$500.00	\$3,500.00
Peer Assistance Teacher III	*\$2,000.00	\$2,000.00	\$6,000.00
*If consulting teacher is not assigned, they will not be compensated.			

Payment of Stipend and Expenses

Stipend Payment:

Each Peer Assistance Teacher shall receive the appropriate stipend based on their assignment as delineated in the Teacher Support Programs Salary Schedule. Fifty percent paid by June 30th.

Expenses Payments:

Bargaining unit members who incur expenses as a result of their participation in trainings, workshops or other activities related to the Peer Assistance and Review Program shall have such expenses reimbursed in a timely manner by the District. Such reimbursement shall require the appropriate documentation.