

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

Tod M. Corrin

Donald E. LaPlante

D. Mark Morris

Barbara R. Samperi

Martha E. Sodetani

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Superintendent

John A. Garcia, Jr., Ph.D.

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ARTICLE I ~ AGREEMENT

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- 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 his 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 the 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, 19 2018.

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ARTICLE II ~ RECOGNITION

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- A. The Board recognizes the 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	

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- 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

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- C. In the event any new certificated positions are established by the Board which reflects 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.

- 1 D. The Association agrees not to seek clarification or amendment of the representation
2 unit except as provided in Section C above during the term of the Agreement.
3
4 E. Each year the District shall make reasonable effort to place bargaining unit
5 members, who apply, into all advertised extra-duty assignments before hiring any
6 person outside the unit to fill such assignments.
7
8 F. The Office of Certificated Human Resources shall advertise all extra-duty
9 assignments to be filled. Such advertisements shall contain the required
10 qualifications for each assignment to be filled, shall list an application deadline and
11 shall be posted in appropriate places conspicuous to teachers at each school site in
12 the district.
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14 **ARTICLE III ~ NON-DISCRIMINATION**

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18 The District shall not discriminate against any teacher on the basis of race, religious
19 creed, color, national origin, ancestry, age, disability or physical handicap, medical
20 condition, marital status, sex, sexual orientation, domicile nor refuse to hire or employ a
21 person nor refuse to select a person for a training program leading to employment nor to
22 discriminate against a teacher in compensation or in terms, conditions or privileges of
23 employment.
24

25 Any grievance alleging in whole or in part discrimination as set forth above, under this
26 Article or any other provision of this Agreement, shall be subject to grievance under
27 Article VIII, but shall not be subject to arbitration under Article VIII unless the
28 Association's Board of Directors and the Board of Education so agree in writing and
29 unless the grievant or grievants execute the waiver of other statutory rights satisfactory
30 to the Association and the Board of Education as enumerated in Appendix C.
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32 **ARTICLE IV ~ DEFINITIONS**

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36 A. **"Teacher"**

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38 Refers to all members of the bargaining unit and, therefore, are covered by the terms
39 and provisions of this Agreement except as specified in particular Articles of the
40 Agreement.
41

42 B. **"Regular Contracted Teachers"**

43 Refers to all teachers who are employed for one semester or more.
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46 C. **"School Day"**

47 Means a day and time during which students are required to be in attendance.
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D. **“Teacher Workday”**

E. Means a day and time during which teachers are required to be on the job.

F. **“Teacher Work Year”**

Will be extended to 185 days (180 instructional, five (5) student free days/staff development). These two additional days will be added to the 2016-17 school calendar, but will sunset at the completion of the 2016-17 school year.

“Board of Education”

Shall mean the public school employer.

G. **“Day”**

Shall mean any day in which the District Administration Office is open for business.

H. **“Immediate Family”**

Shall mean the child, parent, stepparent, grandparent, grandchild, brother, sister, aunt or uncle, niece or nephew of the teacher or of the spouse or registered domestic partner of the teacher, and the spouse or registered domestic partner, stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the teacher; or any person living in the immediate household of the teacher.

I. **“District”**

Shall mean the Board of Education.

J. **“Immediate Supervisor”**

Shall mean that member of the District Management Team who has immediate jurisdiction over a teacher.

K. **“Evaluator”**

Shall mean the chief administrative officer designee of the school or department to which a teacher is assigned and by whom the teacher is evaluated. This excludes school department heads from being evaluators.

L. **“Preparation Period”**

Shall mean a preparation period which is an assigned period set aside for all regular classroom teachers to be used for personal job-related preparation and planning purposes, teacher/student conferences, teacher/parent conferences, teacher/consulting teacher, and teacher/administrator conferences and for covering another teacher's

1 classes in an emergency situation on an equitable basis between teachers having a
2 common preparation period. A teacher's preparation period may be used for
3 teacher/administrator conferences only if mutually agreed upon the teacher and the
4 administrator involved. The two and one-half hours of time provided to elementary
5 teachers for preparation purposes shall be used for the same purposes enumerated in
6 the definition of a preparation period as stated above.

7
8 **M. “Reasonable Educational Needs”**

9
10 Shall include, but not be limited to, affirmative action, the need for bilingual and/or
11 bicultural qualifications, any needed male/female staffing balance, and extra-curricular
12 activities.

13
14 **N. “Seniority”**

15
16 Shall be determined by the first date of paid service in a probationary position to the
17 District.

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20 **ARTICLE V ~ ORGANIZATIONAL SECURITY**

21
22
23 A. Official representatives of the Association shall be permitted to transact official
24 Association business with the members of the bargaining unit on a personal level, on
25 school property, at those times teachers are not involved in other assigned duties.
26 The members of the Association shall be allowed reasonable use of school facilities
27 for the purpose of meeting(s).

28
29 B. The Association, through designated officers, professional staff, and faculty
30 representatives, shall have freedom to post notices of activities and all other printed
31 matters of Association concern on bulletin boards designated for Association use, at
32 least one of which shall be provided by the District in each school building in
33 work/lounge areas frequented by teachers.

34
35 C. The Association, through designated officers and professional staff, shall be
36 accorded freedom to utilize District email and the District's inter-school mail service
37 and shall be granted access to and utilization of teacher mailboxes located at each
38 school site to distribute printed matters of Association concern to all teachers. All
39 such materials sent through District inter-school mail service and/or placed in teacher
40 mailboxes shall be clearly identified with the Association's name on it. The Board
41 shall provide inter-school mail pick-up and delivery service between the Association
42 office and all school sites and administration offices of the District, at no charge to
43 the Association.

44
45 D. Names, complete addresses, telephone numbers, email addresses, job titles and
46 work locations of teachers represented by the Association shall be provided to the
47 Association no later than 30 days after a teacher is hired. Those addresses and

1 telephone numbers formally designated as confidential by individual teachers
2 through the exercise of existing law covering confidentiality of such information shall
3 be deleted from the listing, but in every case, the name, job title, and work location of
4 each teacher in the bargaining unit shall be provided by the District. The District will
5 apprise the Association of all changes which occur on at least a bimonthly basis.
6

7 E. Upon appropriate written authorization from the teacher, the Board shall deduct from
8 the salary of any teacher and make appropriate remittance of annuities, credit
9 unions, charitable donations, and any other plans or programs jointly approved by
10 the Board and the Association.

11
12 F. The Board shall provide a station-to-station intra-district telephone service, through
13 its central switchboard to the Association's office faculty. The Board shall charge the
14 Association \$200.00 per school year for this service.

15
16 G. At the beginning of every school year, the Association shall be credited with forty-five
17 (45) days of District paid released-time days to be used by teachers who are officers
18 or agents of the local chapter (DEA) of the Association for Association business. The
19 Association agrees to notify the Superintendent/Assistant Superintendent,
20 Certificated Human Resources, no less than twenty-four (24) hours before the
21 dates(s) for intended use of said leave.
22

23 H. The Association shall submit a list by September 1 of each school year of all dates of
24 regularly scheduled Association meetings. The District will make every effort to
25 provide coordination between the Association's selected dates and those dates
26 which may be in conflict with the District's scheduled meetings. Scheduling of after
27 school meetings on those days listed where members of the bargaining unit are
28 expected to attend or wish attend if eligible will be avoided whenever possible.
29

30 I. For the term of this Agreement, any teacher other than adult school teacher teaching
31 less than thirteen (13) hours per week, who is not a member of the Association or
32 who does not make application for membership within thirty (30) days of September
33 1st, of each successive school year and thereafter within thirty (30) days of
34 commencement of his/her duties, shall, as a condition of continued employment,
35 either become and remain a member of the Association or pay, via cash or payroll
36 deductions, to the Association a fee in an amount equal to the dues, fees, and
37 assessments of members of the Association. The District shall enforce the above
38 provisions by utilization of Government Code Section 3540.1i(2) and Article V.
39

40 J. A teacher who is a member of a religious body whose traditional tenets or teachings
41 include objections to joining or financially supporting employee organizations shall
42 pay a sum equal to the representational fee for members of the Association to one of
43 the following charitable organizations:
44

- 45 1. Downey Student Scholarship Fund
- 46 2. Foundation to Assist California Teachers

- 1 3. Christa McAuliffe Institute for Education Pioneering, a component of the
- 2 National Foundation for the Improvement of Education
- 3 4. Red Cross
- 4 5. American Cancer Society
- 5

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

15
16 K. The Association shall not seek to cause the discharge of a teacher for any reason
17 other than his/her failure to tender the dues or service fees provided for in this
18 Article.

19
20 L. Pursuant to such payroll deduction authorization(s), the Board shall deduct 1/10 of
21 such dues/fees from the regular salary check of the teacher each month for ten (10)
22 months. Deductions for teachers who signed such authorization after the
23 commencement of the school year shall be appropriately prorated to complete the
24 payment by the end of the school year. Association members who currently have
25 authorization cards on file for the above purposes need not be re-solicited.
26 Association dues and fees, upon formal request from the Association to the District,
27 shall be increased or decreased with solicitation and authorization from the teachers.

28
29 M. The right of payroll deduction check-off privileges for payment of organization dues
30 shall be accorded by the Board exclusively to the Association, and shall not be
31 accorded to any other organization whose members are part of the bargaining unit
32 represented by this Agreement.

33
34 N. With respect to all sums deducted by the Board pursuant to the authorization of the
35 teacher for membership dues, the Board agrees promptly to remit such monies to the
36 Association along with an alphabetical list of teachers for whom such deductions
37 have been made and to indicate any changes in personnel from the list previously
38 furnished.

39
40 O. The rights and privileges of the Association and its representatives as outlined in this
41 Agreement, excluding Sections B and C of Article V shall be granted only to the
42 Association as the exclusive representative of the teachers, and to no other
43 organizations having District teachers as members.

44
45 The Association and the District agree that any unit member who is a member of the
46 Association at the time this Agreement becomes effective or who enrolls during the
47 term of the Agreement shall maintain such membership for the duration of this

- 1 Agreement. This provision shall not deprive any member of the right to terminate her
2 or his membership within the 30-day period following the expiration of the
3 Agreement. If a member who is covered by the maintenance of membership
4 requirement withdraws authorization for dues deduction and/or refuses to provide the
5 Association with a lump sum cash payment of dues for the year, the District shall
6 deduct membership dues as provided in Education Code Section 45601.
7
- 8 P. Beginning with the 2015-16 school year the Association President may be released
9 one hundred percent (100%) of his/her assignment (at the discretion of the DEA
10 Board of Directors) under the following conditions and procedures:
11
- 12 1. The President shall be released from his/her regular duties in the District. The
13 District shall pay the same salary and fringe benefits he/she would have received
14 without the loss of seniority or other rights and benefits. The District shall return
15 the President to the same teaching position and site at the completion of his/her
16 term in office unless he/she and the District's designee mutually agree upon
17 another school site.
18
 - 19 2. DEA additionally agrees that Twenty-Seven Thousand Dollars (\$27,000) shall be
20 allocated to the General Fund of the District from the DEA, to be paid annually
21 within 30 days of receipt of a District invoice.
22
- 23 Q. No reprisals of retaliation shall be taken against members of the Association for the
24 good faith exercising of their roles, duties, and responsibilities as representatives
25 and/or officers of the Association.
26
- 27 R. Beginning with the 2017-18 school year, the District will provide DEA access to a
28 new employee orientation. The District will give at least a 10-day notice of a new
29 employee orientation except when the need for orientation is urgent and
30 unforeseeable, and, upon request, must meet and confer with Unions over the
31 structure, time and manner of Union access to orientations. (Govt. Code, § 3556)
32

33 **ARTICLE VI ~ DISTRICT RIGHTS**

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37 The Association agrees that the Board of Education of the Downey Unified School
38 District retains all of its powers, rights, and authority to direct, manage, and control the
39 District, its employees and its operations, and the duties and responsibilities as
40 conferred by laws and constitutions of the State of California and of the United States,
41 provided that such rights and responsibilities shall be exercised by the Board in
42 conformity with provisions of this agreement.
43

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

- 45
46 1. manage and administrate the school system, its finances, its properties and
47 facilities, its organization, and the efficiency of its operations.

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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. exercise 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 before 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 about 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, the 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 a formal request by either party. All sessions will begin at a time and location mutually agreed upon.
- 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 thirty (30) teacher workdays of the time the grievant could have known of the event giving rise to the 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.

1 C. At this level, the teacher may, at his/her option, have an Association representative
2 present who may not participate in the discussion except by mutual agreement of the
3 immediate supervisor and the grievant. In the case of an Association grievance,
4 except by mutual agreement, only the Association's designated representative and
5 the appropriate Administrator shall be in attendance.
6

7 Formal Level – Step One
8

9 A. If the grievance is not resolved at the informal level, the grievant may, within five (5)
10 teacher workdays from the date he/she received his/her immediate supervisor's
11 answer or in the Association's case, from the appropriate Administrator, request a
12 formal review by the said Supervisor or Administrator by filing a grievance with the
13 Grievance Officer and the immediate Supervisor on an official District form. The
14 Grievance Officer (designated by the Superintendent) shall provide the forms, if
15 needed, for the submission of the request stating the following information:
16

- 17 1. The name of the grievant submitting the grievance.
- 18
- 19 2. The name of the grievant's representative, if any.
- 20
- 21 3. A description of the general and specific grounds of the grievance, including the
22 names, times, places and events.
- 23
- 24 4. The section of the contract upon which the grievance is being filed.
- 25
- 26 5. A statement of steps initiated by the aggrieved to resolve the difficulty, and the
27 decision rendered.
- 28
- 29 6. A listing of the specific actions which the aggrieved unit member desires to
30 remedy the grievance.
- 31

32 Upon receipt of the formal written grievance, the Superintendent shall be notified by
33 the Grievance Officer that a grievance has been filed.
34

35 B. During the formal grievance process, the grievant, if a teacher, shall be entitled to
36 have an Association representative present. This right of representation shall also
37 apply to the immediate supervisor involved. The aggrieved teacher and his/her
38 representative, if any, shall be given at least two (2) teacher workdays notice of the
39 conference and an opportunity to participate. The teacher shall be present at this
40 conference, except that he/she need not attend where it is mutually agreed that no
41 facts are in dispute and that the sole question is one of interpretation of a provision of
42 this agreement.
43

44 C. The Association shall receive copies of all non-confidential documents about the
45 grievance during the formal process.
46

1 D. The immediate supervisor or administrator to whom the formal review is being made
2 shall: (1) hold a conference with the grievant within seven (7) teacher workdays after
3 receiving the appeal; (2) obtain additional information as he/she deems appropriate,
4 and (3) within seven (7) teacher workdays after the conference with the grievant,
5 summarize his/her findings and his/her decision in writing, and submit copies to the
6 aggrieved party (individual or Association), the Association, and the Grievance
7 Officer.

8
9 Formal Level – Step Two ~ Superintendent

10
11 A. If the grievance is not resolved at the Formal Level – Step One, the grievant may,
12 within five (5) teachers workdays of receipt of a response from the immediate
13 supervisor, appeal in writing on the appropriate form to the Superintendent or
14 designee. The written appeal shall include a copy of the original grievance, the
15 decision rendered at previous steps, and a clear, concise statement of the reason for
16 the appeal.

17
18 B. The Superintendent or designee shall render a decision within ten (10) teacher
19 workdays after receiving the appeal. Either the grievant or the Superintendent or
20 designee may request a personal conference within the time limits allowed. Either
21 party may have a conferee present.

22
23 Formal Level – Step Three ~ Board of Education

24
25 A. If within five (5) teacher workdays from the day of the receipt of the decision at
26 Formal Level – Step Two, the grievant is dissatisfied with the decision, he/she may
27 appeal to the Board of Education.

28
29 B. At their respective requests, the aggrieved party (individual or Association), the
30 Association, the representative of the grievant's own choosing, the parties named in
31 the grievance, the immediate supervisor and/or the Superintendent and/or designee
32 shall be permitted to make statements to the Board of Education at the meeting
33 when the matter is reviewed. At the grievant's option, the hearing shall be heard in
34 executive session.

35 C. The Board of Education shall render its decision within twenty (20) teacher workdays
36 of the receipt of the appeal.

37
38 Formal Level – Step Four ~ Arbitration

39
40 A. If the grievance is not resolved at Formal Level – Step Three, the grievant may
41 request that the Association submit the grievance to arbitration. No grievance shall
42 be submitted to arbitration without a prior formal approval of the Board of Directors of
43 the Association. The grievant shall make such request to the Association with seven
44 (7) teacher workdays after receiving the Formal Level – Step Three decision. The
45 Association shall notify the Superintendent within seven (7) teacher workdays after
46 receipt of the request from the grievant that the grievance has been submitted to
47 arbitration.

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

Governing Regulations

- A. A grievant may be represented at all stages of the grievance by an Association representative(s).
- B. All records, including documents and communications related to the procession of the grievance, shall be filed by the Grievance Officer separate from personnel files. At the conclusion of the case, all data shall be sealed; access to the data shall be authorized by the Grievance Officer only with the consent of the parties involved.

- 1 C. No teacher shall suffer reprisals or reduction in status as a result of having presented
2 a grievance or having represented or having been a witness for a teacher concerning
3 a grievance.
- 4 D. Nothing contained herein will be construed as limiting the right of any teacher
5 alleging a grievance to discuss the matter informally with any appropriate member of
6 the administration or to have the grievance adjusted without intervention of the
7 Association, provided the adjustment is not inconsistent with the terms of the
8 Agreement and that the Association has been given an opportunity to be present at
9 such adjustment and to share its views.
- 10
- 11 E. Failure at any step of this procedure to communicate the decision on a grievance
12 within the specified time limits shall permit the aggrieved teacher to proceed to the
13 next step. Failure at any step of this procedure to appeal a grievance to the next step
14 within the specified time limits shall be deemed to be acceptance of the decision
15 rendered at that step. The time limits specified in any step of this procedure may be
16 extended, in a specific instance, by mutual agreement.
- 17
- 18 F. Time limits begin the day following the filing of the grievance, the reply to the
19 grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- 20
- 21 G. The parties may mutually agree to utilize expedited arbitration procedures.
- 22

23 ARTICLE IX ~ HOURS OF EMPLOYMENT

- 24
- 25
- 26
- 27 A. The length of the teacher's workday shall be structured and directed on an equitable
28 basis by the immediate administrator. The teacher's instructional day starts thirty (30)
29 minutes before the start of the school day and is governed by their professional
30 responsibility rather than by a fixed ending time. On early out days, teachers are
31 required to stay to the end of a typical student day. Professional responsibilities
32 include, but are not limited to, providing classroom instruction; planning, selecting
33 and preparing materials; evaluating work of pupils; analyzing, interpreting, and
34 documenting student achievement; providing leadership for organizations and
35 activities; participating in meetings; collaborating with colleagues; and conferencing
36 with students, parents, administrators, and other staff members. The time provided
37 for early dismissal schedules and pupil-free days are utilized for professional
38 responsibilities on campus as defined above.
- 39
- 40 B. The District shall have the option of varying the starting and ending times of the
41 teacher's workday at any school site by up to a maximum of 15 minutes, so long as
42 the total teacher workday does not exceed seven and one-half (7.5) hours.
- 43
- 44 C. Middle and high school teachers shall be assigned five (5) teaching periods per
45 school day. High school and middle school teachers may volunteer to teach a zero
46 (0) period before school or a seventh (7th) period after school and have their
47 consecutive seven and one-half (7.5) hour workday adjusted accordingly. Each

1 school site implementing this program shall develop a site-specific plan, subject to
2 approval from DEA and the District that shall cover the teacher workday, attendance
3 at faculty meetings, and administrative services and support in connection with the
4 utilization of this provision.
5

6 D. If a teacher voluntarily accepts the assignment of classes requiring more than three
7 subject preparations, said teacher shall formally state such willingness in written
8 form. This may be accomplished through the use of a written form or document at
9 each school site that specifically includes a section that clearly establishes whether
10 the assignment of a schedule requiring more than three subject preparations is
11 undertaken by the teacher on a voluntary or involuntary basis. A copy of that form or
12 document shall be forwarded to the office of the Downey Education Association by
13 the site administrator no later than the end of the first school month. A subject
14 preparation is defined as any situation in which the teacher must specifically prepare
15 lessons, lectures, tests or other activities, for any class having a different course title
16 or different identified ability levels within a course title. If a teacher is assigned
17 involuntarily more than three subject preparations in any one school year, he/she
18 shall not be assigned involuntarily more than three subject preparations in the next
19 two school years. Recognizing the unique needs of continuation education,
20 Columbus High School shall be exempt from this provision.
21

22 E. Full-time middle and high school classroom teachers shall be assigned a preparation
23 period equivalent in length to a teaching period within the six-period day. For the
24 purpose of state testing, the preparation periods may be modified. Teachers shall not
25 be required or allowed to utilize assigned preparation periods for any purpose not
26 specifically allowed/recognized in the definition of the stated purpose of "preparation
27 period" contained in Article IV of this Agreement or as specified otherwise in this
28 Agreement.
29

30 F. Full-time elementary classroom teachers teaching grades four (4) and five (5) shall
31 be allocated 150 minutes per week, in blocks of time no less than 50 minutes each.
32 One hundred minutes of preparation time shall be provided each week within the
33 student instruction day totally supervised and graded by one or more traveling
34 teachers specifically hired by the District to provide such service. Once per week, on
35 a standardized basis per school site (same day per school each week), each 4th and
36 5th grade teacher's students shall be sent home, on a modified day, 50 minutes prior
37 to the end of the normal student instruction day to provide their respective 4th and
38 5th grade teachers 50 minutes of additional preparation time following the end of
39 such modified student instructional day to begin the first full day of instruction and
40 continue through the last full day of instruction. On such modified days when
41 students are sent home 50 minutes early to provide preparation time, no school site
42 administrator shall hold/allow any school meeting for the school's certificated staff, as
43 provided in Section I Article IX of the Master Agreement. Full-time elementary
44 classroom teachers teaching grades TK, K, 1, 2 and 3 shall be guaranteed thirty (30)
45 minutes for preparation purposes immediately following each non-modified student
46 instructional day. During this half-hour block of time, no administrator shall mandate
47 any requirement, schedule or hold any meetings, or require any form of duty that will

1 impact adversely on the primary teacher's right to have the full thirty (30) minutes
2 preparation time set aside exclusively for his/her respective preparation.

3 G. A full-time teacher shall be assigned one daily, thirty-five (35) minute, duty-free,
4 uninterrupted lunch period, including passing time. Any teacher may, on a strictly
5 voluntary basis, offer to provide student supervision to the District during his/her
6 assigned lunch period at an established hourly rate of pay of not less than the rate
7 paid for "Other Hourly" services enumerated in Appendix A of this Agreement. A
8 respective school site principal shall solicit said voluntary service for up to one
9 semester at a time. The Principal shall make a good faith effort to rotate lunch
10 supervision among all volunteers based upon need, funds, availability of volunteers,
11 and the quality of supervision demonstrated by those who volunteer.

12
13 H. Attendance of teachers at principal-scheduled faculty meetings and professional
14 development activities shall not extend beyond eight (8) hours from the start of the
15 teacher's workday. Such extended-day meetings shall be limited to one (1) day per
16 any school week or portion thereof, to attend any administratively called faculty
17 meeting, grade level or department meeting, Professional Learning Committee (PLC)
18 meeting, or any other in-service or training activity. Administrative called meetings
19 the week of Back to School Night, Open House and the week Report Cards are due
20 shall not extend beyond the 7.5-hour workday.

21
22 A school with an adjusted schedule shall hold their meetings on the designated
23 meeting day unless mutually agreed to by the District and Association.

24
25 I. Administrators shall make a good faith effort to provide at least a twenty-four (24)
26 hour notice before calling any District, faculty, department, or grade level meeting,
27 except as required. In the case of an emergency, the twenty-four (24) hour notice
28 may be waived.

29
30 J. Elementary, middle and high school teachers shall be relieved of supervision duty as
31 a regular assignment. However, if the District is unable to provide student
32 supervision as required by Title 5, Section 5551 and 5552, without the use of
33 bargaining unit members, the following process shall be utilized to provide such
34 supervision:

- 35
36 1. The site administrator shall ask for volunteers to provide the necessary student
37 supervision and those volunteers shall be paid at the hourly rate as established in
38 Appendix A.
39
40 2. Should an insufficient number of individuals volunteer, then all members of the
41 certificated bargaining unit at that site shall be placed on a supervision schedule that
42 equitably distributes the required supervision. These individuals shall be paid at the
43 hourly rate established in Appendix A.

44
45 Teachers may voluntarily provide student supervision at an hourly rate provided
46 in Appendix A.
47

- 1 K. No teacher shall be compelled to attend any school-sponsored night meeting past
2 9:00 p.m. No teacher shall be required to attend more than two school-sponsored
3 night meetings per school year other than on a voluntary basis. This provision shall
4 not be construed to cover teachers assigned to perform paid extra-duty assignments.
5 If a teacher misses either scheduled school-sponsored night meeting (Back to
6 School Night or Open House), they will be required to submit a 2.5 hour Absence
7 Affidavit.
8
- 9 L. Members of the bargaining unit may be assigned adjunct duties on a reasonable and
10 equitable basis consistent with past practices.
11
- 12 M. Members of the bargaining unit are entitled to relief breaks in the morning and
13 afternoon. No teacher shall be expected to instruct or supervise students for more
14 than two (2) hours and twenty (20) minutes without a relief break.
15
- 16 N. With respect to various meetings required by Federal and State Regulations
17 governing individualized education programs for special education students and for
18 meetings held about students who may qualify under Section 504 of the
19 Rehabilitation Act of 1973, the following shall apply:
20
- 21 1. The District shall make a good faith effort to schedule such meetings during
22 daily work hours rather than at night.
23
 - 24 2. The District shall schedule the meetings in such a way as to minimize the time
25 demand on teachers including: scheduling of several such meetings on the
26 same day, during release time, on a minimum day, on a voluntary basis
27 acceptable to the teacher, and/or for a paid rate equivalent to the current day-to-
28 day substitute rate at a Saturday meeting scheduled by the District.
29
 - 30 3. The District will make a good faith effort to rotate the attendance of general
31 education teachers at IEP meetings, as determined by the site administrator.
32 The site administrator will maintain the practice of identifying general education
33 teachers who work with the particular student and/or who can speak to the
34 progress and programming options for the students.
35
 - 36 4. Classroom teachers may elect, but shall not be required to be the IEP
37 Administrative Designee before or after school and during their preparation
38 period. The District shall provide substitute teacher coverage for the class(es) of
39 any teacher required to attend a District or site administrator-sponsored or
40 approved meeting/activity during the time the teacher would normally be
41 teaching a class(es).
42
- 43 O. The District shall make a reasonable good faith effort to hire regular substitute
44 teachers when classroom teachers are absent through no cause created by the
45 District or approved in advance by the District. If, however, the District is unable to
46 find a day-to-day substitute for an absent teacher whose absence is not caused or
47 approved in advance by the District, the principal of the school in question shall ask

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for a volunteer(s) to cover the absent teacher's class(es). Volunteers shall be paid at the end of each semester on the following basis:

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

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

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 period 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

1 positions and the District shall determine the staffing ratio for each middle and
2 high school and shall make an effort to fill all open positions with appropriately
3 credentialed teachers. Should the need for additional periods of instruction still
4 exist once a site is fully staffed, then the District 57 and Association agree that a
5 limited number of additional periods may be offered under this section. The
6 utilization of this provision shall be limited to the procedures and restrictions
7 established in this section.
8

- 9
- 10 2. The Association and the District mutually agree that this program is to address a
11 critical need in the District and does not represent an attempt to eliminate or
12 diminish the need for teachers to have a preparation period within the workday.
- 13 3. No unit member shall be required to teach an additional period; participation in
14 such arrangements shall be entirely voluntary.
- 15
- 16 4. Non-Permanent teachers shall not normally be utilized to teach an additional
17 period. Should a school site wish to have a nonpermanent teacher teach an
18 additional period, it will require the approval of the Association and the
19 Superintendent or the Superintendent's Designee.
- 20
- 21 5. Selection of bargaining unit members for teaching an additional period shall be
22 based on the following selection priority ranking.

23
24 First offer of position based on:

- 25
- 26 a. seniority with the department.
- 27
- 28 b. recency of experience.

29
30 Second offer of position based on:

- 31
- 32 a. school site seniority and subject matter competency.

33
34 Third offer of position based on:

- 35
- 36 b. District seniority.

37

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

- 43
- 44 6. Assignment of an additional period of instruction shall be based on need. After a
45 teacher has served in an extra period assignment, additional assignments may
46 be offered to the next teacher in seniority ranking in the department to provide
47 equity to all permanent teachers who choose to be considered for an extra
48 period assignment. A current satisfactory evaluation of regular teacher
49 performance is required for additional period instruction (examples: no U, TIP

1 recommendation or TIP Participation; except in the case of self-referral).
2

3 The following positions are not eligible for extra period assignments:
4

- 5 a. EL Coordinator
- 6 b. Title I Coordinator
- 7 c. Activities Director
- 8 d. Athletic Director
- 9 e. Resource Teacher
- 10 f. Librarian
- 11 g. Testing Coordinator
- 12 h. Counselor (excluding Columbus High School and only when there is no
13 eligible teacher)

- 14
- 15 7. Payment for the additional period shall be included in the bargaining unit
16 member's regular monthly paycheck at the conclusion of the first month of
17 service under this provision.
- 18
- 19 8. It is the intent of this program to assign appropriate credentialed and EL
20 authorized teachers for openings as they arise so as not to disrupt the
21 established schedules of the other teachers and or students.
- 22
- 23 9. The District shall report to the Association at the end of the fifth (5th) week of
24 each semester the number of additional period offerings at each middle and
25 high school in the District.
- 26

27 U. JOB-SHARE OR SHARED EMPLOYMENT CONTRACT
28

- 29 1. Job sharing shall refer to two (2) permanent unit members on regular contracts
30 sharing one (1) teaching assignment. Two (2) unit members may share an
31 assignment for a minimum of one (1) year. Job applications for a job-sharing
32 assignment for the following school year shall be filed with the District no later
33 than March 1. Applications shall not be denied except for just cause and such
34 just cause shall be reduced to writing in the case of the denial of an application to
35 participate in a job- sharing arrangement. Notwithstanding other provisions of this
36 Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be
37 prorated relative to the actual time worked. In no event shall the amount of health
38 and welfare benefits for the job-sharers exceed the amount the District would
39 have paid if the position had not been shared. Also, each unit member shall
40 advance a one-half step on the salary schedule for each year of teaching under a
41 job-share assignment only if each unit member works at least 50% of a full
42 contract.
- 43
- 44 2. Unit members entering into a job-share arrangement shall complete the
45 Certificated Partnership Teaching Agreement mutually developed by the
46 Association and the District.
- 47

- 1 3. Upon the request of the two permanent bargaining unit members, a job-sharing
2 assignment may be renewed provided the two (2) unit members notify the District
3 before March 1. In the event the two-unit members fail to notify the District to
4 continue the job-sharing assignment, or in the event the District does not approve
5 the continuance of the assignment, the unit members shall be returned to full-
6 time assignments. If no site opening exists, the less senior unit member shall be
7 involuntarily transferred.
8
- 9 4. To be eligible to participate, both employees in the job share should be a
10 permanent (tenured) employee.

11 **ARTICLE X ~ COMMITTEES**

12
13
14 A. Faculty Liaison Committees:

15
16 Bargaining unit members at each school site shall elect a Faculty Liaison Committee,
17 comprised of from three (3) to six (6) members to be determined by unit members
18 assigned to each respective school site. Liaison Committee members shall be
19 elected by a majority, secret ballot vote of all unit members assigned to each school
20 site, following an open nomination process.

21
22 The nomination process and secret ballot vote shall be conducted by the senior
23 elected DEA Faculty Representative. Election of Faculty Liaison Committees shall
24 occur no later than October 15 of each school year, and each person elected shall
25 serve one (1) year term. Successive terms may be served, conditional on
26 subsequent reelection each year.

27
28 The elected Faculty Liaison Committee shall work collectively with the site principal
29 to remedy issues of concern the problems brought to the Faculty Liaison
30 Committee's attention by unit members or the site principal. The Faculty Liaison
31 Committee structure shall be used by unit members and the site principal to
32 effectively enhance participation, interaction, communication and the use of
33 collaborative teamwork, to address all issues of concern on the site.

34
35 If the issue remains unresolved, either the Association or District may elect to
36 forward the issues remaining to the Association President or designee and the
37 District Superintendent or designee for further consideration.

38
39 Site principals shall meet with Faculty Liaison Committees on a regular basis and
40 shall make reasonable good faith efforts to work collaboratively with such
41 committees to effectively resolve all issues of concern at their site.

42
43 B. Special Education Monitoring Committee:

44
45 The Association and the District agree to establish a Special Education Monitoring
46 Committee to provide ongoing monitoring of the special education programs. This
47 committee shall consist of one representative selected by the Association from each

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

C. Professional Development Committee:

The Association and the District agree to establish a Professional Development Committee to provide professional development opportunities to the bargaining unit members. This committee shall consist of eight (8) teachers; two (2) teachers from the elementary, two (2) from the middle school, two (2) from the high school; two (2) from special education; four (4) site administrators and four (4) District administrators.

By May, the professional development committee will develop a professional development needs assessment. The group shall set a calendar by June to determine quarterly meeting dates for the following school year. The PD Committee will discuss and provide input on the professional development to be scheduled for the student free days.

ARTICLE XI ~ COUNSELORS

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

<p>a = Placement on Teacher Schedule b = Responsibility Factor c = Annual Base Salary d = Teacher Work Year e = Per Diem f = Additional Counselor Workdays</p>	<p>Therefore: }</p>	<p>a + b = c c ÷ d = e c+(e x f) = Total Annual Sal</p>
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- 1 E. Counselors may be used for covering a classroom teacher's class(es) in unusual
2 circumstances on a reasonable and equitable basis with other members of the
3 bargaining unit assigned to a particular school site.
4
- 5 F. The District may assign high school counselors, on an equitable but voluntary basis,
6 to work up to eight (8) additional full-time workdays during the summer, above and
7 beyond those normal workdays required of counselors in this Agreement.
8
9

10 **ARTICLE XII ~ CLASS SIZE**
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- 13 A. The District shall utilize the following staffing ratios for the allocation of classroom
14 teachers to a school:
15
- 16 • The District will staff Kindergarten and Transitional Kindergarten at 1:25.
17
 - 18 • One two-hour paid position per Kindergarten and Transitional Kindergarten
19 teacher will be assigned each workday to provide instructional support in the
20 classroom.
21
 - 22 • Kindergarten and Transitional Kindergarten (TK) teachers will be paid a stipend
23 of \$165.00 per month or any portion thereof commencing after the fifteenth (15th)
24 student school day for each additional student above the negotiated cap; no
25 teacher shall exceed two additional students.
26
 - 27 • The unit member with the most seniority will have the first choice to
28 accept/decline the additional student. Once a unit member accepts an additional
29 student, any other additional student will be offered to the next most senior unit
30 member. If declined, the choice will be offered to the next most senior unit
31 member. If no unit member accepts the additional student, then the student will
32 be placed in the least senior unit member's class on a rotating basis.
33
 - 34 • The District will staff Grades 1 – 3 at 1:27 at the beginning of the year, but may
35 place up to 30 pupils in a classroom if the need arises due to increased
36 enrollment.
37
 - 38 • Grades 4 – 5: 1:34 (no classroom shall exceed 34 students) 4-5 teachers will be
39 paid a stipend of \$165.00 per month or any portion thereof commencing after the
40 fifteenth (15th) student school day for each additional student above the
41 negotiated cap; no teacher shall exceed two additional students.
42
 - 43 • The unit member with the most seniority will have the first choice to
44 accept/decline the additional student. Once a unit member accepts an additional
45 student, any other additional student will be offered to the next most senior unit
46 member. If declined, the choice will be offered to the next most senior unit

1 member. No teacher will be required to take an additional student over the
2 negotiated cap.

- 3
- 4 • Grades 6 – 12: 1:34 pupil contacts per period (PCPP)
5 Exceptions to this provision shall be classes in physical
6 education, typing, music, and driver education.

7 (6-12 Grades Only):

- 8
- 9 • Combined class averages assigned to an individual classroom teacher, except
10 classes in physical education, music, typing, and driver education, shall not
11 exceed the PCPP by more than 10%, and no single class shall exceed the PCPP
12 by more than 20% in the event the classroom teacher's average class size is
13 significantly low due to assignment of a low enrollment class(es).
14
- 15 • If the application of the above ratios results in a fraction of half (.5) or more at the
16 beginning of the second school month, an additional classroom teacher position
17 shall be allocated and/or an extra period assigned.
18
- 19 • Nurses, librarians, resource teachers, counselors, special education teachers,
20 non-unit members, and other non-classroom assigned unit members shall not be
21 utilized in the computation or application of the above staffing ratios.
22

23 B. The District shall employ no less than two certificated nurses.

24

25 C. One (1) full-time credentialed librarian shall be assigned at each middle school and
26 comprehensive high school.

27

28 D. Counselor assignments shall be based on one (1) counselor for each 450 high
29 school students (9 – 12 grades) or major fraction thereof. No less than one (1) full-
30 time counselor shall be assigned to each middle school (6 – 8 grade); 1.5 counselors
31 for 1,100 students two (2) counselors for 1,500 students. No less than one (1) full-
32 time counselor shall be assigned to the Adult School.

33

34 E. Special Education classes shall not exceed the requirements of the Education and
35 Administrative Code. One (1) day substitute coverage shall be provided each
36 semester for Special Day Class teachers to assist them in completing student IEP
37 forms.

38

39 F. The District caseload average of Speech and Language Pathologists shall not
40 exceed the requirements stated the State Education and Administrative Code.

41

42 Individual Speech and Language Pathologists caseloads shall not exceed 15% of
43 the State maximum average. Individual Speech and Language Pathologists may
44 voluntarily agree to increase his/her individual caseloads to 20% of the State
45 maximum average. No Speech and Language Pathologist shall have his/her
46 assignment altered as a direct result of his/her choice not to volunteer.
47

1 Speech and Language Pathologists shall determine collaboratively with District staff,
2 caseload assignments taking into consideration the severity of student disability
3 and/or time and travel requirements in serving the school sites. Twice yearly
4 benchmarks (on September 20 and on February 20 of each year) shall be used to
5 review the size of the Speech and Language Pathologist caseloads. If determined
6 that these limits are exceeded, then the Special Education Department shall take
7 immediate measures to address the situation to ensure that the requirements of the
8 Speech and Language caseloads are aligned with the Master Agreement.

9
10 G. Individual APE caseloads shall not exceed 15% of the maximum caseload of 55.
11 APE teachers may voluntarily agree to increase his/her individual caseload to 20% of
12 his/her maximum 55 caseload; no APE teacher shall have his/her assignment altered
13 as a direct result of his/her choice not to volunteer.

14
15 APE teachers shall determine collaboratively with District staff caseload
16 assignments, taking into consideration the severity of student disability and/or time
17 and travel requirements in serving the school sites. Twice yearly benchmarks
18 (September 20 and on February 20 of each year) shall be used to review the size of
19 the APE caseloads. If determined that these limits are exceeded, then the Special
20 Education department shall take immediate measures to address the situation to
21 ensure that the requirements of the APE caseloads are aligned with the Master
22 Agreement.

23
24 H. The Assistant Superintendent, Educational Services, on a bi-monthly basis, shall
25 provide the Association with a summary of the principal's reports to include the
26 following information: (a) Date, (b) School, (c) Subject/Period/Grade Level, (d)
27 Teacher, (e) Number of Students Involved, (f) Action or Non-Action Taken.
28 Subsequent review with the Association of the circumstances involved shall be
29 granted at its request.

30
31 I. If during the term of this Agreement monies become available from the State that is
32 specifically designated for class size reduction at any grade level, the District agrees
33 to immediately negotiate in good faith with DEA for development of a plan for class
34 size reduction that will meet the intent of any applicable legislation associated with
35 the availability of the funds, and that will be mutually acceptable to the Board of
36 Education and the DEA, prior to any allocation of such funds.

37
38 **ARTICLE XIII ~ EVALUATION PROCEDURES**

39
40 A. Purpose:

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42 Board policy has established that the purpose of evaluation is the improvement of
43 instruction through the careful assessment of certificated personnel competence and
44 effectiveness about the needs of the District.

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46 B. General Provisions:

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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 outlined in this Article have been violated. However, an evaluation being disputed arising within the above-mentioned exclusions from grievance is 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 ten (10) years with the District, are highly qualified and whose previous evaluations rated the teacher as meeting or exceeding standards and 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 evaluate 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. With the exception of the TIP Coordinator and the TIP Panel, 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.

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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 Teacher Intervention Program (TIP) panel shall also establish a procedural calendar for the TIP 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. Before initiating the evaluation cycle, the evaluator shall provide detailed information on the specific criteria that will be used in the evaluations process. Upon written request by an evaluatee, the evaluator shall provide the outlined in with the following: (1) a written plan of assistance and training, and (2) such personal assistance and training as is deemed necessary and reasonable to help the evaluatees meet the desired level of instructional performance.
3. Each teacher evaluated shall have the opportunity to participate in establishing the objectives and standards of performance upon which he/she will be assessed. A reasonable number of conferences shall be held with the teacher for the purpose of developing objectives and standards of performance related to their position and assignment upon which formal evaluation shall occur. If the objective cannot be mutually agreed upon, an appeal relating to these differences may be written by the teacher and submitted to the Assistant

1 Superintendent, Educational Service, for final resolution after he/she has met
2 with the parties involved.

- 3
- 4 4. The following minimum standards for observation shall be established:
- 5
- 6 a. All unit members being evaluated shall have three (3) formal observations
7 and conferences prior to the evaluation report. Intern, temporary and
8 probationary teachers shall have at least five (5) teacher workdays in
9 between all observations being completed for the evaluation process.
10 Permanent teachers shall have at least ten (10) teacher workdays between
11 all observations being completed for the evaluation process, except in the
12 situation in which a unit member has been given a remedial action plan
13 following release from the TIP program. However, this will not prevent the
14 evaluator from access to a teacher's classroom for purposes other than a
15 formal observation.
- 16
- 17 b. The specific dates of applicable observation and conference reports prepared
18 by a teacher's evaluator shall be cited on the teacher's final evaluation form.
19 The length of each applicable observation shall also be recorded on the
20 teacher's final evaluation form.
- 21
- 22 c. Observation should be of sufficient duration and quality to provide the
23 evaluator with sufficient data to make a significant contribution to the
24 evaluation.
- 25
- 26 d. An informal written record of the observation, together with commendations
27 and recommendations, shall be made on the forms provided by the District.
- 28
- 29 e. Observations shall be followed by conferences between the evaluator and
30 evaluatee within five (5) working days of the observation. Extensions will be
31 allowed on a day-to-day basis by mutual consent when either the evaluator or
32 evaluatee is on an authorized absence from the District.
- 33
- 34 f. The evaluatee shall be given a copy of the written record of observation
35 within ten (10) working days of the observation.
- 36
- 37 5. No assessments of needs to improve or unsatisfactory performance shall be
38 introduced in writing on an evaluatee's evaluation form which has not been first
39 formally called to his/her attention in writing on either an observation or conference
40 report.
- 41
- 42 6. Before utilizing materials or incidents in the evaluation process, the evaluator shall
43 make a reasonable effort to verify the accuracy of the material or incident.
- 44
- 45 7. An unsatisfactory evaluation of a teacher shall not be predicted upon information or
46 material of a derogatory or critical nature which has been received by the teacher's
47 evaluator from parents and/or citizens, unless the information or material has been

- 1 reviewed and processed within the District's adopted procedure for processing a
2 complaint against a teacher under provisions of Board Policy 9262, and
3 Administrative Regulation 9262 and the complaint has been found to have merit and
4 substance in fact.
5
- 6 8. The evaluation report shall be discussed in a conference between the evaluator and
7 the evaluatee.
8
- 9 9. The evaluatee and the evaluator shall retain copies of the evaluation report.
10
- 11 10. The evaluatee may submit a written response to the evaluator's statements at any
12 time. Said response(s) shall be filed within the current school year and attached to
13 the evaluation, and shall be placed in the teacher's personnel file retained in the
14 District Certificated Human Resources Office.
15
- 16 11. The evaluatee shall sign the evaluation report. The signature does not necessarily
17 indicate that the teacher endorses or agrees with the contents of the report.
18
- 19 12. When short-term evaluations are made, where the evaluatee has been recently
20 assigned to a position, a notation shall be recorded specifying the period of time
21 covered by the evaluator.
22
- 23 13. If needs to improve is cited on an observation, the evaluator, working with the
24 evaluatee, shall develop a written Action Plan for the purpose of assisting the
25 teacher to improve. The Action Plan and Evaluation Cycle will rollover to the
26 following year if mutually agreed upon by the teacher and evaluation administrator.
27 The Action Plan shall be attached to the observation, shall contain specific
28 suggestions for improvement of areas cited on the observation, and shall allow a
29 minimum of twenty (20) workdays prior to the next observation for improvement by
30 the teacher. The Action Plan will also cite the specific plans of the evaluator to
31 provide personal and resource assistance in the reasonable effort to help the teacher
32 improve evaluator perceived deficiencies and/or weaknesses.
33
- 34 The Action Plan shall contain:
35
- 36 a. areas where improvement is needed.
37
- 38 b. specific suggestions for improvement.
39
- 40 c. additional resources to be utilized to assist the improvement, if any.
41
- 42 d. evaluator's role in assisting the evaluatee.
43
- 44 e. techniques for measurement of improvement.
45
- 46 14. Upon formally citing a condition(s) of unsatisfactory performance in Standards 1 – 5
47 on an evaluatee's observation form and after the implementation of an Action Plan,

1 the evaluatee will be referred to the TIP program. The TIP program will proceed as
2 outlined in the PAR timeline in Appendix G.

3
4 15. Evaluation reports shall be retained in the Certificated Human Resources Office as
5 confidential material and filed in the personnel folder of the individual teacher.

6
7 16. Information from the teacher's personnel folder shall be available to the teacher and
8 administrators who are concerned with the supervision, proper assignment, and
9 future employment of the teacher. Pre-employment confidential reference material
10 cannot be made available to the teacher for inspection. Refer to Appendix D for the
11 appropriate evaluation forms.

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14 **ARTICLE XIV ~ SUSPENSION**

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17 A. Disciplinary action, as used in this Article, includes written reprimands and
18 suspensions with or without pay for up to fifteen (15) days for all teachers. This
19 Article shall not limit the District's right to evaluate or orally reprimand and counsel
20 teachers. Nor shall anything in Article XIII, "Evaluation Procedures", limit the
21 District's right to discipline teachers pursuant to this Article.

22
23

24 B. The District, through the Superintendent or designee, may issue written reprimands
25 and warnings. The teacher may submit a response or rebuttal to the written
26 reprimand or warning, a copy of which will be retained in the Certificated Human
27 Resource Office, along with the reprimand. Alleged violations by the District of the
28 procedures relating to the issuance of written reprimands and warnings are subject
29 to the grievance procedures of this Agreement.

30
31

32 C. Teachers shall only be disciplined for reasonable and just cause. All disciplinary
33 action by the District shall be corrective and progressive, rather than punitive. The
34 discipline imposed shall be reasonably related to the seriousness of the misconduct,
35 and/or shall be reasonable in light of the number and frequency of prior incidents of
36 misconduct by the teacher.

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39 D. Suspensions shall be based upon reasonable and just cause, including but not
40 limited to the reasons enumerated below as outlined in Section 44932 of the
41 Education Code:

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44 1. Immoral or unprofessional conduct

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47 2. Commission, aiding, or advocating the commission of acts of criminal
syndicalism, as prohibited by Chapter 188, Statutes of 1919, or in any
amendment thereof

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50 3. Dishonesty

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- 4. Incompetency
- 5. Evident unfitness of service
- 6. Physical or mental condition unfitting him/her to instruct or associate with children
- 7. Persistent violation of or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him/her
- 8. Conviction of a felony or any crime involving moral turpitude Violation of Section 51530 of this code or conduct specified in Section 1028 of the Government Code, added by the chapter 1418 of the Statutes of 1947
- 9. Violation of any provision of Sections 7001 to 7007, inclusive, of this code
- 10. Known membership by the employee in the Communist Party
- 11. Alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children

E. The Superintendent may suspend teachers with or without pay for up to fifteen (15) working days, pursuant to the procedures listed below. In cases of serious misconduct, the following remedial steps need not be taken, and the District may advance the level of discipline from an oral warning to a written, dated reprimand that is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include willful, wanton, or deliberate violations of District Policies, Education Codes, or State law.

- 1. The oral warning shall first be given to a teacher before any other disciplinary action.
- 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 after that, excluding summers, unless the teacher is teaching summer school for the District.
- 3. Any 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

1 reprimand and any subsequent written rebuttal submitted by the teacher shall be
2 placed in the teacher's personnel file in accordance with the provisions of Article
3 XIV of this Agreement.
4

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

10
11 5. The Superintendent shall give written notice to the unit member of the District's
12 intent to suspend the unit member.

13
14 The notice shall include:

- 15
16 a. the cause(s) on which the suspension is based.
17
18 b. the date(s) on which the suspension shall take place.
19
20 c. a statement that the unit member has a right to informally discuss the
21 proposed designee before the suspension at the pre-suspension hearing with
22 the Superintendent or his/her designee before the suspension.
23
24 d. a proposed date, time and place for such pre-suspension hearing.

25
26 The Association's Executive Director or designee shall receive a concurrent
27 notification and copy of any such suspension notice served on any unit member
28 who is a member of the bargaining unit.
29

30 6. The unit member shall have five (5) teacher work days, from the receipt of the
31 notice to respond to the notice of suspension. If the teacher does not respond,
32 the District will schedule the suspension and provide notice thereof to the
33 teacher. The teacher's response to the notice of suspension, if any, shall confirm
34 the proposed date and time for the pre-suspension hearing, designate his/her
35 representative, if any, propose other dates for such hearing, or waive such
36 hearing. The pre-suspension hearing, unless waived, shall take place within eight
37 (8) school days from the date of the notice.
38

39 7. The pre-suspension hearing shall be informal. The teacher shall be given the
40 opportunity to present facts and arguments regarding the proposed suspension.
41 An Association representative shall attend the pre-suspension hearing and may
42 represent the teacher at the teacher's option.
43

44 8. The Superintendent or designee shall inform the teacher of the decision to
45 suspend or not to suspend within three (3) teacher work days from the date of
46 the pre-suspension hearing, or after five (5) days from the date of the notice of
47 suspension if the teacher did not respond.

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

ARTICLE XV ~ PERSONNEL FILES

- A. Official permanent personnel files for teachers shall be located at the District's Certificated Human Resources Office and shall not refer to files maintained by the immediate supervisor in between formal evaluation reports.

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- B. With the exception of observation reports, materials to be placed in these files must be dated and signed by both parties within fifteen (15) calendar days of the occurrence or when the immediate supervisor became aware of the occurrence. If placed in the teacher's personnel file, said placement must occur by the end of the current evaluation period and be made available to the teacher for inspection, except as follows:
 - 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. Before placing any 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

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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 before 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.

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 before April 15. If any provision of this article or any application thereof to any member of the bargaining unit is held to be contrary to the law, such provision shall be invalid, and the part that was determined to be invalid will be rewritten by the Association and the District in a cooperative manner to comply with current law. Once the determination has been made that the article was invalid, the two parties will meet within 30 calendar days to correct the article to comply with current law.

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

- a. Credentialing requirements
- b. Major/Minor field of study
- c. The most recent evaluation shall be satisfactory in its overall assessment of the teacher's working performance
- d. Previous experience, within the past five (5) years, in the grade/subject area where the transferee is to be placed
- e. If the above criteria are approximately equal, then first preference in transfer shall be given to the applicant with the greatest seniority.

1 However, for vacancies that occur after April 15 of the current school year
2 prior to the school year in which the transfer would become effective, all
3 qualified internal applicants who apply for a vacant position at a specific
4 school site shall not be granted priority over external applicants who apply for
5 a vacant position at a specific school site. If no external candidate applies for
6 a vacancy at a specific school site, the same procedures for voluntary
7 transfers shall apply.
8

- 9 2. The Certificated Human Resources Office shall record the request and
10 acknowledge its receipt. Any teacher not receiving said transfer shall receive,
11 upon a written request, a written notice informing them as to those specific
12 reasons why the transfer was not granted.
13
- 14 3. By March 1 and thereafter as necessary, regular lists of all known vacancies for
15 the subsequent school year shall be posted on a bulletin board in workrooms or
16 lounge areas frequented by teachers at each site.
17
- 18 4. A teacher assigned to a special education program at a given school site may
19 submit a transfer request for regular program vacancies that become available at
20 either their present assigned school site or another site.
21
- 22 5. Those teachers whose requests are on file on or before April 15 shall be given
23 consideration for all vacancies before out-of-District applicants are considered or
24 placed.
25
- 26 6. A request for transfer may be withdrawn by the teacher at any time before the
27 appointment.
28
- 29 7. A permanent teacher shall not be required to state reasons for requesting the
30 transfer. The filing of a request for transfer is without prejudice to the employee
31 and shall not jeopardize his/her present assignment.
32
- 33 8. Vacancies that occur during the school year may be filled without utilizing the
34 posting procedures.
35
- 36 9. By June 1, all transfers for the ensuing school year shall be completed. All unit
37 members shall be notified in writing as to the results of their transfer requests by
38 July 25.
39
- 40 10. After receiving a voluntary transfer, a teacher must remain at the new site for a
41 minimum of two (2) years unless an additional transfer is mutually agreed upon
42 by both the unit member and the District.
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44 C. Involuntary Transfers or Reassignment:
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- 46 1. Teachers may be involuntarily transferred from a school site to another school
47 site for the following reasons:

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- a. Declining enrollment
 - b. Addition, elimination, or reduction of classes in specific special areas or programs
 - c. Fluctuations in pupil enrollment (an overstaffed or surplus situation may be deemed to exist when the number of teachers present in a given school after the beginning of the school year exceeds the ratio established by Article XI, Class Size)
 - d. Certification adjustment (a teacher may be transferred if it is determined by the District that his/her assignment is in violation of certification requirements)
 - e. Performance renewal (the District may involuntarily transfer a teacher once per any three (3) year period, in order to improve his/her performance, if deficiencies in performance have been properly reflected in the official written evaluation of the teacher, and the rating administrator has made a good faith effort to properly assist said teacher improve his/her performance through the implementation of a bona fide Remedial Action Plan, as provided for in Article XIII of this Agreement).
2. An involuntary transfer shall not be implemented more than once every three (3) years unless the teacher's credentials do not qualify him/her to teach any other subject offered in the school from which he/she is being transferred.
3. If an involuntary transfer, and upon written request of the teacher, the District shall be responsible for moving the teacher's personal instructional equipment and property from the former work site to the newly assigned work site. The teacher must properly box and label materials to be moved. The District shall complete such move at least one (1) workday before the teacher begins the new assignment.
4. Except for transfer for reasons 1(d) and 1(e) above, when an involuntary transfer is deemed necessary, then the following shall occur:
- a. Volunteers will be sought before utilizing involuntary transfer
 - b. The teacher(s) under consideration for involuntary transfer shall be notified
 - c. Within five (5) working days of the notification, the unit member may request and will be granted a meeting with the Superintendent or his/her designee to discuss and consider alternatives to the proposed transfer. Upon written request, the teacher shall receive written reasons for the transfer. Such requests shall be made within five (5) workdays of receipt of the request.

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- d. All unit members 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. Before 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 unit member's materials. If the reassignment is made after the start of the current school year, two (2) instruction free days shall be made available before 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 before 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:

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

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Unit members affected by a 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.

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

1. Unit Members shall submit a priority ranking of up to three (3) schools to which they desire to be assigned.
2. If the District requests the priority ranking during the regular school year, then the unit member shall return the ranking to the District within five (5) days from the request.
3. If the priority ranking request is to be made by the District during the summer months, the District shall mail the request to the unit member's mailing address of record with the District. The priority ranking shall be returned by the unit member to the District within fifteen (15) days of the date of mailing. Teachers are encouraged to submit summer mailing addresses to the District and DEA.

G. Transfer Necessitated by School Opening:

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

- To satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the schools being open.

Voluntary

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

Involuntary

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

1
2 H. Transfer to Non-Teaching and Non-Administrative Positions Contained Within the
3 Bargaining Unit:

4
5 The following procedures shall be observed in filling non-teaching and non-
6 administrative
7 vacancies:

- 8
9 1. If sufficient qualified candidates are available within the District, a vacancy notice
10 will be posted in each school. If candidates outside the District are solicited,
11 vacancies will be listed in college and or other professional placement offices.
12
13 2. Each applicant shall be expected to present to the Certificated Human
14 Resources Office the materials requested in the vacancy notice for making
15 applications and verifying qualifications for the vacant position.
16
17 3. Interviews will be arranged and, as part of the selection procedure, the
18 Association shall provide the name of one or more unit members interested in
19 serving on an evaluation panel for selection to non-teaching and non-
20 administrative certificated positions contained within the bargaining unit. The
21 District shall select one of the Association nominees to serve on said panel.
22
23 4. Selection will be based upon the evaluation of application materials, references
24 and personal interviews.
25
26 5. The Certificated Human Resources Office will submit the name of the selected
27 candidate to the Superintendent who will, if he/she approves, present the
28 nomination to the Board of Education for approval or ratification.
29
30 6. The Certificated Human Resources Office shall make the offer of employment.
31
32 7. The Certificated Human Resources Office shall notify all candidates of the
33 selection after action by the Board of Education.
34
35

36 **ARTICLE XVII ~ LEAVES**

- 37
38
39 A. The leave benefits specified herein shall apply to all regular contract unit members.
40 Adult school teachers shall be granted certain leave benefits in accordance with
41 Article XXI.
42
43 B. "Paid Leave of Absence" means that a teacher shall be entitled (a) to receive wages
44 and all fringe benefits, including but not limited to insurance and retirement benefits;
45 (b) if less than one semester, to return to the same assignment which he/she
46 enjoyed immediately preceding the commencement of the leave; and (c) to receive
47 credit for annual salary increments provided during his/her leave.

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C. Provisions Applicable to All Leaves:

A leave of absence is an extended absence from duty for a set period of time authorized by the Board of Education.

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

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

Leaves shall not exceed one (1) year in duration, although extensions may be granted at the discretion of the Board of Education.

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

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

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

Upon expiration of the leave, the unit member shall be assigned to a position as similar as possible to that held when the leave was granted.

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

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

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Other requests for necessary or voluntary leave for reasons not specified in these regulations will be considered by the Board from the standpoint of value to the District, urgency of the request and the employment record of the person making the request. Leave sought for personal convenience or pleasure of the unit member may be granted without pay or denied.

D. Provisions Applicable to All Absences:

When an absence requires substitute service, unit members are to enter their absence in Aesop as soon as possible, but no later than 7:00 a.m. on the day of the absence. If no substitute service is necessary, unit members who will be absent are to enter their absence in Aesop specifying "no substitute required" and must notify their immediate supervisor no later than 7:45 a.m. on the day of the absence.

1. Health Leave

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

2. Military Leave

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

Certificated personnel who are members of an active military reserve program are encouraged to take such military training during their vacation from a school assignment. Military leave for reserve training during the school year may be approved upon written request of the commanding officer to the Assistant Superintendent, Certificated Human Resources, indicating the necessity for such training at the specified time, knowing that the welfare of students is involved.

Within six (6) months after the teacher honorably leaves such service or has been placed on inactive duty, he/she shall be entitled to return to the position held by him/her at the time of his/her entrance into such military service at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the school district.

1
2 The time spent in military service may count toward retirement under the
3 California State Teachers Retirement System. The Board of Education will make
4 District payments to the retirement system of those who make their contribution
5 to the system either during or immediately following the period of military service
6 if permitted by law.
7

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

15 Military Leave of Absence With Pay ~ The Board of Education authorizes the
16 payment of compensation to all teachers for the first 30 calendar days of military
17 service providing they have served the District for at least one (1) year. Military
18 service may not be counted as District service if the leave is other than
19 temporary. Compensation shall be one-tenth of the annual salary established for
20 the position.
21

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

- 26 a. Continuance of university work
- 27
- 28 b. Resumption of assignment at the beginning of a school year
- 29

30 3. Maternity Leave, Child-Bonding Leave and Child Care Leave:
31

32 a. Maternity leave shall be defined as a leave granted because of disability due
33 to pregnancy. Illness leave may be used by a unit member when she is
34 unable to work because of pregnancy, miscarriage, childbirth, and recovery
35 there-from.
36

37 b. A leave of absence shall be granted to a teacher without pay for the purpose
38 of raising his/her natural or adopted child, for one (1) year. Upon written
39 request, an extension of one (1) additional year shall be granted.
40

41 c. During each school year, any certificated employee who has exhausted all
42 available sick leave, including accumulated sick leave and continues to be
43 absent on account of maternity or paternity leave (child bonding) pursuant to
44 Government Code 12945.2 shall receive, for up to 12 school weeks, his/her
45 regular salary minus the actual cost of a substitute to fill the position or, if no
46 substitute was employed, the amount that would have been paid had a
47 substitute been employed. The 12-week period shall be reduced by any

1 period of sick leave, including accumulated sick leave, taken during a period
2 of such maternity or paternity leave. (Education Code 44977.5)
3

4 This applies equally to male and female certificated employees. To qualify
5 under the California Family Rights Act (CFRA), the employee must have at
6 least 1,250 hours of service with the employer during the previous 12-month
7 period. If a school year ends before the 12-week period is exhausted, the
8 employee may take the balance of the 12-week period in the subsequent
9 school year.

10
11 Application Procedure
12

- 13 a. The beginning date of the leave is determined by the unit member and their
14 physician. The Certificated Human Resources Office shall be notified at least
15 three (3) weeks in advance of the beginning date of the leave, which will be
16 the effective date of the leave barring unforeseen circumstances.
17
18 b. If the unit member's ability to perform their usual duties becomes a concern
19 to the District, the District shall request the unit member and their physician to
20 initiate a leave of absence.
21
22 c. Available sick leave may be used by the unit member during the time they are
23 unable to work.
24
25 d. If the unit member desires to remain on maternity leave for child care
26 purposes after they are able to return to work, the Board of Education may
27 approve such leave without pay for the remainder of the year when maternity
28 occurred and an additional year without pay if requested.
29

30 Return from Leave
31

- 32 a. A request to return from leave must be submitted to the Certificated Human
33 Resources Office.
34
35 b. A physician's statement recommending that the unit member is able to return
36 to service without restrictions shall be submitted with the request to return
37 from leave.
38
39 c. If there is no vacancy due to a request by the teacher to return earlier from
40 leave than the previously declared date of return, the teacher shall be given
41 preferential status for a position when available, as well as day-to-day
42 preferential status as a substitute teacher.
43

44 4. Sick Leave:
45

46 Accumulation of Sick Leave ~ Full-time teachers are allowed ten (10) days of sick leave
47 annually. There is no limit to the number of sick leave days that may be accumulated. If

1 a teacher is employed late or resigns early, sick leave will be prorated. Since sick leave
2 is credited to the teacher's account in advance of accrual, a teacher must reimburse the
3 District for any over-use of sick leave if he/she serves fewer months of employment than
4 the number of days of sick leave he/she has used.

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

13
14 An illness or accident, which necessitated the use of the five (5) month differential pay
15 benefit, need not be the same illness or accident which caused the exhaustion of the
16 employee's regular paid sick leave.

17
18 The five (5) month differential pay shall be renewed on an annual basis, in accordance
19 with Education Code 44977.

20
21 No additional sick leave with pay beyond that specified in this section shall be granted
22 without specific authorization of the Board of Education.

23
24 When a teacher of the District has taken sick leave for mental health purposes, upon
25 his/her return and before assuming his/her job responsibilities, he/she shall submit to the
26 Certificated Human Resources Office a written release from the State hospital where
27 he/she was treated or, if treatment was not given at a State institution, shall submit
28 himself/herself to a psychiatric examination conducted by a District selected psychiatrist.
29 The District shall pay all fees in connection with such examination.

30
31 The Board of Education or designee, upon probable causes, reserves the right to require
32 a teacher to furnish proper proof of the cause of absence when called upon to do so for
33 absences of five (5) days or less. An affidavit of absence, signed by the teacher's
34 physician, is required for absences of six (6) days or more. Such notification should be
35 submitted to the building principal upon return to duty. He/she, in turn, will forward the
36 information to the Certificated Human Resources Office.

37
38 5. Donated Sick Leave:

- 39
40 a. Certificated employees may donate sick leave to another member of the
41 certificated employee bargaining unit who qualifies for leave due to an
42 unforeseen event affecting the health condition of the employee, the employee's
43 spouse, child, parent (including parent-in-law), and registered domestic partner,
44 and the employee has exhausted all fully paid leaves of absence.

45

- 1 b. Certificated employees who choose to donate sick leave may donate from his/her
2 accrued sick leave. One certificated employee shall donate no more than ten (10)
3 days maximum sick leave to any other one certificated employee.
4
5 c. For this situation, sick leave donations shall be made in terms of days and shall
6 be utilized in terms of days.
7
8 d. Certificated Administrators may donate sick leave days to other certificated
9 employees. However, certificated employee bargaining unit members may not
10 donate days to certificated administrators.
11
12 e. Certificated employees who would like to donate sick days to a specific employee
13 must complete a Sick Leave Donation Form and return said form to the
14 Certificated Human Resources Office.
15
16 f. Donations will be transferred to the recipient as needed in the order they are
17 received by the Certificated Human Resources Office. Donated sick leave not
18 used by the recipient shall be returned to the individual donor(s) by the end of the
19 fiscal year in question.
20
21 g. The recipient of donated sick leave shall be required to exhaust sick leave as it is
22 credited during the absence due to the unforeseen event.
23
24 h. Donated sick leave used by the recipient shall be used before differential pay is
25 enacted.
26
27 i. Nothing in this section shall be interpreted to entitle an employee to a leave of
28 absence, with or without pay. Entitlement to leave shall be regulated by other
29 applicable provisions of this Agreement.
30

31 **6. Industrial Accident or Illness Leave:**
32

- 33 a. Industrial accident or illness leave is granted to a teacher who has an accident or
34 illness arising out of and in the course of his/her employment with the District. All
35 teachers, in any one fiscal year for the same accident or illness, shall be entitled
36 to a maximum of sixty (60) days of industrial accident or illness leave during
37 which schools of the District are required to be in session or when the teacher
38 would otherwise have been performing work for the District. Such industrial
39 accident or illness leave shall commence on the first day of absence and shall be
40 reduced by one day for each day authorized absence regardless of a temporary
41 disability indemnity award.
42
43 b. Allowable leave shall not be accumulated from year to year. When an industrial
44 accident or illness occurs at a time when the full sixty (60) days will overlap into
45 the next fiscal year, the teacher shall be entitled to only that amount of unused
46 leave due him/her for the same illness or injury.
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- 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 an industrial accident or illness shall, during periods of injury or illness, remain with the State of California, unless the Governing Board authorizes 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 personal illness. That matter is taken care of by sick leave. For example, a teacher may be away from work because he/she contracted measles is presumed to be on sick leave until such time as a 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.

1 9. Epidemic Leave:
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3 Every regular teacher shall be entitled full pay during the time schools may be closed
4 because of an epidemic unless the total number of days taught during the year is
5 less than 175.
6

7
8 10. Family and Medical Leave:
9

10 Only full-time contract teachers employed at least one (1) school year shall be
11 entitled to this leave.
12

13 A teacher shall be entitled up to twelve (12) weeks of unpaid leave during a twelve
14 (12) month period to care for:
15

- 16 a. the teacher's newborn child or a child placed with the teacher for adoption or
17 foster care
- 18 b. the teacher's spouse, child, or parent (including parent-in-law) with a serious
19 health condition
- 20 c. a teacher's serious health condition
21

22 The District shall grant this leave for up to twelve (12) weeks for each twelve (12)
23 calendar months (extending from August 1 through July 31).
24

25 When such leave is foreseeable, a teacher shall give the school District thirty (30)
26 days advance written notice. When the leave is not foreseeable, a teacher shall give
27 written notice to the District within one (1) working day of learning of the need for the
28 leave.
29

30 The District shall continue all group health coverage plans for a teacher on such
31 leave at the same level of benefits and under the same conditions that existed while
32 the teacher was working. If the school district changes a health plan during a
33 teacher's leave, the change applies to the teacher as if the teacher is still on the job.
34

35 The District may require a teacher to report his/her status and intention to return to
36 work.
37

38 After a leave, the school district shall reinstate the teacher into the same position
39 held before the leave. If a teacher gives an unequivocal notice of intent not to return
40 to work, the school district's obligation to provide health benefits and to reinstate the
41 teacher ceases. However, this obligation continues up to twelve (12) weeks
42 maximum if the teacher indicates he or she may be unable to return to work but
43 expresses a continuing desire to do so.
44

45 Upon the teacher's return to work, the school district shall reinstate all benefits at the
46 same level provided when the leave began without any form of re-qualification. Any

1 changes in benefits not based on service during the leave period shall be effective
2 upon the teacher's return to work.

3
4 The District, in providing this leave benefit, shall comply with both the regulations of
5 the Family and Medical Leave Act (FMLA) and applicable California Law. The least
6 restrictive language applicable to the employee in either the State or Federal Act
7 shall be used in cases wherein there is a conflict in language between the two.
8

9 **11. Jury Duty Subpoena:**

10
11 The Downey Unified School District Board of Education agrees to promptly provide
12 any certificated employee, upon receipt of a jury duty summons, a written statement
13 for submission to the appropriate jury commissioner, certifying the school district
14 does not pay its certificated employees for serving jury duty, thus causing financial
15 hardship for any certificated employee if required to serve. The Board of Education
16 further agrees not to provide any jury commissioner with specific information about
17 any certificated employee's scheduled vacation time or holiday recesses from their
18 work on the job with the school district.
19

20 "The District shall pay per diem salary for any teacher's initial day of legally required
21 jury duty in any county where the court refuses to honor the District's letter. A
22 substitute will be provided for that one day only. The District shall not pay for any
23 subsequent days of required jury service."
24

25 **12. Personal Necessity Leave:**

26
27 A regular full-time teacher may elect to use his/her annual accumulative illness or injury
28 leave, not to exceed ten (10) days per school year for the following purposes:
29

- 30 a. Death or illness of member of his/her immediate family as defined in Article IV,
31 Section G
- 32
- 33 b. An accident involving the teacher's person or property, or the person or property of
34 member of a teacher's immediate family as defined in Article IV, Section G
- 35
- 36 c. An appearance of the teacher in court as a litigant or witness under official order.
37 The teacher is expected to return to work in cases where he/she is not required to be
38 absent the entire day
- 39
- 40 d. Birth or adoption of a teacher's child
- 41
- 42 e. Imminent danger to the home of the teacher
- 43
- 44 f. Religious holidays
- 45
- 46 g. Activities required by virtue of holding a public elected office
- 47

1 h. The Board of Education shall allow teachers who are parents, guardians or
2 grandparents having custody of one (1) or more children in K-12, inclusive, to take
3 off up to forty (40) hours of each school year, not to exceed eight (8) hours in any
4 one calendar month of the school year, to participate in school activities of any such
5 child. Teacher(s) should utilize personal necessity or personal business leave for
6 such school visits. The teacher may also utilize time off without pay to conduct such
7 school visits. The teacher shall provide the school district with twenty-four (24) hour
8 notice before making such a school visit during normal work hours.
9 **NOTE: This new provision simply implements the current federal guidelines**
10 **on this subject.**

- 11
12 i. In case of personal necessity where the teacher cannot reasonably be expected to
13 disregard the situation, or where the necessity cannot be transacted outside of the
14 teacher's assigned working hours, except that such leave may not be used for:
15
16 • Routine personal business
17 • Vacation, recreation, or social activities
18 • Employee organized activities
19 • Political activities or demonstrations
20 • Work stoppage and other concerted activities

21
22 A unit member using personal necessity leave shall submit the absence verification
23 form certifying that the unit member is using personal necessity leave for a purpose
24 provided in this Article. A teacher shall give his/her immediate supervision advance
25 notice of personal necessity leave whenever reasonably possible.

26
27 In situations where absence is due to subpoena or an official order, the unit member
28 must provide evidence from a certified clerk or authorized officer of a court or other
29 governmental jurisdiction. For such leaves, the unit member shall be granted leave of
30 absence with pay up to the amount of the difference between the teacher's regular
31 earnings and any amount he/she received for jury or witness fees.

32
33 Extension of Personal Necessity Leave may be granted to the member at the
34 discretion of the Superintendent's designee. Any grievance arising under this Article
35 will be subject to administrative review by appeal of the Association to the
36 Superintendent.

37
38 13. Personal Business Leave:

39
40 Unit members shall be eligible to use up to three (3) days of unrestricted personal
41 business leave per each school year, to be deducted from any available sick leave
42 days accrued. The unit member shall be required to give the District twenty-four (24)
43 hour notice to use such personal business leave.

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45 14. Professional Opportunity Leave:

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A regular unit member 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 unit member 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 an 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 unit member 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. For the number of days of the approved leave, the teacher shall receive the difference in his/her pay, and that of the substitute or, in the event a substitute is not required, the difference shall be the same as if a substitute were required.

ARTICLE XVIII ~ SAFETY

Safety Conditions ~ Plant:

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

Safety Conditions ~ Teachers:

- 1 A. A teacher may use reasonable force to protect himself/herself from attack, to protect
2 another person or property, to quell a disturbance threatening physical injury to
3 others or to obtain possession of weapons or other dangerous objects.
4
- 5 B. The District shall give legal support or other assistance as described in this Article for
6 any assault upon the teacher while acting in the discharge of his/her duties.
7
- 8 1. When absence arises out of or from such assault or injury, the teacher shall
9 utilize industrial injury leave in accordance with provisions of law.
10
- 11 2. Benefits derived under this, or subsequent agreements, shall continue in
12 accordance with leave provisions incorporated within this Agreement.
13
- 14 C. Unit members shall immediately report a threat of assault or cases of assault
15 suffered by them in connection with their employment to their principal or any other
16 immediate supervisor. The principal or immediate supervisor and the assaulted
17 teacher shall individually file a report with the local police department.
18
- 19 1. Such notification shall immediately be forwarded to the Superintendent.
20
- 21 2. The District shall notify the teacher of its readiness to assist the teacher as
22 follows:
23
- 24 a. By obtaining from police and principal any relevant information concerning
25 the culprit(s) where permitted by law.
26
- 27 b. By providing the teacher with representation in court appearances, if
28 requested, and by acting in appropriate ways as liaison between teacher,
29 immediate supervisor, police and the courts.
30
- 31 D. The Board of Education shall cause teachers to be promptly notified in writing any
32 time a law enforcement agency releases information to the school District's
33 administration or any school site's administrator relating to the taking of a juvenile
34 enrolled in teacher's respective class, or conviction of crimes against school
35 property, personnel or students.
36
- 37 E. The Board of Education will reimburse unit members, in an amount not to exceed a
38 total \$250 in any school year, for loss or damage or destruction while on duty in the
39 school, of personal property of a kind normally worn or brought into school when the
40 teacher has not been negligent, to the extent that such loss is not covered by
41 insurance. The term "personal property" shall not include cash. The term "loss,"
42 "damage" and "destruction" shall not cover the effects of normal wear and tear and
43 use.
44
- 45 1. Reimbursement shall be made to any person for the loss, destruction, or damage
46 by arson, burglary, or vandalism of personal property used in the schools of the
47 District. Reimbursement shall be made only when approval is obtained on a

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District provided form for the use of the personal property in the schools before the property was brought to school, and when the value of the property was agreed upon between the person or persons bringing the property and the school administrator.

- 2. No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of lack of supervision by the owner.
- 3. The maximum reimbursement shall not exceed \$125 for each separate item. Before a claim is authorized for payment, it shall be reviewed in the Business Office of the District.

F. A unit member shall be eligible for benefits provided in the District's Workers' Compensation Insurance Program. The Board shall make readily available to all unit members in case of an accident the provisions provided under Worker's Compensation Insurance and assist the District personnel in its use to preserve regular sick leave benefits.

G. A unit member may suspend, for a good cause, any student from his/her class for the day of the suspension and the day following. Causes for suspension shall include any of the following acts or conditions while under the school's authority:

- 1. Caused, attempted to cause, or threatened to cause physical injury to another person; or
- 2. Willfully used force or violence upon the person or another, except in self-defense; or
- 3. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects unless the student had written approval by the principal or the designee of the principal to deliver any such object to the custody of a certificated school employee; or
- 4. Unlawfully possessed, used, sold or otherwise furnished as defined in AR 2490 or been under the influence of a controlled substance listed in Chapter 2 of Division 10 of the Health & Safety Code, an alcoholic beverage, or intoxicant; or
- 5. Unlawfully offered or arranged or negotiated to sell any controlled substance listed in Chapter 2 of the Health & Safety Code, an alcoholic beverage, or intoxicant of any kind; and then sold, delivered, or otherwise furnished a fake substance; or
- 6. Committed or attempted to commit robbery or extortion; or
- 7. Caused or attempted to cause damage to school property or private property; or
- 8. Stole or attempted to steal school property or private property; or

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- 9. Possessed or used tobacco or products containing tobacco or nicotine, including, but not limited to, cigarettes, cigars smokeless tobacco, except student's own prescription; or
- 10. Committed an obscene act or engaged in habitual profanity or vulgarity; or
- 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 prescription drugs; 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 infliction or attempted infliction of physical injury to another person, may be subject to suspension, but not expulsion, except when the victim suffered serious bodily injury per juvenile court adjudication.

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

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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 the suspension. This applies only to regular classes scheduled at the same time as the class from which the student was suspended.
6. The teacher of any class from which a student was suspended may require the suspended student to complete any assignment and tests missed during the suspension.
7. Written procedures for handling disciplinary matters shall be provided to each teacher.

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

ARTICLE XIX ~ PROCEDURES FOR REPORTING SUSPECTED CHILD ABUSE

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

ARTICLE XX ~ ADULT SCHOOL TEACHERS

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2
3 Adult school teachers shall be covered by all Articles of this Agreement with the
4 exception of Article IX, Hours, Article XII, Class Size, and Article XVII, Transfers.
5

6 A. Assignments: 7

- 8 1. Adult Education assignments are based upon enrollment and attendance of
9 voluntary students. As attendance increases or decreases so must staff
10 assignments. When hiring for Adult Education, notice will be given to the
11 department, and first consideration will be given to increasing assignments of
12 currently employed Adult Education bargaining unit members before other
13 applicants are considered. If requested, the teacher will be given the reasons
14 why his/her hours were not increased. When there is a reduction in Adult School
15 Classes, first consideration will be given to maintaining hourly Adult School
16 teachers' hours over K-12 teachers teaching extra hours at the Adult School.
17
- 18 2. The District may reduce the service of Probationary Adult School teachers for
19 any of the following reasons:
20
 - 21 a. Average daily attendance decline
22
 - 23 b. A particular service or class being reduced or discounted
24
 - 25 c. Conclusion of specific funding
26
 - 27 d. Unsatisfactory performance affecting the instructional program, including
28 special curriculum needs, as evidenced by written evaluation reports
29
- 30 3. No permanent Adult School teacher may be terminated or reduced while any
31 probationary Adult School teacher or any teacher with less seniority is retained to
32 render a service which said permanent Adult School teacher is certificated and
33 competent to render. The Board shall make assignments and reassignments in
34 such a manner that permanent Adult School teachers shall be retained to render
35 any service which their seniority and qualifications entitle them to render.
36

37 B. Permanency: 38

- 39 1. Thirty-four and three-quarters (34.75) hours a week is considered a full-time
40 assignment at the Adult School. Twenty-one (21) hours or more per week must
41 be worked to receive permanency.
42
- 43 2. To attain permanency, an Adult School teacher must teach a minimum of 75% of
44 the regular school year for two (2) consecutive years.
45
- 46 3. Permanency shall be based on service as is equivalent to the average number of
47 hours per week which Adult School teachers have served during their

1 probationary years. It is not the intent of the District to reduce the hours of
2 second (2nd) year probationary Adult School teachers for the sole purpose of
3 disallowing attainment of permanent status. Adult School teachers who have
4 attained permanency at a level below thirty-four and three-quarter (34.75) hours
5 and who subsequently are increased in hours shall have their tenure level
6 increased pursuant to the average of the two years.
7

- 8 4. Adult School teachers with permanency in the day school, who become eligible
9 for permanency in adult education, must at the time of being eligible elect as to
10 whether permanency is with the day school or Adult School.
11

12
13 C. Hourly Adult School teachers shall be paid in accordance with the established hourly
14 rates set forth in Appendix A.
15

16 D. Adult School teachers will be eligible for the following leaves:
17

- 18 1. Sick leave – Sick leave is accumulated and is based upon the hourly assignment.
19 Each instructor accumulates one hour of sick leave for each 17.5 hours of
20 teaching. Pay for any day of such absence shall be the same as the pay which
21 would have been received had the teacher served during the day. If such teacher
22 does not take the full amount of leave allowed in any school year, the amount not
23 taken shall be accumulated from the year to year without limit. Adult School
24 teachers shall be able to utilize accumulated sick leave hours at any time they
25 have an adult school assignment.
26

27 2. Bereavement – See Article XVII, Leaves
28

29 3. Jury and Subpoena – See Article XVII, Leaves
30

31 4. Industrial Accident or Illness – See Article XVII, Leaves
32

33 5. Maternity – See Article XVII, Leaves
34

35 E. Adult School teachers teaching twenty-one (21) hours or more per week shall be
36 entitled to the same health and welfare benefits as accorded to regular, full-time
37 contract teachers of the District in Article XXIII, Fringe Benefits.
38

39 F. Holidays:
40

- 41 1. Adult School teachers assigned fifteen (15) hours or more per week are eligible
42 for recognized legal holidays, and such local District holidays as are set forth in
43 Appendix B.
44

45 2. If an Adult School teacher is scheduled to work on both Friday and Saturday and
46 a legal holiday falls on Saturday, and by law, the District has Friday as the
47 holiday, the Adult School teacher will receive holiday pay for both Friday and

1 Saturday. An individual who works only on a Saturday, but is not scheduled to
2 work on Friday, would only receive holiday pay for the Friday if the Saturday is a
3 legal holiday.
4

- 5 3. If a holiday falls on an assigned day, pay is the same as if the Adult School
6 teacher had worked. If the holiday falls on a day the Adult School teacher is not
7 normally scheduled to work; then no holiday pay shall be provided.
8

9 **G. Initial Placement:**

- 10
11 1. Adult School teachers shall be given up to three (3) years credit for initial
12 placement on the Adult School Teacher's Salary Schedule (Appendix A).
13 2. The previous experience must be in the area of Adult School teaching in an
14 accredited Adult School program.
15

16 **ARTICLE XXI ~ HOURLY CTE TEACHERS**

17
18
19 A. Hourly CTE teachers shall be paid in accordance with the established hourly rates
20 set forth in Appendix A.
21

22 B. Hourly CTE teachers shall be eligible for the following leaves:
23

- 24 1. Sick Leave Sick leave is accumulated and is based upon the hourly assignment.
25 Each hourly CTE teacher accumulates one hour of sick leave for each 17.5 hours
26 of teaching. Pay for any day of such absence shall be the same as the pay which
27 would have been received had the teacher served during the day. If such teacher
28 does not take the full amount of leave allowed in any school year, the amount not
29 taken shall be accumulated from year to year without limit. Hourly CTE teachers
30 shall be able to utilize accumulated sick leave hours at any time they have a CTE
31 hourly assignment.
32

33 C. Hourly CTE teachers teaching thirty (30) hours or more per week shall be entitled to
34 the same health and welfare benefits as accorded to regular, full-time contract
35 teachers of the District in Article XXII, Fringe Benefits.
36
37

38 **ARTICLE XXII ~ SUMMER SCHOOL TEACHERS**

39
40
41 A. Each summer school teacher employed by the Downey Unified School District shall
42 be paid on an hourly rate per each hour or proportional hour worked. The rate of pay
43 shall be as enumerated in Appendix A. An adult school teacher, teaching a summer
44 school class paid out of adult school funds, may receive a higher hourly rate of pay
45 than a middle or high school summer school teacher.
46

- 1 B. Selection and appointment of District summer school personnel shall be the
2 responsibility of the site administrator.
3
- 4 C. Regularly employed members of the certificated employee bargaining unit shall be
5 given preference over teachers from outside the District of summer school
6 placement. A current satisfactory evaluation of regular teacher performance is
7 required for summer school teaching.
8
- 9 D. Selection and Appointment – members of the certificated employee bargaining unit
10 employed on a 200-day contract or less shall be considered as qualified applicants
11 for a summer school assignment. Summer school teaching assignments shall be
12 limited to two consecutive summer school sessions so long as other qualified
13 teachers have applied to teach summer school. If a teacher accepts a summer
14 school assignment and then declines after May 10, the initial acceptance will count
15 as though the teacher completed the summer assignment. Bargaining unit members
16 will have first priority for summer school assignments.
- 17 E. The elementary teacher work day for summer school will be no less than four (4)
18 hours. The middle school and high school teacher workday for summer school will be
19 no less than four and one-half (4.5) hours. Each summer school teacher shall be
20 paid the summer school daily rates as enumerated in Appendix A of this Agreement,
21 for each summer school workday worked.
22
- 23 F. The following criteria shall be the primary basis for making specific teaching
24 assignments:
25
- 26 1. Recent teaching experience in a particular subject or grade level
 - 27 2. Credential(s)
 - 28 3. Major
 - 29 4. Minor
 - 30 5. Specific program competencies and training

31
32 If the above listed primary criteria are equal between two or more candidates being
33 considered for the same summer school job, the site administrator may then
34 consider the use of other secondary criteria that are objective in nature in making the
35 final selection for the particular teaching position in question.
36
37

38 **ARTICLE XXIII ~ FRINGE BENEFITS**

39

- 40
- 41 A. The District shall fund the health and welfare benefits as described in this Article and
42 shall not require the unit member to exceed 10% maximum contribution for all plans
43 which include medical, vision and dental.
44
- 45 B. The specific benefit of DUSD PPO Health Plan (currently administered by Blue
46 Shield), the Kaiser Permanente Health Plan, the DUSD Dental Plan (currently
47 administered by Cigna), and Safeguard/MetLife Dental Plan and the VSP Vision Plan

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accessible on the District’s website, or in hard copy upon request, shall be maintained without change, except by mutual consent of the District and the Association. Should an approved fringe benefit provider make a unilateral change to current plan benefits or terms without the consent of the District and Association, the District and Association will negotiate in good faith to adopt an alternative replacement plan.

- C. Any changes to the DUSD Health and Welfare plans shall be negotiated in good faith.
- D. Teachers may change from one health insurance carrier to another at the beginning of the school year in a manner prescribed by the carriers and shall have his/her District contribution amount adjusted accordingly.
- E. The District and DEA share an interest in maintaining affordable, quality fringe benefits for DEA members and their dependents. To that end, the District will conduct periodic audits to verify dependent eligibility to ensure that only eligible unit members and their dependents are participating in District-provided health plans.
 - 1. Unit members shall notify DUSD within sixty (60) calendar days or as required by the health plan administrator, whichever is earlier, of a change in eligibility such as dissolution of marriage, loss of life or maturation of children.
 - 2. Any unnecessary costs incurred by the District due to the failure of a covered unit member to timely notify DUSD of a change in eligibility as required in paragraph (1) above shall be the responsibility of the unit member who shall make appropriate arrangements with the District for reimbursement of such unnecessary costs.
 - 3. Failure to meet the obligations provided herein, including the reimbursement of costs incurred by the District due to the unit member’s failure to timely notify it of a change in eligibility, shall subject the unit member to discipline up to and including prosecution.
 - 4. Moreover, failure to provide truthful or otherwise accurate information on any fringe benefits-related documents shall also subject the unit member to discipline up to and including prosecution.
 - 5. As a result of the audit, the District will identify employees and/or their dependents who are no longer eligible for coverage but have been inappropriately receiving benefits through omission, error or fraud by the unit member.
 - 6. The unit member has the right to appeal.

- 1 F. The District contribution for regular contract teachers serving less than a full-time
2 capacity shall be prorated as follows:
3
4 1. Six (6) hours per day or more = 100%
5 2. Less than six (6) hours, but more than four (4) hours = 75%
6 3. Four (4) hours = 50%
7 4. Less than four (4) hours = 0%
8
9 G. Hourly unit members are not eligible for voluntary fringe benefit coverage except as
10 provided in Article XX - Adult School Teachers and Article XI - Hourly CTE Teachers.
11
12 H. Unit members shall provide the District once every four (4) years with a certification
13 in form of a TB screening, an X-ray or tuberculosis skin examination that they are
14 free of tuberculosis. The District shall inform the unit members in writing where free
15 services are provided in obtaining this certification. The District shall notify each unit
16 member at the beginning of the school year in which the teacher's certification is to
17 expire of the requirement that he/she must obtain his/her tuberculous clearance by
18 the end of that school year.
19
20 I. Before requiring physical or psychiatric examination of a unit member, the District
21 shall notify the unit member of his/her rights to representation at any meeting in
22 which said possible examination requirements are going to be discussed. The
23 District shall adjourn any meeting at the request of the teacher so that he/she may
24 obtain such representation and schedule a subsequent meeting at which such
25 representation is present. Any examinations so required by the District shall be paid
26 for by the District.
27
28 J. Unit members who work a complete school year shall have fringe benefits under the
29 District's fringe benefit program effective through the last day of September. Unit
30 members who are employed after the first day of the school year and who sign the
31 appropriate enrollment forms by the 10th of the month shall have the fringe benefits
32 commence at the beginning of the next pay period. Unit members who are employed
33 after the first day of the school year and who sign the appropriate forms after the
34 10th of the month shall have fringe benefits commence at the beginning of the
35 second pay period following the signing of the forms.
36
37 K. Unit members who terminate their employment before the close of the school year
38 shall be under the District's fringe benefit programs through the last day of the month
39 in which the termination occurs.
40
41 L. Unit members shall continue to be covered under the District's fringe benefit program
42 through the last day of September during the year in which this contract terminates.
43
44 M. If a unit member should die during the calendar year, the District shall provide health
45 and accident benefits to enrolled dependents for the month in which the death
46 occurs, and for three (3) additional months thereafter.
47

1 N. Unit members may enroll new eligible dependents within 30 days of the occurring
2 event (i.e., birth, marriage, registered partnership, adoption) for all health, vision and
3 dental benefits.

- 4
- 5 • For the purpose of the employee's benefit plan(s), eligible dependents include
6 spouse, State Registered Domestic Partner, child(ren) of, adopted by, or in legal
7 guardianship of the employee, spouse, or Domestic Partner.
- 8

9 O. During each school year, the District's Health Insurance Broker will meet with duly
10 appointed Representatives of the Association as needed. The District shall provide
11 quarterly detailed printed information regarding all District sponsored health and
12 dental plans, including their claims experience, a record of premiums paid and claims
13 expended, and such other information.

14

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17

18 P. Early Retirement Benefit Plan:

19

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

- 22
- 23 1. The employee must have reached his/her 55th birthday prior to July 1 of the year
24 he/she elects to retire. The employee must have submitted to the Certificated
25 Human Resources Office his/her letter of intent to retire 90 days before his/her
26 effective retirement date.
- 27 2. The employee must have rendered ten (10) years of credited service in paid
28 status to the District with at least five (5) years of continuous service occurring
29 immediately before retirement; FMLA (Article XXVII, Leaves #10) will not be
30 considered as a break in paid status under this section.
- 31
- 32 3. The employee must have rendered ten (10) years of credited service in paid
33 status to the District with at least five (5) years of continuous service occurring
34 immediately before retirement; FMLA (Article XXVII, Leaves #10) will not be
35 considered as a break in paid status under this section.
- 36
- 37 4. Verification must be established that the employee filed his/her application for
38 regular retirement benefits, not a disability allowance, with the State Teacher's
39 Retirement System or has submitted an annual notarized affidavit stating that
40 he/she has not or will not engage in gainful employment as a regular employee
41 under the jurisdiction of the above retirement system.
- 42

43 Q. Spouse:

- 44
- 45 1. The eligible spouse of the employee shall be afforded health benefits
46 commensurate with the retiree's eligibility period provided he/she is enrolled or
47 will be properly enrolled during the designated open enrollment period.

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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 the current statute.

R. Spouse 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 for 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.

S. Health Plan Premium:

1. The District will pay the premium cost for health benefits 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.
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.

T. 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 and stipends are outlined in Appendix A of the Master Agreement and reflect salary increases effective August 1.

1 B. Step and column earned advancements provided for the Teacher's Basic Salary
2 Schedule shall be honored by the District upon the teacher's completion of eligibility
3 requirements as specified in provisions cited under Appendix A.
4

5 C. The assignment of a unit member to the salary schedule scale shall be in
6 accordance with the provisions of Appendix A placed on the District website.
7

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

2015 - 16	2016 - 17	2017 - 18
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

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21 D. Salary remuneration for any and all services in addition to a respective unit
22 member's regular assignment, with the exception of substitute coverage
23 reimbursement as enumerated in Article XI, Section O, shall be made within thirty
24 (30) calendar days following the time the service(s) is/are completed.
25

26 E. Unit members shall be reimbursed according to the IRS approved mileage fees when
27 using their personal automobiles for school related transportation required/requested
28 and authorized in advance of such use by an appropriate site or District office
29 administrator.
30

31 F. All stipends for extra duty shall be paid within the thirty (30) calendar days of
32 completion of said extra-duty assignment by special pay warrant, separate from each
33 teachers' regular eleventhly salary warrant. Each extra-duty warrant shall clearly
34 enumerate the specific nature of the extra-duty assignment(s) being covered by each
35 respective warrant.
36

37 G. The DUSD Board of Education shall not pay any athletic/coaching extra-duty stipend
38 amount to any member of the certificated employee bargaining unit that has not been
39 first negotiated and included in Appendix A of this Agreement.
40

41 H. The District shall provide a process under which each certificated employee can
42 cause his/her monthly pay warrant to be directly deposited to the respective
43 teacher's personal checking account in the bank of his/her choice.
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ARTICLE XXV ~ SAVINGS

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

ARTICLE XXVI ~ SUPPORT

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

ARTICLE XXVII ~ NO-STRIKE CLAUSE

The Association agrees that there shall be no strike, work stoppages, slowdowns, or other concerted refusals by unit members to perform work during the term of this Agreement. The Association shall make all reasonable efforts to induce unit members to conform to the provisions of this Article. In the event that the provisions of this Article are violated by the Association, the District shall have the right to withdraw any rights or privileges provided for in the Agreement.

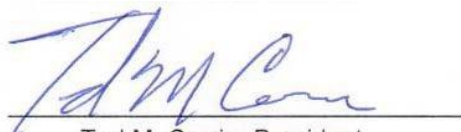
ARTICLE XXVIII ~ ZIPPER CLAUSE

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

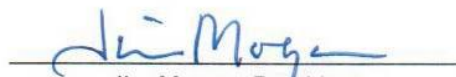
During the term of this Agreement, the parties reserve the right to reopen negotiations on any part of this Agreement, by mutual agreement.

ARTICLE XXIX ~ SIGNATURES

The signatures which follow indicate that the Agreement has been ratified by the Board of Education and the Association.



Tod M. Corrin, President
Board of Education



Jim Mogan, President
DEA/CTA/NEA

June 12, 2015

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS

AR 4141

Column Requirements

- Classification B – Regular and/or Provisional California credentials and a Bachelor's Degree valid for the level or subject area taught.
- Regular California Credential and/or Provisional California Credential and a Bachelor's Degree, with less than 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree.
- Classification C – Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree or a Master's Degree or, effective 9/1/02, new hires only with a valid basic credential.
- Classification D – Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 45 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree, or a Master's Degree plus 15 semester units of upper division or graduate work from an accredited teacher training institution taken after the receipt of the Master's Degree.
- Classification E – Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 60 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Bachelor's Degree, or the Master's Degree plus 30 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Column Requirements - continued

Classification F – Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree plus 75 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of the Bachelor's Degree, or Master's Degree plus 45 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

Initial Placement

1. Public School Experience

Commencing with the 1985-86 school year, prior public and private school experience shall be credited on a year-to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long term substitute certificated employee, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher. Teachers are "rated in" only upon initial employment. Should a revision occur in credited experience, it shall not become retroactive for those employed during a school year previous to the revision.

2. Other Public and Private Schools

Experience related to the position which is to be assigned shall be credited on a year-to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long term substitute teacher, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher.

3. Postgraduate Course Work Taken as Undergraduate

Course work listed by an accredited college or university as postgraduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four year degree, if those units were not applied toward the attainment of the four year degree.

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Initial Placement - continued

4. Military Experience

No credit is provided.

5. Vocational Experience

Credit will be allowed for experience in the area of assignment on basis of one step for each two years of experience not to exceed the fifth (5th) step of the salary schedule.

6. Provisionally Credentialed Teacher

Classification shall be restricted to placement on Column B of the salary schedule until eligibility for a regular type credential has been verified. Column reclassification shall be given as provided under reclassification provisions.

New teachers shall be rated in upon the salary schedule based upon experience and units earned prior to the first day of service with the Downey Unified School District.

Salary Reclassification for Additional Course Work/Column Advancement

Credit for hours/units of course work completed for salary reclassification purposes shall be granted once the unit member has provided the Certificated Human Resources Office with the appropriate documentation to verify such course work. The salary reclassification shall be effective for the next pay period immediately following the submission of the required documentation provided that such course work satisfies the requirements established in Appendix A, subsection Advance in Classification. There shall be no limit on the number of hours a unit member may acquire for salary reclassification purposes in any given school year. For the purpose of salary reclassification one-quarter unit equals two-thirds of a semester unit.

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Verification:

Transcripts verifying course work for reclassification must be on file in the Certificated Human Resources Office before reclassification can occur. Transcripts bearing the university/college official seal and registrar's signature, or grade reports/credit certificates bearing the university/college official seal and registrar's signature, may be submitted as verification of completed course work. The responsibility for seeing that verification of course work completed is received by the Certificated Human Resources Office rests entirely with the teacher. There will be no retroactive pay given for work completed before verification is received.

Leave of Absence:

Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave. In cases of sabbatical leave or leaves where the teacher received pay, the teacher shall receive the normal increment as though he/she had not been on leave.

Advance in Step:

A one (1) step advancement on the salary schedule each school year is contingent upon the performance of contracted services for at least 75 percent of the days in which schools are in session, and if a step rate is provided for on the appropriate column of the salary schedule.

Advance in Classification:

Teachers may advance from one classification of the salary schedule to another after initial rating in, if the following criteria are met:

1. All course work shall have a grade of "C" or better.
2. All course work shall be Graduate or upper division level from an accredited teacher training institution in the areas listed below:

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification: - continued

Category A

Anthropology	History
Art Appreciation	Mathematics
Bilingual Education	Music Appreciation
Business Administration	Philosophy
Computer Science/Data Processing*	Psychology
Economics	Police Science
Education	Political Science
English	Reading
Environmental Studies	Science
Ethnic Studies	Sociology
Foreign Language	Speech
Geography	

*Lower division work is acceptable.

Category B

(May be taken only by those certificated personnel teaching in that subject.)

Art (except Art Appreciation)	Industrial Studies
Aviation	Jewelry Making
Ceramics	Journalism
Dramatics	Music (except Music Appreciation)
Handicrafts	Photography
Health	Physical Education
Home Economics	Typing

3. An accredited teacher training institution is defined as all those institutions for teacher training accredited by any of the following Associations:
 - a. New England Association of Colleges and Secondary Schools, Commission on Institutions of Higher Education

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification: - continued

- b. Middle States Association of College and Secondary Schools, Commission on High Education
 - c. North Central Association of Colleges and Secondary Schools, Commission of Institutions of Higher Education
 - d. Northwest Association of Secondary and Higher Schools, Commission on Higher Schools
 - e. Southern Association of Colleges and Schools, Commission on Colleges
 - f. Western Association of School and Colleges, Accrediting Commission for Senior Colleges and Universities and Accrediting Commission for Junior Colleges and Universities outside the United States are considered accredited only for those units acceptable for credit transferable to the teacher training program of the University of California or State Universities.
4. Unless course work is in Category A or appropriate to Category B prior approval must be obtained from the Assistant Superintendent, Certificated Human Resources if District credit is to be granted.
 5. Repeat courses shall require the prior approval of the Assistant Superintendent, Certificated Human Resources.
 6. Lower division courses with credit transferable to the University of California or to the State universities taken from Categories A or B or on a planned program shall require the prior approval of the Assistant Superintendent, Certificated Human Resources. Salary credit shall not be granted until the completion of the planned program which was given prior approval.
 7. In order to receive Master's and Doctorate degree bonuses, Master's and Doctorate degrees must be earned from an accredited teacher training institution and units must be acceptable to the University of California or State universities granting the degree.

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

District Longevity Increments:

The first longevity increment will occur on year 15; the second increment on year 21; the third increment on year 26, and the fourth increment on year 30.

Claims for Money or Damages:

Any claim against the School District for money or damages, for fees, salaries, wages, mileage or other expenses and allowances, or for money or damages which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the government Code of California.

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

APPENDIX A

AR 4141
BASIC TEACHER'S SALARY SCHEDULE 2017-18

Effective August 1, 2017

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 + 45
	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	\$56,126	\$60,292	\$64,461	\$68,618	\$72,783
2	\$58,207	\$62,370	\$66,535	\$70,693	\$74,854
3	\$60,283	\$64,443	\$68,604	\$72,775	\$76,935
4	\$62,353	\$66,522	\$70,684	\$74,846	\$79,010
5	\$64,434	\$68,598	\$72,755	\$76,926	\$81,090
6	\$66,509	\$70,677	\$74,838	\$78,999	\$83,164
7		\$72,749	\$76,916	\$81,070	\$85,239
8		\$74,824	\$78,987	\$83,147	\$87,317
9			\$81,061	\$85,233	\$89,392
10			\$84,087	\$88,253	\$92,408
15			\$90,532	\$94,702	\$98,857
21			\$94,696	\$98,845	\$104,500
26			\$97,457	\$102,800	\$109,572
30				\$107,053	\$114,890

MASTER'S or DOCTORATE: Columns C, D, E, or F
 \$425 for earned Master's degree
 \$845 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.

Downey Unified School District
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 -	\$2795
2 nd Year -	\$2873
3 rd Year -	\$2963
4 th Year -	\$3050
5 th Year -	\$3148

1a. Counselor Hourly Rate: \$52.61

2. Adult School / CTE Hourly Rate:

Step 1 -	\$44.55 per hour
Step 2 -	\$45.53 per hour
Step 3 -	\$46.56 per hour
Step 4 -	\$47.45 per hour
Step 5 -	\$48.39 per hour

3. Other Hourly:

ALL EXTRA-DUTY SHALL BE PAID AT THE RATE OF \$35.67 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	\$313.14
Additional Amount	\$ 23.83

Other Certificated Salaries - continued

6. Summer School Hourly Rate:

Elementary	\$40.57
Middle & High School	\$40.57

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. Induction Mentor Teacher: \$1800

8. TIP Consulting Teacher: \$5500

9. TIP Consulting Teacher Coordinator: \$1567

10. TIP Panel Member: \$4500

11. Robotics Coach (MS/HS): \$1516

12. Skills USA Site Coordinator (HS): \$4083

13. Skills USA Advisor: \$1516

14. Skills USA Advisor (Nationals) \$1516

15. SLP Lead Teacher: \$1567

16. SLP Mentor (for 5th year students): \$1567

17. Social Skills Advisor (ES/MS/HS) \$1283

18. Technology Teacher Leaders:

Elementary	\$2446
Middle & High School	\$2446

19. PLC/Grade Level Lead Teacher:

Elementary	\$1567
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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)

20. PLC Lead Core Teacher:

Middle & High School	\$1567
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English / Math / Social Science / Science (4 per core subject ~ 16 total)

Other Certificated Salaries – continued

21. AVID Site Coordinator:

Middle School	\$2722
High School	\$4083

22. HIGH SCHOOL:

Yearbook	\$3890
Band	\$4590
Choral	\$3023
Cheer/Drill Team	\$3380
Drama	\$3036
Newspaper	\$3420
Pep Squad	\$3380
Assistant Pep Squad	\$2610
Competitive Dance Team	\$2040
Student Activity Director	\$7512
Link Crew	\$2346

23. CONTINUATION HIGH SCHOOL:

Yearbook/Newspaper	\$3380
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24. MIDDLE SCHOOL:

Yearbook	\$1516
Drama	\$1516
Band	\$1516
Marching Band	\$1632
Student Council Advisor	\$1486
W.E.B.	\$1486
Choir	\$1486

25. ELEMENTARY SCHOOL:

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

Student Council Advisor	\$1306
Carnival of Champions Coach	\$1324
Spelling Bee Coach	\$ 425
Math Field Day Coach	\$ 425

Other Certificated Salaries – continued

26. HIGH SCHOOL – ATHLETICS:

Athletic Director \$7512

Baseball/Softball

Head \$4506

Assistant Varsity \$2704

JV \$3155

Frosh/Soph \$2704

Basketball

Head \$4610

Assistant Varsity \$2766

JV \$3226

Frosh \$2766

Cross Country*

Head \$3200

Assistant Varsity \$1920

Football*

Head \$5341

Assistant Varsity \$3205

JV \$3893

Frosh \$3205

Golf

Head \$3157

JV \$2167

Lacrosse

Head \$3877

Soccer

Head \$4168

JV \$2917

Frosh \$2461

Swimming

Head \$3157

JV \$2224

Other Certificated Salaries – continued

Tennis

Head	\$3414
JV	\$2507

Track

Head	\$4237
Assistant	\$2543
Frosh	\$2689

Volleyball

Varsity	\$3804
JV	\$2662
Frosh	\$2282

Water Polo*

Head	\$3301
JV	\$2310
Frosh	\$1981

Wrestling

Head	\$4068
JV	\$2866
Frosh	\$2428

* Includes pre-school coaching pay

27. MIDDLE SCHOOL:

Athletic Director	\$5457
Baseball/Softball	\$1380
Basketball A & B	\$1380
Cheer Advisor	\$1380
Football	\$1380
Soccer	\$1380
Track	\$1380
Volleyball	\$1380
Wrestling	\$1380
Intramural Sports	\$ 335

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 \$55.70 per hour

Other Certificated Salaries – continued

VOLUNTARY TEACHER SUPERVISION OF STUDENTS:

Supervision Rate \$31.46 per hour

SUMMER STAFF DEVELOPMENT DAYS:

Attendance at all summer Staff Development Days shall be strictly voluntary. Teachers shall be paid at the rate of \$262.28 per full-day and \$139.88 per half-day of each summer Staff Development Day less statutory benefits including Workers Compensation, SUI and Medicare, if applicable.

SPECIAL PROVISIONS:





An annual stipend of \$2939 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 **teaching** 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 \$5000 will be provided to each SLP, paid monthly.

DOWNEY UNIFIED SCHOOL DISTRICT

APPENDIX B

2017 ~ 2018 SCHOOL CALENDAR

State Holiday 	Local Holiday 	Student / Teacher Free Day 	Student Free Day 	Days Taught: 180 Days Worked: 185
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July 2017					
M	TU	W	TH	F	
					4th - Independence Day Holiday
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

August 2017					
1st School Month: 8/14/17-9/8/17 ~ (0 0 0 2)					
M	TU	W	TH	F	Days Taught: 12 / Days Worked: 14
	1	2	3	4	14th - 15th - Student Free Day / Staff Development Day
7	8	9	10	11	16th - School Begins / Minimum Day All Schools
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

September 2017					
2nd School Month: 9/11/17-10/8/17 ~ (0 0 0 2)					
M	TU	W	TH	F	Days Taught: 20 / Days Worked: 20
				1	4th - Labor Day Holiday
4	5	6	7	8	29th - Progress Report (ES & MS)
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

October 2017					
3rd School Month: 10/9/2017-11/3/2017 ~ (0 0 0 1)					
M	TU	W	TH	F	Days Taught: 21 / Days Worked: 22
2	3	4	5	6	9th - Student Free Day / Staff Development Day
9	10	11	12	13	20th - End of 1st Quarter (HS)
16	17	18	19	20	
23	24	25	26	27	
30	31				

November 2017					
4th School Month: 11/6/2017-12/1/2017 ~ (2 2 2 0)					
M	TU	W	TH	F	Days Taught: 16 / Days Worked: 16
		1	2	3	9th - End of 1st Grading Period (ES)
6	7	8	9	10	9th - Progress Reports (MS)
13	14	15	16	17	10th - Veteran's Day Holiday Observed
20	21	22	23	24	14th - 17th - Minimum Day (ES)-Parent Conferences
27	28	29	30		20th - 21st - Student / Teacher Free Day
					22nd - Local Holiday All Employees
					23rd - Thanksgiving Day Holiday
					24th - Local Holiday

December 2017					
5th School Month: 12/4/2017-12/29/2017 ~ (1 0 0 1)					
M	TU	W	TH	F	Days Taught: 15 / Days Worked: 16
				1	19th - 21st - Minimum Day - Finals (HS)
4	5	6	7	8	21st - Minimum Day - End of 1st Semester (MS & HS)
11	12	13	14	15	22nd - Student Free Day / End of First Semester
18	19	20	21	22	25th - Christmas Day Holiday
25	26	27	28	29	26th - Local Holiday (In Lieu of Admissions Day)
					25th - 29th - Winter Break for Students and Teachers

January 2018					
6th School Month: 1/1/2018 - 1/26/2018 ~ (2 0 0 0)					
M	TU	W	TH	F	Days Taught: 17 / Days Worked: 17
1	2	3	4	5	1st - New Year's Day Holiday
8	9	10	11	12	1st - 5th - Winter Break for Students and Teachers
15	16	17	18	19	8th - Minimum Day (HS) - 1st Day of 2nd Semester
22	23	24	25	26	12th - Progress Reports (ES)
29	30	31			15th - Martin Luther King Day Holiday

February 2018					
7th School Month: 1/29/2018-2/23/2018 ~ (2 0 0 0)					
M	TU	W	TH	F	Days Taught: 18 / Days Worked: 18
			1	2	12th - Lincoln's Birthday Holiday
5	6	7	8	9	19th - Washington's Birthday Holiday / Presidents' Day Holiday
12	13	14	15	16	
19	20	21	22	23	
26	27	28			

March 2018					
8th School Month: 2/26/2018-3/23/2018 ~ (0 0 0 0)					
M	TU	W	TH	F	Days Taught: 22 / Days Worked: 22
			1	2	2nd - End of 2nd Grading Period (ES)
5	6	7	8	9	2nd - Progress Reports (MS)
12	13	14	15	16	16th - End of 3rd Quarter (HS)
19	20	21	22	23	
26	27	28	29	30	

April 2018					
9th School Month: 3/26/2018-4/20/2018 ~ (0 0 0 0)					
M	TU	W	TH	F	Days Taught: 16 / Days Worked: 16
2	3	4	5	6	2nd - 6th - Spring Break for Students and Teachers
9	10	11	12	13	20th - Progress Reports (ES & MS)
16	17	18	19	20	
23	24	25	26	27	
30					





May 2018					
10th School Month: 4/23/2018-5/18/2018 ~ (1 0 0 0)					
M	TU	W	TH	F	Days Taught: 22 / Days Worked: 22
	1	2	3	4	28th - Memorial Day Holiday
7	8	9	10	11	30th - 31st - Minimum Day - Finals (HS)
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

June 2018					
11th School Month: 5/21/2018-6/1/2018 ~ (0 0 0 1)					
M	TU	W	TH	F	Days Taught: 1 / Days Worked: 2
				1	1st - Minimum Day - Finals (HS)
4	5	6	7	8	1st - Minimum Day All Schools / End of Year
11	12	13	14	15	4th - Student Free Day / Teacher Check Out Day
18	19	20	21	22	
25	26	27	28	29	

APPENDIX A

DOWNEY UNIFIED SCHOOL DISTRICT

2018 ~ 2019 SCHOOL CALENDAR

State Holiday 	Local Holiday 	Student / Teacher Free Day 	Student Free Day 	Days Taught: 180 Days Worked: 185
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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 83 – 106)

Included in this section are the following evaluation forms:

- Teacher Evaluation (83 – 85)
- Teacher Section II Evaluation (86 – 87)
- Teacher Specialist Evaluation (88 – 91)
- Counselor Evaluation (92 – 93)
- Certificated Librarian Evaluation (94 – 97)
- SLP/APE/RSP/TVI Evaluation (98 – 102)
- SLP/APE/RSP/TVI Section II Evaluation (103 – 104)
- Nurse Evaluation (105 – 106)

**DOWNEY UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION**

Evaluatee:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2	<input type="checkbox"/> Temporary
Location:	Assignment:			
Period covered by this evaluation:	<input style="width: 100px;" type="text"/>	Through:	<input style="width: 100px;" type="text"/>	
Dates/Length of Observations: 1)	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>	2)	<input style="width: 80px;" type="text"/>
			3)	<input style="width: 80px;" type="text"/>
Dates of Conference Related to Observations: 1)	<input style="width: 100px;" type="text"/>	2)	<input style="width: 100px;" type="text"/>	3)
			<input style="width: 100px;" type="text"/>	

Explanation of Rating Symbols	
M	Meet 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 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 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:

STANDARD FIVE: Assessing Student Learning

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

Comments:

STANDARD SIX: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Comments:

Evaluator's Summary Comments:

Evaluatee's Comments:

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

**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-0Temporary

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 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.

DOWNEY UNIFIED SCHOOL DISTRICT
PROBATIONARY/TEMPORARY TEACHERS EVALUATION REPORT
Section II - Page 2

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 _____ Date: _____

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:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary
Location:	Assignment:		
Period covered by this evaluation:		Through:	
Dates of Conference	1) <input style="width: 100px; height: 20px;" type="text"/>	2) <input style="width: 100px; height: 20px;" type="text"/>	3) <input style="width: 100px; height: 20px;" type="text"/>

Explanation of Rating Symbols	
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<i>For permanent employees, one rating of unsatisfactory in Standards 1 - 5 will require participation in Peer Assistance and Review.</i>	

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

Comments:

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

Comments:

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

Comments:

AREA FOUR: Communication

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

Comments:

AREA FIVE: Professional Growth

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

Comments:

Evaluator's Summary Comments:

Evaluatee's Comments:

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 California Standards for the Teaching Profession were discussed and reviewed in a personal conference.	Signatures indicate that both parties have read this evaluation.
Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> Approved by: _____ Date: _____	Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> 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:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary
Location:	Assignment:		
Period covered by this evaluation:	<input style="width: 100%;" type="text"/>	Through:	<input style="width: 100%;" type="text"/>
Dates of Conferences:	1) <input style="width: 100%;" type="text"/>	2) <input style="width: 100%;" type="text"/>	3) <input style="width: 100%;" type="text"/>

Explanation of Rating Symbols	
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<i>For permanent employees, one rating of unsatisfactory in Standards 1 - 5 will require participation in Peer Assistance and Review.</i>	

- STANDARD 1: ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING
 - 1.1 Ensure all students are engaged in a system of support designed for learning and academic success.
 - 1.2 Advocate for educational opportunity, equity and access for all students
 - 1.3 Advocate for the learning and academic success of all students
 - 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

- STANDARD 2: PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS
 - 2.1 Demonstrate organization skills
 - 2.2 Develop outcome-based programs
 - 2.3 Assess program outcomes and analyze data
 - 2.4 Demonstrate leadership in program development

- STANDARD 3: UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT
 - 3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement
 - 3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans
 - 3.3 Monitor student personal, academic, and career progress

- STANDARD 4: COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES
 - 4.1 Build and maintain student support teams for student achievement
 - 4.2 Provide consultation and education for teachers and parents
 - 4.3 Develop working relationships within the school that include school staff members, parents and community members
 - 4.4 Coordinate support from community agencies

- STANDARD 5: PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS
 - 5.1 Promote a positive, safe and supportive learning environment
 - 5.2 Develop and implement programs that address the personal and social risk factors of students
 - 5.3 Develop and implement programs that reduce the incidence of school site violence
 - 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system

- STANDARD 6: DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR
 - 6.1 Establish professional goals and pursue opportunities to improve
 - 6.2 Model effective practices and continuous progress in school counseling
 - 6.3 Adhere to professional codes of ethics, legal mandates and District policies

Evaluator's Summary Comments:

Evaluatee's Comments:

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 California Standards for the Teaching Profession were discussed and reviewed in a personal conference.	Signatures indicate that both parties have read this evaluation.
Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> Approved by: _____ Date: _____	Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> Approved by: _____ Date: _____

**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 Conference Related to Observations: 1) 2) 3)

Explanation of Rating Symbols	
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<i>For permanent employees, one rating of unsatisfactory in Standards 1 - 4 will require participation in Peer Assistance and Review.</i>	

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.)

Comments:

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

Comments:

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

Comments:

AREA FOUR: Communication

Key Elements for Area Four:

- 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

Comments:

AREA FIVE: Professional Development

Key Elements for Area Five:

- 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.

Comments:

Evaluator's Summary Comments:

Evaluatee's Comments:

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 California Standards for the Teaching Profession were discussed and reviewed in a personal conference.	Signatures indicate that both parties have read this evaluation.
Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> Approved by: _____ Date: _____	Evaluatee: _____ Date: _____ Evaluator: _____ Date: _____ <div style="text-align: center;">(Signatures)</div> Evaluator: _____ Date: _____ <div style="text-align: center;">(Print)</div> Approved by: _____ Date: _____

**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 Conference Related to Observations: 1) 2) 3)

Explanation of Rating Symbols

M	Meet 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

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

Comments:

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

Comments:

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

Comments:

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

Comments:

STANDARD FIVE: Assessing Student Learning

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

Comments:

STANDARD SIX: Development as a Professional Educator

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

Comments:

PROFESSIONAL COMMUNICATION:

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

Comments:

Evaluator's Summary Comments:

Evaluatee's Comments:

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

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

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 School or Location:

Evaluator Assignment:

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

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 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.

DOWNEY UNIFIED SCHOOL DISTRICT
PROBATIONARY/TEMPORARY TEACHERS EVALUATION REPORT
Section II - Page 2

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 _____ Date: _____

Evalutee'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
SCHOOL NURSE EVALUATION

Evaluatee: _____ Permanent _____ Probationary _____ Temporary _____

Location _____ Assignment _____

Period covered by This Evaluation _____ through _____

Dates/Length of Observations (1) _____ (2) _____ (3) _____ (4) _____

Dates of Conferences Related to Observations (1) _____ (2) _____ (3) _____ (4) _____

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. | | |

STANDARD ONE: Quality of Care

Key Elements for Standard One:

- 1-1 Delivers high quality age appropriate, culturally and ethnically sensitive care to students.
- 1-2 Uses the results of this care to initiate appropriate changes in nursing practice.
- 1-3 Analyzes nursing activities and their results to initiate changes in the delivery of health services to students and staff.
- 1-4 Participates and collaborates with interdisciplinary teams to insure appropriate continuity of health care and delivery of health services.

Comment:

STANDARD TWO: Performance Appraisal/Supervision of Health

Key Elements for Standard Two:

- 2-1 Supervises the delivery of health services in concert with professional standards of practice, relevant statues, regulations and District contract.
- 2-2 Evaluates the delivery and outcomes of health services.
- 2-3 Develops the appropriate action plans to achieve identified goals.
- 2-4 Utilizes community resources for continual improvement in quality delivery of health services.

Comment:

STANDARD THREE: Education/Training

Key Elements for Standard Three:

- 3-1 Participates in ongoing educational activities to enhance knowledge and competency in school nursing practice.
- 3-2 Seeks out experiences, which develop current clinical expertise.
- 3-3 Develops and implements health education practices and treatment modalities that benefit students, staff, parents, community, and professional colleagues.

Comment:

STANDARD FOUR: Collegiality

Key Elements for Standard Four:

- 4-1 Interacts positively with other health care providers as colleagues.
- 4-2 Shares knowledge and skills with colleagues.
- 4-3 Contributes to a healthy and supportive work environment.
- 4-4 Provides constructive feedback regarding school nursing practices.
- 4-5 Enhances colleagues' personal and professional growth.
- 4-6 Enhances the overall quality and delivery of health services to provide a healthy and supportive work environment.

Comment:

	<p><u>STANDARD FIVE: Ethics</u> Key Elements for Standard Five:</p> <p>5-1 Delivers care in a nonjudgmental and nondiscriminatory manner that is sensitive to student diversity in the school community.</p> <p>5-2 Delivers care in a manner that promotes and preserves student and family autonomy, dignity, and rights.</p> <p>5-3 Acts as a student advocate and assists students to develop skills to advocate for themselves.</p> <p>5-4 Maintains student and staff confidentiality within legal, regulatory, and ethical parameters of health education.</p> <p><u>Comment:</u></p>
--	--

	<p><u>STANDARD SIX: Collaboration</u> Key Elements for Standard Six:</p> <p>6-1 Collaborates with students, families, staff, and colleagues in a manner resulting in quality health care.</p> <p>6-2 Makes a positive impact on collaborative activities in a variety of professional settings including district meetings and professional organization activities.</p> <p>6-3 Makes referrals to care providers and/or community agencies that enable continuity of student care.</p> <p><u>Comment:</u> Nurse</p>
--	--

<p><u>Evaluator's Summary Comments</u></p>
<p><u>Evaluatee's Comments</u></p> <p style="text-align: center; margin-top: 50px;">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>

<p>Signatures indicate that the California Standards for the Nursing Profession 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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APPENDIX E

JOB-SHARE OR SHARED EMPLOYMENT CONTRACT

1. Job-sharing shall refer to two (2) permanent unit members on a regular contracts sharing one (1) teaching assignment. Two unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. Applications shall not be denied except for just cause and such just cause shall be reduced to writing in the case of the denial of an application to participate in a job-sharing arrangement. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. In addition, each unit member shall advance one-half step on the salary schedule for each year of teaching under a job-share assignment only if each unit member works at least 50% of a full contract.
2. Unit members entering into a job-sharing arrangement shall complete the Certificated Partnership Teaching Agreement mutually developed by the Association and the District.
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.

XX
XX

DOWNEY UNIFIED SCHOOL DISTRICT / DOWNEY EDUCATION ASSOCIATION
CERTIFICATED PARTNERSHIP TEACHING AGREEMENT – Page 1

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

CERTIFICATED PARTNERSHIP TEACHING AGREEMENT – Page 2

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 – Page 3

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:
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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

TIP PANEL

Definition of Terms:

- A. **Advisory:** The phase at which time a Consulting Teacher is assigned to assist the Advisory Teacher regarding areas of concern through the development of a support plan and a regular contact and support.
- B. **Peer Assistance:** For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards of the Teaching Profession (CSTP) in the following areas: mastery of content, instructional skills and techniques, alignment to District approved goals and objectives, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.
- C. **Peer Assistance and Review (PAR):** The phase when it has been determined. As a result of the Advisory Phase, the Advisory Teacher has received one or more ratings of unsatisfactory performance as identified on the Advisory Phase Form. For the purpose of this article, peer review describes a process by which the Consulting Teacher shall monitor, guide, and support the progress of his/her assigned Intervention Teacher toward a satisfactory level of classroom performance.

The review process shall include the following:

- 1. Collaboration between the Consulting Teacher, the Intervention Teacher, and the administrator in developing a mutually agreed upon plan for the Intervention Teacher. Any dispute that may result shall be resolved by the Teacher Intervention Program (TIP) Panel.
 - 2. Written reports to the Intervention Teacher to be shared with the TIP Panel and the supervising administrator.
 - 3. A cooperative relationship between the Consulting Teacher and the administrator with respect to the process and content of PAR.
 - 4. An Advisory Form prepared by the Consulting Teacher to be provided to the Intervention Teacher, the TIP Panel, and the supervising administrator. A copy of the Advisory Form shall be placed in the personnel file of the Intervention Teacher and the Advisory Form shall be reflected in the final recommendation of the Intervention Teacher.
- D. **Teacher Intervention Program (TIP) Panel:** The TIP Panel shall be comprised of seven (7) members, the majority of who shall be teachers.
 - E. **Advisory Teacher:** An Advisory Teacher is a teacher who has achieved permanent status and who, after being observed by an administrator has earned one or more ratings of unsatisfactory and who demonstrates a need for assistance, is referred to the TIP Panel which determines the need to participate in the Advisory Phase.

- F. Intervention Teacher: An Intervention Teacher is a teacher who has achieved permanent status and who, after participating in the Advisory process receives an Advisory Form in which one or more ratings of unsatisfactory have been earned, demonstrate a need for assistance as outlined in the performance areas of the Advisory Form. An Intervention Teacher shall participate in both the peer assistance and peer review components of this program.
- G. Volunteer Participating Teacher: A Volunteer Participating Teacher is a teacher who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the TIP Panel to assign a consulting Teacher to provide peer assistance. A Volunteer Participating Teacher shall be involved only in the peer assistance component of this program.
- H. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the TIP Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the TIP Panel. The Consulting teacher shall be released on a full-time basis.

The responsibilities may include:

1. Providing support to Advisory and Intervention Teachers while also documenting evidence of practice.
 2. Supporting Volunteer Teachers
 3. Developing and conducting professional development opportunities for teachers.
 4. Support Induction Teachers
- I. TIP Consulting Teacher Coordinator: A TIP Consulting Teacher Coordinator is a teacher who coordinates activities, and acts as a liaison between district administrators, TIP Panel Members, TIP Consulting Teachers, Mentors Teachers, and Induction Teachers.
 - J. Induction: A program provided by DUSD through the Orange County Department of Education for new teachers to obtain a professional clear credential from the Commission on Teacher Credentialing (CTC).
 - K. Induction Teacher: An Induction Teacher is a new teacher who receives weekly coaching from a Mentor Teacher in order to support the new teachers in their acquisition of the knowledge, skills and core values necessary to become highly qualified professionals who effectively impact student achievement in order to provide a path to obtain a professional clear credential from the Commission on Teacher Credentialing (CTC). All new teachers who hold a preliminary credential(s) will be required to participate in the DUSD New Teacher Induction Program.
 - L. Mentor Teacher: A Mentor Teacher is a teacher who coaches Induction Teachers weekly and follows the Mentor Teacher Agreement.
 - M. Lead Mentor Teacher: A Lead Mentor Teacher is a teacher who works with the Orange County Department of Education to oversee the Induction process and supports a minimum of two (2) Induction Teachers.

Advisory Phase:

The purpose of the Advisory Phase is to provide high quality supports for any practitioner that may be struggling in the (CSTP) 1-5. A recommendation of a Teacher to the Advisory Phase requires a minimum of two formal observations and one reflective conversation with the administrator. Advisory Phase shall only be implemented after concerns or questions of performance have been properly documented on the Recommendation to Advisory Form, submitted to and approved by the TIP Panel.

1. The Advisory Teacher may submit evidence to the TIP Panel and/or appear before the Panel to present information.
2. After reviewing the evidence, the TIP Panel shall make the final decision.
 - If the recommendation is not supported, the practitioner shall be deemed to have met standards satisfactorily. The End of Year Summary form shall be completed by an administrator on the TIP Panel.
 - If the TIP Panel affirms the recommendation for the teacher to participate in the Advisory Phase, a Consulting Teacher shall be assigned to the practitioner to implement the following process:
 - The Consulting Teacher will co-create an improvement plan with the Advisory Teacher and a timeline for implementation.
 - The Advisory Teacher and the Consulting Teacher shall meet an average of two (2) hours per week to implement the improvement plan.
 - The Advisory Teacher and the Consulting Teacher shall meet with the TIP Panel at least every 6 weeks to provide updates on evidence of progress.
 - The Advisory Teacher shall have the right to be represented by DEA staff in any meeting of the TIP Panel that the Advisory Teacher is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.
 - During the Advisory Phase, if the site Administrator has a concern while the Consulting Teacher is working with the Advisory Teacher, the administrator shall call a meeting with the Consulting Teacher and the Advisory Teacher to inform them of concerns. After convening such meeting, the site Administrator may choose to submit evidence to the TIP Panel during the Advisory Phase.
 - At the conclusion of 80 working days of Advisory, the TIP Panel shall determine that:
 - ✓ The Advisory Teacher meets standards in all areas. The End of Year Summary shall be completed and the Advisory Form and supporting documents shall not be placed in the Advisory Teacher's personnel file.
 - ✓ The Advisory Teacher is making progress and shall participate in an additional 80-day Advisory Cycle.
 - ✓ The Advisory Teacher is not meeting one or more standards. The Advisory Teacher shall receive further assistance through referral to the PAR program.

- ✓ Requires a majority vote of the TIP Panel
- ✓ The Advisory Form recommending referral to the PAR program shall be placed in the Advisory Teacher's personnel file.
- Disagreements regarding the procedures in preparing reports and recommendations and which are used as a basis for a referral to the PAR program, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year.

Teacher Intervention Program (TIP) Panel:

- A. The TIP Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Panel. Consensus is the preferred decision making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the PAR Program and five (5) votes shall be required for all other decisions.
- B. The TIP Panel will establish its own standing rules and meeting schedule. If the TIP Panel makes language changes, unanimous decisions must be made, or the recommended language changes must return to the bargaining process. To make program changes or personnel decisions, five (5) members of the TIP Panel must be in agreement. Teachers who are members of the TIP Panel shall be released from their regular duties to attend TIP Panel meetings.
- C. The TIP Panel shall be responsible for the following:
 - Reviewing the Advisory and PAR program reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.
 - Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the programs under the purview of the TIP Panel that shall be subject to final review and approval by the Superintendent and school board.
 - Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.
 - Providing the necessary annual training for the Joint panel members.
 - Selecting and evaluating the Consulting Teachers who are not performing effectively.
 - Selecting trainers and/or training providers.
 - Providing ongoing training for Consulting Teachers.
 - Distributing, annually, a copy of the description and guidelines governing the program, and a year-end summary report to all bargaining unit members, administrators, and school board.

- Making all decisions about eligibility for the Advisory and PAR programs consistent with this agreement.
 - Determining the number of Consulting Teachers in any school year based upon participation in the Advisory and PAR programs, the budget available and other relevant considerations.
 - Approving assignment of additional staff to provide instructional and curricular support to Participating Teachers.
- D. Bargaining unit members of the TIP Panel shall be paid their per diem rate for up to ten (10) extra days per year if required for the program. Bargaining unit members shall receive an annual stipend.
- E. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, TIP Panel members, Consulting Teachers, and administrators may disclose such information only as necessary to administer this article.
- F. A TIP Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
- G. The District shall indemnify and hold harmless members of the TIP Panel from any lawsuit or claim arising out of the performance of their duties under this program.

Participating Teachers:

A. Intervention Teacher

An Intervention Teacher is a teacher with permanent status who has been referred to receive 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 Advisory Form.

The Intervention Teacher shall have the right to submit a written response within twenty (20) days of receipt of the Advisory Form and Intervention Teacher shall also have the right to request a meeting with the TIP Panel and to be represented at this meeting by the Association representative of his or her choice.

The Intervention Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

B. Volunteer Participating Teacher

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. A Volunteer Participating Teacher may terminate his/her participation in the PAR Program at any time.

All communication and documentation between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer Participating Teacher, shall not be shared with others including the site principal, the evaluator, or the TIP Panel.

Any such documentation produced while the teacher is a Volunteer Participating Teacher shall be the property of the Volunteer Participating Teacher and shall not be placed in the personnel file.

C. Consulting Teachers

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Advisory and PAR programs. The following shall constitute minimum qualifications for the Consulting Teacher:

1. A credentialed classroom teacher with permanent status.
2. Five (5) years of recent experience in classroom instruction.
3. A demonstration of exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
4. Submission of two (2) references from individuals with specific knowledge of his or her expertise as follows:
 - Reference from a building principal or immediate supervisor.
 - A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

Consulting Teachers shall be selected by the TIP Panel.

The Term of the consulting teacher shall be four (4) years and a teacher may not serve in the position for more than one (1) term. For the initial year of implementation, terms will be staggered at three (3) and four (4) years.

Consulting Teachers shall provide support on a full-time basis for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance. In addition, the TIP Panel may authorize additional support appropriate to meet the needs of the Participating Teacher.

Functions and other PAR responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall have a work year that includes an additional five (5) days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall receive an annual stipend. This stipend may be prorated if the service is less than one (1) year. Stipends are contingent on continued state funding of the PAR Program.

Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site if a position is available.

The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist the Participating Teacher.

The Consulting Teacher shall meet with the Advisory or Intervention Teacher and the administrator to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the Advisory or PAR program.

The Consulting Teacher shall conduct multiple observations of the Advisory or Intervention Teacher during classroom instruction, including periodic pre-observation and post-observation conferences.

The Consulting Teacher shall monitor the progress of the Advisory or Intervention Teacher as it relates to the CSTP, and shall provide periodic written reports to the Advisory or Intervention Teacher and administrator for discussion and review. A copy of each of the Consulting Teacher's reports shall be submitted to and discussed with the Advisory or Intervention Teacher to receive his or her signature before it is submitted to the TIP Panel. The Advisory or Intervention Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the Advisory Form to the TIP Panel.

The Consulting Teacher shall complete the Summary Evaluation Form and shall be signed by the Consulting Teacher and the Principal. Should the principal be in disagreement with the Summary Evaluation written by the Consulting Teacher, the principal shall prepare a separate Summary Evaluation using the Intervention Teacher Summary Evaluation Form for Administrators. The form shall be signed by the Principal, Intervention Teacher, and Consulting Teacher.

Peer Assistance and Review (PAR) Program:

The primary purpose of this program is to provide assistance and remediation to those teachers who have participated in the Advisory Phase and have been referred for Intervention by the TIP Panel.

- A. A meeting to create an improvement plan shall occur prior to the Intervention Teacher's participation in PAR. This meeting shall involve the Intervention Teacher, the evaluator who evaluated the teacher, and the Consulting Teacher. The Intervention Teacher may request DEA representation at the meeting.
- B. During the period of assistance, the Intervention Teacher's performance relative to the PAR Program guidelines shall be the joint responsibility of the TIP Panel and Consulting Teacher, in collaboration with the administrator.
- C. Communication and consultation with the administrator shall be ongoing. The Consulting Teacher shall share all written evaluation reports during a conference with the Intervention Teacher at least every six (6) weeks. Copies of the written reports will be provided to the administrator and the TIP Panel.

- D. If at any time during the period of assistance, the TIP Panel determines that the Intervention Teacher is unwilling or unable to meet the standards of performance, the TIP Panel may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938.
- E. At the conclusion of the year of remediation, the TIP Panel shall determine that:
 - 1. The Intervention Teacher is now proficient according to California Standards for the Teaching Profession, or
 - 2. The intervention may be extended to a second year if the TIP Panel believes progress is being made and the Intervention Teacher has a reasonable opportunity to meet the standards with an additional year of support, or
 - 3. Further assistance and remediation will not be successful with reasons in support of this conclusion. The School Board may at such time initiate dismissal proceeding.
- F. The deliberation of the TIP Panel shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the administrator, the Intervention Teacher and the DEA representative.
- G. The results of the Intervention Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Intervention Teacher.

Intervention Teacher Due Process Rights:

- A. The Intervention Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the TIP Panel. The member shall be given the opportunity to attach his/her comments to any report submitted to the TIP Panel. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.
- B. The Intervention Teacher shall have the right to be represented by DEA in any meeting of the TIP Panel that the Intervention Teacher is entitled to attend and shall be given a reasonable opportunity to present his/her view concerning any report being made.
- C. Disagreements regarding the procedures in preparing the Advisory Form, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year. The substance of the employee's Advisory Form for competency is not arbitral.
- D. Upon the teacher's written request, all materials at least four (4) years old that are related to the Intervention Teacher's PAR Program, shall be removed from the personnel file and placed in a separate, sealed file.
- E. The TIP Panel in no way diminishes the legal rights of District or bargaining unit members.

Teacher Intervention Program (TIP)

