

# **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, 2018 ~ July 31, 2021**

# **BOARD OF EDUCATION**

**Tod M. Corrin**

**Donald E. LaPlante**

**D. Mark Morris**

**Giovanna Perez-Saab**

**Barbara R. Samperi**

**Martha E. Sodetani**

**Nancy A. Swenson**



**Superintendent**

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

# TABLE OF CONTENTS

Article I	Agreement	Page 1
Article II	Recognition	Page 1 - 2
Article III	Non-Discrimination	Page 2
Article IV	Definitions	Page 2 - 4
Article V	Organizational Security	Page 4 - 7
Article VI	District Rights	Page 8
Article VII	Negotiating Procedures	Page 8 - 9
Article VIII	Grievance Procedures	Page 9 - 13
Article IX	Hours of Employment	Page 13 - 20
Article X	Committees	Page 20 - 22
Article XI	Counselors	Page 22 - 23
Article XII	Psychologists	Page 23
Article XIII	Class Size	Page 24 - 27
Article XIV	Evaluation Procedures	Page 27 - 31
Article XV	Suspension	Page 31 - 35
Article XVI	Personnel File	Page 35 - 36
Article XVII	Transfers	Page 36 - 42
Article XVIII	LEAVES:	Page 42 - 53
	Health Leave	Page 44
	Military Leave	Page 44 - 45
	Maternity Leave, Child Bonding and Child Care Leave	Page 45 - 46
	Application Procedure	Page 46
	Return from Leave	Page 46
	Sick Leave	Page 46 - 48
	Donated Sick Leave	Page 47 - 48
	Industrial Accident or Illness Leave	Page 48 - 49
	Bereavement Leave	Page 49
	Quarantine Leave	Page 49
	Epidemic Leave	Page 50
	Family and Medical Leave	Page 50 - 51
	Jury Duty and Subpoena	Page 51
	Personal Necessity Leave	Page 51 - 52
	Personal Business Leave	Page 53
	Professional Opportunity Leave	Page 53

## **TABLE OF CONTENTS (cont.)**

Article XXIX	Safety	Page 54 - 57
Article XX	Procedures for Reporting Suspected Child Abuse	Page 58
Article XXI	Adult School Teachers	Page 58 - 60
Article XXII	Hourly CTE Teachers	Page 60 - 61
Article XXIII	Summer School Teachers	Page 61 - 62
Article XXIV	Fringe Benefits	Page 62 - 66
Article XXV	Salary Provisions	Page 66 - 67
Article XXVI	Savings	Page 67
Article XXVII	Support	Page 67
Article XXVIII	No Strike Clause	Page 68
Article XXIX	Zipper Clause	Page 68
Article XXX	Signatures	Page 68

## **APPENDICES**

Appendix A	Salary Schedules/Rates Provisions	Page 69 - 85
Appendix B	School Calendars	Page 86 - 88
Appendix C	Waiver of Right to Sue Under the Civil Rights Act	Page 89
Appendix D	Evaluation Forms	Page 90 - 118
Appendix E	Job Share Contract	Page 119 - 122
Appendix F	Site Based Decision Making and Waiver Request	Page 123 - 125
Appendix G	TIP Panel	Page 126 - 134

**ARTICLE I ~ AGREEMENT**

- A. Any individual contract between the Board and an individual member of the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of 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 website.
- D. This Agreement shall remain in full force and effect from August 1, 2018, through July 31, 2021.

**ARTICLE II ~ RECOGNITION**

- 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	Psychologist

- 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	Substitute Teacher
Assistant Principal	

- 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.

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

### **ARTICLE III ~ NON-DISCRIMINATION**

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

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

### **ARTICLE IV ~ DEFINITIONS**

#### **A. "Teacher"**

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

#### **B. "Regular Contracted Teachers"**

Refers to all teachers who are employed for one semester or more.

1 C. **“Combination Class Teacher”**

2  
3 The unit member with the most seniority will have the first choice to accept/decline a  
4 general education combination class. After a teacher has served as a general  
5 education combination class teacher, additional assignments may be offered to the  
6 next teacher in seniority ranking to provide equity to all permanent general education  
7 teachers who choose to be considered for a general education combination class  
8 teacher. A current satisfactory evaluation or regular teacher performance is required  
9 to be a general education combination class teacher (examples: no U, TIP  
10 recommendation or TIP Participation; except in case of self-referral). A teacher whom  
11 is not teaching due to an extended absence or leave, shall not be entitled to earn the  
12 additional pay of \$7,500 during their absence.

13  
14 D. **“School Day”**

15  
16 Means a day and time during which students are required to be in attendance.  
17

18 E. **“Teacher Workday”**

19  
20 Means a day and time during which teachers are required to be on the job.  
21

22 F. **“Teacher Work Year”**

23  
24 Will be extended to 185 days (180 instructional, five (5) student free days/staff  
25 development). These two additional days will be added to the 2018-19 and 2019-20  
26 school calendar, but will sunset at the completion of the 2019--20 school year.  
27

28 G. **“Board of Education”**

29  
30 Shall mean the public-school employer.  
31

32 H. **“Day”**

33  
34 Shall mean any day in which the District Administration Office is open for business.  
35

36 I. **“Immediate Family”**

37  
38 Shall mean the child, parent, stepparent, grandparent, grandchild, brother, sister, aunt  
39 or uncle, niece or nephew of the teacher or of the spouse or registered domestic  
40 partner of the teacher, and the spouse or registered domestic partner, stepchild, son  
41 in-law, daughter-in-law, brother-in-law, sister-in-law of the teacher; or any person  
42 living in the immediate household of the teacher.  
43

44 J. **“District”**

45  
46 Shall mean the Board of Education.

1  
2 K. **“Immediate Supervisor”**  
3

4 Shall mean that member of the District Management Team who has immediate  
5 jurisdiction over a teacher.  
6

7 L. **“Evaluator”**  
8

9 Shall mean the chief administrative officer designee of the school or department to  
10 which a teacher is assigned and by whom the teacher is evaluated. This excludes  
11 school department heads from being evaluators.  
12

13 M. **“Preparation Period”**  
14

15 Shall mean a preparation period which is an assigned period set aside for all regular  
16 classroom teachers to be used for personal job-related preparation and planning  
17 purposes, teacher/student conferences, teacher/parent conferences,  
18 teacher/consulting teacher, and teacher/administrator conferences and for covering  
19 another teacher's classes in an emergency situation on an equitable basis between  
20 teachers having a common preparation period. A teacher's preparation period may be  
21 used for teacher/administrator conferences only if mutually agreed upon the teacher  
22 and the administrator involved. The two and one-half hours of time provided to  
23 elementary teachers for preparation purposes shall be used for the same purposes  
24 enumerated in the definition of a preparation period as stated above.  
25

26 N. **“Reasonable Educational Needs”**  
27

28 Shall include, but not be limited to, affirmative action, the need for bilingual and/or  
29 bicultural qualifications, any needed male/female staffing balance, and extra-curricular  
30 activities.  
31

32 O. **“Seniority”**  
33

34 Shall be determined by the first date of paid service in a probationary position to the  
35 District.  
36  
37  
38

39 **ARTICLE V ~ ORGANIZATIONAL SECURITY**  
40  
41

- 42 A. Official representatives of the Association shall be permitted to transact official  
43 Association business with the members of the bargaining unit on a personal level, on  
44 school property, at those times teachers are not involved in other assigned duties.  
45 The members of the Association shall be allowed reasonable use of school facilities  
46 for the purpose of meeting(s).  
47



- 1 B. The Association, through designated officers, professional staff, and faculty  
2 representatives, shall have freedom to post notices of activities and all other printed  
3 matters of Association concern on bulletin boards designated for Association use, at  
4 least one of which shall be provided by the District in each school building in  
5 work/lounge areas frequented by teachers.  
6
- 7 C. The Association, through designated officers and professional staff, shall be accorded  
8 freedom to utilize District email and the District's inter-school mail service and shall be  
9 granted access to and utilization of teacher mailboxes located at each school site to  
10 distribute printed matters of Association concern to all teachers. All such materials  
11 sent through District inter-school mail service and/or placed in teacher mailboxes shall  
12 be clearly identified with the Association's name on it. The Board shall provide inter-  
13 school mail pick-up and delivery service between the Association office and all school  
14 sites and administration offices of the District, at no charge to the Association.  
15
- 16 D. Names, complete addresses, telephone numbers, email addresses, job titles and  
17 work locations of teachers represented by the Association shall be provided to the  
18 Association no later than 30 days after a teacher is hired. Those addresses and  
19 telephone numbers formally designated as confidential by individual teachers through  
20 the exercise of existing law covering confidentiality of such information shall be  
21 deleted from the listing, but in every case, the name, job title, and work location of  
22 each teacher in the bargaining unit shall be provided by the District. The District will  
23 apprise the Association of all changes which occur on at least a bimonthly basis.  
24
- 25 E. Upon appropriate written authorization from the teacher, the Board shall deduct from  
26 the salary of any teacher and make appropriate remittance of annuities, credit unions,  
27 charitable donations, and any other plans or programs jointly approved by the Board  
28 and the Association.  
29
- 30 F. The Board shall provide a station-to-station intra-district telephone service, through its  
31 central switchboard to the Association's office faculty. The Board shall charge the  
32 Association \$200.00 per school year for this service.  
33
- 34 G. At the beginning of every school year, the Association shall be credited with forty-five  
35 (45) days of District paid released-time days to be used by teachers who are officers  
36 or agents of the local chapter (DEA) of the Association for Association business. The  
37 Association agrees to notify the Superintendent/Assistant Superintendent, Certificated  
38 Human Resources, no less than twenty-four (24) hours before the dates(s) for  
39 intended use of said leave.  
40
- 41 H. The Association shall submit a list by September 1 of each school year of all dates of  
42 regularly scheduled Association meetings. The District will make every effort to  
43 provide coordination between the Association's selected dates and those dates which  
44 may be in conflict with the District's scheduled meetings. Scheduling of after school  
45 meetings on those days listed where members of the bargaining unit are expected to  
46 attend or wish attend if eligible will be avoided whenever possible.  
47

1 I. For the term of this Agreement, any teacher other than adult school teacher teaching  
2 less than thirteen (13) hours per week, who is not a member of the Association or  
3 who does not make application for membership within thirty (30) days of September  
4 1st, of each successive school year and thereafter within thirty (30) days of  
5 commencement of his/her duties, shall, as a condition of continued employment,  
6 either become and remain a member of the Association or pay, via cash or payroll  
7 deductions, to the Association a fee in an amount equal to the dues, fees, and  
8 assessments of members of the Association. The District shall enforce the above  
9 provisions by utilization of Government Code Section 3540.1i(2) and Article V.

10  
11 J. A teacher who is a member of a religious body whose traditional tenets or teachings  
12 include objections to joining or financially supporting employee organizations shall  
13 pay a sum equal to the representational fee for members of the Association to one of  
14 the following charitable organizations:

- 15
- 16 1. Downey Student Scholarship Fund
- 17 2. Foundation to Assist California Teachers
- 18 3. Christa McAuliffe Institute for Education Pioneering, a component of the National
- 19 Foundation for the Improvement of Education
- 20 4. Red Cross
- 21 5. American Cancer Society
- 22

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

32  
33 K. The Association shall not seek to cause the discharge of a teacher for any reason  
34 other than his/her failure to tender the dues or service fees provided for in this Article.

35  
36 L. Pursuant to such payroll deduction authorization(s), the Board shall deduct 1/10 of  
37 such dues/fees from the regular salary check of the teacher each month for ten (10)  
38 months. Deductions for teachers who signed such authorization after the  
39 commencement of the school year shall be appropriately prorated to complete the  
40 payment by the end of the school year. Association members who currently have  
41 authorization cards on file for the above purposes need not be re-solicited.  
42 Association dues and fees, upon formal request from the Association to the District,  
43 shall be increased or decreased with solicitation and authorization from the teachers.

44  
45 M. The right of payroll deduction check-off privileges for payment of organization dues  
46 shall be accorded by the Board exclusively to the Association, and shall not be

1 accorded to any other organization whose members are part of the bargaining unit  
2 represented by this Agreement.  
3

4 N. With respect to all sums deducted by the Board pursuant to the authorization of the  
5 teacher for membership dues, the Board agrees promptly to remit such monies to the  
6 Association along with an alphabetical list of teachers for whom such deductions have  
7 been made and to indicate any changes in personnel from the list previously  
8 furnished.  
9

10 O. The rights and privileges of the Association and its representatives as outlined in this  
11 Agreement, excluding Sections B and C of Article V shall be granted only to the  
12 Association as the exclusive representative of the teachers, and to no other  
13 organizations having District teachers as members.  
14 The Association and the District agree that any unit member who is a member of the  
15 Association at the time this Agreement becomes effective or who enrolls during the  
16 term of the Agreement shall maintain such membership for the duration of this  
17 Agreement. This provision shall not deprive any member of the right to terminate her  
18 or his membership within the 30-day period following the expiration of the Agreement.  
19 If a member who is covered by the maintenance of membership requirement  
20 withdraws authorization for dues deduction and/or refuses to provide the Association  
21 with a lump sum cash payment of dues for the year, the District shall deduct  
22 membership dues as provided in Education Code Section 45601.  
23

24 P. Beginning with the 2015-16 school year the Association President may be released  
25 one hundred percent (100%) of his/her assignment (at the discretion of the DEA  
26 Board of Directors) under the following conditions and procedures:  
27

28 1. The President shall be released from his/her regular duties in the District. The  
29 District shall pay the same salary and fringe benefits he/she would have received  
30 without the loss of seniority or other rights and benefits. The District shall return  
31 the President to the same teaching position and site at the completion of his/her  
32 term in office unless he/she and the District's designee mutually agree upon  
33 another school site.  
34

35 2. DEA additionally agrees that Twenty-Seven Thousand Dollars (\$27,000) shall be  
36 allocated to the General Fund of the District from the DEA, to be paid annually  
37 within 30 days of receipt of a District invoice.  
38

39 Q. No reprisals of retaliation shall be taken against members of the Association for the  
40 good faith exercising of their roles, duties, and responsibilities as representatives  
41 and/or officers of the Association.  
42

43 R. Beginning with the 2017-18 school year, the District will provide DEA access to a new  
44 employee orientation. The District will give at least a 10-day notice of a new  
45 employee orientation except when the need for orientation is urgent and  
46 unforeseeable, and, upon request, must meet and confer with Unions over the  
47 structure, time and manner of Union access to orientations. (Govt. Code, § 3556).

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

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

- ## ARTICLE VII ~ NEGOTIATING PROCEDURES

- 46

- 1 C. Regularly scheduled negotiation meetings shall be established on a reasonable and  
2 mutually agreed basis between the respective bargaining teams, normally at the  
3 beginning of the bargaining for a successor Agreement.  
4
- 5 D. During negotiations, the District and the Association shall present data and exchange  
6 information about their respective positions. The District agrees to keep the  
7 Association fully informed on all aspects relating to the development of the District's  
8 fiscal budget each year. The District agrees to share with the Association enrollment  
9 projects, preliminary budget, quarterly budget summaries, publication budgets,  
10 adoptive budget, such County and State reports as the District prepares and the  
11 Association may request, and any other information of the District which will help  
12 facilitate negotiations.  
13
- 14 No later than December 1, the Board shall furnish the Association with a report  
15 showing the placement on the salary schedule of all certificated personnel in the  
16 bargaining unit as of October 1 of each school year.  
17
- 18 E. Either party may utilize the services of outside consultants and/or professional  
19 representatives to help facilitate the negotiating process. Said consultants and  
20 professional representatives shall be reimbursed by the respective parties seeking  
21 such service.  
22
- 23 F. The representatives appointed by each party shall have power to negotiate for that  
24 party and to make tentative and temporary agreements. However, the final agreement  
25 shall be contingent upon ratification by the Board of Education of the District and the  
26 Association.  
27
- 28 G. Negotiating sessions shall be scheduled by mutual agreement. The initial session  
29 shall be held no later than ten (10) days after a formal request by either party. All  
30 sessions will begin at a time and location mutually agreed upon.  
31
- 32 H. The Association and the Board shall designate not less than three (3) or more than  
33 seven (7) representatives to appear on their behalf for the purposes of meet-and-  
34 negotiate sessions. The Association and the Board may designate alternate  
35 representatives, but in no case shall the number of representatives exceed seven (7).  
36 Either the Association or the Board may utilize the services of consultants to assist in  
37 meet-and-negotiate sessions in addition to each party's seven (7) respective  
38 representatives.  
39  
40  
41

## 42 **ARTICLE VIII ~ GRIEVANCE PROCEDURES**

43  
44

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

1 Informal Level

- 2
- 3 A. Before filing a formal written grievance, the grievant shall attempt to resolve it with an
- 4 informal conference with the immediate supervisor or, in the Association's case, at the
- 5 level where the alleged grievance occurred. The grievance shall be presented to the
- 6 grievant's immediate supervisor or, in the Association's case, to the level where the
- 7 alleged grievance occurred, within thirty (30) teacher workdays of the time the
- 8 grievant could have known of the event giving rise to the grievance.
- 9
- 10 B. The immediate supervisor in the case of a teacher grievance, or the Administrator
- 11 dealing with an Association grievance, will give his/her answer to the teacher or the
- 12 Association, respectively, by the end of the fifth (5) teacher workday or a period
- 13 mutually agreed to, following the presentation of the grievance. The giving of such
- 14 answer terminates informal hearings unless both parties mutually agree to meet again
- 15 on the matter at this level.
- 16
- 17 C. At this level, the teacher may, at his/her option, have an Association representative
- 18 present who may not participate in the discussion except by mutual agreement of the
- 19 immediate supervisor and the grievant. In the case of an Association grievance,
- 20 except by mutual agreement, only the Association's designated representative and
- 21 the appropriate Administrator shall be in attendance.
- 22

23 Formal Level – Step One

- 24
- 25 A. If the grievance is not resolved at the informal level, the grievant may, within five (5)
- 26 teacher workdays from the date he/she received his/her immediate supervisor's
- 27 answer or in the Association's case, from the appropriate Administrator, request a
- 28 formal review by the said Supervisor or Administrator by filing a grievance with the
- 29 Grievance Officer and the immediate Supervisor on an official District form. The
- 30 Grievance Officer (designated by the Superintendent) shall provide the forms, if
- 31 needed, for the submission of the request stating the following information:
- 32
- 33 1. The name of the grievant submitting the grievance.
- 34
- 35 2. The name of the grievant's representative, if any.
- 36
- 37 3. A description of the general and specific grounds of the grievance, including the
- 38 names, times, places and events.
- 39
- 40 4. The section of the contract upon which the grievance is being filed.
- 41
- 42 5. A statement of steps initiated by the aggrieved to resolve the difficulty, and the
- 43 decision rendered.
- 44
- 45 6. A listing of the specific actions which the aggrieved unit member desires to
- 46 remedy the grievance.
- 47

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

3  
4 B. During the formal grievance process, the grievant, if a teacher, shall be entitled to  
5 have an Association representative present. This right of representation shall also  
6 apply to the immediate supervisor involved. The aggrieved teacher and his/her  
7 representative, if any, shall be given at least two (2) teacher workdays notice of the  
8 conference and an opportunity to participate. The teacher shall be present at this  
9 conference, except that he/she need not attend where it is mutually agreed that no  
10 facts are in dispute and that the sole question is one of interpretation of a provision of  
11 this agreement.

12  
13 C. The Association shall receive copies of all non-confidential documents about the  
14 grievance during the formal process.

15  
16 D. The immediate supervisor or administrator to whom the formal review is being made  
17 shall: (1) hold a conference with the grievant within seven (7) teacher workdays after  
18 receiving the appeal; (2) obtain additional information as he/she deems appropriate,  
19 and (3) within seven (7) teacher workdays after the conference with the grievant,  
20 summarize his/her findings and his/her decision in writing, and submit copies to the  
21 aggrieved party (individual or Association), the Association, and the Grievance  
22 Officer.

23  
24 Formal Level – Step Two ~ Superintendent

25  
26 A. If the grievance is not resolved at the Formal Level – Step One, the grievant may,  
27 within five (5) teacher workdays of receipt of a response from the immediate  
28 supervisor, appeal in writing on the appropriate form to the Superintendent or  
29 designee. The written appeal shall include a copy of the original grievance, the  
30 decision rendered at previous steps, and a clear, concise statement of the reason for  
31 the appeal.

32  
33 B. The Superintendent or designee shall render a decision within ten (10) teacher  
34 workdays after receiving the appeal. Either the grievant or the Superintendent or  
35 designee may request a personal conference within the time limits allowed. Either  
36 party may have a conferee present.

37  
38 Formal Level – Step Three ~ Board of Education

39  
40 A. If within five (5) teacher workdays from the day of the receipt of the decision at Formal  
41 Level – Step Two, the grievant is dissatisfied with the decision, he/she may appeal to  
42 the Board of Education.

43  
44 B. At their respective requests, the aggrieved party (individual or Association), the  
45 Association, the representative of the grievant's own choosing, the parties named in  
46 the grievance, the immediate supervisor and/or the Superintendent and/or designee  
47 shall be permitted to make statements to the Board of Education at the meeting when

1 the matter is reviewed. At the grievant's option, the hearing shall be heard in  
2 executive session.

- 3  
4 C. The Board of Education shall render its decision within twenty (20) teacher workdays  
5 of the receipt of the appeal.

6  
7 Formal Level – Step Four ~ Arbitration

- 8  
9 A. If the grievance is not resolved at Formal Level – Step Three, the grievant may  
10 request that the Association submit the grievance to arbitration. No grievance shall be  
11 submitted to arbitration without a prior formal approval of the Board of Directors of the  
12 Association. The grievant shall make such request to the Association with seven (7)  
13 teacher workdays after receiving the Formal Level – Step Three decision. The  
14 Association shall notify the Superintendent within seven (7) teacher workdays after  
15 receipt of the request from the grievant that the grievance has been submitted to  
16 arbitration.

- 17  
18 B. The Association and the Superintendent or designee shall attempt to agree upon an  
19 arbitrator. If no agreement can be reached within five (5) teacher workdays, they shall  
20 request that the California State Conciliation Service supply a list of five (5) names of  
21 persons who are experienced in arbitration.

- 22  
23 C. Within five (5) teacher workdays after receipt of the list of names, each party shall  
24 alternately strike names until only one name remains. The order of striking will be  
25 determined by the flip of a coin.

- 26  
27 D. The fee and expenses of the arbitration shall be borne equally by the Board and the  
28 Association. All other expenses shall be borne by the party incurring them, and  
29 neither party shall be responsible for the expense of the witnesses called by the other,  
30 except for release time as provided by law.

- 31  
32 E. It shall be the function of the arbitrator to make an award that will be final and binding  
33 on the parties. The arbitrator shall have no power to add to, subtract from, disregard,  
34 alter or modify any of the terms of the Agreement, or to require the commission of an  
35 act prohibited by law. The arbitrator shall be restricted from making an award that is  
36 not based upon violation or inequitable application of this Agreement, nor shall the  
37 arbitrator make an award based upon an incident that occurred prior to the effective  
38 date of this Agreement or prior to the start of the payroll period in which the event(s)  
39 giving rise to the grievance occurred.

- 40  
41 F. Any denial of the grievance by the District on the grounds that it is not a grievance,  
42 i.e. the grievance is not within the definition of a grievance or the grievance was not  
43 filed on a timely basis, shall be ruled upon by the arbitrator. If the arbitrator rules that  
44 the issue is a grievance, the matter shall be returned to Formal Level - Step Two. The  
45 arbitrator shall be automatically excluded from the ruling on the merits of the claim  
46 should it eventually reach Level Four, unless the District and the Association mutually  
47 agree in writing to the contrary.



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

5  
6 Governing Regulations

- 7  
8 A. A grievant may be represented at all stages of the grievance by an Association  
9 representative(s).  
10 B. All records, including documents and communications related to the procession of the  
11 grievance, shall be filed by the Grievance Officer separate from personnel files. At the  
12 conclusion of the case, all data shall be sealed; access to the data shall be authorized  
13 by the Grievance Officer only with the consent of the parties involved.  
14  
15 C. No teacher shall suffer reprisals or reduction in status as a result of having presented  
16 a grievance or having represented or having been a witness for a teacher concerning  
17 a grievance.  
18 D. Nothing contained herein will be construed as limiting the right of any teacher alleging  
19 a grievance to discuss the matter informally with any appropriate member of the  
20 administration or to have the grievance adjusted without intervention of the  
21 Association, provided the adjustment is not inconsistent with the terms of the  
22 Agreement and that the Association has been given an opportunity to be present at  
23 such adjustment and to share its views.  
24  
25 E. Failure at any step of this procedure to communicate the decision on a grievance  
26 within the specified time limits shall permit the aggrieved teacher to proceed to the  
27 next step. Failure at any step of this procedure to appeal a grievance to the next step  
28 within the specified time limits shall be deemed to be acceptance of the decision  
29 rendered at that step. The time limits specified in any step of this procedure may be  
30 extended, in a specific instance, by mutual agreement.  
31  
32 F. Time limits begin the day following the filing of the grievance, the reply to the  
33 grievance, the holding of a conference, the receipt of a reply to a conference, etc.  
34  
35 G. The parties may mutually agree to utilize expedited arbitration procedures.

36  
37  
38  
39 **ARTICLE IX ~ HOURS OF EMPLOYMENT**

- 40  
41  
42 A. The length of the teacher's workday shall be structured and directed on an equitable  
43 basis by the immediate administrator. The teacher's instructional day starts thirty (30)  
44 minutes before the start of the school day and is governed by their professional  
45 responsibility rather than by a fixed ending time. On early out days, teachers are  
46 required to stay to the end of a typical student day. Professional responsibilities  
47 include, but are not limited to, providing classroom instruction; planning, selecting and

1 preparing materials; evaluating work of pupils; analyzing, interpreting, and  
2 documenting student achievement; providing leadership for organizations and  
3 activities; participating in meetings; collaborating with colleagues; and conferencing  
4 with students, parents, administrators, and other staff members. The time provided for  
5 early dismissal schedules and pupil-free days are utilized for professional  
6 responsibilities on campus as defined above.  
7

8 B. The District shall have the option of varying the starting and ending times of the  
9 teacher's workday at any school site by up to a maximum of 15 minutes, so long as  
10 the total teacher workday does not exceed seven and one-half (7.5) hours.  
11

12 C. Middle and high school teachers shall be assigned five (5) teaching periods per  
13 school day. High school and middle school teachers may volunteer to teach a zero (0)  
14 period before school or a seventh (7th) period after school and have their consecutive  
15 seven and one-half (7.5) hour workday adjusted accordingly. Each school site  
16 implementing this program shall develop a site-specific plan, subject to approval from  
17 DEA and the District that shall cover the teacher workday, attendance at faculty  
18 meetings, and administrative services and support in connection with the utilization of  
19 this provision.  
20

21 D. If a teacher voluntarily accepts the assignment of classes requiring more than three  
22 (3) subject preparations, said teacher shall formally state such willingness in written  
23 form. This may be accomplished through the use of a written form or document at  
24 each school site that specifically includes a section that clearly establishes whether  
25 the assignment of a schedule requiring more than three subject preparations is  
26 undertaken by the teacher on a voluntary or involuntary basis. A copy of that form or  
27 document shall be forwarded to the office of the Downey Education Association by  
28 the site administrator no later than the end of the first school month. A subject  
29 preparation is defined as any situation in which the teacher must specifically prepare  
30 lessons, lectures, tests or other activities, for any class having a different course title  
31 or different identified ability levels within a course title. If a teacher is assigned  
32 involuntarily more than three subject preparations in any one school year, he/she  
33 shall not be assigned involuntarily more than three subject preparations in the next  
34 two school years. Recognizing the unique needs of continuation education, Columbus  
35 High School shall be exempt from this provision.  
36

37 E. Full-time middle and high school classroom teachers shall be assigned a preparation  
38 period equivalent in length to a teaching period within the six-period day. For the  
39 purpose of state testing, the preparation periods may be modified. Teachers shall not  
40 be required or allowed to utilize assigned preparation periods for any purpose not  
41 specifically allowed/recognized in the definition of the stated purpose of "preparation  
42 period" contained in Article IV of this Agreement or as specified otherwise in this  
43 Agreement.  
44

45 F. Full-time elementary classroom teachers teaching grades four (4) and five (5) shall be  
46 allocated 150 minutes per week, in blocks of time no less than 50 minutes each. One  
47 hundred minutes of preparation time shall be provided each week within the student

1 instruction day totally supervised and graded by one or more traveling teachers  
2 specifically hired by the District to provide such service. Once per week, on a  
3 standardized basis per school site (same day per school each week), each 4<sup>th</sup> and 5<sup>th</sup>  
4 grade teacher's students shall be sent home, on a modified day, 50 minutes prior to  
5 the end of the normal student instruction day to provide their respective 4<sup>th</sup> and 5<sup>th</sup>  
6 grade teachers 50 minutes of additional preparation time following the end of such  
7 modified student instructional day to begin the first full day of instruction and continue  
8 through the last full day of instruction. On such modified days when students are sent  
9 home 50 minutes early to provide preparation time, no school site administrator shall  
10 hold/allow any school meeting for the school's certificated staff, as provided in Section  
11 I Article IX of the Master Agreement. Full-time elementary classroom teachers  
12 teaching grades TK, K, 1, 2 and 3 shall be guaranteed thirty (30) minutes for  
13 preparation purposes immediately following each non-modified student instructional  
14 day. During this half-hour block of time, no administrator shall mandate any  
15 requirement, schedule or hold any meetings, or require any form of duty that will  
16 impact adversely on the primary teacher's right to have the full thirty (30) minutes  
17 preparation time set aside exclusively for his/her respective preparation.  
18

19 G. A full-time teacher shall be assigned one daily, thirty-five (35) minute, duty-free,  
20 uninterrupted lunch period, including passing time. Any teacher may, on a strictly  
21 voluntary basis, offer to provide student supervision to the District during his/her  
22 assigned lunch period at an established hourly rate of pay of not less than the rate  
23 paid for "Other Hourly" services enumerated in Appendix A of this Agreement. A  
24 respective school site principal shall solicit said voluntary service for up to one  
25 semester at a time. The Principal shall make a good faith effort to rotate lunch  
26 supervision among all volunteers based upon need, funds, availability of volunteers,  
27 and the quality of supervision demonstrated by those who volunteer.  
28

29 H. Attendance of teachers at principal-scheduled faculty meetings and professional  
30 development activities shall not extend beyond eight (8) hours from the start of the  
31 teacher's workday. Such extended-day meetings shall be limited to one (1) day per  
32 any school week or portion thereof, to attend any administratively called faculty  
33 meeting, grade level or department meeting, Professional Learning Committee (PLC)  
34 meeting, or any other in-service or training activity. Administrative called meetings the  
35 week of Back to School Night, Open House and the week Report Cards are due shall  
36 not extend beyond the 7.5-hour workday. No afterschool meetings shall take place  
37 on the day before a holiday.  
38

39 A school with an adjusted schedule shall hold their meetings on the designated  
40 meeting day unless mutually agreed to by the District and Association.  
41

42 I. Administrators shall make a good faith effort to provide at least a twenty-four (24)  
43 hour notice before calling any District, faculty, department, or grade level meeting,  
44 except as required. In the case of an emergency, the twenty-four (24) hour notice may  
45 be waived.  
46

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

- 5
- 6 1. The site administrator shall ask for volunteers to provide the necessary student  
7 supervision and those volunteers shall be paid at the hourly rate as established in  
8 Appendix A.
  - 9 2. Should an insufficient number of individuals volunteer, then all members of the  
10 certificated bargaining unit at that site shall be placed on a supervision schedule  
11 that equitably distributes the required supervision. These individuals shall be paid  
12 at the hourly rate established in Appendix A.

13  
14 Teachers may voluntarily provide student supervision at an hourly rate provided  
15 in Appendix A.  
16

17 K. No teacher shall be compelled to attend any school-sponsored night meeting past  
18 9:00 p.m. No teacher shall be required to attend more than two (2) school-sponsored  
19 night meetings per school year other than on a voluntary basis. This provision shall  
20 not be construed to cover teachers assigned to perform paid extra-duty assignments.  
21 If a teacher misses either scheduled school-sponsored night meetings (Back to  
22 School Night or Open House), they will be required to submit a 2.5-hour Absence  
23 Affidavit.  
24

25 L. Members of the bargaining unit may be assigned adjunct duties on a reasonable and  
26 equitable basis consistent with past practices.  
27

28 M. Members of the bargaining unit are entitled to relief breaks in the morning and  
29 afternoon. No teacher shall be expected to instruct or supervise students for more  
30 than two (2) hours and twenty (20) minutes without a relief break.  
31

32 N. With respect to various meetings required by Federal and State Regulations  
33 governing individualized education programs for special education students and for  
34 meetings held about students who may qualify under Section 504 of the Rehabilitation  
35 Act of 1973, the following shall apply:

- 36
- 37 1. The District shall make a good faith effort to schedule such meetings during daily  
38 work hours rather than at night.
  - 39
  - 40 2. The District shall schedule the meetings in such a way as to minimize the time  
41 demand on teachers including: scheduling of several such meetings on the same  
42 day, during release time, on a minimum day, on a voluntary basis acceptable to  
43 the teacher, and/or for a paid rate equivalent to the current day-to-day substitute  
44 rate at a Saturday meeting scheduled by the District.
  - 45
  - 46 3. The District will make a good faith effort to rotate the attendance of general  
47 education teachers at IEP meetings, as determined by the site administrator. The

1 site administrator will maintain the practice of identifying general education  
2 teachers who work with the particular student and/or who can speak to the  
3 progress and programming options for the students.  
4

- 5 4. Classroom teachers may elect, but shall not be required, to be the IEP  
6 Administrative Designee before or after school and during their preparation  
7 period. The District shall provide substitute teacher coverage for the class(es) of  
8 any teacher required to attend a District or site administrator-sponsored or  
9 approved meeting/activity during the time the teacher would normally be teaching  
10 a class(es).  
11

12 O. The District shall make a reasonable, good faith effort to hire regular substitute  
13 teachers when classroom teachers are absent through no cause created by the  
14 District or approved in advance by the District. If, however, the District is unable to  
15 find a day-to-day substitute for an absent teacher whose absence is not caused or  
16 approved in advance by the District, the principal of the school in question shall ask  
17 for a volunteer(s) to cover the absent teacher's class(es). Volunteers shall be paid at  
18 the end of each semester on the following basis:  
19

- 20 1. At the Middle and High School level, the volunteer teacher(s) shall receive one-  
21 fifth of the pay of the daily long-term substitute rate per period taught. At least  
22 fifteen (15) minutes of time per period must be spent substituting before pay will  
23 be provided for that period.  
24
- 25 2. At the Elementary School level, the volunteer teacher shall be paid when no  
26 substitutes are available. The students from the absent teacher's class shall be  
27 equitably distributed among no more than five (5) volunteers appointed by the  
28 principal. The teacher volunteer(s) receiving the students shall equally divide the  
29 prevailing long-term substitute rate of pay, computed on an hourly basis (with the  
30 hourly rate being one-fifth of the daily long-term rate). At least fifteen (15) minutes  
31 of the time must be spent substituting before pay will be provided. In no instance  
32 will the total substitute pay paid to teachers receiving students (because of the  
33 absence of one teacher) exceed the daily long-term substitute pay rate.  
34
- 35 3. In the case where no one or an insufficient number of teachers volunteer under  
36 either Section 1 or 2 above, a teacher or teachers shall be appointed by the  
37 principal to provide substitute coverage, on an equitable basis, and on the same  
38 pay basis as enumerated for volunteers above.  
39

40 P. The calendar for each school year falling within the term of this Agreement will be  
41 posted on the District web.  
42

43 Q. For parents who are unwilling to attend elementary parent conferences within the  
44 regular teacher workday, the teacher shall have the discretion as to whether a  
45 conference will be held beyond the regular teacher workday.  
46

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

6  
7 S. Less than full-time teaching positions shall be reviewed on an annual basis. Teachers  
8 shall be notified by April 30 of their employment status for the upcoming school year.

9  
10 T. PERMITTING ADDITIONAL PERIOD OF INSTRUCTION BY FULL-TIME MIDDLE  
11 AND HIGH SCHOOL TEACHERS

- 12  
13 1. The Association and the District have agreed that, in certain situations, bargaining  
14 unit members at the middle and high school level may teach an additional period  
15 beyond the normal five (5) periods of instruction as established on Contract Article  
16 IX, Section G, and be compensated at an additional eighteen percent (18%) of the  
17 individual's salary. The District and the Association further agree that this  
18 provision shall not be utilized to replace or eliminate teaching positions, and the  
19 District shall determine the staffing ratio for each middle and high school and  
20 shall make an effort to fill all open positions with appropriately credentialed  
21 teachers. Should the need for additional periods of instruction still exist once a  
22 site is fully staffed, then the District and Association agree that a limited number of  
23 additional periods may be offered under this section. The utilization of this  
24 provision shall be limited to the procedures and restrictions established in this  
25 section.
- 26  
27 2. The Association and the District mutually agree that this program is to address a  
28 critical need in the District and does not represent an attempt to eliminate or  
29 diminish the need for teachers to have a preparation period within the workday.
- 30  
31 3. No unit member shall be required to teach an additional period; participation in  
32 such arrangements shall be entirely voluntary.
- 33  
34 4. Non-Permanent teachers shall not normally be utilized to teach an additional  
35 period. Should a school site wish to have a nonpermanent teacher teach an  
36 additional period, it will require the approval of the Association and the  
37 Superintendent or the Superintendent's Designee.
- 38  
39 5. Selection of bargaining unit members for teaching an additional period shall be  
40 based on the following selection priority ranking.

41  
42 First offer of position based on:

- 43  
44 a. seniority with the department.
- 45  
46 b. recency of experience.
- 47  
48  
49

1       Second offer of position based on:  
2

- 3       a. school site seniority and subject matter competency.  
4

5       Third offer of position based on:  
6

- 7       b. District seniority.  
8

9       After the first five (5) weeks of the semester or trimester have passed, should the  
10      need for additional periods arise, the site administrator may offer the assignment  
11      of an additional period to an individual teacher who has the appropriate credential  
12      and period opening so as not to disrupt the established schedules of the other  
13      teachers and students.  
14

- 15      6. Assignment of an additional period of instruction shall be based on need. After a  
16      teacher has served in an extra period assignment, additional assignments may be  
17      offered to the next teacher in seniority ranking in the department to provide equity  
18      to all permanent teachers who choose to be considered for an extra period  
19      assignment. A current satisfactory evaluation of regular teacher performance is  
20      required for additional period instruction (examples: no U, TIP recommendation or  
21      TIP Participation; except in the case of self-referral). A teacher whom is not  
22      teaching due to an extended absence or leave, shall not be entitled to earn the  
23      additional pay of 18% during their absence.  
24

25      The following positions are not eligible for extra period assignments:  
26

- 27      a. EL Coordinator  
28      b. Title I Coordinator  
29      c. Activities Director  
30      d. Athletic Director  
31      e. Resource Teacher  
32      f. Librarian  
33      g. Testing Coordinator  
34      h. Counselor (excluding Columbus High School and only when there is no  
35      eligible teacher)  
36

- 37      7. Payment for the additional period shall be included in the bargaining unit  
38      member's regular monthly paycheck at the conclusion of the first month of service  
39      under this provision.  
40  
41      8. It is the intent of this program to assign appropriate credentialed and EL  
42      authorized teachers for openings as they arise so as not to disrupt the established  
43      schedules of the other teachers and or students.  
44  
45      9. The District shall report to the Association at the end of the fifth (5th) week of each  
46      semester the number of additional period offerings at each middle and high school  
47      in the District.  
48

1 U. JOB-SHARE OR SHARED EMPLOYMENT CONTRACT

- 2
- 3 1. Job sharing shall refer to two (2) permanent unit members on regular contracts
- 4 sharing one (1) teaching assignment. Two (2) unit members may share an
- 5 assignment for a minimum of one (1) year. Job applications for a job-sharing
- 6 assignment for the following school year shall be filed with the District no later
- 7 than March 1. Applications shall not be denied except for just cause and such just
- 8 cause shall be reduced to writing in the case of the denial of an application to
- 9 participate in a job- sharing arrangement. Notwithstanding other provisions of this
- 10 Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be
- 11 prorated relative to the actual time worked. In no event shall the amount of health
- 12 and welfare benefits for the job-sharers exceed the amount the District would
- 13 have paid if the position had not been shared. Also, each unit member shall
- 14 advance a one-half step on the salary schedule for each year of teaching under a
- 15 job-share assignment only if each unit member works at least 50% of a full
- 16 contract.
- 17
- 18 2. Unit members entering into a job-share arrangement shall complete the
- 19 Certificated Partnership Teaching Agreement mutually developed by the
- 20 Association and the District.
- 21
- 22 3. Upon the request of the two permanent bargaining unit members, a job-sharing
- 23 assignment may be renewed provided the two (2) unit members notify the District
- 24 before March 1. In the event the two-unit members fail to notify the District to
- 25 continue the job-sharing assignment, or in the event the District does not approve
- 26 the continuance of the assignment, the unit members shall be returned to full-time
- 27 assignments. If no site opening exists, the less senior unit member shall be
- 28 involuntarily transferred.
- 29
- 30 4. To be eligible to participate, both employees in the job share should be a
- 31 permanent (tenured) employee.
- 32
- 33
- 34

35 **ARTICLE X ~ COMMITTEES**

36

37

38 A. Faculty Liaison Committees:

39

40 Bargaining unit members at each school site shall elect a Faculty Liaison Committee,

41 comprised of from three (3) to six (6) members to be determined by unit members

42 assigned to each respective school site. Liaison Committee members shall be elected

43 by a majority, secret ballot vote of all unit members assigned to each school site,

44 following an open nomination process.

45

46 The nomination process and secret ballot vote shall be conducted by the senior

47 elected DEA Faculty Representative. Election of Faculty Liaison Committees shall



1 occur no later than October 15 of each school year, and each person elected shall  
2 serve one (1) year term. Successive terms may be served, conditional on subsequent  
3 reelection each year.

4  
5 The elected Faculty Liaison Committee shall work collectively with the site principal to  
6 remedy issues of concern the problems brought to the Faculty Liaison Committee's  
7 attention by unit members or the site principal. The Faculty Liaison Committee  
8 structure shall be used by unit members and the site principal to effectively enhance  
9 participation, interaction, communication and the use of collaborative teamwork, to  
10 address all issues of concern on the site.

11  
12 If the issue remains unresolved, either the Association or District may elect to forward  
13 the issues remaining to the Association President or designee and the District  
14 Superintendent or designee for further consideration.

15  
16 Site principals shall meet with Faculty Liaison Committees on a regular basis and  
17 shall make reasonable, good faith efforts to work collaboratively with such committees  
18 to effectively resolve all issues of concern at their site.

19  
20 B. Special Education Monitoring Committee:

21  
22 The Association and the District agree to establish a Special Education Monitoring  
23 Committee to provide ongoing monitoring of the special education programs. This  
24 committee shall consist of one representative selected by the Association from each  
25 of the specific special education programs/disciplines offered in the District. It shall  
26 include at least one representative from each of the following programs: Speech-  
27 Language Pathologist, Special Day Class Programs (each subdivision thereof),  
28 Resource Specialist Programs, Adaptive Physical Education, and any other program  
29 that falls under the general title of Special Education.

30  
31 This group shall meet on a regular basis to discuss issues and concerns specific to  
32 the Special Education Program. This shall include the review of caseloads, changes  
33 in forms of paperwork, scheduling of students, and other items that the District of  
34 Special Education and the Committee members may choose to discuss. This group  
35 may make recommendations to the District and the Association on appropriate  
36 strategies to address the issues and concerns specific to the District's Special  
37 Education Programs.

38  
39 C. Professional Development Committee:

40  
41 The Association and the District agree to establish a Professional Development  
42 Committee to provide professional development opportunities to the bargaining unit  
43 members. This committee shall consist of eight (8) teachers; two (2) teachers from  
44 the elementary, two (2) from the middle school, two (2) from the high school; two (2)  
45 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:

a = Placement on Teacher Schedule	Therefore: }	a + b = c
b = Responsibility Factor		c ÷ d = e
c = Annual Base Salary		c + (e x f) = Total Annual Salary
d = Teacher Work Year		
e = Per Diem		
f = Additional Counselor Workdays		

- E. Counselors may be used for covering a classroom teacher's class(es) in unusual circumstances on a reasonable and equitable basis with other members of the bargaining unit assigned to a particular school site.
- F. The District may assign high school counselors, on an equitable but voluntary basis, to work up to eight (8) additional full-time workdays during the summer, above and beyond those normal workdays required of counselors in this Agreement.
- G. Counselors shall receive their hourly stipend when serving as Administrative Designee during an Individualized Education Plan meeting held outside of their regular work hours.
- H. No secondary counselor shall be compelled to attend any school-sponsored night meeting past 9:00 p.m. No counselor shall be required to attend more than four (4) school-sponsored night meetings per school year, at the Principal's discretion, other than on a voluntary basis.

- I. For additional school-sponsored night events, the site administrator shall ask for counselors' support and those counselors shall be paid at the counselor hourly rate.
- J. Should an insufficient number of counselors volunteer, then all members of the counseling department at that site shall be placed on a seniority-based rotation schedule that equitably distributes the required services and functions of the guidance office.

## **ARTICLE XII ~ PSYCHOLOGISTS**

Psychologists shall be covered by all Articles of the Agreement with the exception of Article IX - Hours Employment, Article XIII – Class Size, and Article XVII – Transfers.

1. Psychologist hours of employment shall be eight (8) hours per day including a thirty-five (35) minute, duty free, uninterrupted, lunch period, including passing time. The length of the psychologist's workday shall be structured and directed on an equitable basis by the immediate administrator. The Psychologist's day starts thirty (30) minutes before the start of the school day. Except when they are required to provide support to school sites or district within the scope of their essential functions that may extend beyond the eight (8) hour workday when deemed necessary by the principal or designee for the safety and well-being of students. If an emergency mental health issue arises, the psychologist will stay until a member of the DUSD Mental Health Team arrives.
2. Psychologist will be evaluated by the Special Education Director with input from the site administrator using District evaluation forms.
3. The psychologist's 192-day work year will reflect a teacher work year inclusive of 185 days. The seven (7) additional days must be exhausted immediately preceding the opening or closing of the school year. Any other arrangements for assignment must be made by joint decision of the site administrator or designee and the individual, with the approval of the Assistant Superintendent of Educational Services or designee. If there is a need for additional psychologist support which is outside of their work year, the site administrator shall ask the psychologists assigned to the site to provide this additional support. Should an insufficient number of psychologists volunteer, all psychologists shall be placed on a seniority-based rotation schedule that equitably distributes the required services. These individuals shall be paid at their per diem rate.

### **ARTICLE XIII ~ CLASS SIZE**

A. The District shall utilize the following staffing ratios for the allocation of classroom teachers to a school:

- The District will staff Kindergarten and Transitional Kindergarten at 1:25.
- One, one-and-one-half (1-1/2) hour paid position per Kindergarten and Transitional Kindergarten teacher will be assigned each workday to provide instructional support in the classroom.
- Transitional Kindergarten and Kindergarten teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the negotiated cap; no teacher shall exceed two (2) additional students.
- The unit member with the most seniority will have the first choice to accept/decline the additional student. Once a unit member accepts an additional student, any other additional student will be offered to the next most senior unit member. If declined, the choice will be offered to the next most senior unit member. If no unit member accepts the additional student, then the student will be placed in the least senior unit member's class on a rotating basis.
- The District will staff Grades 1 – 3 at 1:27: Teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the negotiated cap; no teacher shall exceed three (3) additional students.
- The District will staff Grades 4 – 5 at 1:34: Teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the negotiated cap; no teacher shall exceed two (2) additional students.
- The unit member with the most seniority will have the first choice to accept/decline the additional student. Once a unit member accepts an additional student, any other additional student will be offered to the next most senior unit member. If declined, the choice will be offered to the next most senior unit member.
- (6-12 Grades Only):  
Grades 6 – 12 at 1:34 pupil contacts per period (PCPP)  
Exceptions to this provision shall be classes in physical education, typing, music, and driver education.
- Combined class averages assigned to an individual classroom teacher, except classes in physical education, music, typing, and driver education, shall not exceed the PCPP by more than 10%, and no single class shall exceed the PCPP by more than 20% in the event the classroom teacher's average class size is significantly low due to assignment of a low enrollment class(es).

- If the application of the above ratios results in a fraction of half (.5) or more at the beginning of the second school month, an additional classroom teacher position shall be allocated, and/or an extra period assigned.
- Nurses, librarians, resource teachers, counselors, special education teachers, non-unit members, and other non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.
- Special Education classes shall not exceed the requirements of the Education and Administrative Code. One (1) day substitute coverage shall be provided each semester for Special Day Class teachers to assist them in completing student IEP forms.
- Special Education Teachers will be paid a stipend of \$165.00 per month or any portion thereof for the following:

**Social Behavioral Class**

Early Childhood, Elementary, Middle and High School – after the 10<sup>th</sup> student

**Basic Skills Class**

Early Childhood and Elementary – after the 10<sup>th</sup> student  
Middle and High School – after the 12<sup>th</sup> student

**Life Skills Class**

Early Childhood, Elementary  
Middle and High School – after the 10<sup>th</sup> student

**Special Day Class**

Early Childhood – after the 12<sup>th</sup> student  
Elementary – after the 14<sup>th</sup> student

**Special Day Class (self-contained)**

High School – after the 18<sup>th</sup> student

**Special Day Class (emotionally disturbed)**

High School – after the 10<sup>th</sup> student

- B. The District shall employ no less than two certificated nurses.
- C. One (1) full-time credentialed librarian shall be assigned at each middle school and comprehensive high school.

1 D. Counselor assignments shall be based on one (1) counselor for each 450 high school  
2 students (9 – 12 grades) or major fraction thereof. No less than one (1) full-time  
3 counselor shall be assigned to each middle school (6 – 8 grade); 1.5 counselors for  
4 1,100 students two (2) counselors for 1,500 students. No less than one (1) full-time  
5 counselor shall be assigned to the Adult School.

6  
7 E. Special Education classes shall not exceed the requirements of the Education and  
8 Administrative Code. One (1) day substitute coverage shall be provided each  
9 semester for Special Day Class teachers to assist them in completing student IEP  
10 forms.

11  
12 F. The District caseload average of Speech and Language Pathologists shall not exceed  
13 the requirements stated the State Education and Administrative Code.

14  
15 Individual Speech and Language Pathologists caseloads shall not exceed 15% of the  
16 State maximum average. Individual Speech and Language Pathologists may  
17 voluntarily agree to increase his/her individual caseloads to 20% of the State  
18 maximum average. No Speech and Language Pathologist shall have his/her  
19 assignment altered as a direct result of his/her choice not to volunteer.

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

29  
30 G. Individual APE caseloads shall not exceed 15% of the maximum caseload of 55. APE  
31 teachers may voluntarily agree to increase his/her individual caseload to 20% of  
32 his/her maximum 55 caseload; no APE teacher shall have his/her assignment altered  
33 as a direct result of his/her choice not to volunteer.

34  
35 APE teachers shall determine collaboratively with District staff caseload assignments,  
36 taking into consideration the severity of student disability and/or time and travel  
37 requirements in serving the school sites. Twice yearly benchmarks (September 20  
38 and on February 20 of each year) shall be used to review the size of the APE  
39 caseloads. If determined that these limits are exceeded, then the Special Education  
40 department shall take immediate measures to address the situation to ensure that the  
41 requirements of the APE caseloads are aligned with the Master Agreement.

42  
43 H. The Assistant Superintendent, Educational Services, on a bi-monthly basis, shall  
44 provide the Association with a summary of the principal's reports to include the  
45 following information: (a) Date, (b) School, (c) Subject/Period/Grade Level, (d)  
46 Teacher, (e) Number of Students Involved, (f) Action or Non-Action Taken.

Subsequent review with the Association of the circumstances involved shall be granted at its request.

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

#### **ARTICLE XIV ~ EVALUATION PROCEDURES**

A. Purpose:

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

B. General Provisions:

The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator. Any grievance arising under this Article shall be limited to a claim that the procedures 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 for counselors, librarians, nurses, psychologists, speech and language pathologists and teachers, 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 evaluatee under his/her supervision an understanding of the evaluation policy, procedures and educational philosophy of the District and shall be notified within 45 days after the start of the contract year.
2. Self-evaluation shall be encouraged in all areas of certificated assignments but shall not be required by any administrator as part of the formal evaluation process.
3. 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.
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.



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 Superintendent, Educational Service, for final resolution after he/she has met with the parties involved.
4. The following minimum standards for observation shall be established:
  - a. All unit members being evaluated shall have three (3) formal observations and conferences prior to the evaluation report. Intern, temporary and probationary teachers shall have at least five (5) teacher workdays in between all observations being completed for the evaluation process. Permanent teachers shall have at least ten (10) teacher workdays between all observations being completed for the evaluation process, except in the situation in which a unit member has been given a remedial action plan following release from the TIP program. However, this will not prevent the evaluator from access to a teacher's classroom for purposes other than a formal observation.
  - b. The specific dates of applicable observation and conference reports prepared by a teacher's evaluator shall be cited on the teacher's final evaluation form. The length of each applicable observation shall also be recorded on the teacher's final evaluation form.
  - c. Observation should be of sufficient duration and quality to provide the evaluator with sufficient data to make a significant contribution to the evaluation.

- 1 d. An informal written record of the observation, together with commendations  
2 and recommendations, shall be made on the forms provided by the District.  
3
- 4 e. Observations shall be followed by conferences between the evaluator and  
5 evaluatee within five (5) working days of the observation. Extensions will be  
6 allowed on a day-to-day basis by mutual consent when either the evaluator or  
7 evaluatee is on an authorized absence from the District.  
8
- 9 f. The evaluatee shall be given a copy of the written record of observation within  
10 ten (10) working days of the observation.  
11
- 12 5. No assessments of needs to improve or unsatisfactory performance shall be  
13 introduced in writing on an evaluatee's evaluation form which has not been first  
14 formally called to his/her attention in writing on either an observation or conference  
15 report.  
16
- 17 6. Before utilizing materials or incidents in the evaluation process, the evaluator shall  
18 make a reasonable effort to verify the accuracy of the material or incident.  
19
- 20 7. An unsatisfactory evaluation of a teacher shall not be predicted upon information or  
21 material of a derogatory or critical nature which has been received by the teacher's  
22 evaluator from parents and/or citizens, unless the information or material has been  
23 reviewed and processed within the District's adopted procedure for processing a  
24 complaint against a teacher under provisions of Board Policy 9262, and Administrative  
25 Regulation 9262 and the complaint has been found to have merit and substance in  
26 fact.  
27
- 28 8. The evaluation report shall be discussed in a conference between the evaluator and  
29 the evaluatee.  
30
- 31 9. The evaluatee and the evaluator shall retain copies of the evaluation report.  
32
- 33 10. The evaluatee may submit a written response to the evaluator's statements at any  
34 time. Said response(s) shall be filed within the current school year and attached to  
35 the evaluation; and shall be placed in the teacher's personnel file retained in the  
36 District Certificated Human Resources Office.  
37
- 38 11. The evaluatee shall sign the evaluation report. The signature does not necessarily  
39 indicate that the teacher endorses or agrees with the contents of the report.  
40
- 41 12. When short-term evaluations are made, where the evaluatee has been recently  
42 assigned to a position, a notation shall be recorded specifying the period of time  
43 covered by the evaluator.  
44  
45  
46  
47

13. If needs to improve is cited on an observation, the evaluator, working with the evaluatee, shall develop a written Action Plan for the purpose of assisting the teacher to improve. The Action Plan and Evaluation Cycle will rollover to the following year if mutually agreed upon by the teacher and evaluation administrator. The Action Plan shall be attached to the observation, shall contain specific suggestions for improvement of areas cited on the observation, and shall allow a minimum of twenty (20) workdays prior to the next observation for improvement by the teacher. The Action Plan will also cite the specific plans of the evaluator to provide personal and resource assistance in the reasonable effort to help the teacher improve evaluator perceived deficiencies and/or weaknesses.

The Action Plan shall contain:

- a. areas where improvement is needed.
- b. specific suggestions for improvement.
- c. additional resources to be utilized to assist the improvement, if any.
- d. evaluator's role in assisting the evaluatee.
- e. techniques for measurement of improvement.

14. Upon formally citing a condition(s) of unsatisfactory performance in Standards 1 – 5 on an evaluatee's observation form and after the implementation of an Action Plan, the evaluatee will be referred to the TIP program. The TIP program will proceed as outlined in the PAR timeline in Appendix G.

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

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

**ARTICLE XV ~ SUSPENSION**

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

- 1 B. The District, through the Superintendent or designee, may issue written reprimands  
2 and warnings. The teacher may submit a response or rebuttal to the written reprimand  
3 or warning, a copy of which will be retained in the Certificated Human Resource  
4 Office, along with the reprimand. Alleged violations by the District of the procedures  
5 relating to the issuance of written reprimands and warnings are subject to the  
6 grievance procedures of this Agreement.  
7
- 8 C. Teachers shall only be disciplined for reasonable and just cause. All disciplinary  
9 action by the District shall be corrective and progressive, rather than punitive. The  
10 discipline imposed shall be reasonably related to the seriousness of the misconduct,  
11 and/or shall be reasonable in light of the number and frequency of prior incidents of  
12 misconduct by the teacher.  
13
- 14 D. Suspensions shall be based upon reasonable and just cause, including but not limited  
15 to the reasons enumerated below as outlined in Section 44932 of the Education  
16 Code:  
17
- 18 1. Immoral or unprofessional conduct  
19
  - 20 2. Commission, aiding, or advocating the commission of acts of criminal syndicalism,  
21 as prohibited by Chapter 188, Statutes of 1919, or in any amendment thereof  
22
  - 23 3. Dishonesty  
24
  - 25 4. Incompetency  
26
  - 27 5. Evident unfitness of service  
28
  - 29 6. Physical or mental condition unfitting him/her to instruct or associate with children  
30
  - 31 7. Persistent violation of or refusal to obey the school laws of the State or  
32 reasonable regulations prescribed for the government of the public schools by the  
33 State Board of Education or by the governing board of the school district  
34 employing him/her  
35
  - 36 8. Conviction of a felony or any crime involving moral turpitude Violation of Section  
37 51530 of this code or conduct specified in Section 1028 of the Government Code,  
38 added by the chapter 1418 of the Statutes of 1947  
39
  - 40 9. Violation of any provision of Sections 7001 to 7007, inclusive, of this code  
41
  - 42 10. Known membership by the employee in the Communist Party  
43
  - 44 11. Alcoholism or other drug abuse which makes the employee unfit to instruct or  
45 associate with children  
46

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

- 8
- 9 1. The oral warning shall first be given to a teacher before any other disciplinary  
10 action.
- 11
- 12 2. Written, dated warnings shall be given to any teacher who has first received at  
13 least one oral warning about a similar but separate action or infraction within the  
14 preceding ten (10) months, excluding summers, unless the teacher is teaching  
15 summer school for the District. Any such warning shall be based upon  
16 substantiated and verifiable data. Written, dated warnings shall not be placed in  
17 the teacher's official personnel file at the District Office and shall be destroyed if  
18 no similar infraction occurs within ten (10) months after that, excluding summers,  
19 unless the teacher is teaching summer school for the District.
- 20
- 21 3. Any written, dated reprimands shall be given to any teacher who has received at  
22 least one (1) previous written warning for similar but separate actions or  
23 infractions within the preceding ten (10) months, excluding summer unless the  
24 teacher is teaching summer school for the District. Any such reprimand should be  
25 based upon substantiated and verifiable data. A copy of any such written  
26 reprimand and any subsequent written rebuttal submitted by the teacher shall be  
27 placed in the teacher's personnel file in accordance with the provisions of Article  
28 XIV of this Agreement.
- 29
- 30 4. Suspension: Unit members may be suspended by the Superintendent with or  
31 without pay for a period of up to, but not to exceed fifteen (15) days if the unit  
32 member has first received a written reprimand about the similar, but separate  
33 actions or infractions within the preceding ten (10) months excluding summers,  
34 unless the unit member is teaching summer school for the District.
- 35
- 36 5. The Superintendent shall give written notice to the unit member of the District's  
37 intent to suspend the unit member.
- 38
- 39 The notice shall include:
- 40
- 41 a. the cause(s) on which the suspension is based.
- 42
- 43 b. the date(s) on which the suspension shall take place.
- 44
- 45 c. a statement that the unit member has a right to informally discuss the  
46 proposed designee before the suspension at the pre-suspension hearing with  
47 the Superintendent or his/her designee before the suspension.

d. a proposed date, time and place for such pre-suspension hearing.

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

6. The unit member shall have five (5) teacher workdays, from the receipt of the notice to respond to the notice of suspension. If the teacher does not respond, the District will schedule the suspension and provide notice thereof to the teacher. The teacher's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension hearing, designate his/her representative, if any, propose other dates for such hearing, or waive such hearing. The pre-suspension hearing, unless waived, shall take place within eight (8) school days from the date of the notice.
7. The pre-suspension hearing shall be informal. The teacher shall be given the opportunity to present facts and arguments regarding the proposed suspension. An Association representative shall attend the pre-suspension hearing and may represent the teacher at the teacher's option.
8. The Superintendent or designee shall inform the teacher of the decision to suspend or not to suspend within three (3) teacher work days from the date of the pre-suspension hearing, or after five (5) days from the date of the notice of suspension if the teacher did not respond.
9. The District shall schedule a suspension and notify the teacher and his/her representative, if any. The suspension shall be scheduled on consecutive teacher workdays, 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 5 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

1 informal hearing with the teacher and provide the teacher and the Association's  
2 Executive Director or designee with written notice thereof as soon as possible  
3 after the suspension has begun, but in no case later than forty-eight (48) hours.  
4 An Association representative shall attend the pre-suspension hearing and may  
5 represent the teacher at the teacher's option.  
6

7 13. Since this discipline Article has been duly negotiated between the District and the  
8 Association, the District agrees not to utilize the provision of Education Code  
9 Section 44944 to suspend a teacher. This in no way affects the District's right to  
10 utilize the provisions of Education Code Sections 44939, 44940 and 44942, nor  
11 shall anything in this Article affect in any way the District's utilization of statutory  
12 dismissal procedures.  
13

14 F. The concept of progressive discipline as outlined in Section 5 of this Article shall be  
15 applicable except in situations as outlined in Education Code Sections 44939, 44940,  
16 and 44942.  
17  
18  
19

## 20 **ARTICLE XVI ~ PERSONNEL FILES**

21  
22

23 A. Official permanent personnel files for teachers shall be located at the District's  
24 Certificated Human Resources Office and shall not refer to files maintained by the  
25 immediate supervisor in between formal evaluation reports.  
26

27 B. With the exception of observation reports, materials to be placed in these files must  
28 be dated and signed by both parties within fifteen (15) calendar days of the  
29 occurrence or when the immediate supervisor became aware of the occurrence. If  
30 placed in the teacher's personnel file, said placement must occur by the end of the  
31 current evaluation period and be made available to the teacher for inspection, except  
32 as follows:  
33

- 34 1. References, evaluations or records obtained from outside the District prior to  
35 employment  
36
- 37 2. Information obtained from within the District dealing with promotional  
38 examinations  
39

40 C. Derogatory material shall not be placed in the teacher's file unless the person filing  
41 the material has signed and dated same and the teacher has had an opportunity to  
42 read the material. The teacher shall acknowledge having read such material in  
43 advance by affixing his/her signature or by the signature of a witness if the teacher  
44 refuses to sign on the actual copy to be filed. Such signature does not indicate  
45 agreement with content.  
46

- 1 D. Before placing any item(s) in the personnel file, the District shall make reasonable  
2 effort to verify the accuracy of the material and to determine that the material has a  
3 factual basis.  
4
- 5 E. Teachers may submit rebuttals to any material placed in their personnel file.  
6
- 7 F. Upon request, teachers may review the content of their files except as provided under  
8 Section B of this Article.  
9
- 10 G. Upon written request, a copy of such material will be made available to the teacher at  
11 cost.  
12
- 13 H. Requests to inspect one's official personnel file shall be honored by the Assistant  
14 Superintendent, Certificated Human Resources or designee at any time during office  
15 hours, but outside the employee's regular working hours.  
16
- 17 I. The contents of all official teacher personnel files shall be kept in strictest confidence.  
18 Access to these files shall be restricted to teachers involved, the Superintendent,  
19 administrators as designated by the Superintendent, and as routinely required by  
20 employees assigned within the Certificated Human Resources Office.  
21
- 22 J. Derogatory materials not properly placed in the personnel file shall not be utilized in  
23 any discipline procedure against the teacher or retained in the personnel file.  
24  
25  
26

## 27 **ARTICLE XVII ~ TRANSFERS**

28  
29

- 30 A. Transfers shall be defined as a change in teaching positions from one school to  
31 another. Requests for transfer may be initiated only by a permanent teacher with  
32 appropriate EL authorization, the principal of the teacher's school, or by the  
33 Superintendent or designee.  
34

35 The approval of the Superintendent or designee is required before a transfer can  
36 occur.  
37

38 Teacher-requested transfers shall be granted before hiring new employees when the  
39 training, experience and abilities of the requesting unit member match the vacant  
40 position's job specifications.  
41

- 42 B. Teacher-Requested Transfer:  
43

- 44 1. For Vacancies that occur before April 15 the following criteria shall be applied: if  
45 two or more permanent classroom teachers apply for the same vacancy, the  
46 teachers with an appropriate basic teaching credential allowing him/her to teach  
47 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. Teachers on an Action Plan, Advisory Teachers, or Intervention Teachers are not eligible for transfer until they have exited the TIP Program, unless mutually agreed upon by the TIP Panel and District.
  - e. Previous experience, within the past five (5) years, in the grade/subject area where the transferee is to be placed.
  - f. If the above criteria are approximately equal, then first preference in transfer shall be given to the applicant with the greatest seniority. However, for vacancies that occur after April 15 of the current school year prior to the school year in which the transfer would become effective, all qualified internal applicants who apply for a vacant position at a specific school site shall not be granted priority over external applicants who apply for a vacant position at a specific school site. If no external candidate applies for a vacancy at a specific school site, the same procedures for voluntary transfers shall apply.
2. The Certificated Human Resources Office shall record the request and acknowledge its receipt. Any teacher not receiving said transfer shall receive, upon a written request, a written notice informing them as to those specific reasons why the transfer was not granted.
  3. By March 1 and thereafter as necessary, regular lists of all known vacancies for the subsequent school year shall be posted on a bulletin board in workrooms or lounge areas frequented by teachers at each site.
  4. A teacher assigned to a special education program at a given school site may submit a transfer request for regular program vacancies that become available at either their present assigned school site or another site.

5. Those teachers whose requests are on file on or before April 15 shall be given consideration for all vacancies before out-of-District applicants are considered or placed.
6. A request for transfer may be withdrawn by the teacher at any time before the appointment.
7. A permanent teacher shall not be required to state reasons for requesting the transfer. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize his/her present assignment.
8. Vacancies that occur during the school year may be filled without utilizing the posting procedures.
9. By June 1, all transfers for the ensuing school year shall be completed. All unit members shall be notified in writing as to the results of their transfer requests by July 25.
10. After receiving a voluntary transfer, a teacher must remain at the new site for a minimum of two (2) years unless an additional transfer is mutually agreed upon by both the unit member and the District.

C. Involuntary Transfers or Reassignment:

1. Teachers may be involuntarily transferred from a school site to another school site for the following reasons:
  - 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 XIII, 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 XIV 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.
    - d. All unit members being involuntarily transferred shall have first preference for available vacancies for which they are properly credentialed. 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

1 school year, two (2) instruction free days shall be made available before  
2 beginning the new assignment, upon the request of the teacher.

3  
4 b. Should relocation, at any level, occur after the beginning of the school year,  
5 two (2) instruction free days shall be made available before beginning the new  
6 assignment, upon request of the teacher.

7  
8 c. If it is determined that a TOSA shall return to the classroom, they shall:

- 9
- 10 • Have an opportunity to select from any classroom vacancy for which they
  - 11 are appropriately credentialed.
  - 12
  - 13 • Assume all special assignments and adjunct duties associated with
  - 14 classroom vacancy they fill for a minimum of three (3) years unless
  - 15 mutually agreed otherwise.
  - 16
  - 17 • Have an opportunity to select from any classroom vacancy that has been
  - 18 posted by Human Resources (including those held by temporary contract
  - 19 teachers).
  - 20
  - 21 • If there are multiple TOSAs who meet the above criteria, priority will be
  - 22 given based on seniority.
  - 23

24 D. Teachers involuntarily transferred during the school year to different grade levels of  
25 instruction or subjects shall be granted a reasonable time to prepare for the new  
26 assignment, not to exceed two (2) days.

27  
28 E. Teachers with the same initial date of service shall have their length of service  
29 established by lot. The District shall conduct a lottery in a fair, equitable and  
30 reasonable manner. The District shall provide the Association with a current copy of  
31 this seniority list upon request.

32  
33 F. Transfer Necessitated by School Closure:

34  
35 If a school(s) is closed, teachers affected by such closure shall be accorded priority  
36 for filling vacant positions at the school(s) where students from the closed school(s)  
37 are being placed (receiving schools), subject to the following conditions:

38  
39 To satisfy the conditions cited herein, the District shall identify the number of vacant  
40 positions which exist at the receiving schools.

41  
42 Unit members affected by a closure of a school(s) may elect to request a voluntary  
43 transfer in accordance with the voluntary transfer provision(s) of this Article or to  
44 follow the students that normally would have been at the closed school in the  
45 succeeding school year.

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

- 6
- 7 1. Unit Members shall submit a priority ranking of up to three (3) schools to which  
8 they desire to be assigned.
- 9
- 10 2. If the District requests the priority ranking during the regular school year, then the  
11 unit member shall return the ranking to the District within five (5) days from the  
12 request.
- 13
- 14 3. If the priority ranking request is to be made by the District during the summer  
15 months, the District shall mail the request to the unit member's mailing address of  
16 record with the District. The priority ranking shall be returned by the unit member  
17 to the District within fifteen (15) days of the date of mailing. Teachers are  
18 encouraged to submit summer mailing addresses to the District and DEA.
- 19

20 G. Transfer Necessitated by School Opening:

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

- 24
- 25 • To satisfy the conditions cited herein, the District shall identify the number of  
26 vacant positions which exist at the schools being open.
- 27

28 Voluntary

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

35  
36 Involuntary

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

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

3  
4 The following procedures shall be observed in filling non-teaching and non-  
5 administrative vacancies:

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

35 **ARTICLE XVIII ~ LEAVES**  
36  
37

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

1 C. Provisions Applicable to All Leaves:  
2

3 A leave of absence is an extended absence from duty for a set period of time  
4 authorized by the Board of Education.  
5

6 Leave of absence shall be granted to permanent unit members only, except that  
7 probationary unit members may be granted a leave of absence for maternity reasons,  
8 and/or other reasons which may be included under the final paragraph of this Section.  
9

10 The term "certificated teachers" includes all teachers whose assignments require a  
11 California Public School certification and are included in the teacher bargaining unit.  
12

13 Leaves shall not exceed one (1) year in duration, although extensions may be granted  
14 at the discretion of the Board of Education.  
15

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

22 Teachers given leaves of absence shall sign an agreement that the Board will be  
23 given written notice of their intention to return at least two and one-half (2.5) months  
24 before the termination date of the leave.  
25

26 Failure to notify the Board shall be deemed to constitute a resignation on the part of  
27 the unit member; such resignation may be accepted by the Board at any time within  
28 twenty (20) days after the due date of the required notification by the unit member.  
29 The Assistant Superintendent, Certificated Human Resources will remind the unit  
30 member of his/her obligation by certified letter at least ten (10) days before the notice  
31 is due.  
32

33 Upon expiration of the leave, the unit member shall be assigned to a position as  
34 similar as possible to that held when the leave was granted.  
35

36 A leave of absence granted to a probationary teacher shall not affect the continuity of  
37 service required for tenure, nor shall it affect the tenure status of permanent teachers,  
38 except as provided in Sections 44975 and 44908 of the Education Code.  
39

40 Time spent on leaves of absence without pay shall not count toward salary step  
41 advancement nor for fringe benefit accrual, except as herein provided, and may affect  
42 any early retirement benefits that the employee is entitled to.  
43

44 Other requests for necessary or voluntary leave for reasons not specified in these  
45 regulations will be considered by the Board from the standpoint of value to the  
46 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.

The time spent in military service may count toward retirement under the California State Teachers Retirement System. The Board of Education will make District payments to the retirement system of those who make their contribution to



1 the system either during or immediately following the period of military service if  
2 permitted by law.

3  
4 Armed Service Medical Examination ~ A unit member may be paid for not more  
5 than two (2) days for an absence caused by written notice ordering him/her to  
6 report for a physical examination at a given time and place. A unit member  
7 requesting an armed service physical examination leave shall file with the  
8 Superintendent a written statement of cause indicating location, date, and time of  
9 the examination and the issuing authority.

10  
11 Military Leave of Absence with Pay ~ The Board of Education authorizes the  
12 payment of compensation to all teachers for the first 30 calendar days of military  
13 service providing they have served the District for at least one (1) year. Military  
14 service may not be counted as District service if the leave is other than temporary.  
15 Compensation shall be one-eleventh of the annual salary established for the  
16 position.

17  
18 Extension of Military Leave of Absence ~ The Board of Education may grant  
19 leaves of absence without pay to teachers returning from military leave of  
20 absence for the following purposes:

- 21  
22 a. Continuance of university work  
23  
24 b. Resumption of assignment at the beginning of a school year  
25

26 3. Maternity Leave, Child-Bonding Leave and Child Care Leave:

- 27  
28 a. Maternity leave shall be defined as a leave granted because of disability due  
29 to pregnancy. Illness leave may be used by a unit member when she is unable  
30 to work because of pregnancy, miscarriage, childbirth, and recovery there-  
31 from.  
32  
33 b. A leave of absence shall be granted to a teacher without pay for the purpose  
34 of raising his/her natural or adopted child, for one (1) year. Upon written  
35 request, an extension of one (1) additional year shall be granted.  
36  
37 c. During each school year, any certificated employee who has exhausted all  
38 available sick leave, including accumulated sick leave and continues to be  
39 absent on account of maternity or paternity leave (child bonding) pursuant to  
40 Government Code 12945.2 shall receive, for up to 12 school weeks, his/her  
41 regular salary minus the actual cost of a substitute to fill the position or, if no  
42 substitute was employed, the amount that would have been paid had a  
43 substitute been employed. The 12-week period shall be reduced by any period  
44 of sick leave, including accumulated sick leave, taken during a period of such  
45 maternity or paternity leave. (Education Code 44977.5)  
46

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

#### Application Procedure

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

#### Return from Leave

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

#### 4. Sick Leave:

Accumulation of Sick Leave ~ Full-time teachers are allowed ten (10) days of sick leave annually. There is no limit to the number of sick leave days that may be accumulated. If a teacher is employed late or resigns early, sick leave will be prorated. Since sick leave is credited to the teacher's account in advance of

1 accrual, a teacher must reimburse the District for any over-use of sick leave if  
2 he/she serves fewer months of employment than the number of days of sick leave  
3 he/she has used.

4  
5 Use of Sick Leave ~ A unit member that is absent because of illness or injury,  
6 after his/her paid sick leave allowance has been exhausted, shall be paid  
7 differential pay for a maximum of five (5) school months, no less than the  
8 difference between his/her regular salary and the per diem salary of a regular  
9 substitute who would be employed to fill his/her position during his/her absence. If  
10 at the end of this five (5) school month period in any contractual year the teacher  
11 is unable to return to work, he/she shall be placed on a leave of absence without  
12 pay.

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

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

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

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

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

39  
40 5. Donated Sick Leave:

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

- b. Certificated employees who choose to donate sick leave may donate from his/her accrued sick leave. One certificated employee shall donate no more than ten (10) days maximum sick leave to any other one certificated employee.
  - c. For this situation, sick leave donations shall be made in terms of days and shall be utilized in terms of days.
  - d. Certificated Administrators may donate sick leave days to other certificated employees. However, certificated employee bargaining unit members may not donate days to certificated administrators.
  - e. Certificated employees who would like to donate sick days to a specific employee must complete a Sick Leave Donation Form and return said form to the Certificated Human Resources Office.
  - f. Donations will be transferred to the recipient as needed in the order they are received by the Certificated Human Resources Office. Donated sick leave not used by the recipient shall be returned to the individual donor(s) by the end of the fiscal year in question.
  - g. The recipient of donated sick leave shall be required to exhaust sick leave as it is credited during the absence due to the unforeseen event.
  - h. Donated sick leave used by the recipient shall be used before differential pay is enacted.
  - i. Nothing in this section shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.
6. Industrial Accident or Illness Leave:
- a. Industrial accident or illness leave is granted to a teacher who has an accident or illness arising out of and in the course of his/her employment with the District. All teachers, in any one fiscal year for the same accident or illness, shall be entitled to a maximum of sixty (60) days of industrial accident or illness leave during which schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District. Such industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day authorized absence regardless of a temporary disability indemnity award.
  - b. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the teacher shall be entitled to only that amount of unused leave due him/her for the same illness or injury.

- 1 c. During any paid leave of absence, the teacher shall endorse to the District the  
2 temporary disability indemnity checks received on account of his/her industrial  
3 accident or illness. The District, in turn, shall issue the teacher appropriate  
4 salary warrants for payment of teacher's salary and shall deduct normal  
5 retirement and other authorized contributions.  
6  
7 d. Any teacher receiving benefits from an industrial accident or illness shall,  
8 during periods of injury or illness, remain with the State of California, unless  
9 the Governing Board authorizes travel outside the State.  
10  
11 e. Upon termination of industrial accident or illness leave, the teacher is entitled  
12 to the benefits of illness leave. His/her absence shall be deemed to have  
13 commenced on the date of termination of the industrial accident or illness  
14 leave, provided that if the teacher continues to receive temporary disability  
15 indemnity, he/she may elect to take as much of his/her accumulated sick leave  
16 which, when added to his/her temporary disability indemnity, will result in a  
17 payment to him/her of not more than his/her full salary.  
18  
19 f. Industrial accident or illness leave for each occurrence shall cease when  
20 temporary disability benefits under worker's compensation laws of the State of  
21 California are discontinued for the applicable industrial accident or illness.  
22

23 7. Bereavement Leave:  
24

25 A teacher absent from work due to the death of any member of the teacher's  
26 immediate family, as defined in Article IV, Section H, shall be allowed full pay for  
27 three (3) days of bereavement leave except when travel beyond a three hundred  
28 (300) mile radius or out of state is necessary, in which case the leave shall be  
29 extended to five (5) days with full pay.  
30

31 8. Quarantine Leave:  
32

33 Any teacher may be paid full salary for a period not to exceed ten (10) school  
34 days during any school year when the reason for absence is caused by  
35 unavoidable quarantine, or when the absence is at the discretion of the authorities  
36 of the School District because the teacher has been in contact with a contagious  
37 disease. A teacher requesting pay because of quarantine shall file in the  
38 Certificated Human Resources Office an exclusion and readmission card issued  
39 by the County Health Office.  
40

41 Specifically, it is not the intent of this policy to cover the teacher who is  
42 quarantined because of his/her personal illness. That matter is taken care of by  
43 sick leave. For example, a teacher may be away from work because he/she  
44 contracted measles is presumed to be on sick leave until such time as a physician  
45 or health officer releases him/her to return to work, regardless of whether or not  
46 part of such time is required by law and not by being confined to bed.  
47

1       9. Epidemic Leave:  
2

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

7       10. Family and Medical Leave:  
8

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

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

- 15      a. the teacher's newborn child or a child placed with the teacher for adoption or  
16      foster care  
17  
18      b. the teacher's spouse, child, or parent (including parent-in-law) with a serious  
19      health condition  
20  
21      c. a teacher's serious health condition  
22

23      The District shall grant this leave for up to twelve (12) weeks for each twelve (12)  
24      calendar months (extending from August 1 through July 31).  
25

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

31      The District shall continue all group health coverage plans for a teacher on such  
32      leave at the same level of benefits and under the same conditions that existed  
33      while the teacher was working. If the school district changes a health plan during  
34      a teacher's leave, the change applies to the teacher as if the teacher is still on the  
35      job.  
36

37      The District may require a teacher to report his/her status and intention to return  
38      to work.  
39

40      After a leave, the school district shall reinstate the teacher into the same position  
41      held before the leave. If a teacher gives an unequivocal notice of intent not to  
42      return to work, the school district's obligation to provide health benefits and to  
43      reinstate the teacher ceases. However, this obligation continues up to twelve (12)  
44      weeks maximum if the teacher indicates he or she may be unable to return to  
45      work but expresses a continuing desire to do so.  
46

1 Upon the teacher's return to work, the school district shall reinstate all benefits at  
2 the same level provided when the leave began without any form of re-  
3 qualification. Any changes in benefits not based on service during the leave  
4 period shall be effective upon the teacher's return to work.  
5

6 The District, in providing this leave benefit, shall comply with both the regulations  
7 of the Family and Medical Leave Act (FMLA) and applicable California Law. The  
8 least restrictive language applicable to the employee in either the State or Federal  
9 Act shall be used in cases wherein there is a conflict in language between the  
10 two.  
11

12 11. Jury Duty Subpoena:  
13

14 The Downey Unified School District Board of Education agrees to promptly  
15 provide any certificated employee, upon receipt of a jury duty summons, a written  
16 statement for submission to the appropriate jury commissioner, certifying the  
17 school district does not pay its certificated employees for serving jury duty, thus  
18 causing financial hardship for any certificated employee if required to serve. The  
19 Board of Education further agrees not to provide any jury commissioner with  
20 specific information about any certificated employee's scheduled vacation time or  
21 holiday recesses from their work on the job with the school district.  
22

23 "The District shall pay per diem salary for any teacher's initial day of legally  
24 required jury duty in any county where the court refuses to honor the District's  
25 letter. A substitute will be provided for that one day only. The District shall not pay  
26 for any subsequent days of required jury service."  
27

28 12. Personal Necessity Leave:  
29

30 A regular full-time teacher may elect to use his/her annual accumulative illness or  
31 injury leave, not to exceed ten (10) days per school year for the following  
32 purposes:  
33

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

1 f. Religious holidays

2  
3 g. Activities required by virtue of holding a public elected office

4  
5 **NOTE: This new provision simply implements the current federal**  
6 **guidelines on this subject.**  
7

8 h. In case of personal necessity where the teacher cannot reasonably be  
9 expected to disregard the situation, or where the necessity cannot be  
10 transacted outside of the teacher's assigned working hours, except that such  
11 leave may not be used for:

- 12
- 13 • Routine personal business
  - 14 • Vacation, recreation, or social activities
  - 15 • Employee organized activities
  - 16 • Political activities or demonstrations
  - 17 • Work stoppage and other concerted activities
- 18

19 i. The Board of Education shall allow teachers who are parents, guardians or  
20 grandparents having custody of one (1) or more children in K-12, inclusive, to  
21 take off up to forty (40) hours of each school year, not to exceed eight (8)  
22 hours in any one calendar month of the school year, to participate in school  
23 activities of any such child. Teacher(s) should utilize personal necessity or  
24 personal business leave for such school visits. The teacher may also utilize  
25 time off without pay to conduct such school visits. The teacher shall provide  
26 the school district with twenty-four (24) hour notice before making such a  
27 school visit during normal work hours.  
28

29 A unit member using personal necessity leave shall submit the absence  
30 verification form certifying that the unit member is using personal necessity  
31 leave for a purpose provided in this Article. A teacher shall give his/her  
32 immediate supervisor advance notice of personal necessity leave whenever  
33 reasonably possible.  
34

35 In situations where absence is due to subpoena or an official order, the unit  
36 member must provide evidence from a certified clerk or authorized officer of a  
37 court or other governmental jurisdiction. For such leaves, the unit member  
38 shall be granted leave of absence with pay up to the amount of the difference  
39 between the teacher's regular earnings and any amount he/she received for  
40 jury or witness fees.  
41

42 Extension of Personal Necessity Leave may be granted to the member at the  
43 discretion of the Superintendent's designee. Any grievance arising under this  
44 Article will be subject to administrative review by appeal of the Association to  
45 the Superintendent.  
46  
47



13. Personal Business Leave:

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

14. Professional Opportunity Leave:

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 XIX ~ 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:**

- A. A teacher may use reasonable force to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects.
- B. The District shall give legal support or other assistance as described in this Article for any assault upon the teacher while acting in the discharge of his/her duties.
  - 1. When absence arises out of or from such assault or injury, the teacher shall utilize industrial injury leave in accordance with provisions of law.
  - 2. Benefits derived under this, or subsequent agreements, shall continue in accordance with leave provisions incorporated within this Agreement.
- C. Unit members shall immediately report a threat of assault or cases of assault suffered by them in connection with their employment to their principal or any other immediate supervisor. The principal or immediate supervisor and the assaulted teacher shall individually file a report with the local police department.
  - 1. Such notification shall immediately be forwarded to the Superintendent.
  - 2. The District shall notify the teacher of its readiness to assist the teacher as follows:
    - a. By obtaining from police and principal any relevant information concerning the culprit(s) where permitted by law.
    - b. By providing the teacher with representation in court appearances, if requested, and by acting in appropriate ways as liaison between teacher, immediate supervisor, police and the courts.

- 1 D. The Board of Education shall cause teachers to be promptly notified in writing any  
2 time a law enforcement agency releases information to the school District's  
3 administration or any school site's administrator relating to the taking of a juvenile  
4 enrolled in teacher's respective class, or conviction of crimes against school property,  
5 personnel or students.  
6
- 7 E. The Board of Education will reimburse unit members, in an amount not to exceed a  
8 total \$250 in any school year, for loss or damage or destruction while on duty in the  
9 school, of personal property of a kind normally worn or brought into school when the  
10 teacher has not been negligent, to the extent that such loss is not covered by  
11 insurance. The term "personal property" shall not include cash. The term "loss,"  
12 "damage" and "destruction" shall not cover the effects of normal wear and tear and  
13 use.  
14
- 15 1. Reimbursement shall be made to any person for the loss, destruction, or damage  
16 by arson, burglary, or vandalism of personal property used in the schools of the  
17 District. Reimbursement shall be made only when approval is obtained on a  
18 District provided form for the use of the personal property in the schools before  
19 the property was brought to school, and when the value of the property was  
20 agreed upon between the person or persons bringing the property and the school  
21 administrator.  
22
- 23 2. No reimbursement shall be made for mysterious disappearance, accidental  
24 damage, or any other loss suffered because of lack of supervision by the owner.  
25
- 26 3. The maximum reimbursement shall not exceed \$125 for each separate item.  
27 Before a claim is authorized for payment, it shall be reviewed in the Business  
28 Office of the District.  
29
- 30 F. A unit member shall be eligible for benefits provided in the District's Workers'  
31 Compensation Insurance Program. The Board shall make readily available to all unit  
32 members in case of an accident the provisions provided under Worker's  
33 Compensation Insurance and assist the District personnel in its use to preserve  
34 regular sick leave benefits.  
35
- 36 G. A unit member may suspend, for a good cause, any student from his/her class for the  
37 day of the suspension and the day following. Causes for suspension shall include any  
38 of the following acts or conditions while under the school's authority:  
39
- 40 1. Caused, attempted to cause, or threatened to cause physical injury to another  
41 person; or  
42
- 43 2. Willfully used force or violence upon the person or another, except in self-defense;  
44 or  
45
- 46 3. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other  
47 dangerous objects unless the student had written approval by the principal or the

- 1 designee of the principal to deliver any such object to the custody of a certificated  
2 school employee; or
- 3
- 4 4. Unlawfully possessed, used, sold or otherwise furnished as defined in AR 2490 or  
5 been under the influence of a controlled substance listed in Chapter 2 of Division  
6 10 of the Health & Safety Code, an alcoholic beverage, or intoxicant; or  
7
- 8 5. Unlawfully offered or arranged or negotiated to sell any controlled substance listed  
9 in Chapter 2 of the Health & Safety Code, an alcoholic beverage, or intoxicant of  
10 any kind; and then sold, delivered, or otherwise furnished a fake substance; or  
11
- 12 6. Committed or attempted to commit robbery or extortion; or
- 13
- 14 7. Caused or attempted to cause damage to school property or private property; or  
15
- 16 8. Stole or attempted to steal school property or private property; or  
17
- 18 9. Possessed or used tobacco or products containing tobacco or nicotine, including,  
19 but not limited to, cigarettes, cigars smokeless tobacco, except student's own  
20 prescription; or  
21
- 22 10. Committed an obscene act or engaged in habitual profanity or vulgarity; or  
23
- 24 11. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug  
25 paraphernalia as defined in Section 11014.5 of the Health and Safety Code; or  
26
- 27 12. Disrupted school activities or otherwise willfully defied the valid authority of  
28 supervisors, teachers, administrators, school officials, or other school personnel  
29 engaged in the performance of their duties; or  
30
- 31 13. Knowingly received stolen school property or private property; or  
32
- 33 14. Possessed an imitation firearm. "Imitation firearm" means a replica of a firearm  
34 that is so substantially similar in physical properties to lead a reasonable person  
35 to conclude that the replica is a firearm; or  
36
- 37 15. Committed or attempted to commit a sexual assault as defined in Section 261,  
38 266c, 286, 288a, or 289 or the Penal Code or committed a sexual battery as  
39 defined in Section 243.4 of the Penal Code; or  
40
- 41 16. Intimidated a pupil who is a witness in a school disciplinary proceeding to either  
42 prevent or retaliate against that pupil from being a witness; or  
43
- 44 17. Unlawfully offered, arranged to sell, negotiated to sell, or sold prescription drugs;  
45 or  
46

1 18. Engaged in, or attempted to engage in, hazing. "Hazing" does not include athletic  
2 events or school sanctioned events; or

3  
4 19. Engaged in an act of bullying, which is a severe or pervasive, physical or verbal  
5 act, including electronic act, and including one or more acts as defined in Section  
6 48900.2, 48900.3, or 48900.4 directed toward a pupil, that has or can be  
7 reasonably predicted to have the effect of placing a reasonable pupil in fear of  
8 harm to their property or of physical or emotional harm or causing the pupil to  
9 experience substantial interference with academic performance or substantial  
10 interference with his or her ability to participate in services, activities, or privileges  
11 provided by a school; or

12  
13 20. Aided or abetted, as defined in Penal Code 31, the affliction or attempted infliction  
14 of physical injury to another person, may be subject to suspension, but not  
15 expulsion, except when the victim suffered serious bodily injury per juvenile court  
16 adjudication.

17  
18 H. In each instance of teacher suspension, the following procedures shall be observed:

- 19  
20 1. The teacher shall notify the principal immediately of the circumstances and send  
21 the student directly to the principal.  
22  
23 2. The teacher shall contact the parent/guardian as soon as possible and request a  
24 parent-teacher conference. Whenever practicable, a school counselor or a school  
25 psychologist shall attend the conference.  
26  
27 3. An administrator shall participate in the conference if so requested by either party.  
28  
29 4. The student shall not be returned to class during the period of suspension without  
30 the concurrence of the teacher and the principal.  
31  
32 5. The student shall not be placed in another regular class during the period of the  
33 suspension. This applies only to regular classes scheduled at the same time as  
34 the class from which the student was suspended.  
35  
36 6. The teacher of any class from which a student was suspended may require the  
37 suspended student to complete any assignment and tests missed during the  
38 suspension.  
39  
40 7. Written procedures for handling disciplinary matters shall be provided to each  
41 teacher.

42  
43 The principal or responsible administrator shall maintain a written file of all actions  
44 taken suspension proceedings and send the teacher(s) involved a copy.  
45  
46  
47

1       **ARTICLE XX ~ PROCEDURES FOR REPORTING SUSPECTED CHILD ABUSE**  
2  
3

- 4       A. No later than the end of the first full week of each school year, the District shall make  
5       available to each teacher a copy of experts of all California Penal Code. The District  
6       shall provide annual in-service training for all teachers in the areas of reporting  
7       suspected child abuse cases and in recognizing indicators of child abuse in  
8       accordance with the Child Abuse and Neglect Reporting Act.  
9  
10      B. The District shall respect and maintain the confidentiality of all information on child  
11      abuse which a teacher reports to the appropriate authorities, to the extent consistent  
12      with the law.  
13  
14      C. The District shall assist teachers who have properly reported suspected child abuse in  
15      the course and scope of their employment in avoiding harassment or liability arising  
16      out of the reporting of suspected incidences of child abuses required by law.  
17  
18  
19

20                       **ARTICLE XXI ~ ADULT SCHOOL TEACHERS**  
21  
22

23      Adult School teachers shall be covered by all Articles of this Agreement, with the  
24      exception of, Article IX ~ Hours, Article XIII ~ Class Size, and Article XVII ~ Transfers.  
25

26      A. Assignments:  
27

- 28          1. Adult Education assignments are based upon enrollment and attendance of  
29          voluntary students. As attendance increases or decreases so must staff  
30          assignments. When hiring for Adult Education, notice will be given to the  
31          department, and first consideration will be given to increasing assignments of  
32          currently employed Adult Education bargaining unit members before other  
33          applicants are considered. If requested, the teacher will be given the reasons why  
34          his/her hours were not increased. When there is a reduction in Adult School  
35          Classes, first consideration will be given to maintaining hourly Adult School  
36          teachers' hours over K-12 teachers teaching extra hours at the Adult School.  
37  
38          2. The District may reduce the service of Probationary Adult School teachers for any  
39          of the following reasons:  
40  
41              a. Average daily attendance decline  
42  
43              b. A particular service or class being reduced or discounted  
44  
45              c. Conclusion of specific funding  
46

- 1 d. Unsatisfactory performance affecting the instructional program, including  
2 special curriculum needs, as evidenced by written evaluation reports  
3
- 4 3. No permanent Adult School teacher may be terminated or reduced while any  
5 probationary Adult School teacher or any teacher with less seniority is retained to  
6 render a service which said permanent Adult School teacher is certificated and  
7 competent to render. The Board shall make assignments and reassignments in  
8 such a manner that permanent Adult School teachers shall be retained to render  
9 any service which their seniority and qualifications entitle them to render.

10  
11 B. Permanency:

- 12
- 13 1. Thirty-four and three-quarters (34.75) hours a week is considered a full-time  
14 assignment at the Adult School. Twenty-one (21) hours or more per week must be  
15 worked to receive permanency.  
16
- 17 2. To attain permanency, an Adult School teacher must teach a minimum of 75% of  
18 the regular school year for two (2) consecutive years.  
19
- 20 3. Permanency shall be based on service as is equivalent to the average number of  
21 hours per week which Adult School teachers have served during their  
22 probationary years. It is not the intent of the District to reduce the hours of second  
23 (2nd) year probationary Adult School teachers for the sole purpose of disallowing  
24 attainment of permanent status. Adult School teachers who have attained  
25 permanency at a level below thirty-four and three-quarter (34.75) hours and who  
26 subsequently are increased in hours shall have their tenure level increased  
27 pursuant to the average of the two years.  
28
- 29 4. Adult School teachers with permanency in the day school, who become eligible  
30 for permanency in adult education, must at the time of being eligible elect as to  
31 whether permanency is with the day school or Adult School.  
32

33 C. Hourly Adult School teachers shall be paid in accordance with the established hourly  
34 rates set forth in Appendix A.  
35

36 D. Adult School teachers will be eligible for the following leaves:  
37

- 38 1. Sick leave – Sick leave is accumulated and is based upon the hourly assignment.  
39 Each instructor accumulates one hour of sick leave for each 17.5 hours of  
40 teaching. Pay for any day of such absence shall be the same as the pay which  
41 would have been received had the teacher served during the day. If such teacher  
42 does not take the full amount of leave allowed in any school year, the amount not  
43 taken shall be accumulated from the year to year without limit. Adult School  
44 teachers shall be able to utilize accumulated sick leave hours at any time they  
45 have an adult school assignment.  
46  
47

2. Bereavement – See Article XVIII, Leaves

3. Jury and Subpoena – See Article XVIII, Leaves

4. Industrial Accident or Illness – See Article XVIII, Leaves

5. Maternity – See Article XVIII, Leaves

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

F. Holidays:

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

2. If an Adult School teacher is scheduled to work on both Friday and Saturday and a legal holiday falls on Saturday, and by law, the District has Friday as the holiday, the Adult School teacher will receive holiday pay for both Friday and Saturday. An individual who works only on a Saturday, but is not scheduled to work on Friday, would only receive holiday pay for the Friday if the Saturday is a legal holiday.

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

G. Initial Placement:

1. Adult School teachers shall be given up to three (3) years credit for initial placement on the Adult School Teacher's Salary Schedule (Appendix A).

2. The previous experience must be in the area of Adult School teaching in an accredited Adult School program.

**ARTICLE XXII ~ HOURLY CTE TEACHERS**

A. Hourly CTE teachers shall be paid in accordance with the established hourly rates set forth in Appendix A.



1 B. Hourly CTE teachers shall be eligible for the following leaves:  
2

3 Sick Leave  
4

5 Sick leave is accumulated and is based upon the hourly assignment. Each hourly  
6 CTE teacher accumulates one hour of sick leave for each 17.5 hours of teaching. Pay  
7 for any day of such absence shall be the same as the pay which would have been  
8 received had the teacher served during the day. If such teacher does not take the full  
9 amount of leave allowed in any school year, the amount not taken shall be  
10 accumulated from year to year without limit. Hourly CTE teachers shall be able to  
11 utilize accumulated sick leave hours at any time they have a CTE hourly assignment.  
12

13 C. Hourly CTE teachers teaching thirty (30) hours or more per week shall be entitled to  
14 the same health and welfare benefits as accorded to regular, full-time contract  
15 teachers of the District in Article XXIV, Fringe Benefits.  
16  
17

18  
19 **ARTICLE XXIII ~ SUMMER SCHOOL TEACHERS**  
20  
21

22 A. Each summer school teacher employed by the Downey Unified School District shall  
23 be paid on an hourly rate per each hour or proportional hour worked. The rate of pay  
24 shall be as enumerated in Appendix A. An adult school teacher, teaching a summer  
25 school class paid out of adult school funds, may receive a higher hourly rate of pay  
26 than a middle or high school summer school teacher.  
27

28 B. Selection and appointment of District summer school personnel shall be the  
29 responsibility of the site administrator.  
30

31 C. Regularly employed members of the certificated employee bargaining unit shall be  
32 given preference over teachers from outside the District of summer school placement.  
33 A current satisfactory evaluation of regular teacher performance is required for  
34 summer school teaching.  
35

36 D. Selection and Appointment – members of the certificated employee bargaining unit  
37 employed on a 200-day contract or less shall be considered as qualified applicants for  
38 a summer school assignment. Summer school teaching assignments shall be limited  
39 to two consecutive summer school sessions so long as other qualified teachers have  
40 applied to teach summer school. If a teacher accepts a summer school assignment  
41 and then declines after May 10, the initial acceptance will count as though the teacher  
42 completed the summer assignment. Bargaining unit members will have first priority for  
43 summer school assignments.  
44

45 E. The elementary teacher work day for summer school will be no less than four (4)  
46 hours. The middle school and high school teacher workday for summer school will be  
47 no less than four and one-half (4.5) hours. Each summer school teacher shall be paid

the summer school daily rates as enumerated in Appendix A of this Agreement, for each summer school workday worked.

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

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

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

#### **ARTICLE XXIV ~ FRINGE BENEFITS**

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

B. The specific benefit of DUSD PPO Health Plan (currently administered by Blue Shield), the Kaiser Permanente Health Plan, the DUSD Dental Plan (currently administered by Cigna), and Safeguard/MetLife Dental Plan and the VSP Vision Plan 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 1. Unit members shall notify DUSD within sixty (60) calendar days or as required by  
2 the health plan administrator, whichever is earlier, of a change in eligibility such as  
3 dissolution of marriage, loss of life or maturation of children.  
4
- 5 2. Any unnecessary costs incurred by the District due to the failure of a covered unit  
6 member to timely notify DUSD of a change in eligibility as required in paragraph  
7 (1) above shall be the responsibility of the unit member who shall make  
8 appropriate arrangements with the District for reimbursement of such  
9 unnecessary costs.  
10
- 11 3. Failure to meet the obligations provided herein, including the reimbursement of  
12 costs incurred by the District due to the unit member's failure to timely notify it of a  
13 change in eligibility, shall subject the unit member to discipline up to and including  
14 prosecution.  
15
- 16 4. Moreover, failure to provide truthful or otherwise accurate information on any  
17 fringe benefits-related documents shall also subject the unit member to discipline  
18 up to and including prosecution.  
19
- 20 5. As a result of the audit, the District will identify employees and/or their dependents  
21 who are no longer eligible for coverage but have been inappropriately receiving  
22 benefits through omission, error or fraud by the unit member.  
23
- 24 6. The unit member has the right to appeal.  
25
- 26 F. The District contribution for regular contract teachers serving less than a full-time  
27 capacity shall be prorated as follows:  
28
  - 29 1. Six (6) hours per day or more = 100%
  - 30 2. Less than six (6) hours, but more than four (4) hours = 75%
  - 31 3. Four (4) hours = 50%
  - 32 4. Less than four (4) hours = 0%
  - 33
- 34 G. Hourly unit members are not eligible for voluntary fringe benefit coverage except as  
35 provided in Article XXI - Adult School Teachers and Article XXII - Hourly CTE  
36 Teachers.  
37
- 38 H. Unit members shall provide the District once every four (4) years with a certification in  
39 form of a TB screening, an X-ray or tuberculosis skin examination that they are free of  
40 tuberculosis. The District shall inform the unit members in writing where free services  
41 are provided in obtaining this certification. The District shall notify each unit member  
42 at the beginning of the school year in which the teacher's certification is to expire of  
43 the requirement that he/she must obtain his/her tuberculous clearance by the end of  
44 that school year.  
45
- 46 I. Before requiring physical or psychiatric examination of a unit member, the District  
47 shall notify the unit member of his/her rights to representation at any meeting in which

1 said possible examination requirements are going to be discussed. The District shall  
2 adjourn any meeting at the request of the teacher so that he/she may obtain such  
3 representation and schedule a subsequent meeting at which such representation is  
4 present. Any examinations so required by the District shall be paid for by the District.  
5

6 J. Unit members who work a complete school year shall have fringe benefits under the  
7 District's fringe benefit program effective through the last day of September. Unit  
8 members who are employed after the first day of the school year and who sign the  
9 appropriate enrollment forms by the 10th of the month shall have the fringe benefits  
10 commence at the beginning of the next pay period. Unit members who are employed  
11 after the first day of the school year and who sign the appropriate forms after the 10th  
12 of the month shall have fringe benefits commence at the beginning of the second pay  
13 period following the signing of the forms.  
14

15 K. Unit members who terminate their employment before the close of the school year  
16 shall be under the District's fringe benefit programs through the last day of the month  
17 in which the termination occurs.  
18

19 L. Unit members shall continue to be covered under the District's fringe benefit program  
20 through the last day of September during the year in which this contract terminates.  
21

22 M. If a unit member should die during the calendar year, the District shall provide health  
23 and accident benefits to enrolled dependents for the month in which the death occurs,  
24 and for three (3) additional months thereafter.  
25

26 N. Unit members may enroll new eligible dependents within 30 days of the occurring  
27 event (i.e., birth, marriage, registered partnership, adoption) for all health, vision and  
28 dental benefits.  
29

- 30 • For the purpose of the employee's benefit plan(s), eligible dependents include  
31 spouse, State Registered Domestic Partner, child(ren) of, adopted by, or in legal  
32 guardianship of the employee, spouse, or Domestic Partner.  
33

34 O. During each school year, the District's Health Insurance Broker will meet with duly  
35 appointed Representatives of the Association as needed. The District shall provide  
36 quarterly detailed printed information regarding all District sponsored health and  
37 dental plans, including their claims experience, a record of premiums paid, and claims  
38 expended, and such other information.  
39

40 P. Early Retirement Benefit Plan:  
41

42 The following provisions shall determine the conditions of eligibility and payment of  
43 Early Retirement Benefits to full-time certificated employees.  
44

- 45 1. The employee must have reached his/her 55th birthday prior to July 1 of the year  
46 he/she elects to retire. The employee must have submitted to the Certificated

1 Human Resources Office his/her letter of intent to retire 90 days before his/her  
2 effective retirement date.

3  
4 2. The employee must have rendered ten (10) years of credited service in paid  
5 status to the District with at least five (5) years of continuous service occurring  
6 immediately before retirement; FMLA (Article XVIII, Leaves, #10) will not be  
7 considered as a break in paid status under this section.

8  
9 3. The employee must have rendered ten (10) years of credited service in paid  
10 status to the District with at least five (5) years of continuous service occurring  
11 immediately before retirement; FMLA (Article XVIII, Leaves, #10) will not be  
12 considered as a break in paid status under this section.

13  
14 4. Verification must be established that the employee filed his/her application for  
15 regular retirement benefits, not a disability allowance, with the State Teacher's  
16 Retirement System or has submitted an annual notarized affidavit stating that  
17 he/she has not or will not engage in gainful employment as a regular employee  
18 under the jurisdiction of the above retirement system.

19  
20 Q. Spouse:

- 21  
22 1. The eligible spouse of the employee shall be afforded health benefits  
23 commensurate with the retiree's eligibility period provided he/she is enrolled or will  
24 be properly enrolled during the designated open enrollment period.  
25  
26 2. Notice AB 205, Domestic Partner Insurance Eligibility, extend the rights and duties  
27 of marriage to persons as domestic partners in the state of California on and after  
28 January 1, 2005, in compliance with the current statute.

29  
30 R. Spouse Term of Coverage:

- 31  
32 1. The coverage of the health insurance plan shall be for a period not to exceed 10  
33 years for employees between the ages of 55 and 65.  
34  
35 2. In the event of the retiree's death, the surviving spouse may continue health  
36 benefit coverage for a period commensurate with the eligibility period remaining to  
37 the retiree prior to death, subject to company rulings, and providing the spouse  
38 assumes the cost of the premiums for said coverage by paying in advance on a  
39 quarterly basis as directed by the Business Services.  
40  
41 3. Failure of the surviving spouse to meet payment dates will automatically cancel  
42 the spouse's coverage in the health plan without reinstatement privileges.  
43  
44 4. The remarriage of the surviving spouse automatically cancels coverage under this  
45 plan.  
46  
47

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 XXV ~ 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.
- B. Step and column earned advancements provided for the Teacher's Basic Salary Schedule shall be honored by the District upon the teacher's completion of eligibility requirements as specified in provisions cited under Appendix A.
- C. The assignment of a unit member to the salary schedule scale shall be in accordance with the provisions of Appendix A placed on the District website.
  1. Members of the certificated employee bargaining unit shall be paid eleventhly on the following specific days during the fiscal year:

2018 - 19	2019 - 20	2020 - 21
Friday, August 31, 2018	Friday, August 30, 2019	Monday, August 31, 2020
Friday, September 28, 2018	Monday, September 30, 2019	Wednesday, September 30, 2020
Wednesday, October 31, 2018	Thursday, October 31, 2019	Friday, October 30, 2020
Friday, November 30, 2018	Friday, November 30, 2019	Monday, November 30, 2020
Friday, December 28, 2018	Monday, December 30, 2019	Wednesday, December 30, 2020
Thursday, January 31, 2019	Friday, January 31, 2020	Friday, January 29, 2021
Thursday, February 28, 2019	Friday, February 28, 2020	Friday, February 26, 2021
Friday, March 29, 2019	Tuesday, March 31, 2020	Wednesday, March 31, 2021
Tuesday, April 30, 2019	Thursday, April 30, 2020	Friday, April 30, 2021
Friday, May 31, 2019	Friday, May 29, 2020	Monday, May 31, 2021
Friday, June 28, 2019	Tuesday, June 30, 2020	Wednesday, June 30, 2021

- 1 D. Salary remuneration for any and all services in addition to a respective unit member's  
2 regular assignment, with the exception of substitute coverage reimbursement as  
3 enumerated in Article IX, Section O, shall be made within thirty (30) calendar days  
4 following the time the service(s) is/are completed.  
5
- 6 E. Unit members shall be reimbursed according to the IRS approved mileage fees when  
7 using their personal automobiles for school related transportation required/requested  
8 and authorized in advance of such use by an appropriate site or District office  
9 administrator.  
10
- 11 F. All stipends for extra duty shall be paid within the thirty (30) calendar days of  
12 completion of said extra-duty assignment by special pay warrant, separate from each  
13 teachers' regular eleventhly salary warrant. Each extra-duty warrant shall clearly  
14 enumerate the specific nature of the extra-duty assignment(s) being covered by each  
15 respective warrant.  
16
- 17 G. The DUSD Board of Education shall not pay any athletic/coaching extra-duty stipend  
18 amount to any member of the certificated employee bargaining unit that has not been  
19 first negotiated and included in Appendix A of this Agreement.  
20
- 21 H. The District shall provide a process under which each certificated employee can  
22 cause his/her monthly pay warrant to be directly deposited to the respective teacher's  
23 personal checking account in the bank of his/her choice.  
24

#### 25 **ARTICLE XXVI ~ SAVINGS**

26  
27  
28 In the event that any provision of this Agreement is or shall at any time be contrary to the  
29 law as determined by a court of competent jurisdiction, all other provisions of this  
30 Agreement shall continue in effect.  
31

32 In such event, the employer and the Association shall, upon request of either party,  
33 immediately commence negotiations regarding the means of compliance with such law or  
34 decision.  
35

#### 36 **ARTICLE XXVII ~ SUPPORT**

37  
38  
39  
40 The Association and the District agree to lend full support to the implementation of the  
41 provisions of this Agreement.  
42

#### 43 **ARTICLE XXVIII ~ NO STRIKE CLAUSE**

44  
45 The Association agrees that there shall be no strike, work stoppages, slowdown, or other  
46 concerted refusals by unit members to perform work during the term of this Agreement.  
47

1 The Association shall make all reasonable efforts to induce unit members to conform to the  
2 provisions of this Article. In the event that the provisions of this Article are violated by the  
3 Association, the District shall have the right to withdraw any rights or privileges provided for in  
4 the Agreement.  
5  
6

7 **ARTICLE XXIX ~ ZIPPER CLAUSE**  
8  
9

10 The Association and the Board of Education retain the rights to consult with each other regarding  
11 subjects defined in Article 4, Section 3643 (d) of the Public Education Employment Relations Act.  
12


13 During the term of this Agreement, the parties reserve the right to reopen negotiations on any part of  
14 this Agreement, by mutual agreement.  
15  
16  
17

18 **ARTICLE XXX ~ SIGNATURES**  
19  
20


21 The signatures which follow indicate that the Agreement has been ratified by the Board of  
22 Education and the Association.  
23  
24  
25  
26

27 **Agreed Upon October 1, 2018**  
28  
29

30 FOR THE ASSOCIATION:

31   
32 \_\_\_\_\_  
33 Jim Mogan  
34 DEA President  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

FOR THE DISTRICT:

31   
32 \_\_\_\_\_  
33 Rena Thompson, Ed.D.  
34 Assistant Superintendent  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47



Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

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

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

SALARY SCHEDULE/RATES PROVISIONS - continued

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 (5<sup>th</sup>) 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.

Verification:

Official 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.

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS- continued

AR 4141

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:

Category A

Anthropology  
Art Appreciation  
Bilingual Education  
Business Administration  
Computer Science/Data Processing\*  
Economics  
Education  
English  
Environmental Studies  
Ethnic Studies  
Foreign Language  
Geography

History  
Mathematics  
Music Appreciation  
Philosophy  
Psychology  
Police Science  
Political Science  
Reading  
Science  
Sociology  
Speech

\*Lower division work is acceptable.

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification - continued

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
  - 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.

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS- continued

AR 4141

Advance in Classification - continued

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.

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

AR 4141

BASIC TEACHER'S SALARY SCHEDULE 2019-20

Effective August 1, 2019

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

	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
<b>STEP</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>S</b>					
1	\$58,678	\$63,034	\$67,393	\$71,739	\$76,094
2	\$60,855	\$65,206	\$69,561	\$73,908	\$78,258
3	\$63,025	\$67,374	\$71,725	\$76,085	\$80,434
4	\$65,189	\$69,547	\$73,899	\$78,250	\$82,604
5	\$67,365	\$71,717	\$76,064	\$80,424	\$84,778
6	\$69,534	\$73,892	\$78,242	\$82,591	\$86,946
7		\$76,058	\$80,414	\$84,757	\$89,116
8		\$78,227	\$82,579	\$86,929	\$91,288
9			\$84,748	\$89,110	\$93,457
10			\$87,911	\$92,267	\$96,611
15-20			94,650	\$99,009	\$103,354
21-25			\$99,003	\$103,340	\$109,253
26-29			\$101,889	\$107,475	\$114,555
30				\$111,922	\$120,115

**MASTER'S or DOCTORATE:**

Columns C, D, E, or F

\$445 for earned Master's Degree

\$2738 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**

**PSYCHOLOGIST SALARY SCHEDULE ~ P**  
(192 CONTRACT DAYS)

Effective August 1, 2019

**STEP 1 ~ \$103,546**

**STEP 2 ~ \$105,659**

**STEP 3 ~ \$107,815**

**STEP 4 ~ \$110,015**

**STEP 5 ~ \$112,260**

**STEP 10 ~ \$115,628**

**STEP 15 ~ \$119,096**

**STEP 20 ~ \$122,669**

**STEP 25 ~ \$126,349**

**Doctoral Stipend: \$2,738**



Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries

1. Counselors:

Responsibility factor added to basic salary:

1<sup>st</sup> Year - \$4,952

2<sup>nd</sup> Year - \$5,053

3<sup>rd</sup> Year - \$5,155

4<sup>th</sup> Year - \$5,257

5<sup>th</sup> Year - \$5,359

1a. Counselor Hourly Rate: \$55.00

2. Adult School / CTE Hourly Rate:

Step 1 - \$46.59 per hour

Step 2 - \$47.60 per hour

Step 3 - \$48.68 per hour

Step 4 - \$49.61 per hour

Step 5 - \$50.60 per hour

3. Other Hourly:

ALL EXTRA-DUTY SHALL BE PAID AT THE RATE OF \$37.30 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).

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS- continued

AR 4141

Other Certificated Salaries – continued

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	\$327.38
Additional Amount	\$ 24.92

6. Summer School Hourly Rate:

Elementary	\$58.66
Middle & High School	\$58.66
Speech-Language Pathologist	\$68.83

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	\$1,882
8. TIP Consulting Teacher	\$5,750
9. TIP Consulting Teacher Coordinator	\$1,638
10. TIP Panel Member	\$4,705
11. Robotics Coach (MS/HS)	\$1,585
12. Skills USA Site Coordinator (HS)	\$4,268
13. Skills USA Advisor	\$1,585
14. Skills USA Advisor (Nationals)	\$1,585
15. Psychologist Lead	\$3,073
(to be voted on annually by the Psychologists by June 1, for the following year)	

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

16. Psychologist Intern Supervisor	\$1,610
17. SLP Lead	\$3,073
18. SLP Mentor (for 5 <sup>th</sup> year students)	\$1,638
19. Social Skills Advisor (ES/MS/HS)	\$1,341
20. Technology Teacher Leaders:	
Elementary	\$2,557
Middle & High School	\$2,557
21. PLC/Grade Level Lead Teacher:	
Elementary	\$1,638
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)	
22. PLC Lead Core Teacher:	
Middle & High School	\$1,638
English / Math / Social Science / Science (4 per core subject) for a total of ~ 16	
<i>High School Only:</i> LOTE (4) / VPA (1) for a total of ~ 21)	
23. AVID Site Coordinator:	
Elementary School	\$1,594
Middle School	\$2,846
High School	\$4,268
24. HIGH SCHOOL:	
Yearbook	\$4,067
Band	\$4,799
Choral	\$3,160

Downey Unified School District

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS- continued

AR 4141

Other Certificated Salaries - continued

Cheer/Drill Team	\$3,534
Drama	\$3,174
Newspaper	\$3,575
Pep Squad	\$3,534
Assistant Pep Squad	\$2,729
Competitive Dance Team	\$3,439
Competitive Cheer	\$3,439
Student Activity Director	\$7,854
Link Crew	\$2,453

25. CONTINUATION HIGH SCHOOL:

Yearbook (2/3) / Newspaper (1/3)	\$3,534
Student Council	\$1,554

26. MIDDLE SCHOOL:

Yearbook	\$1,585
Drama	\$1,585
Band	\$1,585
Marching Band	\$1,706
Student Council Advisor	\$1,554
W.E.B.	\$1,554
Choir	\$1,554

27. ELEMENTARY SCHOOL:

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

Carnival of Champions Coach	\$1,384
Choir	\$ 432
Student Council Advisor	\$1,365

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

28. HIGH SCHOOL – ATHLETICS:

Athletic Director	\$7,854
-------------------	---------

Baseball/Softball

Head	\$4,711
Assistant Varsity	\$2,827
JV	\$3,299
Frosh/Soph	\$2,827

Basketball

Head	\$4,820
Assistant Varsity	\$2,892
JV	\$3,373
Frosh	\$2,892

Beach Volleyball

Head	\$3,212
------	---------

Cross Country\*

Head	\$3,346
Assistant Varsity	\$2,008

Football\*

Head	\$5,584
Assistant Varsity	\$3,351
JV	\$4,070
Frosh	\$3,351

Golf

Head	\$3,301
JV	\$2,266

Lacrosse

Head	\$4,054
JV	\$2,761

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries – continued

29. HIGH SCHOOL – ATHLETICS - continued

Soccer

Head	\$4,358
JV	\$3,049
Frosh	\$2,573

Swimming

Head	\$3,301
JV	\$2,325

Tennis

Head	\$3,569
JV	\$2,621

Track

Head	\$4,430
Assistant	\$2,659
Frosh	\$2,811

Volleyball

Varsity	\$3,977
JV	\$2,783
Frosh	\$2,386

Water Polo\*

Head	\$3,451
JV	\$2,416
Frosh	\$2,071

Wrestling

Head	\$3,451
JV	\$2,997
Frosh	\$2,539

\* Includes pre-school coaching pay

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries – continued

30. MIDDLE SCHOOL:

Athletic Director	\$5,705
Baseball/Softball	\$1,443
Basketball A & B	\$1,443
Cheer Advisor	\$1,443
Football	\$1,443
Soccer	\$1,443
Track	\$1,443
Volleyball	\$1,443
Wrestling	\$1,443
Intramural Sports	\$ 350

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:

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

Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries – continued

Additional Coaching Stipend Positions: - continued

positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement.

- A. 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:

TK – 5 and SLP 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 beginning or end of an instructional day.

Administrative Designee:               \$58.23 per hour

Robotics Coach (Grades 3-5) shall receive an extra-duty hourly stipend of \$36.27 for up to 16 hours of coaching.

Categorical Resource Teacher:   \$2,544 per year

Combination Class Teacher:       \$7,631 per year



Downey Unified School District  
CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

VOLUNTARY TEACHER SUPERVISION OF STUDENTS:

Supervision Rate: \$32.90 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 \$274.21 per each summer Staff Development Day less statutory benefits including Workers Compensation, SUI and Medicare, if applicable.

SPECIAL PROVISIONS:

Head Nurse





An annual stipend of \$3073 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

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 \$5,228 will be provided to each SLP, paid monthly.

Approved: 11/15/05, 2/21/06, 12/5/06, 12/18/07, 4/20/10, 6/26/12, 6/25/13, 6/24/14, 8/19/14, 6/23/15, 7/12/16, 9/6/16, 1/17/17, 10/16/18, 12/11/18, 10/8/19

**APPENDIX B**
**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
--	--	---	--	--------------------------------------

July 2018						January 2019						6th School Month: 12/31/18 - 1/25/19					
M	TU	W	TH	F		M	TU	W	TH	F	Days Taught: 18 / Days Worked: 18						
2	3	4	5	6	4th- Independence Day Holiday		1	2	3	4	1st-4th - Winter Break for Students and Teachers						
9	10	11	12	13		7	8	9	10	11	1st - New Year's Day Holiday						
16	17	18	19	20		14	15	16	17	18	7th - Minimum Day (HS) - 1st Day of 2nd Semester						
23	24	25	26	27		21	22	23	24	25	11th - Progress Reports (ES)						
30	31					28	29	30	31		21st - Martin Luther King Day Holiday						
August 2018						February 2019						7th School Month: 1/28/19 - 2/22/2019					
M	TU	W	TH	F	1st School Month: 8/13/18 - 9/7/18	M	TU	W	TH	F	Days Taught: 18 / Days Worked: 18						
		1	2	3	13th - 14th- Student Free Day / Staff Development Day 15th- School Begins / Minimum Day All Schools					1	11th - Lincoln's Birthday Holiday						
6	7	8	9	10		4	5	6	7	8	18th - Washington's Birthday Holiday						
13	14	15	16	17		11	12	13	14	15	President's Day Holiday						
20	21	22	23	24		18	19	20	21	22	22nd - Progress Reports (MS)						
27	28	29	30	31		25	26	27	28		22nd - Progress Reports (MS)						
September 2018						March 2019						8th School Month: 2/25/19 - 3/22/19					
M	TU	W	TH	F	2nd School Month: 9/10/18 - 10/5/18	M	TU	W	TH	F	Days Taught: 21 / Days Worked: 21						
3	4	5	6	7	3rd- Labor Day Holiday 21st- Progress Report (MS) 28th- Progress Report (ES)					1	1st - End of 2nd Grading Period (ES)						
10	11	12	13	14		4	5	6	7	8	15th - End of 3rd Quarter (HS)						
17	18	19	20	21		11	12	13	14	15							
24	25	26	27	28		18	19	20	21	22							
						25	26	27	28	29							
October 2018						April 2019						9th School Month: 3/25/19 - 4/19/2019					
M	TU	W	TH	F	3rd School Month: 10/8/18 - 11/2/18	M	TU	W	TH	F	Days Taught: 17 / Days Worked: 17						
1	2	3	4	5	8th- Student Free Day / Staff Development Day 12th- End of 1st Quarter (HS)	1	2	3	4	5	5th - Progress Reports (MS)						
8	9	10	11	12		8	9	10	11	12	12th - Progress Reports (ES)						
15	16	17	18	19		15	16	17	18	19	22nd-26th - Spring Break for Students and Teachers						
22	23	24	25	26		22	23	24	25	26							
29	30	31				29	30										
November 2018						May 2019						10th School Month: 4/22/19 - 5/17/19					
M	TU	W	TH	F	4th School Month: 11/5/18 - 11/30/18	M	TU	W	TH	F	Days Taught: 22 / Days Worked: 22						
			1	2	2nd- Progress Reports (MS) 9th- End of 1st Grading Period (ES) 12th- Veteran's Day Holiday 13th-16th- Min. Day (ES) - Parent Conferences 19th-22nd - Student / Teacher Free Day 21st - Local Holiday All Employees 22nd - Thanksgiving Day Holiday 23rd - Local Holiday			1	2	3	27th - Memorial Day Holiday						
5	6	7	8	9		6	7	8	9	10	29th - 31st - Minimum Day - Finals (HS)						
12	13	14	15	16		13	14	15	16	17	31st - Minimum Day All Schools / End of Year						
19	20	21	22	23		20	21	22	23	24							
26	27	28	29	30		27	28	29	30	31							
December 2018						June 2019						11th School Month: 5/20/19 - 6/3/19					
M	TU	W	TH	F	5th School Month: 12/3/18 - 12/28/18	M	TU	W	TH	F	Days Taught: 0 / Days Worked: 1						
3	4	5	6	7	18th-20th - Minimum Day - Finals (HS) 20th - Min. Day-End of 1st Semester (MS & HS) 21st - Student Free Day 24th-31st - Winter Break for Students and Teachers 24th - Local Holiday (In Lieu of Admissions Day) 25th - Christmas Day Holiday	3	4	5	6	7	3rd - Student Free Day / Teacher Check Out Day						
10	11	12	13	14		10	11	12	13	14							
17	18	19	20	21		17	18	19	20	21							
24	25	26	27	28		24	25	26	27	28							
31																	

## APPENDIX B

DOWNEY UNIFIED SCHOOL DISTRICT  
2019 ~ 2020 SCHOOL CALENDAR

State Holiday



Local Holiday

Student / Teacher  
Free Day

Student Free Day



Days Taught: 180

Days Worked: 185

July 2019					January 2020					6th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Worked: 19 / Days Taught: 19				
1	2	3	4	5			1	2	3	1st - 3rd - Winter Break - Students/Teachers 1st - New Year's Day Holiday 10th - Progress Reports (ES) 20th - Martin Luther King Day Holiday				
8	9	10	11	12	6	7	8	9	10					
15	16	17	18	19	13	14	15	16	17					
22	23	24	25	26	20	21	22	23	24					
29	30	31			27	28	29	30	31					
August 2019					February 2020					7th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Worked: 18 / Days Taught: 18				
			1	2						7th - Progress Reports (HS) 10th - Lincoln's Birthday Holiday 17th - Washington's Birthday Holiday 21st - Progress Reports (MS)				
5	6	7	8	9	3	4	5	6	7					
12	13	14	15	16	10	11	12	13	14					
19	20	21	22	23	17	18	19	20	21					
26	27	28	29	30	24	25	26	27	28					
September 2019					March 2020					8th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Taught: 22 / Days Worked: 22				
2	3	4	5	6	2	3	4	5	6	11th - Report Cards Go Home (ES) 13th - End of 3rd Quarter (HS)				
9	10	11	12	13	9	10	11	12	13					
16	17	18	19	20	16	17	18	19	20					
23	24	25	26	27	23	24	25	26	27					
30					30	31								
October 2019					April 2020					9th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Worked: 17 / Days Taught: 17				
	1	2	3	4			1	2	3	3rd - Progress Reports (MS) 10th - Progress Reports (ES) 13th - 17th - Spring Break - Students/Teachers 24th - Progress Reports (HS)				
7	8	9	10	11	6	7	8	9	10					
14	15	16	17	18	13	14	15	16	17					
21	22	23	24	25	20	21	22	23	24					
28	29	30	31		27	28	29	30						
November 2019					May 2020					10th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Worked: 20 / Days Taught: 20				
				1					1	25th - Memorial Day Holiday 27th - 29th - Minimum Day - Finals (HS) 29th - Minimum Day - End of School Year				
4	5	6	7	8	4	5	6	7	8					
11	12	13	14	15	11	12	13	14	15					
18	19	20	21	22	18	19	20	21	22					
25	26	27	28	29	25	26	27	28	29					
December 2019					June 2020					11th School Month:				
M	TU	W	TH	F	M	TU	W	TH	F	Days Worked: 1 / Days Taught: 0				
2	3	4	5	6	1	2	3	4	5	1st - Student Free Day Teacher Check Out Day Grades Due (MS) & (HS)				
9	10	11	12	13	8	9	10	11	12					
16	17	18	19	20	15	16	17	18	19					
23	24	25	26	27	22	23	24	25	26					
30	31				29	30								

**APPENDIX B**

## DOWNEY UNIFIED SCHOOL DISTRICT

## 2020 ~ 2021 SCHOOL CALENDAR

State Holiday



Local Holiday


 Student / Teacher  
Free Day


Student Free Day



Days Worked: 185

Days Taught: 180

**July 2020**

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3rd - Independence Day Holiday (observed)

**January 2021**

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**6th School Month: 12/28/2020 ~ 1/22/2021**
**Days Worked: 19 / Days Taught: 19**

 1st - New Year's Day Holiday  
 18th - Martin Luther King Day Holiday  
 22nd - Progress Reports (ES)

**February 2021**

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

**7th School Month: 1/25/2021 ~ 2/19/2021**
**Days Worked: 18 / Days Taught: 18**

 5th - Progress Reports (HS)  
 8th - Lincoln's Birthday Holiday  
 15th - Presidents' Day Holiday  
 19th - Progress Reports (MS)

**March 2021**

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**8th School Month: 2/22/2021 ~ 3/19/2021**
**Days Worked: 23 / Days Taught: 23**

 3rd - Minimum Day (HS ONLY) SAT  
 10th - Report Cards Go Home (ES)  
 12th - End of 3rd Quarter (HS)

**April 2021**

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**9th School Month: 3/22/2021 ~ 4/16/2021**
**Days Worked: 16 / Days Taught: 16**

 1st - Progress Reports (MS)  
 2nd - 9th - Spring Break - Students / Teachers  
 23rd - Progress Reports (HS)

**May 2021**

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**10th School Month: 4/19/2021 ~ 5/14/2021**
**Days Worked: 20 / Days Taught: 20**

 26th - 28th - Minimum Day - Finals (HS)  
 28th - Minimum Day - End of School Year  
 31st - Memorial Day Holiday

**June 2021**

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**11th School Month: 5/17/2021 ~ 5/28/2021**
**Days Worked: 1 / Days Taught: 0**

 1st - Student Free Day / Staff Development  
 Teacher Check Out Day / Grades  
 Due (MS) & (HS)

**August 2020**

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**1st School Month: 8/10/2020 ~ 9/4/2020**
**Days Worked: 16 / Days Taught: 14**

 10th & 11th - Student Free Day / Staff Development  
 12th - Minimum Day - School Year Begins

**September 2020**

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**2nd School Month: 9/7/2020 ~ 10/2/2020**
**Days Worked: 21 / Days Taught: 21**

 7th - Labor Day Holiday  
 11th - Progress Reports (HS)  
 18th - Progress Reports (MS)  
 25th - Progress Reports (ES)

**October 2020**

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**3rd School Month: 10/5/2020 ~ 10/30/2020**
**Days Worked: 22 / Days Taught: 21**

 9th - End of 1st Quarter (HS)  
 12th - Student Free Day / Staff Development  
 30th - Progress Reports (MS)

**November 2020**

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

**4th School Month: 11/2/2020 ~ 11/27/2020**
**Days Worked: 15 / Days Taught: 15**

 6th - Progress Reports (HS)  
 11th - Veteran's Day Holiday  
 17th - 20th - Minimum Day (ES) - Parent Conf.  
 23rd & 24th - Student / Teacher Free Day  
 25th & 27th - Local Holiday All Employees  
 26th - Thanksgiving Day Holiday

**December 2020**

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**5th School Month: 11/30/2020 ~ 12/25/2020**
**Days Worked: 14 / Days Taught: 13**

 15th - 17th - Minimum Day - Finals (HS)  
 17th - Min. Day - End of 1st Sem. (MS) & (HS)  
 18th - Student Free Day / Grades Due (MS) & (HS)  
 21st - 31st - Winter Break-Students/Teachers  
 24th - Local Holiday  
 25th - Christmas Day Holiday

**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 91 – 118)

Included in this section are the following evaluation forms:

- Teacher Evaluation (91 – 93)
- Teacher Section II Evaluation (94 – 95)
- Teacher Specialist Evaluation (96 – 98)
- Counselor Evaluation (99 – 100)
- Certificated Librarian Evaluation (101 – 104)
- SLP/APE/RSP/TVI Evaluation (105 – 109)
- SLP/APE/RSP/TVI Section II Evaluation (110 – 111)
- Nurse Evaluation (112 – 113)
- Psychologist Evaluation (114 – 118)

# 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:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Through:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	
Dates/Length of Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>		2)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>		3)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
Dates of Conference Related to Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	2)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	3)
	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>		<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	

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

☐ 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: _____	Evaluatee: _____	Date: _____
Evaluator: _____	Date: _____	Evaluator: _____	Date: _____
(Signatures)		(Signatures)	
Evaluator: _____	Date: _____	Evaluator: _____	Date: _____
(Print)		(Print)	
Approved by: _____	Date: _____	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:

Evalutee's  
Signature \_\_\_\_\_  
This signature does not necessarily denote agreement  
with all factors of the evaluation.

Date:

Approved  
By \_\_\_\_\_

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

--

**DOWNEY UNIFIED SCHOOL DISTRICT  
TEACHER SPECIALIST EVALUATION**

Evaluatee \_\_\_\_\_ Permanent ☐ Probationary ☐ Temporary ☐

Location \_\_\_\_\_ Assignment \_\_\_\_\_

Period covered by this Evaluation \_\_\_\_\_ through \_\_\_\_\_

Dates of Conferences (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Explanation of Rating Symbols**

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

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

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

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

**AREA ONE: Organization, Administration and Planning**

Key Elements for Area One:

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

Comment:

**AREA TWO: Instructional Leadership**

Key Elements for Area Two:

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

Comment:

**AREA THREE: Community Relationships**

Key Elements for Area Three:

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

Comment:

**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

Comment:

**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

Comment:

**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 areas of evaluation listed above were discussed and reviewed in a personal conference.

Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Evaluator: \_\_\_\_\_  
(Print Name)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Signatures indicate that both parties have read this evaluation.

Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Evaluator: \_\_\_\_\_  
(Print Name)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**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:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Through:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Dates of Conferences:	1) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>	2) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>	3) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>

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

- ☐ 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: _____	Evaluatee: _____	Date: _____
Evaluator: _____	Date: _____	Evaluator: _____	Date: _____
(Signatures)		(Signatures)	
Evaluator: _____	Date: _____	Evaluator: _____	Date: _____
(Print)		(Print)	
Approved by: _____	Date: _____	Approved by: _____	Date: _____



# DOWNEY UNIFIED SCHOOL DISTRICT CERTIFICATED LIBRARIAN EVALUATION

Evaluatee:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary
Location:	Assignment:		
Period covered by this evaluation:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Through:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Dates/Length of Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>		2) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>
			3) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>
Dates of Conference Related to Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	2)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
		3)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>

Explanation of Rating Symbols	
<b>M</b>	Meet expectations of the Downey Unified School District.
<b>N</b>	Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.
<b>U</b>	Performance is not of the quality acceptable in the Downey Unified School District.
<b><i>For permanent employees, one rating of unsatisfactory in Standards 1 - 4 will require participation in Peer Assistance and Review.</i></b>	

 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:	Evaluatee:	Date:
_____	_____	_____	_____
Evaluator:	Date:	Evaluator:	Date:
_____	_____	_____	_____
(Signatures)		(Signatures)	
Evaluator:	Date:	Evaluator:	Date:
_____	_____	_____	_____
(Print)		(Print)	
Approved by:	Date:	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:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary
Location:	Assignment:		
Period covered by this evaluation:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Through:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Dates/Length of Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	2)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
		3)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
Dates of Conference Related to Observations: 1)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	2)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>
		3)	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>

**Explanation of Rating Symbols**

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

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:	Evaluator:	Date:
_____	_____	_____	_____
(Signatures)		(Signatures)	
Evaluator:	Date:	Evaluator:	Date:
_____	_____	_____	_____
(Print)		(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 \_\_\_\_\_  
This signature does not necessarily denote agreement  
with all factors of the evaluation.

Date:

Approved  
By \_\_\_\_\_

Evalutee's Comments: This space may be used for any comments the evalutee 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

- |   |   |
|---|---|
| <p><b>M MEETS EXPECTATIONS:</b><br/>Meets expectations of the Downey Unified School District</p> <p><b>N NEEDS TO IMPROVE</b><br/>Does not meet the Downey Unified School District expectations at this time but appears to have potential for improvement.</p> | <p><b>U UNSATISFACTORY</b><br/>Performance is not of the quality acceptable in the Downey Unified School District</p> |
|---|---|

**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 statutes, 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:



DOWNEY UNIFIED SCHOOL DISTRICT  
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

Name:		School Year:	
Assignment:		School/Department:	
Evaluator:			

This School Psychologist evaluation is based on the National Association of School Psychologists Model for Comprehensive and Integrated School Psychological Services.

In preparation for the pre-evaluation meeting: Complete the Success Indicators and/or Goals section for each CPSEL. Success Indicators and/or Goals should be relative to the psychologist's plan and the District's Annual Board Goals.

At the pre-evaluation meeting, the evaluator and the administrators will discuss and mutually agree upon the Success Indicators and/or Goals.

Please submit this completed form electronically to your evaluator no later than October 15<sup>th</sup>. Please bring a hard copy of this completed form to the pre-evaluation meeting.

### Performance Rating Criteria

Overall Assessment is a holistic indicator of administrator's performance against the California Professional Standards for the Educational Leaders. The overall assessment is the sum total of the entire spectrum of the administrator's performance. In arriving at an overall rating, the administrator will consider the total performance as recorded during the year.

1. **Exemplary Performance** – Administrator exemplifies expert practices in relation to elements of the California Professional Standards for Educational Leaders. Exemplary performance is practice that could serve as a model for others.
2. **Exceeds Standards** – Administrator exemplifies exceptional practices in relation to elements of the California Professional Standards for Educational Leaders.
3. **Meets Standards** – Administrator demonstrates competent and successful practices in relation to elements of the California Professional Standards for Educational Leaders.
4. **Needs to Improve** – Administrator demonstrates a need to improve in one or more areas as revealed by a specific set of evidence in relation to elements of the California Professional Standards for Educational Leaders.

DOWNEY UNIFIED SCHOOL DISTRICT  
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

**1. PRACTICES FOR EFFECTIVE SERVICE DELIVERY**

**Domain 1: Data-Based Decision Making and Accountability**

School Psychologists have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, developing effective services and programs, and measuring progress and outcomes.

**Domain 2: Consultation and Collaboration**

School Psychologists have knowledge of varied models and strategies of consultation, collaboration, and communication applicable to individuals, families, groups, and systems and methods to promote effective implementation of services.

Rating:

4

**Success Indicators and/or Goals:**

**Evaluatee Reflection:**

**Evaluator Comments:**

# Downey Unified School District

## SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

### 2. DIRECT AND INDIRECT SERVICES FOR CHILDREN, FAMILIES, AND SCHOOLS

#### Domain 3: Interventions and Instructional Support to Develop Academic Skills

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

#### Domain 4: Interventions and Mental Health Services to Develop Social and Life Skills

School Psychologists have knowledge of biological, cultural, and social influences on behavior and mental health, behavioral and emotional impacts on learning and life skills, and evidenced-based strategies to promote social-emotional functioning and mental health.

#### Domain 5: School-Wide Practices to Promote Learning

School Psychologists have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based strategies to promote social-emotional functioning and mental health.

#### Domain 6: Preventive and Responsive Services

School Psychologists have knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

#### Domain 7: Family-School Collaboration Services

School Psychologists have knowledge of principles and research related to family systems, strengths, needs, and culture, evidence-based strategies to support family influences on children's learning and mental health; and strategies to develop collaboration between families and schools.

Rating:

4

#### Success Indicators and/or Goals:

#### Evaluatee Reflection:

#### Evaluator Comments:



DOWNEY UNIFIED SCHOOL DISTRICT

CERTIFICATED ADMINISTRATOR PERFORMANCE EVALUATION

3. FOUNDATIONS OF SCHOOL SCHOOL PSYCHOLOGY SERVICE DELIVERY

**Domain 8: Diversity in Development and Learning**

School Psychologists have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role differences; and evidence-based strategies to enhance services and address potential influences related to diversity.

**Domain 9: Research and Program Evaluation**

School Psychologists have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings.

**Domain 10: Legal, Ethical, and Professional Practices**

School Psychologists have knowledge of history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice and School Psychologists.

Rating:

**Success Indicators and/or Goals:**

**Evaluatee Reflection:**

**Evaluator Comments:**

DOWNEY UNIFIED SCHOOL DISTRICT  
**School Psychologist Performance Evaluation**

**Evaluator Summary:**

**Recommendations:**

**Evaluatee Comments:**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

I have reviewed and discussed this appraisal with my evaluator.

\_\_\_\_\_  
Signature of Evaluatee

\_\_\_\_\_  
Date

# DOWNEY UNIFIED SCHOOL DISTRICT

## SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

### 2. DIRECT AND INDIRECT SERVICES FOR CHILDEN, FAMILIES, AND SCHOOLS

#### **Domain 3: Interventions and Instructional Support to Develop Academic Skills**

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

#### **Domain 4: Interventions and Mental Health Services to Develop Social and Life Skills**

School Psychologists have knowledge of biological, cultural, and social influences on behavior and mental health, behavioral and emotional impacts on learning and life skills, and evidenced-based strategies to promote social-emotional functioning and mental health.

#### **Domain 5: School-Wide Practices to Promote Learning**

School Psychologists have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based strategies to promote social-emotional functioning and mental health.

#### **Domain 6: Preventive and Responsive Services**

School Psychologists have knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

#### **Domain 7: Family-School Collaboration Services**

School Psychologists have knowledge of principles and research related to family systems, strengths, needs, and culture, evidence-based strategies to support family influences on children's learning and mental health; and strategies to develop collaboration between families and schools.

Rating:

4

#### **Success Indicators and/or Goals:**

#### **Evaluatee Reflection:**

#### **Evaluator Comments:**

# DOWNEY UNIFIED SCHOOL DISTRICT

## CERTIFICATED ADMINISTRATOR PERFORMANCE EVALUATION

### 3. FOUNDATIONS OF SCHOOL SCHOOL PSYCHOLOGY SERVICE DELIVERY

#### **Domain 8: Diversity in Development and Learning**

School Psychologists have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role differences; and evidence-based strategies to enhance services and address potential influences related to diversity.

#### **Domain 9: Research and Program Evaluation**

School Psychologists have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings.

#### **Domain 10: Legal, Ethical, and Professional Practices**

School Psychologists have knowledge of history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice and School Psychologists.

Rating:

4

#### **Success Indicators and/or Goals:**

#### **Evaluatee Reflection:**

#### **Evaluator Comments:**

DOWNEY UNIFIED SCHOOL DISTRICT  
**School Psychologist Performance Evaluation**

**Evaluator Summary:**

**Recommendations:**

**Evaluatee Comments:**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

I have reviewed and discussed this appraisal with my evaluator.

\_\_\_\_\_  
Signature of Evaluatee

\_\_\_\_\_  
Date

## **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
---------------------	-----------	------

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

School: \_\_\_\_\_

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

**ACKNOWLEDGMENT AND APPROVAL OF**  
**PARTNERSHIP TEACHING AGREEMENT**

**DISTRICT REPRESENTATIVE:**

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

**DEA REPRESENTATIVE:**

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

## **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 or a teacher who has retired within the last two years.
- 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 or a teacher who has retired within the last two years 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 or a teacher who has retired within the last two years 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.

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. The Lead Consulting Teacher may serve up to a seven (7) year term.

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)

