

Special Board of Education Meeting

May 18, 2021 Open Session - 4:00 p.m.

Meeting held Virtually Electronically or Telephonically

In accordance with Governor Newsom's Executive Order N-29-20, and as a response to mitigate the spread of Coronavirus known as COVID-19 by practicing social distancing, the Meeting of the Board of Education will be conducted virtually. There will be no public meeting space.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

https://dusd-net.zoom.us/j/86550673680?pwd=SXhHREpBZUVvK1QvMUlCWGFIY0w2Zz09

Passcode: 716175

Telephone Number: (408) 638-0968 or (669) 900-6833

Webinar ID: 865 5067 3680

Passcode: 716175

Public Comment:

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0518@dusd.net by Tuesday, May 18, 2021, at 3:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).



AGENDA

In accordance with Governor Newsom's Executive Order N-29-20, and as a response to mitigate the spread of Coronavirus known as COVID-19 by practicing social distancing, the Meeting of the Board of Education will be conducted virtually. There will be no public meeting space. To connect to the meeting electronically or telephonically, see information below:

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In compliance with the American Disabilities Act, those requiring special assistance accessing the Board Meeting, written documents being discussed at the Board Meeting, or to otherwise participate in Board Meetings, please contact the Superintendent's Office at 562-469-6511 at least 48 hours prior to the meeting to accommodate reasonable requests.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, May 18, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Martha Sodetani, Clerk of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mrs. Barbara R. Samperi, Vice President of the Board of Education.

4. ROLL CALL

D. Mark Morris
Barbara R. Samperi
Martha E. Sodetani
Giovanna Perez-Saab
Jose J. Rodriguez
Linda Salomon Saldaña
Nancy A. Swenson
John A. Garcia, Jr., Ph.D.



- 5. ADOPT Agenda #24 for the Special Meeting of the Board of Education held on May 18, 2021.
- 6. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

II. SPECIAL ADMINISTRATIVE - Personnel

1. RECEIVE the 2021 Downey Unified School District Board of Education Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

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- 2. DECLARE a Public Hearing to hear public response to the 2021 Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.
 - a. Open the Hearing
 - b. Close the Hearing
- 3. PRESENT the 2020-21 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

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- 4. DECLARE a Public Hearing to hear public response to the 2020-21 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.
 - a. Open the Hearing
 - b. Close the Hearing
- 5. RECEIVE 2021-24 Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

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- 6. DECLARE a Public Hearing to hear public response to the 2021-24 Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.
 - a. Open the Hearing
 - b. Close the Hearing
- 7. PRESENT the 2021-24 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

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8. DECLARE a Public Hearing to hear public response to the 2021-24 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.



- a. Open the Hearing
- b. Close the Hearing

III. ITEMS FOR FUTURE AGENDA

IV. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 1, 2021, at 4:00 p.m., in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

V. CLOSED SESSION

Retire into Closed Session to discuss:

a. Negotiations

VI. ADJOURNMENT

ADJOURN the Special Meeting of the Board of Education at the specified hour with the consent of the Board Members.

Note: The Superintendent's recommendation for action on each agenda item is indicated by the word appearing in CAPS.

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 11627

Brookshire Avenue, Downey, California during normal business hours or at www.dusd.net.



II. 1. RECEIVE the 2021 Downey Unified School District Board of Education Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

Supporting Documents



<u>Downey Education Association</u> <u>2020 - 2021</u>

PRESENTATION OF PROPOSAL(S) AND REQUEST TO BARGAIN

The following proposals to amend the Master Collective Bargaining Agreement between the Downey Education Association (hereinafter referred to as the Association) and the Downey Unified School District (hereinafter referred to as the District) are presented in good faith by the Association. We respectfully present this proposal to the Board of Education for consideration and request that the negotiation procedures as described in the Master Agreement Article VII – Negotiation Procedures commence.

ARTICLE XXV – SALARY PROVISIONS



II. 3. PRESENT the 2020-21 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION INTITIAL BARGAINING PROPOSAL WITH DOWNEY EDUCATION ASSOCIATION (DEA)

FOR THE 2020-21 SCHOOL YEAR

1. ARTICLE XXV - "SALARY PROVISIONS"

Any new on-going dollars that become available to the District will be negotiated in a balanced, fiscally responsible manner to programs, services, and employee salary increase.



II. 5. RECEIVE 2021-24 Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

Supporting Documents



Downey Education Association

2021-2024

PRESENTATION OF PROPOSAL(S) AND REQUEST TO BARGAIN

The following proposals to amend the Master Collective Bargaining Agreement between the Downey Education Association (hereinafter referred to as the Association) and the Downey Unified School District (hereinafter referred to as the District) are presented in good faith by the Association. We respectfully present this proposal to the Board of Education for consideration and request that the negotiation procedures as described in the Master Agreement Article VII – Negotiation Procedures commence.

ARTICLE I – AGREEMENT

ARTICLE II - RECOGNITION

ARTICLE III - NON-DISCRIMINATION

ARTICLE IV - DEFINITIONS

ARTICLE V - ORGANIZATIONAL SECURITY

ARTICLE VI - DISTRICT RIGHTS

ARTICLE VII - NEGOTIATING PROCEDURES

ARTICLE VIII – GRIEVANCE PROCEDURES

ARTICLE IX - HOURS OF EMPLOYMENT

ARTICLE X - COMMITTEES

ARTICLE XI - COUNSELORS

ARTICLE XII - PSYCHOLOGISTS

<u> ARTICLE XIII – CLASS SIZE</u>

ARTICLE XIV - EVALUATION PROCEDURES

ARTICLE XV - SUSPENSION

ARTICLE XVI - PERSONNEL FILE

ARTICLE XVII – TRANSFERS

ARTICLE XVIII - LEAVES

ARTICLE XIX - SAFETY

ARTICLE XX - PROCEDURES FOR REPORTING SUSPECTED CHILD ABUSE

ARTICLE XX - ADULT SCHOOL TEACHERS

ARTICLE XXII - HOURLY CTE TEACHERS

Downey Education Association 2021-24 Request to Bargain Page 2

<u>ARTICLE XXII – SUMMER SCHOOL TEACHERS</u>

ARTICLE XXIV – FRINGE BENEFITS

ARTICLE XXV – SALARY PROVISIONS

ARTICLE XXVI – SAVINGS

ARTICLE XXVII - SUPPORT

ARTICLE XXVIII - NO STRIKE CLAUSE

ARTICLE XXIX - ZIPPER CLAUSE

ARTICLE XXX – SIGNATURES

APPENDIX A - SALARY SCHEDULES / RATES PROVISIONS

APPENDIX B - SCHOOL CALENDARS

APPENDIX C - WAIVER OF RIGHTS TO SUE UNDER THE CIVIL RIGHTS ACT

APPENDIX D – EVALUATION FORMS

APPENDIX E - JOB SHARE CONTRACT

APPENDIX F - SITE-BASED DECISION MAKING AND WAIVER REQUESTS

APPENDIX G - TIP PANEL



II. 7. PRESENT the 2021-24 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION INTITIAL BARGAINING PROPOSAL WITH DOWNEY EDUCATION ASSOCIATION (DEA)

ARTICLE I ~ AGREEMENT

Change to Read:

D. This Agreement shall remain in full force and effect from August 1, 2018 2021 through July 31, 2021 2024.

ARTICLE IV ~ DEFINITIONS

Change to Read:

F. "Teacher Work Year"

ARTICLE IX ~ HOURS OF EMPLOYMENT

ARTICLE XI ~ COUNSELORS

ARTICLE XII ~ PSYCHOLOGISTS

ARTICLE XIII ~ CLASS SIZE

ARTICLE XXIV ~ FRINGE BENEFITS

Change to Read:

E. 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. Required documentation will include current tax return.

ARTICLE XVII ~ TRANSFERS

Change to Read:

B. Teacher-Requested Transfer:

1. For Vacancies that occur before April 15 the following criteria shall be applied: Any Bargaining Unit Member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists, and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school. if two or more permanent classroom teachers apply for the same vacancy, the teachers with an appropriate basic teaching credential allowing him/her to teach the class, and the greatest seniority shall receive the transfer.

Appropriate forms shall be available at the Certificated Human Resources Office and from each building principal's office. Individual transfer requests must be submitted to Certificated Human Resources before April 15. If any provision of this

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

to correct the Article to comply with current law.

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

- a. Credentialing requirements
- b. Major/Minor field of study
- c. The most recent evaluation shall be satisfactory in its overall assessment of the teacher's working performance
- d. 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.

ARTICLE XXV ~ SALARY PROVISIONS

Any new on-going dollars that become available to the District will be negotiated in a balanced, fiscally responsible manner to programs, services, and employee salary increase.

APPENDIX A

Change to Read:

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.

A Bachelor's Degree and a Provisional California credential (Intern, Emergency, STSP, Waiver, etc.)

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 *Preliminary or Clear* California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, up to 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 *Preliminary or Clear* 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 *Preliminary or Clear* 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.

SALARY SCHEDULE/RATES PROVISIONS

Column Requirements

Classification F – Regular *Preliminary or Clear* 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, Private and Charter School Experience

Commencing with the 1985-86 school year, p*Prior* public and private school experience *worked with a Preliminary or Clear Credential*, shall be credited *once verified by the previous employer* 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.

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. A school year shall be defined as 75 percent of the teaching days within each year.

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. *In such cases, official university documentation will be required.*

4. Military Experience

No credit is provided.

5. <u>Vocational Experience CTE or Adult Education</u>

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

6. Provisionally Credentialed Teacher

Classification shall be restricted to placement on Column B of the salary schedule until eligibility for a regular type credential has been verified. Column reclassification shall be given as provided under reclassification provisions. New teachers shall be rated in upon the salary schedule based upon experience and units earned prior to the first day of service with the Downey Unified School District.

Salary Reclassification for Additional Course Work/Column Advancement

Credit for hours/units of course work completed for salary reclassification purposes shall be granted once the *Bargaining 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 <u>Advance in Classification</u>. 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.

Speech Language Pathologists and Nurses may subject Continuing Education Units for the purpose of salary advancement. Fifteen (15) hours of coursework will equal one (1) semester unit.

District-funded trainings, workshops or professional development units and/or hours may not be submitted for salary advancement.

Verification

Official Transcripts, sealed and/or electronic sent directly to the Certificated Human Resources Office, 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, or CEU Professional Society official seal and registrar's signature, may must be submitted a

s verification of completed course work. The responsibility for seeing that verification of course work completed is received by the Certificated Human Resources Office rests entirely with the teacher. There will be no retroactive pay given for work completed before verification is received.

Leave of Absence

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

Advance in Classification:

Category A

Anthropology Art Appreciation Bilingual Education Business Administration

Computer Science/Data Processing*
Computer Concepts and Application*

Economics Education English

Environmental Studies

Ethnic Studies Foreign Language History

Mathematics

Music Appreciation

Philosophy Psychology Police Science Political Science

Reading Science Sociology Speech Geography

Category B

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

Art (except Art Appreciation)
Aviation

Ceramics

Industrial Studies Jewelry Making Journalism

^{*}Lower division work is acceptable.

Dramatics-Performing Arts
Handicrafts
Health
Home Economics

Music (except Music Appreciation)
Photography
Physical Education
Typing Word Processing

7. In order to receive Master's and Doctorate degree bonuses, Master's and Doctorate degrees must be earned from an accredited teacher educator training institution and units must be acceptable to the University of California or State universities granting the degree.

Downey Unified School District

CERTIFICATED HUMAN RESOURCES AR 4141

BASIC TEACHER'S SALARY SCHEDULE 2019-20

Effective August 1, 2019

STEP	B BA + Provisional	<u>C</u> BA + 30 & Preliminary or	<u>D</u> BA + 45 & Preliminary or	<u>E</u> BA + 60 & Preliminary or	<u>F</u> BA + 75 & Preliminary or
	Credential	Clear Credential Or	Clear Credential or	Clear Credential or	Clear Credential or
		Master's & Preliminary or Clear Credential	Master's + 15 & Preliminary or Clear Credential	Master's + 30 & Preliminary or Clear Credential	Master's + 45 & Preliminary or Clear Credential
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

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

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.

<u>Maximum rating in</u>: 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