
AGREEMENT

Between



**The Del Mar California Teachers Association
(DMCTA)**

And



**The Del Mar Union School District
(DMUSD)**

July 1, 2019 through June 30, 2022

Preamble



This Agreement shall be made and entered into by and between the Board of Trustees of the Del Mar Union School District, which together with its administrative staff and representatives, shall be referred to in this Agreement as the “District” and the Del Mar California Teachers Association/California Teachers Association/National Education Association, the certificated employees’ exclusive representative which together with its officers and representatives shall be referred to in this Agreement as the “Association.”

The Association and the District mutually agree that this contract constitutes a two-year agreement and negotiations will open again in the 2020-21 school year.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of Government Code, which shall be referred to as the “EERA.”

For the Association:

For the District:

Erik Bienke, President DMCTA

Holly McClurg Ph.D, Superintendent

Ratified by the Association
Date: _____

Approved by the Board of Education
Date: _____

DMCTA-DMUSD Vision Statement



We, the stakeholders in the DMUSD, are committed to:

- ❖ Operating in a trustworthy relationship with mutual respect
- ❖ Sharing common goals with a continued focus on quality education for all children
- ❖ Achieving our District's vision by honoring individuals and appreciating differences
- ❖ Promoting a fair working relationship through understanding and acceptance
- ❖ Demonstrating collaboration through shared decision-making which includes all stakeholders
- ❖ Valuing honest, open communication
- ❖ Using a total team process of consensus for problem solving with balanced representation
- ❖ Retaining a sense of community while adjusting to the growth in the District
- ❖ Embracing and supporting all new members, to encourage full participation in our educational community
- ❖ Providing and maintaining a contract based on mutual interests and utilizing Interest Based Bargaining.

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Article 1 - Recognition

- 1.1 The District recognizes the Association as the exclusive representative for the purposes of the Educational Employment Relations Act.
- 1.2 The bargaining unit shall include all full-time or part-time certificated employees in the Del Mar Union School District.
- 1.3 Excluded from recognition are those who are management, supervisory, or confidential employees, substitute teachers, and teachers hired exclusively for summer programs.

Article 2 - Definitions

- 2.1 “District” is the Del Mar Union School District, its Board of Education, Administration, and other designated Representatives.
- 2.2 “Association” means the Del Mar California Teachers Association/CTA/NEA, its officers and representatives of the certificated bargaining unit in the District.
- 2.3 “Immediate supervisor” means the unit member’s administrator, supervisor or director employed by the District who has direct responsibility for supervising the unit member. Usually this person is the building principal.
- 2.4 “Unit member” means any District certificated employee who is included in the appropriate unit as defined in Article 1.2, therefore covered by the terms and provisions of this Agreement.
- 2.5 “Day” means days the District office is open for business.
- 2.6 “Duty day(s)” means day(s) during which unit members are required by contract to render service.
- 2.7 “Instructional day(s)” means day(s) pupils are present for instruction.
- 2.8 “Paid leave of absence” means a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her leave.
- 2.9 “Unpaid leave of absence” means a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages and benefits.

- 2.10 “Daily rate of pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 2.11 “Instructional Hourly Rate” means the mutually negotiated hourly rate for direct student instruction or specialized services, such as ESY.
- 2.12 “Extra Hourly Rate” means the mutually negotiated hourly rate for extra assigned duties, such as curriculum writing task forces and IEP’s.
- 2.13 “Building” means a site or location where a unit member works.
- 2.14 “Seniority” means length of continuous service in the District.
- 2.15 “Immediate family” means the employee’s, or the employee’s spouse’s, mother (stepmother), father (stepfather), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 2.16 “Caseload” means all pupils for whom a special education unit member (Special Day Class Teacher, Resource Specialist, Speech/Language Pathologist, Adapted Physical Education Specialist) provides special education services.
- 2.17 “Unduplicated” means a count of special education students for whom a specialist is the case manager and is responsible for completing the IEP process.
- 2.18 “Duplicated” means a count of special education students for whom the specialist is responsible solely for the goals/objectives and service for their area of expertise and not for case management.
- 2.19 Waiver means an agreed upon and approved change in contract language for one year only. A “Grandfather Clause” to a Waiver means the waiver will be in place for a specified duration of time or until a specified event takes place.

Article 3 - Association Rights

- 3.1 The Association may use District facilities upon notification. The Association agrees to comply with reasonable District rules and regulations governing use of school facilities. Association representatives conducting organization business shall, upon arriving at a site, report initially to the office of the principal to announce their presence and purpose. Such visits shall be scheduled only during the employee’s duty free lunch period or non-duty hours. The Association shall ensure that the District has a current list of authorized Association representatives.

- 3.2 The Association shall have the right to post notices on unit member bulletin boards provided by the District at each school site in areas frequented by unit members. The Association may use the District mail services and unit member mailboxes for communications to unit members. The distribution of Association material is subject to the workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail and posted on bulletin boards.
- 3.3 The site principal and Association representative shall mutually develop agenda placement and time allotment for association business at each staff meeting as needed.
- 3.4 Authorized representatives of the Association shall be permitted to transact Association business on their non-duty time, as long as it does not interfere with the instructional program.
- 3.5 The Association shall be provided up to twenty (20) days of released time per year to conduct Association business without loss of pay or benefits. No individual association member shall be released for more than five (5) days unless mutually agreed upon by the District and the Association. All released time must be taken in increments of one-half (1/2) or one (1) day.
- 3.6 The District shall provide substitutes for one (1) unit member per site, chosen by the Association, to serve on the District budget committee.
- 3.7 The Association shall have unit members on all selection panels for the hiring of certificated teaching, management, and supervisory positions when possible. Whenever feasible, the Association representatives will be from the same site and/or grade level team to which the position will be assigned.
- 3.8 The Association reserves the rights guaranteed under Assembly Bill 119 (Employee Orientation Bill).

Article 4 - Management Rights

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the operation of the District to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities;

establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not detract nor diminish the specific provisions of this Agreement.

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind this Agreement in cases of emergency. The determination of whether an emergency exists is solely within the discretion of the Board of Trustees. Emergency shall be defined as but not limited to: a natural disaster, national emergency, act of God, epidemic, or similar catastrophe. When the Board determines that the emergency no longer exists, the Agreement, which was amended, modified, or rescinded, during the emergency, shall be reinstated.

Article 5 - Non-Discrimination

The District shall prohibit discrimination because of race, color, national origin, sexual orientation, religion, sex, age, disability, marital status, membership in an employee organization, participation in the activities of an employee organization or exercise of the rights contained in this Agreement.

Article 6 - Negotiations Procedures

- 6.1 The Association and the District agree that any article of the contract, including salary and benefits (Article 19), may be reopened at any time by mutual agreement.
- 6.2 Article 19 shall be open for negotiation annually unless the parties mutually agree to a multiple year term on salary and benefits.
- 6.3 For articles other than salary and benefits, either party shall have the right to reopen negotiations on up to three (3) articles per year. Such unilateral reopeners shall be initiated during the period of September 1 through April 30.
- 6.4 Meetings shall take place at mutually agreeable times and places, providing that meetings commence within thirty (30) days from receipt of a written request.

The District shall provide substitutes for unit members who attend collective bargaining sessions during the duty day for up to six members. The District team shall consist of six members.

- 6.5 The meetings shall be closed to the public. One common set of minutes shall be taken, ratified and shared prior to the conclusion of each meeting. Neither side shall take or permit tape recordings of the sessions.
- 6.6 Within thirty (30) days of ratification of the Agreement by both parties, the District shall post the Agreement on the District website.
- 6.7 Any individual contract between the Board and a unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed to by the Superintendent and the Association Executive Board.

Article 7 - Savings and Separability

- 7.1 Should any provisions of the Agreement be declared illegal by a court of competent jurisdiction or by the Public Employee Relations Board, said provision shall be deleted from this Agreement to the extent it violated the law. The remaining provisions shall remain in full force and effect.
- 7.2 If there is a legislative or statutory change or directive from the State Department of Education affecting the provisions of this Agreement, either party may open negotiations on the affected provision.

Article 8 - Maintenance of Standards and Practices

- 8.1 The District shall not reduce or eliminate any health and welfare benefits or past practices that are within the scope of collective bargaining unless otherwise provided by the express terms of this Agreement.
- 8.2 This Agreement shall supersede any rules, regulations, or practices of the District, which are contrary to, or inconsistent with, its terms.

Article 9 - Grievance Procedure

- 9.1 Definitions:
 - 9.1.1 A “*Grievance*” is a claim by one (1) or more unit member(s) that the District has violated, misinterpreted, or misapplied a provision of this Agreement.

- 9.1.2 A “*Grievant*” is a unit member(s) making the grievance.
- 9.1.3 A “*Day*” is any day of the week in which the central administration office of the District is open for business.
- 9.2 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the welfare or working conditions of unit members. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 9.3 Procedure:
- 9.3.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant’s site administrator and/or department supervisor (when applicable). Such conference, as well as actual formal filing of a written grievance, in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Level I.
- 9.3.2 Level I: No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the grievant reasonably should have known of the act or omission, the grievant must present such grievance in writing to his/her site administrator and/or department supervisor using the grievance form with a copy simultaneously provided to the President of the Association and the Superintendent. The written grievance shall describe the event giving rise to the grievance, must list the specific provisions of the Agreement which were allegedly violated, and shall provide a minimum of two (2) options to remedy the grievance. The site administrator and/or department supervisor shall communicate a written decision to the unit member within fifteen (15) days after receiving the grievance. If the grievance is denied, the site administrator and/or department supervisor shall state, in writing, the rationale for the denial.
- 9.3.3 Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, he/she may appeal the grievance in writing with the Superintendent or his/her designee, within fifteen (15) days after receipt of the Level I response. The Superintendent or his/her designee shall communicate a decision in writing within fifteen (15) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within this time frame. Any request for a conference at this level shall be granted.

9.3.4 Level III: If the grievant is not satisfied with the decision at Level II, or if Level II is unsuccessful in resolving the grievance, he/she may request in writing, within fifteen (15) days after receipt of the Level II response that the grievance be submitted for mediation. The District and the Association shall communicate a decision in writing within fifteen (15) days after receiving the request. Upon mutual agreement of the District and the Association, the grievance may be submitted to mediation in attempt to resolve the grievance. If there is agreement to submit the grievance to mediation, the parties shall retain a mediator trained in interest-based negotiations. The mediation group shall consist of the grievant, the Association Representative, the Administrator involved, and the Superintendent. The mediator shall be mutually agreed upon by the Association and the Administration. The cost of the mediator shall be shared equally by the Association and the DMUSD. The mediation shall be limited to six (6) hours of mediation which shall be completed within twenty (20) days after the request for an interest-based mediator. The parties may mutually agree in writing to extend this timeline. Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level IV.

9.3.5 Level IV: If the grievant is not satisfied with the decision at Level III, or Level III is unsuccessful in resolving the grievance, he/she may make a written request to the Association for the grievance to be heard before an arbitrator. Should the Association determine that the grievance should be submitted to arbitration, the Association shall notify the Superintendent within thirty (30) days of the conclusion of the previous level of the grievance procedure.

The Association shall request a list of arbitrators from the California State Mediation and Conciliation Services. The selection of the arbitrator and the arbitration proceeding shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The District and Association shall share equally in the payment for the services and expenses of the arbitrator.

Upon mutual agreement, shall share equally in the payment for the services of a qualified court reporter to record verbatim the hearing. Without mutual agreement, either Party may employ and compensate such a reporter.

The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render a binding decision within thirty (30) calendar days of the hearing or receipt of closing briefs (if any).

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of the Agreement as alleged by the grievant(s).

The arbitrator shall determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.

No decision rendered by the arbitrator shall be retroactive beyond two (2) years from when the grievance is filed.

- 9.4 A grievant may be accompanied at all levels of the grievance procedure by an Association representative(s), or a representative of a unit member's choice.
- 9.5 No party of interest at any level of the grievance procedure will be required to meet with any administrator concerning the grievance without a representative present.
- 9.6 When it is necessary for a grievant and a representative designated by the Association to attend a grievance meeting or hearing during the workday, he/she shall be released without loss of pay in order to participate in the foregoing activities. Any unit member who is required to appear in such scheduled meetings or hearings will be accorded the same right.
- 9.7 All records dealing specifically with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 9.8 Failure of the District administrators to meet the timelines specified after the informal step of the grievance procedure shall render the grievance valid and one of the options provided by the grievant from level I shall be effectuated.
- 9.9 Failure of the grievant to meet the timelines specified after the informal level shall render the grievance null and void.

- 9.10 Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- 9.11 No reprisals of any kind will be taken by any member or representative of the Administration or the Board or by the Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 9.12 Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association. The District shall provide for printing such forms. *(The grievance form is attached to this contract as Appendix 1.)*
- 9.13 A unit member may present grievances to the employer and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with terms and conditions of this written Agreement. After a unit member presents a Level I grievance, the Association shall have the right to be present and state its views at Levels I through IV grievance meetings.
- 9.14 District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Article 10 - Transfers and Assignments

10.1 Definitions:

- 10.1.1 A *transfer* is a change of work location between schools or facilities. A transfer can be either voluntary (initiated by the unit member) or involuntary (initiated by administration).
- 10.1.2 A *reassignment* is a change of assignment or grade level at a worksite.
- 10.1.3 A *vacancy* is any job opening within the District directly or indirectly created by a termination, resignation, retirement, or staff addition. Note: A vacancy is NOT an opening that will be filled by the reassignment of a probationary/permanent member at the site.
- 10.1.4 Length of service in the District commences on the first day of paid probationary service in the District.
- 10.1.5 “End of Year Placement Preference Survey” is a document which advises administration of teacher placement

preferences for the following school year. Survey will be distributed to certificated staff prior to the first vacancy posted.

10.2 Notification of Assignment

- 10.2.1 Each unit member shall be given notice of the next year's assignment no later than the last working day of the school year, unless the Superintendent and the DMCTA President mutually agree upon an extension.
- 10.2.2 The District shall post a current list of all known vacancies on the District website and will send an email to all certificated staff through the district email system. No vacancy shall be filled until at least three (3) working days following posting of the notice during the period of May 1st – July 31st. The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, the start date, and the date by which the applicant must file the application.
- 10.2.3 Beginning August 1st up until three (3) days before the first certificated staff workday, vacancies will be posted for one (1) working day. Beginning three (3) days before the first certificated workday, unanticipated vacancies will be staffed by administration. Any vacancy filled by a temporary certificated employee shall be posted during the following year's initial posting period.

10.3 Priorities for Placement

- 10.3.1 Placement of current unit members in known vacancies shall be given priority before hiring new certificated staff.
- 10.3.2 Priorities for placement of voluntary and involuntary transfers shall be in the following order:
 - a. Unit members who are subject to involuntary transfer.
 - b. Unit members currently assigned at a site where a vacancy exists.
 - c. Unit members assigned to other District sites.
- 10.3.3 Combination Class

The District agrees to make a good faith effort to place unit members who teach a combination class in one of the two grade levels of their combination class when enrollment no longer necessitates said combination class.

10.4 Voluntary Transfer

10.4.1 When a vacancy is advertised, unit members may request a voluntary transfer to the vacant position. The request to be considered for the position shall be delivered in writing to the Assistant Superintendent, Human Resources and/or a designee by the deadline prescribed in the vacancy announcement.

10.4.2 The District shall maintain a database of unit members requesting transfers. Records of such requests shall be kept on file for a period of three (3) years.

10.4.3 In acting on requests for a voluntary transfer, the following guidelines shall be considered in determining approval of requests:

- Credential and training of the unit member.
- The preferences of the unit member.
- The preference of the site administrator(s) including program needs, qualifications that support student learning and team dynamics.
- The affirmative action policy of the District.
- Prior transfer requests.

10.4.4 The District shall notify the unit member if he/she is not given the transfer. The unit member may, within ten (10) days of this notice, request the reason(s) in writing for not being selected for the transfer. The District shall provide the reason(s) within ten (10) days of the request.

10.5 Involuntary Transfers or Reassignments

10.5.1 Involuntary transfers or reassignments may be made for the following reasons:

- To balance the certificated staff of the District by considering factors related to the affirmative action policy of the District.

- Educational needs of the students.
- A change of enrollment necessitating transfer of staff.
- Modification of instructional program such as STEAM+ allocation changes.
- Lack of funding and/or declining enrollment.
- To provide an opportunity to evaluate a unit member in a different environment.

10.5.2 When making involuntary transfers, administrators shall take the following factors into consideration in making their final decision:

- Length of service of the unit member in the District, at a particular grade level or assignment, or at a school site.
- Teachers assigned to combination classes.
- Team dynamics and ability to work effectively in collaboration.
- Prior involuntary transfer history.
- Consideration of individual preferences.

10.5.3 Involuntary transfers only: Unit members who are notified that they are to be involuntarily transferred may, within ten (10) days of receipt of the notice of involuntary transfer, request the reasons in writing for the involuntary transfer. The District shall provide the reason(s) in writing within ten (10) days of receipt of the request.

10.5.4 Unit members who are general education classroom teachers shall not be involuntarily transferred or reassigned more than once during two (2) consecutive school years.

10.5.5 Notice shall be given of involuntary transfer or reassignment as soon as possible.

10.5.6 No unit member shall be involuntarily transferred or reassigned arbitrarily or capriciously.

10.6 Involuntary Transfer or Reassignment Compensation

10.6.1 Unit members who are involuntarily transferred or reassigned within three (3) duty days prior to the first student

day of school, or any time after the beginning of the school year, shall receive two (2) release days or a stipend equivalent to two (2) days at their daily rate of pay.

10.6.2 Unit members who are involuntarily reassigned or subject to classroom relocation will be compensated equivalent to one (1) day at their daily rate of pay. Unit members who are involuntarily transferred will be compensated equivalent to two (2) days at their daily rate of pay.

- If an administrator has a need to reassign personnel, and a bargaining unit member volunteers to fulfill the open position it will be treated as an involuntary reassignment.

10.6.3 A maximum of three (3) who are on a team that receives an involuntarily transferred or reassigned teacher within three (3) duty days prior to the beginning of the school year, or any time after the beginning of the school year, and who volunteer to assist the new team member shall be provided a stipend equivalent to one (1) day at their daily rate of pay in order to prepare with the new team member. The provisions of this section shall also apply to teams that add a new teacher hired from outside the school district within the specified time periods.

10.7 Unit members may not be reassigned more than once during (2) consecutive years.

10.8 Unit members returning from leave shall be assigned a position in accordance with the provisions of Article 10.

10.9 The District agrees to make a good faith effort to limit the number of assignment location changes within a site. (“Assignment location change”) is defined as the physical relocation from one room to another. (See 10.6.1.1).

10.10 The District shall provide assistance in moving a unit member’s materials whenever a unit member is transferred/reassigned for any reason.

Article 11 - Evaluations

11.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and in realizing their potential. It is further recognized that information gathered through periodic evaluations will enable

Board of Trustees decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

- 11.2 Probationary and temporary unit members shall be evaluated each school year. Permanent unit members shall be evaluated every other school year. Those unit members receiving a "needs improvement" may be evaluated every year. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for eighteen (18) weeks or longer, such evaluation shall take place during the first year of return to duty.
- 11.3 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.
- 11.4 The unit member being evaluated, and the evaluator shall meet no later than October 15 to discuss objectives and standards to be achieved during the evaluation period.
- 11.5 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and evaluator shall:
 - 11.5.1 Make a good faith effort to resolve the difference themselves.
 - 11.5.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the difference. The third party shall recommend alternatives to the unit member and evaluator.
 - 11.5.3 If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute and to have a written statement attached to the evaluation form.
 - 11.5.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.
- 11.6 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner prescribed in section 11.4 above.
- 11.7 The evaluation process shall include the following activities:

- 11.7.1 Classroom observations shall last at least thirty (30) minutes. One (1) mutually planned observation shall be conducted for each evaluation cycle for all permanent unit members and two (2) for probationary unit members and shall be followed by a conference with written feedback within ten (10) days. Temporary teachers who have been employed by the District for more than three years shall be observed once per year. Any observation in addition to those specified in this article should be beneficial and of value to both evaluator and the unit member being evaluated. Such observations must not be detrimental to instructional process.
- 11.7.2 A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.
- 11.7.3 The immediate supervisor shall meet with first-year probationary employees by February 1, or no later than the midpoint of the unit member's instructional year. At this meeting, the immediate supervisor shall review the unit member's performance to date and inform the unit member whether any problems were noted that could result in the unit member being denied permanent status. If any such problems are identified, the immediate supervisor shall provide the unit member, at this meeting, with a written assistance plan (see 11.7.4) designed to allow the unit member to make the improvements necessary to attain permanent status. If problems persist that could result in the unit member being denied permanent status, the unit member shall again be provided with a written assistance plan (see 11.7.4) designed to allow the unit member to make the improvements necessary to attain permanent status.
- 11.7.4 In the case of negative evaluation(s), or if any problems are noted, the evaluator shall take positive action to develop a written assistance plan which will assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
- 11.7.4.1 Specific recommendations for improvement.
 - 11.7.4.2 Direct assistance to implement such recommendations.
 - 11.7.4.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements (i.e. a peer coach).

- 11.7.5 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation.
- 11.8 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- 11.9 A final evaluation conference between the unit member and evaluator shall be held no later than twenty (20) days prior to the end of the teacher work year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "satisfactory," "needs improvement," and "unsatisfactory" and shall be provided to the unit member ten (10) days prior to the end of the school year.
- 11.10 Unit members shall not be required to participate in the evaluation of other unit members.
- 11.11 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the unit member being evaluated. This data will verify the accomplishment of performance objectives. The following are options:
- Structured observations (announced and unannounced)
 - Evaluation by other administrators
 - Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)
 - Other documentation provided by the unit member
 - Other evaluation techniques generally accepted by the profession
- 11.12 The performance objectives established at the initial conference may be revised upon the request of the unit member with the agreement of the evaluator. Some of the factors, which might lead to requests for revision of performance objectives, are:
- Change in the composition of the class
 - Students improperly assigned
 - Class reorganization
 - Evidence that objectives are not suitable for the class
 - Exceptionally poor student attendance patterns

- Inadequate instructional facilities, equipment, supplies or materials
 - Significant change in class size
 - A significantly large number of students with major learning disabilities and/or health problems
 - Prolonged teacher absence
- 11.13 The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:
- 11.13.1 The personal life or lifestyle of a unit member, his/her personal opinions, and scholarly, literary, or artistic endeavors
- 11.13.2 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation, discipline, or discharge of the unit member
- 11.14 Association representative(s) may be present at meetings described in this Article.
- 11.15 A committee composed of two (2) teachers appointed by the Association and two (2) management employees appointed by the District shall develop the evaluation documents necessary to implement this Article which shall become part of this Agreement. *(The evaluation forms are attached to this contract as Appendices 2-5.)*

Article 12 - Personnel File

- 12.1 There shall be a single personnel file for each unit member. Personnel files shall be kept online.
- 12.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, authorized District personnel or by court order. Records shall be maintained with the personnel file indicating purpose, date, and identification of person(s) to whom the file was released.
- 12.3 Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved with prior notification. Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
- 12.4 "Summary of Conference" is strictly a summary of a conversation which takes place between administration and a unit member. If an administrator determines

the conversation will be documented with a “Summary of Conference,” a unit member will be notified at that time.

12.5 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given an opportunity to review and comment thereon. A unit member may attach a response to that document.

12.5.1 If the unit member alleges that the material is false and/or unsubstantiated, he/she shall meet informally with the individual attempting to enter the alleged derogatory statement to attempt to resolve the disagreement.

12.5.2 Failing to reach a mutual resolution, the unit member may request a review committee composed of two representatives selected by the bargaining unit and two management unit members to resolve the dispute about the validity of the material. This committee shall convene within thirty (30) working days of a written request by the unit member.

12.5.3 In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal action against the unit member or used by the District in any grievance filed by the unit member.

12.6 All material placed in a unit member’s personnel file shall be dated and signed by the person who caused the material to be prepared. The unit member must receive a copy of the material within ten (10) days of the date the document was prepared. Documents in the personnel file shall be added in a timely fashion and in no circumstances shall material be added that has not been discussed with the unit member within three (3) months of the event. No administrator shall introduce derogatory evidence from a unit member’s personnel file relating to non-instructional matters that occurred more than four years prior. (Ed Code 44944)

12.7 Derogatory material remaining in a unit member’s file for a period of three (3) years shall be removed from the file at the unit member’s written request.

12.8 Anonymous materials shall not be placed in the personnel file.

Article 13- Professional Responsibilities/Hours of Employment/Duty

13.1 Professional Responsibilities

The unit member has the responsibility to perform the following core professional duties:

- Back to School Night, Open House and STEAM+ Night
 - General Education and Special Day Class Teachers attend Back to School Night & Open House and will be paid out-of-contract rate to optionally attend STEAM+ Night.
 - STEAM+ Teachers attend Open House & STEAM+ Night and will be paid out-of-contract rate to optionally attend Back to School Night.
- Class placement process
- Duty supervision
- STEAM+ Specialist collaboration
- 504 meetings for a student in the bargaining unit member's class
- Grade level team collaboration
- Grade student work
- IEP meetings for a student in the bargaining unit member's class
- Maintain web page
- Parent communication
- Parent/Teacher Conferences
- Participate in one school site committee per Article 13, section 13.5.1 of this agreement
- Prepare report cards
- Room Parent/volunteer collaboration
- Specialist collaboration (RSP, SDC, OT, APE, SLP)
- SST meetings for a student in the unit member's class
- Staff meetings per contract
- Wednesday district/site meetings

13.2 Workday:

- 13.2.1 A unit member's workday shall be seven (7) hours, which includes a duty-free lunch of at least forty-five (45) consecutive minutes. Rainy day/minimum day lunch shall consist of at least thirty (30) consecutive minutes of duty-free obligations. Unit members may leave campus during their duty-free lunch.
- 13.2.2 Daily hours of employment for unit members shall begin at 7:45 a.m. and end at 2:45 p.m. unless released earlier by their supervisor. Association officers and staff site representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.
- 13.2.3 The length and number of student recesses shall be mutually determined by the staff and the principal at each site with the final approval of the bargaining unit and the District Superintendent.

- 13.2.4 The length of the instructional day shall be mutually determined by the bargaining unit and the District Superintendent.
- 13.2.5 Unit members shall be excused from school at the end of the instructional day on any regular school day preceding a Board approved holiday after meeting any scheduled duty responsibility.
- 13.2.6 Staff meetings shall be held on no more than two Tuesdays per month. Staff meetings shall not extend more than forty-five (45) minutes past the end of the regular duty day. Staff meetings shall be planned by site principal based on site specific needs. Site principals shall allow for time in the meeting schedule for DMCTA updates as communicated by the site DMCTA representative (Reference Article 3.3). The District agrees not to schedule any District in-service on Tuesdays after the regular instructional day has been concluded.
- 13.2.7 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the District will implement a modified student instructional schedule on Wednesdays during the school year. The modified schedule will provide for Professional Development/Collaborative Learning Wednesdays (CLW) work from 12:45 p.m. until 2:45 p.m. on the first and third Wednesdays of each month.

Collaborative Learning Wednesdays are times identified for colleagues to come together in a variety of groupings (as individual school sites, among schools districtwide, among specialty content areas/STEAM+, and the special education team) to apply and build upon previous learning, process and synthesize information, review student work, teacher collaborations around report cards and student progress, participate in new learning, and engage in the analysis of student data.

- 13.2.7.1 The school site principal and CLW teams may develop opportunities for additional CLW time as needed utilizing ideas such as, but not limited to, a cross-grade level buddy system, assemblies, and substitute release time.
- 13.2.7.2 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the second, fourth, and fifth Wednesdays of each calendar month, the unit member's duty day ends at 12:45.

13.2.7.3 The District will attempt to schedule cross-District committee meetings that make use of teachers who are paid stipends on the second, fourth and fifth Wednesdays of each month. (Examples of stipend committees are curriculum content committees.)

13.2.7.4 Special Education job-related meetings may be scheduled on the first and third Wednesdays of each month as needed. Special Education teachers will participate in the grade level and site/District staff development/professional development as assigned by the site principals and coordinated with the Director of Pupil Services.

13.2.7.5 There will be a Collaborative Learning Wednesday Committee to provide input regarding the calendar and content of professional learning on collaborative CLW Wednesdays.

The committee will be comprised of an equal number of Administration and Bargaining Unit Members. The 4 bargaining unit members will be determined by the Executive Board of DMCTA. Consideration will be given to form a group including STEAM+, Special Education, an upper grade and a lower grade teacher.

The committee will meet a minimum of three times a year. The committee will provide a joint communication after each meeting.

13.2.7.6 Two CLWs per year, will be scheduled for teacher collaboration around report cards or student progress, as is determined by each site administrator.

13.3 Planning Time

Unit members shall be provided with planning time as detailed in Article 18, Section 18.2 of this Agreement.

13.4 Parent-Teacher Conference/IEP Meetings

13.4.1 Parent-Teacher Conferences shall be held on minimum days.

13.4.2 Unit members who work in a general education setting shall have appropriate prior notice for all IEP meetings in which they are

involved. Attendance for general education teachers at an IEP meeting shall not extend more than one hour beyond the duty day.

- 13.4.3 Unit members who attend legally mandated IEP meetings that extend more than one (1) hour beyond the duty day shall be compensated at the District extra hourly rate.

13.5 Adjunct Duties

- 13.5.1 Unit members will be required to serve on one site committee per year. Site committee obligations may require work beyond the normal workday, not to exceed five (5) hours per school year. Site Committee obligations requiring additional work beyond five (5) hours per school year will be compensated at the District extra hourly rate of pay.

- 13.5.2 Administrators will make a good faith effort to assign adjunct duty in a manner that is equitable to staff members.

- 13.5.3 Unit members shall be required to perform no more than the equivalent of seventy-five (75) minutes of recess, before and after school supervision duties per school week.

- 13.5.3.1 Unit members assigned to the following special education positions perform daily duty by serving their caseload and will not be required to serve on the site duty schedule except as provided in section 13.5.3.2:

- Adapted Physical Education Specialist
 - Autism/Behavior Specialist
 - Resource Specialist
 - School Psychologist
 - Special Day Class Teacher
 - Speech/Language Pathologist

- 13.5.3.2 Resource Specialists at a single site may be inserted into the duty schedule during conference weeks to help alleviate the duty load for general education teachers. Site administrators will oversee the assignment of this duty.

- 13.5.4 Unit members may volunteer to serve on District level committees. Unit members who serve on District level committees outside of the workday will be compensated at the District extra hourly rate or receive a stipend.

13.5.5 With prior administrative approval, unit members who participate in activities beyond the workday will be compensated at the District hourly rate or receive a stipend. Such activities may include sixth grade camp and field trips.

13.6 Work Year

The work year for unit members previously employed by the District shall be one hundred eighty-five (185) days consisting of one hundred eighty (180) student attendance days and five (5) days for teacher preparation. For newly employed instructional staff, the work year shall be one hundred eight seven (187) days consisting of one hundred eighty (180) student attendance days, five (5) days for teacher preparation, and two (2) days for orientation. The two additional days for newly employed unit members will be paid at their per diem rate. The two additional days may be waived at the discretion of the Assistant Superintendent of Instructional Services. A minimum of three (3) full days for the five (5) teacher preparation days shall be provided at the beginning of the school year without administration or staff meetings. Two (2) full days being dedicated to district/school business.

13.6.1 The District shall provide unit members with up to the equivalent of two (2) optional paid workdays for staff development at the per diem rate for each school year when the California Department of Education (CDE) awards funding that is specific and restricted for staff development.

13.6.2 School Psychologists shall be provided the option to work five additional days per year. School Psychologists will receive an annual stipend of \$5,000 for a full year of service in this capacity.

Article 14 - Safety Conditions of Employment

14.1 Unit members shall not be required to work under hazardous conditions or to perform tasks that may endanger their health or safety. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act (CAL/OSHA).

14.2 Unit members have a responsibility to advise the District immediately of any condition, which a responsible person would consider unsafe. The District has a responsibility to respond and remedy in a timely manner.

- 14.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical contact reasonably necessary to insure safety of unit members and pupils. Under such circumstances, an employee must exercise reasonable judgment and must act and react in a prudent manner.
- 14.4 Unit members shall immediately report cases of assault, injury, or threatening behavior suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately investigate and take appropriate action, which may include a report of the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The principal will consult with the offended teacher to address the teacher's concerns during the investigative process. The Superintendent/principal shall comply with any reasonable, legal request from the unit member for information in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, police and courts.
- 14.5 The District shall compensate unit members for work related medical and property loss due to assault, accident, vandalism, or theft.
- 14.5.1 The District shall reimburse unit members up to \$1,000 for the repair or replacement of work-related personal property not covered by the member's own personal insurance. The equipment or property must be verified annually by the member's supervisor as necessary to the instructional program. The District will not be responsible for unverified equipment.
- 14.6 The District shall provide support, which may include counseling, legal, and other assistance as appropriate, to unit members who may be assaulted while in performance of their duties.
- 14.7 The District shall take appropriate action against a pupil if a unit member's person or property is injured or damaged by the willful misconduct of the pupil that occurs during the course and scope of employment.
- 14.8 The District shall inform and train unit members in safety procedures. The District will make available general safety procedures, emergency plans and procedures, self-protection, sexual harassment, and crisis management.

Article 15 – Leaves

- 15.1 Personal Illness and Injury Leave
- 15.1.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first day of each year. Sick leave may be

used by the unit member for personal illness or injury. Sick leave that is not used shall accumulate from year to year without limit.

- 15.1.2 Unit members who work less than full-time and/or who work on extended work year shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 15.1.3 The District shall provide each unit member with an accounting of the number of hours of sick leave he/she has accumulated, plus the number of hours to which the unit member is entitled for the current school year on their monthly paystubs.
- 15.1.4 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would be paid a substitute, or fifty (50) percent pay, which ever is greater.
- 15.1.5 Unit members may use accumulated sick leave as set forth in this Article for disabilities caused by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave including the date that the leave is to begin and the date that the duties are to be resumed shall be determined by the unit member's physician, who shall provide the District with written confirmation of disability.
- 15.1.6 If a unit member is absent for a half-day (1/2), one-half (1/2) day of sick leave will be deducted.

15.2 Personal Necessity Leave

- 15.2.1 Accumulative leave which is credited under sick leave in this Agreement may be used, at the unit member's election, for purpose of personal necessity provided that use of such personal necessity leave does not exceed ten (10) days in any school year. There shall be no accumulation from year to year of such days. When the ten (10) days are exhausted and more time is needed, the unit member may petition the Superintendent for an extension.
- 15.2.2 Personal necessity leave shall be granted to a unit member for the following reasons:

15.2.2.1 Serious illness of a member of a unit member's immediate family.

15.2.2.2 Illness of a child.

15.2.2.3 Accident or incident involving the unit member's personal property, or the personal property of a member of the unit member's immediate family that requires the unit member's absence from work.

15.2.2.4 Appearance in court as a litigant.

15.2.2.5 The birth of a child making it necessary for a unit member who is the father of the child, or the adoption of a child making it necessary for a unit member who is an adopting parent of the child, to be absent during the assigned hours of service.

15.2.2.6 Life events that the unit member cannot reasonably be expected to ignore, and requires the attendance of the unit member during working hours such as:

- Marriage of an immediate family member.
- Attendance of a funeral.
- Other family responsibilities (i.e. graduation, award ceremonies, taking a child to college).
- Bargaining unit member must get prior approval from site principal.

15.2.2.7 Religious Observance Leave for members of religious faiths to attend services in their places of worship.

15.2.3 Personal necessity leave shall **not** be used for:

- Pursuit of business, financial, or economic interest of the unit member
- Recreation
- Vacation

15.2.4 Advanced notice of taking personal necessity leave except in an emergency shall be given by the unit member to the unit member's immediate supervisor.

15.3 Bereavement Leave:

15.3.1 Each unit member is entitled to a leave of absence on account of death of any member of the unit member's immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from other leaves. A unit member is entitled to a leave not to exceed three (3) days. Two additional days for a total of five (5) days may be taken in the following circumstances:

- For in-state travel if travel one (1) way exceeds four hundred (400) miles, or if out-of-state travel is required
- For the death of a unit members spouse or child

15.3.2 For purpose of this provision, an immediate family member is defined in Article 2.15 of this agreement.

15.4 Pregnancy Disability Leave

15.4.1 Unit members are entitled to use accumulated sick leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth and recovery thereafter on the same terms and conditions governing leaves of absence from other illness or medical disability.

15.4.2 Such leave shall not be used for childcare, child rearing or preparation for child rearing.

15.4.3 The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The unit member shall provide a written confirmation from the physician of the disability.

15.4.4 The District will be following AB375 as of January 1, 2016. In regard to differential pay, all certificated staff will be charged equivalent to the daily cost of a general education substitute.

15.5 Family/Unpaid Maternity/ Child Rearing Leave:

Family/Unpaid Maternity/Child Rearing leave shall be supplied in accordance with The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act of 1991. *(See Board Policy 4017.)*

15.5.1 Family Care and Medical Leave (FMLA) are separate and distinct from disability leave for pregnant unit members. Pregnant unit members may be entitled to a disability leave or an extended unpaid leave of absence in addition to FMLA as set forth in Article 15.4.

- 15.5.2 If the leave is requested for foster placement, adoption, or birth of a child, and both parents are unit members of the District, the total amount of FMLA for both parents is limited to twelve (12) weeks.
- 15.5.3 Eligible unit members shall request such leave as soon as possible prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member plans to begin and end the leave.
- 15.5.4 The determination as to the date on which the leave shall begin and the duration shall be by mutual agreement between the unit member and the Superintendent or his/her designee.
- 15.5.5 There shall be no change in employment status for this leave.
- 15.5.6 If a unit member on leave for childbearing or child rearing experiences a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is a vacancy for which a unit member is qualified, assignment will be made as soon as reasonable.

15.6 Industrial Accident/Work-Related Disability Leave:

The District's liability is limited to the minimum requirements mandated by Education Code section 44984.

- 15.6.1 Unit members are entitled to Industrial Accident/Work-Related Disability Leave not to exceed sixty (60) days in any one (1) fiscal year for the same accident.
- 15.6.2 The District may have the unit member examined by a physician at the District's expense. At the election of the unit member, his/her own licensed physician may perform an Industrial Accident examination, provided that the unit member's physician is on file with the District at least six (6) months prior to the time of the injury.
- 15.6.3 When all available leaves of absences, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the unit member's position, said unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, unless the unit member has retired.
- 15.6.4 Industrial accident or illness leave will commence on the first day of absence.

- 15.6.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wages for the day.
- 15.6.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 15.6.7 Allowable industrial accident or illness leave shall not be accumulative 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 unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.6.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if a unit member is receiving worker's compensation, the unit member shall be entitled to use only so much of the accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 15.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 15.7 Judicial Leave:
 - 15.7.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the misconduct of a unit member.
 - 15.7.2 Subject to the provisions below, the unit member shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.
 - 15.7.3 As a matter of general policy, the District does not normally encourage unit members to seek exemption from or postponement of jury duty. If the unit member wants to postpone jury duty to the summer, he/she will receive the substitute's rate of pay plus fees for jury duty service. The unit member shall provide evidence of postponement and jury duty served to the district.
 - 15.7.4 A unit member on jury duty leave for 18 weeks or less shall be entitled to return to the same assignment held at the time such leave

commenced, unless such assignment had been discontinued, in which case the unit member shall be entitled to a comparable position. A unit member on judicial leave for more than eighteen (18) weeks shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the unit member upon return to work shall be comparable to that held at the time judicial leave began.

15.8 Personal Business:

The unit member may use two (2) of his/her ten (10) annual sick days for personal business.

15.9 STRS Disability Leave:

15.9.1 A unit member receiving a disability allowance from the State Teachers Retirement System (STRS) shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the unit member's employment right will end.

15.9.2 During the thirty-nine (39) month period, if the STRS determines that the disability no longer exists, the unit member will be returned to regular status upon request by the unit member. The unit member shall be returned to a teaching vacancy, if certificated for the position, as soon as it exists, but no later than the beginning of the next school semester.

15.10 Fringe Benefits While on Unpaid Leave (As stated by Federal COBRA Law):

The District shall provide to all unit members on unpaid leave the existing fringe benefits package provided that the unit members on leave reimburse the District for the cost.

15.11. Military Leave:

Unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

15.13 Unpaid Leave of Absence:

15.13.1 A leave of absence, (up to twelve [12] months), without pay, may be granted by the Board upon the recommendation of the Superintendent.

15.13.2 Unit members granted a leave of absence shall notify the District in writing no later than February 1 whether they will be returning from said leave.

15.14 Catastrophic Leave Bank

The District and DMCTA (Association) desire to create a bank of sick leave days from which eligible bargaining unit members may apply for additional sick days when they or their immediate family members are suffering from a catastrophic illness or injury.

15.14.1 Definition

15.14.1.1 In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for extended periods of time, and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of thirty (30) workdays/six (6) work weeks. Leave bank donations will run concurrent with the one hundred (100) days of extended illness leave (commonly referred to as differential pay).

15.14.1.2 In cases affecting a bargaining unit member's immediate family, a catastrophic illness or injury is defined as an instance that requires the unit member to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. In such instances the unit member must submit verification to the Human Resources Department. Once certified, the unit member will be required to exhaust all available leave prior to accessing the bank. An extended period of time is defined as in excess of thirty (30) workdays/six (6) work weeks.

15.14.2 Management

15.14.2.1 The governance shall be a joint responsibility of the Association and the District. The Committee shall consist of four (4) members, two (2) selected by the Association and two (2) selected by the District. A quorum shall exist when three (3) members are present. The Association President shall designate

the Chair. Approval/disapproval of the leave shall be a majority vote.

15.14.2.2 All requests will be answered in writing within ten (10) workdays after the committee has come to a decision. Strict confidentiality shall be maintained.

15.14.2.3 When the days in the bank are projected to drop below one hundred fifty (150) days, one (1) additional day will be assessed for each current member. No days will be drawn from current members if the bank is at or above 150 days.

15.14.2.4 A unit member may enroll in the bank during the annual open enrollment period, in the month of October, each year. New employees or employees returning from an approved leave of absence will have an open enrollment period of thirty (30) days following the date of employment or return from leave.

15.14.3 Denial

15.14.3.1 Bargaining unit members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave and differential leave.

15.14.3.2 If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information.

15.14.3.3 If the committee has insufficient days to fund a withdrawal request, neither DMCTA, the Committee, or the District shall be under any obligation to compensate the unit member.

15.14.4 Eligibility

- 15.14.4.1 To be eligible to request a leave bank donation, unit members must:
- Donate one (1) day each year during the established enrollment period until the bank reaches a balance of one hundred fifty (150) days.
 - To maintain eligibility, leave bank members must donate an additional day during the academic year upon request as required under 15.14.5.4.
 - Should a member have insufficient leave balances to meet the donation requirement, leave bank eligibility shall be terminated.
 - If a bargaining unit member does not join at the first request, he/she must wait until the next enrollment opportunity, and eligibility will become effective thirty (30) calendar days after the first contribution.
 - Proof of need must be included in every request to use the bank.

15.14.5 Responsibilities

- 15.14.5.1 The District shall maintain a record of all bargaining unit members who have joined and are currently enrolled in the bank.
- 15.14.5.2 The District shall verify an applicant's sick leave to the committee and provide the applicant's remaining paid leave balance.
- 15.14.5.3 The Association shall help solicit donations during the enrollment period.
- 15.14.5.4 When the leave bank falls below one hundred fifty (150) days, the District shall assess a maximum of one (1) additional day from each Leave Bank Member.

15.14.6 Donations

- 15.14.6.1 All donations are irrevocable.

- 15.14.6.2 Donations to the bank are general and are not to a specific member.
- 15.14.7 Withdrawals
 - 15.14.7.1 Withdrawals shall be granted in units of one (1) workday with a maximum withdrawal of sixty (60) work days per event.
 - 15.14.7.2 Participants may request additional days if needed.
 - 15.14.7.3 Days approved but not used shall be returned to the bank.
 - 15.14.7.4 Decisions of the Committee are final and are not subject to the grievance procedures.

Article 16 - Early Retirement

Unit members who meet eligibility criteria shall have the following options when considering early retirement from the District:

- 16.1 An eligible unit member who retires from active service under the State Teachers' Retirement System provisions, and his/her spouse, may continue on the District's health, dental, and vision plans until age 65 at District expense consistent with District payment for current employees.
 - 16.1.1 To be eligible, an employee must:
 - 16.1.1.1 Be employed by the Del Mar Union School District at the time of application
 - 16.1.1.2 Be at least 55 years of age
 - 16.1.1.3 Have completed the required years of full-time service in the Del Mar Union School District by the following ages:
 - 16.1.1.3.1 Age plus years of full-time service must equal 75 (rule of 75) through age 64 with a minimum retirement age of 55. For example, if a unit member retires at age 55, then he/she must have completed 20 years of full-time service, etc.

- 16.1.1.4 Not be on any disability retirement
- 16.1.1.5 Be ineligible for reasonably comparable health benefits through any other employer
- 16.1.2 The unit member shall notify the Superintendent by February 1 of his/her intent to take early retirement. Extenuating circumstances preventing the unit member from meeting the February 1 deadline shall be considered at the discretion of the Board, the Superintendent, and DMCTA.
- 16.1.3 The unit member shall follow procedures established by the District to implement this early retirement health insurance plan.
- 16.2 The District may award eligible early retirees part time consultancy contracts that have been negotiated with the bargaining unit.
 - 16.2.1 A unit member shall request from the Superintendent information regarding possible part-time consultancy contracts by February 1.
 - 16.2.2 Compensation for the consultancy contract shall not exceed the maximum amount currently allowed under the STRS provision of the law in any one fiscal year. The employee will submit quarterly or monthly reports detailing the hours worked and the duties performed.
 - 16.2.3 Any consultancy contract may be renewed on an annual basis.
 - 16.2.4 He/She shall be an employee and not an independent contractor. At the termination of an individual's consultancy contract, the individual may be reemployed by the District on a part-time basis in conformance with applicable law.
- 16.3 The Board at its discretion may adopt and implement in any year special one-time early retirement incentive programs.
 - 16.3.1 In extenuating circumstances that negatively impact the District's educational program, the Board at its discretion may approve and implement a special early retirement agreement developed between the Superintendent and an individual unit member. Respecting confidentiality, appropriate communication regarding these circumstances may be communicated to a representative of the bargaining unit's Executive Board.

Article 17 - Professional Growth

The parties shall meet and negotiate a successor agreement to support professional development if there is a change in Education Code requirements for credential renewal.

- 17.1 Speech Language Pathologists shall be reimbursed for up to \$500 per year for the attendance of CSHA conference.

Article 18 - Class Size

- 18.1 Maximum class size/caseload per bargaining unit member shall be the following:

Grades K - 3:	22	
Grades 4 - 6:	27	
Special Ed.:		
Resource Specialist:	28	(up to 32 with a waiver)
Special Day Class:	15	
Preschool Speech/Language:	40	
K-6 Speech/Language:	53	
Adapted Physical Education:	55	

- 18.1.1 Combination classes in grades kindergarten through sixth will have two less students than the maximum class size or grade-level average at a school site.
- 18.1.2 Caseloads for part-time special education unit members shall be determined by a pro-rata share comparable to the unit member's full-time equivalent (FTE) percentage.
- 18.1.3 Administration will make a good faith effort to equally balance students of all needs among classes and unit members.

- 18.2 Any unit member who teaches grades kindergarten through third grade or Special Education, or in a STEAM+ program shall receive 120 minutes of planning time per week. Any unit member who teaches grades four through six shall receive 180 minutes of planning time during a normal five (5) day work week. The 120 and 180 minutes of planning time are understood to be part of the student instructional day. A good faith effort will be made to maintain the integrity of the planning time.

- 18.3 Any unit member who teaches grades four through six with a class size of 23 or more students shall receive four (4) hours of compensation at current out of contract pay following each parent/teacher conference reporting period, for a total of eight (8) hours of compensation. Note: General Education Classes.

18.4 When the enrollment in a general education self-contained kindergarten through sixth grade classroom exceeds the maximum class size in Article 18 paragraph 18.1, the unit member shall receive compensation as indicated below.

K-3

23:1 ten (10) dollars per day for the 23rd student

24:1 twenty (20) dollars per day for any student over the 23rd

4-6

28:1 no stipend

29:1 twenty (20) dollars per day for any student over the 28th

The following relief procedures may be implemented subject to mutual agreement of the grade level team and administrator:

- Additional instructional resources mutually agreed upon by unit member and District
- Other support strategies mutually agreed upon by unit member and District

18.4.1 When a unit member teaches a combination class in general education kindergarten through sixth grade, the following relief procedures shall be implemented:

- Two (2) additional paid days beyond the 185 contracted days for the purpose of planning and preparation at his/her per diem rate
- .2 Full-time Equivalent (FTE) for grade level or class support
- Provide additional instructional resources mutually agreed upon by affected grade-level teams and Administration
- Other support strategies mutually agreed upon by affected grade-level teams and Administration

18.5 In the event that the State of California reduces or eliminates funding for the kindergarten through third grade Class Size Reduction (CSR) program, the Association and the District agree to re-negotiate the terms of Article 18 in a timely manner.

18.6 Both the District and the Association recognize the need to provide a free and appropriate public education for all children in the least restrictive environment. To achieve this goal, the District and Association agree to adhere to California Special Education law and all its provisions as currently written in code of California Regulations (CCR), Title 5, or its subsequent editions.

18.7 When the enrollment in a special education classroom/caseload exceeds the maximums set forth in paragraph 18.1, the following procedure shall be used:

18.7.1 The Specialist, his/her Principal and the Director of Pupil Services will communicate within ten (10) days of receipt of the appropriate form at the District office to determine mutually agreeable options to resolve the problem. The Over Class Size Notification for Special Education form is attached to this contract as Appendix 6 and must be completed by the special education teacher and sent to the District administrator when class sizes/caseloads exceed the limits set forth in paragraph 18.1. Special education teachers will receive a stipend when class size/caseload exceeds the maximum class sizes set forth in paragraph 18.1. Payment of stipends for special education teachers with excessive class size/caseloads will be authorized by the District administrator/Superintendent's designee after the District administrator/Superintendent's designee has reviewed the class list/caseload information described in Appendix 6. The special education teacher shall be paid a daily stipend until such time as the class list/caseload has been reduced to comply with the class list/caseload maximums described in 18.1 or other options have been implemented that will resolve the problem.

Other options may include:

- The hiring of additional classified personnel on a temporary basis
 - Depending on circumstances and availability, classified personnel may include an Instructional Aide I, or a Speech/Language Pathology Assistant (Aide II)
- The hiring of additional certificated personnel on a temporary basis
- Contracting for services with a private provider on a temporary basis
- The hiring of a full-time substitute teacher on a temporary basis
- Providing the special education teacher with additional instructional resources mutually agreed upon by the teacher and District
- Providing the special education teacher with other support strategies mutually agreed upon by the teacher and the District
- Receipt of an excess class size/caseload stipend in lieu of any of the other six options described in 18.7.1.

18.7.2 If the class size/caseload remains above the maximum caseloads set forth in paragraph 18.1, then the special education teacher shall be

paid a daily stipend until such time as the class size/caseload has been reduced to comply with the class size/caseload set forth in paragraph 18.1.

18.7.2.1 The daily stipend per each SDC student above the class size maximum of 15 students is \$20.

18.7.2.2 The daily stipend per each RSP student above the caseload maximum of 28 students is \$10.

18.7.2.3 The daily stipend per each unduplicated Speech/Language student above the caseload maximum of 53 students is \$10; the daily stipend per each duplicated Speech/ Language student above the caseload maximum is \$5.

18.7.2.4 The daily stipend per each unduplicated Adaptive P.E. student above the caseload maximum is \$10; the daily stipend for each duplicated Adaptive P.E. student above the caseload maximum is \$5.

18.8 A general education teacher shall be provided a copy of a student's IEP/504 Plan one school day prior to the placement of an individual with special needs into his/her classroom given that the District has been informed by the new parent of the existing IEP/504 Plan.

18.9 When a SDC level support student is placed in a general education classroom for more than 50 percent of the day, this student shall be counted towards the maximum class size limit set forth in Article 18.1.

Article 19 – Salaries and Benefits

19.1 Salary

19.1.1 Certificated employees who are included in the bargaining unit shall be compensated according to the salary schedule titled "Group 3 – Regular Certificated" incorporated herein as Appendix 7.

19.1.1.1 Speech Language Pathologists' initial salary placement shall be at a minimum of Step 10.

19.1.2 Salaries for unit members will be paid in eleven equal installments beginning in August of each school year with the final payment being made at the end of June each year.

19.1.3 Unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed. (A full year of service is defined as completion of 75% of the duty days for the work year.)

19.1.3.1 Part-time unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent (FTE) is equal to or exceeds 75% of a school year. For example, an individual who works two years at a 40% FTE would have a cumulative total of 80% over two years and would therefore qualify for a step advancement on the salary schedule.

19.1.4 The hourly rate for extra assigned duties that does not involve direct student instruction or service, such as curriculum writing, conducting workshops, training, staff development activities and/or before or after student supervision, lunch time clubs or playground duty shall be the Extra Hourly Rate.

19.1.5 The hourly rate for direct student instruction or service, outside of a unit members work calendar or hours, such as ESY shall be paid at the Instructional Hourly Rate.

19.2 Professional Growth for Salary Advancement Purposes

19.2.1 Credit shall be granted for the purpose of advancement on the salary schedule for the satisfactory completion of any upper division or graduate level course offered by an accredited institution, which can be justified by the unit member and is approved by the District.

19.2.2 Unit members shall request approval of courses that are intended for advancement on the salary schedule by completing a “Notice of Intention to Improve Professional Training” form. (The form is available on the District website.) The form should be completed and submitted to the site Principal well in advance of actual enrollment in the course to ensure that the course is acceptable for salary advancement credit.

19.2.3 Credit for salary schedule advancement shall not be granted for any courses taken where any portion of travel or tuition is paid by the District.

19.2.4 In order to qualify for salary schedule advancement, verification of the completion of work must be received in the Human Resources

Office no later than September 1 of the year in which the advancement is to occur.

19.2.4.1 An official transcript shall be submitted as soon as possible to verify the completion of work. A grade card or a written statement signed by the instructor may be used until a transcript is available.

19.2.4.2 The term “unit” on the salary schedule refers to a semester unit. A quarter unit is recorded as two-thirds of a semester unit.

19.2.6 Before the end of each school year, all returning unit members are responsible for informing the District Office of possible changes in their salary placement.

19.3 Health and Welfare Benefits

19.3.1 Unit members shall be provided with medical, dental, vision and life insurance benefits. The maximum district contribution for all premiums for health/welfare benefits shall be \$10,500 (the District “cap”) annually. Any premium costs for health and welfare benefits that exceed \$10,500 will be the responsibility of the employee.

19.3.2 If a unit member selects a benefit package that exceeds the district cap, he/she will authorize a payroll deduction in the amount of the excess costs above the cap of the selected benefit package in order to reimburse the district for the additional costs of the selected benefit package.

19.3.3 Unit members who have been approved for shared teaching assignments for the school year will adhere to the health/welfare benefit options in Article 22 of this agreement.

19.3.4 The District shall make a good faith effort to provide unit members information regarding benefit rates at the earliest possible date.

Article 20 - Support for Beginning Teachers

The District will provide an induction program for new teachers through the North Coast Consortium.

Article 21 - Professional Rights

Unit members shall be provided freedom in instruction and discussion and may introduce any relevant materials provided that the presentation is a balanced representation, supporting District core curriculum/state standards, and is consistent with the State Education Code.

Article 22 - Shared Assignments

- 22.1 Permanent unit members who wish to participate in a shared assignment shall submit a written application for a shared assignment on an annual basis. The application shall include a detailed plan for sharing of duties, responsibilities, and health/ welfare benefits. In addition, the application shall contain a detailed calendar for the pertinent school year that specifies the days of service for each participant in the shared assignment. The application and plan shall be submitted to the school principal/supervisor by March 1, of the year proceeding the school year in which the applicants desire to participate in the shared assignment.
- 22.2 Unit members shall be notified of their shared assignment approval or disapproval by March 15, but the final site/grade level assignment for the team will be determined using the same procedures and timelines utilized for the District's full-time teachers. If the principal/supervisor does not approve the application or plan, reasons for the disapproval shall be provided to the bargaining unit members in writing within a reasonable time. (Appeal Procedures Article 10.4.4).
- 22.3 Shared assignment team members shall share the maximum District contribution for health benefits as described in Article 19, section 19.3.1. of this agreement. Each team member must enroll in the life insurance program. The District contribution will be allocated/shared pursuant to the following options:
- (a) A team member will receive a share of the District contribution for health benefits based upon the team members full time equivalency (FTE).
 - (b) A team member may opt out of the following, allocating their benefit cap share to their partner:
 - Medical; or
 - Dental and Vision; or
 - Medical, Dental and Vision

The health benefit programs from which the team members may select is limited to those programs offered by the District at the time the shared assignment is in effect. If a team member selects health benefit programs that exceed their share of the District contribution, the team member will authorize a payroll deduction for the premium amount that exceeds the District contribution. If a unit member does not choose to participate in the medical coverage offered by the district, he/she must provide proof of alternative minimum essential medical coverage to the district.

22.4 A salary schedule increment shall not be granted to a unit member if they work less than 75% of one full year of service. As defined in the Ed. Code, a full year of service is 75% of a full-time assignment (.75 x 185= 139 days). When a unit member meets the 75% or more full time equivalency, he/she will receive a salary step increase at the start of the next fiscal year. Once the unit member earns his/her salary step increase, accumulation of full-time employment hours toward the next step increase begins at zero. There is no carryover.

22.4.1 Teachers who participate in a shared contract who are eligible for the Masters Stipend will have the stipend prorated to the percentage of time they are responsible for the shared classroom. For example, a 50-50 job share between two teachers who each are eligible for a Masters Stipend will mean a 50% Masters Stipend for each teacher and an 80-20 job share between two teachers who are each eligible for a Masters Stipend will mean an 80% Masters Stipend for one and a 20% Masters Stipend for the other, and so on.

22.5 Unit members who wish to participate in a shared assignment will be required to request a leave of absence without pay, as described in section 15.13 of this agreement, for that portion of the school year during which they will not be working. Unit members who participate in a shared assignment shall be offered full-time employment in the event that the shared assignment will not continue the following school year. Unit members ending a shared assignment and returning to full time employment will be assigned to a position in accordance with the provisions of Article 10 of this agreement.

22.6 Unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties required of a unit member in a full-time assignment.

22.7 The team member who is on duty at the time of the staff development/school business meetings shall provide the required essential information to the partner who is not on duty at the time.

District directed professional development trainings shall be attended by both partners. The partner who is not scheduled to work that day shall be paid the current hourly "out of contract" pay.

22.8 The number of shared assignments at each school site shall be limited to the following:

22.8.1 At school sites with an Assistant Principal, the total number of shared assignments shall be limited to four (4).

- 22.8.2 At school sites without an Assistant Principal, the total number of shared assignments shall be limited to three (3).
- 22.8.3 There shall be no more than one shared assignment per grade level at any school site; there shall be no more than one shared STEAM+ specialist position per school site.
- 22.9 The duration of a shared assignment shall be limited to no more than six (6) years; however, if the maximum number of available shared assignments in the district is not fully subscribed at the end of the sixth year of a shared assignment, the existing shared assignment team may apply for an extension of the same shared assignment arrangement for an additional six (6) years.

Article 23 - Substitutes

Students shall not be assigned to other classrooms during the absence of their regular teacher unless all other options have been exhausted.

Article 24 - Bargaining Unit Member Assignments

- 24.1 No unit member shall be subject to yearly teaching assignments other than those specified in his/her area of certification.
- 24.2 Unit members at each work site shall be notified in writing of extra-curricular opportunities available at that work site prior to those assignments being filled. The notice shall provide a time sequence and procedure for filling the assignments.

Article 25 - Site-Based Decision-Making

- 25.1 The Del Mar California Teachers Association and the Del Mar Union School District believe the goal of site-based decision-making is to increase autonomy and shared decision-making, as well as professional responsibility, authority, and accountability among all personnel. It is believed that the best way to facilitate the school and organizational change needed to improve education for children is to expand the involvement of those closest to the situation through joint planning and problem solving. It is agreed that consensus will be used to achieve the goals of site-based decision-making whenever possible.
- 25.2 School site proposals shall not contain any provisions contrary to, or in conflict with, any article or section of this Agreement unless specific waivers to such Agreement articles and sections must be agreed to by the Association (Site Representative) and the District (Site Administrator) prior to a site vote. A waiver request requires a seventy-five percent (75%) majority vote of the unit members at a school site.

25.3 When a school site wishes to implement a site-based decision-making proposal that would require the waiving of any provision(s) of the Collective Bargaining Agreement between the Association and the District, the following steps shall be taken:

25.3.1 The school site representatives shall send a letter to the Association and the District requesting which provisions of the Collective Bargaining Agreement may need to be waived in order to implement the plan. (The parties involved at the site level will refer to DMCTA's standing rules for site-based decision making). Waiver approvals must be mutually agreed upon by the district and the association prior to implementation.

25.3.2 The waiver shall be in effect for a maximum of one (1) year. The waiver can be renewed by following the same procedure outlined above unless specified by the waiver and agreed upon.

Article 26 - Term

This agreement shall be become effective on July 1, 2019 and shall be continued through June 30, 2022. Notwithstanding article 6.3, each year the parties may mutually agree to extend the contract by one year. Not later than July 1 of the year in which this agreement expires, the parties shall commence the meeting and negotiation process in accordance with applicable law. Agreements shall be in writing.

**Del Mar Union School District
CONTRACT GRIEVANCE FORM**

Instructions for Employee: Complete Parts 1 through 4 and sign the form. This form should be used to file a formal written grievance. Before filing this form, the grievant should attempt to resolve the grievance by an informal conference with the immediate supervisor. Retain one (1) and submit one (1) copy to the Association and two (2) copies to the appropriate supervisor.

To: _____
(Appropriate Supervisor) (Position) (Site)

From: _____
(Name of Grievant) (Position) (Site)

An informal conference concerning this matter was held. Yes No

Date held: _____ Who was present? _____

Statement of Grievance:

1. Date alleged violation, misinterpretation, or misapplication of the specific provisions of the contract first became known: _____

2. Nature of grievance (*briefly state pertinent facts – feel free to attached additional one-page statement*):

3. Specific article(s) of the Contract allegedly violated, misinterpreted or misapplied:

4. List at least two options to remedy the grievance:

(Signature of Grievant)

(Date Filed with the District and Association)

District Office Use: Final disposition of grievance (see attached grievance records for Levels I ___ II ___ III ___ IV ___ V ___)

(Signature of Appropriate District Official Upon Final Disposition)

(Date of Final Disposition)



DEL MAR UNION SCHOOL DISTRICT
 Certificated Personnel – Annual Goals

Check if additional pages are attached.

Employee Name:			Grade Level/ Assignment:			School:	<input type="checkbox"/> AF	<input type="checkbox"/> CDM	<input type="checkbox"/> Heights	<input type="checkbox"/> Hills
Certificated Status:	<input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary	<input type="checkbox"/> 1 st Year	<input type="checkbox"/> 2 nd Year	<input type="checkbox"/> OA	<input type="checkbox"/> SC	<input type="checkbox"/> SR	<input type="checkbox"/> TH	
Goals	Activities			Method of Evaluation (Certificated Personnel)		Degree of Achievement (Completed on or before Summary Evaluation)				
Support requirements and specific constraints relative to the achievement of the above goals. Include situations or conditions unique to the class or assignment. (*Please attach additional pages when needed. Be sure to date, sign and number each additional page.)										

Pre-Conference

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Summary Evaluation Conference

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____



DEL MAR UNION SCHOOL DISTRICT
Certificated Personnel – Evaluation Summary

Check if additional pages are attached.

Employee Name :					Grade Level/ Assignment:		
School:	<input type="checkbox"/> Ashley Falls	<input type="checkbox"/> Carmel Del Mar	<input type="checkbox"/> Del Mar Heights	<input type="checkbox"/> Del Mar Hills			
	<input type="checkbox"/> Ocean Air	<input type="checkbox"/> Sage Canyon	<input type="checkbox"/> Sycamore Ridge	<input type="checkbox"/> Torrey Hills			
Certificated Status:	<input type="checkbox"/> Permanent Year	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary	<input type="checkbox"/> 1 st Year	<input type="checkbox"/> 2 nd		

1. SOURCES OF DATA

Written Communication Formal & Informal Observations & Visits
 Informal Conversations Formal Conferences

2. DEGREE OF ACHIEVEMENT (Attached completed certificated goals with summary evaluation.)

3. INSTRUCTIONAL PERFORMANCE

4. GENERAL PROFESSIONAL PERFORMANCE

5. EMPLOYEE RESPONSE

6. SUPERVISOR’S RECOMMENDATION

(A mark of “Requires Improvement” or “Unsatisfactory” requires the completion of a Certificated Assistance Plan.)

Meets or Exceeds District Requirements Requires Improvement Unsatisfactory

Employee Signature: _____

Evaluator Signature: _____

Signature Indicates Conference Held On (date): _____

Please attach additional pages when needed. Be sure to date, sign and number each additional page.
*(This evaluation will be placed in your personnel file at end of ten (10) working days.
 You have the right to attach a relative response to be placed in your personnel file.)*



DEL MAR UNION SCHOOL DISTRICT

Certificated Personnel – Interim Observation & Evaluation Report

Check if additional pages are attached.

Employee Name:		Grade Level/ Assignment:	
No. of Observation(s):		School:	<input type="checkbox"/> AF <input type="checkbox"/> CDM <input type="checkbox"/> Heights <input type="checkbox"/> Hills <input type="checkbox"/> OA <input type="checkbox"/> SC <input type="checkbox"/> SR <input type="checkbox"/> TH
Certificated Status:	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 st Year <input type="checkbox"/> 2 nd Year <input type="checkbox"/> 2 nd Year		

ACTIVITY:		OBSERVATION DATE:		TIME:	
------------------	--	------------------------------	--	--------------	--

1. OBSERVED ACTIVITIES:

2. EFFECTIVE ASPECTS OF LESSON:

3. CONFERENCE DISCUSSION AND/OR NEXT STEP REGARDING INSTRUCTIONAL OR PROFESSIONAL STANDARDS:

4. SUGGESTIONS FOR IMPROVEMENTS REGARDING INSTRUCTIONAL OR PROFESSIONAL STANDARDS:

Employee Signature:	
Evaluator Signature:	
Signature Indicates Conference Held On (date):	

Please attach additional pages when needed. Be sure to date, sign and number each additional page.

(This evaluation will be placed in your personnel file at end of ten (10) working days.

You have the right to attach a relative response to be placed in your personnel file.)



DEL MAR UNION SCHOOL DISTRICT
Certificated Personnel – Assistance Plan

Check if additional pages are attached.

Employee Name:		Grade Level/ Assignment:	
No. of Observation(s):		School:	<input type="checkbox"/> AF <input type="checkbox"/> CDM <input type="checkbox"/> Heights <input type="checkbox"/> Hills <input type="checkbox"/> OA <input type="checkbox"/> SC <input type="checkbox"/> SR <input type="checkbox"/> TH
Certificated Status:	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 st Year <input type="checkbox"/> 2 nd Year <input type="checkbox"/> 2 nd Year		

This form must be completed when the Evaluation Summary contains an overall "Unsatisfactory" or Needs Improvement notation. Attach a supplementary sheet if additional space is required.

1. PROBLEM AREA BACKGROUND:

--

2. SPECIFIC SUGGESTIONS/DIRECTIONS FOR IMPROVEMENT

--

3. ASSISTANCE TO BE PROVIDED BY ADMINISTRATOR:

--

4. EMPLOYEE'S COMMENTS:

--

Note: The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of the target behaviors, not merely completion of the improvement activities.

Employee Signature:	
Evaluator Signature:	
Signature Indicates Conference Held On (date):	

Please attach additional pages when needed. Be sure to date, sign and number each additional page.
*(This evaluation will be placed in your personnel file at end of ten (10) working days.
 You have the right to attach a relative response to be placed in your personnel file.)*

Del Mar Union School District
OVERCLASS SIZE NOTIFICATION FOR SPECIAL EDUCATION

TO BE COMPLETED BY SPECIAL ED TEACHER

This is to inform you that:

Date: _____ Teacher: _____ School: _____

Class size/caseload: _____ Class maximum: _____ % Contract: _____

I request the following remedy:

1st Choice:

2nd Choice:

3rd Choice:

_____ Caseload has been reviewed and each student continues to be eligible for Special Ed.

_____ Each student has been verified to be a resident of the Del Mar Union School District.

Teacher _____ Date _____ School Administrator _____ Date _____

PLEASE ATTACH CASELOAD LIST AND SEND TO SPECIAL ED. ADMINISTRATOR

Above remedy is: ___ approved ___ disapproved ___ alternative remedy (see comments)

Comments:

(Special Ed Administrator's Signature)

(Date)

Signatures below indicate all parties are in agreement to remedy:

Special Ed. Teacher _____

Date: _____

Special Ed. Administrator _____

Date: _____

Principal _____

Date: _____

Superintendent _____

Date: _____

Appendix 7

DEL MAR UNION SCHOOL DISTRICT GROUP 3 - REGULAR CERTIFICATED

CERTIFICATED SALARY SCHEDULE: Effective July 1, 2019
ADOPTED BY BOARD OF TRUSTEES - June 28, 2018

STEP	RANGE 1 BA ANNUAL	RANGE 2 BA + 15 ANNUAL	RANGE 3 BA + 30 ANNUAL	RANGE 4 BA + 45 ANNUAL	RANGE 5 BA + 60 ANNUAL		
1	\$58,356	\$58,356	\$58,356	\$60,827	\$64,484		
2	\$58,356	\$58,356	\$60,132	\$63,792	\$67,455		
3	\$58,356	\$59,782	\$63,098	\$66,759	\$70,418		
4	\$59,390	\$62,731	\$66,067	\$69,729	\$73,388		
5	\$62,363	\$65,694	\$69,035	\$72,694	\$76,357		
6	\$65,327	\$68,663	\$72,002	\$75,665	\$79,319		
7	\$68,296	\$71,631	\$74,969	\$78,630	\$82,291		
8	\$68,296	\$74,601	\$77,938	\$81,598	\$85,262		
9	\$68,296	\$74,601	\$80,908	\$84,566	\$88,225		
10	\$68,296	\$74,601	\$83,876	\$87,534	\$91,198		
11	\$68,296	\$74,601	\$83,876	\$90,505	\$94,164		
12	\$68,296	\$74,601	\$83,876	\$90,505	\$97,135		
13	\$68,296	\$74,601	\$83,876	\$90,505	\$100,096		
14	\$68,296	\$74,601	\$83,876	\$90,505	\$101,097	Range 5 Step Stipend	Total
15	\$68,296	\$74,601	\$86,843	\$93,468	\$104,098		
16	\$68,296	\$74,601	\$86,843	\$93,468	\$104,098	\$400	\$104,498
17	\$68,296	\$74,601	\$86,843	\$93,468	\$104,098	\$800	\$104,898
18	\$68,296	\$74,601	\$86,843	\$93,468	\$104,098	\$1,200	\$105,298
19	\$68,296	\$74,601	\$89,808	\$96,436	\$107,094		
20	\$68,296	\$74,601	\$89,808	\$96,436	\$107,094	\$400	\$107,494
21	\$68,296	\$74,601	\$89,808	\$96,436	\$107,094	\$800	\$107,894
22	\$68,296	\$74,601	\$89,808	\$96,436	\$107,094	\$1,200	\$108,294
23	\$68,296	\$74,601	\$92,713	\$99,337	\$110,023		
24	\$68,296	\$74,601	\$92,713	\$99,337	\$110,023	\$400	\$110,423
25	\$68,296	\$74,601	\$92,713	\$99,337	\$110,023	\$800	\$110,823
26	\$68,296	\$74,601	\$92,713	\$99,337	\$110,023	\$1,200	\$111,223
27	\$68,296	\$74,601	\$92,713	\$99,337	\$113,019		
28+	\$68,296	\$74,601	\$92,713	\$99,337	\$113,019	\$1,000	\$114,019

**MASTERS DEGREE STIPEND - \$2,500 PER YEAR
PAID IN 11 MONTHS - WORK YEAR IS 185 DAYS**

Unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed.
(A full year of service is defined as completion of 75% of the duty days for the work year).

Part-time unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent is equal to or exceeds 75% of a school year. Once the unit member earns his/her salary step increase, accumulation of full time employment hours toward the next step increase begins at zero. There is no carryover.

Appendix 7 continued

SPECIFIC FEATURES:

STRUCTURE:

Provides optimum incentive for continued service and training through:

- 1 Staggered framework which limits amount of experience credit without additional training.
- 2 Non-restricted progression which provides greater opportunity for maximum training in area of need for effective teaching in the modern elementary school classroom.
- 3 Masters Degree incentive which provides recognition for demonstrated academic pursuit.
- 4 Additional step stipends after reaching Range 5.

STEP:

Recognizes additional proficiency gained through successful classroom teaching.

RANGE:

Acts as an incentive for continued training by providing a significant increase in salary.

PROFESSIONAL GROWTH:

The Governing Board of Trustees will grant salary credit for the satisfactory completion of any upper division or graduate level course offered by an accredited institution which can be justified by the teacher and is approved by the District. Salary credit will not be granted for courses taken where any portion of travel or tuition is paid by the District.

Teachers shall request approval of courses by utilizing the proper form that is available on the District website. It should be completed well in advance of actual enrollment to ensure that the course is acceptable for salary credit.

NOTIFICATION:

Before the end of each school year, all returning personnel who are on the teachers salary schedule are responsible for informing the District Office of possible changes in their salary placement.

Verification of the completion of work must be received by the Human Resources Office no later than September 1 of the year in which the advancement is to occur.

Appendix 8

**DEL MAR UNION SCHOOL DISTRICT
Extra Hourly Rates¹**

A. Instructional \$65.00² per hour

B. Non-Instructional \$40.00 per hour

¹ Work shall be completed before or after the employee's regular work hours.

² Rate applies only when working directly with students in an instructional or specialized service capacity.