

PROPOSAL
From The
DUBLIN UNIFIED SCHOOL DISTRICT
To The
DUBLIN TEACHERS ASSOCIATION
(March 20, 2019)

The Dublin Unified School District (“District”) and the Dublin Teachers Association (“DTA”) are parties to a collective bargaining agreement that expired on June 30, 2018. The parties are at impasse for 2018/2019 school year. Notwithstanding, and in order to better meet DTA’s financial demands, the Board has looked to utilize future dollars in combination with one-time dollars in order to sustain an on-going increase for teachers in the current school year. In making this proposal, the Board has relied on the Governor’s January budget proposal for funding of the 2019/2020 school year, the spend down of District reserves and the restructuring or delay of textbook adoptions. Based upon these primary factors, the District makes the following proposal to fully resolve all bargaining through June 30, 2019.

A. Financial Package Proposal

1. Effective July 1, 2018
 - a. The certificated salary schedule shall be improved by **four percent (4.0%)**.
 - b. Thereafter, cell D24 shall be increased by **one half of one percent (0.5%)**.
2. After the salary schedule is increased as set forth in 1 above, each unit member shall receive a one-time, off-schedule bonus equal to **one percent (1%)** of his/her placement on the certificated salary schedule for the 2018/2019 school year.
3. In addition to the salary schedule language above, the following financial language is agreed to:

<u>Article</u>	<u>Topic</u>	<u>Status</u>
Side Letter	Locally Negotiated Alternative K-3 Class Size	See <u>Attachment 1</u>
Side Letter	Secondary Student Contacts	See <u>Attachment 2</u>
Memorandum of Understanding	Special Education	See <u>Attachment 3</u>

B. Contract Language

The following language is offered outside of the financial package proposal.

<u>Article</u>	<u>Topic</u>	<u>Status</u>
Article 6	Organizational Security	See <u>Attachment 4</u>
Article 7	Work Day	See <u>Attachment 5</u>
Article 15	Class Size	See <u>Attachment 6</u>

Article 16	Evaluation	See <u><i>Attachment 7</i></u>
Article 19	Assignment & Transfer	See <u><i>Attachment 8</i></u>
Article 27	Term	See <u><i>Attachment 9</i></u>

**SIDE LETTER
between
DUBLIN UNIFIED SCHOOL DISTRICT
and
DUBLIN TEACHERS ASSOCIATION/CTA/NEA
(Locally Negotiated Alternative K-3 Class Size)**

This Side Letter is between the Dublin Unified School District (“District”) and the Dublin Teachers Association (“DTA”), collectively referred to as “the parties.”

The parties agree that small class sizes at all grade levels, but especially in the elementary grades, creates the opportunity for teachers to provide more individualized attention to students. This enhances student learning experiences and helps to promote student achievement and performance in school.

Rapid expansion and growth in the City of Dublin continues to result in ongoing, increased student enrollment at all grade levels. This growth occurs continuously throughout each school year and poses significant challenges to the District’s goal of reducing K-3 class sizes to the extent that both parties desire. These challenges are exacerbated by the following factors:

1. rapid student enrollment growth,
2. limited classrooms available in existing District facilities,
3. limited funding for new school construction from the State,
4. the impact of the underfunded LCFF base grant on the District,
5. the current shortage of teachers.

Within the constraints described above, the District affirms its intent to make reasonable efforts to reduce K-3 ratios in future school years. The District and DTA acknowledge this progress and commit to work collaboratively in pursuit of that goal.

The class sizes set forth in the CBA at Article 15 for Grades K-3 shall remain the locally negotiated alternative class size.

Pursuant to this Side Letter, the parties agree to compensate a unit member whose K-5 class size is greater than the specified number as follows:

K	1	2-3	4-5
Staff at 24. At 25 and above, the unit member shall receive \$6.50 per day for each student greater than 24 per trimester.	Staff at 25. At 26 and above, the unit member shall receive \$6.50 per day for each student greater than 25 per trimester.	Staff at 26. At 27 and above, the unit member shall receive \$6.50 per day for each student greater than 26 per trimester.	Staff at 28. At 29 and above, the unit member shall receive \$6.50 per day for each student greater than 28 per trimester (in lieu of the contractual \$250 of supplies).

- This class-size limit shall have no application until after the first twenty (20) days of the school year.
- If a class enrollment is at least one (1) student over the class-size limit (continuously for the first twenty (20) days) and remains over on the twenty-first (21st) day, the 20-day exception set forth above shall not apply, and the daily allowance of \$6.50 shall be retroactive.

This Side Letter shall be effective for the 2018/2019, 2019/2020 and 2020/2021 school years. It shall be null and void after June 30, 2021.

FOR THE DUBLIN TEACHERS ASSOCIATION

FOR THE DUBLIN UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

**SIDE LETTER
between
DUBLIN UNIFIED SCHOOL DISTRICT
and
DUBLIN TEACHERS ASSOCIATION/CTA/NEA
(Secondary Student Contacts)**

This Side Letter is between the Dublin Unified School District (“District”) and the Dublin Teachers Association (“DTA”), collectively referred to as “the parties.” Pursuant to this Side Letter, the parties agree to compensate a unit member assigned to secondary (grades 6-12) whose total daily student contacts exceeds 165 students based upon a five-period assignment. The unit member shall receive \$1.50 per student per day for each student contact greater than 165 per quarter or semester (as applicable).

1. This Side letter shall not apply to teachers assigned to ESL, ROP, work experience, special education, speech, continuation high school and alternative education programs, nor does it apply to reading specialists, librarians or any other member of the bargaining unit who does not provide direct instruction to students.
2. The calculation of student contacts shall:
 - a. not include traditionally larger classes, such as Instrumental Music, Vocal Music, Physical Education, Drama and Leadership nor shall it include teacher’s aides.
 - b. be prorated by FTE and prorated for teachers with excluded classes (2.a.). For instance, a teacher who teaches 3 periods of science and 2 periods PE would be prorated at 60%.
3. Total student contacts shall have no application until after the first twenty (20) days of the semester.
4. If a teacher’s total student contacts are at least one (1) student over 165 (continuously for the first twenty (20) days) and remains over on the twenty-first (21st) day, the 20-day exception set forth above shall not apply, and the daily allowance of \$1.50 shall be retroactive.
5. At the end of each quarter or semester (as applicable), a teacher who believes he/she qualifies for compensation shall submit a supporting roster and a schedule report to the site principal.
6. To the extent that this Side Letter conflicts with Article 15, this Side Letter shall supersede.

This Side Letter shall be effective for the 2018/2019, 2019/2020 and 2020/2021 school years. It shall be null and void after June 30, 2021.

FOR THE DUBLIN TEACHERS
ASSOCIATION

FOR THE DUBLIN UNIFIED
SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
between the
DUBLIN UNIFIED SCHOOL DISTRICT
and the
DUBLIN TEACHERS ASSOCIATION
(Special Education)

This Memorandum of Understanding (“MOU”) is between the Dublin Unified School District (“District”) and the Dublin Teachers Association (“DTA” or “Association”), collectively referred to as “the Parties.”

1. Pre-School / DK IEP Coverage:

This MOU shall apply to school sites which have Pre-School/DK SDC classes.

- a. IEP meetings for Pre-School/DK SDC students are required by law to include a general education teacher. The closest general education teacher to preschool is DK/Kindergarten.
- b. DK/Kindergarten Teachers and Pre-School/DK SDC Case Managers will collaborate to equitably divide meetings among all DK/Kindergarten Teachers on eligible campus(es).
- c. DK/Kindergarten teachers designated as the general education teacher for more than ten (10) Pre-School/DK SDC meetings shall be compensated for IEP meetings as follows:
 - i. On timecard for each IEP meeting in excess of ten (10) meetings per academic year generated by assigned Pre-School/DK SDC meetings.
 - ii. Compensation shall be paid in quarter hour increments.

2. Specialist Support Provider (SSP):

- a. When practical, each Intern Specialist, Temporary Specialist and Probationary Specialist will be provided support by a Support Specialist Provider (SSP) in collaboration with the site administrator. SSPs provide support in related areas: (e.g. IEP management, curriculum development, and support specialists). A Specialist with a split site assignment will receive SSP support at one (1) site.
- b. SSPs shall be designated by the District.
- c. A SSP may be assigned to support up to four (4) Specialists. Each SSP will be compensated with an annual stipend of Two Hundred and Fifty Dollars (\$250) per mentee.

3. Assessments

- a. Special Education Teachers shall be paid on a time card in quarter hour increments for completion of assessments that are in addition to their assigned case load as follows:

- i. For annual assessments, preapproved up to four (4) hours
 - ii. For triennials, preapproved up to eight (8) hours.
- b. The time allotments set forth above may only be exceeded with advanced written permission from the Assistant Superintendent of Educational Services/designee.

4. Caseloads

- a. Pursuant to this Side Letter, the parties agree to compensate a unit member whose caseloads are greater than the specified number as follows:

SDC Mild/Mod	SDC Mod/Severe	Resource Specialists	Speech & Language
Caseload at 15. At 16 and above, the unit member shall receive \$14.00 per day for each student greater than 15 per quarter or semester.	Caseload at 12. At 13 and above, the unit member shall receive \$14.00 per day for each student greater than 12 per quarter or semester.	Caseload at 28. At 29 and above, the unit member shall receive \$14.00 per day for each student greater than 28 per quarter or semester.	Caseload at 55. At 56 and above, the unit member shall receive \$14.00 per day for each student greater than 55 per quarter or semester.

- b. Overages for Resource Specialists require a State Waiver.
- c. At the end of each quarter or semester (as applicable), a teacher who believes he/she qualifies for compensation shall submit a supporting roster or schedule report to the site principal.

5. General Provisions:

- a. This MOU shall be in effect for the 2018/2019 and 2019/2020 school years. It shall be null and void on June 30, 2020.
- b. This MOU and all provisions contained herein shall be considered non-precedent setting.

FOR THE DUBLIN TEACHERS ASSOCIATION

FOR THE DUBLIN UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

~~ARTICLE 6- ORGANIZATIONAL SECURITY~~

~~6.1 — Deduction of Membership Dues and Fees:~~

~~Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association membership dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.~~

~~6.2 — Agency Fees:~~

~~6.2.1 — Any unit member who is not a member of the Dublin Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of employment, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments.~~

~~a. — Membership or payment of the fee is a condition of continued employment.~~

~~b. — The unit member may, however, authorize payroll deduction for such fee in the same manner as provided in Paragraph 6.1.~~

~~6.2.2 — There shall be no charge to the Association for the collection of this mandatory agency fee by payroll deduction.~~

~~6.2.3 — Payment of a mandatory service fee became effective July 1, 1989.~~

~~6.3 — Conscientious/Religious Objections:~~

~~6.3.1 — Any unit member who holds conscientious objections to membership in employee organizations, or who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall file a declaration to that effect with the Association and District.~~

~~a. — These unit members shall not be required to join or financially support the Association.~~

~~b. — These unit members shall, however, pay (in lieu of a service fee) sums equal to the service fee to one (1) of the following non-religious, non-labor organizations, charitable funds that are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~(1) American Red Cross~~
- ~~(2) The Susan G. Komen Breast Cancer Foundation~~
- ~~(3) Dublin Partners in Education (DPIE)~~

~~e. Proof of payment shall be submitted annually to the District as a condition of continued exemption from the provisions of Paragraph 6.2.~~

~~d. Any unit member who pays a charitable contribution as provided in this Paragraph 6.3, and who requests arbitration, shall pay the reasonable cost of the arbitration.~~

~~6.4 Defense of Agency Fee Provisions:~~

~~6.4.1 Dublin Teachers Association/CTA/NEA agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.~~

~~6.4.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this Paragraph 6.4 shall, or shall not, be compromised, resisted, defended, tried or appealed.~~

~~6.5 Necessary Information:~~

~~The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.~~

Article 7. Work Day

7.1 On-Site and In Classrooms:

7.1.1 Unless otherwise approved in advance by a site administrator, teachers shall be on-site at least fifteen (15) minutes prior to the opening of their session.

- a. Except for K-5 scheduled yard supervision, the District shall not assign supervision duties during those times.

7.1.2 K-5 teachers shall be in the classroom at least five (5) minutes before the start of class.

- a. This shall not apply to those teachers who have been assigned to other school activities at that time.
- b. In cases of rain or extreme cold, K-5 teachers shall be in their teaching station at least fifteen (15) minutes prior to the convening of their class.

7.1.3 Unit members are required to be on campus during the normal work day, except:

- a. during their duty-free lunch; and
- b. during their preparation period— when advance notification is provided to the building site administrator or designee pursuant to site procedures communicated to all unit members prior to the first day of instruction. The expectation is that staff are present during their on-site preparation period absent extenuating circumstances or to perform curricular related tasks.

7.2 Duty-Free Lunch:

Every unit member shall be entitled to a daily duty-free uninterrupted lunch period. The lunch period shall be a minimum of thirty (30) consecutive minutes exclusive of passing periods.

7.3 Professional Day:

The work day shall include as much time as is reasonably necessary to fulfill professional duties to facilitate the education program. Examples include planning, teaching, grading, analyzing student data, supervising students, communicating with parents, collaborating with colleagues, and attending meetings pursuant to Section 7.13.

7.4 District Business:

The District shall not schedule business or activities on the second and fourth Tuesday of each month (these are reserved for official Association meetings). The District shall seek to minimize the need to schedule business or activities on the first and third Tuesday of each month.

7.5 Common Prep for K-5 Schools:

7.5.1 First through fifth (1-5) grade teachers shall have additional on-site common prep created by an early schedule on Monday and Tuesday.

7.5.2 Kindergarten teachers shall have an additional on-site common prep created by an early schedule on Monday.

7.6 Kindergarten Teachers:

7.6.1 a. Based on student needs at each site, Kindergarten teachers shall be assigned to participate in a program of intervention for Kindergarten students at that site. The intervention shall include remediation or enrichment.

b. The work day for a Kindergarten teacher shall be the same length as a grade one through three (1-3) teacher.

7.6.2 The Kindergarten teachers' lunch period shall be the same length as the primary teachers' lunch period at each site.

7.6.3 Each Kindergarten teacher shall be entitled to a forty-five (45) minute duty free on-site prep period per day.

7.7 Grade 1-5 Teachers:

7.7.1 Every full-time, first through fifth (1-5) grade teacher shall be provided with on-site preparation time as set forth below.

a. On a regular day, this shall be a forty-five (45) minute period.

b. Seventy-two (72) preparation periods shall be provided per school year. Certificated teachers shall be employed to provide such preparation periods. Typically, two (2) will be scheduled each week.

c. Assignment and scheduling of teachers providing prep periods shall be flexible to minimize costs for the District.

7.8 Grades 6-8 Teachers in a Departmentalized Program:

- 7.8.1 The structure of the full-time teaching day for grades six through eight (6-8) shall be five (5) regular teaching periods and one (1) on-site preparation period of the same general duration as a teaching period.
- 7.8.2 Any teaching assignments, scheduled before or after the regularly scheduled classes, shall be subject to:
 - a. The teaching schedule shall be contiguous unless a change has mutual agreement by the teacher and the site principal.
 - b. Shall be on a voluntary basis.

7.9 Grade 9-12 Teachers at a Traditional High School:

- 7.9.1 The structure of the full-time teaching day for grades nine through twelve (9-12) shall be five (5) regular teaching periods and one (1) on-site preparation period of the same general duration as a teaching period.
- 7.9.2 Any teaching assignments, scheduled before or after the regular scheduled classes, shall be subject to:
 - a. The teaching schedule shall be contiguous unless a change has mutual agreement by the teacher and the site principal.
 - b. Shall be on a voluntary basis.

7.10 Grade 9-12 Teachers at a Continuation High School:

- 7.10.1 The structure of the full-time teaching day in continuation high school shall be five (5) regular teaching periods and one (1) on-site preparation period of the same duration as a teaching period.
- 7.10.2 The total student contact time (*e.g.* instructional time, credit recovery, counseling, etc.) at the continuation high school shall be aligned with, but shall not exceed, the regular teacher's instructional time at the traditional high school. By way of illustration and not limitation, this shall also apply to early student release days.
- 7.10.3 The on-site workday for continuation high school teachers shall be consistent with that of teachers at the traditional high school.

7.11 Extra Sections at Grades 6-12:

7.11.1 A full-time teacher with two (2) or more years of prior teaching experience, at the request of the Administration, may agree to teach one (1) extra section (e.g. during his/her preparation period or during a zero or similar period). The teacher shall be paid an additional twenty percent (20%) for the duration of the assignment. The District may collapse the additional section at any time.

7.11.2 In the event the District has been unable to fill vacant FTE at a secondary site in the normal course of business, the site principal with guidance and support from Human Resources will notify staff that are properly credentialed in the subject area and have an open period in their current schedule where the course will be offered. If more than one member meets the criteria, interviews will be conducted and a candidate will be selected to fill the vacancy. Teachers that meet the criteria that are less than 1.0 will be offered the additional FTE (or sections) before any offers of FTE in excess of 1.0 are extended. In the interest of equity, Human Resources may use historical distribution of sections among staff as a determining factor.

7.12 Split Site Unit Members:

7.12.1 The schedule of a unit member who is assigned to more than one (1) school shall be arranged so that he/she is not required to engage in an unreasonable amount of inter-school travel.

7.12.2 Such employees shall be notified of any changes in their schedules at least two (2) weeks before such changes are implemented.

7.13 Meetings Outside the Regular Workday:

7.13.1 All meetings which occur outside the unit member's regular workday shall be voluntary with the following exceptions:

- a. One (1) Back-To-School Night in the Fall Semester.
- b. One (1) Open House in the Spring Semester.
- c. One (1) faculty meeting per month.
- d. Other meetings at which the unit member's attendance is legally required and which cannot reasonably be held during the regular workday (e.g. SST, IEP and 504 meetings). The District shall make every reasonable effort to conduct such meetings during the unit member's regular workday.

7.13.2 Unit members shall also provide time for parent conferences on a before or after school basis at a time mutually agreeable between the parent and the employee.

7.14 Work On a Normal Day Off:

Except as required by statute or regulation, no employee shall be required to perform assignments on a normal day off.

7.15 Substitutes for Absent Teachers:

7.15.1 The District will make every reasonable effort to secure a substitute for a teacher who is absent from duty.

7.15.2 In the event a substitute is not available, a certificated employee may be assigned to cover someone else's class if there is no volunteer available to do so.

a. Under the circumstances, such assignments shall be equitably distributed among all available unit members at the site.

a.b. The certificated employee who volunteers or is assigned to cover someone else's class during his/her prep period shall be paid at the prevailing certificated hourly rate. In the event that no coverage is found, and a class is blended into an existing class, that teacher shall be paid the prevailing certificated hourly rate. The hourly rate shall be prorated for less than a full class.

7.16 Extra-Curricular Activities (Grades 6-12):

7.16.1 All staff at grades six through twelve (6-12) will be required to participate in no more than two (2) activities per year except:

a. Class or club advisors will be excused from further assignments.

b. Members of year-long school committees will be exempt.

7.16.2 Activities that last longer than three (3) hours will be counted as two (2) activities.

7.16.3 No unit member will be assigned to act as a timer, judge, or cashier.

7.17 Collaboration Days:

7.17.1 There shall be twenty-one (21) collaboration days in each school year as set forth below.

a. These days shall be either early release or late start on Wednesday (sixty [60] minutes).

b. The use of these days shall be determined by the principal after input from staff. The primary focus shall be:

- (1) examine student learning, and (2) determine effective teaching practices, and (3) plan for appropriate revisions for future lesson delivery;

- (1) develop and refine common assessments, (2) analyze student learning based on these assessments, and (3) determine interventions for students in need.
- Promote teacher learning and collaboration.

As necessary, the bell schedule at each school site shall be adjusted to ensure that the District provides not less than the State-mandated minutes of instruction for each grade.

7.18 Supervision at Elementary Schools:

7.18.1 Initial Assignments

- a. Staff are scheduled to supervise for fifteen (15) minutes (each supervision), twice each week during the school year.
- b. A schedule of site supervision needs is created by the Principal.
- c. No later than the first staff meeting of the school year, unit members will be asked if they prefer a before-school, recess, or an after-school supervision assignment.
 - If a unit member does not want an after-school assignment, they will not be given one (however, many choose after school as their preference).
 - As to other assignments, staff preferences will be taken into consideration in a fair and equitable manner by the Principal, in collaboration with the DTA site representatives, when creating a supervision schedule.
- d. A supervision schedule filled in with staff names will be provided to staff within the first two (2) weeks of the instructional school year.
- e. Teachers will not be required to supervise the parking lot or be assigned traffic duties.

7.18.2 Subsequent Changes and Special Provisions

- a. Unit members may switch supervision assignments with each other provided the Principal (or designee) is informed. If a unit member finds that they are scheduled to supervise at a time that will not work for them, they are to inform the Principal (or designee) and another unit member will be asked to trade assignments with them.
- b. Unit members are to work their scheduled time until a revised schedule is posted.
- c. A revised schedule will be posted electronically as quickly as the administration is informed of changes and they are approved. A revised schedule will prominently display the revision date to minimize confusion.

- d. If a unit member takes a field trip, they are to trade with another unit member to ensure that supervision is covered.

ARTICLE 15: CLASS SIZE

15.1 Grades Kindergarten through Eight:

15.1.1 Elementary (K-5):

- a. The maximum class size for self-contained classrooms at grades K-5 shall be twenty-eight (28)
- b. Exceptions:
 - (1) This maximum shall have no application until after the first twenty (20) school days of the school year.
 - (2) This maximum may be exceeded at other times of the school year for a period up to ten (10) days without requiring District action as provided in Paragraph 15.1.1.c. below.
 - (3) A teacher may waive the effects of this Article; however, Section 15.1.1.c (below) shall still be in force.
- c. Where a class size maximum is exceeded for more than ten (10) days and when the extra child is enrolled for more than ten (10) days in a given trimester, the District agrees to provide Two Hundred Fifty Dollars (\$250.00) per trimester per extra child. The money provided for class size overages may be spent on the following, within the site goals and objectives:
 - (1) Instructional materials or equipment/supplies;
 - (2) Instructional aides;
 - (3) Conferences;
 - (4) Field Trips.

15.1.2 Middle School (Departmentalized)

The staffing ratio for departmentalized classrooms at grades six through eight (6-8) shall be based on a ratio of 27:5:1. *See* 15.2.1.b. for a description of the allocation process.

- a. This maximum shall have no application to traditionally larger classes, such as Instrumental Music, Physical Education, Drama and Chorus. The maximum class size for physical education, however, shall not be greater than forty-two (42) pupils.
- b. This maximum shall have no application until after the first twenty (20) school days of the school year.
- c. This maximum may be exceeded at other times of the school year for a period up to ten (10) days without requiring District action as provided in Paragraph 15.1.1.c. above.
- d. A teacher may waive the effects of this Article; however, Section 15.1.1.c (above) shall still be in force.

15.2 Grades Nine through Twelve:

15.2.1 The staffing ratio for departmentalized classrooms at grades nine through twelve (9-12) shall be based on a ratio of 27:5:1.

- a. The District allocation formula shall be based upon the projected enrollment as determined by the District in the spring of the preceding year.
- b. This allocation shall be computed by dividing the total number of projected students at the regular high school by twenty-seven point five (27.5).

(1) Students: The enrollment shall:

- i. Include ESL, ROP, work experience, special education (resource and SDC);
- ii. Exclude SDC/SDH and continuation high school students.

(2) Classes: The calculation shall:

- i. Exclude classes for ESL, ROP, work experience, special education, continuation high school and alternative education programs.

(3) Teachers: The calculation shall:

- i. Exclude ESL, ROP, work experience, special education, speech, librarians, reading specialists, and any other member of the bargaining unit who does not provide direct instruction to students.

15.2.2 If additional periods are offered to students outside the normal scheduled school day, such periods shall be staffed in addition to this allocation. The District shall provide additional sections, if necessary, to maintain a small regular high school.

15.3 Counselors: This number shall be computed on the basis of dividing the total number of projected students as delineated in the following table:

Number of Students	Number of Counselors
0-410	1
411-860	2
861-1025	2.5
1026-1230	3
1231-1435	3.5
1436-1640	4
1641-1845	4.5
1846-2050	5
2051-2255	5.5
2256-2460	6
2461-2665	6.5
2666-2870	7
<u>2871-3075</u>	<u>7.5</u>
<u>3076-3280</u>	<u>8.0</u>
<u>3281-3485</u>	<u>8.5</u>
<u>3486-3690</u>	<u>9.0</u>

15.4 Librarians: There shall be one (1) librarian at the regular high school.

15.5 Special Education - Grades Kindergarten through Twelve (K-12):

15.5.1 When identified Special Education (R.S. and S.D.C.) students are assigned permanently to the regular classroom, the site administrator shall meet with the teacher, upon request, to determine adjustments that will be made, within the resources of the school site.

15.5.2 The District will attempt to equitably distribute students designated as Individuals with Exceptional Needs (IWEN), Resource, Special Day mainstreamed students, ELL students, physically handicapped students, students with severe medical problems, and emotionally disturbed students.

15.5.3 Class size/case load shall be that specified in the California State Education Code(s).

ARTICLE 16: EVALUATION PROCEDURE

- 16.1 All first and second year temporary and probationary unit members shall be formally evaluated according to the time-line in 16.10.
- 16.2 Unless a unit member is in a five (5) year evaluation cycle (*see* 16.12 below), a probationary or permanent unit member shall be formally evaluated in writing at least every other year. Nothing in this Article shall preclude informal observations.
- 16.3 At the time of the pre-evaluation conference, the evaluatee shall have an opportunity to discuss constraints with the evaluator and these constraints shall be noted ~~reduced to writing and included~~ in the pre-evaluation document.
- 16.4 Evaluations shall be based upon but not limited to at least two (2) observations. At least one (1) observation shall be arranged mutually. All observations should be based on a minimum of twenty (20) minutes. In lieu of one (1) observation, non-instructional staff may be asked to participate in a meeting, for a minimum of twenty (20) minutes, to review services provided.
- 16.5 Appropriate observation and evaluation forms shall be utilized for all members of the bargaining unit. All classroom observations shall typically be given to or discussed with the unit member within three ~~five (53) work days forty-eight (48) hours~~ of the observation unless an alternate date is mutually agreed upon. Conferences, upon request, should follow the completion of observation forms and are mandatory in those cases where suggestions for improvement are indicated.
- 16.6 Conferences shall be held to discuss the Final evaluation ~~Evaluation~~. Final Evaluations shall be given to the unit member at least twenty-four (24) hours prior to said conference. ~~Conferences, upon request, should follow the completion of observation forms and are mandatory in those cases where suggestions for improvement are indicated.~~
- 16.7 Each permanent ~~and probationary~~ evaluatee requiring a Professional Improvement Plan shall have received notice according to the time-line in Section 16.10 that such a plan is required.
- 16.7.1 Each evaluatee receiving such notice shall participate in a Professional Improvement Plan (PIP) developed cooperatively between ~~a primary~~ the evaluator and the evaluatee.
- 16.7.2 If an unsatisfactory rating remains on the final evaluation of a permanent evaluatee, he/she will enter a professional assistance program.
- 16.8 Members of the bargaining unit shall not be required to participate in the evaluation and/or observation of other members of the unit nor shall they be required to assess their own performance, for purposes of evaluation.

16.9 All members of the bargaining unit will be evaluated according to the timelines included in Section 16.10.

16.10 Time-line for evaluations shall be as follows:

Evaluation Time-Line for Temporary and Probationary 1 Unit Members	
1. By October 15	Pre-Evaluation <u>Planning Conference</u> Document Completed.
2. By March 15	<u>Final</u> Evaluation completed based on a minimum of two (2) observations.
Evaluation Time-Line for Probationary 2 Unit Members	
1. By October 15	Pre-Evaluation <u>Planning Conference</u> -Document Completed.
2. By December 1	Professional Improvement Plan (PIP) for any unit member needing improvement.
3. 2. By March 15	Final evaluation completed for unit members based on a minimum of two (2) observations.
Evaluation Time-Line for Permanent Unit Member on a Two <u>or Five</u>-Year Cycle	
1. By October 15	Pre-Evaluation <u>Planning Conference</u> Document Completed.
2. By April 30	Final <u>E</u> valuation completed for unit members based on a minimum of two (2) observations.
Note: Prior to giving an unsatisfactory evaluation, the evaluator shall give the unit member reasonable advance notice in writing of performance deficiencies.	

16.11 An Evaluation consists of at least the following:

16.11.1 Planning ~~Pre-evaluation~~ conference and completed ~~Pre-Evaluation~~Planning Document.

16.11.2 Two (2) observations of at least twenty (20) minutes and completed Classroom Observation Forms.

16.11.3 Final ~~Professional~~ Evaluation Report.

16.12 A unit member who has served in the District for a minimum of ten (10) years, and whose most recent evaluation was ~~“effective,” “proficient” or higher in all areas~~ “distinguished” or “proficient” in their overall evaluation, may be moved to an evaluation schedule of every five (5) years by mutual agreement of the unit member and his/her/ administrator.

a. Should an administrator not agree to place an eligible unit member on a five-year evaluation cycle, the unit member shall be provided the reason(s) for the denial if so requested.

b. Either the unit member or the administrator shall have the right at any time to revert to the traditional evaluation cycle set forth in Section 16.2.

- c. A unit member who is in the ~~every~~-five (5) year evaluation cycle shall:
- meet every two (2) years with his/her administrator to discuss the unit member's objectives for the coming year; and
 - meet at the end of each two (2) year period to discuss progress towards objectives.

At DTA's request, Appendices A-2, A-3 and A-4 were not printed in this proposal as the Parties reached conceptual agreement on the language as presented by the District to DTA on January 9, 2019.

Article 19. Assignment & Transfer

19.1 General Provisions:

- 19.1.1 All employees covered under this Agreement are employees of the District and not of a particular school, division or department. Responsibility for decision making on assignments, reassignments and transfers rests with the District, but such assignments, reassignments and transfers shall be based upon the teacher having the requisite qualifications. The Assistant Superintendent of Human Resources or designee is authorized to transfer employees according to procedures contained in this Article.
- 19.1.2 Whenever any reassignment or transfer results in a position in which preparations exceed three (3) course titles, or the employee is moved more than two (2) grade levels, the Principal, upon request of the Teacherunit member, shall meet with the Teacherunit member for the purpose of providing the educationally valid reasons rationale for the number of preparations and/or reassignment and/or transfer in writing within five (5) days of receipt of request. ~~The Teacher shall have the right to representation by the Association.~~
- 19.1.3 An involuntary change in schedule, grade level class and/or subject assignment shall not be subject to the grievance procedure with the exception of procedural matters.
- 19.1.4 A teacherunit member who receives notification of reassignment on, or after, the first working day of the school year, due to a newly formed class or a class for which advanced planning and preparation was not made, shall be allowed, upon request, at least two (2) District-paid release days to prepare for the new assignment. The District shall provide reasonable assistance in moving the transferred teacherunit member's personal teaching materials to the new location.
- 19.1.5 In determining reassignments and/or transfers, the Administration shall consider related experience and credential authorization. Further, the Administration may exclude from consideration an employee who is currently on a Professional Improvement Plan. If all other considerations are substantially equal, seniority shall be the tie-breaker as follows:
- a. In the event of involuntary reassignments and/or transfers, the least senior employee shall be selected; and
 - b. In the event of voluntary transfers, the most senior employee shall be selected.

19.2 Definition of Terms:

19.2.1 Vacancy:

An unfilled certificated position.

19.2.2 Assignment:

The initial placement of an employee in a position in a school site(s) and curricular area(s), and the continuing placement of an employee in that position from semester- to-semester and/or year-to-year.

19.2.3 Reassignment:

The subsequent placement of a certificated employee in a position within the same school differing from the employee's existing position.

19.2.4 Transfer:

Relocation (school-to-school) of a certificated employee.

19.2.5 Day:

Any day in which the District Office is open for business.

19.2.6 Position:

A "position" is the regular teaching assignment of the certificated employee and does not include any responsibilities for which extra duty compensation is provided (i.e., Lead Teachers, Coaches, etc.).

19.2.7 Staffing Pattern:

At the elementary level (K-5), the number of teachers to be assigned to each grade level; at the middle school level (6-8), the number of teachers at each grade level and each major subject area; at the high school level (9-12), the number of teachers at each grade level and each major subject area.

19.2.8 Posting:

A notice is posted when it is emailed to all unit members.

19.3 Assignment:

19.3.1 Opening Listing:

A list of all known vacant positions for the succeeding school year for certificated personnel shall be maintained in the Human Resources Department. This list shall be kept current as openings become known. The list shall also be available to employees upon request. As vacancies occur, they shall be posted ~~in a conspicuous place in each school building, and on the DUSD website,~~ with deadline dates for making application. The deadline dates shall not be less than five (5) ~~working~~ days after the date of posting. No assignment shall be filled or committed until after the close date. ~~Copies of all postings shall be sent to the President of the Dublin Teachers Association, either in person, via email or by certified mail.~~ Improper postings must be brought to the attention of the Assistant Superintendent/Human Resources prior to the closing date as shown on the posting. If a position has been improperly posted, it shall be re-posted.

19.3.2 Employees in the District with appropriate experience and qualifications who express an interest, in writing, shall be given preference in filling a vacancy. Employees seeking a voluntary change in assignment shall go through the normal interview and selection process ~~The employee shall have the right to receive written information, upon request, why he/she was not selected for a position. A transfer request shall not be denied arbitrarily or capriciously. A unit member may request the written rationale for his/her not receiving the reassignment. This shall be provided to the unit member within five (5) days of receipt of the request by the District.~~

19.3.3 New employees shall receive a clear statement of their assignment to grade level or subject area and site school.

~~19.3.4 Each continuing employee shall be given notice of grade level class and/or subject assignment(s), building assignment(s), and room assignment(s) for the forthcoming year, not later than June 1 ten (10) days prior to the end of the school year, whenever possible. Placement shall not be made after this date except by mutual Agreement agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes. The building site principal shall discuss and provide in writing (digital or hard copy) on or before June 1 the last staff meeting in May the tentative preliminary staffing patterns for the ensuing school year with the staff. A written copy of the aforementioned staffing pattern shall be part of the agenda distributed to all staff.~~

19.3.5. Site principals shall commence discussions about preliminary staffing patterns for the ensuing school year with staff in April.

19.3.6 Each continuing employee shall be given notice of grade level or subject assignment(s), and room assignment(s) for the forthcoming year, not later than ten (10) days prior to the end of the school year, whenever possible. This shall be provided to staff in writing (digital or hard copy)

- a. Once issued, placement shall not be modified except by mutual agreement or upon good cause. "Good cause" by way of illustration and not limitation includes resignations, changes in enrollment and program changes.
- b. The site principal shall provide tentative staffing patterns for the ensuing school year to unit members in writing (digital or hard copy) not later than thirty (30) calendar days prior to the end of the school year.

19.4 Reassignment:

19.4.1 The District Administration is to conduct an annual survey of the staff to determine preference, in the order of priority, of each person's teaching position and school location.

~~19.4.2 Each continuing employee shall be given notice of grade level class and/or subject assignment(s), building assignment(s), and room assignment(s) for the forthcoming year, not later than June 1 ten (10) days prior to the end of the school year, whenever possible. Placement shall not be made after this date except by mutual Agreement agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes. The site building principal shall discuss and provide in writing (digital or hard copy) on or before June 1 the last staff meeting in May the tentative preliminary staffing patterns for the ensuing school year, with the staff. A written copy of the aforementioned staffing pattern shall be part of the agenda distributed to all staff.~~

19.4.23 When the allocations of periods of teaching in each department have been determined, the Principal will direct each Lead Teacher to work with the curricular area personnel to make a proposed schedule for the next semester. (Applies to Grades 6-12.)

19.4.34 When the proposed master schedule results in the reassignment of a teacherunit member from one department to another, or one grade level to another, the Principal shall meet with the teacherunit member being reassigned tofor provideing the rationalereasons for the reassignment and to giveing the teacherunit member an opportunity to suggest possible alternatives for the Principal's consideration.

19.4.45 An employee-initiated request for reassignment shall be evaluated by the District using the following criteria: program needs including school and student needs, appropriate credential, academic preparation including major and minor, and pupil and teacher welfare. If all other considerations are substantially equal, seniority shall be the tie-breaker.

19.5 Voluntary Transfers:

- ~~19.5.1 Each continuing employee shall be given notice of grade level class and/or subject assignment(s), building assignment(s), and room assignment(s) for the forthcoming year, not later than June 1 ten (10) days prior to the end of the school year, whenever possible. Placement shall not be made after this date except by mutual Agreement ~~agreement~~ or upon good cause. “Good cause” shall include, but not be limited to, resignations, changes in enrollment, and program changes. The building site Principal shall discuss and provide in writing (digital or hard copy) on or before June 1 by the last staff meeting in May the tentative preliminary staffing patterns for the ensuing school year with staff. A written copy of the aforementioned staffing pattern shall be part of the agenda distributed to all staff.~~
- 19.5.21 Vacancies for the following school year shall be posted ~~in a conspicuous place in each school, and on the DUSD website,~~ at least five (5) ~~working~~ days prior to the position being closed.
- 19.5.32 Employees who make a voluntary request for a change in grade and/or subject assignment or who desire to transfer to another ~~building site~~, shall file a written statement of such desire with the Assistant Superintendent of Human Resources- or designee no later than ~~March 30~~April 15. Such statement shall include the grade and/or the subject to which the employee desires to be transferred, in order of preference. The Assistant Superintendent or designee shall inform the ~~Principals~~principals of employees who have requested transfer to their school site. Principals shall give preference to District employees in filling any vacancies. Whenever a ~~Principal~~principal is considering an employee for transfer into the ~~buildingsite~~, the employee shall go through the regular interviewing process.
- 19.5.43 If a ~~unit member employee~~ has followed the above procedure in requesting a transfer to a particular vacancy and that request is denied, he/she shall be given, upon request, the ~~reasons in written~~ ing rationale for the transfer denial. Additionally, the employee shall be granted a meeting, upon request, with the administrator to discuss the transfer denial. The employee shall be entitled to have an Association representative at this meeting.
- 19.5.54 A request for transfer shall be considered active for the year for which the transfer is requested unless withdrawn by the applicant.
- 19.5.65 The applicant’s current position shall not be posted as a vacancy until he/she formally accepts the transfer.
- ~~19.5.76 A transfer request shall not be denied arbitrarily or, capriciously. A unit member may request the written rationale for his/her not receiving the reassignment. This shall be provided to the unit member within five (5) days of receipt of the request by the District.~~
- ~~19.5.7. Prior to posting or filling a vacancy created by the opening of a new school, the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to agree on a process by February prior to the school opening, the filling of the vacancies shall be governed by the existing terms of this Article.~~

19.6 Involuntary Transfers:

- 19.6.1 Employees who must be transferred or reassigned due to school closure, program cuts, declining enrollment and/or changes in enrollment, shall have the right of first consideration for all vacancies for which they are qualified and credentialed. Where a transfer results from the closing of all or part of a school, the District will attempt to place the employee in a comparable assignment, providing there is a vacancy.
- 19.6.2 Employees being transferred shall have, at their choice, the right to meet with the administrators involved in the denial of their request. ~~If an employee desires, a representative of the Association shall be present at this meeting.~~ A unit member may request the written rationale for his/her transfer. This shall be provided to the unit member within five (5) days of receipt of the request by the District.
- 19.6.3 Should involuntary transfer for any of the above reasons become necessary, a form letter, if requested by the employee, shall be placed in the employee's personnel file stating the reason for the transfer, and that in no way is the transfer intended to suggest or imply that the individual's service to the District has been other than satisfactory. A signed copy of the form letter shall be given to the employee.
- 19.6.4 Any classroom teacher given an involuntary transfer to another school shall not again be given a similar transfer for a minimum of two (2) years without the consent of the teacher except in cases of school closure.
- 19.6.5 Involuntary transfer shall not be for disciplinary or punitive reasons.
- 19.6.6 Employees shall not be transferred to positions for which they are not credentialed.
- 19.6.7 If a teacher is transferred more than two (2) grade levels, the teacher may request and be granted Two Hundred Dollars (\$200) to be used to purchase educational materials to be used in the classroom. These purchases must have prior approval by the site administrator.

19.7 Administrative Transfers:

- 19.7.1 All Administrative Transfers shall be based upon the best interest of the District/school/worksite as determined by the Assistant Superintendent of Human Resources or designee and shall not be for disciplinary or punitive reasons.
- 19.7.2 A ~~teacher~~unit member who receives notice of an administrative transfer shall, upon request, be provided with an opportunity to meet with the Assistant Superintendent of Human Resources or designee within five (5) days of the request and prior to the transfer taking place and to be advised of the ~~written rationale reasons~~ for the transfer. A unit member may request the written rationale for his/her administrative transfer. This shall be provided to the unit member within five (5) days of receipt of the request by the District. ~~Upon the teacher's request, these reasons shall be reduced to writing and t~~The teacher~~unit member~~ shall be given the opportunity to have ~~the a~~ written response attached to the written rationale ~~se reasons~~ prior to their placement in the ~~teacher~~unit member's personnel file.

19.7.3 Employees shall not be transferred to positions for which they are not credentialed.

19.7.4 If a teacher is transferred more than two (2) grade levels, the teacher may request and be granted Two Hundred Dollars (\$200) to be used to purchase educational materials to be used in the classroom. These purchases must have prior approval by the site administrator.

19.8 Posting Vacancies for Stipends and Hourly Positions:

~~19.8.1~~—All new or vacant stipends and hourly positions shall be posted, except for positions resulting from grants, in which case the author or co-authors shall be entitled to those positions. Exception: the District shall not be required to post hourly positions when it receives two (2) weeks' or less notice of the need for the work, in which case the District shall notify the Association President in writing of the exception.

19.9 Summer School Assignments:

19.9.1 Provided they apply in accordance with 19.9.2 below, bargaining unit members with appropriate credentials and qualifications, whose applications have been received by the Human Resources Department within the deadline of the posting, shall receive summer school assignments before non-bargaining unit members are placed in a position.

19.9.2 The District shall post summer school vacancies ~~in a conspicuous place at each school site~~ with deadline dates for making application. The deadline dates shall not be less than five (5) ~~working~~ days after the date of posting.

19.9.3 If more than one (1) bargaining unit member applies for a summer school position, selection shall be made pursuant to Section 19.1.5 above.

19.10 Classroom Moves

19.10.1 This section (19.10) applies ~~only to the following any~~ ***District-initiated*** ~~or site administrator-initiated~~ classroom moves:;

- ~~• the opening of a new school;~~
- ~~• the closing of a school;~~
- ~~• remodeling or new construction at a school;~~
- ~~• a major capital improvement at a school.~~

19.10.2 Compensation shall be:

- a. ~~For the opening of a school or the closing of a school, or remodeling or new construction at the site,~~ if a teacher is either required to move from one classroom to another or is required to pack up a classroom to clear the space;

- b. An affected classroom teacher will be entitled to receive pay for up to a maximum of six (6) hours to pack and up to a maximum of twelve (12) hours to unpack.

19.10.3 Timecard is required:

- a. A timecard must be submitted to record hours and to document hours worked.
- b. Pay shall be at the certificated hourly rate.

Article 27. Term

27.1 Term:

The term of this Agreement shall be from the date of ratification through June 30, ~~2018~~ 2021.

27.2 Reopeners:

27.2.1 For the ~~2015-2016~~ 2018/2019 school year, there shall be no reopeners.

27.2.2 For the ~~2016-2017~~ 2019/2020 school year, and for the ~~2017-2018~~ 2020/2021 school year, reopeners shall be:

- a. Adjustments to compensation; and-
- b. Either party may reopen on up to two (2) articles or topics of bargaining; and-
- c. Any article or topic of bargaining upon mutual consent.
- ~~d. Committee recommendations concerning stipends (Appendix L).~~

~~27.2.3 For the 2017-2018 school year, reopeners shall be:~~

- ~~a. Adjustments to compensation.~~
- ~~b. Either party may reopen on up to two (2) articles or topics of bargaining.~~
- ~~c. Any article or topic of bargaining upon mutual consent.~~