

December 10, 2018
Time: _____
November 1, 2018

Counter Proposal
PROPOSAL
from the
DUBLIN TEACHERS ASSOCIATION
~~DUBLIN UNIFIED SCHOOL DISTRICT~~
to the
DUBLIN UNIFIED SCHOOL DISTRICT
~~DUBLIN TEACHERS ASSOCIATION~~

The Dublin Unified School District (“District”) and the Dublin Teachers Association (“DTA” or “Association”) are bargaining for a successor collective bargaining agreement to replace the collective bargaining agreement that expired on June 30, 2018.

The District makes this Two-Option Package Proposal to either finally resolve all bargaining for the 2018/2019 school year, or to finally resolve all bargaining for the 2018/2019 and 2019/2020 school years. If Option Two is not accepted, it is withdrawn.

OPTION ONE: A ONE-YEAR AGREEMENT
(2018/2019)

~~Option One finally resolves all bargaining for the 2018/2019 school year.~~

1. Effective July 1, 2018,
 - a. ~~The certificated salary schedule shall first be improved by *two percent (2%)*.~~
 - b. ~~Thereafter, cell D24 shall be increased by *one half of a percent (0.5%)*.~~
 - a. **DTA12-10: The certificated salary schedule shall first be improved by *1.5 percent*.**
 - b. **DTA12-10: Then the certificated salary schedule shall be improved by *3.0 percent*.**
 - c. **Thereafter, cell D24 shall be increased by *one half of a 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 *three percent (3%)* of his/her placement on the certificated salary schedule for the 2018/2019 school year.~~
 2. **DTA12-10: 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 *3.5 percent* of his/her placement on the certificated salary schedule for the 2018/2019 school year.**
3. **DTA12-10: All non-athletics stipends will be converted to a % of the salary schedule, as seen in Appendix M.**

******* DTA12-10: Re-propose DTA SAFETY LANGUAGE FROM 5.20.18**

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 \$6.00 DTA12-10: \$6.50 per day for each student greater than 24 per trimester.	Staff at 25. At 26 and above, the unit member shall receive \$6.00 DTA12-10: \$6.50 per day for each student greater than 25 per trimester.	Staff at 26. At 27 and above, the unit member shall receive \$6.00 DTA 12-10: \$6.50 per day for each student greater than 26 per trimester.	Staff at 28. At 29 and above, the unit member shall receive \$6.00 DTA12-10: \$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.
- **DTA12-10: Will be prorated for prep-teachers, at \$1.00 per day per student over as grade-level maximums stated above.**

This Side Letter shall be effective for the 2018/2019, 2019/2020 ~~and 2020/2021~~ school years. **DTA12-10: Mandatory re-negotiate in 20/21.** ~~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~~ **DTA12-10: the dollar amount described below** shall be retroactive **to the first day of instruction**.
 - a. **DTA12-10: The dollar amount per day per student shall be calculated according to the formula: Step 1A / 180 days / 165 students (which is about \$2.00 for 2018).**

5. **DTA12-10: For a secondary PE teachers grades 9-12, their maximum shall be 250 student contacts per day, and will receive the dollar amount per day per student equal to: Step 1A / 180 days / 250 students.**
6. **DTA12-10: For a secondary PE teachers grades 6-8, their maximum shall be 200 student contacts per day, and will receive the dollar amount per day per student equal to: Step 1A / 180 days / 200 students.**
7. **DTA12-10: At the end of each grading period (quarter), teachers shall receive compensation for overage on the pay warrant immediately following the end of the grading period.**

This Side Letter shall be effective for the 2018/2019, 2019/2020 ~~and 2020/2021~~ school years.
DTA12-10: Mandatory re-negotiate in 20/21. ~~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: _____

ARTICLE 16: EVALUATION PROCEDURE

- 16.1 All first and second year temporary and probationary unit members shall be formally evaluated according to the timeline 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 ~~reduced~~ **DTA 12-10: put into** 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 ~~five (5) work days~~ **DTA12-10: three (3) work days of the observation unless an alternate date is agreed to. DTA12-10: 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. 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 evaluatee requiring a Professional Improvement Plan shall have received notice according to the timeline 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 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 Timeline for evaluations shall be as follows:

Evaluation Timeline for Temporary and Probationary 1 Unit Members		
1.	By October 15	Planning Conference Document Completed.
2.	By March 15	<u>Final</u> Evaluation completed based on a minimum of two (2) observations.
Evaluation Timeline for Probationary 2 Unit Members		
1.	By October 15	Planning Conference Document Completed.
2.	By December 1	Professional Improvement Plan (PIP) for any unit member needing improvement.
3.	By March 15	Final evaluation completed for unit members based on a minimum of two (2) observations.
Evaluation Timeline for Permanent Unit Member on a Two-Year Cycle		
1.	By October 15	Planning Conference Document Completed.
	DTA12-10: By December 1	Professional Improvement Plan (PIP) for any unit member needing improvement.
2.	By April 30	Final Evaluation 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 conference and completed Planning Document.

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

16.11.3 Final 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~~ **DTA12-10: “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. **DTA12-10: DUSD is to find ed code citation # for this language & list it here.**
- c. A unit member who is in the ~~every~~ five (5) **DTA12-10: 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.

**DUBLIN UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL EVALUATION
 PLANNING CONFERENCE**

Evaluatee:	Position:	School Site:
Evaluator:	Position:	School Year:
Focus Standards from the CA Standards for the Teaching Profession (at least 2):		

Status: Temporary [] Probationary [] Permanent []

Peer Assistance and Review (PAR) Program [] Yes [] No

Rating: EM=Emerging EX=Exploring A=Applying INT=Integrating
 INV=Innovating
 A full description of the rating scale can be viewed at [DTA 12-10:
<https://www.ctc.ca.gov/docs>](https://www.ctc.ca.gov/docs)

STANDARD I - Engaging and Supporting All Students in Learning	PLANS FOR GROWTH	EVIDENCED BY
1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources and technologies to meet students’ diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving and reflection 1.6 Monitoring student learning and adjusting instruction while teaching		

STANDARD II - Creating and Maintaining Effective Environments for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p>		

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<p>3.1 Demonstrating knowledge of subject matter academic content standards</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p>		

<p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>		
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<p>STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students</p>	<p>PLANS FOR GROWTH</p>	<p>EVIDENCED BY</p>
<p>4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>		

<p>STANDARD V - Assessing Student Learning</p>	<p>PLANS FOR GROWTH</p>	<p>EVIDENCED BY</p>
<p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform Instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p>		

<p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>		
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STANDARD VI - Developing as a Professional Educator	PLANS FOR GROWTH	EVIDENCED BY
<p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>		

Evaluatee Signature: _____ Date: _____
Signature: _____ Date: _____

Evaluator

OBSERVATION FORM

P
age of

Teacher:	Observation Date:	Observation Time:	Period:
Formal Observation []	Observation #	Scheduled []	Unscheduled []
Standards Addressed:			

OBSERVATION DATA:

COMMENDATIONS / QUESTIONS / RECOMMENDATIONS

Teacher’s signature does not necessarily indicate agreement with the contents, but only that they are recorded with Teacher’s full knowledge.

Evaluatee Signature: _____ Date: _____
Signature: _____ Date: _____

Evaluator

**DUBLIN UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION**

Evaluatee:	Position:	School Site:
Evaluator:	Position:	School Year:

Status: Temporary [] Probationary [] Permanent []

Peer Assistance and Review (PAR) Program [] Yes [] No

Rating: EM=Emerging EX=Exploring A=Applying INT=Integrating
 INV=Innovating

A full description of the rating scale can be viewed at <https://www.ctc.ca.gov/docs>

STANDARD I - Engaging and Supporting All Students in Learning	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>1.1 Using knowledge of students to engage them in learning</p> <p>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences and interests</p> <p>1.3 Connecting subject matter to meaningful, real-life contexts</p> <p>1.4 Using a variety of instructional strategies, resources and technologies to meet students’ diverse learning needs</p> <p>1.5 Promoting critical thinking through inquiry, problem solving and reflection</p> <p>1.6 Monitoring student learning and adjusting instruction while teaching</p>		

STANDARD II - Creating and Maintaining Effective Environments for Student Learning	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p>		

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>3.1 Demonstrating knowledge of subject matter academic content standards</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p>		

<p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>		
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STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>		

STANDARD V - Assessing Student Learning	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform Instruction</p> <p>5.3 Reviewing data, both individually and with</p>		

<p>colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>		
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STANDARD VI - Developing as a Professional Educator	Rating	COMMENDATIONS / RECOMMENDATION EVIDENCE
<p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>		

Summary Comments/Evaluator

Overall Evaluation Rating

Distinguished Proficient Needs Improvement Unsatisfactory

Next Evaluation Cycle:

Biannual Annual Five Year Other

Additional Pages May Be Used

Teacher's signature does not necessarily indicate agreement with the contents, but only that they are recorded with Teacher's full knowledge.

The evaluatee may write a response to the evaluation within ten (10) days of the date the report is signed by the evaluator. The response will be attached to the evaluation.

Evaluatee Signature: _____ Date: _____ Evaluator
Signature: _____ Date: _____

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 by **DTA12-10: to** the site administrator or designee pursuant to site procedures communicated to all unit members. The expectation is that staff are present during their on-site preparation period absent **DTA12-10: curricular needs or** extenuating circumstances.

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~~ **DTA12-10: any Tuesday of each month DTA12-10: before 6 pm without prior approval from DTA leadership** (these are reserved for official Association meetings).

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 ****DTA12-10: must** 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. **DTA12-10: Any FTE in excess of 1.0 must be approved by DTA leadership.** 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 DTA12-10: Prior to first day of instruction, all sites will work collaboratively to develop a site-based emergency sub-coverage plan, which will be signed by site DTA leadership & admin

7.15.3 DTA12-10: Site-based emergency plans will include admin, coaches, counselors, etc. They will not include Special Ed teachers, as they have a legal mandate to provide services. Site plans will include elementary prep teachers only as a last resort, as they have contractual obligations to provide preps.

7.15.2 DTA12-10

7.15.4 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.
- 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. **DTA12-10: In the event that no coverage is found and a class is absorbed by a teacher with their regular class, that teacher shall be paid at the prevailing certificated hourly rate.**

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 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. ~~Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified,~~ 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 unit member, shall meet with the unit member for the purpose of providing the ~~educationally valid~~ reasons for the number of preparations and/or reassignment and/or transfer in writing within five (5) business days of receipt of request ~~48 hours~~. ~~The shall have the right to representation by the Association.~~
- 19.1.3 An involuntary change in schedule, grade level and/or subject assignment shall not be subject to the grievance procedure with the exception of procedural matters.
- 19.1.4 A unit 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 unit 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. ~~A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same worksite.~~

19.2.4 Transfer:

Relocation (school-to-school) of a certificated employee. ~~A transfer is the movement of a unit member from one work location to another work location, or from one program to another program such as year-round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area as long as the move involves changing worksites.~~

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 **DTA12-10: to all unit members.**

19.2.9 DTA12-10 Qualified:

DTA has an interest in collaborating on the definition of “Qualified” with DUSD as it pertains to this topic

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~~ **DTA12-10 would also strike through this text: to unit members and the President of DTA**, 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. 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 **DTA12-10: Internal normal interview and selection process prior to posting for external candidates (if necessary)**. A transfer request shall not be denied arbitrarily or capriciously, ~~or without basis in fact~~. 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) business days of receipt of the request by the District. ~~If any current unit member does not receive the requested reassignment, if requested, the district will provide in writing to that unit member within 48-hours, the educationally valid rationale for his/her not receiving the reassignment.~~

19.3.3 New employees shall receive a clear statement of their assignment to grade level or **subject area and site** school in writing **DTA12-10: in writing (digital or hard copy)**

~~19.3.4 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 May 15 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 or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes. The site principal shall discuss and provide in writing (digital or hard copy) on or before the last staff meeting in May April 1 the preliminary staffing patterns for the ensuing school year with the staff. *DTA12-10 strikes*~~

19.3.4 DTA12-10: In February, the site principal shall start holding discussions about preliminary staffing patterns for the ensuing school year with the staff. The site principal shall provide to staff in writing (digital or hard copy) on or before the last staff meeting in March the preliminary staffing patterns for the ensuing school year. 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 fifteen (15) days prior to the end of the school year, whenever possible. Placement shall not be made after this date except by mutual agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes.

19.3.5 DTA12-10: By May 22, whenever possible, notice shall explain the nature of special challenges, which may be experienced by pupils assigned to the unit member for the forthcoming 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 or subject assignment(s), and room assignment(s) for the forthcoming year, not later than **DTA12-10: fifteen (15) days** prior to the end of the school year, ~~whenever possible~~. Placement shall not be made after this date except by mutual agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes. The site principal shall discuss and provide in writing (digital or hard copy) on or before ~~April 1~~ the last staff meeting in **DTA12-10: March** ~~May~~ the preliminary staffing patterns for the ensuing school year.

- 19.4.3 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.)
- 19.4.4 When the proposed master schedule results in the reassignment of a unit member from one department to another, or one grade level to another, the Principal shall meet with the unit member being reassigned for providing the reasons for the reassignment and giving the unit member an opportunity to suggest possible alternatives for the Principal's consideration.
- 19.4.5 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 or subject assignment(s), and room assignment(s) for the forthcoming year, not later than **DTA12-10: fifteen (15) days** prior to the end of the school year, ~~whenever possible~~. Placement shall not be made after this date except by mutual agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment, and program changes. The site Principal shall discuss and provide in writing (digital or hard copy) on or before by the last staff meeting in **DTA 12-10: March** ~~May~~ the preliminary staffing patterns for the ensuing school year with staff.
- 19.5.2 Vacancies for the following school year shall be posted to all unit members at least five (5) working days prior to the position being closed.
- 19.5.3 Employees who make a voluntary request for a change in grade and/or subject assignment or who desire to transfer to another site, shall file a written statement of such desire with the Assistant Superintendent of Human Resources or designee no later than ~~April 15~~ **DTA12-10: one full week (7 days) after to the last staff meeting in March**. 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 of employees who have requested transfer to their school site. Principals shall give preference to District employees in filling any vacancies. Whenever a principal is considering an employee for transfer into the site, the employee shall go through the regular interview process. ~~an internal interview~~

~~and selection process prior to posting for external candidates (if necessary). If two (2) or more unit members with state required credentials for the position apply for a vacancy, the unit member with the greatest seniority shall receive the transfer.~~

- 19.5.4 If a unit member 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 writing 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.
- 19.5.5 A request for transfer shall be considered active for the year for which the transfer is requested unless withdrawn by the applicant.
- 19.5.6 The applicant's current position shall not be posted as a vacancy until he/she formally accepts the transfer.
- 19.5.7 A transfer request shall not be denied arbitrarily or capriciously. ~~If any current unit member does not receive the requested reassignment, if requested, the district will provide in writing to that unit member within 48-hours, the educationally-valid rationale for his/her not receiving the reassignment.~~ 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) business days of receipt of the request by the District.
- ~~19.5.8 Unit members returning from leave shall be afforded all rights provided under this section.~~
- 19.5.8 DTA12-10: If opening a new school site the following August, an MOU for transfers will be reviewed and agreed to by the last school attendance day in December. Admin shall provide affected staff in writing (digital or hard copy) on or before the last staff meeting in January the preliminary staffing patterns for the affected sites. Should the new site not open in August, similar timelines will be adhered to.**

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 possess the requisite qualifications. 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. A unit member may request the written rationale for his/her transfer. This shall be provided to the unit member within five (5) business days of receipt of the request by the District. ~~If any current unit member is involuntarily transferred, if requested, the district will provide in writing to that unit member within 48-hours, the educationally-valid rationale for his/her transfer.~~
- 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 do not possess the requisite qualification.
- 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/worksites as determined by the Assistant Superintendent of Human Resources or designee and shall not be for disciplinary or punitive reasons.
- 19.7.2 A 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 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) business days of receipt of the request by the District. ~~If any current unit member who is administratively transferred, if requested, the district will provide in writing to that unit member within 48-hours, the educationally-valid~~

~~rationale for the administrative transfer.~~ and the unit member shall be given the opportunity to have the written response attached to these reasons prior to their placement in the unit member's personnel file.

19.7.3 Employees shall not be transferred to positions for which they do not possess the requisite qualifications.

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~~ to unit members 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 to any ***District-initiated*** ~~or site administrator-initiated~~ classroom moves.

19.10.2 Compensation shall be:

- a. 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, 2021.

27.2 Reopeners:

27.2.1 For the 2018/2019 school year, there shall be no reopeners.

27.2.2 For the 2019/2020 school year, and for the 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.