
AGREEMENT

Between



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

And



• UNION SCHOOL DISTRICT •

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


July 1, 2025 through June 30, 2028

Preamble

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

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

For the Association:



Jason Bethurum, President DMCTA

For the District:



Holly McClurg Ph.D, Superintendent

Ratified by the Association
Date: 2/3/25

Approved by the Board of Education
Date: 2/12/25

DMCTA-DMUSD Vision Statement

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

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

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Article 1 - Recognition

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

Article 2 - Definitions

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

- 2.11 “Instructional Hourly Rate” means the mutually negotiated hourly rate for direct student instruction or specialized services, such as ESY.
- 2.12 “Extra Hourly Rate” means the mutually negotiated hourly rate for extra assigned duties, such as curriculum writing task forces and IEP’s.
- 2.13 “Building” means a site or location where a unit member works.
- 2.14 “Seniority” means length of continuous service in the District.
- 2.15 “Immediate family” means the employee’s, the employee’s spouse’s, or the employee’s registered domestic partner’s, mother (stepmother), father (stepfather), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 2.16 “Caseload” means all students for whom a special education unit member (Education Specialist, Speech/Language Pathologist, Adapted Physical Education Specialist, Occupational Therapist, School Psychologist) is responsible for providing special education services and is responsible for drafting, monitoring progress of and reporting on IEP goals.
- 2.17 “Unduplicated” means a count of special education students for whom a specialist is the case manager and is responsible for completing the IEP process.
- 2.18 “Duplicated” means a count of special education students for whom the specialist is responsible solely for the goals/objectives and service for their area of expertise and not for case management.
- 2.19 “Waiver” means an agreed upon and approved change in contract language for one year only. A “Grandfather Clause” to a Waiver means it will be in place for a specified duration of time or until a specified event takes place.
- 2.20 “Co-Teaching” means a general education unit member who is designated by the Student Services Department as a partnership with an Education Specialist to share the responsibilities (e.g. planning, instruction, evaluation) for teaching some or all the students assigned to the classroom.

Article 3 - Association Rights

- 3.1 The Association may use District facilities upon notification. The Association agrees to comply with reasonable District rules and regulations governing use of school facilities. Association representatives conducting organization business shall, upon arriving at a site, report initially to the office of the principal to announce their presence

and purpose. Such visits shall be scheduled only during the employee's duty free lunch period or non-duty hours. The Association shall ensure that the District has a current list of authorized Association representatives.

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

Article 4 - Management Rights

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

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

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

Article 5 - Non-Discrimination

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

Article 6 - Negotiations Procedures

- 6.1 The Association and the District agree that any article of the contract, including salary and benefits (Article 19), may be reopened at any time by mutual agreement.
- 6.2 Article 19 shall be open for negotiation annually unless the parties mutually agree to a multiple year term on salary and benefits.
- 6.3 For articles other than salary and benefits, either party shall have the right to reopen negotiations on up to three (3) articles per year. Such unilateral reopeners shall be initiated during the period of September 1 through April 30.
- 6.4 Meetings shall take place at mutually agreeable times and places, providing that meetings commence within thirty (30) days from receipt of a written request. The District shall provide substitutes as needed/applicable for unit members who attend interest-based bargaining sessions during the duty day for up to six members. For bargaining unit members whose positions do not allow for a substitute, the unit member

will work with their supervisor and DMCTA to determine additional support, as needed. The District team shall consist of up to six members.

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

Article 7 - Savings and Separability

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

Article 8 - Maintenance of Standards and Practices

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

Article 9 - Grievance Procedure

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

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

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

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

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

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

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

The function of the arbitrator shall be:

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

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any terms of this Agreement but shall determine only whether

or not there has been a violation, misinterpretation, or misapplication of the Agreement as alleged by the grievant(s).

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

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

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

- 9.12 Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association. The District shall provide for printing such forms. (*The grievance form is attached to this contract as Appendix I.*)
- 9.13 A unit member may present grievances to the employer and have such grievances adjusted without the intervention of the Association, if the adjustment is consistent with terms and conditions of this written Agreement. After a unit member presents a Level I grievance, the Association shall have the right to be present and state its views at Levels I through IV grievance meetings.
- 9.14 The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Article 10 - Transfers and Assignments

- 10.1 Definitions:
- 10.1.1 A *transfer* is a change of work location between schools or facilities. A transfer can be either voluntary (initiated by the unit member) or involuntary (initiated by administration).
- 10.1.2 A *reassignment* is a change of assignment or grade level at a worksite.
- 10.1.3 A *vacancy* is any job opening within the District directly or indirectly created by a termination, resignation, retirement, or staff addition. Note: A vacancy is NOT an opening that will be filled by the reassignment of a probationary/ permanent member at the site.
- 10.1.4 Length of service in the District commences on the first day of paid probationary service in the District.
- 10.1.5 “End of Year Placement Preference Questionnaire” is a document which advises administration of unit member placement preferences for the following school year. The Questionnaire will be distributed to certificated staff prior to the first vacancy posting.
- 10.2 Notification of Assignment
- 10.2.1 Each unit member shall be given notice of their next year’s assignment no later than the last working day of the school year, unless the Superintendent, or designee, and the DMCTA President mutually agree upon an extension.
- 10.2.2 The District shall notify all unit members of all known vacancies by posting via district email. No vacancy shall be filled until at least three (3) working

days following posting of the notice. The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, the start date, and the date by which the applicant must file the application.

10.2.3 Beginning three weeks before the first certificated staff workday vacancies will be posted for one (1) working day. Beginning three (3) days before the first certificated workday, unanticipated vacancies will be staffed by administration. Any vacancy filled by a temporary certificated employee shall be posted during the following year's initial posting period.

10.3 Priorities for Placement

10.3.1 Placement of current unit members in known vacancies shall be given priority before hiring new staff. Temporary teachers retain their placement rights as defined in Education Code Section 44918.

10.3.2 Priorities for placement of voluntary and involuntary transfers shall be in the following order:

- a. Unit members who are subject to involuntary transfer.
- b. Unit members currently assigned at a site where a vacancy exists.
- c. Unit members assigned to other District sites.

10.3.3 Combination Class

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

10.4 Voluntary Transfer

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

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

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

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

10.5 Involuntary Transfers or Reassignments

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

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

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

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

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

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

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

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

- 10.6 Involuntary Transfer or Reassignment Compensation
- 10.6.1 Unit members who are involuntarily transferred or reassigned within three (3) duty days prior to the first student day of school, or any time after the beginning of the school year, shall receive two (2) release days or a stipend equivalent to two (2) days at their daily rate of pay as compensation for time and effort spent on instructional activities including developing curriculum, lesson planning, and aligning instructional practices to grade-level standards.
- 10.6.2 Unit members who are involuntarily reassigned or subject to classroom relocation will be compensated equivalent to one (1) day at their daily rate of pay prorated based on FTE of the reassignment or relocation as compensation for time and effort spent on instructional activities including developing curriculum, lesson planning, and aligning instructional practices to grade-level standards. Unit members who are involuntarily transferred will be compensated equivalent to two (2) days at their daily rate of pay prorated based on FTE of the reassignment or relocation as compensation for time and effort spent on instructional activities including developing curriculum, lesson planning, and aligning instructional practices to grade-level standards.
- 10.6.3 If an administrator has a need to reassign personnel, and a bargaining unit member volunteers to fulfill the open position it will be treated as an involuntary reassignment.
- 10.6.4 A maximum of three (3) who are on a team that receives an involuntarily transferred or reassigned teacher within three (3) duty days prior to the beginning of the school year, or any time after the beginning of the school year, and who volunteer to assist the new team member shall be provided a stipend equivalent to one (1) day at their daily rate of pay as compensation for time and effort spent on instructional activities including developing curriculum, lesson planning, and aligning instructional practices to grade-level standards with the new team member. The provisions of this section shall also apply to teams that add a new teacher hired from outside the school district within the specified time periods.
- 10.6.5 The provisions outlined in Article 10.6.1-10.6.4 are intended to be applied retroactively since the inception of these articles.
- 10.7 Unit members returning from leave shall be assigned a position in accordance with the provisions of Article 10.
- 10.8 The District agrees to make a good faith effort to limit the number of assignment location changes within a site and involuntary transfers across the district. (“Assignment location change”) is defined as the physical relocation from one room to another.

- 10.9 The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned for any reason.
- 10.10 Notice of Layoff. In the event that the District determines that it is necessary to reduce the number of Occupational Therapist positions due to a lack of work or lack of funds, the reduction in force shall occur in reverse order of seniority. Seniority shall be determined by the first date of paid probationary service in the Occupational Therapist position. For Occupational Therapists sharing the same seniority date, seniority shall be determined by a lottery. Notice shall be given in accordance with Section 45117 of the Education Code, and the District shall notice of layoff to affected Occupational Therapists on or before March 15 for any layoff that will be effective at the end of the school year. This provision does not preclude the District from implementing an emergency layoff due to Section 45117(d) of the Education Code.
- 10.11 Reemployment Rights. An Occupational Therapist who is laid off shall have a priority right to reemployment with the District consistent with the Education Code for a period of thirty-nine (39) months following the effective date of layoff above others except for any Occupational Therapists on the thirty-nine (39) month medical reemployment list. Offers of reemployment shall be made to those on the layoff reemployment list in seniority order. An offer of reemployment may be waived, without prejudice, for up to one school year.

Article 11 - Evaluations

- 11.1 It is recognized that a system of periodic evaluation is essential to assist unit members in developing competency and in realizing their potential. It is further recognized that information gathered through periodic evaluations will enable District decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
- 11.2 Probationary and temporary certificated unit members shall be evaluated each school year. Permanent certificated unit members shall be evaluated every other school year. Probationary Occupational Therapists shall be evaluated in their 3rd and 5th month. Permanent Occupational Therapists shall be evaluated annually. Those certificated unit members receiving a "needs improvement" may be evaluated every year. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for eighteen (18) weeks or longer, such evaluation shall take place during the first year of return to duty.
- 11.2.1 Unit members with permanent status, who meet the qualifying guidelines stated in California Education Code 44664, and who have been employed by the District for at least ten (10) years and have received meets or exceeds standards on all evaluations for the last 10 years, may be evaluated every three (3) years instead of every other year. The three-year evaluation cycle is subject to evaluator and unit member agreement. The unit member or the

evaluator may withdraw consent at any time, and the unit member shall be returned to the evaluation cycle of every other year. Upon receipt of a requires improvement or unsatisfactory evaluation, the unit member will be returned to the annual evaluation cycle.

- 11.3 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.
- 11.4 The certificated unit member being evaluated, and the evaluator shall meet no later than October 15 to discuss objectives and standards to be achieved during the evaluation period.
- 11.5 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and evaluator shall:
 - 11.5.1 Make a good faith effort to resolve the difference themselves.
 - 11.5.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the difference. The third party shall recommend alternatives to the unit member and evaluator.
 - 11.5.3 If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute and to have a written statement attached to the evaluation form.
 - 11.5.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.
- 11.6 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner prescribed in section 11.4 above.
- 11.7 The certificated evaluation process shall include the following activities:
 - 11.7.1 Observations: One (1) mutually planned observation shall be conducted for each evaluation cycle for all permanent unit members and two (2) for probationary and temporary unit members and shall be followed by a conference with written feedback within ten (10) days. Temporary unit members who have been employed by the District for more than three years shall be observed once per year. Any observation in addition to those specified in this article should be beneficial and of value to both evaluator and the unit member being evaluated. Such observations must not be detrimental to the instructional process.

- 11.7.2 A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.
- 11.7.3 The immediate supervisor shall meet with first-year probationary employees no later than the midpoint of the unit member's instructional year. At this meeting, the immediate supervisor shall review the unit member's performance to date and inform the unit member whether any problems were noted that could result in the unit member being non-re-elected. If any such problems are identified, the immediate supervisor shall provide the unit member with written feedback designed to allow the unit member to make the necessary improvements.
- 11.7.4 Unit members receiving a "Needs Improvement" or "Unsatisfactory" recommendation on their End of Year Evaluation Summary, or if any problems persist after feedback and/or support for professional/instructional practice have been provided, the evaluator shall take positive action to develop a performance improvement plan which will assist the unit member in correcting any cited deficiencies. The member will be notified of the purpose of the meeting upon scheduling. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
- 11.7.4.1 Specific recommendations for improvement.
 - 11.7.4.2 Direct assistance to implement such recommendations.
 - 11.7.4.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements (i.e. a peer coach).
- 11.7.5 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation.
- 11.8 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- 11.9 A final evaluation conference between the unit member and evaluator shall be held no later than twenty (20) days prior to the end of the unit member work year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only

ratings of “satisfactory,” “needs improvement,” and “unsatisfactory” and shall be provided to the unit member ten (10) days prior to the end of the school year.

11.10 Unit members shall not be required to participate in the evaluation of other unit members.

11.11 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the unit member being evaluated. This data will verify the accomplishment of performance objectives. The following are options:

- Structured observations (announced and unannounced)
- Evaluation by other administrators
- Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)
- Other documentation provided by the unit member
- Other evaluation techniques generally accepted by the profession

11.12 The performance objectives established at the initial conference may be revised upon the request of the unit member with the agreement of the evaluator. Some of the factors, which might lead to requests for revision of performance objectives, are:

- Change in the composition of the class
- Class reorganization
- Evidence that objectives are not suitable for the class
- Exceptionally poor student attendance patterns
- Inadequate instructional facilities, equipment, supplies or materials
- Significant change in class size
- A disproportionate number of students with significant needs
- Prolonged unit member absence

11.13 The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:

11.13.1 The personal life or lifestyle of a unit member, his/her personal opinions, and scholarly, literary, or artistic endeavors

11.13.2 Information obtained from devices used for communications and monitoring safety conditions. Such information shall also not be used for discipline or discharge of the unit member.

11.14 Association representative(s) may be present at meetings described in this Article.

11.15 A committee composed of two (2) representatives appointed by the Association and two (2) representatives appointed by the District shall develop the evaluation documents necessary to implement this Article which shall become part of this

Agreement. (The certificated evaluation forms are attached to this contract as Appendices 2-3. The Occupational Therapist evaluation form is attached to this contract as Appendix 4)

Article 12 - Personnel File

- 12.1 There shall be a single personnel file for each unit member. Personnel files shall be kept online.
- 12.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, authorized District personnel or by court order. Records shall be maintained with the personnel file indicating purpose, date, and identification of person(s) to whom the file was released.
- 12.3 Materials in the personnel file of a unit member shall be made available for inspection by the unit member with prior notification. Unit members shall have the right to inspect and obtain a copy of their personnel file materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
- 12.4 "Summary of Conference" is strictly a summary of a conversation which takes place between administration and a unit member. If an administrator determines the conversation will be documented with a "Summary of Conference," a unit member will be notified at that time.
- 12.5 Information of a derogatory/disciplinary nature shall not be entered or filed unless and until the unit member is given an opportunity to review and comment thereon. A unit member may attach a response to that document.
- 12.5.1 If the unit member alleges that the material is false and/or unsubstantiated, he/she shall meet informally with the individual attempting to enter the alleged derogatory/disciplinary statement to attempt to resolve the disagreement.
- 12.5.2 Failing to reach a mutual resolution, the unit member may request a review committee composed of two representatives selected by the bargaining unit and two management unit members to resolve the dispute about the validity of the material. This committee shall convene within thirty (30) working days of a written request by the unit member.
- 12.5.3 In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal action against the unit member or used by the District in any grievance filed by the unit member.

- 12.6 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. The unit member must receive a copy of the material within ten (10) days of the date the document was prepared. Documents in the personnel file shall be added in a timely fashion and in no circumstances shall material be added that has not been discussed with the unit member within three (3) months of the event. No administrator shall introduce derogatory/disciplinary evidence from a unit member's personnel file relating to non-instructional matters that occurred more than four years prior. (Education Code Section 44944)
- 12.7 Derogatory/disciplinary material remaining in a unit member's file for a period of three (3) years shall be removed from the file at the unit member's written request.
- 12.8 Anonymous materials shall not be placed in the personnel file.

Article 13- Professional Responsibilities/Hours of Employment/Duty

13.1 Professional Responsibilities

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

- Two night events per year:
 - General Education Teachers and Education Specialists attend Back to School Night & Open House.
 - Itinerant STEAM+ Teachers will attend both assigned site's STEAM+ Nights.
 - Non-itinerant STEAM+ Teachers will attend their site STEAM+ night and one other night as determined by the unit member and supervisor.
 - Other unit members not identified above will attend up to two night events (relevant to their position) as determined by the unit member and supervisor.
 - All unit members who choose to attend more than two night events will be paid the non-instructional extra hourly rate with supervisor approval.
- Class placement process
- Duty supervision
- STEAM+ Specialist collaboration
- 504 meetings for a student in the bargaining unit member's class
- Grade level team collaboration
- Grade student work
- IEP meetings for a student in the bargaining unit member's class
- Maintain web page
- Parent communication
- Parent/Teacher Conferences

- Participate in one school site committee per Article 13, section 13.5.1 of this agreement
- Prepare report cards
- Room Parent/volunteer collaboration
- Specialist collaboration (Education Specialist, OT, APE, SLP)
- SST meetings for a student in the unit member's class
- Staff meetings per contract
- Wednesday district/site meetings
- 6th Grade Camp

13.2 Workday:

- 13.2.1 A certificated unit member's workday shall be seven (7) hours, which includes a duty-free lunch of at least forty-five (45) consecutive minutes. An Occupational Therapist's workday shall be eight (8) hours, which does not include an additional duty free lunch of (30) consecutive minutes. Rainy day/minimum day lunch shall consist of at least thirty (30) consecutive minutes of duty-free obligations. Unit members may leave campus during their duty-free lunch.
- 13.2.2 Daily hours of employment for unit members shall begin at 7:45 a.m. and end at 2:45 p.m. unless released earlier by their supervisor. Occupational Therapist daily hours will be from 7:15 a.m. – 3:45 p.m. unless released earlier by their supervisor. Association officers and staff site representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.
- 13.2.3 The length and number of student recesses shall be mutually determined by the staff and the principal at each site with the final approval of the bargaining unit and the District Superintendent.
- 13.2.4 The length of the instructional day shall be mutually determined by the bargaining unit and the District Superintendent.
- 13.2.5 Unit members shall be excused from school at the end of the instructional day on any regular school day preceding a Board approved holiday after meeting any scheduled duty responsibility.
- 13.2.6 Staff meetings shall be held on no more than two Tuesdays per month. Staff meetings shall not extend more than forty-five (45) minutes past the end of the regular duty day. Staff meetings shall be planned by site principal based on site specific needs. Site principals shall allow for time in the meeting schedule for DMCTA updates as communicated by the site DMCTA representative (Reference Article 3.3). The District agrees not to schedule any District in-service on Tuesdays after the regular instructional day has

been concluded.

- 13.2.7 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the District will implement a modified student instructional schedule on Wednesdays during the school year. The modified schedule will provide for Professional Development/Collaborative Learning Wednesdays (CLW) work from 12:45 p.m. until 2:45 p.m. on the first and third Wednesdays of each month.

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

- 13.2.7.1 The school site principal and staff may develop opportunities for additional collaboration time as needed utilizing ideas such as, but not limited to, a cross-grade level buddy system, assemblies, and substitute release time.

- 13.2.7.2 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the second, fourth, and fifth Wednesdays of each calendar month, the certificated unit member's duty day ends at 12:45.

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

- 13.2.7.4 Student Services unit members and STEAM+ specialist job-related meetings may be scheduled on the first and third Wednesdays of each month as needed. Representatives from the District and DMCTA will meet prior to October 1st to create a tentative calendar of meeting dates for job-a-like, CLW, and Department meetings. The District will communicate to the Association any changes that need to be made to the calendar.

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

13.3 Planning Time

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

13.4 Parent-Teacher Conference/IEP, SST, 504 Meetings

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

13.4.2 Unit members shall have appropriate prior notice for all IEP, IEP Related, SST and 504 meetings in which they are involved. Attendance for unit members at an IEP, IEP Related, SST or 504 meeting shall not extend more than one hour beyond the duty day and shall not be regularly scheduled.

13.4.3 Certificated unit members who agree to attend IEP, IEP Related, SST, or 504 meetings that extend more than one (1) hour beyond the duty day shall be compensated at the District non-instructional extra hourly rate. Occupational Therapists shall receive an overtime rate of their daily rate paid at time and a half for work beyond their 40 hour work week.

13.5 Adjunct Duties

13.5.1 Unit members will be required to serve on no more than one adjunct committee per year. Adjunct committee obligations may require work beyond the normal workday, not to exceed five (5) hours per school year. Adjunct Committee obligations for certificated staff requiring additional work beyond five (5) hours per school year will be compensated at the District non-instructional extra hourly rate of pay.

13.5.2 Administrators will make a good faith effort to assign adjunct duty in a manner that is equitable to staff members and will be mindful of other District commitments.

13.5.3 Unit members shall be required to perform no more than the equivalent of seventy-five (75) minutes of recess, before and after school supervision duties per school week. A good faith effort will be made to consider the impact on itinerant staff when assigning duties.

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

- Adapted Physical Education Teacher
- School Psychologist
- Education Specialist Teacher

- Speech/Language Pathologist
- Occupational Therapist

13.5.3.2 Unit members who do not host parent teacher conferences may be inserted into the duty schedule during conference weeks to help alleviate the duty load for general education teachers. Site administrators will oversee the assignment of this duty.

13.5.4 Unit members may volunteer to serve on District level committees. Certificated unit members who serve on District level committees outside of the workday will be compensated at the District non-instructional extra hourly rate or receive a stipend. Occupational Therapists shall receive an overtime rate of their daily rate paid at time and a half for work beyond their 40 hour work week.

13.5.5 With prior administrative approval, certificated unit members who participate in activities beyond the workday will be compensated at the appropriate district hourly rate or receive a stipend. Occupational Therapists shall receive an overtime rate of their daily rate paid at time and a half for work beyond their 40 hour work week. Such activities may include sixth grade camp and field trips.

13.5.5.1 Certificated unit members assigned to attend and supervise sixth grade camp shall receive a stipend of \$300 per overnight stay.

13.6 Work Year

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

13.6.1 School Psychologists shall be provided the opportunity to work up to thirty-five hours per school year as Administrative Designee in IEP meetings. To off-set hours spent serving as Administrative Designee, the School

Psychologist can be compensated for up to thirty-five additional hours per year. The make-up hours will be completed on District property outside of the unit member's regular hours of employment as mutually agreed upon with the unit member's supervisor. The maximum annual stipend shall be \$5,000 and will be prorated hourly.

Article 14 - Safety Conditions of Employment

- 14.1 Unit members shall not be required to work under hazardous conditions or to perform tasks that may endanger their health or safety. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act (CAL/OSHA).
- 14.2 Unit members have a responsibility to advise the District immediately of any condition, which a responsible person would consider unsafe. The District has a responsibility to respond and remedy in a timely manner.
- 14.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical contact reasonably necessary to ensure safety of unit members, other staff members, and students. Under such circumstances, an employee must exercise reasonable judgment and must act and react in a prudent manner.
- 14.4 Unit members shall immediately report cases of assault, injury, or threatening behavior suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately investigate and take appropriate action, which may include a report of the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The principal will consult with the offended unit member to address the unit member's concerns during the investigative process. The Superintendent/principal shall comply with any reasonable, legal request from the unit member for information in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, police and courts.
- 14.5 The District shall compensate unit members for work related medical and property loss due to assault, accident, vandalism, or theft.
- 14.5.1 The District shall reimburse unit members up to \$1,000 for the repair or replacement of work-related personal property not covered by the member's own personal insurance.
- 14.6 The District shall provide support, which may include counseling, legal, and other assistance as appropriate, to unit members who may be assaulted while in performance of their duties.

- 14.7 The District shall take appropriate action against a student if a unit member's person or property is injured or damaged by the willful misconduct of the student that occurs during the course and scope of employment.
- 14.8 The District shall inform and train unit members in safety procedures. The District will make available general safety procedures, emergency plans and procedures, self-protection, sexual harassment, and crisis management.

Article 15 – Leaves

- 15.1 Personal Illness and Injury Leave
- 15.1.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first day of each year. Sick leave may be used by the unit member for personal illness or injury. Sick leave that is not used shall accumulate from year to year without limit.
- 15.1.2 Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 15.1.3 The District shall provide each unit member with an accounting of the number of hours of sick leave he/she has accumulated, plus the number of hours to which the unit member is entitled for the current school year on their monthly paystubs.
- 15.1.4 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would be paid a substitute, or fifty (50) percent pay, whichever is greater.
- 15.1.4.1 Occupational Therapists shall receive 100 days of extended illness leave per school year, including the annual sick leave entitlement, and shall receive fifty (50%) percent pay, upon exhaustion of all accumulated leave options. (Education Code 45196)
- 15.1.5 Unit members may use accumulated sick leave as set forth in this Article for disabilities caused by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave including the date that the leave is to begin and the date that the duties are to be resumed shall be

determined by the unit member's physician, who shall provide the District with written confirmation of disability.

15.1.6 If a unit member is absent for a half-day (1/2), one-half (1/2) day of sick leave will be deducted.

15.1.6.1 If an Occupational Therapist is absent for any period of time, in increments of fifteen (15) minutes, that amount of leave will be deducted.

15.2 Personal Necessity Leave

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

15.2.1.1 Accumulative leave which is credited under sick leave in this Agreement may be used, at the Occupational Therapists election, for the purpose of personal necessity provided that use of personal necessity leave does not exceed seven (7) days in a school year. There shall be no accumulation from year to year of such days. When the seven (7) days are exhausted and more time is needed, the Occupational Therapist may petition the Superintendent for an extension.

15.2.2 Advanced notice of taking personal necessity leave except in an emergency shall be given by the unit member to the unit member's immediate supervisor. Absences of more than two days must get prior approval from Human Resources. Personal necessity leave shall be granted to a unit member for the following reasons:

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

15.2.2.2 Illness of a child.

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

15.2.2.4 Appearance in court as a litigant.

- 15.2.2.5 The birth of a child making it necessary for a unit member who is the parent/guardian of the child, or the adoption of a child making it necessary for a unit member who is an adopting parent of the child, to be absent during the assigned hours of service.
- 15.2.2.6 Reproductive Loss Leave which includes failed adoption, failed surrogacy, miscarriage, or an unsuccessful assisted reproduction.
- 15.2.2.6 Life events that the unit member cannot reasonably be expected to ignore, and requires the attendance of the unit member during working hours such as:
 - Marriage of an immediate family member.
 - Attendance of a funeral.
 - Other family responsibilities (i.e. graduation, award ceremonies, taking a child to college).
- 15.2.2.7 Religious Observance Leave for members of religious faiths to attend services in their places of worship.

- 15.2.3 Personal necessity leave shall **not** be used for:
 - Pursuit of business, financial, or economic interest of the unit member
 - Recreation
 - Vacation

15.3 Bereavement Leave:

- 15.3.1 Each unit member is entitled to a leave of absence of up to five days on account of death of any member of the unit member's immediate family. No deduction shall be made from the salary of such unit member for three days of bereavement leave nor shall such leave be deducted from other leaves. Two additional days for a total of five (5) days may be taken in the following circumstances:
 - For in-state travel if travel one (1) way exceeds four hundred (400) miles, or if out-of-state travel is required
 - For the death of a unit members spouse, registered domestic partner, or child, to include still-birth.

Bereavement leave may be extended by the unit member by utilizing available personal necessity leave.

15.3 Pregnancy Disability Leave

- 15.4.1 Unit members are entitled to use accumulated sick leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth and recovery

thereafter on the same terms and conditions governing leaves of absence from other illness or medical disability.

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

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

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

15.4 Family/Parental/ Child Rearing Leave:

Family/Parental/Child Rearing leave shall be supplied in accordance with The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act of 1991.

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

15.5.2 If the leave is requested for foster placement, adoption, or birth of a child, unit members are entitled to twelve (12) weeks of leave.

15.5.3 Eligible unit members shall request such leave as soon as possible prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member plans to begin and end the leave.

15.5.4 The determination as to the date on which the leave shall begin and the duration shall be by mutual agreement between the unit member and the Superintendent or his/her designee.

15.5.5 There shall be no change in employment status for this leave.

15.5.6 If a unit member on leave for childbearing or child rearing experiences a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is a vacancy for which a unit member is qualified, assignment will be made as soon as reasonable.

15.5 Industrial Accident/Work-Related Disability Leave:

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

- 15.6.1 Unit members are entitled to Industrial Accident/Work-Related Disability Leave not to exceed sixty (60) days in any one (1) fiscal year for the same accident.
- 15.6.2 The District may have the unit member examined by a physician at the District's expense. At the election of the unit member, his/her own licensed physician may perform an Industrial Accident examination, provided that the unit member's physician is on file with the District at least six (6) months prior to the time of the injury.
- 15.6.3 When all available leaves of absences, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the unit member's position, said unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, unless the unit member has retired.
- 15.6.4 Industrial accident or illness leave will commence on the first day of absence.
- 15.6.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wages for the day.
- 15.6.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 15.6.7 Allowable industrial accident or illness leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.6.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if a unit member is receiving worker's compensation, the unit member shall be entitled to use only so much of the accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 15.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

15.6 Judicial Leave:

- 15.7.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the misconduct of a unit member.
- 15.7.2 Subject to the provisions below, the unit member shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.
- 15.7.3 As a matter of general policy, the District does not normally encourage unit members to seek exemption from or postponement of jury duty. If the unit member wants to postpone jury duty to the summer, he/she will receive the substitute's rate of pay plus fees for jury duty service. The unit member shall provide evidence of postponement and jury duty served to the district.
- 15.7.4 A unit member on jury duty leave for 18 weeks or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment had been discontinued, in which case the unit member shall be entitled to a comparable position. A unit member on judicial leave for more than eighteen (18) weeks shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the unit member upon return to work shall be comparable to that held at the time judicial leave began.

15.7 Personal Business:

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

15.8 STRS Disability Leave:

- 15.9.1 A certificated unit member receiving a disability allowance from the State Teachers Retirement System (STRS) shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the certificated unit member's employment right will end.
- 15.9.2 During the thirty-nine (39) month period, if the STRS determines that the disability no longer exists, the certificated unit member will be returned to regular status upon request by the certificated unit member. The certificated unit member shall be returned to a vacancy, if credentialed for the position, as soon as it exists, but no later than the beginning of the next school semester.

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

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

15.10 Military Leave:

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

15.11 Unpaid Leave of Absence:

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

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

15.12 Catastrophic Leave Bank

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

15.13.1 Definition

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

15.13.2 In cases affecting a bargaining unit member's immediate family, a catastrophic illness or injury is defined as an instance that requires the unit member to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. In such instances the unit member must submit verification to the Human Resources Department. Once certified, the unit member will be required to exhaust all available leave prior

to accessing the bank. An extended period of time is defined as in excess of thirty (30) workdays/six (6) work weeks.

15.13.2 Management

- 15.13.2.1 The governance shall be a joint responsibility of the Association and the District. The Committee shall consist of four (4) members, two (2) selected by the Association and two (2) selected by the District. A quorum shall exist when three (3) members are present. The Association President shall designate the Chair. Approval/disapproval of the leave shall be a majority vote.
- 15.13.2.2 All requests will be answered in writing within ten (10) workdays after the committee has come to a decision. Strict confidentiality shall be maintained.
- 15.13.2.3 When the days in the bank are projected to drop below one hundred fifty (150) days, one (1) additional day will be assessed for each current member. No days will be drawn from current members if the bank is at or above 150 days.
- 15.13.2.4 A unit member may enroll in the bank during the annual open enrollment period, in the month of October, each year. New employees or employees returning from an approved leave of absence will have an open enrollment period of thirty (30) days following the date of employment or return from leave.

15.13.3 Denial

- 15.13.3.1 Bargaining unit members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave and differential leave.
- 15.13.3.2 If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information.
- 15.13.3.3 If the committee has insufficient days to fund a withdrawal request, neither DMCTA, the Committee, or the District

shall be under any obligation to compensate the unit member.

15.13.4 Eligibility

15.13.4.1 To be eligible to request a leave bank donation, unit members must:

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

15.13.5 Responsibilities

15.13.5.1 The District shall maintain a record of all bargaining unit members who have joined and are currently enrolled in the bank.

15.13.5.2 The District shall verify an applicant's sick leave to the committee and provide the applicant's remaining paid leave balance.

15.13.5.3 The Association shall help solicit donations during the enrollment period.

15.13.5.4 When the leave bank falls below one hundred fifty (150) days, the District shall assess a maximum of one (1) additional day from each Leave Bank Member.

15.13.6 Donations

15.13.6.1 All donations are irrevocable.

15.13.6.2 Donations to the bank are general and are not to a specific member.

15.13.7 Withdrawals

15.13.7.1 Withdrawals shall be granted in units of one (1) workday with a maximum withdrawal of sixty (60) work days per event.

15.13.7.2 Participants may request additional days if needed.

15.13.7.3 Days approved but not used shall be returned to the bank.

15.13.7.4 Decisions of the Committee are final and are not subject to the grievance procedures.

Article 16 - Early Retirement

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

16.1 An eligible unit member who retires from active service under the State Teachers' Retirement System (STRS) or Public Employees Retirement System (PERS) provisions, and his/her spouse, may continue on the District's health, dental, and vision plans until age 65 at District expense consistent with District payment for current employees.

16.1.1 To be eligible, an employee must:

16.1.1.1 Be employed by the Del Mar Union School District at the time of application

16.1.1.2 Be at least 55 years of age

16.1.1.3 Have completed the required years of full-time service in the Del Mar Union School District by the following ages:

16.1.1.4 Age plus years of full-time service must equal 75 (rule of 75) through age 64 with a minimum retirement age of 55. For example, if a unit member retires at age 55, then he/she must have completed 20 years of full-time service, etc.

16.1.1.5 Not be on any disability retirement

- 16.1.1.6 Be ineligible for reasonably comparable health benefits through any other employer
- 16.1.2 The unit member shall notify the Superintendent by February 1 of his/her intent to take early retirement. Extenuating circumstances preventing the unit member from meeting the February 1 deadline shall be considered at the discretion of the Board, the Superintendent, and DMCTA.
- 16.1.3 The unit member shall follow procedures established by the District to implement this early retirement health insurance plan.
- 16.2 The Board at its discretion may adopt and implement in any year special one-time early retirement incentive programs.
 - 16.2.1 In extenuating circumstances that negatively impact the District's educational program, the Board at its discretion may approve and implement a special early retirement agreement developed between the Superintendent and an individual unit member. Respecting confidentiality, appropriate communication regarding these circumstances may be communicated to a representative of the bargaining unit's Executive Board.

Article 17 - Professional Growth

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

The District values professional development and in that spirit, a good faith effort will be made to support professional development of staff that will enhance their job related responsibilities.

- 17.1 Speech Language Pathologists shall be reimbursed for up to \$500 per year for the attendance of a conference approved by the District.
- 17.2 Occupational Therapists shall be reimbursed for up to \$500 per year for the attendance at the OTAC Conference and/or for AOTA (American Occupational Therapist Association) approved professional learning related to school-based occupational therapy practice area for the purpose of maintaining professional licensure. Attendance must be pre-approved by the District.

Article 18 - Class Size

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

Grades K - 3:	22
Grades 4 - 6:	27
Spanish Language Immersion (K-6):	25
Education Specialist	
Learning Lab	26 (up to 32 with a state waiver)
Self-Contained (K-6)	13
Early Childhood Self-Contained	13
Early Childhood Inclusion	20
Speech/Language Pathologist	
Preschool	40
K-6	53
Adapted Physical Education:	55
Occupational Therapist	60

- 18.1.1 Combination classes in grades kindergarten through sixth will have two less students than the maximum class size or grade-level average at a school site.
- 18.1.2 Caseloads for part-time special education unit members shall be determined by a pro-rata share comparable to the unit member's full-time equivalent (FTE) percentage.
- 18.1.3 Administration will make a good faith effort to equally balance students of all needs among classes and unit members.
- 18.1.4 Special Education bargaining unit member concerns related to workload shall first be brought to the site administrator for problem solving. In the event a concern cannot be resolved at the site level, the concern will be addressed by a staff support committee. The committee will include the concerned unit member, another individual from the Association, and two individuals from the District who will meet to discuss issues with the intent to problem solve and explore possible solutions.

18.2 Any unit member who teaches grades kindergarten through third grade or Special Education, or in a STEAM+ program shall receive 120 minutes of planning time per week. Itinerant STEAM+ teachers, Spanish Language Immersion teachers, and Self-Contained (K-6) Education Specialists, shall receive 150 minutes of planning time per week. Any unit member who teaches grades four through six shall receive 180 minutes of planning time during a normal five (5) day work week. The 120 and 180 minutes of planning time are understood to be part of the student instructional day. A good faith effort will be made to maintain the integrity of the planning time and provide time for itinerant teachers at both sites when possible.

18.3 Any unit member who teaches grades four through six or who teaches Spanish Language Immersion with a class size of 23 or more students shall receive four (4) hours of compensation at current non-instructional extra hourly rate following each

parent/teacher conference reporting period, for a total of eight (8) hours of compensation. Note: General Education Classes.

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

K-3

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

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

4-6

28:1 no stipend

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

If the maximum class size per unit member outlined in Article 18.1 is exceeded due to the attendance of a DMUSD employee child, the maximum class size at that site's grade level is increased by one student without additional compensation for a student who is currently enrolled or resides within the boundary for that school.

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

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

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

- Two (2) additional paid days beyond the 185 contracted days for the purpose of planning and preparation at his/her per diem rate
- .2 Full-time Equivalent (FTE) certificated support or 17 hour per week classified support
- Provide additional instructional resources mutually agreed upon by affected grade-level teams and Administration
- Other support strategies mutually agreed upon by affected grade-level teams and Administration

- 18.4.3 Unit members assigned as a co-teacher shall be provided the following support:

- 45 minutes of additional weekly collaborative planning time with their assigned co-teaching unit member(s)
- Reduction in non-teaching duties

Other support strategies may be provided as mutually agreed upon by the co-teaching team and administrator (e.g., additional training, substitute release days).

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

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

18.6.1 The Specialist, his/her Principal and the Student Services Department will communicate within ten (10) days of receipt of the appropriate form at the District office to determine mutually agreeable options to resolve the problem. The Over Class Size Notification for Special Education form is attached to this contract as Appendix 5 and must be completed by the unit member and sent to the District administrator when caseloads exceed the limits set forth in paragraph 18.1. Unit members will receive a stipend when caseload exceeds the maximum caseloads set forth in paragraph 18.1. Payment of stipends for unit members with excessive caseloads will be authorized by the District administrator/Superintendent's designee after the District administrator/Superintendent's designee has reviewed the caseload information described in Appendix 5. The unit member shall be paid a daily stipend until such time as the caseload has been reduced to comply with the caseload maximums described in 18.1 or other options have been implemented that will resolve the problem.

Other options may include:

- The hiring of additional classified personnel on a temporary basis
- Depending on circumstances and availability, classified personnel may include an Instructional Aide, or a Speech/Language Pathology Assistant
- The hiring of additional certificated personnel on a temporary basis
- Contracting for services with a private provider on a temporary basis
- The hiring of a full-time substitute teacher on a temporary basis
- Providing the unit member with additional instructional resources mutually agreed upon by the teacher and District
- Providing the unit member with other support strategies mutually agreed upon by the teacher and the District
- Receipt of an excess caseload stipend in lieu of any of the other options described in 18.6.1.

18.6.2 If the caseload remains above the maximum set forth in paragraph 18.1, then the unit member shall be paid a daily stipend until such time as the

caseload has been reduced to comply with the caseload set forth in paragraph 18.1.

18.6.2.1 The daily stipend per each self-contained special education student above the caseload maximum is \$20.

18.6.2.2 The daily stipend per each Learning Lab student above the caseload maximum is \$10.

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

18.6.2.4 The daily stipend per each student receiving Adapted P.E. and Occupational Therapist services above the caseload maximum is \$5.

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

18.8 When a student receives special education services in a self-contained special education classroom and is placed in a general education classroom for more than 50 percent of the day, this student shall be counted towards the maximum class size limit set forth in Article 18.1.

Article 19 – Salaries and Benefits

19.1 Salary

19.1.1 Certificated employees who are included in the bargaining unit shall be compensated according to the salary schedule titled "Group 3 – Regular Certificated" incorporated herein as Appendix 6.

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

19.1.1.2 Occupational Therapists who are included in the bargaining unit shall be compensated based upon the Classified Occupational Therapist salary schedule titled "Group 18 – Classified Occupational Therapist" incorporated herein as Appendix 7.

- 19.1.2 Salaries for unit members will be paid in eleven equal installments beginning in August of each school year with the final payment being made at the end of June each year.
- 19.1.3 Unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed. (A full year of service is defined as completion of 75% of the duty days for the work year.)
 - 19.1.3.1 Part-time unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent (FTE) is equal to or exceeds 75% of a school year (139 full paid days). For example, an individual who works two years at a 40% FTE would have a cumulative total of 80% over two years and would therefore qualify for a step advancement on the salary schedule. Once the unit member earns his/her salary step increase, accumulation of full-time employment hours toward the next step increase begins at zero. There is no carryover.
- 19.1.4 The hourly rate for certificated unit members, for extra assigned duties that do not involve direct student instruction or service, such as curriculum writing, conducting workshops, training, staff development activities and/or before or after student supervision, lunch time clubs or playground duty shall be the non-instructional Extra Hourly Rate. Occupational Therapists shall receive an overtime rate of their daily rate paid at time and a half for work beyond their 40 hour work week.
- 19.1.5 The hourly rate for direct student instruction or service, outside of a certificated unit member's work calendar or hours, such as ESY shall be paid at the Instructional Extra Hourly Rate. Occupational Therapists shall receive an overtime rate of their daily rate paid at time and a half for work beyond their 40 hour work week.

19.2 Professional Growth for Salary Advancement Purposes

- 19.2.1 Credit shall be granted to certificated unit members for the purpose of advancement on the salary schedule for the satisfactory completion of any work-related upper division or graduate level course offered by a California Commission on Teacher Credentialing approved institution or program, or alternatives that are pre-approved by the District, as per 19.2.2.
- 19.2.2 Certificated unit members shall request approval of courses that are intended for advancement on the salary schedule by completing a "Notice of Intention to Improve Professional Training" form. (The form is available on the District website.) The form should be completed and submitted to

the Human Resources Department well in advance of actual enrollment in the course to ensure that the course is acceptable for salary advancement credit.

- 19.2.3 Credit for salary schedule advancement shall not be granted for any courses taken where any portion of travel or tuition is paid by the District.
- 19.2.4 In order to qualify for salary schedule advancement, verification of the completion of work must be received in the Human Resources Office no later than September 1 of the year in which the advancement is to occur.
 - 19.2.4.1 An official transcript shall be submitted as soon as possible to verify the completion of work. A grade card or a written statement signed by the instructor may be used until a transcript is available.
 - 19.2.4.2 The term “unit” on the salary schedule refers to a semester unit. A quarter unit is recorded as two-thirds of a semester unit.
- 19.2.5 Before the end of each school year, all returning certificated unit members are responsible for informing the District Office of possible changes in their salary placement.

19.3 Health and Welfare Benefits

- 19.3.1 Eligible unit members shall be provided with medical, dental, vision and life insurance benefits. The maximum district contribution for all premiums for health/welfare benefits shall be \$15,000 (the District “cap”) annually. Any premium costs for health and welfare benefits that exceed \$15,000 will be the responsibility of the employee.
- 19.3.2 If a unit member selects a benefit package that exceeds the district cap, he/she will authorize a payroll deduction in the amount of the excess costs above the cap of the selected benefit package in order to reimburse the district for the additional costs of the selected benefit package.
- 19.3.3 Unit members who have been approved for shared teaching assignments for the school year will adhere to the health/welfare benefit options in Article 22 of this agreement.
- 19.3.4 The District shall make a good faith effort to provide unit members information regarding benefit rates at the earliest possible date.

- 19.3.5 If a unit member does not choose to participate in the medical coverage offered by the district, he/she must provide proof of alternative minimum essential medical coverage to the district.

Article 20 - Support for Beginning Teachers

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

Article 21 - Professional Rights

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

Article 22 - Shared Assignments

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

(b) A team member may opt out of the following, allocating their benefit cap share to their partner:

- Medical; or
- Dental and Vision; or
- Medical, Dental and Vision

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

22.4 Part-time unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent (FTE) is equal to or exceeds 75% of a school year (139 full paid days). For example, an individual who works two years at a 40% FTE would have a cumulative total of 80% over two years and would therefore qualify for a step advancement on the salary schedule. Once the unit member earns his/her salary step increase, accumulation of full-time employment hours toward the next step increase begins at zero. There is no carryover.

22.4.1 Unit members who participate in a shared contract who are eligible for the Masters Stipend shall receive the stipend prorated to their FTE.

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

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

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

District directed professional development trainings shall be attended by both partners. The partner who is not scheduled to work that day shall be paid the current hourly non-instructional extra hourly rate.

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

- 22.8.1 At school sites with an Assistant Principal, the total number of shared assignments shall be limited to four (4).
- 22.8.2 At school sites without an Assistant Principal, the total number of shared assignments shall be limited to three (3).
- 22.8.3 There shall be no more than one shared assignment per grade level at any school site.
- 22.9 The duration of a shared assignment shall be limited to no more than six (6) years; however, if the maximum number of available shared assignments in the district is not fully subscribed at the end of the sixth year of a shared assignment, the existing shared assignment team may apply for an extension of the same shared assignment arrangement for an additional six (6) years.

Article 23 - Substitutes

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

Article 24 - Bargaining Unit Member Assignments

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

Article 25 - Site-Based Decision-Making

- 25.1 The Del Mar California Teachers Association and the Del Mar Union School District believe the goal of site-based decision-making is to increase autonomy and shared decision-making, as well as professional responsibility, authority, and accountability among all personnel. It is believed that the best way to facilitate the school and organizational change needed to improve education for children is to expand the involvement of those closest to the situation through joint planning and problem solving. It is agreed that consensus will be used to achieve the goals of site-based decision-making whenever possible.

- 25.2 School site proposals shall not contain any provisions contrary to, or in conflict with, any article or section of this Agreement unless specific waivers are agreed to by the Association (Site Representative) and the District (Site Administrator) prior to a site vote. A waiver request requires a seventy-five percent (75%) majority vote of the unit members at a school site.
- 25.3 When a school site wishes to implement a site-based decision-making proposal that would require the waiving of any provision(s) of the Collective Bargaining Agreement between the Association and the District, the following steps shall be taken:
- 25.3.1 The school site representatives shall send a letter to the Association and the District requesting which provisions of the Collective Bargaining Agreement may need to be waived in order to implement the plan. (The parties involved at the site level will refer to DMCTA's standing rules for site-based decision making). Waiver approvals must be mutually agreed upon by the District and the Association prior to implementation.
- 25.3.2 The waiver shall be in effect for a maximum of one (1) year. The waiver can be renewed by following the same procedure outlined above unless specified by the waiver and agreed upon.

Article 26 - Term

This agreement shall become effective on July 1, 2025, and shall be continued through June 30, 2028. Notwithstanding Article 6.3, each year the parties may mutually agree to extend the contract by one year. Not later than July 1 of the year in which this Agreement expires, the parties shall commence the meeting and negotiation process in accordance with applicable law. Agreements shall be in writing.



DEL MAR UNION SCHOOL DISTRICT

Certificated Personnel – Evaluation Summary

		<input type="checkbox"/> Check if additional pages are attached.
Employee Name :		Grade Level/ Assignment:
School:	<input type="checkbox"/> Ashley Falls <input type="checkbox"/> Carmel Del Mar <input type="checkbox"/> Del Mar Heights <input type="checkbox"/> Del Mar Hills <input type="checkbox"/> Ocean Air <input type="checkbox"/> Pacific Sky <input type="checkbox"/> Sage Canyon <input type="checkbox"/> Sycamore Ridge <input type="checkbox"/> Torrey Hills	
Certificated Status:	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 st Year	
1. SOURCES OF DATA		
<input type="checkbox"/> Written Communication <input type="checkbox"/> Formal & Informal Observations & Visits <input type="checkbox"/> Informal Conversations <input type="checkbox"/> Formal Conferences		
2. DEGREE OF ACHIEVEMENT (Attached completed certificated goals with summary evaluation.)		
3. INSTRUCTIONAL PERFORMANCE		
4. GENERAL PROFESSIONAL PERFORMANCE		
5. EMPLOYEE RESPONSE		
6. SUPERVISOR'S RECOMMENDATION		
(A mark of "Requires Improvement" or "Unsatisfactory" requires the completion of a Certificated Assistance Plan.)		
<input type="checkbox"/> Meets or Exceeds District Requirements <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		
Employee Signature:		
Evaluator Signature:		
Signature Indicates Conference Held On (date):		
Please attach additional pages when needed. Be sure to date, sign and number each additional page. <i>(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)</i>		



DEL MAR UNION SCHOOL DISTRICT

Certificated Personnel – Interim Observation & Evaluation Report

		<input type="checkbox"/> Check if additional pages are attached.	
Employee Name:		Grade Level/Assignment:	
No. of Observation(s):		School:	<input type="checkbox"/> AF <input type="checkbox"/> CDM <input type="checkbox"/> Heights <input type="checkbox"/> Hills <input type="checkbox"/> OA <input type="checkbox"/> PS <input type="checkbox"/> SC <input type="checkbox"/> SR <input type="checkbox"/> TH
Certificated Status:	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 st Year <input type="checkbox"/> 2 nd Year		
ACTIVITY:		OBSERVATION DATE:	TIME:
1. OBSERVED ACTIVITIES:			
2. EFFECTIVE ASPECTS:			
3. CONFERENCE DISCUSSION AND/OR NEXT STEP REGARDING INSTRUCTIONAL OR PROFESSIONAL STANDARDS:			
4. SUGGESTIONS FOR IMPROVEMENTS REGARDING INSTRUCTIONAL OR PROFESSIONAL STANDARDS:			
Employee Signature:			
Evaluator Signature:			
Signature Indicates Conference Held On (date):			
<p>Please attach additional pages when needed. Be sure to date, sign and number each additional page. <i>(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)</i></p>			



		<input type="checkbox"/> Check if additional pages are attached.	
Employee Name:		Grade Level/ Assignment:	
No. of Observation(s):		School:	<input type="checkbox"/> AF <input type="checkbox"/> CDM <input type="checkbox"/> Heights <input type="checkbox"/> Hills <input type="checkbox"/> OA <input type="checkbox"/> SC <input type="checkbox"/> SR <input type="checkbox"/> TH
Certificated Status:	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 st Year <input type="checkbox"/> 2 nd Year		
This form must be completed when the Evaluation Summary contains an overall "Unsatisfactory" or Needs Improvement notation. Attach a supplementary sheet if additional space is required.			
1. PROBLEM AREA BACKGROUND:			
2. SPECIFIC SUGGESTIONS/DIRECTIONS FOR IMPROVEMENT			
3. ASSISTANCE TO BE PROVIDED BY ADMINISTRATOR:			
4. EMPLOYEE'S COMMENTS:			
<i>Note: The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of the target behaviors, not merely completion of the improvement activities.</i>			
Employee Signature:			
Evaluator Signature:			
Signature Indicates Conference Held On (date):			
Please attach additional pages when needed. Be sure to date, sign and number each additional page. <i>(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)</i>			



• UNION SCHOOL DISTRICT •

Classified Performance Evaluation Report

Employee Name					School or Department					Hire Date: ___/___/___ Rating Period (Probationary Employee): <input type="checkbox"/> 3 Month <input type="checkbox"/> 5 Month				
Position					Employee Status <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary <input type="checkbox"/> Temporary					Rating Period (Permanent Employee): <input type="checkbox"/> Annual <input type="checkbox"/> Special				
SECTION A					SECTION B					Record Job Strengths and Superior Performance				
Unobserved	Below Requirements	Needs Improvement	Meets Requirements	Exceeds Requirements	General Performance Factors									
					1. Knowledge of Work					SECTION C				
					2. Job Skill Level					Record Progress Achieved in Attaining Previously Set Goals for Improved Work Performance				
					3. Quality of Work									
					4. Volume of Acceptable Work									
					5. Work Habits									
					6. Work Judgments									
					7. Initiative									
					8. Interpersonal Contacts with Adults					Record Specific Goals and Improvement Programs to be Undertaken During Next Evaluation Period				
					9. Compliance With Rules									
					10. Effectiveness Under Stress									
					11. Grooming and Dress									
					12. Punctuality									
					13. Attendance									
					14. Accepts Direction					SECTION E				
					15. Works Positively with Students					Record Specific Work Performance Deficiencies or Job Behavior Requiring Improvement or Correction				
					16. Enthusiasm for the Job									
					17. Flexibility									
					18. Confidentiality									
					19. Positively Represents the District									
					20. Proactively Intervenes When Necessary									
SUPERVISORY PERFORMANCE FACTORS					SECTION F					Record Performance on Add'l Assignment as:				
					1. Planning and Organizing					SUMMARY EVALUATION				
					2. Training and Instruction									
					3. Leadership									
					4. Supervisory Control									
Checks in 'Below Requirements' must be explained in SECTION E above. ----- Checks in 'Exceeds Requirements' must be explained in SECTION B above.					<input type="checkbox"/> Below Requirements <input type="checkbox"/> Meets Requirements <input type="checkbox"/> Exceeds Requirements									
					FOR PROBATIONARY EMPLOYEES (Final Report)									
					<input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT Recommend Permanent Status									
Comments of Employee (Optional):														
EMPLOYEE: I certify that this report has been discussed with me. I understand my signature below does not necessarily indicate agreement.														
Employee Signature: _____										Date: _____				
Evaluator Signature: _____										Date: _____				
Administrator Signature: _____										Date: _____				

Del Mar Union School District
OVERCLASS SIZE NOTIFICATION FOR SPECIAL EDUCATION

TO BE COMPLETED BY SPECIAL ED TEACHER

This is to inform you that:

Date: _____ Teacher: _____ School: _____

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

I request the following remedy:

1st Choice:

2nd Choice:

3rd Choice:

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

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

Teacher _____ Date _____ School Administrator _____ Date _____

PLEASE ATTACH CASELOAD LIST AND SEND TO SPECIAL ED. ADMINISTRATOR

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

Comments:

[Empty box for comments]

(Special Ed Administrator's Signature)

(Date)

Signatures below indicate all parties are in agreement to remedy:

Special Ed. Teacher _____ Date: _____

Special Ed. Administrator _____ Date: _____

Principal _____ Date: _____

Superintendent _____ Date: _____

**DEL MAR UNION SCHOOL DISTRICT
GROUP 3 - REGULAR CERTIFICATED**

CERTIFICATED SALARY SCHEDULE: Effective July 1, 2025

ADOPTED BY BOARD OF TRUSTEES - February 11, 2026

STEP	<u>RANGE 1</u> BA ANNUAL	<u>RANGE 2</u> BA + 15 ANNUAL	<u>RANGE 3</u> BA + 30 ANNUAL	<u>RANGE 4</u> BA + 45 ANNUAL	<u>RANGE 5</u> BA + 60 ANNUAL
1	\$69,460	\$69,460	\$69,460	\$72,400	\$76,754
2	\$69,460	\$69,460	\$71,573	\$75,930	\$80,290
3	\$69,460	\$71,133	\$75,105	\$79,461	\$83,816
4	\$70,691	\$74,667	\$78,637	\$82,996	\$87,352
5	\$74,229	\$78,194	\$82,171	\$86,526	\$90,885
6	\$77,757	\$81,728	\$85,701	\$90,062	\$94,412
7	\$81,292	\$85,261	\$89,233	\$93,591	\$97,950
8	\$81,292	\$88,795	\$92,768	\$97,123	\$101,485
9	\$81,292	\$88,795	\$96,302	\$100,656	\$105,012
10	\$81,292	\$88,795	\$99,836	\$104,189	\$108,550
11	\$81,292	\$88,795	\$99,836	\$107,725	\$112,081
12	\$81,292	\$88,795	\$99,836	\$107,725	\$115,618
13	\$81,292	\$88,795	\$99,836	\$107,725	\$119,142
14	\$81,292	\$88,795	\$99,836	\$107,725	\$120,332
15	\$81,292	\$88,795	\$103,366	\$111,251	\$123,905
16	\$81,292	\$88,795	\$103,366	\$111,251	\$124,787
17	\$81,292	\$88,795	\$103,366	\$111,251	\$125,675
18	\$81,292	\$88,795	\$103,366	\$111,251	\$126,569
19	\$81,292	\$88,795	\$106,896	\$114,785	\$129,480
20	\$81,292	\$88,795	\$106,896	\$114,785	\$130,401
21	\$81,292	\$88,795	\$106,896	\$114,785	\$131,329
22	\$81,292	\$88,795	\$106,896	\$114,785	\$132,263
23	\$81,292	\$88,795	\$110,353	\$118,238	\$135,305
24	\$81,292	\$88,795	\$110,353	\$118,238	\$136,268
25	\$81,292	\$88,795	\$110,353	\$118,238	\$137,238
26	\$81,292	\$88,795	\$110,353	\$118,238	\$138,214
27	\$81,292	\$88,795	\$110,353	\$118,238	\$141,393
28+	\$81,292	\$88,795	\$110,353	\$118,238	\$144,645

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

Unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed.

(A full year of service is defined as completion of 75% of the duty days for the work year).

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

SPECIFIC FEATURES:

STRUCTURE:

Provides optimum incentive for continued service and training through:

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

STEP:

Recognizes additional proficiency gained through successful classroom teaching.

RANGE:

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

PROFESSIONAL GROWTH:

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

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

NOTIFICATION:

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

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

**DEL MAR UNION SCHOOL DISTRICT
GROUP 18 - CLASSIFIED
OCCUPATIONAL THERAPIST**

CLASSIFIED SALARY SCHEDULE : Effective July 1, 2025
ADOPTED BY BOARD OF TRUSTEES - February 11, 2026

Step	12 Months, 260 Days, 8 Hours			11 Months, 208 Days, 8 Hours		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly
1	\$ 105,758.51	\$ 8,813.21	\$ 50.85	\$ 84,613.86	\$ 7,692.17	\$ 50.85
2	\$ 111,047.06	\$ 9,253.92	\$ 53.39	\$ 88,845.05	\$ 8,076.82	\$ 53.39
3	\$ 116,601.55	\$ 9,716.80	\$ 56.06	\$ 93,289.01	\$ 8,480.82	\$ 56.06
4	\$ 122,429.51	\$ 10,202.46	\$ 58.86	\$ 97,951.77	\$ 8,904.71	\$ 58.86
5	\$ 128,550.98	\$ 10,712.58	\$ 61.80	\$ 102,849.35	\$ 9,349.94	\$ 61.80
6	\$ 134,978.51	\$ 11,248.21	\$ 64.89	\$ 107,991.80	\$ 9,817.44	\$ 64.89
7	\$ 141,727.17	\$ 11,810.60	\$ 68.14	\$ 113,391.18	\$ 10,308.29	\$ 68.14
8	\$ 148,814.55	\$ 12,401.21	\$ 71.55	\$ 119,061.56	\$ 10,823.78	\$ 71.55
5%	\$ 156,255.28	\$ 13,021.27	\$ 75.12	\$ 125,014.64	\$ 11,364.97	\$ 75.12
10%	\$ 163,696.01	\$ 13,641.33	\$ 78.70	\$ 130,967.72	\$ 11,906.16	\$ 78.70
15%	\$ 171,136.73	\$ 14,261.39	\$ 82.28	\$ 136,920.80	\$ 12,447.35	\$ 82.28

Occupational Therapist Calendar Year:
208 Days (185 Days plus 10 Vacation Days plus 13 Holidays)
Paid in 11 months
Annual Sick Leave = 10 Days
8 Hours per day 5 days a week

Longevity Increase is to paid monthly upon completion of the following continuous years of service:
10 years of service - 5% Increase of Current Step Base Salary
15 years of service - 10% Increase of Current Step Base Salary
20 years of service - 15% Increase of Current Step Base Salary

Employees are eligible for Longevity at the beginning of the Fiscal Year (July 1st) of their 11th, 16th, and 21st year of service at the District. These percentages are not compounded.

Vacation Accrual:
10 days - 1 through 5 years of service - included in Salary Schedule

12.50 days - 6 through 10 years of service - 10 days included in Salary Schedule

15 days - 11 through 21+ years of service - 10 days included in Salary Schedule

Benefits:
Full time at 40 hours per week = Health Cap (Medical, Dental, Vision and Life)

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

A. Instructional \$65.00² per hour

B. Non-Instructional \$40.00 per hour

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

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

**AMENDEMENT TO THE 2025-28 CONTRACT
BETWEEN THE
DEL MAR UNION SCHOOL DISTRICT
AND THE
DEL MAR CALIFORNIA TEACHERS ASSOCIATION**

The Del Mar Union School District (“DMUSD”) and Del Mar California Teachers Association (“DMCTA”) met in and collectively bargained through the Interest Based Bargaining process and have mutually agreed to the following contract changes. Both parties agree to include the changes to the contract of the July 1, 2025 through June 30, 2028 Agreement between DMUSD and DMCTA (“Agreement”).

Article 9 – Grievance Procedure

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

Article 15 – Leaves

15.13.2.3 When the days in the bank ~~are projected to~~ drop below one hundred fifty (150) days, one (1) additional day will be assessed for each current member **at the beginning of the following school year**. No days will be drawn from current members if the bank is at or above 150 days. **In the event the leave bank is projected to be depleted prior to the end of the current school year, a special assessment shall be initiated by DMCTA and DMUSD for replenishment.**

Article 18 – Class Size

18.1.1 Combination classes in grades kindergarten through sixth will have two less students than the maximum **contractual** class size ~~or grade-level average at a school site~~. **However, when necessary, the district may staff a combination class up to the contractual maximum class size due to enrollment configurations.**

18.4 **Any Kindergarten Spanish Language Immersion section with a class size of 23 or more students shall be provided with a 31 hour per week classified support.**

Article 19 – Salaries and Benefits

19.3.1 Eligible unit members shall be provided with medical, dental, vision and life insurance benefits. The maximum district contribution for all premiums for health/welfare benefits shall be ~~\$15,000~~\$17,000 (the District “cap”) annually. Any premium costs for health and welfare benefits that exceed ~~\$15,000~~\$17,000 will be the responsibility of the employee.

Compensation

- Net increase to the salary schedule of 4.25%, effective July 1, 2025. Ranges 1, 2, 3, and 4, as well as Range 5, Steps 1–15, will receive a 2% salary increase. The remaining 2.25% is applied across Range 5, Steps 16–28 to better align with and maintain competitiveness among neighboring districts.
- Increase the District’s health and welfare benefit cap to \$17,000 effective July 1, 2026.

The elements described above represent the entirety of the tentative agreement between the parties.