

AGREEMENT

BETWEEN

**ACROSS THE BRIDGE FOUNDATION –
DOWNTOWN COLLEGE PREP**

&

SOUTH BAY EDUCATORS UNITED

July 1, 2022 - June 30, 2025

AGREEMENT BETWEEN
ACROSS THE BRIDGE FOUNDATION – DOWNTOWN COLLEGE PREP
AND
SOUTH BAY EDUCATORS UNITED

This agreement made and entered into this 6/4/2022 day of June 2022, by and between Across the Bridge Foundation – Downtown College Prep (hereinafter referred to as “DCP”) and South Bay Educators United (hereinafter referred to as “SBEU”) includes all of the following articles and provisions. Ratified and Agreed on 6/4/2022.

Agreed in Bargaining:

For Downtown College Prep

Pete Settelmayer

Pete Settelmayer
Chief Executive Officer

Ruth Wamuyu Schriver

Ruth Wamuyu Schriver
Chief Operating Officer

Thomas Madson

Thomas Madson
Managing Director of Schools

Jordan Apgar

Jordan Apgar
Principal, DCP El Primero High School

Leticia Villa-Gascon

Leticia Villa-Gascon
Principal, DCP Alum Rock Middle School

Valerie Royaltey-Quandt

Valerie Royaltey-Quandt
Managing Director of Academics

James Young

James E. Young
Legal Counsel

For South Bay Educators United

Sarah LeDuff

Sarah LeDuff
SBEU President

Beatriz Velez

Beatriz Velez
Bargaining Team Member

BE Wiard

Bailey Ellis-Wiard
Bargaining Team Member

Carolina Rodriguez

Carolina Rodriguez
Bargaining Team Member

John Benoit

John Benoit
Bargaining Team Member

Jessica Beard

Jessica Beard
CTA Staff Representative

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ARTICLE I – EFFECT OF AGREEMENT

1.1 Duration

Subject to reopener negotiations as described in this article, this Agreement is entered into effective as of the date ratified by both parties and will remain in effect for three years.

1.2 Reopeners

The parties agree that up to two (2) Articles per party may be re-opened for negotiations per year for each of the 2023-2024 and 2024-2025 school years. The Health & Welfare Benefits Article may not be reopened during the term of this Agreement. The Salary & Compensation Article may only be reopened during the 2024-2025 school year.

ARTICLE II – RECOGNITION

- 2.1 The Across the Bridge Foundation, dba Downtown College Preparatory (“Employer” or “DCP”) recognizes the South Bay Educators United/CTA/NEA (“Union” or “SBEU”) as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code Section 3540, et seq.) for all certificated employees including classroom teachers and instructional coaches and excluding all supervisory, managerial and confidential employees, all day to day substitutes, alumni counselors, social emotional counselors, and college counselors.
- 2.2 New certificated positions which are established during the term of this Agreement shall first be reviewed by DCP and SBEU as to their inclusion in the bargaining unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
- 2.3 Any new school(s), new campus or expansion of current schools or campuses of DCP which provide K-12 instruction, either in whole or in part, shall be covered under this collective bargaining agreement as to the positions encompassed within the unit as defined herein.
- 2.4 Unless by mutual agreement between DCP and SBEU, duties and work performed by the bargaining unit described above may not be subcontracted or otherwise transferred out of the bargaining unit.
- 2.5 The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary coverage of unit members.
- 2.6 The Parties agree that DCP may contract out or subcontract for educational specialist positions for which DCP has been unable to hire qualified candidates by July 1st if the position posted is for the following school year, or for which DCP has not received any qualified applicants after 15 days from posting if the position is open during the school year. No unit member will lose their position as a result of contracting out these services.

ARTICLE III – UNION RIGHTS

3.1 Educational Employment Relation Act

SBEU has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with DCP. Except as expressly agreed, nothing in this Agreement shall be construed as a waiver of those rights.

3.2 Access and Communication

Consistent with legal requirements, such as school sign-in procedures, the Union shall have the right to access school sites and use unit member mailboxes and email for communications related to Union activities. Such communication shall not interfere with the instructional programs of DCP or the unit member's assigned duties. The Union shall have the right to post notices of activities and matters of Union concern on a bulletin board located in a mutually agreed-to location.

3.3 Use of School Equipment and Facilities

Consistent with legal requirements and subject to priority use by DCP, SBEU shall have the right to use DCP facilities and non-consumable equipment during non-work time for SBEU purposes specific to members of the DCP community and their CTA representatives. SBEU shall be responsible for reasonable costs relating to their use of DCP facilities and non-consumable equipment. If SBEU wishes to host meetings with external parties, they will complete a Facilities Use Agreement with DCP.

3.4 Union Leave

In addition to leaves granted by the Educational Employment Relations Act (EERA), the Union may request the release of designated unit members from their regular duties for no more than eight (8) release days per year in total for all unit members for the purpose of attending to Union matters. Where reasonably possible, requests for Association Leave should be submitted to DCP at least fourteen (14) days in advance of the scheduled date of leave. The Union shall pay for the cost of a substitute.

3.5 Right to Represent

Unit members authorized by the union, shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances.

3.6 Board Agendas and Minutes

The employer shall provide to the union one copy of the Board agenda in advance of each Board meeting via the Board Mailing List. The designated union representatives shall be e-mailed all non-confidential, non-privileged attachments to the Board agenda.

3.7 Orientation

3.7.1 During employee orientation provided to new bargaining unit members, DCP shall

provide the Union with no less than 45 minutes of uninterrupted time to communicate with the new bargaining unit members. Such time will not be provided at the end of a meeting day unless the parties mutually agree.

- 3.7.2 New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or daily contractual hours.
- 3.7.3 The employer shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by email to designated Union representatives no later than ten (10) calendar days in advance of the orientation meeting(s). In the event the employer is unable to comply with the stated advance notice and provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Union shall be provided as much notice as possible.
- 3.7.4 Administration shall not be present during the Union's orientation time, unless the Union requests specific administrators remain present.

3.8 Access to Information

- 3.8.1 The following new bargaining unit member information shall be delivered to the designated Union representatives in digital Excel format, or in any other mutually-agreed upon digital format no later than thirty (30) days after the date of hire:
 - i. Name
 - ii. Home Address
 - iii. Phone Numbers - work, home and cellular
 - iv. Personal (non-DCP) Email Addresses, if provided by the unit member
 - v. School Site
 - vi. Grade Level/Assignment
 - vii. Date of Hire
 - viii. Seniority Date
 - ix. Full time Equivalent (FTE) status
 - x. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, etc.)
- 3.8.2 On an ongoing basis, once each quarter during the school year, the employer shall deliver to the Union an updated list of all information listed under section 3.8.1 for the entire bargaining unit.

3.9 Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

- 3.9.1 The employer shall notify the designated union representatives and the impacted unit member(s) of any third-party request for unit members' contact information within nine days of receipt of the request. The union and impacted unit member(s) shall have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.

3.9.2 The employer shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, or union membership status.

ARTICLE IV – LEADERSHIP RIGHTS

4.1 Authority to Direct, Lead and Control

- 4.1.1 DCP retains all of its powers and authority to direct, lead and control its operations to the fullest extent of the law except as limited by this agreement.
- 4.1.2 Except as limited by this agreement, DCP has the power, right and authority to adopt policies, rules, regulations and practices in the exercise of its retained rights.
- 4.1.3 This Agreement will not be interpreted or enforced in a manner contrary to applicable laws or regulations or in a manner that will cause a violation or breach of the DCP charters and any agreements, memoranda of understanding with DCP's authorizing school district that are in place as of the ratification of this contract. If DCP's authorizers bring forward a change that affects the working conditions of unit members, DCP and SBEU will meet and come to mutual agreement over the effects. In the event that any article or section of this Agreement is invalid and unenforceable pursuant to this section, DCP and SBEU agree to enter into negotiations promptly regarding the affected article or section.

ARTICLE V – GRIEVANCE & ARBITRATION

5.1 Definitions & General Conditions

- 5.1.1 A grievance is a claim by one or more unit member(s), or the Union, that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.1.2 A “day” is a day in which the unit members are scheduled to work as set forth in this Agreement.

5.2 Right to Representation

- 5.2.1 A grievant may be represented at all stages of the grievance by a Union representative(s). A copy of the grievance will be issued to all affected parties.

5.3 No Reprisals

- 5.3.1 No reprisals of any kind will be taken by the Employer or by any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedures by reason of such participation.

5.4 Informal Procedure

- 5.4.1 Every effort should be made to resolve the grievance informally between the grievant and the manager involved with the object of resolving the matter informally.
- 5.4.2 This discussion must be requested within fifteen (15) days of when the grievant first learned of the facts concerning the alleged violation.

5.5 Level 1: Site Administrator

- 5.5.1 If the grievance was created by a decision of the Senior Leadership Team, the grievant may skip to level 2.
- 5.5.2 If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than five (5) days after the informal conference to the site administrator or designee, detailing the article or articles of the contract allegedly violated and any supporting documents or materials.
- 5.5.3 Within five (5) days after receipt of the written grievance, the site administrator or designee shall meet with the grievant and a union Representative in an effort to resolve the matter.
- 5.5.4 Within five (5) days after the Level 1 conference, the site administrator or designee shall respond to the grievance in writing.

5.6 Level 2: Central Office

- 5.6.1 Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the CEO or designee.
- 5.6.2 Within ten (10) days of receiving the appeal or if the grievance skipped level 1 pursuant to 5.1, the CEO or designee shall meet with the grievant and a union Representative in an effort to resolve the grievance.
- 5.6.3 Within five (5) days of the meeting, the CEO or designee shall respond with a decision in writing.

5.7 Level 3: Mediation

- 5.7.1 If the grievant is not satisfied with the decision rendered at Level 2, the grievance shall be referred to mediation.
- 5.7.2 The union and the employer shall request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.
- 5.7.3 The mediator shall meet with the grievant, the Union and the employer as soon as possible to resolve the grievance.
- 5.7.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the union and the employer. This agreement shall constitute a settlement of the grievance.
- 5.7.5 If the grievant, the union and DCP have not resolved the grievance with the assistance of the mediator, either party may terminate the mediation and the grievance may proceed to level 4.
- 5.7.6 The parties will share any costs associated with mediation equally.

5.8 Level 4: Arbitration

- 5.8.1 Within ten (10) days of the unsuccessful conclusion of mediation at Level 3, the Union may submit the grievance to final and binding arbitration upon written notice to DCP's CEO with a copy of the appeal. The appeal shall include a copy of the original grievance, the decision rendered at Level Two and a clear, concise statement of the reasons for the appeal.
- 5.8.2 The arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons experienced in hearing grievances in TK-12 schools. If the union and the employer cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains
- 5.8.3 If the arbitrator selected cannot be available for hearing within sixty (60) days, the

parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

- 5.8.4 Each party must produce, in response to a request from the other party, all non-confidential or non-privileged documents relevant to the grievance within twenty (20) days of the request. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 5.8.5 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 5.8.6 The jurisdiction of the arbitrator shall be confined to a determination of the facts and an interpretation of the provisions of the contract. The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of DCP. The arbitrator shall render a written decision to all parties as soon as possible after the hearing has concluded.
- 5.8.7 The arbitrator's award shall be final and binding upon the grievant(s), the employer and the union. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), the employer and the union in any subsequent proceedings.
- 5.8.8 All fees and expenses of the arbitrator shall be shared equally by the union and DCP. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.
- 5.8.9 Timelines. Nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing.

5.9 Miscellaneous

- 5.9.1 The grievant and the Union Representative shall be provided with reasonable time to attend any grievance meetings with the employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 5.9.2 Where a grievant is not represented by SBEU, DCP shall furnish to SBEU a copy of the grievance within five (5) days of receiving it. If the grievance is withdrawn without a settlement, DCP shall so notify SBEU within five (5) days of being informed. DCP shall not agree to a final resolution until SBEU has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. SBEU will have five (5) days to provide its views on the matter to DCP. Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with SBEU.
- 5.9.3 It is understood and agreed that nothing herein contained shall prevent either the employer or the union from agreeing to waive one or more steps of the grievance

procedure or from agreeing to submit a grievance directly to mediation or arbitration.

- 5.9.4 The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate confidential file by the Human Resources administrator. No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 5.9.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 5.9.6 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced upon mutual agreement of the parties so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.
- 5.9.7 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.

ARTICLE VI – EMPLOYMENT STATUS

6.1 Probationary Period

Effective July 1, 2022, during the first three (3) years of service with DCP in a regular position, bargaining unit members shall be employed in a probationary status.

Effective July 1, 2023, during the first two (2) years of service with DCP in a regular position, bargaining unit members shall be employed in a probationary status.

Probationary status shall be on an at-will basis.

Unit members serving in regular positions as of July 1, 2022, shall be given credit for complete years of service toward the probationary period.

6.2 Extension of Probationary Period

The CEO may offer a probationary unit member a third year of probationary status in lieu of non-reelection. If the probationary three unit member is non-reelected, notice of nonrenewal must be provided no later than March 1 of the third year of probation. This notice shall be provided in a meeting with the CEO, the unit member, and a SBEU representative.

6.3 Notice of Non-Renewal From Probationary Period.

Probationary unit members shall receive notice of non-renewal of their employment for the subsequent school year by March 1.

6.4 Unit Member Notice of Intent Not to Return

Unit members who do not intend to return to DCP the following school year will notify DCP of their intent not to return no later than February 15.

6.5 Definition of Year of Service

A year of service shall be defined as working in contract paid status (including as a long-term substitute) for two-thirds or more of the number of days in the work year.

6.6 Post-Probationary Employment Rights

With the exception of non-renewal/release for probationary employees, all unit members shall only be disciplined and/or dismissed in accordance with the just cause and progressive discipline provisions of this Agreement, as outlined in the Article concerning Discipline and Dismissal.

6.7 Unit Member Resignation During School Year

Unit members who wish to leave their positions before the end of the school year should have good cause supporting the resignation, and shall file a notice with their administrator at least ten (10) school days before their desired end date.

ARTICLE VII – DISCIPLINE/DISMISSAL

7.1 Discipline or Dismissal for Just Cause

- 7.1.1 No unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause, subject to the limitations specified in Article VI, Employment Status and Article VIII, Evaluation.
- 7.1.2 Discipline shall be consistent with the principles of progressive discipline as specified herein.
- 7.1.3 Discipline shall be imposed as soon as possible after DCP is aware of the conduct giving rise to the discipline and following a reasonable period of time to investigate the matter.

7.2 Confidentiality

- 7.2.1 When imposing discipline, DCP shall maintain confidentiality consistent with legal requirements.
- 7.2.2 When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.

7.3 Investigatory and Disciplinary Meetings

- 7.3.1 When an administrator has a conference with a unit member where it is evident at the time the meeting is convened that the unit member is the focus of a possible disciplinary action, the unit member shall be notified of the purpose of the meeting before the meeting takes place, and that it is the unit member's right to be accompanied and represented by a union representative of the unit member's choice.
- 7.3.2 Where a union representative is not available to accompany a unit member to an investigatory or disciplinary meeting, DCP shall reschedule the meeting to a time that enables the unit member to have a union representative present.
- 7.3.3 At any time a unit member is called to a meeting and realizes that the purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to terminate the meeting until a union representative can be present.
- 7.3.4 A unit member who refuses to continue meeting without a union representative, after it is determined by the unit member that discipline could result from the meeting, shall not be considered insubordinate.

7.4 Paid Administrative Leave

DCP reserves the right to place a unit member on paid leave at its discretion.

7.5 Progressive Discipline

- 7.5.1 Absent egregious conduct, discipline shall be progressive in nature which generally includes the following progression: verbal warning; written reprimand; suspension without pay; and dismissal.
- 7.5.2 Progressive discipline does not necessitate DCP to use a more severe disciplinary action than the preceding action for a repeated offense.
- 7.5.3 Progressive discipline is intended to correct unit member misconduct. As such, all disciplinary action shall include specific recommendations to correct the misconduct.

7.6 Progressive Discipline Steps

- 7.6.1 Verbal Warning. A verbal warning shall be reduced in writing to a post-conference summary memorandum to be retained by the site administrator and may be used, if disciplinary issues continue. The unit member has the right to provide a written response which shall be attached to the memorandum. Such memoranda shall not be included in a unit member's personnel file. Such memoranda shall not be grieved, unless they become a basis for a written reprimand or dismissal.
- 7.6.2 Written Reprimand. A written reprimand may be issued when the verbal warning(s) fail(s) to resolve the disciplinary issue(s). The written reprimand may be included in the unit member's personnel file.
 - 7.6.2.1 DCP may place a unit member on a performance improvement plan either before, after or in conjunction with a written reprimand.
- 7.6.3 Suspension Without Pay. Suspensions without pay may be implemented for up to fifteen (15) days. A short suspension will generally precede a longer suspension and/or dismissal. The salary effects of that suspension shall not be implemented until the suspension has become final, including the conclusion of an investigation and the conclusion of any action taken by the unit member or the Union in accordance with the Grievance and Arbitration Article.
- 7.6.4 Dismissal. Dismissal shall be carried out in accordance with this Article.

7.7 Grounds for Discipline

Grounds for discipline pursuant to this Article are the following:

- 7.7.1 Fighting, violence, or engaging in conduct that is disrespectful or intimidating while on DCP premises, performing DCP work, attending DCP-sponsored events, or acting as a DCP Representative (collectively "DCP Activities").
- 7.7.2 Inappropriate physical contact with a student or students including but not limited to corporal punishment, tugging or pulling on clothing or backpacks, shoving, pushing, pulling or grabbing, throwing objects at students, or shoving objects into students.
- 7.7.3 Dishonesty, including any falsifying or alteration of employment records,

employment information, student records or other School records.

- 7.7.4 Divulging confidential or protected student information including but not limited to student identifying information, student discipline, individual student data, student medical information, and/or student personal information without written permission from DCP.
- 7.7.5 Unsatisfactory performance.
- 7.7.6 Failing to obtain or maintain necessary credentials.
- 7.7.7 Theft or the deliberate or careless damage or destruction of DCP property, or the property of DCP's employees or students or anyone while engaged in DCP Activities.
- 7.7.8 Possession of any firearms or any other dangerous weapons while engaged in DCP Activities, unless with express written permission of DCP.
- 7.7.9 Possession or being under the influence of any intoxicant while engaged in DCP Activities, including alcohol, marijuana, tobacco or controlled substances (unless such substances are supported by a valid prescription).
- 7.7.10 Engaging in criminal conduct while engaged in DCP Activities.
- 7.7.11 Negligent conduct or willful misconduct leading to the endangerment or harm of a DCP student or students.
- 7.7.12 Violation of DCP's Staff-Student Interaction Policy.
- 7.7.13 Excessive and unexcused tardiness and/or absenteeism.
- 7.7.14 Possession of, sharing, viewing or accessing pornographic, explicit, adult or sexually suggestive images or otherwise inappropriate content while engaged in DCP Activities.

7.8 Dismissal Process

- 7.8.1 A written Notice of Intent to Dismiss shall be given to the unit member prior to imposing dismissal from employment, and shall contain the following information:
 - 7.8.1.1 The type and effective date of disciplinary action intended;
 - 7.8.1.2 The reasons for the proposed discipline;
 - 7.8.1.3 A factual summary of the basis for the charges;
 - 7.8.1.4 A copy of all written charges, materials, reports, and/or documents upon which the discipline is based;
 - 7.8.1.5 Notice of the unit member's right to respond, verbally or in writing,

within five (5) working days prior to the proposed discipline being imposed, unless both DCP and the unit member agree to an extended deadline.

- 7.8.2 Following the expiration of this period or upon receiving the unit member's response, whichever happens sooner, the Principal or manager, or their designee shall determine whether to proceed with the Dismissal. If the Principal or manager, or their designee decides to proceed with the dismissal, they will provide a written Notice of Dismissal to be served upon the unit member in person or by electronic mail. The notice may be served by U.S. mail during school breaks or if the unit member is not in active status.
- 7.8.3 The unit member may appeal the dismissal to DCP's Chief Executive Officer ("CEO") by filing the appeal with the CEO within five (5) workdays from the time the Notice of Dismissal is served on the unit member. The appeal must be in writing and before the CEO to present any evidence or testimony to contest the Notice of Dismissal. If the unit member chooses to be accompanied by legal counsel or a union representative at such appearance, the unit member shall bear the cost therein involved. The unit member shall be provided a written decision via email setting forth the CEO's decision regarding the appeal within five (5) workdays of the CEO meeting with the unit member or being notified that the unit member does not wish to personally appear. The CEO's decision to terminate must include the unit member's right to grieve the decision at level 4, arbitration, per the Grievance and Arbitration Article in this Agreement.
- 7.8.4 Unit members may appeal the CEO's decision on dismissal appeal directly to level 4, arbitration, within five (5) workdays of receiving the written decision via email.

7.9 Right to Grievance

Except as set forth in this Article, all discipline up to and including dismissal is subject to the Grievance and Arbitration Article in this Agreement.

7.10 Access and Response to Critical Material in Personnel Files

- 7.10.1 There shall be a single official personnel file for each unit member. This file shall be kept in the central administrative office of the employer.
- 7.10.2 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and as permitted by law. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in their review of the file.
- 7.10.3 All material relating to discipline placed in a unit member's personnel file shall be dated and shall identify the person who caused the material to be prepared.
- 7.10.4 Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, their own comments. Such review

shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

- 7.10.5 When DCP receives a written complaint from a parent, student or another DCP employee, the following conditions shall apply:
 - 7.10.5.1 The complainants shall be asked to attempt to informally resolve such complaints with the involved unit member unless in the opinion of DCP the meeting should not take place (such as for safety or legal concerns).
 - 7.10.5.2 If the complaint is not resolved informally and DCP determines that further action is necessary, DCP shall investigate the complaint further. At the discretion of DCP based upon relevant circumstances, the unit member may be furnished a summary of material allegations contained in any complaint prior to being interviewed by DCP. Any document resulting from a complaint (e.g., findings, discipline, etc.), shall not be placed in the personnel file unless the unit member is provided a copy of all documents to be entered into the personnel file and the unit member is provided a reasonable opportunity to attach a reply.
 - 7.10.5.3 If the complaint results in disciplinary action, the processes required in this Article shall apply.
- 7.10.6 Unit members shall be given copies of any conference memos, written reprimands, and any material placed in their personnel file.
- 7.10.7 All disciplinary documents shall be removed from the unit member's personnel file after the passage of three (3) years without a recurrence of the same or similar conduct.

ARTICLE VIII - EVALUATION

8.1 Evaluation Committee

- 8.1.1 Within three (3) months of the ratification of this Agreement by both parties, SBEU and DCP will form an evaluation committee (Committee) to form recommendations for consideration between the parties to modify the current evaluation framework (See Employment Handbook June 2022). The Committee's final proposal shall be subject to ratification by both parties; and, upon ratification, shall be added to this Agreement. The scope of this committee will be to review and make recommendations to both parties' bargaining teams for the following:
- 8.1.1.1 Compile research on best practices for evaluations, including equity issues associated with merit-based pay.
 - 8.1.1.2 Compare best practices to current DCP procedures for evaluation.
 - 8.1.1.3 Create, administer, and evaluate the results of a survey for SBEU teachers and DCP administration about the values and preferred design of evaluative practices and process.
 - 8.1.1.4 Review and adapt:
 - a. The tool/rubric for evaluation
 - b. The types of activities expected in evaluation
 - c. The way in which a summative evaluation is produced
- 8.1.2 The Committee's recommendation will be presented and preferably ratified within one (1) year of the first meeting of the Committee. The evaluation framework and any necessary changes shall go into effect for the fiscal year following ratification.
- 8.1.3 In the event a unit member has not received a written notice of a major performance deficiency and an opportunity to improve in the first ninety (90) instructional days of the school year, no such unit member shall be disciplined or dismissed based solely on a unit member's Summative Evaluation. A unit member failing to perform satisfactorily may be disciplined or dismissed only as set forth in Article VII, Discipline/Dismissal.
- 8.1.4 The Committee shall be made up of bargaining unit representatives, to be appointed by South Bay Educators United, and management representatives, to be appointed by DCP. Neither team shall have more than six (6) members. The parties may change the makeup of their respective team at their discretion throughout the process.
- 8.1.5 The Committee shall work in good faith to make recommendations for a mutually acceptable evaluation framework consistent with DCP's mission and values. This work shall operate under the following set of principles:
- 8.1.5.1 Evaluation should be collaborative and growth-based.
 - 8.1.5.2 Written evaluations are valuable evidence of performance and growth for both the employee and the Employer.

8.1.5.3 Evaluation will reflect a commitment to fostering diverse teaching and learning styles.

ARTICLE IX – LEAVES OF ABSENCE

9.1 Paid Sick Leave

9.1.1 Eligibility

All unit members are eligible to receive paid sick leave (“PSL”) as set forth herein.

9.1.2 Allotment & Carryover

Unit members will be allotted 6 days or 48 hours (whichever is greater) of PSL on their first day of employment and on the first day of the school year each year thereafter, for use during the following 12-month period. Unused PSL will accrue up to a cap of 12 days or 96 hours per year. Unused PSL will carry over from year to year subject to this cap.

9.1.3 Use of PSL

9.1.3.1 Unit members may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the unit member or the unit member’s family member. For purposes of this policy, “family member” means a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling of either the unit member or the unit member’s spouse or domestic partner. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the unit member or the unit member’s spouse or domestic partner.

9.1.3.2 Unit members may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

9.1.4 Limits on Use

9.1.4.1 PSL may be taken in minimum two (2) hour increments. If a unit member absents themselves from work for part or all of a workday for a reason covered by this policy, they will be required to use any available accrued PSL to make up for the absence.

9.1.4.2 Unit members who take more than three days of PSL in a row may be asked to provide a doctor’s note.

9.1.5 Requesting PSL

9.1.5.1 Planned Sick Leave. Unit members should submit notice of the need for sick leave as far in advance as possible. If not foreseeable, the unit members must provide notice as soon as practicable.

9.1.5.2 Unplanned Sick Leave. Unit members who are unable to report to work

must call the person designated at their site for emergency absence calls as soon as practical, but no less than one (1) hour before the scheduled starting time. If it is not possible to call in one (1) hour before the unit member is scheduled, the unit member must call in as soon as possible. If the unit member is unsuccessful in reaching the designated person, the unit member must try to reach a member of the Site Management Team. This call-in procedure must be repeated each day of absence unless other arrangements are made in advance.

9.1.6 Integrating Sick Leave With Other Benefits

Sick leave may run concurrently with any other leave where permitted by applicable law.

9.1.7 Paying Sick Leave

DCP does not allow unit members to use sick leave that has not yet been allotted or to gift their sick leave to another unit member. Sick leave is not considered as time worked when computing overtime.

9.1.8 Termination

Unused PSL will not be paid out upon termination.

9.1.9 No Discrimination or Retaliation

DCP prohibits discrimination or retaliation against unit members for using their PSL

9.2 **Discretionary Time Off**

9.2.1 Accrual

9.2.1.1 Eligible unit members who work less than a twelve month schedule accrue sixteen (16) hours of DTO per work year, divided evenly by pay period. Eligible unit members who work a twelve month schedule accrue twenty (20) hours of DTO per work year, divided evenly by pay period. DTO does not accrue for any month in which a unit member is not paid by DCP. Part-time unit members shall accrue DTO prorated to their FTE status. A unit member who is out on an unpaid leave of absence will not accrue DTO for the duration of the leave.

9.2.1.2 If unit members do not use all of their accrued DTO by the end of the work year, accrued but unused DTO may be carried forward into the next school year and the unit member will continue to accrue DTO until the unit member reaches the "Maximum Accrual Cap." Once the unit member reaches the "Maximum Accrual Cap" unit members will stop accruing until the unit member uses DTO and their balance falls below the maximum allowed. Employees may not accrue DTO beyond the "Maximum Accrual Cap" and will not be compensated for accrual

beyond the maximum accrual cap. The “Maximum Accrual Cap” is 1.5 times the unit member’s annual accrual.

9.2.2 Use

9.2.2.1 DTO may be used for personal reasons or illness.

9.2.2.2 Unit members must use DTO in one (1) hour increments

9.2.2.3 Planned Time Off. Unit members wishing to take DTO should submit a Time Off Request to the unit member’s manager for approval. Approval of the request will depend upon operational needs and staffing requirements

9.2.2.4 Time Off Requests for more than five (5) days should be submitted at least ten (10) work days in advance of the need for time off.

9.2.2.5 If several unit members request the same day(s) off and multiple requests cannot be accommodated, the first request approved will have priority.

9.2.2.6 Unplanned Time Off. Unit members who use DTO for unplanned reasons must call the person designated at their site for emergency absence calls as soon as practical, but no less than one (1) hour before the scheduled starting time. If it is not possible to call in one (1) hour before the unit member’s scheduled start time, the unit member is expected to call in as soon as they are able. If the unit member is unsuccessful reaching the designated person, the unit member must try to reach a member of the Site Management Team. This call-in procedure must be repeated each day of absence unless other arrangements are made in advance.

9.2.3 Borrowing Against Future DTO.

Unit members may not use DTO before it has accrued.

9.2.4 Paying DTO.

DCP pays DTO at the unit member’s base rate of pay at the time the DTO is used, excluding overtime or any special compensation such as incentives or bonuses.

9.2.5 Integration of Benefits.

If DTO is integrated with other benefits, the unit member will never be paid in excess of 100% of the unit member’s base pay. If the unit member is eligible for State Disability Insurance or Workers’ Compensation Insurance, the unit member is responsible for filing promptly for those benefits. DCP will estimate the amount of other benefits and will calculate how much DTO to integrate. Employees must inform HR promptly if DCP’s estimate of the unit member’s other benefits is inaccurate.

9.2.6 Separation.

Accrued unused DTO will be paid out upon a unit member's separation from employment.

9.3 **Discretionary Unpaid Leave of Absence**

9.3.1 Eligibility.

Under special circumstances, unit members who have completed one (1) year of employment and who have exhausted all accrued DTO may be eligible for a discretionary unpaid personal leave of absence. Unpaid personal leaves of absence are granted only for the most compelling reasons and are at DCP's complete discretion.

9.3.2 Benefits During Leave.

Unit members on leave will not be entitled to an allotment of sick leave or accrual of DTO. If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave provided the unit member pays the appropriate premiums up to a maximum of six months.

9.3.3 Return to Work.

Unit members granted an unpaid leave of absence must return to active work by a designated date or within a specific period. Failure to do so will be considered a voluntary resignation except as otherwise required by law.

9.3.4 Limitation on Rights of Continued Employment.

DCP's grant of an unpaid discretionary leave of absence does not entitle unit members to greater rights to employment than if they had remained continuously employed.

9.4 **Bereavement Leave**

9.4.1 Unit members shall be provided up to five (5) days per year paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member as defined in Article 9.1.3.1 or other family member or member of the unit member's household.

9.4.2 Unit members who need bereavement/funeral leave should notify DCP's Human Resources department and their supervisor, who must arrange work coverage.

9.4.3 Bereavement/funeral leave is in addition to other paid time off benefits.

9.5 **Jury Duty/Witness Leave**

Full time non-exempt unit members may take up to four (4) days of paid leave within a

rolling twelve-month period for jury duty or to appear as a witness in response to a subpoena in a matter not related to DCP. Exempt unit members shall be paid for jury duty and witness leave unless they perform no work in the workweek. Exempt unit members who work less than a twelve-month calendar are encouraged to postpone a summons to perform jury duty to the summer period in order to minimize disruption to the learning environment. Unit members should notify DCP's Human Resources and their manager and provide a copy of the subpoena or jury summons in advance of taking jury duty and witness leave. If unit members serve as a juror or a witness, they are expected to report for work during any periods of recess or on a day when they are dismissed in time to return to work. DCP reserves the right to reduce a unit member's regular pay by the amount of compensation they receive from other sources for serving on a jury or acting as a witness.

9.6 Statutory Leaves

9.6.1 DCP shall provide unpaid leave as provided by applicable law which may include the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the Pregnancy Disability Leave (PDL) Law, and any other current or future applicable laws. All terms/conditions of these leaves shall be consistent with legal requirements and as enumerated in the Agreement. To the extent that this Agreement provides greater family or medical benefits, those benefits shall take precedence.

9.6.2 Pay During Such Leaves

9.6.2.1 Unit members shall be entitled to disability benefits pursuant to the terms of an applicable DCP benefit policy or other paid leave benefits provided by the State of California.

9.6.2.2 DCP shall offer forty (40) work days of differential pay (the difference between the unit member's regular salary and the average cost of a substitute) to members who are on a parental leave. This provision shall sunset on June 30, 2025, unless extended by the parties.

9.6.3 Unit members may use accrued paid DTO during an otherwise unpaid period of leave during such leaves.

9.6.4 As provided by law, a unit member on leave shall be entitled to return to their same position held immediately before commencement of the leave or a substantially similar position if the same position is not available.

9.7 Immigration and Citizenship Leave

Upon written request, a unit member shall be released for up to ten (10) working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence. This time off shall be unpaid but unit members may use accrued DTO.

ARTICLE X – WORK YEAR/HOURS OF EMPLOYMENT

10.1 Work Year

10.1.1 Teachers and Ed Specialists: Teachers and Ed Specialists will work 192 days per year including 180 instructional days, 4 site-based professional development days, 4 all-org professional development days, and 4 teacher preparation days. New staff in their first year at DCP will work up to an additional 5 days for professional development, to be paid at their daily rate.

10.1.2 Instructional Coaches: Instructional Coaches will work 220 days per year.

10.1.3 Classroom Changes. If a teacher must move their primary classroom, the teacher shall be given a stipend of \$500.

10.1.4 Negotiations: The parties agree to begin negotiations by February 15 of each year and negotiate in good faith in sufficient time to reach agreement on the school calendars by April 15.

10.1.4.1. The parties may agree to up to three years of calendars.

10.2 Work Hours

10.2.1 Unit members shall not be required to be on campus for more than 40 hours a week, excluding the exceptions noted in Section 10.5 and 10.6 of this article.

10.2.2 Unit members are expected to be physically present during staff development or meetings as scheduled but not to exceed 8 hours of professional development or meetings in a workday.

10.2.3 Unit members are expected to be physically present at DCP scheduled events as specified in this article.

10.2.4 Meal Break. Unit members will have at least a 30-minute duty-free meal period each work day. Unit members may volunteer for lunch duty and shall be compensated at their hourly rate. In the event of an emergency or during inclement weather all teachers will be compensated at their hourly rate to provide in class supervision.

10.3 Schedule and Workload

10.3.1 Bell Schedule The bell schedule shall be determined by each school's site leadership team and shall be confirmed by DCP management and SBEU.

10.3.2 Each full-time classroom teacher will have one preparation period within the master schedule and shall have a minimum of 400 minutes of prep time per week, which will be prorated for weeks less than 5 days. Preparation time shall be used at teacher direction to meet the teacher's professional duties including planning, evaluating student work, and IEP and 504 meetings as scheduled.

- 10.3.3 Ed Specialists will create their own weekly schedule subject to DCP approval depending on student needs and the master schedule.
- 10.3.4 Instructional Coaches will create their own weekly schedule subject to DCP approval.
- 10.3.5 DCP and part-time unit members shall mutually agree on a schedule.
- 10.3.6 Full-time unit members who do not have a full instructional schedule or caseload may be assigned to additional duties that meet the operational needs of DCP or, alternatively, the parties may mutually agree that the member may work part-time or be offered part-time positions. Additional duties will be listed clearly and presented to the unit member at the start of each term.
- 10.3.7. High School Course Load: Unit members shall not be required to teach more than 3 different courses (including advisory) per term. Teachers shall not be required to teach courses they are not credentialed for. Teachers shall be paid a stipend of \$2000 for each term that they teach 4 different courses.
- 10.3.8 Middle School Course Load: Unit members, excluding enrichment teachers, will not be required to teach more than one grade level per year. Teachers shall be paid a stipend of \$2,000 for each term that there are violations of this article.
- 10.3.9 Active Supervisory Time. Unit members shall not be required to conduct student supervision duties more than 30 minutes per week. Schedules will be developed by DCP with input from unit members.

10.4 Staff Meetings and Professional Development

- 10.4.1 Collaboration time shall be teacher-directed time during which unit members shall engage in planning and collaboration. Professional Development providers will ensure that 50% of Wednesday PD time is teacher-directed time. This limit will not apply to the-all organization professional development and teacher prep days guaranteed in Section 10.1.1 of this Article.
- 10.4.2 With the exception of professional development days outlined in Section 10.1.1, Professional development days will take place on Wednesdays. No more than 25% of Wednesday PD days will be devoted to all-organization professional development which will be facilitated PD.
- 10.4.3 Upon mutual agreement between DCP and a unit member, unit members may attend outside professional development opportunities. As resources allow, DCP will pay for necessary expenses related to participation in these professional development meetings.
- 10.4.4 Unit members may propose agenda items for staff meetings and professional development. Agendas for staff meetings and professional development must be distributed at least 24 hours in advance.
- 10.4.5 DCP will seek input from unit members regarding Professional Development.

10.5 Meetings/Special Events.

- 10.5.1 Unit members will attend the following meetings and special events, which may be in addition to the forty (40) hour on-site work week
 - 10.5.1.1 Family-Teacher Conferences
 - 10.5.1.2 Back to School Night, Open house, and Showcases
 - 10.5.1.3 Three additional out-of-school obligations of the teacher's choosing, such as athletics events, graduation, Honor Roll and Awards Nights, Class Events, academic or social competition, college trips, enrichment opportunities, student performances, interview panels, etc.
- 10.5.2 Any other requirements not listed in this Article shall be subject to negotiation with the union.
- 10.5.3 Student Intake/Re-entry meetings, IEP meetings, SST and 504 meetings shall be scheduled during the workday whenever possible and a substitute shall be provided when necessary. If the meeting must be scheduled after the regular school day in order to accommodate the schedule of a student's family, the unit member shall receive their hourly rate of pay.
- 10.5.4 Upon agreement of the teacher, additional events, meetings or professional development beyond these items may occur with either substitute coverage or additional compensation.
- 10.5.5 Full-time unit members who are teachers of record will provide sixty (60) minutes of tutoring/office hours per week, according to a schedule to be approved by DCP.

10.7 Class Coverage Pay

- 10.7.1 On occasion, site admin may request unit members to cover a class when there is no available qualified substitute or qualified non-unit staff member. Coverage includes splitting up a class between two (2) or more unit members.
- 10.7.2 Volunteers will be sought first before assignment of a unit member.
- 10.7.3 Assignment of unit members for coverage shall first be done on a volunteer- basis, followed by a rotating basis based on a schedule determined by DCP, with input from unit members which will include all eligible staff on campus.
- 10.7.4 Unit members who are assigned to cover a class period during their conference/preparation period shall be paid \$80 per period.
- 10.7.5 Any unit member can be called upon to provide coverage when necessary and will be obligated to cover the assigned period.

ARTICLE XI – ASSIGNMENTS AND VACANCIES

11.1 Definitions

11.1.1 A teaching assignment is defined as the following:

11.1.1.1 Middle school teachers: grade level and content area for which they have a credential.

11.1.1.2 High school teachers: content area, and class

11.1.2 A caseload assignment shall be made in accordance with the Class Size and Caseload Article.

11.1.3 A “Re-assignment” is the change of the unit member’s final assignment after the first day of instruction.

11.1.4 A teaching “Transfer” is a move from one campus to another.

11.1.5 A “Vacancy” is any position at any time that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

11.2 Assignments

11.2.1 Teachers

11.2.1.1 On or before May 15 of each year, the Employer shall provide each department (for high school) or grade level (for middle school) with the preliminary list of classes for the following year.

11.2.1.2 Unit members will have the opportunity to provide DCP with their teaching assignment preferences prior to June 1.

11.2.1.3 Unit members shall be notified of their preliminary assignments for the next school year on or before June 15.

11.2.1.4 Unit members shall be notified of their final assignments for the next school year one month prior to the start of school.

11.2.2 Education Specialists

11.2.2.1 Ed Specialists shall be notified of their preliminary grade level(s)/ caseload assignments for the next school year on or before June 15.

11.2.2.2 The caseload for Ed Specialists will adhere to the terms listed in the Class Size and Caseload Article.

11.2.3 Instructional Coaches

- 11.2.3.1 Instructional coaches shall be assigned to a content area (STEM or Humanities) and either high school or middle school. Instructional coaches shall be assigned to support unit members according to staffing needs. To the extent possible, assignments will prioritize placing instructional coaches with unit members in aligned credential areas.
- 11.2.3.2 DCP may change instructional coaches' assignments during the school year as necessary based on changes to enrollment, programmatic changes or staffing needs.
- 11.2.4 Final assignments for each academic year shall not be changed except as specified in Section 11.3 of this article.

11.3 Reassignments

- 11.3.1 A unit member may request a reassignment or apply for a position at another DCP school site at any time when a vacancy exists. The Employer shall follow the procedures in Section 11.4, Vacancies, of this Article when a unit member requests a transfer or reassignment.
- 11.3.2 DCP may change unit members' assignments during the school year as necessary based on changes to enrollment, programmatic changes or staffing needs.
 - 11.3.2.1 Reassignments can only take place at the start of a new semester.
 - 11.3.2.2 In the case of a mid-semester reassignment, DCP will either:
 1. Provide the reassigned teacher with at least the first unit's plans and two release days; or
 2. Provide teachers with a \$500 planning and materials stipend.

11.4 Vacancies

- 11.4.1 Upon knowledge of unit member vacancies and for all vacant unit member positions, DCP shall advertise vacant positions internally and shall notify all unit members via email a list of vacancies as they become available. The list shall contain:
 - 11.4.1.1 A job description
 - 11.4.1.2 Credentials and minimum qualifications necessary to meet the requirements of the position.

11.5 Classroom Assignments

- 11.5.1 To the extent reasonably possible, teachers shall stay in the same classroom(s) each year. When possible, if a teacher must change a classroom(s) for the following school year, they will be notified by the end of the school year. This provision will not apply in the event that DCP must move teachers due to relocation imposed by

external parties or events.

11.5.1.1 Teachers will have the option to request a classroom transfer for the following school year by June 1.

11.5.2 Teachers will be notified of their primary classroom assignment for the following school year by June 15.

11.5.3 Unit members shall have access to their classroom(s) beginning on August 1 of each school year.

11.5.4 Instructional coaches shall have a dedicated workspace at one of the school sites for which they are assigned.

11.5.5 Education Specialists shall have a dedicated workspace at each school site.

11.6 Interview Panels

11.6.1 No fewer than two (2) unit members shall be invited to serve on any interview panel to fill vacancies for SBEU positions.

11.6.1.1 In cases when interview panels are taking place during the school day, teachers will receive coverage when serving on a panel.

11.6.2 Participation in the interview panel is voluntary but may count towards the “after school obligation” as described in the Work Year/Hours of Employment Article not subject to additional stipend.

ARTICLE XII – SALARY & COMPENSATION

12.1 Until the Evaluation Committee’s final proposal is ratified and added to this Agreement, DCP’s current evaluation system and any evaluation-related salary increases shall continue in full force and effect.

12.1.1 Unit members shall receive raises dependent on the pathway they are placed into for the 2021-2022 and 2022-2023 school years.

12.1.2 During the 2022-2023 and 2023-2024 school years, teachers who are evaluated as highly effective shall not be required to complete an action research project, but shall instead be given one of the following options to demonstrate their professional growth:

12.1.2.1 Create a portfolio of professional growth, which could be an action research project or a reflection on their professional learning; or

12.1.2.2 Plan and facilitate at least two professional development sessions, either during an all-organization professional development session or a site-based professional development session:

12.2 Effective as of the first day of the 2022-2023 school year, all unit members shall receive a cost of living increase of four percent (4%) of their base salary for that year. A subsequent cost of living increase of three percent (3%) will go into effect as of the start of the 2023-2024 school year.

12.3 The following one-time longevity stipend dependent on their length of service to DCP will be received in the 2022-2023 school year, which will be paid in two equal installments in the last pay period of each term:

Years at DCP	Longevity Stipend
3-4	\$2,000
5-8	\$3,000
9+	\$3,500

ARTICLE XIII – HEALTH & WELFARE BENEFITS

13.1 Eligibility

13.1.1 Bargaining Unit Eligibility for Health and Welfare Benefits

Eligible unit members are those active unit members who regularly work thirty (30) hours a week or more, or such unit members on paid leaves receiving their regular salary, or unit members on unpaid leaves as required by law.

13.1.2 Eligible Dependents

Eligible dependents are:

13.1.2.1 A unit member's legal spouse, registered domestic partner, or unregistered domestic partner who is not legally married to another individual.

13.1.2.2 For medical benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday, is not covered for benefits as an employee, or is not on active duty as a member of the armed forces.

13.1.2.3 For dental and vision benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday.

13.1.2.4 To the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

13.1.2.5 For the purpose of this section, filing a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. It also allows Declarations to be filed by opposite sex domestic partners where one

or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

13.1.3 Effective Date and Termination of Coverages

- 13.1.3.1 Members become eligible for benefits upon the first day of hire or date of transfer to a benefit eligible position.
- 13.1.3.2 Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later, to the extent permitted by law.
- 13.1.3.3 A unit member having established eligibility for employer- paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position.
- 13.1.3.4 Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
- 13.1.3.5 For purposes of beginning or terminating coverage, unit members who are on an approved paid leave or an unpaid leave as required by law shall continue to receive coverages provided for under this Article.
- 13.1.3.6 If a unit member does not enroll for coverage for self and eligible dependents under a DCP-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty (30) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period each year.

13.2 Medical Benefits Plans

DCP shall provide at least two medical benefit plans, including a "Base Plan" option which meets the minimum essential coverage required by law to eligible unit members and eligible dependents.

13.3 Dental Benefits Plan

DCP shall provide at least one dental benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

13.4 Vision Insurance

DCP shall provide at least one vision benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

13.5 Employer Contribution: Medical, Dental and Vision

13.5.1 In the 2022-2023 school year DCP will contribute the following each month towards a unit member's selected Plan.

Health Plan	DCP Contribution
Employee	\$497.28
Employee + Spouse or DP	\$1,017.72
Employee + Child(ren)	\$930.98
Employee + Family	\$1,364.69

Dental Plan	DCP Contribution
Employee	\$56.47
Employee + Spouse or DP	\$75.90
Employee + Child(ren)	\$77.27
Employee + Family	\$92.67

Vision Plan	DCP Contribution
Employee	\$7.38
Employee + Spouse or DP	\$9.60
Employee + Child(ren)	\$10.36
Employee + Family	\$13.14

13.5.2 DCP's required contribution for the Health, Dental, and Vision Plan shall each increase five percent (5%) each year.

13.5.3 In the event that a unit member selects a plan option that exceeds the cost of DCP's contribution, then the unit member shall pay the difference between DCP's required contribution and the cost of the selected plan option.

13.5.4 DCP shall contribute \$1000 annually to the unit member's HSA account. DCP shall allow unit members to keep any DCP contribution amounts left in their HSA when they leave DCP.

13.6 Additional Insurance

Full-time eligible unit members will also be covered under an insurance policy that includes Basic Life/Accidental Death and Dismemberment Insurance, Long-term Disability Insurance, and Short-term Disability Insurance at no cost to the unit member. DCP may offer additional insurance plans that will be the unit member's responsibility to purchase and pay for.

13.7 Flexible Spending Accounts

DCP will offer a Flexible Spending Account that includes both health care and dependent care. Unit members who participate in the HSA plan will not be eligible for a Flexible Spending Account for healthcare.

13.8 General

13.8.1 The benefits described in Sections 13.2, 13.3 and 13.4 are governed by the official plan documents associated with each benefit plan.

13.8.2 In advance of the beginning of the plan year which commences on January 1 of each year, employees may participate in open enrollment to change their benefit plan. Open enrollment is the only time of year that an employee may change their health benefit carrier. An employee may add or remove dependents during the contract year pending an IRS approved qualified event (e.g., pregnancy, death of a dependent, divorce, marriage). DCP will provide advance notice of the open enrollment period to the extent possible. DCP will provide at least one benefits presentation for unit members during work time.

13.9 State Disability Insurance

All unit members are enrolled in California State Disability Insurance (SDI).

13.10 California State Teachers Retirement System (STRS)

Unit members will be enrolled in STRS or may continue in the Public Employee Retirement System (PERS) if already enrolled in PERS to the extent permitted by law.

Unit members shall also have the option to participate in the CalSTRS Pension plan.

ARTICLE XIV – HEALTH & SAFETY

14.1 Safe and Clean Facilities

As required by applicable law, DCP shall provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. As required by applicable law, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

14.2 Clean Water and Sanitation

Each school site shall have access to potable water. Each school bathroom shall have soap at all times. Classrooms should have access to basic health supplies such as tissues, hand sanitizer, first aid kit and disinfectant materials.

14.3 Report on Unsafe or Hazardous Conditions

Unit members shall be required to report to their Principal or designee as soon as possible any unsafe or hazardous condition that they reasonably believe may have a detrimental effect on the health, safety, or well-being of students, employees or other persons including any alleged violation of the requirements set forth in this Article. The unit member shall follow this report by submitting a written report to their Principal or designee within one (1) workday. These reports may be made by the Union on behalf of any unit member(s). Unless mitigating circumstances prevent it or it must be addressed by a third party, DCP shall respond to the report with its initial plans to eliminate or correct any unsafe or hazardous conditions within five workdays and take reasonable steps to rectify any unsafe or hazardous condition that may have a detrimental effect on the health, safety or well-being of students, employees or other persons within fifteen days of receiving the written report. Upon correction of unsafe or hazardous conditions, DCP shall notify the reporting unit member or the Union that the unsafe or hazardous condition has been rectified. Before any grievance may be filed under this Agreement, DCP must be given written notice addressed to the Principal or designee of the school site and 48 hours or two workdays, whichever is later, to cure.

14.4 Vehicle Use

When unit members are required to use their personal automobile during work time, and in the case of an accident, the driver's insurance shall be primary and DCP's will be secondary. No unit member shall be required to transport students in their personal vehicle. No unit member shall transport students in their personal or other vehicle without express written permission from DCP. All vehicles owned or rented by the school must be properly maintained and safe to drive. Unit members shall not be required to drive a vehicle that they believe is unsafe or is not legal to drive.

14.5 Infectious or Contagious Disease.

14.5.1 Unit members shall report any suspected infections or contagious disease that the unit member reasonably believes endangers staff or student safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member(s) shall be notified regarding the nature of the suspected disease and the

steps taken by the Employer to protect the safety of the unit member(s) and students provided that such a notification is in compliance with student privacy rights.

14.5.2 DCP shall follow all County and/or State Health Department directives and guidelines in the event of an epidemic or other public health emergency.

14.6 Emergency Closure

14.6.1 DCP may close a school site(s) due to an emergency situation, including but not limited to natural disaster, quarantine, or government order.

14.6.2 DCP shall close any school site(s) that are subject to a Public Safety Power Shutoff.

14.6.3 The employer shall close any school site(s) located in an area with an Air Quality Index value, as measured by the Environmental Protection Agency, of 201 or higher. The employer may, at its discretion, close any school site(s) located in an area with an Air Quality Index value, as measured by the Environmental Protection Agency, between 151-200 (inclusive).

14.6.4 In the event of a closure, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, DCP shall negotiate the scheduling of any required make-up days with the Union.

14.7 Emergency Supplies

DCP shall provide each classroom and major work area with first aid kits containing basic first aid supplies. DCP shall also provide at each school site equipment and supplies outlined in each school's site safety plan.

14.8 Health Care Procedures

No unlicensed unit member shall be required to provide specialized healthcare procedures, including administering medication.

14.9 Notification of Student Health Issues

DCP shall notify a unit member when a student in the unit member's class has a serious health issue that requires accommodations or considerations that the student may need as a result. DCP will also provide all necessary training related to the serious health issue.

14.10 Communication Equipment

Each unit member shall have access to a DCP walkie-talkie, phone, or alternative audio telecommunications device that shall enable the unit member to contact the main office and/or school administration. DCP shall ensure that all devices function properly and shall provide sufficient training for all unit members on the use of the provided devices.

14.11 Utilities

If the water and/or electricity is out for more than 2 hours, students and unit members

affected by the outage shall be dismissed.

14.12 Temperature

No unit member shall be required to work in a regular classroom that is colder than 59°F or warmer than 82°F.

14.13 Lactation Facilities

DCP shall provide a space for unit members to express breast milk as required by law. This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public while being used by unit members for expressing breast milk, shall have a lock, shall be clean, and shall have electricity. DCP shall also provide access to running water and a refrigerator.

14.14 Engagement with Law Enforcement

14.14.1 Unit members shall not inquire about or record a student's or a family member's immigration status and, pursuant to the Family Education Rights and Privacy Act ("FERPA"), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. DCP shall provide training for unit members on how to appropriately respond to ICE agents or other law enforcement should they request entrance to the school facilities or grounds or request information about students.

14.15 Student Safety Concerns

Unit members who reasonably believe their safety, or the safety of other students, is endangered by a student's behavior should refer such students to the site Principal or designee. Prior to returning the student to that unit member's class, the Principal shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

14.16 Immediate Report of Assault

Unit members shall immediately report any alleged assault suffered by the unit member in connection with their employment to their immediate supervisor and may report the alleged assault to the appropriate law enforcement. DCP shall release the unit member from duty without loss of pay or benefits if the unit member is required to make a statement to law enforcement or appear in court in connection with the alleged assault. DCP shall take no action to retaliate against the unit member for making a report of an alleged assault to law enforcement.

14.17 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person. The employer will provide training to unit members in de-escalation techniques.

14.18 Disruptive Person on Campus

Unit members must report disruptive persons on campus to the appropriate DCP site administrators, who shall take appropriate action to eliminate such disruption.

14.19 Physical and Emotional Safety

- 14.19.1 As required by law, DCP shall provide a safe workplace and shall provide training to prevent sexual harassment as required by law.
- 14.19.2 Any verbal assault or abusive conduct upon a member by either students or adults shall be reported promptly to the site principal or appropriate administrator. The report shall contain the member's name, the date, and the location of the assault or conduct, a description of the assault or conduct, and the name of the person(s) making the assault or conduct, if known.
- 14.19.3 The site principal, appropriate administrator, or designee will respond within two workdays to the unit member. The response may include, but is not limited to: a determination that the conduct complained of does not rise to the level of a verbal assault or abusive conduct, an affirmation that an investigation will be conducted, the initiation of a restorative process, and/or the offering of additional logistical strategies to de-escalate the conduct or conflict. If DCP determines that the conduct complained does not rise to the level of verbal assault or abusive conduct, the unit member shall have five days to submit additional facts or evidence for reconsideration.

ARTICLE XV – TECHNOLOGY, RESOURCES AND FACILITIES

15.1 Definition

In this context, the topic technology and resources refers to any materials a unit member uses to facilitate their duties.

15.2 Materials

15.2.1 DCP agrees to provide unit members with necessary supplies and equipment to prepare and deliver instruction. At a minimum, DCP will provide unit members with a personal laptop computer for professional use and reasonable personal use, internet access on campus, and access to a functional printer and copier with adequate paper supply on campus.

15.2.2 At a minimum, each classroom will be provided with a projector and speakers.

15.2.3 Each year, DCP shall provide each unit member with a \$250 budget for classroom materials and/or supplies. Purchases shall have prior approval from site principals. Purchased items will be the property of DCP.

15.2.4 If a unit member does not have access, after following appropriate site processes to gain access, to the necessary supplies, equipment and technology described in this section, the unit member shall notify their principal in writing. No grievance may be filed over DCP's alleged failure to comply with this Article unless DCP has been given such advance written notice and a reasonable time, of no more than 10 work days, to cure or commence reasonable efforts to cure the issue.

15.3 Damaged Property

15.3.1 Unit members shall not be responsible for school property that is damaged or destroyed through ordinary wear and tear. Unit members shall also not be responsible for property that is lost, stolen, or damaged through no fault of the unit member.

15.3.2 Technology Training. DCP will provide training for all unit members on required software and technology.

15.4 Adequate Staff Facilities.

DCP shall provide adequate facilities for staff at all campuses.

15.4.1 All high school lab science classrooms shall be equipped with a sink.

15.4.2 DCP shall make reasonable efforts to minimize travel between classrooms and/or sharing of classrooms within each campus.

15.4.3 DCP shall provide a faculty lounge for staff use only at all campus facilities.

15.4.4 DCP shall provide a secure, locked location for the storage of staff property at all

campus facilities. This location may be a locking drawer or cabinet.

15.4.5 DCP shall provide at least one gender neutral restroom at each school.

ARTICLE XVI– CLASS SIZE & CASELOAD

16.1 Class Size

16.1.1 Class size shall be defined as the number of students on a teacher’s class roster.

16.1.1.1 Students who are DCP “no-shows”, defined as students who never attend school during the term, will be excluded from the teacher roster count.

16.1.2 In assigning students to classes, the following shall apply:

16.1.2.1 Middle school and high school: DCP will limit class size to 32 students.

16.1.3 DCP will limit the caseload of Education Specialists to students with IEPs and students in the initial assessment phase, to 25 students per day. DCP will limit the class size of foundation level classes to 8 students per class.

16.2 Compensation for Exceeding Class Size and caseload Limits

16.2.1 At the end of each term (Fall and Spring) DCP will generate a report from the DCP student information systems to determine if any class size roster exceeds the limit above.

16.2.1.1 Unit members will be paid \$5 per student per day for each instructional day the class size limit was exceeded.

16.2.1.2 Ed Specialists will be paid \$10 per student per day for each instructional day the caseload limit was exceeded.

16.2.2 Payments will be made to unit members in January for the Fall Term and in June for the Spring Term.

16.2.3 Unit members may inform the site administration at any time, when any class size or caseload exceeds the limits contained in this Article. If adjustments of class size or caseload are not possible, the unit member will be informed of the compensation and procedure by which it will be disbursed.

ARTICLE XVII – LAYOFF & REEMPLOYMENT

17.1 General

17.1.1 In its discretion, DCP may decide to reduce or eliminate particular kinds of certificated services due to declining enrollment, reduction in funds, or programmatic needs.

17.2 Notice of Layoff

17.2.1 DCP shall notify SBEU in writing of proposed layoffs for the following school year by May 15. The notice shall include a list of particular kinds of services subject to layoff and a current seniority list.

17.2.2 DCP shall meet with the SBEU to consider alternatives to layoffs and shall bargain over any effects of layoffs not specifically addressed in this Agreement.

17.2.3 DCP shall provide affected employees thirty (30) days' written notice of layoff.

17.3 Order of Layoff

If layoffs take place, the following procedure shall be followed:

17.3.1 After determining which services are necessary to retain, DCP shall determine the Department and School in which the layoff(s) shall occur.

17.3.2 Pending the ratification of the Evaluation process after the 22-23, school year, the order of layoff shall be determined by the unit member's total credentialed experience weighted at 20%, an average of the last two years of evaluation scores weighted at 50% and years of DCP experience, weighted 30%.

17.3.3 Years of experience for both total credential (20%) and DCP (30%) shall be calculated by a points system where:

7-10 years = 4 points

4-6 years = 3 points

2-3 years = 2 points

0-2 years = 1 point

17.3.4 Evaluation History (50%)

Average score on the previous 2 annual summative evaluations completed during employment at DCP. Evaluations committee will create points system in alignment with the 1-4 ranking for years of experience.

17.3.5 Using the above criteria, an agreed upon list (including each unit member subject to layoff and the score associated with that unit member) will then be generated. Depending on the number of positions needed to be reduced, as decided by DCP, the lowest scoring unit members will be notified of their potential layoff. Unit members who request the details of their scoring and/or feel their ranking has been

calculated in error may meet with DCP representatives and their SBEU representative to present materials and argument to contest the ranking.

17.3.6 For the 22-23 school year any layoffs shall be issued by reverse seniority date by site.

17.3.7 For purposes of this Article, a unit member's seniority date is the date on which they began regular employment at DCP. For any unit member with a break in service, the most recent date of employment is the seniority date. For the purpose of this article, a break in service is defined as an unpaid leave of absence of more than 12 months or a separation of employment. In the event two or more members share the same score, the tie will be broken by random lottery conducted in the presence of at least one union representative and the affected members.

17.3.8 Before issuing a RIF notice to any member, volunteers from the impacted department shall be sought first. Potential volunteers must be notified that they have no return right (other than the recall list in Section 17.4, below).

17.3.9 Layoff shall occur on a school by school basis. A unit member laid off at one school shall not "bump" a unit member at another school.

17.4 Reemployment Rights

17.4.1 Unit members who have been laid off shall be placed on a recall list for that school for twelve (12) months.

17.4.1.1 Unit members who do not timely express interest in an open position at the school from which they were laid off that requires the same credential as the position from which they were laid off shall be removed from the Recall List and will have to reapply for consideration of future employment.

17.4.2 If and when a position opens at a school, all laid-off employees on the recall list for that school who hold the appropriate credential shall be notified via email to the unit members' last personal email address on file at DCP and phone call to the unit members' last personal phone number on file at DCP.

17.4.3 The unit member shall have three (3) calendar days from the date the email was sent to respond that they are interested in the position.

17.4.4 DCP will offer the position to the unit members who have responded with interest in the following order

17.4.4.1 Unit members laid off from the same school in inverse order of layoff.

17.4.4.2 No prospective employee may be offered the position unless no qualified unit member on the recall list from the same school has accepted an offer for the position.

17.4.5 Unit members laid off from any other DCP school may be granted an expedited interview process at the discretion of DCP.

17.4.6 Recalled employees shall be reinstated with the same step placement, or given credit for any additional eligible teaching experience, benefits, rights, and permanent or probationary status they had at the time they were laid off. The period of the unit member's absence shall be treated as a leave of absence and shall not be considered a break in service for seniority.

17.5 Other Rights

17.5.1 Unit members on a DCP recall list may sign up to be on call substitutes.

17.5.2 DCP shall email unit members on a DCP recall list and the Union all job postings for vacancies at the time they are posted.

17.5.3 Unit members on a DCP recall list are responsible for notifying DCP and SBEU of any changes in their email address, mailing address, and/or phone number.

17.6 Grievance Procedure

The employer's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement. In the event that the employer makes an error with respect to the procedures and criteria in this article, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

ARTICLE XVIII - SAVINGS

- 18.1 If any provision of this Agreement is contrary to law, then such provision(s) shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 18.2 It is further agreed that within twenty (20) days of receipt of notification by either party, negotiations shall commence regarding matters related to such provision(s).

ARTICLE XIX – NEGOTIATION PROCEDURE

19.1 Initial Proposals

No later than the regularly scheduled DCP Board meeting in January of the calendar year in which this Agreement expires, SBEU shall submit its initial proposal for a successor agreement. DCP shall submit its initial proposal for a successor agreement at the next regular DCP Board meeting.

19.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on negotiable items in a successor agreement beginning no later than March 15th of the calendar year in which this Agreement expires unless otherwise mutually agreed by the parties. Any agreement reached between the parties shall be reduced to writing and signed by them.

19.3 Distribution of Ratified Agreement

Within fifteen (15) calendar days of ratification of the Agreement by both parties herein, DCP shall provide SBEU with a fully executed electronic copy of the Agreement for SBEU to distribute to their members.

19.4 New Bargaining Unit Members

SBEU shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

19.5 Release Time for Negotiations

The union bargaining team members shall be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with the Employer, including caucus time with the committee, as permitted by law.

ARTICLE XX – ASSIGNABILITY

This Agreement may be enforceable between the Union and any successor employer according to applicable law.

ARTICLE XXI – SITE LEADERSHIP TEAMS

21.1 Purpose of Site Leadership Teams

Each DCP school site shall maintain a Site Leadership Team (“SLT”) with the primary purpose of that Team providing input to DCP designed to foster continuous improvement of student learning, teaching and school culture. Recognizing that final decision-making concerning management and operations rests with DCP, each SLT shall afford an equal opportunity for all School educational partners to participate in a forum to provide critical input and insight to inform such decision-making.

21.2 Composition of SLT

Each SLT shall consist of representation of all stakeholder employee groups, including administrative, certificated and classified employees. SBEU unit member representation shall consist of grade level and/or department leads, or another designee upon approval of the SLT.

21.3 Scope of SLT

Each SLT shall discuss, review and analyze relevant non-confidential data and trends in order to provide advisory input/recommendations as to the following:

- Educational program (curricular and extra-curricular) and student achievement as well as school conditions which support student achievement, including day-to-day behavioral procedures and restorative practices.
- Site and organization-wide professional development programs, including but not limited to topics and trainer(s);
- School activities and events, including but not limited to bell schedule, assessment calendar, promotion and graduation dates, assemblies, and family conferences;
- Annual Site budget priorities and identification of changing needs and priorities.

In conducting its work, each SLT shall be mindful of the organizational priorities and goals.

21.4 Department & Grade-Level Leadership

Consistent with DCP policies, each academic Department and grade-level chair shall have one unit member serving in such a position. Department and grade-level chairs will be selected in a collaborative process between the Department or grade-level members and each Principal. Department and Grade-level leads will receive a job-description prior to accepting the position, and will receive an annual stipend of \$2,000.

In collaboration with DCP administration, Departments and grade-level chairs shall be responsible to manage DCP allocated Departmental budgets, use of textbooks, instructional materials, and supplies other than books and curricula instructional strategies and materials responsive to the individual needs and learning styles of each pupil.

21.5 Meetings

Each SLT shall generally meet at least once monthly, and at least once before the start of the instructional year.

Reasonable accommodations shall be provided if members of an SLT need to call in or video conference into an SLT meeting.

All meetings of the SLT shall be public and open to the larger community, and an agenda for each SLT meeting shall be prepared by the Principal and distributed to the entire School staff at least forty-eight (48) hours prior to each meeting. Meeting notes will be compiled on the agenda.

Unit members may request items be added to the agenda.

21.6 Subject Matter of This Article: DCP Non-Waiver

The existence of this Article shall in no way constitute a waiver by DCP of its right to defer or refrain from engaging in negotiations as to non-mandatory subjects of bargaining.

APPENDIX A
SALARY SCHEDULE

Salary Schedule 2021-2022

DCP Entry Scale		Entry Scale & Pathway Placement Criteria		
2021-2022		Entry Placement Criteria		
Year	Salary			
1	\$57,090	Teachers new to DCP and anyone rated lower than Emerging Effective are placed on the DCP Entry Scale based on their years of experience. The following year, if they meet the criteria for pathway placement, they are placed on the pathway		
2	\$59,072			
3	\$61,053			
4	\$63,035			
5	\$65,556	Pathway Placement Criteria		
6	\$68,178	Emerging Effective or Higher Rating on DCP Evaluation Framework		
7	\$70,905	AND		
8	\$73,442	A Valid California Preliminary or Clear Credential		
9	\$75,216	Year 1 of Pathway Placement		
10	\$76,721	Teacher moves to next year on salary scale AND gets corresponding % increase below		
11	\$78,255	Emerging Effective	Established Effective	Highly Effective
12	\$79,820	Add 3% of Scale Salary	Add 3.5% of Scale Salary	Add 4% of Scale Salary
13	\$81,417	<i>Example: if next year is year 5 for the teacher, next year salary = \$65,556 plus the respective pathway %</i>		
14	\$83,045	From Year 2 of Pathway Placement		
15	\$84,706	Emerging Effective	Established Effective	Highly Effective
16	\$86,400	Add 3.3% of Prior Year Salary	Add 4.3% of Prior Year Salary	Add 5% of Prior Year Salary
17	\$88,128	<i>Example: if next year is year 7 for the teacher, next year salary = 2020-21 salary plus the respective pathway %</i>		
18	\$89,009			
19	\$89,899			
20	\$90,000			

Notes:

No Stipends or Add On's are included in the annual increase calculation.
 New teachers will get credit for every full year of experience up through 20 years of experience

The current teacher compensation model was designed to reflect our mission and values, our framework for teaching and learning, and was the result of deep collaboration amongst teachers, administrators, and our board. It was designed to make DCP an even more attractive place for teachers to work and grow. The model was developed primarily by our Teacher Compensation Council and Steering Committee with support from outside consultants who have worked with other organizations across the country on teacher compensation. Teachers at every site were part of the Teacher Compensation Council—Jon Fitch, Christine Davidson, Jose Zavala, Luis Falcon, Gen Lau, Veronica Haro, and Norma Bonilla. We also had a Steering Committee comprised of Maria Baeza (the then Director of Teacher Effectiveness), Ruth Schriver, Jennifer Andaluz, Paula Gallant, Julie Biagini (DCP Board member), and David Herrera (the then Chief Academic Officer). The Steering Committee and Teacher Compensation Council worked with our external consultant (Bellwether Education Partners) to craft a new model to bring to the DCP Board for consideration and approval.

**No of Work
Days: 193 Days**

Adders to salary:

- Advanced degree in subject taught*: +\$1000
- National Board Certified: +\$1000

*Master's stipends also awarded for a Master's in Education and in Teaching

Salary Schedule 2022-2023

DCP Entry Scale		Entry Scale & Pathway Placement Criteria		
2022-2023				
Year	Salary	Entry Placement Criteria		
1	\$59,374			
2	\$61,435	Teachers new to DCP and anyone rated lower than Emerging Effective are placed on the DCP Entry Scale based on their years of experience. The following year, if they meet the criteria for pathway placement, they are placed on the pathway		
3	\$63,495			
4	\$65,556			
5	\$68,178			
		Pathway Placement Criteria		
6	\$70,905	Emerging Effective or Higher Rating on DCP Evaluation Framework		
7	\$73,741	AND		
8	\$76,380	A Valid California Preliminary or Clear Credential		
9	\$78,225			
		Year 1 of Pathway Placement		
10	\$79,790	Teacher moves to next year on salary scale AND gets corresponding % increase below		
11	\$81,385			
12	\$83,013	Emerging Effective	Established Effective	Highly Effective
13	\$84,674	Add 3% of Scale Salary	Add 3.5% of Scale Salary	Add 4% of Scale Salary
14	\$86,367	<i>Example: if next year is year 5 for the teacher, next year salary = \$68,178 plus the respective pathway %</i>		
15	\$88,094			
		From Year 2 of Pathway Placement		
16	\$89,856			
17	\$91,653	Emerging Effective	Established Effective	Highly Effective
18	\$92,569	Add 3.3% of Prior Year Salary	Add 4.3% of Prior Year Salary	Add 5% of Prior Year Salary
19	\$93,495	<i>Example: if next year is year 7 for the teacher, next year salary = 2021-22 salary plus the respective pathway %</i>		
20	\$93,600			

Current Teachers (2021-2022) who are already on Pathways (and as such no longer on the steps) will receive a 4% COLA increase on their 2021-2022 Base Salary addition to their respective pathway % increase above)

Eligible Current Teachers will also receive a longevity stipend as follows:

Years at DCP	Longevity
3-4	\$2,000
5-8	\$3,000
9+	\$3,500

Other Notes:

The Longevity Stipend will be paid in two equal installments in the last pay period of each semester

No Stipends or Add On's are included in the annual increase calculation.

New teachers will get credit for every full year of experience up through 20 years of experience

Adders to salary:
*Advanced degree in subject taught: +\$1000
National Board Certified: +\$1000
*Masters Stipend also awarded for a Masters in Education or in Teaching

Salary Schedule 2023-2024

DCP Entry Scale		Entry Scale & Pathway Placement Criteria	
2023-2024			
Year	Salary	Entry Placement Criteria	
1	\$61,155		
2	\$63,278	Teachers new to DCP and anyone rated lower than Emerging Effective are placed on the DCP Entry Scale based on their years of experience. The following year, if they meet the criteria for pathway placement, they are placed on the pathway	
3	\$65,400		
4	\$67,523		
5	\$70,224	Pathway Placement Criteria	
6	\$73,032	Emerging Effective or Higher Rating on DCP Evaluation Framework	
7	\$75,953	AND	
8	\$78,671	A Valid California Preliminary or Clear Credential	
9	\$80,571		
10	\$82,184	Year 1 of Pathway Placement	
11	\$83,827	Teacher moves to next year on salary scale AND gets corresponding % increase below	
12	\$85,503	Emerging Effective	Established Effective
13	\$87,214	Add 3% of Scale Salary	Add 4% of Scale Salary
14	\$88,958	<i>Example: if next year is year 5 for the teacher, next year salary = \$70,224 plus the respective pathway %</i>	
15	\$90,737		
16	\$92,552	From Year 2 of Pathway Placement	
17	\$94,403	Emerging Effective	Highly Effective
18	\$95,346	Add 3.3% of Prior Year Salary	Add 5% of Prior Year Salary
19	\$96,300	<i>Example: if next year is year 7 for the teacher, next year salary = 2022-23 salary plus the respective pathway %</i>	
20	\$96,408		

Current Teachers (2022-2023) who are already on Pathways (and as such no longer on the steps) will receive a 3% COLA increase on their 2022-2023 Base Salary addition to their respective pathway % increase above)

Eligible Current Teachers will also receive a longevity stipend as follows:

Years at DCP	Longevity
3-4	\$2,000
5-8	\$3,000
9+	\$3,500

Other Notes:

The Longevity Stipend will be paid in two equal installments in the last pay period of each semester

No Stipends or Add On's are included in the annual increase calculation.

New teachers will get credit for every full year of experience up through 20 years of experience

Adders to salary:

*Advanced degree in subject taught: +\$1000

National Board Certified: +\$1000

*Masters Stipend also awarded for a Masters in Education or in Teaching