

**TENTATIVE AGREEMENT  
BETWEEN  
ACROSS THE BRIDGE FOUNDATION - DOWNTOWN COLLEGE PREP  
&  
SOUTH BAY EDUCATORS UNITED  
TO SETTLE 2024-2025 REOPENER NEGOTIATIONS &  
EXTEND AGREEMENT THROUGH 2025-2026**

**September 27, 2024**

This Agreement is to fully settle 2024-2025 reopener negotiations and extend the collective bargaining agreement (“Agreement”) between Across the Bridge Foundation - Downtown College Prep (“DCP”) and South Bay Educators United (“SBEU”). The elements of the settlement are as follows:

**1. Article 1 – Effect of Agreement**

Agreement as specified in the tentative agreement, which is attached hereto as Appendix A.

**2. Article 8 - Evaluation**

Agreement as specified in the tentative agreement, which is attached hereto as Appendix B.

**3. Article 12 – Salary and Compensation**

Agreement as specified in the tentative agreement, which is attached hereto as Appendix C.

**4. Previously Agreed-to Tentative Agreements:**

Agreement as specified in the following previously agreed-to tentative agreements, which is attached hereto as Appendix D.

- Article 9 – Leaves of Absence
- Article 10 – Work Year/Hours.

**5. Withdrawal of Unfair Practice Charge**

Within ten (10) days of full ratification of this Agreement, SBEU agrees to dismiss (with prejudice) the current unfair practice charge (SF-CE-3616-E) before PERB.

**SUBJECT TO FINAL RATIFICATION BY THE PARTIES:**

DocuSigned by:

*Valerie Royalty-Quandt*

DCP Representative

Signed by:

*[Signature]*

SBEU Representative

Date: 10/22/2024

Date: 10/25/2024

**APPENDIX A**  
**TENTATIVE AGREEMENT**  
**DCP/SBEU**

**September 27, 2024**

**ARTICLE I – TERM EFFECT OF AGREEMENT**

**1.1 Duration**

Subject to reopener negotiations as described in this aArticle, this Agreement continues in full force and effect is entered into effective through June 30, 2026 as of the date ratified by both parties and will remain in effect for three years.

**1.2 Reopeners**

For the 2025-2026 school year, The parties agree that the Agreement is closed, except that the parties shall meet and negotiate compensation for the 2025-2026 school year, including but not limited to unit member placement on the salary schedule for 2025-2026. These negotiations shall commence in January 2025. 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.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DCP Representative

DocuSigned by:

Valerie Royalty-Guandt

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Date: 10/22/2024

SBEU Representative

Signed by:

[Signature]

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Date: 10/25/2024

**APPENDIX B**

**TENTATIVE AGREEMENT**

**DCP/SBEU**

**June 4, 2024**

**ARTICLE VIII - EVALUATION**

**8.1 Rationale**

8.1.1 It is understood and agreed by the parties that the principal objectives of evaluation are to recognize strengths, to increase teacher effectiveness through a growth mindset, to assess the implementation of effective teaching strategies and programs, and to influence decisions about continued support.

8.1.2 All forms and rubrics associated with evaluations shall be subject to negotiations.

8.1.2.1 Evaluation forms and rubrics included in Section 8.3 for the 2024-2025 school year shall be created and agreed upon within sixty (60) days of final approval of this Article.

**8.2 Frequency**

8.2.1 Probationary unit members: every school year;

8.2.2 Post probationary with less than four (4) years of service: every two (2) school years;

8.2.3 Post probationary with four (4) years of service or more, who have received an overall rating of Applying, Integrating or Innovating in all areas, and the unit member and the evaluator agree: every five (5) school years. If either party does not agree, the unit member will continue to be evaluated every two (2) school years.

**8.3 Scope of Evaluation: General Education Teachers**

8.3.1 During the Probationary Period: four (4) of the six (6) CSTP elements listed in **8.3.5** shall be used to identify focus standards and elements during the first 2 years.

8.3.2 After the Probationary Period: Any CSTP standard and element may be used as focus standards and elements by the unit member and evaluator. (**See 8.3.5**)

8.3.3 Notification of Evaluation Status - By no later than August 20 each year, or the unit member's fourteenth duty day in a school year during which the unit member is to be formally evaluated, the evaluator(s) will notify the unit member of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. By August 20 or the fourteenth duty day, the evaluator shall provide the unit member access to the following resources:

8.3.3.1 CSTP Assessment Form

8.3.3.2 CSTP Goal Setting Sheet

8.3.3.3 CSTP Rubric (use for Observation Form)

8.3.3.4 Evaluation Direction Sheet & Timeline (aka Evaluation Overview & timeline)

8.3.3.5 DCP Non-teaching staff evaluation rubric

8.3.4 Any unit member who is not meeting standards during the previous school year or is not meeting standards during the current school year will receive a Teacher Growth Plan (TGP).

8.3.5 Areas: the areas to be evaluated for are based on the California Standards for the Teaching Profession and shall be limited to the following:

8.3.5.1 Standard 1 Engaging and Supporting All Students in Learning.

Element 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs

8.3.5.2 Standard 2 Creating and Maintaining Effective Environments for Student Learning.

Element 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn

8.3.5.3 Standard 3 Understanding and Organizing Subject Matter for Student Learning.

Element 3.6 Addressing the needs of English Learners and students with special needs\* to provide equitable access to the content

8.3.5.4 Standard 4 Planning Instruction and Designing Learning Experiences for All Students.

Element 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

8.3.5.5 Standard 5 Assessing Students for Learning.

Element 5.4 Uses assessment data to establish learning goals and plans, differentiate, and modify instruction

8.3.5.6 Standard 6 Developing as a Professional Educator.

Element 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.

#### **8.4 Scope of Evaluation: Education Specialists**

8.4.1 Education Specialist unit members shall be evaluated based upon one of the California Standards for the Teaching Profession as noted in Section **8.3.5**

(Education Specialist choice) and the following criteria:

8.4.1.1 Service Schedule & Tracking

Regarding service schedule, education specialist creates and consistently follows a service schedule that provides required service minutes in compliance with IEPs (FAPE), and provides relevant staff with a copy. Education specialists prioritizes time according to immediate needs and implements a system for communicating with general education teachers, as unforeseen changes in the schedule occur.

Regarding service tracking, education specialists utilize the required tool to track student services. In the event of necessary service disruption, education specialist documents missed services, as needed.

8.4.1.2 IEP Process and Documentation

Education Specialists will meet compliance standards through completing IEP paperwork by the due date, assuring the appropriate team members are present for IEP meetings and sending out completed IEPs for translation where needed.

8.4.1.3 Collaboration

Education Specialists establish collaboration structures with relevant general education teachers, paraeducators, and other special education staff, and collaborate regularly regarding student needs, accommodations, student data, and progress toward goals. Education Specialists utilizes special education tools and student IEP information to support the implementation of student accommodations in general education classrooms. Ed Specialists provide access to necessary student information and resources to ensure appropriate data-informed support for students.

8.4.2 Notification of Evaluation Status - By no later than August 20 each year, or the unit member's fourteenth duty day in a school year during which the unit member is to be formally evaluated, the evaluator(s) will notify the unit member of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. By August 20 or the fourteenth duty day, the evaluator shall provide the unit member access to the following resources:

8.4.2.1 CSTP Assessment Form

8.4.2.2 CSTP Goal Setting Sheet

8.4.2.3 CSTP Rubric (use for Observation Form)

8.4.2.4 Evaluation Direction Sheet & Timeline (aka Evaluation Overview & timeline)

8.4.2.5 DCP Non-teaching staff evaluation rubric

8.4.3 Any unit member who is not meeting standards during the previous school year or is not meeting standards during the current school year will receive a Teacher

Growth Plan (TGP).

## **8.5 Scope of Evaluation: Instructional Coaches**

8.5.1 Notification of Evaluation Status - By no later than August 20 or the unit member's fourteenth duty day in a school year during which the unit member is to be formally evaluated, the evaluator(s) will notify the unit member of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. By August 20, the evaluator shall provide the unit member access to the following resources:

8.5.1.1 Coaches shall be evaluated on the DCP non-teaching staff rubric as mentioned in **8.3.3.5**, specifically.

8.5.1.1.1 Job Roles and Responsibilities

8.5.1.1.2 LCAP

8.5.1.1.3 Communication

## **8.6 Evaluation Process**

8.6.1 Beginning of the Year Goal Setting Meeting - by the end of September, or within the first six weeks of the unit member's start date, the evaluator shall hold an initial meeting with the unit member to review The Goal Setting Sheet, and review each of the six CSTP Standards and Elements.

8.6.1.1 The unit member shall prepare for the goal setting meeting with the evaluator by completing the initial Self Assessment of CSTP sheet and CSTP Goal Setting Sheet.

8.6.1.2 Probationary general education teacher unit members shall select two Elements Domain/Element from the list in 8.3 on which to be evaluated.

8.6.1.3 Post-probationary general education teacher unit members shall select two Elements from any of the six Standards on which to be evaluated.

8.6.1.4 The evaluator shall select two Elements from the list in 8.3 on which a probationary general education teacher unit member will be evaluated.

8.6.1.5 The evaluator shall select two Elements ~~or~~ from any of the six Standards on which a post-probationary general education teacher unit member will be evaluated.

8.6.1.6 At the conclusion of the goal setting meeting, both the evaluator and the unit member will receive a copy of the Goal Setting Sheet and CSTP Rubrics.

## **8.7 Observations and Formative Feedback**

8.7.1 Ongoing observations are used to gather data in order to assist the unit member in successful job performance.

8.7.2 All written feedback shall be documented on the CSTP Rubric Observation Forms

and delivered through a consistent evaluation feedback platform (documenting day and time of observation and specific feedback).

8.7.3 All evaluators shall be formally trained on CSTP standards and elements, as well as the evaluation feedback platform. Student achievement data may only be used to establish learning goals and to plan, differentiate, and modify instruction as well as inform evaluation feedback.

8.7.4 When an evaluator is monitoring or observing the work or performance of a unit member, evaluator will provide written feedback.

8.7.5 Techniques for monitoring shall include at least two of the following:

8.7.5.1 Unit member-requested classroom observations for specific CSTP Goals selected.

8.7.5.2 Evaluator-requested classroom observations for specific CSTP Goals selected.

8.7.5.3 Impromptu classroom observations.

8.7.5.4 Video recording initiated by unit member. (Recordings are to be used for evaluation purposes only.)

8.7.5.5 Other forms of observation mutually agreed upon.

8.7.6 First formal observation and post conversation will be held by the end of November, or eight weeks from the Initial Meeting. The evaluator will provide formal written feedback to the unit member using the notes section of the CSTP Rubric Observation Form. A copy of the CSTP Rubric Observation Form shall be provided to the unit member at the end of each meeting through the evaluation feedback platform.

8.7.7 Second formal observation and post conversation will be held by the end of March, or within 10 weeks of the First observation and conference. The unit member shall complete the Self Assessment Form. Both parties will complete and sign the Summary Evaluation Form through the evaluation feedback platform.

## **8.8 Support for Improvement**

8.8.1 If concerns are noted, the evaluator must document in the evaluation feedback platform, and meet with the unit member to discuss concerns with the unit member's performance.

8.8.2 If a unit member has not been marked Applying, Integrating or Innovating by the end of the second quarter, a teacher growth plan (TGP) may be developed by the evaluator or requested by the unit member.

8.8.3 The unit member's evaluator shall address any cited areas of improvement. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the unit member to visit and observe other similar classes if the evaluator(s) and unit

member believe such observations would result in improvements.

## **8.9 Rescheduling and Missed Deadlines**

### **8.9.1 Missed deadlines**

8.9.1.1 In the event of substantial and material or procedural errors by the evaluator during the evaluation process, the affected unit member shall be exempt from the pertaining formal observation for that school year (see 8.5.6). The unit member shall be notified by HR of their exempted status for the pertaining formal observation.

8.9.2 All meetings related to unit member evaluations shall be conducted during the unit member's duty day unless mutually agreed upon between the evaluator and the unit member.

8.9.3 If either party cannot make the observation, they must request a new date within 3 work days, and both parties need to agree upon the new observation date within 3 work days of the request.

## **8.10 Grievability of Evaluations**

8.10.1 The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

## **8.11 Conclusion of Evaluation Year**

8.11.1 The evaluator will meet with each unit member being evaluated to review the Summary Evaluation Form:

8.11.1.1 by the end of March, for teachers on probation

8.11.1.2 by May 15, for permanent teachers

8.11.2 Unit member and evaluator shall sign the Summary Evaluation Form. The teacher's signature on the Summary Evaluation Form does not signify agreement, but only documents that the meeting was held and the Summary Evaluation Form was reviewed. One copy of the Summary Evaluation Form will be given to the unit member and one copy will be sent to Human Resources to be placed in the unit member's personnel file.

8.11.3 The unit member has until June 15th of the current year to file a written response with Human Resources, which will be attached to the Summary Evaluation Form in the unit member's personnel file. The evaluator shall receive a copy of the unit member's response.

## **8.12 Teacher Growth Plan**

8.12.1 The goal of a Teacher Growth Plan (TGP) is to give specific feedback to the unit member on areas for improvement and goals.

8.12.2 The TGP document shall be started by the evaluator, listing element(s) of the



CSTP that need improvement.

8.12.3 The unit member and evaluator will discuss specifics on what the next level (Exploring or Applying) looks like and data that would reflect growth, and refine the TGP document.

8.12.4 Both the unit member and the evaluator shall agree on specific targets and data to demonstrate growth toward the Exploring or Applying level.

8.12.5 The unit member and evaluator will agree on how much time the unit member needs to develop in this area.

8.12.6 The unit member and evaluator will schedule a more frequent observation cadence and document it in the TGP.

### **8.13 Appeal of Summative Evaluation Rating**

If a unit member wishes to appeal a Summative Evaluation Rating, the process for such an appeal is as enumerated in an appendix to be attached here to and negotiated between the parties.

### **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.~~

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DCP Representative

DocuSigned by:

*Valerie Royalty-Guandt*

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Date: 10/22/2024

SBEU Representative

Signed by:

*[Signature]*

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Date: 10/25/2024

**APPENDIX C**  
**TENTATIVE AGREEMENT**  
**DCP/SBEU**

**September 27, 2024**

**ARTICLE XII - SALARY and COMPENSATION**

**12.1 Salary Schedule**

The 2024-2025 salary schedule shall reflect placement of unit members consistent with the 2023-2024 salary system which includes step and pathways increments. (See Appendix A). Negotiations for 2025-2026 shall be as specified in Article I of this Agreement. ~~The parties shall meet and negotiate compensation, including but not limited to placement on the salary schedule for 2025-26 in January 2025.~~ Effective July 1, 2024, there shall be a 1% increase to base salaries for all unit members (see Appendix B). This shall close negotiations for 2024-2025. Effective July 1, 2025 (for the 2025-2026 school year), the certificated salary schedule shall be frozen. This means continuing unit members shall not receive any COLA or step/pathways advancement when moving from the school year 2024-2025 to school year 2025-2026.

Compensation and stipends are based on 1.0 FTE and will be pro-rated for part-time.

**12.1.1 Instructional Coaches**

Per prior agreement, instructional coaches shall remain on the instructional coach band with pathways increments for the 24-25 school year. The parties shall meet and negotiate compensation, including but not limited to placement on the salary schedule for 2025-26 in January 2025. ~~Effective July 1, 2024, there shall be a 1% increase to the 2023-2024 base salaries for all instructional coaches. This shall close negotiations for 2024-2025. Effective July 1, 2025 (for the 2025-2026 school year), the base salaries for instructional coaches shall be frozen. This means continuing unit members shall not receive any COLA or salary increases when moving from the school year 2024-2025 to school year 2025-2026.~~

**12.1.2 Advanced Degrees**

Advanced Degree Payment: Annually, \$1,500 shall be paid to unit members holding a Master's or Education Specialist (EdS) degree. Salary credit will be given for one (1) advanced degree only. Payment for an advanced degree received during the school year will be prorated. The annual advanced degree payment shall be made in equal payments per pay period.

**12.1.3 National Board**

Unit members who achieve certification through the National Board of Professional Teaching Standards will receive an annual stipend of \$1,500. This annual stipend will be prorated for unit members employed less than full time. Payment for a National Board certification received during the school year will be prorated. The annual National Board payment shall be made in equal payments per pay period.

#### 12.1.4 **BCLAD Stipend**

DCP shall pay a (\$1,500) annual stipend to a unit member possessing the BCLAD credential. Payment for an BCLAD received during the school year will be prorated. The annual BCLAD stipend payment shall be made in equal payments per pay period.

#### 12.1.5 **Credit for Teaching Experience**

Credit for teaching experience outside Downtown College Prep will be granted as follows:

12.1.5.1 The teachers in the institution must have received a four (4) year college degree and any CTC credential prior to rendering service.

12.1.5.2 In instances of hard to staff areas, DCP may give salary placement credit for training and non-teaching experience that is directly related to the teaching assignment.

12.1.5.3 Full credit for teaching experience at Downtown College Prep will be granted if the unit member returns to teaching after an absence of less than ten (10) years. If a teacher returns after an absence of ten (10) consecutive years or more, experience credit will be granted at the Director's discretion.

12.1.5.4 Certificated employees with greater than 15 years of experience in teaching experience outside DCP will be granted for a maximum of fifteen (15) years.

#### 12.2 **Salary of Employees Not Completing Year of Employment**

Any unit member who leaves the employment of DCP before the end of the school year shall be paid in proportion to the number of days they served.

#### 12.3 **Salary Warrants**

All full-time personnel will be paid by the 15th and the last day of the month, unless it falls on a weekend or a holiday, in which case, pay day will be the day prior.

#### 12.4 **Extended Duty Pay**

The hourly rate for voluntary non-instructional duties beyond the work day shall be \$75 per hour.

## 12.5 Stipends

12.5.1 Any stipend positions that are available to unit members must have their stipend set by agreement with SBEU.

12.5.2 Stipends will be paid at the end of each semester the duty is performed (December and June). Stipends must be submitted before the last pay period in December and June.

12.5.3 Existing stipends:

12.5.3.1 Clubs: \$600 / year

12.5.3.2 Department Lead: \$2,000 / year

12.5.4 Stipends for hard to fill positions - Special Education Unit Members

12.5.4.1 An annual stipend of \$2,000 will be paid in equal payments per pay period as a recruitment incentive during the first academic year, provided the unit member has at least a preliminary credential.

12.5.4.2 An additional annual \$2,000 retention incentive will be paid in equal payments per pay period annually during each subsequent year of service to DCP, provided the unit member has at least a preliminary credential.

## 12.6 Teacher Travel and Overnight Supervision

12.6.1 Unit members who are required and approved to go from one school to another in the course of their duty and unit members who use their car(s) for field trips and to attend special required evening meetings shall receive the maximum mileage allowance allowed by the Internal Revenue Service. Costs to and from home to regular work assignments are not included.

12.6.2 Teachers shall receive an additional stipend of five hundred (\$500) per night for overnight student supervision for any Admin or Board-approved overnight activity.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:


DCP Representative

SBEU Representative

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Date: 10/22/2024

Date: 10/25/2024



# Downtown College Prep

## 2024-2025 Teacher Compensation

### DCP Entry Scale

#### 2024-2025

Year	Salary
1	\$68,494
2	\$70,871
3	\$73,247
4	\$75,626
5	\$78,650
6	\$81,796
7	\$85,068
8	\$88,112
9	\$90,240
10	\$92,046
11	\$93,886
12	\$95,764
13	\$97,680
14	\$99,633
15	\$101,625
16	\$103,658
17	\$105,731
18	\$106,787
19	\$107,855
20	\$107,977

### Entry Scale & Pathway Placement Criteria

#### Entry Placement

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

#### 2023-2024 Pathway Placement Criteria

Emerging Effective or Higher Rating on DCP Evaluation Framework.  
AND  
A Valid California Preliminary or Clear Credential

#### Year 1 of Pathway Placement

Teacher moves to next year on salary scale AND gets corresponding % increase below:

<b>Emerging Effective</b>	<b>Established Effective</b>	<b>Highly Effective</b>
Add 3% of Scale Salary	Add 3.5% of Scale Salary	Add 4% of Scale Salary
<b>Example: if next year is year 5 for the teacher, next year salary = \$78,650 plus the respective pathway %</b>		

#### From Year 2 of Pathway Placement

<b>Emerging Effective</b>	<b>Established Effective</b>	<b>Highly Effective</b>
Add 3.3% of Prior Year Salary	Add 4.3% of Prior Year Salary	Add 5% of Prior Year Salary
<b>Example: if next year is year 7 for the teacher, next year salary = 2022-2023 salary plus the respective pathway %</b>		

#### 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

#### **Other 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

## 2024-2025 Instructional Coach Salary Band and Merit Increase Structure

### Instructional Coach Salary Band

Salary Band	Midpoint							
Position	Q1		Q2		Q3		Q4	
Instructional Coach	\$82,897	\$93,259	\$93,259	\$103,621	\$103,621	\$113,983	\$113,983	\$124,345

### Merit Increase Structure

For non-teaching positions, DCP has in place a merit increase structure that is based on evaluation ratings. Pay increases also depend on where the employee is placed on the bands at the time of the review and is based on the percentages in the table below.

	Q1	Q2	Q3	Q4
Advanced	6.00%	5.00%	4.00%	3.00%
Proficient	5.00%	4.00%	3.00%	2.00%
Approaching	3.50%	3.00%	2.00%	1.00%
Needs Imp.	1.00%	0.50%	0.00%	0.00%

Merit increases depend on the evaluation rating and where the current salary falls in the band. Band placement ranges from Q1 to Q4 with Q1 being the lowest salary in a particular band and Q4 the highest salary in the band. If the salary falls in Q4 then the employer gets a lower % merit increase because they are already close to the high end of the band.

**APPENDIX D**

**TENTATIVE AGREEMENT**

**DCP / SBEU**

**March 15, 2024**

**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 ~~6-10~~ days or ~~48-80~~ 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 subject to this cap. Accrued, unused sick leave will carry over from year to year. Sick leave accumulated in other California school districts shall be credited upon employment and sick leave accumulated during employment at DCP shall be transferred, if applicable, to a school district or other public school upon separation. Any sick leave transferred from another employer and credited by DCP will be banked for STRS retirement purposes and up to 24 hours will be available for use.~~

9.1.3 Using PSL as Discretionary Days Off (DDO)

9.1.3.1 Unit members in teaching positions may use up to 10 days or 80 hours of PSL, per year, as DDO.

9.1.3.2 Unit members in coaching positions may use up to 12 days or 96 hours of PSL, per year, as DDO.

9.1.4 Transfer of Sick Leave from California School District

Sick leave accumulated from an immediately previous in other California school districts-employer shall be credited upon employment with DCP and sick leave accumulated during employment at DCP shall be transferred, if requested applicable, to a school district or other public school upon separation. Any sick leave transferred from another employer and credited by DCP will be banked for STRS retirement purposes and up to 24 hours will be available for use.

9.1.5 Use of PSL

9.1.5.1 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.

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

#### 9.1.6 Limits on Use

9.1.6.1 PSL may be taken in minimum ~~two (2)~~ ~~one (1)~~ ~~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.

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

#### 9.1.7 Requesting PSL

9.1.7.1 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.

9.1.7.2 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.

#### 9.1.8 Integrating Sick Leave With Other Benefits

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

#### 9.1.9 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.

#### 9.1.10 Termination

Unused ~~and banked~~ PSL will ~~not~~ ~~not~~ be paid out upon termination.

### 9.1.11 No Discrimination or Retaliation

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

## 9.2 Discretionary Time-Days Off

~~9.2.1 Unit members may take PSL as DTO with prior approval.~~

~~9.2.5 Accrual~~

~~9251 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.~~

~~9252 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.~~

~~9.2.6 Accrual~~

~~9.3 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.~~

~~9.4 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.~~

9.2.1 Use

- 92.1.1 ~~DTO-DDO~~ may be used for personal business (matters that cannot be conducted outside the work day) or illness, or other personal necessities, including instances of compelling personal importance.
- 92.1.2 Unit members must use ~~DTO-DDO~~ in ~~two (2)~~ ~~one (1)~~ ~~two (2)~~ hour increments
- 92.1.3 Planned Time Off. Unit members wishing to take ~~DTO-DDO~~ 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.
- 92.1.4 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.
- 92.1.5 If several unit members request the same day(s) off and multiple requests cannot be accommodated, the first request approved will have priority.
- 92.1.6 Unplanned Time Off. Unit members who use ~~DTO-DDO~~ 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 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.

9.2.2 ~~Borrowing Against Future DTO.~~

~~Unit members may not use DTO before it has accrued.~~

9.2.3 ~~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.~~

9.2.4 ~~Borrowing Against Future DTO.~~

~~Unit members may not use DTO before it has accrued.~~

9.2.2 Paying DTO.

DCP shall pay ~~all existing~~ DTO accrued through the end of the 2023-24 school year 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, or upon separation from the organization.

### 9.2.3 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.

### 9.2.4 ~~Separation.~~

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

### 9.2.4 Separation.

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

## 9.3 Discretionary Unpaid Leave of Absence

### 931 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.

### 932 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.

### 933 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.

### 934 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

- 941 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. This ~~Paid bereavement leave shall include this paid time up to five (5) days shall be available for unit members who experience a miscarriage by any parent.~~
- 942 Unit members who need bereavement/funeral leave should notify DCP's Human Resources department and their supervisor, who must arrange work coverage.
- 943 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

- 961 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.
- 962 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. **Unit members shall**



be paid on the existing pay schedule with no interruption in pay.

- 963 Unit members may use accrued ~~paid DTO PSL PSL~~ or paid DTO during an otherwise unpaid period of leave during such leaves.
- 964 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 PSL DTO~~.

## 9.8 Catastrophic Leave Donation of PSL

A Unit member may donate PSL to another unit member as long as the donating unit member retains at least five (5) PSL days for their own account.

- 98.1 ~~Definition: Catastrophic injury or illness is defined as a life threatening injury or illness of a unit member [or his or her immediate family member] which totally incapacitates the unit member from work, as verified by a licensed physician, and forces the unit member to exhaust all accrued paid leave time and results in the loss of compensation for the unit member. Conditions that are short term in nature, including, but not limited to, common illnesses such as influenza, the measles, back pain, a broken limb are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long term in nature, requiring long recuperation periods are catastrophic.~~
- 98.1 Catastrophic leave: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- 98.2 Conditions: Catastrophic leave should be administered based upon the following conditions:
- 98.2.1 Process for Request: Catastrophic leave requests must be submitted in writing to the Human Resources Department. DCP shall determine whether or not to grant a request for Catastrophic Leave based on verification by a medical doctor as to the nature of the illness or injury, ~~anticipated length of absence and the prognosis for recovery.~~ All information provided by the unit member requesting leave shall be held in strict confidence.
- 98.2.2 Exhaustion of Paid Leave: Any unit member who receives sick leave

credits under this program shall first exhaust all paid leave he/she has accrued.

- 9.823 Donation Limit: Unit members may donate up to three (3) accrued sick leave days per fiscal year to a sick leave bank for unit members suffering a catastrophic illness; however, each member must retain at least ten (10) sick leave days for his/her own account. Donated leave time is irrevocable.
  
- 9.824 Award Limit: The total number of sick days that can be received by a unit member is limited to ~~twenty (20)~~ **thirty (30)** days per school year.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DCP Representative

DocuSigned by:

*Pete Settelmayer*

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Date: 4/19/2024

SBEU Representative

DocuSigned by:

*[Signature]*

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Date: 4/19/2024

## TENTATIVE AGREEMENT

DCP / SBEU

February 29, 2024

### 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~~ ~~202~~ 210 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.
- 10.1.5 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.~~
- 10.3.8.1 ~~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.~~
- 10.3.8.2 ~~Unit members who teach a self-contained class (teaching both Humanities and STEM for a grade level cohort, and teaching 5th grade) shall be paid a stipend of \$2,000 for each term. Except for unit members teaching 5th Grade.~~
- 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.

~~10.7.6 When it is necessary to split a regular class roster and place additional students into another teachers' classroom, unit members shall be paid the class coverage rate of \$80 per period.~~

10.7.6 When it is necessary to place additional students into another teacher's classroom on a temporary basis and those students are not added to that teachers permanent roster, unit members shall be paid the class coverage rate of \$80 per period.

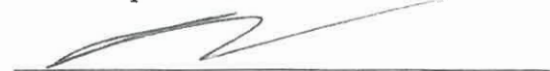
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SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

DCP Representative



SBEU Representative



Date:

2.29.24

Date:

02.29.2024