

<p>Dos Palos Oro Loma Joint Unified School District and Dos PalosOro Loma Teachers Association CTA/NEA</p>

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DOS PALOS ORO LOMA JOINT UNIFIED SCHOOL DISTRICT
2041 Almond Street
Dos Palos, California

ARTICLE I. - AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Dos Palos Oro Loma Joint Unified School District (hereafter referred to as "District") and the Dos Palos Oro Loma Teachers Association, CTA/NEA ("Association").

A. Term

This agreement, except for Compensation shall remain in full force and effective from July 1, 2010 until June 30, 2013.

B. Certification of Representative

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 et seq. of the Government Code ("Act").

C. Inclusions

Consistent with the District's official recognition of the Association on November 17, 1992, as the exclusive representative of the employees in the representation unit, the District reaffirms that the unit is comprised of the following positions:

1. Probationary and permanent classroom teachers (full time);
2. Temporary teachers with contracts for more than 75% of the school year;)
3. Librarian (full time);
4. Special Education Teachers (full-time);
5. Part-time classroom teachers or special education teachers (defined as those teaching 60% or more of the school year);
6. BTSA Program Director (full time and/or part time);
7. BTSA Support Provider (full time and/or part time);
8. Program Intervention Specialist (full time and/or part time);
9. Program Intervention Coaches (full time and/or part time);
10. Literacy Specialists (full time and/or part time);
11. Student Support Specialists (full time and/or part time).

The Parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit

1 described above shall be performed only by unit members unless there
2 are no unit members who are qualified and/or interested in performing
3 the work, in which case the District may utilize non-bargaining unit
4 personnel. Procedures for filling vacancies and/or new positions shall
5 be pursuant to Article XV, Transfers.

6
7 **D. Exclusions**

8
9 All other positions not designated above shall be excluded, including,
10 but not limited to:

- 11 1. Superintendent
- 12 2. Assistant Superintendent
- 13 3. Principals
- 14 4. Vice Principals
- 15 5. Counselors/School Psychologists
- 16 6. Head Counselor
- 17 7. Supervisory Employees
- 18 8. Speech Therapist
- 19 9. Confidential Employees
- 20 10. Substitute employees and other part-time certificated employees
- 21 teaching less than 60% of the school year.
- 22 11. Pre School Teachers
- 23 12. Pre School Director
- 24 13. Nurse
- 25 14. Director of Curriculum and Instruction

26
27
28 **ARTICLE II. – DEFINITIONS**

29
30 The following definitions shall be utilized in the interpretation of this
31 Agreement:

32
33 **A. Unit Member**

34
35 Refers to any employee who is included in the appropriate unit as
36 defined in ARTICLE I and therefore covered by the terms and Provisions
37 of this Agreement.

38
39 **B. Days**

40
41 Means negotiated days when the unit members are required to be on
42 duty.

43
44 **C. Paid Leave of Absence**

45
46 Means that a unit member shall be entitled to:

- 47 a. Receive all wages and benefits as a member not on leave;

1 b. Return to the same credential assignment; which s/he enjoyed
2 immediately preceding the commencement of the leave.

3
4 **D. Unpaid Leave of Absence**

5
6 Means that a unit member shall be entitled to the same rights accorded
7 unit members who are on paid leaves excluding wages and benefits.

8
9 **E. School Day**

10
11 Means all days students are required to be in school, unless otherwise
12 provided for in this Agreement.

13
14 **F. Daily Rate of Pay**

15
16 Means the unit member's annual salary divided by the number of days
17 required by the Agreement.

18
19 **G. Hourly Rate of Pay**

20 Means the daily rate of pay divided by 7.25 of daily duty hours.

21
22 **ARTICLE III. – NON DISCRIMINATION**

23
24 Neither the District nor the Association shall discriminate against any
25 unit member on the basis of race, color, creed, age, sex, national origin,
26 political affiliation, domicile, marital status, physical handicap,
27 membership in any employee organization or participation in the
28 activities of an employee organization unless such is detrimental to the
29 welfare of the students in school or any other protected class under the
30 law.

31 Application forms and oral interview procedures shall not refer to
32 membership in, or preferences for, employee organizations.

33
34 **ARTICLE IV. – EMPLOYEE RIGHTS**

35
36 **A. Restriction on District Negotiations and Agreements:**

37
38 The District and the Association recognize the right of employees to
39 form, join and participate in lawful activities of employee organizations
40 and the equal alternative right of employees to refuse to form, join or
41 participate in employee organization activities.

42
43 **B. Distribution of Contract**

1 After the execution of this contract the District shall print or duplicate
2 and provide without charge ten (10) copies of this contract to the
3 Association and provide the contract in PDF format to all members.

4
5 **ARTICLE V. – ASSOCIATION RIGHTS**

6
7 Association rights as provided under SB 160 and all other Education
8 Code Sections found applicable are acknowledged.

9
10 **ARTICLE VI. – DISTRICT RIGHTS**

11
12 It is understood and agreed that the District retains all of its powers and
13 authority to direct, manage and control to the full extent of the law.
14 Included but not limited to those duties and powers is the exclusive right
15 of the District to determine its organization; direct the work of its
16 employees; determine the times and hours of operation; determine the
17 kinds and levels of services to be provided and the methods and means
18 of providing them; establish the educational policies, goals and
19 objectives; ensure the rights and educational opportunities of students;
20 determine staffing patterns; determine the number and kinds of
21 personnel required; maintain the efficiency of District operations;
22 determine the curriculum; build, move and modify facilities; establish
23 budget procedures and determine budgetary allocations; determine the
24 method of raising revenue; and take action on any matter in the event of
25 an emergency. In addition, the District retains the right to hire classify,
26 assign, evaluate, promote, terminate and discipline employees.

27
28 The exercise of the foregoing powers, rights, authority, duties and
29 responsibilities by the District, the adoption of policies, rules, regulations
30 and practices in furtherance thereof and the use of judgment and
31 discretion in connection therewith, shall be limited only by the specific
32 and express terms of this agreement, and then only to the extent such
33 specific and express terms are in conformance with law.

34
35 The District retains its right to amend, modify or rescind policies and
36 practices referred to in this agreement in cases of emergencies. The
37 determination of whether or not an emergency exists is solely within the
38 discretion of the District and is expressly excluded from the provisions of
39 the grievance policy, except monetary items which are grievable. Such
40 changes shall remain in effect only for the life of the emergency.

41
42 **ARTICLE VII. – ORGANIZATIONAL SECURITY**

43
44 **A. PAYROLL/DUES DEDUCTIONS**

1 The right of payroll deduction for payment of membership dues, and
2 general assessments shall be accorded exclusively to the Association.
3 The District shall deduct other voluntary payments as authorized by
4 unit members and the Association. Association members who currently
5 have authorization on file for the above purposes need not be
6 resolicited. Membership dues, and general assessments, upon formal
7 written request from the Association to the District, shall be increased
8 or decreased without resolicitation and authorization from unit
9 members.

10
11 Any unit member who is a member of the Association or who has
12 applied for membership may sign and deliver to the Association an
13 assignment authorizing deduction of membership dues, and general
14 assessments of the Association. Pursuant to such authorization, the
15 District shall deduct one-tenth (1/10) of such dues from the regular
16 salary check of the unit member each month for ten (10) months.
17 Deductions for unit members who sign such authorization after the
18 commencement of the school year shall be appropriately prorated to
19 complete payments by the end of the school year.

20
21 With respect to all sums deducted by the District pursuant to Section 1
22 above, the District agrees to remit such moneys promptly to the
23 Association accompanied by an alphabetical list of unit members,
24 including their names, addresses, and work locations for whom such
25 deductions have been made, and indicating any changes in personnel
26 from the list previously furnished.

27
28 **B. MAINTENANCE OF MEMBERSHIP**

29
30 The Association and the District agree that any unit member who is a
31 member of the Association at the time this Agreement becomes effective
32 or who enrolls during the term of the Agreement shall maintain such
33 membership for the duration of this Agreement. This provision shall not
34 deprive any member of the right to terminate her or his membership
35 within the 30 day period following expiration of the Agreement. If a
36 member who is covered by the maintenance of membership requirement
37 withdraws authorization for dues deduction and/or refuses to provide
38 the Association with a lump sum cash payment of dues for the year, the
39 District shall deduct membership dues as provided in Education Code
40 Section 45601 and in the same manner as set forth in Section A above.

41
42 **C. AGENCY FEE**

43
44 Any unit member who is not a member of the Association, or who does
45 not make application for membership within 30 days of the effective date
46 of this Agreement, or within 30 days from the date of commencement of

1 assigned duties within the bargaining unit, shall become a member of
2 the Association or pay to the Association a fee in an amount equal to
3 membership dues, initiation fees and general assessments, payable to
4 the Association in one lump-sum cash payment in the same manner as
5 required for the payment of membership dues. In the event that a unit
6 member does not pay such fee directly to the Association, the Association
7 shall so inform the District, and the District shall immediately begin
8 automatic payroll deduction as provided in Education Code Section
9 45601 and in the same manner as set forth in this Article. There shall
10 be no charge to the Association for such mandatory agency fee
11 deductions.

12
13 Any unit member who is a member of a religious body whose traditional
14 tenets or teachings include objections to joining or financially supporting
15 employee organizations shall not be required to join or financially
16 support the Association as a condition of employment; except that such
17 unit member shall pay, in lieu of a service fee, sums equal to such
18 service fee to one or more of the following non-religious, non-labor
19 organizations, charitable funds exempt from taxation under Section
20 501(c)(3) of Title 26 of the Internal Revenue Code:

- 21
22 a). The American Cancer Society
23 b). The American Red Cross
24 c). The Dos Palos Friends of the Library
25

26 To receive a religious exemption, the unit member must submit a
27 detailed written statement to the Association establishing the basis for
28 the religious exemption. The Association executive board shall
29 communicate in writing to the unit member its acceptance or rejection of
30 the exemption. If accepted, the unit member shall make the payment to
31 an appropriate charity as described above. Such payment shall be made
32 on or before the due date for cash dues/fees for each school year.
33

34 Proof of payment shall be made on an annual basis to the Association
35 and District as a condition of continued exemption from the payment of
36 agency fee. Proof of payment shall be in the form of receipts and/or
37 canceled checks indicating the amount paid, date of payment, and to
38 whom payment in lieu of the service fee has been made. No in-kind
39 services may be received for payments, nor may the payment be in a
40 form other than money such as the donation of used items. Such proof
41 shall be presented on or before the due date for cash dues/fees for each
42 school year.
43

44 The Association and District agree to furnish to each other any
45 information needed to fulfill the provisions of this Article.
46

1 **D. HOLD HARMLESS/INDEMNIFICATION PROVISION**

2
3 CTA/NEA agrees to hold harmless, defend, and indemnify the District,
4 its officers, employees, and agents against any lawsuit, claim,
5 administrative charge or other action arising out of the organizational
6 security provisions set forth in this Article. The District shall notify
7 DPOLTA in writing within fifteen (15) days of receipt of any complaint or
8 charge for which the District seeks to exercise its rights under this
9 paragraph. CTA/NEA shall have the right to direct the course of any
10 such litigation and to compromise any such action in its sole and
11 absolute discretion.
12

13 It is the intention of the parties that this Article shall conform to the
14 legal requirements of the Education Employee Relations Act. This Article
15 will automatically modify itself to conform to those changes. If the
16 Legislation repeals the laws making payment of a service fee mandatory
17 in the public schools, this Article will be deemed rescinded.
18

19 **E. OTHER DEDUCTIONS**

20
21 Upon appropriate written authorization from the unit member, the
22 District shall deduct from the salary of any unit member and make
23 appropriate remittance for annuities, credit union, or any other plans or
24 programs approved by the District.
25

26 **ARTICLE VIII. – SAFETY**

27
28 The District shall provide safe working conditions for all employees.
29

30 Determinations of safe working conditions shall be made by the District
31 in compliance with State and Federal Law
32

33 Members shall not be required to work in unsafe conditions or to perform
34 tasks that endanger their health, safety or well being. The District and
35 the Association agree that the major responsibility for the safe working
36 conditions is that of the District and the major responsibility for the
37 maintenance of safety procedures and practices is that of the classroom
38 teacher.

39 A member who discovers a condition on the job which he/she believes
40 is unsafe, or might unduly endanger health, shall report the condition
41 immediately to his/her immediate supervisor. The member shall take
42 any steps in his/her control to resolve the unsafe or unhealthy condition
43 if it does not present an immediate endangerment to self or others to do
44 so.
45

1 Upon notification, the District shall eliminate or correct any unsafe or
2 hazardous conditions and inform the affected member of the corrective
3 action being taken.

4
5 **ARTICLE IX. – SCHOOL YEAR, WORK DAYS, HOURS**

6
7 **A. School Year - Length of Year/Calendar:**

8
9 The length of the school year will be 183 days for returning teachers and
10 188 for new teachers. The extra five days for new teachers is to be used
11 for Pre-Service Training and/or on-site preparation.

12
13 For the 2010-2011 school year, the school year will be 178 days for
14 returning teachers and 183 for new teachers. This reduction of five (5)
15 days shall cease effective June 30, 2011 and return to 183 and 188 days
16 effective July 1, 2011.

17 The parties agree to review the school calendar by March of each year.

18
19 **B. School Workday - Length of Day:**

20
21 Classroom teachers shall be on duty and/or on campus and responsible
22 for instruction and other assigned duties for a minimum of 7-1/4 hours
23 per day except when the classroom teacher has prior approval of the
24 immediate supervisor.

25
26 Beyond the duty day, classroom teachers are responsible for parent
27 conferences, back to school nights, and open house nights. Classroom
28 teachers will be allowed to volunteer for extra duties before supervisors
29 will assign those duties.

30
31 On foggy day schedules, teachers shall arrive at the regular time, except
32 when unsafe driving conditions exist, but no later than 9:00 a.m. The
33 teachers' workday (7-1/4 hours) will remain the same.

34
35 Shared contracts will be considered on a case-by-case basis.

36 On Fridays and days before holidays, teachers may leave sites five (5)
37 minutes after student dismissal unless the teacher has another assigned
38 duty.

39
40 **C. Lunch**

41
42 All unit members shall be entitled to a duty free lunch period of at least
43 thirty (30) minutes.

44 **D. Prep Time**

1 Each site administrator at non-departmentalized sites will develop a plan
2 to provide a preparation period of at least thirty (30) continuous minutes
3 per day. This plan is subject to approval by the Superintendent. The
4 District retains flexibility to schedule work related activities such as
5 trainings and meetings within the duty day one day per month.
6

7 With prior administrative approval, a teacher may elect to teach during
8 the preparation period. Compensation for this assignment shall be daily
9 rate of pay divided by the periods assigned on the master schedule.
10

11 **E. Miscellaneous**

12

13 In general, teachers will be notified of administration required meetings
14 at least twenty-four 24 hours prior to the meeting. It is recognized that
15 there may be emergencies or other circumstances in which shorter notice
16 may be given.
17

18 Effective July 1, 2002 teachers whose day includes a regularly scheduled
19 planning period, may voluntarily substitute during that period. This
20 would entitle the substituting teacher to receive equivalent sick leave
21 added to their accumulated sick leave or be compensated for such time
22 with \$25.00 per period so substituted.
23

24 Teachers without a regularly scheduled planning period, and whose
25 normal classroom is multiple subject, and self-contained in nature, may
26 elect to accept students from other teachers' classrooms. Such practice
27 shall only be accepted and allowed on an emergency basis when no
28 qualified substitute or certificated "fill-in" teacher is available. The
29 teacher accepting the additional students shall be compensated as
30 described above with each clock hour constituting a single period. Partial
31 hours at the beginning and end of the period of coverage, that are at
32 least 30 minutes long, may also constitute a period. The total shall not
33 exceed 7 periods in any given student day. To qualify the teacher must
34 accept five (5) or more students.
35

36 For each school year that Spring Break is scheduled during May Day
37 Fair Week, the High School Ag Teachers shall have individual election
38 between five (5) Compensating Days per school year; extended contracts
39 to include five (5) days per diem pay; or a combination of both.
40

41 An Addendum shall be added to the Ag Teachers' Offer of Employment
42 noting the options referenced above and to include a check mark field or
43 write-in area for the Ag Teacher to select his/her choice.
44

44 **ARTICLE X. – EVALUATIONS**

45

46 **A. Purpose**

1
2 Employee evaluations serve multiple purposes, which include:

- 3 • Improving teacher performance to increase student learning
- 4 • Acknowledging exemplary employee performance
- 5 • Serving as the basis for decisions on employee continuing
- 6 employment.

7
8 Likewise, evaluations serve as a communication tool:

- 9 • To establish and maintain employee performance standards and
- 10 expectations
- 11 • For analysis of professional development needs
- 12 • For developing a knowledge of staff skills
- 13 • To document employee strengths and weaknesses
- 14 • To provide an overall perspective of job performance during the
- 15 evaluation period

16
17 The District retains the sole responsibility for the evaluation and

18 assessment of performance of each employee, subject only to the

19 following:

- 20
- 21 • No Employee, covered by this agreement, shall be required to
- 22 formally evaluate any other employee(s).
- 23

24 **B. Probationary**

25

26 **1. Notification**

27

28 Each certificated employee to be evaluated shall be notified by the

29 District Superintendent or designee in writing during the first four weeks

30 of each school year as to the name of the evaluators.

31

32 **2. Observations Probationary/Provisional**

33

34 The time and date for one of the formal observations shall be announced

35 by the evaluator at least two (2) days in advance of the observation.

36 Classroom observations shall be at least thirty (30) minutes in length.

37

38 **3. Frequency And Timing**

39

40 Formal evaluation of probationary employees shall occur two (2) times

41 during the probationary period:

42

43 The first on or before November 30

44 The second on or before February 1

45

1 **4. Right To Respond**

2
3 The teacher shall have the option of filing a response to the Formal
4 Classroom Observation Form. If the teacher elects to do so, the response
5 shall be completed within five (5) school days after receiving the
6 observation record.

7
8 **5. Distribution of Formal Observation**

9
10 One copy of the evaluator’s Formal Classroom Observation Form shall be
11 placed in the employee’s personnel file and

12
13 One shall be given to the teacher within five (5) days after the
14 observation.

15
16 **6. Evaluation Form**

17
18 The rating system will consist of a continuum of four descriptors: (1)
19 Exemplary, (2) Satisfactory; (3) Needs to Improve; and (4) Unsatisfactory.

20
21 **7. Failure by the District**

22 A failure by the District to comply with a section of this article shall not
23 be grounds to reverse a dismissal.

24
25 **C. Permanent (Tenured) Certificated**

26
27 **1. Notification**

28
29 Each certificated employee to be evaluated shall be notified by the
30 District Superintendent or designee in writing during the first four weeks
31 of each school year as to the name of the evaluators.

32
33 **2. Frequency And Timing**

34
35 Formal annual evaluations of permanent tenured certificated employees
36 shall be accomplished at the discretion of the supervisor, generally, once
37 per year at least thirty (30) days before the last teachers’ working day.

38
39 Permanent teachers, after one evaluation report with no standards below
40 “satisfactory” or with no areas of “need for improvement”, may be
41 evaluated once every two years at the option of the Superintendent or
42 designee.

43
44 Approximately one half (1/2) the tenured teachers may be evaluated at
45 least once each year.

1 One or more formal observations shall be made during the evaluation
2 period

3
4 **3. Right To Respond**

5
6 Response to formal observation:

7 The teacher shall have the option of filing a response to the Formal
8 Classroom Observation Form. If the teacher elects to do so, the response
9 shall be completed within ten (10) school days after receiving the
10 observation record.

11
12 **4. Distribution of Formal Observation:**

13
14 One copy of the evaluator's Formal Classroom Observation Form
15 shall be placed in the employee's personnel file and

16 One shall be given to the teacher within five (5) days after the
17 observation.

18
19 **5. Evaluation Form**

20
21 The rating system will consist of a continuum of four descriptors: (1)
22 Exemplary, (2) Satisfactory; (3) Needs to Improve; and (4) Unsatisfactory.

23
24 **6. Five-Year Evaluation**

25
26 **a. Eligibility**

27
28 The following individuals will be eligible for participation in the five-year
29 optional evaluation process pursuant to Education Code 44664(3):

30
31 • Certificated teaching employees with permanent status who have
32 been employed at least 10 years with the school district, are highly
33 qualified as defined in 20 U.S.C. Sec. 7801, and whose previous
34 evaluation rated the employee as meeting or exceeding standards, if the
35 evaluator and certificated employee being evaluated agree. The
36 certificated employee or the evaluator may withdraw consent at any time.

37
38 • Participation will be voluntary for the experienced teacher with
39 mutual agreement of the administrator.

40
41 **b. Implementation**

42
43 The five-year evaluation option will be initiated with a meeting between
44 the evaluator and the qualified teacher within a month of notification of
45 evaluation. This initial meeting will cover the following items:

- 1 • Acknowledgement by both parties that the teacher is entering the
2 five-year evaluation process;
- 3 • An explanation of the process requirements and possibilities;
- 4 • Setting of the time for the second evaluator/teacher meeting to
5 examine the proposal prepared by the electing teacher that will
6 include the goals of the teacher’s five-year plan progress and level
7 of success at culmination.

8
9 **c. The Five-Year Evaluation Option Plan:**

10
11 It is the responsibility of the electing teacher to prepare an acceptable
12 five-year option plan. This plan will include goals based on the California
13 Standards for the Teaching Profession as the foundation of the plan. The
14 plan will adhere to the following guidelines:

- 15
16 • Provide structure indicating the sequence of proposed events
17 leading to attainment of the plan goal(s).
- 18
19 • Provide a clear accountability for the progression through the plan
20 on the part of the electing teacher.
- 21
22 • Be clearly written; show substance in relation to professional
23 development choice(s).
- 24
25 • Show the support system the electing teacher will require to reach
26 the proposed plan goal(s). For example, the teacher should include
27 names of anyone who may help the teacher through the plan sequences.
- 28
29 • Be aligned with District (or site) improvement plans for increasing
30 student achievement levels.

31
32 Provide for interim assessment points/meetings with the evaluator to
33 evaluate the progress of the teacher through the plan and fine-tune the
34 plan.

- 35
36 • Informal evaluations will be submitted for years one through four
37 of the plan. A formal evaluation will be designed for the final year of the
38 plan.

39
40 **7. District Compliance:**

41 Failure by the District to comply with a section shall not be grounds to
42 reverse a dismissal.

43 **ARTICLE XI. - PEER Professional Development**

44
45 **A. Retention of Education Code Rights:**

1
2 Nothing herein shall modify or in any manner affect the rights of the
3 Governing Board/District under provisions of the Education Code
4 relating to the employment, classification, retention or non-reelection of
5 certificated employees.

6
7 Nothing herein shall modify or affect the District's right to issue notices
8 of unsatisfactory performance and/or unprofessional conduct pursuant
9 to Education Code Section 44938.

10
11 **B. Governing Board Review of Recommendations:**

12
13 Nothing herein shall preclude the Board from examining information,
14 which it is entitled by law to review in connection with the evaluation of
15 and/or decision to retain in employment, probationary or temporary
16 certificated employees

17
18 **C. Primary Purpose**

19
20 The Peer Professional Development (hereafter referred to as "PPD")
21 Program is for all teachers and in no manner diminishes the legal rights
22 of bargaining unit members. The Program shall have three groups: Peer
23 Assisted Teachers (referred teachers), Professional Development
24 Teachers, and the Peer Professional Development Committee. Under the
25 direction and supervision of the Committee, the Professional
26 Development Teacher will provide assistance to Peer Assisted Teachers
27 in the PPD program in order to improve instructional performance. The
28 Professional Development Teacher will offer various forms of assistance
29 to the Peer Assisted Teacher including but not limited to demonstrating,
30 observing, coaching, conferencing, or referring. The Peer Professional
31 Development process is not for the purpose of evaluating by the
32 Professional Development Teachers. All forms and/or reports will be
33 records of activities.

34
35 **D. Qualifications for Employment as a Professional Development**
36 **Teacher**

37
38 Teachers who are recommended for the position of Professional
39 Development Teacher shall be credentialed classroom teachers with
40 permanent status, who have completed at least three consecutive school
41 years in DPOLJUSD in a position requiring Teacher credentials (CA Ed.
42 Code Article 4.5, Section 44501a).

43
44 The Professional Development Teacher shall have substantial recent
45 experience in classroom instruction and have demonstrated exemplary
46 teaching ability as indicated by, among other things, effective

1 communication skills, subject matter knowledge, and master of a range
2 of teaching strategies necessary to meet the needs of pupils in different
3 contexts. (CA Ed. Code Article 4.5, Section 44501 b and c). The PDT shall
4 have extensive training in teacher mentoring.

5
6 **E. Professional Development Teacher Selection**

7
8 Once the Committee determines the need for PDT, interested teachers
9 may submit letters of interest outlining classroom experience, credentials
10 held, mentor training verification, knowledge and application of the
11 California Standards for the Teaching Profession, and knowledge and
12 application of teaching strategies.

13
14 The Committee shall conduct interviews of interested applicants and
15 notify selected teachers within five days.

16
17 **F. Professional Development Teachers Assignments**

18
19 Assignments shall be made by the Committee for a period to be
20 determined by the Committee.

21
22 **G. Major Responsibilities and Duties of a Professional
23 Development Teacher Assigned to a Peer Assisted Teacher**

24
25 The duties of the Professional Development teacher include:
26 Meet with the Peer Assisted Teacher to establish goals pertaining to the
27 California State Teaching Standards and develop a plan leading to the
28 attainment of those goals using the Monthly Assignment Map.

29
30 Provide a portfolio that represents the participant's progress towards
31 fulfilling the six California Standards for the Teaching Profession to the
32 Committee.

33
34 Conduct regularly scheduled conferences with the Peer Assisted Teacher.
35 Conferences are to assist the PAT in developing teacher practice.

36
37 The PDT will accompany their PAT in observing model classrooms. and
38 provide evidence of observations in the portfolio.

39
40 Conduct multiple observations of the PAT during classroom instruction.

41
42 Use appropriate school district resources and search for outside sources,
43 if necessary, to assist the PAT.

44 The PDT and the PAT will both compile and submit the portfolio
45 documentation **monthly** to the Committee.

46

1 **H. Professional Development Teacher Duties**

2
3 PDTs who are assigned to a PAT will provide a minimum of 20 hours of
4 on-site, documented assistance per semester. An Individualized
5 Assistance Plan will be created that addresses the standard(s) which
6 has/have been evaluated as “unsatisfactory” or “needs to improve”. The
7 plan will be agreed upon by the Principal, the PDT, and the PAT.
8 Communication and consultation with the Principal shall be ongoing and
9 shall be closely monitored by the Committee. The course of assistance
10 may include one or more of the activities described above.

11
12
13 The PDT will share all written and verbal program progress reports
14 during a conference with the PAT at least once every three weeks. The
15 Consulting Teacher will submit the final written report of dates, times,
16 and topics to the PAT, Site Administrator, and to the Committee.

17
18 Upon reevaluation of the PAT, the official evaluator will submit a written
19 recommendation to the Committee recommending the PAT continue or
20 be exited from the Peer Professional Development Program.

21
22 **I. Referred Teachers (RT)**

23
24 A Referred Teacher (RT) is a teacher who has been referred after having
25 received an “unsatisfactory” on any standard, or two “needs to improve”
26 on any standard on two or more consecutive evaluations. Teachers so
27 referred shall have an opportunity to appear before the Peer Professional
28 Development Committee prior to its determination in opposition to such
29 a referral. For any RT that has two “needs to improve” the Committee
30 has the authority to accept or reject the referral.

31 If the Committee accepts the referral, then participation is mandatory.

32
33 The Referred Teacher shall be entitled to review all reports generated by
34 the Consulting Teacher prior to submission to the Panel and to have
35 affixed thereto his/her comments. To effectuate this right, the
36 Consulting Teacher shall provide the Referred Teacher with copies of
37 such reports at least five (5) working days prior to any such meeting.

38 The Referred Teacher shall have the right to be represented by the Dos
39 Palos-Oro Loma Teachers Association in any meeting of the Panel or in
40 conference with the Principal to which they are called. They shall be
41 given a reasonable opportunity to present his/her point of view
42 concerning any report being made.

43
44 The Referred Teacher shall have the right to receive a written report
45 within ten (10) days of consultation of progress being made.

1 **J. Referred Permanent Teacher Duties.**

2
3 The prime focus of participation in this program is to provide assistance
4 and renew quality teaching. This assistance shall be provided by the
5 consulting teachers under this article and shall be closely monitored by
6 this program’s governing board. Communication and consultation with
7 the Principal shall be ongoing. An Individualized Assistance Plan shall
8 be agreed upon at a conference between the Principal, the Consulting
9 Teacher, and the Referred Teacher. The decision to refer a permanent
10 teacher for assistance through this program shall not be subject to the
11 grievance procedure. A teacher shall not have access to the grievance
12 process to challenge the contents of reports, or decisions of the Panel or
13 Committee, but may file a response which shall become part of the
14 official record of the assistance.

15
16 **K. Peer Professional Development Committee (Committee)**

17
18 The Peer Professional Development Committee shall consist of three (3)
19 members including two (2) teachers elected by the membership and one
20 (1) administrator appointed by the Superintendent. The Committee
21 reviews the operations of the Program and provides advice for
22 implementation.

23
24 The District shall hold harmless the members to the Committee and the
25 Professional Development Teachers for any liability arising out of their
26 participation in the Program as provided in Education Code Section
27 44503(c).

28
29 The Committee actively participates in ongoing professional development
30 and has a commitment to teacher education. These leaders are ever
31 present in carrying out technical support activities and modeling the
32 servant leader philosophy. To be current and present in their work, they
33 may themselves support Peer Assisted Teachers in their extended roles.

34
35 The Committee designs and presents professional development for the
36 Peer Assisted Teachers and participates in evaluation and improvement
37 of seminars, workshops, and the program as a whole.

38
39 The Committee meets on an “as-needed” basis and sets monthly
40 meetings once a teacher has been referred.

41
42 **J. Primary Purpose: BTSA**

43
44 BTSA offers a state approved induction program leading to a DPOLJUSD
45 BTSATIP recommendation for a Clear credential. The Program includes
46 the BTSA Program Director, Support Providers, and Participating

1 Teachers. The Program Director manages the program and may act as a
2 Support Provider. Under the direction of the Program Director, Support
3 Providers mentor Participating Teachers. Participating Teachers are
4 defined as those holding a Preliminary credential. State funded support
5 is available for Participating Teachers for a maximum of two years.
6 Participating Teachers who fail to complete the Program within two years
7 will be charged a fee as defined by the Program. It is the responsibility of
8 the Participating Teacher to complete all Program requirements for
9 recommendation for the Clear credential.

10
11 **1. Qualifications for Employment as a Program Director:**

12
13 The DPOL BTSA Program Director must be a fully credentialed teacher
14 with a minimum of ten years recent classroom experience.

15
16 **2. Qualifications for Employment as a Support Provider:**

17
18 A Support Provider must be a fully credentialed teacher with a minimum
19 of five years recent classroom experience. All Support Providers must
20 complete a two-year mentor training program. The DPOL BTSA Program
21 is a “mixed model” design and may consist of full-release, part time
22 release, or stipend Support Provider positions.

23
24 **ARTICLE XII - PERSONNEL FILES**

25
26 The official personnel file for each employee shall be maintained at the
27 district’s central administration office.

28
29 An employee shall have the right to examine, during the employee’s non
30 working time, and/or obtain copies at his or her expense, any material
31 from the employee’s personnel file with exception of material that
32 includes ratings, reports, or records which were obtained prior to the
33 employment of the employee involved.

34
35 An employee may have another person accompany him/her to assist in
36 the examination of his/her personnel file, or may give written
37 authorization for another person to examine the personnel file.

38
39 **ARTICLE XIII – GRIEVANCE**

40
41 **A. Definitions**

42
43 A "Grievance" is an allegation by a grievant that he/she has been
44 adversely affected by a violation of the provisions of this Agreement.

1 A "grievant" may be any representation unit member employee of the
2 District covered by the terms of this Agreement.

3
4 A "day" is any day in which the District Office is open for business.

5
6 The "immediate supervisor" is the supervisor having immediate
7 jurisdiction over the grievant who has been designated to adjust
8 grievances.

9
10 At any stage or level of the grievance process the employee shall have the
11 right to representation by the Association. An employee may, upon
12 obtaining release from the Association, present grievances to the District
13 and have such grievances adjusted without the intervention of the
14 Association. However, any adjustment shall not be inconsistent with the
15 terms of this Agreement.

16
17 **B. Informal Resolution Procedures**

18
19 Before filing a grievance, the grievant, within (20) days of the alleged
20 violation should attempt to resolve it by an informal conference with
21 his/her supervisor.

22
23 **C. Formal Resolution Procedures**

24
25 **1. LEVEL 1 - Immediate Supervisor**

26
27 Within ten (10) days after the conference of the alleged violation, giving
28 rise to the grievance, the grievant must present the grievance in writing
29 on the appropriate District form, to his/her immediate supervisor with a
30 copy to the Superintendent.

31
32 This statement shall be a clear, concise statement of the grievance, the
33 circumstances involved, the decision rendered at the informal conference
34 and the specific remedy sought.

35
36 The supervisor shall communicate a decision to the employee and the
37 Superintendent in writing within ten (10) days after receiving the
38 grievance. If the supervisor does not respond within the time limits, the
39 grievant may appeal to the next level.

40 Within the above time limits, either party may request a personal
41 conference.

42
43 **2. LEVEL 2 - District Superintendent**

44
45 If the grievant is not satisfied with the decision at LEVEL I he/she may,
46 within ten (10) days, appeal the decision on the appropriate form,

1 provided by the District, to the Superintendent or his/her designee.
2 Within the above time limits, either party may request a personal
3 conference.

4
5 The Superintendent or his/her designee shall communicate a decision in
6 writing to the grievant within ten (10) days. If the Superintendent or
7 his/her designee does not respond with the time limits provided, the
8 grievant may appeal to LEVEL III.

9
10 **3. LEVEL 3 – Conciliation/Mediation**

11
12 In the event the grievant is not satisfied with the decision at Level II,
13 he/she may within ten (10) days submit a statement in writing on the
14 appropriate form to the Superintendent for mediation of the dispute.
15 Such statement must be agreed to by the Association. Included with this
16 statement will be a copy of the original grievance, the decision rendered
17 and a clear concise statement of the reasons for the appeal.

18
19 The Association and the District shall attempt to agree upon a mediator.
20 If no agreement can be reached, they shall request the State Conciliation
21 Service to supply a panel of five (5) names of persons qualified to hear
22 the dispute. Each party shall alternately strike a name until only one
23 name remains. The remaining panel member shall be the mediator. The
24 order of the striking shall be done by lot.

25
26 The parties will then participate in the mediation process to resolve the
27 dispute. The parties will cooperate with the mediator in meeting either
28 jointly or separately and presenting their respective positions and
29 supporting documentation. The mediator will notify the parties of
30 resolution or of the lack of resolution in writing. Any costs incurred will
31 be shared equally by the District and the Association.

32
33 **4. LEVEL 4 – Board Of Trustees**

34
35 The grievant may, within ten (10) days, appeal the decision on the
36 appropriate form, provided by the District, to the Board of Trustees. The
37 statement shall include a copy of the original grievance and appeal, the
38 decision rendered and a clear, concise statement of the reasons for the
39 appeal. Within the above time limits, either party may request a personal
40 conference.

41 The Trustees will review the statements of the parties involved in the
42 grievance as well as the records presented at each level of the grievance
43 procedure. If upon review the Trustees find they are unable to render a
44 final determination on the records presented the Trustees may reopen
45 the record for the taking of additional evidence.

1 The Trustees will communicate their decision in writing to the grievant
2 within forty-five (45) days of receipt of the written grievance and their
3 decision is final.

4
5 **ARTICLE XIV. - LEAVE PROVISIONS**

6
7 **A. ILLNESS/INJURY LEAVE**

8
9 **1. Personal Illness and Injury Leave**

10
11 Full-time unit members shall be entitled to ten (10) days leave with full
12 pay for each school year for purposes of personal illness or injury. Unit
13 members who work less than full-time shall be entitled to that portion of
14 the ten (10) days leave as the number of hours per week of scheduled
15 duty relates to the number of hours for a full-time unit member in a
16 comparable position.

17
18 After all earned leave as set forth above is exhausted, additional non-
19 accumulated leave shall be available for a period not to exceed five (5)
20 school months provided that the provisions below are met. The
21 employee must provide the District with a doctor's note justifying the
22 need for extended leave. The amount deducted for leave purposes from
23 the unit member's salary shall be the amount which would have been
24 paid to a substitute. The five (5) month period shall begin on the eleventh
25 (11th) day of absence due to illness or injury or on the last day of
26 accumulated sick leave is used whichever occurs first.

- 27
28
29
30 1) If a unit member does not utilize the full amount of leave as
31 authorized in (1) above in any school year, the amount not utilized
32 will be accumulated from year to year.
33
34 2) After five (5) consecutive days of absence, a unit member may be
35 required to present a medical doctor's certificate verifying the personal
36 illness or injury and/or a medical authorization to return to work.
37
38 3) Whenever possible a unit member must contact his/her immediate
39 supervisor or designee as soon as the need to be absent is known.
40 4) A unit member who is absent for one-half (1/2) day shall have
41 deducted one-half (1/2) day from the accumulated leave. Unit
42 members absent for parts of a day other than one half (1/2) day will
43 be deducted a minimum of one (1) hour and then on an hourly pro-
44 rated based on the number of contract hours

1 5) Each unit member shall be notified of the accumulated leave by no
2 later than October 15th of each school year. Errors will be subject to
3 correction.
4

5 **B. PERSONAL NECESSITY LEAVE**

6
7 **1. Number of Days Allowed**

8
9 Employee may use up to seven (7) days of accumulated sick leave during
10 any school year in case of personal necessity. Two personal necessity
11 leave days shall be deemed “no-tell days” when the teacher is not
12 required to inform the immediate supervisor of the reason for the leave.
13

14 **2. Definitions**

15
16 **a. Personal necessity** is defined as any activity or personal
17 obligation of an employee which necessitates or mandates his/her
18 absence from his/her assignment during regular work hours.
19

20 **b. Immediate family** of an employee or spouse is defined as:
21

- Son
- Brother
- Mother
- Aunt
- Grandparent
- Son-in-law
- Brother-in-law
- Mother-in-law
- Step-parent
- Daughter
- Sister
- Father
- Uncle
- Grandchild
- Daughter-in-law
- Sister-in-law
- Father-in-law
- Step-children
- Or any person permanently living in the household of the employee.

22
23
24
25 **3. Advanced Permission**

26
27 The employee’s application for non emergency use of his sick leave for
28 personal necessity must be received by the supervisor not less than two
29 (2) working days or forty-eight hours prior to the desired absence.
30

1 **4. Acceptable Reasons For Personal Necessity**

2
3 Extension of bereavement leave. (Advance permission not required).

4
5 Accident involving his person or property, or the person or property of a
6 member of the immediate family. (Advance permission not required).

7
8 Appearance in court as a litigant, or as a witness under official order.
9 (Advance permission required).

10
11 Serious illness of a member of his immediate family as defined by
12 Education Code 45194. (Advance permission not required).

13
14 Response to an official order from another governmental jurisdiction for
15 reasons not brought about through the connivance or misconduct of the
16 employee of such emergency nature that the presence of the employee is
17 required during his regular working hours and no alternative meeting on
18 a non duty day can be arranged. (Advance permission required).

19
20 Settling of legal affairs and other serious personal emergencies which
21 cannot be resolved on non-working days. (Advance permission required).

22
23 Adoption of a child. (Advance permission not required).

24
25 Seeing a son/daughter or parent off to military duty overseas. (Advance
26 permission required).

27
28 Paternity leave for new fathers. (Advance permission required).

29
30 Educational activity of son/daughter. (Advance permission required).

31
32 Weddings of employee or employees immediate family. (2 days). (Advance
33 permission required).

34
35 Other reasons on a case by case basis. (Up 2 days approval by Site
36 Supervisor any additional days Superintendent approval required.)

37
38 **5. Reasons For Which Personal Necessity Leave Will Not Be**
39 **Approved.**

40
41 Attendance at or participation in functions or activities which are
42 primarily for the employees' pleasure, amusement or personal
43 convenience.

44
45 The extension of holidays or vacation periods for personal convenience.

46

1 Accompanying a spouse on a trip when such travel is not otherwise
2 authorized by these rules.

3
4 Seeking or engaging in a remunerative employment.

5
6 Engaging in a strike, demonstration, picketing, lobbying, rally, march,
7 campaign meeting or any other activities related to work stoppage or
8 political campaigning.

9
10 **C. BEREAVEMENT LEAVE**

11
12 A unit member shall be entitled to a maximum of three (3) days, or five
13 (5) days leave of absence if more than 250 miles travel is required,
14 without loss of salary on account of the death of any member of his/her
15 immediate family.

16
17 **D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

18
19 Unit members will be entitled to industrial accident leave according to
20 the provision in Education Code Section 44984 for personal injury which
21 has qualified for worker's compensation under the provisions of the State
22 Compensation Insurance Fund.

23
24 Such leave shall not exceed sixty (60) days during which the schools of
25 the District are required to be in session or, when the employee would
26 otherwise have been performing work for the District in any one fiscal
27 year for the same accident.

28
29 The District has the right to request a second medical opinion to assist in
30 determining the length of time during which the teacher shall be
31 temporarily unable to perform assigned duties and the degree to which a
32 disability is attributable to the injury involved.

33
34 The Total of the unit member's temporary disability indemnity and the
35 portion of salary due him/her during his/her absence shall equal
36 his/her full salary. For any days of absence from duty as a result of the
37 same industrial accident, the unit member shall endorse to the District
38 any wage loss benefit check from the State Compensation Insurance
39 Fund.

40
41 If the unit member fails to endorse to the District any wage loss
42 disability, indemnity check received on account of industrial accident or
43 illness as provided above, the District shall deduct from the unit
44 member's salary warrant, the amount of such disability indemnity
45 actually paid to and retained by the unit member.

1 **E. JURY DUTY/WITNESS LEAVE**

2
3 Unit members shall be granted leave, without loss of pay, to appear in
4 court as a witness, other than as a litigant, or to respond to an official
5 order from duly authorized government agencies, or to serve as a Juror.
6 The unit member shall notify the site administrator of the duty/leave as
7 soon as possible.

8
9 Any compensation, less any mileage expenses, received for appearance
10 as a witness or from serving as a Juror under this section shall be
11 endorsed over to the District so that the unit member's compensation for
12 any days of absence for the above purposes shall not be in excess of nor
13 less than, his/her regular pay.

14
15 **F. CATASTROPHIC LEAVE**

16
17 When a catastrophic illness or injury incapacitates an employee for an
18 extended period of time or incapacitates a member of the employee's
19 immediate family as a result of a verifiable long-term illness or injury,
20 fellow employees may donate accrued sick leave to the employee under
21 the specific requirements of the Dos Palos – Oro Loma Joint Unified
22 School District's Catastrophic Leave Program. Donations made under
23 the Catastrophic Leave Program shall be strictly voluntary and donors
24 shall sign a form acknowledging that the transfer of leave credit is
25 irrevocable.

26
27 The first ten (10) days of illness or disability must be covered by the unit
28 member's own sick leave, differential leave, or leave without pay. The
29 employee must request participation in the Catastrophic Leave Plan
30 within ten (10) days of exhausting their own sick leave, differential leave,
31 or leave without pay.

32
33 An employee who is or whose family member is suffering from a
34 catastrophic illness or injury may request donations or accrued vacation
35 or sick leave credit under the Catastrophic Leave Program.

36
37 An employee who is suffering from a catastrophic illness or injury may
38 request on the district form that eligible leave credits be donated for
39 his/her use as an invalid or family caretaker.

40
41 An employee suffering from a catastrophic illness or injury shall provide
42 verification by means of a letter, dated, and signed by the ill or injured
43 person's physician, indicating the incapacitating nature and probable
44 duration of the illness or injury. The District retains the right to obtain a
45 separate evaluation of the employee's condition by a physician of its

1 choice. In the event of conflict of opinion, a third opinion from a
2 mutually selected physician will be sought.

3
4 The Superintendent or designee shall determine that the employee is
5 unable to work due to catastrophic illness or injury and has exhausted
6 all accrued sick leave.

7
8 The maximum benefit to be received by any employee for any single
9 catastrophic illness or injury is seven (7) consecutive months.

10
11 Any employee who receives paid leave pursuant to this program shall use
12 any leave that he/she continues to accrue on a monthly basis before
13 receiving paid leave pursuant to the Catastrophic Leave Program.

14
15 If a unit member is incapacitated, applications may be submitted to the
16 District by the employee's agent or member of the unit member's family.

17
18 Employees may donate leave credits to a specific employee when that
19 employee, or a member of his/her family, suffers from a catastrophic
20 illness or injury and the employee has exhausted all accrued paid leave
21 credits.

22
23 Eligible leave is defined as accrued sick leave.

24
25 Eligible leave must be donated at a minimum of one day and a maximum
26 of two days. His/her transfer of leave is irrevocable.

27
28 The Superintendent or designees shall inform employees of the means by
29 which donations may be made in response to the employee's request.

30
31 To ensure that employees retain sufficient accrued sick leave to meet the
32 needs that normally arise, donors shall preserve their accumulated sick
33 leave at a minimum of fifteen (15) days.

34
35 **G. SABBATICAL LEAVE**

36
37 **1. Purpose**

38
39 The purpose of a paid Sabbatical Leave is to permit study or travel by an
40 employee to benefit the schools and students of the district.

41
42 **2. Eligibility**

43
44 An employee is eligible to apply who has served the DPOLJUSD as a full-
45 time employee for seven (7) consecutive years and must be able to
46 provide two (2) full school years of service to the district after the

1 sabbatical is completed. An employee will be given only one (1)
2 sabbatical leave during each seven (7) year period.

3
4 **3. Extent and Distribution of Leaves:**

5
6 The number of employees absent on sabbatical leave at one time shall
7 not exceed 3% (to the nearest whole number) of the total number of
8 certificated employees.

9
10 **4. Application Procedure:**

11
12 An application must be submitted one year in advance: no later than
13 January 2 for the following January, or no later than August 1 for the
14 following Aug. Applications are to be submitted to the Superintendent.

15
16 Applications must consist of a letter of support from the site Principal
17 and shall include a full statement of the purposes (study, travel, and
18 research), expected benefits and outcomes, and the duration of the
19 requested leave.

20
21 Within 10 working days, the Superintendent will accept the application
22 to forward to the Board for final approval, or return it to the applicant for
23 more information.

24
25 Upon the Board's final approval, the applicant will work closely with
26 Administration to ensure the smooth transition and operation of the
27 academic program in preparation of the leave.

28
29 If sabbatical leave is not granted, a letter will be sent to the applicant
30 stating the reason(s) for denial.

31
32 A sabbatical leave may be granted for a school year or less. The
33 Superintendent may elect to extend the term of the leave.

34
35 **5. Sabbatical Leave Requirements:**

36
37 Upon being granted a paid sabbatical leave, the employee will sign an
38 agreement to return to service in the District for not less than two (2)
39 years upon completion of the leave or restore to the District all salary
40 payments received while on leave.

41
42 While on a sabbatical leave for a designated course of study leading to
43 certification or a post-graduate degree, an employee shall complete at
44 least six (6) semester units of upper division or graduate work for each
45 semester of leave granted. Transcripts shall be submitted to the
46 Superintendent's office within thirty (30) days of the employee's return to

1 duty. Failure to complete the coursework in a timely or satisfactory
2 manner will result in restoring to the District all salary payments
3 received while on leave.

4
5 When seeking sabbatical leave for research, the applicant shall submit a
6 detailed outline of his/her proposal for review such as: objectives,
7 method of conducting the project, materials and agencies or institutions,
8 project completion date with completion dates for sub-portions, and
9 proposed method of preparing the final report, with bibliography. Failure
10 to complete and submit the final report in a timely manner will result in
11 restoring to the District all salary payments received while on leave.

12
13 The Superintendent shall determine how much time an individual on
14 leave for travel shall be on travel status. Upon completion of the leave
15 and within thirty days of the employee's return to duty, a detailed
16 itinerary and a written report of not less than 1,500 words shall be
17 submitted to the Superintendent's office setting forth the employee's
18 reaction to the trip and the benefits to the schools and students of the
19 district. Failure to complete and submit the written report in a timely
20 manner will result in restoring to the District all salary payments
21 received while on leave.

22 23 **6. Compensation:**

24
25 Compensation while on leave shall be one-half the salary the employee
26 would have received had he/she remained in the service of the District
27 and will be paid in equal monthly installments. Health benefits will
28 continue to be automatically deducted at the employee's regular monthly
29 rate.

30 31 **7. Effect Upon Position Status, Salary Increments, and** 32 **Retirement:**

33
34 Sabbatical leave will be counted as a semester or a year of service and
35 experience on the salary schedule.

36
37 At the expiration of the leave, the employee will be reinstated in a
38 position commensurate with the credential held.

39
40 College units earned during sabbatical leave may be utilized to meet
41 salary column advancement consistent with current Bargaining
42 Agreement language.

43
44 The employee's normal percentage of deduction for retirement purposes
45 shall be applied to the actual salary received. The sabbatical leave year
46 is counted a one-half (1/2) year service for retirement purposes.

1
2 **8. Accident and Illness While on Sabbatical Leave:**
3

4 Interruption of the program of study or travel caused by a serious
5 accident or illness during a sabbatical leave shall not affect the amount
6 of compensation to be paid. However, the Governing Board must be
7 notified by registered mail within two (2) weeks after the accident or
8 onset of illness. A doctor's statement verifying the accident or illness
9 must be submitted. In case of such accident or illness, the employee
10 status will fall under current medical leave language/policy.
11

12 **H. Workers Compensation**
13

14 Leave may not be used for illness or disability which qualifies the
15 participant for Worker's Compensation benefits unless the participant
16 has exhausted all Workers' compensation leave, his/her own sick leave,
17 and provided further that the employee signs over any Workers'
18 Compensation checks for temporary benefits to the District.
19

20 **I. Disability**
21

22 When the applicant is eligible for a Disability Award or a retirement
23 under STRS or, if applicable, Social Security, the district may request the
24 application of a disability or retirement. Failure of the employee to
25 submit a complete application including medical information provided by
26 the applicant's physician, within twenty (20) calendar days may
27 disqualify him/her for further leave payments.
28

29 If the plan does not have sufficient days to fund a request, the District is
30 under no obligation to provide payment to the applicant.
31

32 **ARTICLE XV - VACANCIES, ASSIGNMENTS,**
33 **TRANSFER/REASSIGNMENTS**
34

35 **A. Definitions:**
36

37 **1. VACANCY-** A vacancy is any new or existing vacated/or open
38 position which the District elects to fill permanently.
39

40 **2. TRANSFER-** A transfer is defined as a change from one school site
41 to another or a change in subject area assignment in Grades 6-12 or a
42 change in grade level assignment in Grades K-8.
43

44 **B. Vacancies**
45

1 The Superintendent shall send to the Association President and post in
2 all school buildings a list of all vacancies which occur during the school
3 year and for the following school year upon knowledge of the vacancies.
4 The list shall contain the following:

5
6 A closing date which is at least five (5) working days following the
7 posting date.

8
9 A job description.

10
11 Qualifications necessary to meet the requirements of the position.
12

13 During leaves or summer recess, the District shall, upon written request
14 by a unit member, attempt to notify that unit member of posted
15 vacancies for which they express interest and hold or have requested a
16 credential. The unit member's request must be in writing and must
17 include a mailing address for the summer or period of leave. The written
18 notice will identify a method for immediate contact with the employee.
19 Failure to make contact will not require suspending the
20 recruitment/selection process.

21
22 If a unit member already has a current transfer application on file, it is
23 not necessary to make a further application in order to be considered for
24 any vacancies for which the unit member may apply.

25
26 **C. Voluntary / Involuntary Transfer/Reassignment**

27
28 **1. Voluntary Transfers**

29
30 Requests for transfer shall be made in writing by the teacher before
31 March 15th. Such requests shall indicate the transfer desired. Such
32 requests represent consent to transfer and may be acted upon without
33 further consultation with the teacher. As a matter of routine, identified
34 professional staff vacancies will be posted at the various schools in the
35 District and the District office, and a notice of vacancies during the
36 summer months shall be sent to the Association and interested
37 individuals who requested voluntary transfer.

38
39 The Superintendent, or his/her designated representative, will give
40 consideration to the preference requested but may deny transfer if, in
41 his/her opinion, it is in the best interest of the District.

42
43 Upon written request from an applicant, reasons for denial of a transfer
44 shall be supplied to him/her in writing from the District.

45
46 **2. Involuntary Transfers/Assignments**

1
2 The District reserves the right to transfer certificated staff to meet the
3 needs of the District.

4
5 A teacher reassigned to a newly-formed class, or a class for which
6 advance planning and preparation was not made, after the first
7 orientation day of school year, shall be allowed three (3) duty days
8 (orientation days or teaching days) to prepare for the new assignment.

9
10 The District shall provide reasonable assistance in moving the
11 transferred teacher's personal teaching materials to the new location.

12
13 As soon as possible before the implementation of an involuntary transfer,
14 the Superintendent, or his/her designated representative, shall meet
15 with or notify the teacher being transferred to review needs and reasons
16 for such transfer.

17
18 **D. Notice of Intent to Return**

19
20 If a unit member, without cause, fails to notify the District before June 1
21 that he/she will remain in District service, the unit member may be
22 deemed to have declined reemployment and the unit member's service
23 may be terminated on June 30 of that year. If the unit member notifies
24 the District after June 1 of his/her intent to remain in District service,
25 the unit member may be re-assigned to a position for which he/she is
26 properly credentialed.

27
28 A unit member who gives notice of resignation after May 31 but before
29 June 30 shall be released from his/her contract within thirty (30) days of
30 the unit member's notice, or as soon as a replacement is hired for the
31 unit member, whichever occurs first.

32
33 **ARTICLE XVI. - NEGOTIATION PROCEDURES**

34
35 No later than January 15th the Association shall submit its initial
36 proposals to the District Board of Trustees.

37
38 No later than January 15th, the District shall submit its initial proposals
39 to the Association.

40
41 The parties shall meet and negotiate in good faith on negotiable items.
42 Any agreement reached between the parties shall be reduced to writing
43 and signed by them.

44
45 Times and places for negotiations will be mutually agreed upon.
46

1 As necessary, release time will be provided for all members of the
2 DPOLTA bargaining team that will be attending the meeting.

3
4 Within thirty (30) days of ratification of the Agreement by both parties
5 herein, the Board shall have sufficient copies prepared and delivered to
6 the Association for distribution to each unit member in the District. If
7 this service is not reimbursable by the State, the Association will provide
8 1/2 the service.

9
10 **ARTICLE XVII. - MAINTENANCE OF BENEFITS**

11
12 The Board and Association will, as of the effective date of this Agreement,
13 support the terms and conditions herein set forth.

14
15 This Agreement shall supersede any rules or practices of the Board and
16 the Association which are inconsistent with its terms.

17
18 The provisions of this Agreement, shall not be interpreted or applied in a
19 manner which is arbitrary, capricious or discriminatory.

20
21 **ARTICLE XVIII. - COMPENSATION, FRINGE BENEFITS AND EARLY**
22 **RETIREMENT INCENTIVE**

23
24 **A. Compensation**

25
26 Each Classroom Teacher will be entitled to a fifty dollar (\$50) classroom
27 materials or supplies reimbursement annually. Reimbursements
28 requests must be submitted with appropriate receipts.

29
30 Any new unit member coming into the District will fall onto the salary
31 schedule based upon units above Bachelor's degree and years of full time
32 teaching experience. The new unit member will have up to three (3)
33 years from date of hire to become fully credentialed. Failure to become
34 fully credentialed within three (3) years shall result in placement back to
35 Column one (1) in the corresponding step.

36
37 **B. Fringe Benefits**

38
39 The District shall contribute per fiscal year for each unit member up to
40 the total dollar amount of the health benefit premium costs (totaling
41 \$9000 annually) for eligible employees and covered dependents.
42 Employees on approved unpaid leaves of absence shall be eligible to
43 continue health insurance coverage for the period of the leave upon
44 reimbursement in advance to the District of the insurance premium,
45 subject to carrier approval.

1 If the District is notified by the insurance carrier of plan cost increases,
2 the District will inform members of the increase and enter discussion
3 with the unit as to this increase before any salary deductions are made.
4

5 **C. Early Retirement Incentive**
6

7 The school board may approve early retirement incentives in special
8 situations of advantage to the employee and the District under the
9 following conditions:
10

11 The employee must retire under the State Teachers' Retirement System
12 or the Public Employees Retirement System.
13

14 For eligible employees who retire between the ages of 55 and 59, the
15 District will contribute \$4800 per year as a medical insurance
16 contribution until age 65.
17

18 For eligible employees who retire between the ages of 60 and 64, the
19 District will contribute \$3000 per year as a medical insurance
20 contribution until age 65.
21

22 To be eligible for this program, unit members must have completed
23 fifteen (15) years of service; a minimum of ten (10) years of such service
24 must have been completed within the Dos Palos Oro Loma Joint Unified
25 School District or its antecedent districts.
26

27 **ARTICLE XIX. - SALARY SCHEDULE**
28

29 **A. Salary Schedule Increase**
30

31 The District will provide the salaries as indicated in Appendix A and
32 extra duty stipends as indicated in Appendices B, C, and D.
33

34 Unit members who serve other than the required number of work days
35 shall receive a salary which is not less than their per diem as determined
36 by the ratio between their salary position and the number of negotiated
37 work days. This provision does not apply to stipends. Notwithstanding
38 the above, unit members who serve for one (1) full semester shall receive
39 not less than one-half (1/2) the annual salary applicable to their column
40 and step.
41

42 **B. Salary Schedule Implementation**
43

44 The annual salaries set forth in this Agreement shall be paid in eleven
45 (11) equal installments for new employees, or twelve (12) equal
46 installments for returning employees, payable on the last working day of

1 each month with appropriate deductions. Returning employees may
2 select eleven (11) equal installments if they provide a signed request to
3 the payroll department prior to June 30th. Salary payments for services
4 in addition to the unit member's regular assignment shall be made not
5 later than the 15th day of the month following the payroll period in
6 which the service was performed.

7
8 Mandatory deductions from gross earnings are those required by law,
9 provisions of this Agreement, and include Federal and State income tax
10 and State Teachers Retirement System or Public Employees Retirement
11 System.

12
13 Optional deductions are those deductions the unit member may elect to
14 have taken from his/her gross earnings. Optional deductions must be
15 initiated in writing by the unit member. Such authorizations shall
16 remain in effect continuously until the District receives from the unit
17 member a written notice withdrawing the authorization for a particular
18 deduction.

19 20 **C. Credit for Service**

21
22 Credit for service shall be allowed on the salary schedule at the rate of
23 one (1) increment (step) for one (1) year of service up to a maximum of
24 ten (10) increments. The Superintendent, at his/her discretion, can
25 make placements on the salary schedule equal to years of service.

26
27 Courses which are deemed by a college or university to be applicable to a
28 graduate degree that were completed prior to completion of and were not
29 included in the attainment of the Bachelor's Degree, shall be considered
30 for salary placement as though they had been completed subsequent to
31 the granting of the Bachelor's Degree. Such conditions must be verified
32 through official transcripts or other suitable proof.

33
34 The Superintendent, at his/her discretion, may reinstate tenure status
35 earned previously in the District.

36
37 All unit **members shall advance** one (1) step on the salary schedule for
38 each year of service, except those whose placement is at the maximum
39 step for their column.

40 41 **D. Salary Placement and Movement**

42
43 Course credit for salary placement and movement shall be given for post-
44 graduate, upper division or graduate course work taken at four year
45 colleges, universities, or graduate schools which are accredited by a
46 regional accrediting commission or other programs approved by the

1 District with prior approval of administrators. With prior administrative
2 approval, undergraduate courses may be applied to the salary schedule
3 up to a maximum of nine (9) semester hours.
4

5 Any new employees who come into the District will fall onto the salary
6 schedule based on units and years of full time experience and shall have
7 up to 3 years from date of hire to obtain a preliminary or clear teaching
8 credential. Failure to obtain a preliminary or clear teaching credential
9 within 3 years shall result in placement on the Certificated Salary
10 Schedule Less than Preliminary or No BA Column at the closest
11 corresponding Step.
12

13 Semester hours (units) as defined by the particular accredited college or
14 university will be acceptable for placement on the salary schedule.
15 Quarter hours (units) shall be converted to semester hours (units) by
16 multiplying the total of such hours (units) by two-thirds (2/3).
17

18 Unit members requesting reclassification from one column to another
19 must file such requests with the Superintendent no later than May 1st of
20 each year. Official transcripts verifying units of study that are to apply
21 toward such a reclassification must be filed with the Superintendent no
22 later than September 15 of the ensuing year, to be paid on the next
23 monthly pay cycle. Transcripts received after September 15 will become
24 effective the next fiscal year.
25

26 For the first fifteen (15) units of professional growth education required
27 in order to advance a column on the salary schedule, every certificated
28 employee, regardless of subject area taught, would be required to have
29 completed three (3) units of literacy education. Participation in District
30 sponsored professional development that includes elements of literacy,
31 writing, or ELD shall meet this requirement. Professional development
32 opportunities may include but are not limited to Bonnie Bishop, GLAD,
33 Expository Reading and Writing, West Ed, ROP. For the three (3) units,
34 teachers will receive credit on a scale of fifteen (15) hours of participation
35 (including seat time and lesson development time) for one unit. This is a
36 one-time requirement for advancement on the salary schedule.
37

38 **E. Mileage Rate**

39
40 The District agrees to pay unit members the current IRS approved rate
41 per mile for the use of personal vehicles in the performance of work
42 assignments or other employer related business with prior approval of
43 administrators.
44

45 **ARTICLE XX. - PERSONAL AND ACADEMIC FREEDOM**

1 It is the policy of the District that all instruction shall be fair, accurate,
2 objective and appropriate to the age, ability and maturity of the
3 student(s), and sensitive to the community needs and the needs and
4 values of our diverse cultures and heritages as adopted by the Board of
5 Trustees.

6
7 Personal and academic freedom shall be provided to all bargaining unit
8 members to the full extent of the law.

9
10 **ARTICLE XXI. - MISCELLANEOUS PROVISIONS**

11
12 Any individual contract between the Board and an individual unit
13 member heretofore executed shall be subject to and consistent with the
14 terms and conditions of this Agreement.

15
16 **ARTICLE XXII. - SUPPORT OF AGREEMENT**

17
18 The District and the Association agree that it is to their mutual benefit to
19 encourage the resolution of differences through the meet and negotiate
20 process. Therefore, it is agreed that the Association will support this
21 agreement, for its term and will not appear before any public bodies to
22 seek change or improvement in any matter subject to the meet and
23 negotiate process except by mutual agreement of the District and the
24 Association or through remedy provided for by State law.

25
26 **ARTICLE XXIII. - EFFECT OF AGREEMENT**

27
28 It is understood and agreed that the specific provisions contained in this
29 Agreement shall prevail over District practices and procedures and over
30 State laws to the extent permitted by State law and that in the absence of
31 specific provisions in the Agreement, such practices and procedures are
32 discretionary with the District.

33
34 **ARTICLE XXIV - CONCLUSIVENESS OF AGREEMENT**

35
36 The District and the Association agree that it is to their mutual benefit to
37 encourage the resolution of differences through the meet and negotiate
38 process.

39
40 During the term of this Agreement, and in support of the meet and
41 negotiate process, the District and Association expressly agree to meet on
42 any matter of mutual interest that arises to a level of urgency precluding
43 following Article XVI's provisions for normal submission of intents to
44 bargain.

45
46 **ARTICLE XXV. - SAVINGS**

1
2 If any provision of this Agreement is contrary to law, then such provision
3 shall not be deemed valid and subsisting, except to the extent permitted
4 by law. All other provisions shall continue in full force and effect.

5
6 Upon notification of the court decision, either party may notify the other
7 party within twenty (20) days of its intent to negotiate that provision.

8
9 Employees shall not realize a reduction in salary due to implementation
10 of this contract.

11
12
13 **ARTICLE XXVI. - TERM OF AGREEMENT**

14
15 This Agreement shall remain in full force and effect up to and including
16 June 30, 2013; and thereafter shall continue in effect year-to-year until
17 changed by mutual agreement of the parties.

18
19 **Dos Palos-Oro Loma**
20 **Teachers Association**

Dos Palos Oro Loma Joint
Unified School District

21
22 _____
23 Sheila Ryskamp, DPOLTA Pres.

Dr. Brian Walker, Supt.

24
25 _____
26 George Peaden

Dr. Norma Delgado

27
28 _____
29 Jeanette Ayala

30
31 _____
32 James Strickland

33
34 _____
35 Manuel Cavazos

36
37
38 Date: _____
39

DOS PALOS ORO LOMA JOINT UNIFIED SCHOOL DISTRICT
2009-2010 Certificated Salary Schedule

STEPS	Less than Preliminary Credential and/or Voc Ed Credential with NO BA	BA + Credential	BA+45	BA+60	BA+75 or (MA)
1	\$36,985	\$39,840	\$41,363	\$42,941	\$44,582
2	\$38,095	\$41,035	\$42,604	\$44,231	\$45,920
3	\$39,238	\$42,266	\$43,881	\$45,558	\$47,297
4	\$40,415	\$43,534	\$45,197	\$46,925	\$48,716
5	\$41,626	\$44,840	\$46,553	\$48,333	\$50,177
6	\$42,877	\$46,184	\$47,948	\$49,783	\$51,683
7		\$47,571	\$49,388	\$51,276	\$53,234
8		\$48,998	\$50,869	\$52,815	\$54,830
9		\$50,469	\$52,395	\$54,399	\$56,476
10		\$51,983	\$53,966	\$56,030	\$58,170
11		\$53,543	\$55,586	\$57,712	\$59,916
12		\$55,148	\$57,253	\$59,443	\$61,712
13		\$56,803	\$58,971	\$61,225	\$63,563
14			\$60,739	\$63,064	\$65,472
15			\$62,562	\$64,953	\$67,436
17			\$64,441	\$66,903	\$69,458
20			\$66,373	\$68,910	\$71,541
24					\$73,686

2.5% on 2006-07 schedule
 6/30/08 payroll Effective 7/1/07
 Board Approved: 6/19/08

DUTY DAYS:
 New teachers duty = 188 days
 Returning teachers = 183 days

Extra Duty/Special Compensation Stipends	
BCLAD	\$1500
MASTER'S DEGREE	\$2000
EL Authorization (add on)	\$350
Resource Specialist w/Credential)	\$600
Resource Specialist w/o Credential	\$500
PAR Panel Member (3 approved)	\$1000
PAR Lead Coach (1 approved)	\$3000
PAR Coach (6 approved)	\$2500
PAR/BTSA Consulting Teacher (\$25/hr up to 100 hours)	
CLAD (effective 2006-07)	\$700

DUTY DAYS & SALARY COMPUTATION SCHEDULE:
 Lead Ag Teacher = 233 days (base salary x 2% x 10 weeks)
 Returning Assistant Ag teacher = 228 (base salary x 2% x 9 weeks)
 High School Librarian Returning teacher = 193 days (base salary x 2% x 2 weeks)
 High School Librarian New teacher = 194 days (base salary x 2% x 2 weeks)