Collective Bargaining Agreement

Between

Dos Palos-Oro Loma
Joint Unified School District

And

Dos Palos-Oro Loma Teachers’ Association
CTA/NEA

Effective
July 1, 2018 to June 30, 2023
Dos Palos-Oro Loma Joint Unified School District
and
Dos Palos-Oro Loma Teachers Association
CTA/NEA

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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 and 2 reopeners for both District and Association shall remain in full force and effective from July 1, 2018 until June 30, 2023.

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. Teacher on Special Assignment (TOSA) Coordinating Professional Development (full time and/or part time);
7. Program Intervention Specialist (full time and/or part time);
8. Program Intervention Coaches (full time and/or part time);
9. Literacy Specialists (full time and/or part time);
10. 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 described above shall be performed only by unit members unless there are no unit members who are qualified and/or interested in performing the work, in which case the District may utilize non-bargaining unit personnel. Procedures for filling vacancies and/or new positions shall be pursuant to Article XV, Transfers.

**D. Exclusions**

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

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

**ARTICLE II. – DEFINITIONS**

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

**A. Unit Member**

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

**B. Days**

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

**C. Paid Leave of Absence**
Means that a unit member shall be entitled to:
a. Receive all wages and benefits as a member not on leave;
b. Return to the same credential assignment; which s/he enjoyed immediately preceding the commencement of the leave.

D. Unpaid Leave of Absence

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

E. School Day

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

F. Daily Rate of Pay

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

G. Hourly Rate of Pay

Means the daily rate of pay divided by 7.5 of daily duty hours.

ARTICLE III. – NON DISCRIMINATION

Neither the District nor the Association shall discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in any employee organization or participation in the activities of an employee organization unless such is detrimental to the welfare of the students in school or any other protected class under the law. Application forms and oral interview procedures shall not refer to membership in, or preferences for, employee organizations.

ARTICLE IV. – EMPLOYEE RIGHTS

A. Restriction on District Negotiations and Agreements:

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

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

**ARTICLE V. – ASSOCIATION RIGHTS**

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

**ARTICLE VI. – DISTRICT RIGHTS**

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

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

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

**ARTICLE VII. – ORGANIZATIONAL SECURITY**

**A. PAYROLL/DUES DEDUCTIONS**
The right of payroll deduction for payment of membership dues, and
genral assessments shall be accorded exclusively to the Association.
The District shall deduct other voluntary payments as authorized by
unit members and the Association. Association members who currently
have authorization on file for the above purposes need not be
resolicited. Membership dues, and general assessments, upon formal
written request from the Association to the District, shall be increased
or decreased without resolicitation and authorization from unit
members.

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

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

B. ORGANIZATIONAL SECURITY

The Association and the District agree that any unit member who is a
member of the Association at the time this Agreement becomes effective
or who enrolls during the term of the Agreement shall maintain such
membership for the duration of this Agreement. This provision shall not
deprive any member of the right to terminate her or his membership
within the 30 day period following expiration of the Agreement.
All unit members who are members of the Association as of July 1,
2018, and those who subsequently join shall remain members for the
duration of the Agreement. The District shall enforce this provision,
provided the Association shall indemnify and hold the District harmless
from any and all claims, demands or suits of any other action arising
from the challenge of enforcement of this organizational security
provision.

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

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

D. OTHER DEDUCTIONS

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

ARTICLE VIII. – SAFETY

The District shall provide safe working conditions for all employees.

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

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

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

Upon notification, the District shall eliminate or correct any unsafe or hazardous conditions and inform the affected member of the corrective action being taken.
ARTICLE IX. - SCHOOL YEAR, WORK DAYS, HOURS

A. School Year - Length of Year/Calendar:

The length of the school year will be 185 days for returning teachers and
190 for new teachers. The extra five days for new teachers is to be used
for Pre-Service Training and/or on-site preparation.

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

B. School Workday - Length of Day:

Classroom teachers shall be on duty and/or on campus and responsible
for instruction and other assigned duties for a minimum of 7.5 hours per
day except when the classroom teacher has prior approval of the
immediate supervisor.

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

On foggy day schedules, teachers shall arrive at the regular time, except
when unsafe driving conditions exist, but no later than 9:00 a.m. The
teachers' workday (7.5 hours) will remain the same.

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

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

C. Lunch

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

D. Prep Time

Each site administrator at non-departmentalized sites will develop a plan
to provide a preparation period of at least thirty (30) continuous minutes
per day. This plan is subject to approval by the Superintendent. The
District retains flexibility to schedule work related activities such as
trainings and meetings within the duty day one day per month.
With prior administrative approval, a teacher may elect to teach during the preparation period. Compensation for this assignment shall be daily rate of pay divided by the periods assigned on the master schedule.

E. Miscellaneous

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

Teachers whose day includes a regularly scheduled planning period, may voluntarily substitute during that period. This would entitle the substituting teacher to receive equivalent sick leave added to their accumulated sick leave or be compensated for such time with $35.00 per period so substituted.

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

For overages and buyouts, a two-year (2018-2019 and 2019-2020) MOU that revisits the following language: DPOLTA and DPOLUSD have agreed to meet each year at a mutually agreed time to review class sizes at school sites and make recommendations to balance class sizes.

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

An Addendum shall be added to the Ag Teachers’ Offer of Employment noting the options referenced above and to include a check mark field or write-in area for the Ag Teacher to select their choice.

Duty Days & Salary Computation Schedule for Ag Teachers: Formula for salary of the Lead Ag Teacher to be 50 extra days divided by the number of workdays multiplied by the Base Salary (Prior to longevity pay).
Formula for the salary of the Returning Assistant Ag Teachers to be 45 days divided by the number of workdays multiplied by the Base Salary (Prior to longevity pay). To begin on July 1, 2018.

ARTICLE X. – EVALUATIONS

A. Purpose

Employee evaluations serve multiple purposes, which include:
• Improving teacher performance to increase student learning
• Acknowledging exemplary employee performance
• Serving as the basis for decisions on employee continuing employment.

Likewise, evaluations serve as a communication tool:
• To establish and maintain employee performance standards and expectations
• For analysis of professional development needs
• For developing a knowledge of staff skills
• To document employee strengths and weaknesses
• To provide an overall perspective of job performance during the evaluation period

The District retains the sole responsibility for the evaluation and assessment of performance of each employee, subject only to the following:

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

B. Probationary

1. Notification

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

2. Observations Probationary/Provisional

The time and date for one of the formal observations shall be announced by the evaluator at least two (2) days in advance of the observation. Classroom observations shall be at least thirty (30) minutes in length.

3. Frequency And Timing
Formal evaluation of probationary employees shall occur two (2) times during the probationary period:

The first on or before November 30
The second on or before February 1

4. Right To Respond

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

5. Distribution of Formal Observation

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

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

6. Evaluation Form

The rating system will consist of a continuum of four descriptors: (1) Exceeds Standards (2) Meets Standards (3) Needs to Improve; and (4) Unsatisfactory.

7. Failure by the District

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

C. Permanent (Tenured) Certificated

1. Notification

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

2. Frequency And Timing

Formal annual evaluations of permanent tenured certificated employees shall be accomplished at the discretion of the supervisor, generally, once per year at least thirty (30) days before the last teachers' working day.
Permanent teachers, after one evaluation report with no standards below "satisfactory" or with no areas of "need for improvement", may be evaluated once every two years at the option of the Superintendent or designee.

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

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

3. Right To Respond

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

4. Distribution of Formal Observation:

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

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

5. Evaluation Form

The rating system will consist of a continuum of four descriptors: (1) Exceeds Standards, (2) Meets Standards (3) Needs to Improve; and (4) Unsatisfactory.

6. Five-Year Evaluation

a. Eligibility

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

Certificated teaching employees with permanent status who have been employed at least 10 years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
Participation will be voluntary for the experienced teacher with mutual agreement of the administrator.

b. Implementation

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

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

c. The Five-Year Evaluation Option Plan:

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

- Provide structure indicating the sequence of proposed events leading to attainment of the plan goal(s).

- Provide a clear accountability for the progression through the plan on the part of the electing teacher.

- Be clearly written; show substance in relation to professional development choice(s).

- Show the support system the electing teacher will require to reach the proposed plan goal(s). For example, the teacher should include names of anyone who may help the teacher through the plan sequences.

- Be aligned with District (or site) improvement plans for increasing student achievement levels.

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

Informal evaluations will be submitted for years one through four of the plan. A formal evaluation will be designed for the final year of the plan.
7. District Compliance:
Failure by the District to comply with a section shall not be grounds to
reverse a dismissal.

ARTICLE XI. - PEER PROFESSIONAL DEVELOPMENT

A. Retention of Education Code Rights:
Nothing herein shall modify or in any manner affect the rights of the
Governing Board/District under provisions of the Education Code
relating to the employment, classification, retention or non-reelection of
certificated employees.

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

B. Governing Board Review of Recommendations:
Nothing herein shall preclude the Board from examining information,
which it is entitled by law to review in connection with the evaluation of
and/or decision to retain in employment, probationary or temporary
certificated employees.

C. Primary Purpose
The Peer Assistance Review (hereafter referred to as “PAR”) Program is for
all teachers and in no manner diminishes the legal rights of bargaining
unit members. The Program shall have three groups: Peer Assisted
Teachers (PAT) (referred teachers), Professional Development Teachers
(PDT), and the Peer Assistance Review Committee. Under the direction
and supervision of the Committee, the PDT will provide assistance to PAT
in the PAR program in order to improve instructional performance. The
PDT will offer various forms of assistance to the PAT including but not
limited to demonstrating, observing, coaching, conferencing, or referring.
The PAR process is not for the purpose of evaluating by the PDT. All
forms and/or reports will be records of activities.

D. Qualifications for Employment as a Peer Assistance Review
Teacher
Teachers who are recommended for the position of PDT shall be
credentialled classroom teachers with permanent status, who have
completed at least three consecutive school years in DPOLJUSD in a
position requiring Teacher credentials (CA Ed. Code Article 4.5, Section
44501a).
The PDT shall have substantial recent experience in classroom instruction and have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. (CA Ed. Code Article 4.5, Section 44501 b and c). The PDT shall have extensive training in teacher mentoring.

E. Professional Development Teacher Selection

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

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

F. Professional Peer Assistance Review Teachers

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

G. Major Responsibilities and Duties of a Peer Assistance Review Teacher Assigned to a Peer Assisted Teacher

The duties of the PDT include:
Meet with the PAT to establish goals pertaining to the California State Teaching Standards and develop a plan leading to the attainment of those goals using the Monthly Assignment Map.

Provide a portfolio that represents the participant’s progress towards fulfilling the six California Standards for the Teaching Profession to the Committee.

Conduct regularly scheduled conferences with the PAT. Conferences are to assist them in developing teacher practice.

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

Conduct multiple observations of the PAT during classroom instruction.
Use appropriate school district resources and search for outside sources, if necessary, to assist the PAT.

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

H. Professional Development Teacher Duties

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

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

Upon reevaluation of the PAT, the official evaluator will submit a written recommendation to the Committee recommending the PAT continue or be exited from the PAR Program.

I. Referred Teachers (RT)

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

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

The RT shall be entitled to review all reports generated by the Consulting Teacher prior to submission to the Panel and to have affixed thereto their comments. To effectuate this right, the Consulting Teacher shall provide the RT with copies of such reports at least five (5) working days prior to any such meeting.
The RT shall have the right to be represented by the Dos Palos-Oro Loma Teachers Association in any meeting of the Panel or in conference with the Principal to which they are called. They shall be given a reasonable opportunity to present their point of view concerning any report being made.

The RT shall have the right to receive a written report within ten (10) days of consultation of progress being made.

J. Referred Permanent Teacher Duties.

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

K. Peer Professional Development Committee (Committee)

The Peer Professional Development Committee shall consist of three (3) members to include two (2) teachers elected by the membership and one (1) administrator appointed by the Superintendent. The Committee reviews the operations of the Program and provides advice for implementation.

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

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

The Committee designs and presents professional development for the Peer Assisted Teachers and participates in evaluation and improvement of seminars, workshops, and the program as a whole.
The Committee meets on an "as-needed" basis and sets monthly meetings once a teacher has been referred.

L. **Primary Purpose: Teacher Induction Program (TIP)**

TIP offers a state approved induction program leading to a DPOLJUSD TIP recommendation for a Clear credential. The Program includes the TIP Coordinator, Support Providers, and Participating Teachers. The TIP Coordinator manages the program and may act as a Support Provider. Under the direction of the Coordinator, Support Providers mentor Participating Teachers. Participating Teachers are defined as those holding a Preliminary credential. It is the responsibility of the Participating Teacher to complete all Program requirements for recommendation for the Clear credential.

1. **Qualifications for Employment as a Coordinator:**

The DPOL TIP Coordinator must be a fully credentialed teacher with a minimum of ten years recent classroom experience.

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

A Support Provider must be a fully credentialed teacher with a minimum of five (5) years recent classroom experience. All Support Providers must complete a two-year mentor training program. The DPOL TIP Program is a "mixed model" design and may consist of full-release, part time release, or stipend Support Provider positions.

**ARTICLE XII - PERSONNEL FILES**

The official personnel file for each employee shall be maintained at the district's central administration office.

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

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

**ARTICLE XIII - GRIEVANCE**
A. Definitions

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

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

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

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

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

B. Informal Resolution Procedures

Before filing a grievance, the grievant, within (20) days of the alleged violation should attempt to resolve it by an informal conference with their supervisor.

C. Formal Resolution Procedures

1. LEVEL 1 – Immediate Supervisor

Within ten (10) days after the conference of the alleged violation, giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form, to their immediate supervisor with a copy to the Superintendent.

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

The supervisor shall communicate a decision to the employee and the Superintendent in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.
2. **LEVEL 2 – District Superintendent**

If the grievant is not satisfied with the decision at LEVEL I, he/she may, within ten (10) days, appeal the decision on the appropriate form, provided by the District, to the Superintendent or their designee. Within the above time limits, either party may request a personal conference.

The Superintendent or their designee shall communicate a decision in writing to the grievant within ten (10) days. If the Superintendent or their designee does not respond with the time limits provided, the grievant may appeal to LEVEL III.

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

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

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

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

4. **LEVEL 4 – Board of Trustees**

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

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

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

ARTICLE XIV. - LEAVE PROVISIONS

A. Illness/Injury Leave

1. Personal Illness and Injury Leave

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

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

1) If a unit member does not utilize the full amount of leave as authorized in (1) above in any school year, the amount not utilized will be accumulated from year to year.

2) After five (5) consecutive days of absence, a unit member may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

3) Whenever possible a unit member must contact their immediate supervisor or designee as soon as the need to be absent is known.

4) A unit member who is absent for one-half (1/2) day shall have deducted one-half (1/2) day from the accumulated leave. Unit
members absent for parts of a day other than one half (1/2) day will be deducted a minimum of one (1) hour and then on an hourly pro-rated based on the number of contract hours.

5) Each unit member shall be notified of the accumulated sick leave on monthly paycheck stub.

B. Personal Necessity Leave

1. Number of Days Allowed

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

2. Definitions

a. Personal necessity is defined as any activity or personal obligation of an employee which necessitates or mandates their absence from their assignment during regular work hours.

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

- 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.

3. Advanced Permission
The employee's application for non-emergency use of his sick leave for personal necessity must be received by the supervisor not less than two (2) working days or forty-eight hours prior to the desired absence.

4. **Acceptable Reasons For Personal Necessity**

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

Accident involving a unit members person or property, or the person or property of a member of the immediate family. (Advance permission not required).

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

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

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

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

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

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

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

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

Weddings of employee or employees’ immediate family. (2 days). (Advance permission required).

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

5. **Reasons For Which Personal Necessity Leave Will Not Be Approved**
Attendance at or participation in functions or activities which are primarily for the employees' pleasure, amusement or personal convenience.

The extension of holidays or vacation periods for personal convenience.

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

Seeking or engaging in a remunerative employment.

Engaging in a strike, demonstration, picketing, lobbying, rally, March, campaign meeting or any other activities related to work stoppage or political campaigning.

C. BEREAUVEMENT LEAVE

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

D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

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

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

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

The Total of the unit member's temporary disability indemnity and the portion of salary due during their absence shall equal their full salary. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund.
If the unit member fails to endorse to the District any wage loss
disability, indemnity check received on account of industrial accident or
illness as provided above, the District shall deduct from the unit
member's salary warrant, the amount of such disability indemnity
actually paid to and retained by the unit member.

E. JURY DUTY/WITNESS LEAVE

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

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

F. CATASTROPHIC LEAVE

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

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

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

An employee who is suffering from a catastrophic illness or injury may
request on the district form that eligible leave credits be donated for their
use as an invalid or family caretaker.
An employee suffering from a catastrophic illness or injury shall provide verification by means of a letter, dated, and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury. The District retains the right to obtain a separate evaluation of the employee's condition by a physician of its choice. In the event of conflict of opinion, a third opinion from a mutually selected physician will be sought.

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

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

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

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

Employees may donate leave credits to a specific employee when that employee, or a member of their family, suffers from a catastrophic illness or injury and the employee has exhausted all accrued paid leave credits.

Eligible leave is defined as accrued sick leave.

Eligible leave must be donated at a minimum of one day and a maximum of two days. Their transfer of leave is irrevocable.

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

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

G. SABBATICAL LEAVE

1. Purpose

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

2. Eligibility
An employee is eligible to apply who has served the DPOLJUSD as a full-time employee for seven (7) consecutive years and must be able to provide two (2) full school years of service to the district after the sabbatical is completed. An employee will be given only one (1) sabbatical leave during each seven (7) year period.

3. Extent and Distribution of Leaves:

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

4. Application Procedure:

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

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

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

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

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

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

5. Sabbatical Leave Requirements:

Upon being granted a paid sabbatical leave, the employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of the leave or restore to the District all salary payments received while on leave.
While on a sabbatical leave for a designated course of study leading to certification or a post-graduate degree, an employee shall complete at least six (6) semester units of upper division or graduate work for each semester of leave granted. Transcripts shall be submitted to the Superintendent's office within thirty (30) days of the employee's return to duty. Failure to complete the coursework in a timely or satisfactory manner will result in restoring to the District all salary payments received while on leave.

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

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

6. Compensation:

Compensation while on leave shall be one-half the salary the employee would have received had they remained in the service of the District and will be paid in equal monthly installments. Health benefits will continue to be automatically deducted at the employee's regular monthly rate.

7. Effect Upon Position Status, Salary Increments, and Retirement:

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

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

College units earned during sabbatical leave may be utilized to meet salary column advancement consistent with current Bargaining Agreement language.
The employee's normal percentage of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted a one-half (1/2) year service for retirement purposes.

8. Accident and Illness While on Sabbatical Leave:

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

H. Workers Compensation

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

I. Disability

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

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

ARTICLE XV - VACANCIES, ASSIGNMENTS, TRANSFER/REASSIGNMENTS

A. Definitions:

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

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

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

- A closing date which is at least five (5) working days following the posting date.
- A job description.
- Qualifications necessary to meet the requirements of the position.

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

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

C. Voluntary / Involuntary Transfer/Reassignment

1. Voluntary Transfers

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

Written requests for transfer to a position for which a teacher is qualified shall be duly considered related to criteria which includes; credentialing; teaching experience relevant to the position; seniority; and evaluations. The teacher will receive an interview or a meeting to discuss the position.
The Superintendent, or their designated representative, will give consideration to the preference requested but may deny transfer if, in their opinion, it is in the best interest of the District.

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

2. Involuntary Transfers/Assignments

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

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

A teacher reassigned to a classroom on the same campus shall be allowed one (1) duty day to prepare for the new assignment.

A teacher reassigned to a classroom on a different campus shall be allowed two (2) duty day to prepare for the new assignment.

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

As soon as possible before the implementation of an involuntary transfer, the Superintendent, or their designated representative, shall meet with or notify the teacher being transferred to review needs and reasons for such transfer.

D. Notice of Intent to Return

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

A unit member who gives notice of resignation after May 31 but before June 30 shall be released from their contract within thirty (30) days of the unit member's notice, or as soon as a replacement is hired for the unit member, whichever occurs first.
ARTICLE XVI. - NEGOTIATION PROCEDURES

No later than the week before the January Board Meeting the Association shall submit its initial proposals to the District Board of Trustees.

No later than the January Board Meeting the District shall submit its initial proposals to the Association.

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

Times and places for negotiations will be mutually agreed upon.

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

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

ARTICLE XVII. - MAINTENANCE OF BENEFITS

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

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

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

ARTICLE XVIII. - COMPENSATION, FRINGE BENEFITS AND EARLY RETIREMENT INCENTIVE

A. Compensation

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

Any new unit member coming into the District will fall onto the salary schedule based upon units above Bachelor’s degree and years of full time
teaching experience. The new unit member will have up to three (3) years from date of hire to become fully credentialed.

B. Fringe Benefits

The District shall contribute per fiscal year for each unit member up to the total dollar amount of the health benefit premium costs (totaling $13,000 (2018-2019) $14,000 (2019-2020) annually) for eligible employees and covered dependents. Employees on approved unpaid leaves of absence shall be eligible to continue health insurance coverage for the period of the leave upon reimbursement in advance to the District of the insurance premium, subject to carrier approval.

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

C. Early Retirement Incentive

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

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

For eligible employees who retire between the ages of 55 and 64 the District will contribute $4800 per year as a medical insurance contribution until age 65.

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

ARTICLE XIX. - SALARY SCHEDULE

A. Salary Schedule Increase

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

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

B. **Salary Schedule Implementation**

The annual salaries set forth in this Agreement shall be paid in twelve
(12) equal installments for returning employees, payable on the last
working day of each month with appropriate deductions.

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

Optional deductions are those deductions the unit member may elect to
have taken from their gross earnings. Optional deductions must be
initiated in writing by the unit member. Such authorizations shall
remain in effect continuously until the District receives from the unit
member a written notice withdrawing the authorization for a particular
deduction.

C. **Credit for Service**

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

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

The Superintendent, at their discretion, may reinstate tenure status
earned previously in the District.

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

D. **Salary Placement and Movement**
Course credit for salary placement and movement shall be given for postgraduate, upper division or graduate course work taken at four year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District with prior approval of administrators. With prior administrative approval, undergraduate courses may be applied to the salary schedule up to a maximum of nine (9) semester hours.

Any new employees who come into the District will fall onto the salary schedule based on units and years of full time experience and shall have up to 3 years from date of hire to obtain a preliminary or clear teaching credential.

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

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

For the first fifteen (15) units of professional growth education required in order to advance a column on the salary schedule, every certificated employee, regardless of subject area taught, would be required to have completed three (3) units of literacy education. Participation in District sponsored professional development that includes elements of literacy, writing, or ELD shall meet this requirement. Professional development opportunities such as GLAD, Expository Reading and Writing, and ROP; For the three (3) units, teachers will receive credit on a scale of fifteen (15) hours of participation (including seat time and lesson development time) for one unit. This is a one-time requirement for advancement on the salary schedule.

E. Mileage Rate

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

ARTICLE XX. - PERSONAL AND ACADEMIC FREEDOM
It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age, ability and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages as adopted by the Board of Trustees.

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

ARTICLE XXI. - MISCELLANEOUS PROVISIONS

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

ARTICLE XXII. - SUPPORT OF AGREEMENT

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

ARTICLE XXIII. - EFFECT OF AGREEMENT

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

ARTICLE XXIV - CONCLUSIVENESS OF AGREEMENT

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

During the term of this Agreement, and in support of the meet and negotiate process, the District and Association expressly agree to meet on any matter of mutual interest that arises to a level of urgency precluding following Article XVI’s provisions for normal submission of intents to bargain.
ARTICLE XXV. - SAVINGS

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

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

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

ARTICLE XXVI. - TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2023; and thereafter shall continue in effect year-to-year until changed by mutual agreement of the parties.

Dos Palos-Oro Loma Teachers Association

Marty Thompson, DPOLTA Pres.

Richard Dybas

Gina Hawkins

Sergio Padilla

Dos Palos-Oro Loma Joint Unified School District

Dr. Justin Miller, Supt.

Dr. Norma Delgado

May Yang

Allison Davis

Date: 2-19-19
## DOS PALOS-ORO LOMA JOINT UNIFIED SCHOOL DISTRICT
### CERTIFICATED EVALUATION

**Name:**

**Review Period:** From __________ To __________

**Position Title:**

**Status:**
- Permanent
- Probationary 1-
- Probationary 2-
  - 1st
  - 2nd

**Site:** Preschool

**RATING KEY:**
- * Exceeds Standards = E
- * Meets Standards = M
- * Needs to Improve = N
- * Unsatisfactory = U
- * Not Observed = X

## TEACHING STANDARD 1

**Engaging and Supporting all Students in Learning**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>E</th>
<th>M</th>
<th>N</th>
<th>U</th>
<th>X</th>
<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Connecting students' prior knowledge, life experience and learning goals</td>
<td></td>
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<tr>
<td>2.</td>
<td>Using a variety of instructional strategies and resources to respond to students' diverse needs</td>
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<tr>
<td>3.</td>
<td>Facilitating learning experiences that promote autonomy, interaction and choice</td>
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<td>4.</td>
<td>Engaging students in problem solving, critical thinking and/or activities that make subject matter meaningful</td>
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<td>5.</td>
<td>Promoting self-directed, reflective learning for all students</td>
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<tr>
<td>6.</td>
<td>Overall Standard Rating</td>
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</tbody>
</table>

## TEACHING STANDARD 2

**Creating and Maintaining Effective Environments for Student Learning** *(Not limited to classrooms but is defined as teacher/student learning environment and interactions)*

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>E</th>
<th>M</th>
<th>N</th>
<th>U</th>
<th>X</th>
<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Creating a physical environment that engages all students that is safe and provides adequate supervision</td>
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<tr>
<td>2.</td>
<td>Establishing a climate that promotes fairness and respect</td>
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<tr>
<td>3.</td>
<td>Promoting social development and group responsibility</td>
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<td>4.</td>
<td>Establishing and maintaining standards for student behavior</td>
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<tr>
<td>5.</td>
<td>Planning and implementing classroom procedures and routines that support student learning</td>
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<td>6.</td>
<td>Using instructional time effectively and efficiently</td>
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<tr>
<td>7.</td>
<td>Overall Standard Rating</td>
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</tbody>
</table>

## TEACHING STANDARD 3

**Understanding and Organizing Subject Matter for Student Learning** *(Competencies Specific to the Given Assignment and/or Program Area)*

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>E</th>
<th>M</th>
<th>N</th>
<th>U</th>
<th>X</th>
<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrating knowledge of subject matter content and student development</td>
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<tr>
<td>2.</td>
<td>Organizing curriculum to support student understanding of the subject matter</td>
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<tr>
<td>3.</td>
<td>Interrelating ideas and information within and across subject matter areas</td>
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<td>4.</td>
<td>Developing student understanding through instructional strategies that are appropriate to the subject matter</td>
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<td>5.</td>
<td>Using materials, resources, and technologies to make subject matter accessible to all students</td>
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<td>6.</td>
<td>Overall Standard Rating</td>
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</tbody>
</table>
### TEACHING STANDARD 4

<table>
<thead>
<tr>
<th>Planning Instruction and Designing Learning Experiences for All Students</th>
<th>E</th>
<th>M</th>
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<th>X</th>
<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Drawing on and valuing students' backgrounds, interests and developmental learning needs</td>
<td></td>
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<tr>
<td>2. Establishing and articulating goals for student learning</td>
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<tr>
<td>3. Developing and sequencing instructional activities and materials for student learning</td>
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<td>4. Designing short-term plans to foster student learning</td>
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<td>5. Modifying instructional plans to adjust for student needs</td>
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<td>6. Utilization of content standards in lesson</td>
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<tr>
<td>7. Overall Standard Rating</td>
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### TEACHING STANDARD 5

<table>
<thead>
<tr>
<th>Assessing Student Learning</th>
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<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Establishing and communicating learning goals for all students</td>
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<tr>
<td>2. Collecting and using multiple sources of information to assess student learning</td>
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<td>3. Involving and guiding all students in assessing their own learning</td>
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<td>4. Using the results of assessments to guide instruction</td>
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<td>5. Communicating with students, families, agencies and other appropriate audiences about student progress</td>
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<td>6. Gathering evidence of achievement toward appropriate standards and/or IEP goals</td>
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### TEACHING STANDARD 6

<table>
<thead>
<tr>
<th>Developing as a Professional Educator</th>
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<th>X</th>
<th>Summative Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Reflecting on teaching practices and planning professional development</td>
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<tr>
<td>2. Establishing professional goals and pursuing opportunities aligned with these goals</td>
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<td>3. Working with communities to improve professional practice</td>
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<tr>
<td>4. Working with families to improve professional practice</td>
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<tr>
<td>5. Working with colleagues to improve professional practice</td>
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<td>6. Balancing professional responsibilities and maintaining motivation.</td>
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<td>7. Overall Standard Rating</td>
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</tbody>
</table>
## GENERAL EXPECTATIONS

<table>
<thead>
<tr>
<th></th>
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<th>Summative Statement</th>
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</thead>
<tbody>
<tr>
<td>1. Regularly arrives on time.</td>
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<td>2. Regularly starts class on time.</td>
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<td>3. Regularly in attendance for total prescribed contract day</td>
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<td>4. Non-instructional duties and responsibilities.</td>
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</table>

## OVERALL JOB PERFORMANCE/RECOMMENDATIONS

- ☐ Meets or Exceeds Standards: All standards are rated "meets or exceeds standards."
- ☐ Needs to improve: Recommend PAR with growth objectives. Two standards are rated "needs to improve" on two or more consecutive evaluations.
- ☐ Unsatisfactory: Refer to PAR. Any standard is rated "unsatisfactory."

---

**Teacher’s Signature**

**Date**

**Evaluator’s Signature**

**Date**

---

**District Administrator’s Signature**

**Date**

*TEACHER’S SIGNATURE DOES NOT INDICATE AGREEMENT. THE TEACHER WILL HAVE TEN (10) WORKING DAYS TO RESPOND IN WRITING TO THIS EVALUATION BEFORE IT IS FILED.*