

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**

<p>Dos Palos-Oro Loma Joint Unified School District and Dos Palos-Oro 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 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).

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

8
9 **D. Exclusions**

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

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

29
30 **ARTICLE II. - DEFINITIONS**

31
32 The following definitions shall be utilized in the interpretation of this
33 Agreement:

34
35 **A. Unit Member**

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

40
41 **B. Days**

42
43 Means negotiated days when the unit members are required to be on
44 duty.

45
46 **C. Paid Leave of Absence**

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

5
6 **D. Unpaid Leave of Absence**

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

10
11 **E. School Day**

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

15
16 **F. Daily Rate of Pay**

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

20
21 **G. Hourly Rate of Pay**

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

23
24 **ARTICLE III. - NON DISCRIMINATION**

25
26 Neither the District nor the Association shall discriminate against any
27 unit member on the basis of race, color, creed, age, sex, national origin,
28 political affiliation, domicile, marital status, physical handicap,
29 membership in any employee organization or participation in the
30 activities of an employee organization unless such is detrimental to the
31 welfare of the students in school or any other protected class under the
32 law. Application forms and oral interview procedures shall not refer to
33 membership in, or preferences for, employee organizations.

34
35 **ARTICLE IV. - EMPLOYEE RIGHTS**

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

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

43
44 **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. ORGANIZATIONAL SECURITY**

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.

36 All unit members who are members of the Association as of July 1,
37 2018, and those who subsequently join shall remain members for the
38 duration of the Agreement. The District shall enforce this provision,
39 provided the Association shall indemnify and hold the District harmless
40 from any and all claims, demands or suits of any other action arising
41 from the challenge of enforcement of this organizational security
42 provision.

43
44 **C. HOLD HARMLESS/INDEMNIFICATION PROVISION**

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

10
11 It is the intention of the parties that this Article shall conform to the
12 legal requirements of the Education Employee Relations Act. This Article
13 will automatically modify itself to conform to those changes. If the
14 Legislation repeals the laws making payment of a service fee mandatory
15 in the public schools, this Article will be deemed rescinded.

16
17 **D. OTHER DEDUCTIONS**

18
19 Upon appropriate written authorization from the unit member, the
20 District shall deduct from the salary of any unit member and make
21 appropriate remittance for annuities, credit union, or any other plans or
22 programs approved by the District.

23
24 **ARTICLE VIII. - SAFETY**

25
26 The District shall provide safe working conditions for all employees.

27
28 Determinations of safe working conditions shall be made by the District
29 in compliance with State and Federal Law

30
31 Members shall not be required to work in unsafe conditions or to perform
32 tasks that endanger their health, safety or well-being. The District and
33 the Association agree that the major responsibility for the safe working
34 conditions is that of the District and the major responsibility for the
35 maintenance of safety procedures and practices is that of the classroom
36 teacher.

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

42
43 Upon notification, the District shall eliminate or correct any unsafe or
44 hazardous conditions and inform the affected member of the corrective
45 action being taken.

1 **ARTICLE IX. – SCHOOL YEAR, WORK DAYS, HOURS**

2
3 **A. School Year - Length of Year/Calendar:**

4
5 The length of the school year will be 185 days for returning teachers and
6 190 for new teachers. The extra five days for new teachers is to be used
7 for Pre-Service Training and/or on-site preparation.

8
9 The parties agree to review the school calendar by March of each year.

10
11 **B. School Workday - Length of Day:**

12
13 Classroom teachers shall be on duty and/or on campus and responsible
14 for instruction and other assigned duties for a minimum of 7.5 hours per
15 day except when the classroom teacher has prior approval of the
16 immediate supervisor.

17
18 Beyond the duty day, classroom teachers are responsible for parent
19 conferences, back to school nights, and open house nights. Classroom
20 teachers will be allowed to volunteer for extra duties before supervisors
21 will assign those duties.

22
23 On foggy day schedules, teachers shall arrive at the regular time, except
24 when unsafe driving conditions exist, but no later than 9:00 a.m. The
25 teachers' workday (7.5 hours) will remain the same.

26
27 Shared contracts will be considered on a case-by-case basis.

28
29 On Fridays and days before holidays, teachers may leave sites five (5)
30 minutes after student dismissal unless the teacher has another assigned
31 duty.

32
33 **C. Lunch**

34
35 All unit members shall be entitled to a duty free lunch period of at least
36 thirty (30) minutes.

37
38 **D. Prep Time**

39
40 Each site administrator at non-departmentalized sites will develop a plan
41 to provide a preparation period of at least thirty (30) continuous minutes
42 per day. This plan is subject to approval by the Superintendent. The
43 District retains flexibility to schedule work related activities such as
44 trainings and meetings within the duty day one day per month.

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

4
5 **E. Miscellaneous**

6
7 In general, teachers will be notified of administration required meetings
8 at least twenty-four 24 hours prior to the meeting. It is recognized that
9 there may be emergencies or other circumstances in which shorter notice
10 may be given.

11
12 Teachers whose day includes a regularly scheduled planning period, may
13 voluntarily substitute during that period. This would entitle the
14 substituting teacher to receive equivalent sick leave added to their
15 accumulated sick leave or be compensated for such time with \$35.00 per
16 period so substituted.

17
18 Teachers without a regularly scheduled planning period, and whose
19 normal classroom is multiple subject, and self-contained in nature, may
20 elect to accept students from other teachers' classrooms. Such practice
21 shall only be accepted and allowed on an emergency basis when no
22 qualified substitute or certificated "fill-in" teacher is available. The
23 teacher accepting the additional students shall be compensated as
24 described above with each clock hour constituting a single period. Partial
25 hours at the beginning and end of the period of coverage, that are at
26 least 30 minutes long, may also constitute a period. The total shall not
27 exceed 7 periods in any given student day. To qualify the teacher must
28 accept five (5) or more students.

29
30 For overages and buyouts, a two-year (2018-2019 and 2019-2020) MOU
31 that revisits the following language: DPOLTA and DPOLUSD have
32 agreed to meet each year at a mutually agreed time to review class sizes
33 at school sites and make recommendations to balance class sizes.

34
35 For each school year that Spring Break is scheduled during May Day
36 Fair Week, the High School Ag Teachers shall have individual election
37 between five (5) Compensating Days per school year; extended contracts
38 to include five (5) days per diem pay; or a combination of both.

39
40 An Addendum shall be added to the Ag Teachers' Offer of Employment
41 noting the options referenced above and to include a check mark field or
42 write-in area for the Ag Teacher to select their choice.

43
44 Duty Days & Salary Computation Schedule for Ag Teachers: Formula for
45 salary of the Lead Ag Teacher to be 50 extra days divided by the number
46 of workdays multiplied by the Base Salary (Prior to longevity pay).

1 Formula for the salary of the Returning Assistant Ag Teachers to be 45
2 days divided by the number of workdays multiplied by the Base Salary
3 (Prior to longevity pay). To begin on July 1, 2018.
4

5 **ARTICLE X. - EVALUATIONS**

6 **A. Purpose**

7 Employee evaluations serve multiple purposes, which include:

- 8 • Improving teacher performance to increase student learning
- 9 • Acknowledging exemplary employee performance
- 10 • Serving as the basis for decisions on employee continuing
11 employment.

12 Likewise, evaluations serve as a communication tool:

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

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

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

25 **B. Probationary**

26 **1. Notification**

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

30 **2. Observations Probationary/Provisional**

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

34 **3. Frequency And Timing**

1
2 Formal evaluation of probationary employees shall occur two (2) times
3 during the probationary period:

4
5 The first on or before November 30
6 The second on or before February 1

7
8 **4. Right To Respond**

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

14
15 **5. Distribution of Formal Observation**

16
17 One copy of the evaluator's Formal Classroom Observation Form shall be
18 placed in the employee's personnel file and

19
20 One shall be given to the teacher within five (5) school days after the
21 observation.

22
23 **6. Evaluation Form**

24
25 The rating system will consist of a continuum of four descriptors: (1)
26 Exceeds Standards (2) Meets Standards (3) Needs to Improve; and (4)
27 Unsatisfactory.

28
29 **7. Failure by the District**

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

32
33 **C. Permanent (Tenured) Certificated**

34
35 **1. Notification**

36
37 Each certificated employee to be evaluated shall be notified by the
38 District Superintendent or designee in writing during the first four weeks
39 of each school year as to the name of the evaluators.

40
41 **2. Frequency And Timing**

42
43 Formal annual evaluations of permanent tenured certificated employees
44 shall be accomplished at the discretion of the supervisor, generally, once
45 per year at least thirty (30) days before the last teachers' working day.

1 Permanent teachers, after one evaluation report with no standards below
2 “satisfactory” or with no areas of “need for improvement”, may be
3 evaluated once every two years at the option of the Superintendent or
4 designee.

5
6 Approximately one half (1/2) the tenured teachers may be evaluated at
7 least once each year.

8
9 One or more formal observations shall be made during the evaluation
10 period

11 12 **3. Right To Respond**

13
14 Response to formal observation:

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

19 20 **4. Distribution of Formal Observation:**

21
22 One copy of the evaluator’s Formal Classroom Observation Form
23 shall be placed in the employee’s personnel file and

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

26 27 **5. Evaluation Form**

28
29 The rating system will consist of a continuum of four descriptors: (1)
30 Exceeds Standards, (2) Meets Standards (3) Needs to Improve; and (4)
31 Unsatisfactory.

32 33 **6. Five-Year Evaluation**

34 35 **a. Eligibility**

36
37 The following individuals will be eligible for participation in the five-year
38 optional evaluation process pursuant to Education Code 44664(3):

39
40 Certificated teaching employees with permanent status who have been
41 employed at least 10 years with the school district, are highly qualified as
42 defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the
43 employee as meeting or exceeding standards, if the evaluator and
44 certificated employee being evaluated agree. The certificated employee or
45 the evaluator may withdraw consent at any time.

1 Participation will be voluntary for the experienced teacher with mutual
2 agreement of the administrator.

3
4 **b. Implementation**

5
6 The five-year evaluation option will be initiated with a meeting between
7 the evaluator and the qualified teacher within a month of notification of
8 evaluation. This initial meeting will cover the following items:

9 Acknowledgement by both parties that the teacher is entering the
10 five-year evaluation process;

11 An explanation of the process requirements and possibilities;

12 Setting of the time for the second evaluator/teacher meeting to
13 examine the proposal prepared by the electing teacher that will
14 include the goals of the teacher's five-year plan progress and level
15 of success at culmination.

16
17 **c. The Five-Year Evaluation Option Plan:**

18
19 It is the responsibility of the electing teacher to prepare an acceptable
20 five-year option plan. This plan will include goals based on the California
21 Standards for the Teaching Profession as the foundation of the plan. The
22 plan will adhere to the following guidelines:

23
24 Provide structure indicating the sequence of proposed events leading
25 to attainment of the plan goal(s).

26
27 Provide a clear accountability for the progression through the plan on
28 the part of the electing teacher.

29
30 Be clearly written; show substance in relation to professional
31 development choice(s).

32
33 Show the support system the electing teacher will require to reach the
34 proposed plan goal(s). For example, the teacher should include names of
35 anyone who may help the teacher through the plan sequences.

36
37 Be aligned with District (or site) improvement plans for increasing
38 student achievement levels.

39
40 Provide for interim assessment points/meetings with the evaluator to
41 evaluate the progress of the teacher through the plan and fine-tune the
42 plan.

43
44 Informal evaluations will be submitted for years one through four of the
45 plan. A formal evaluation will be designed for the final year of the plan.
46

1 **7. District Compliance:**

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

4
5 **ARTICLE XI. - PEER PROFESSIONAL DEVELOPMENT**

6
7 **A. Retention of Education Code Rights:**

8
9 Nothing herein shall modify or in any manner affect the rights of the
10 Governing Board/District under provisions of the Education Code
11 relating to the employment, classification, retention or non-reelection of
12 certificated employees.

13
14 Nothing herein shall modify or affect the District's right to issue notices
15 of unsatisfactory performance and/or unprofessional conduct pursuant
16 to Education Code Section 44938.

17
18 **B. Governing Board Review of Recommendations:**

19
20 Nothing herein shall preclude the Board from examining information,
21 which it is entitled by law to review in connection with the evaluation of
22 and/or decision to retain in employment, probationary or temporary
23 certificated employees

24
25 **C. Primary Purpose**

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

38
39 **D. Qualifications for Employment as a Peer Assistance Review**
40 **Teacher**

41
42 Teachers who are recommended for the position of PDT shall be
43 credentialed classroom teachers with permanent status, who have
44 completed at least three consecutive school years in DPOLJUSD in a
45 position requiring Teacher credentials (CA Ed. Code Article 4.5, Section
46 44501a).

1
2 The PDT shall have substantial recent experience in classroom
3 instruction and have demonstrated exemplary teaching ability as
4 indicated by, among other things, effective communication skills, subject
5 matter knowledge, and master of a range of teaching strategies necessary
6 to meet the needs of pupils in different contexts. (CA Ed. Code Article
7 4.5, Section 44501 b and c). The PDT shall have extensive training in
8 teacher mentoring.
9

10 **E. Professional Development Teacher Selection**

11
12 Once the Committee determines the need for PDT, interested teachers
13 may submit letters of interest outlining classroom experience, credentials
14 held, mentor training verification, knowledge and application of the
15 California Standards for the Teaching Profession, and knowledge and
16 application of teaching strategies.
17

18 The Committee shall conduct interviews of interested applicants and
19 notify selected teachers within five days.
20

21 **F. Professional Peer Assistance Review Teachers**

22
23 Assignments shall be made by the Committee for a period to be
24 determined by the Committee.
25

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

28
29 The duties of the PDT include:

30 Meet with the PAT to establish goals pertaining to the California State
31 Teaching Standards and develop a plan leading to the attainment of
32 those goals using the Monthly Assignment Map.
33

34 Provide a portfolio that represents the participant's progress towards
35 fulfilling the six California Standards for the Teaching Profession to the
36 Committee.
37

38 Conduct regularly scheduled conferences with the PAT. Conferences are
39 to assist them in developing teacher practice.
40

41 The PDT will accompany their PAT in observing model classrooms and
42 provide evidence of observations in the portfolio.
43

44 Conduct multiple observations of the PAT during classroom instruction.
45

1 Use appropriate school district resources and search for outside sources,
2 if necessary, to assist the PAT.

3
4 The PDT and the PAT will both compile and submit the portfolio
5 documentation monthly to the Committee.

6
7 **H. Professional Development Teacher Duties**

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

18
19
20 The PDT will share all written and verbal program progress reports
21 during a conference with the PAT at least once every three weeks. The
22 Consulting Teacher will submit the final written report of dates, times,
23 and topics to the PAT, Site Administrator, and to the Committee.

24
25 Upon reevaluation of the PAT, the official evaluator will submit a written
26 recommendation to the Committee recommending the PAT continue or be
27 exited from the PAR Program.

28
29 **I. Referred Teachers (RT)**

30
31 A Referred Teacher (RT) is a teacher who has been referred after having
32 received an “unsatisfactory” on any standard, or two “needs to improve”
33 on any standard on two or more consecutive evaluations. Teachers so
34 referred shall have an opportunity to appear before the PAR Committee
35 prior to its determination in opposition to such a referral. For any RT
36 that has two “needs to improve” the Committee has the authority to
37 accept or reject the referral.

38
39 If the Committee accepts the referral, then participation is mandatory.

40
41 The RT shall be entitled to review all reports generated by the Consulting
42 Teacher prior to submission to the Panel and to have affixed thereto their
43 comments. To effectuate this right, the Consulting Teacher shall provide
44 the RT with copies of such reports at least five (5) working days prior to
45 any such meeting.

1 The RT shall have the right to be represented by the Dos Palos-Oro Loma
2 Teachers Association in any meeting of the Panel or in conference with
3 the Principal to which they are called. They shall be given a reasonable
4 opportunity to present their point of view concerning any report being
5 made.

6
7 The RT shall have the right to receive a written report within ten (10)
8 days of consultation of progress being made.

9
10 **J. Referred Permanent Teacher Duties.**

11
12 The prime focus of participation in this program is to provide assistance
13 and renew quality teaching. This assistance shall be provided by the
14 consulting teachers under this article and shall be closely monitored by
15 this program's governing board. Communication and consultation with
16 the Principal shall be ongoing. An Individualized Assistance Plan shall
17 be agreed upon at a conference between the Principal, the Consulting
18 Teacher, and the RT. The decision to refer a permanent teacher for
19 assistance through this program shall not be subject to the grievance
20 procedure. A teacher shall not have access to the grievance process to
21 challenge the contents of reports, or decisions of the Panel Committee,
22 but may file a response which shall become part of the official record of
23 the assistance.

24
25 **K. Peer Professional Development Committee (Committee)**

26
27 The Peer Professional Development Committee shall consist of three (3)
28 members to include two (2) teachers elected by the membership and one
29 (1) administrator appointed by the Superintendent. The Committee
30 reviews the operations of the Program and provides advice for
31 implementation.

32
33 The District shall hold harmless the members to the Committee and the
34 Professional Development Teachers for any liability arising out of their
35 participation in the Program as provided in Education Code Section
36 44503(c).

37
38 The Committee actively participates in ongoing professional development
39 and has a commitment to teacher education. These leaders are ever
40 present in carrying out technical support activities and modeling the
41 servant leader philosophy. To be current and present in their work, they
42 may themselves support Peer Assisted Teachers in their extended roles.

43
44 The Committee designs and presents professional development for the
45 Peer Assisted Teachers and participates in evaluation and improvement
46 of seminars, workshops, and the program as a whole.

1
2 The Committee meets on an “as-needed” basis and sets monthly
3 meetings once a teacher has been referred.
4

5 **L. Primary Purpose: Teacher Induction Program (TIP)**
6

7 TIP offers a state approved induction program leading to a DPOLJUSD
8 TIP recommendation for a Clear credential. The Program includes the
9 TIP Coordinator, Support Providers, and Participating Teachers. The TIP
10 Coordinator manages the program and may act as a Support Provider.
11 Under the direction of the Coordinator, Support Providers mentor
12 Participating Teachers. Participating Teachers are defined as those
13 holding a Preliminary credential. It is the responsibility of the
14 Participating Teacher to complete all Program requirements for
15 recommendation for the Clear credential.
16

17 **1. Qualifications for Employment as a Coordinator:**
18

19 The DPOL TIP Coordinator must be a fully credentialed teacher with a
20 minimum of ten years recent classroom experience.
21

22 **2. Qualifications for Employment as a Support Provider:**
23

24 A Support Provider must be a fully credentialed teacher with a minimum
25 of five (5) years recent classroom experience. All Support Providers must
26 complete a two-year mentor training program. The DPOL TIP Program is
27 a “mixed model” design and may consist of full-release, part time release,
28 or stipend Support Provider positions.
29

30 **ARTICLE XII - PERSONNEL FILES**
31

32 The official personnel file for each employee shall be maintained at the
33 district’s central administration office.
34

35 An employee shall have the right to examine, during the employee’s non-
36 working time, and/or obtain copies at his or her expense, any material
37 from the employee’s personnel file with exception of material that
38 includes ratings, reports, or records which were obtained prior to the
39 employment of the employee involved.
40

41 An employee may have another person accompany him/her to assist in
42 the examination of their personnel file, or may give written authorization
43 for another person to examine the personnel file.
44

45 **ARTICLE XIII - GRIEVANCE**
46

1 **A. Definitions**

2
3 A "Grievance" is an allegation by a grievant that he/she has been
4 adversely affected by a violation of the provisions of this Agreement.

5
6 A "grievant" may be any representation unit member employee of the
7 District covered by the terms of this Agreement.

8
9 A "day" is any day in which the District Office is open for business.

10
11 The "immediate supervisor" is the supervisor having immediate
12 jurisdiction over the grievant who has been designated to adjust
13 grievances.

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

21
22 **B. Informal Resolution Procedures**

23
24 Before filing a grievance, the grievant, within (20) days of the alleged
25 violation should attempt to resolve it by an informal conference with their
26 supervisor.

27
28 **C. Formal Resolution Procedures**

29
30 **1. LEVEL 1 - Immediate Supervisor**

31
32 Within ten (10) days after the conference of the alleged violation, giving
33 rise to the grievance, the grievant must present the grievance in writing
34 on the appropriate District form, to their immediate supervisor with a
35 copy to the Superintendent.

36
37 This statement shall be a clear, concise statement of the grievance, the
38 circumstances involved, the decision rendered at the informal conference
39 and the specific remedy sought.

40
41 The supervisor shall communicate a decision to the employee and the
42 Superintendent in writing within ten (10) days after receiving the
43 grievance. If the supervisor does not respond within the time limits, the
44 grievant may appeal to the next level.

45 Within the above time limits, either party may request a personal
46 conference.

1
2 **2. LEVEL 2 – District Superintendent**
3

4 If the grievant is not satisfied with the decision at LEVEL I he/she may,
5 within ten (10) days, appeal the decision on the appropriate form,
6 provided by the District, to the Superintendent or their designee. Within
7 the above time limits, either party may request a personal conference.
8

9 The Superintendent or their designee shall communicate a decision in
10 writing to the grievant within ten (10) days. If the Superintendent or their
11 designee does not respond with the time limits provided, the grievant
12 may appeal to LEVEL III.
13

14 **3. LEVEL 3 – Conciliation/Mediation**
15

16 In the event the grievant is not satisfied with the decision at Level II,
17 he/she may within ten (10) days submit a statement in writing on the
18 appropriate form to the Superintendent for mediation of the dispute.
19 Such statement must be agreed to by the Association. Included with this
20 statement will be a copy of the original grievance, the decision rendered
21 and a clear concise statement of the reasons for the appeal.
22

23 The Association and the District shall attempt to agree upon a mediator.
24 If no agreement can be reached, they shall request the State Conciliation
25 Service to supply a panel of five (5) names of persons qualified to hear
26 the dispute. Each party shall alternately strike a name until only one
27 name remains. The remaining panel member shall be the mediator. The
28 order of the striking shall be done by lot.
29

30 The parties will then participate in the mediation process to resolve the
31 dispute. The parties will cooperate with the mediator in meeting either
32 jointly or separately and presenting their respective positions and
33 supporting documentation. The mediator will notify the parties of
34 resolution or of the lack of resolution in writing. Any costs incurred will
35 be shared equally by the District and the Association.
36

37 **4. LEVEL 4 – Board of Trustees**
38

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

45 The Trustees will review the statements of the parties involved in the
46 grievance as well as the records presented at each level of the grievance

1 procedure. If upon review the Trustees find they are unable to render a
2 final determination on the records presented the Trustees may reopen
3 the record for the taking of additional evidence.

4
5 The Trustees will communicate their decision in writing to the grievant
6 within forty-five (45) days of receipt of the written grievance and their
7 decision is final.

8 9 **ARTICLE XIV. - LEAVE PROVISIONS**

10 11 **A. Illness/Injury Leave**

12 13 **1. Personal Illness and Injury Leave**

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

21
22 After all earned leave as set forth above is exhausted, additional non-
23 accumulated leave shall be available for a period not to exceed five (5)
24 school months provided that the provisions below are met. The
25 employee must provide the District with a doctor's note justifying the
26 need for extended leave. The amount deducted for leave purposes from
27 the unit member's salary shall be the amount which would have been
28 paid to a substitute. The five (5) month period shall begin on the eleventh
29 (11th) day of absence due to illness or injury or on the last day of
30 accumulated sick leave is used whichever occurs first.

31
32
33
34 1) If a unit member does not utilize the full amount of leave as
35 authorized in (1) above in any school year, the amount not utilized
36 will be accumulated from year to year.

37
38 2) After five (5) consecutive days of absence, a unit member may be
39 required to present a medical doctor's certificate verifying the personal
40 illness or injury and/or a medical authorization to return to work.

41
42 3) Whenever possible a unit member must contact their immediate
43 supervisor or designee as soon as the need to be absent is known.

44
45 4) A unit member who is absent for one-half (1/2) day shall have
46 deducted one-half (1/2) day from the accumulated leave. Unit

1 members absent for parts of a day other than one half (1/2) day will
2 be deducted a minimum of one (1) hour and then on an hourly pro-
3 rated based on the number of contract hours.
4

- 5) Each unit member shall be notified of the accumulated sick leave on
6 monthly paycheck stub.
7

8 **B. Personal Necessity Leave**
9

10 **1. Number of Days Allowed**
11

12 Employee may use up to seven (7) days of accumulated sick leave during
13 any school year in case of personal necessity. Two personal necessity
14 leave days shall be deemed “no-tell days” when the teacher is not
15 required to inform the immediate supervisor of the reason for the leave.
16

17 **2. Definitions**
18

19 **a. Personal necessity** is defined as any activity or personal
20 obligation of an employee which necessitates or mandates their absence
21 from their assignment during regular work hours.
22

23 **b. Immediate family** of an employee or spouse is defined as:
24

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

25
26
27
28 **3. Advanced Permission**
29

1 The employee's application for non-emergency use of his sick leave for
2 personal necessity must be received by the supervisor not less than two
3 (2) working days or forty-eight hours prior to the desired absence.
4

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

6
7 Extension of bereavement leave. (Advance permission not required).
8

9 Accident involving a unit members person or property, or the person or
10 property of a member of the immediate family. (Advance permission not
11 required).
12

13 Appearance in court as a litigant, or as a witness under official order.
14 (Advance permission required).
15

16 Serious illness of a member of their immediate family as defined by
17 Education Code 45194. (Advance permission not required).
18

19 Response to an official order from another governmental jurisdiction for
20 reasons not brought about through the connivance or misconduct of the
21 employee of such emergency nature that the presence of the employee is
22 required during his regular working hours and no alternative meeting on
23 a non duty day can be arranged. (Advance permission required).
24

25 Settling of legal affairs and other serious personal emergencies which
26 cannot be resolved on non-working days. (Advance permission required).
27

28 Adoption of a child. (Advance permission not required).
29

30 Seeing a son/daughter or parent off to military duty overseas. (Advance
31 permission required).
32

33 Paternity leave for new fathers. (Advance permission required).
34

35 Educational activity of son/daughter. (Advance permission required).
36

37 Weddings of employee or employees' immediate family. (2 days). (Advance
38 permission required).
39

40 Other reasons on a case by case basis. (Up 2 days approval by Site
41 Supervisor any additional days Superintendent approval required.)
42

43 **5. Reasons For Which Personal Necessity Leave Will Not Be**
44 **Approved.**
45

1 Attendance at or participation in functions or activities which are
2 primarily for the employees' pleasure, amusement or personal
3 convenience.

4
5 The extension of holidays or vacation periods for personal convenience.

6
7 Accompanying a spouse on a trip when such travel is not otherwise
8 authorized by these rules.

9
10 Seeking or engaging in a remunerative employment.

11
12 Engaging in a strike, demonstration, picketing, lobbying, rally, March,
13 campaign meeting or any other activities related to work stoppage or
14 political campaigning.

15
16 **C. BEREAVEMENT LEAVE**

17
18 A unit member shall be entitled to a maximum of three (3) days, or five
19 (5) days leave of absence if more than 250 miles travel is required,
20 without loss of salary on account of the death of any member of their
21 immediate family.

22
23 **D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

24
25 Unit members will be entitled to industrial accident leave according to
26 the provision in Education Code Section 44984 for personal injury which
27 has qualified for worker's compensation under the provisions of the State
28 Compensation Insurance Fund.

29
30 Such leave shall not exceed sixty (60) days during which the schools of
31 the District are required to be in session or, when the employee would
32 otherwise have been performing work for the District in any one fiscal
33 year for the same accident.

34
35 The District has the right to request a second medical opinion to assist in
36 determining the length of time during which the teacher shall be
37 temporarily unable to perform assigned duties and the degree to which a
38 disability is attributable to the injury involved.

39
40 The Total of the unit member's temporary disability indemnity and the
41 portion of salary due during their absence shall equal their full salary.
42 For any days of absence from duty as a result of the same industrial
43 accident, the unit member shall endorse to the District any wage loss
44 benefit check from the State Compensation Insurance Fund.

1 If the unit member fails to endorse to the District any wage loss
2 disability, indemnity check received on account of industrial accident or
3 illness as provided above, the District shall deduct from the unit
4 member's salary warrant, the amount of such disability indemnity
5 actually paid to and retained by the unit member.
6

7 **E. JURY DUTY/WITNESS LEAVE**
8

9 Unit members shall be granted leave, without loss of pay, to appear in
10 court as a witness, other than as a litigant, or to respond to an official
11 order from duly authorized government agencies, or to serve as a Juror.
12 The unit member shall notify the site administrator of the duty/leave as
13 soon as possible.
14

15 Any compensation, less any mileage expenses, received for appearance
16 as a witness or from serving as a Juror under this section shall be
17 endorsed over to the District so that the unit member's compensation for
18 any days of absence for the above purposes shall not be in excess of nor
19 less than, their regular pay.
20

21 **F. CATASTROPHIC LEAVE**
22

23 When a catastrophic illness or injury incapacitates an employee for an
24 extended period of time or incapacitates a member of the employee's
25 immediate family as a result of a verifiable long-term illness or injury,
26 fellow employees may donate accrued sick leave to the employee under
27 the specific requirements of the Dos Palos-Oro Loma Joint Unified
28 School District's Catastrophic Leave Program. Donations made under
29 the Catastrophic Leave Program shall be strictly voluntary and donors
30 shall sign a form acknowledging that the transfer of leave credit is
31 irrevocable.
32

33 The first ten (10) days of illness or disability must be covered by the unit
34 member's own sick leave, differential leave, or leave without pay. The
35 employee must request participation in the Catastrophic Leave Plan
36 within ten (10) days of exhausting their own sick leave, differential leave,
37 or leave without pay.
38

39 An employee who is or whose family member is suffering from a
40 catastrophic illness or injury may request donations or accrued vacation
41 or sick leave credit under the Catastrophic Leave Program.
42

43 An employee who is suffering from a catastrophic illness or injury may
44 request on the district form that eligible leave credits be donated for their
45 use as an invalid or family caretaker.
46

1 An employee suffering from a catastrophic illness or injury shall provide
2 verification by means of a letter, dated, and signed by the ill or injured
3 person's physician, indicating the incapacitating nature and probable
4 duration of the illness or injury. The District retains the right to obtain a
5 separate evaluation of the employee's condition by a physician of its
6 choice. In the event of conflict of opinion, a third opinion from a
7 mutually selected physician will be sought.

8
9 The Superintendent or designee shall determine that the employee is
10 unable to work due to catastrophic illness or injury and has exhausted
11 all accrued sick leave.

12
13 The maximum benefit to be received by any employee for any single
14 catastrophic illness or injury is seven (7) consecutive months.

15
16 Any employee who receives paid leave pursuant to this program shall use
17 any leave that he/she continues to accrue on a monthly basis before
18 receiving paid leave pursuant to the Catastrophic Leave Program.

19
20 If a unit member is incapacitated, applications may be submitted to the
21 District by the employee's agent or member of the unit member's family.

22
23 Employees may donate leave credits to a specific employee when that
24 employee, or a member of their family, suffers from a catastrophic illness
25 or injury and the employee has exhausted all accrued paid leave credits.

26
27 Eligible leave is defined as accrued sick leave.

28
29 Eligible leave must be donated at a minimum of one day and a maximum
30 of two days. Their transfer of leave is irrevocable.

31
32 The Superintendent or designee shall inform employees of the means by
33 which donations may be made in response to the employee's request.

34
35 To ensure that employees retain sufficient accrued sick leave to meet the
36 needs that normally arise, donors shall preserve their accumulated sick
37 leave at a minimum of fifteen (15) days.

38
39 **G. SABBATICAL LEAVE**

40
41 **1. Purpose**

42
43 The purpose of a paid Sabbatical Leave is to permit study or travel by an
44 employee to benefit the schools and students of the district.

45
46 **2. Eligibility**

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

8 **3. Extent and Distribution of Leaves:**
9

10 The number of employees absent on sabbatical leave at one time shall
11 not exceed 3% (to the nearest whole number) of the total number of
12 certificated employees.
13

14 **4. Application Procedure:**
15

16 An application must be submitted one year in advance: no later than
17 January 2 for the following January, or no later than August 1 for the
18 following Aug. Applications are to be submitted to the Superintendent.
19

20 Applications must consist of a letter of support from the site Principal
21 and shall include a full statement of the purposes (study, travel, and
22 research), expected benefits and outcomes, and the duration of the
23 requested leave.
24

25 Within 10 working days, the Superintendent will accept the application
26 to forward to the Board for final approval, or return it to the applicant for
27 more information.
28

29 Upon the Board's final approval, the applicant will work closely with
30 Administration to ensure the smooth transition and operation of the
31 academic program in preparation of the leave.
32

33 If sabbatical leave is not granted, a letter will be sent to the applicant
34 stating the reason(s) for denial.
35

36 A sabbatical leave may be granted for a school year or less. The
37 Superintendent may elect to extend the term of the leave.
38

39 **5. Sabbatical Leave Requirements:**
40

41 Upon being granted a paid sabbatical leave, the employee will sign an
42 agreement to return to service in the District for not less than two (2)
43 years upon completion of the leave or restore to the District all salary
44 payments received while on leave.
45

1 While on a sabbatical leave for a designated course of study leading to
2 certification or a post-graduate degree, an employee shall complete at
3 least six (6) semester units of upper division or graduate work for each
4 semester of leave granted. Transcripts shall be submitted to the
5 Superintendent's office within thirty (30) days of the employee's return to
6 duty. Failure to complete the coursework in a timely or satisfactory
7 manner will result in restoring to the District all salary payments
8 received while on leave.

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

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

27
28 **6. Compensation:**

29
30 Compensation while on leave shall be one-half the salary the employee
31 would have received had they remained in the service of the District and
32 will be paid in equal monthly installments. Health benefits will continue
33 to be automatically deducted at the employee's regular monthly rate.

34
35 **7. Effect Upon Position Status, Salary Increments, and**
36 **Retirement:**

37
38 Sabbatical leave will be counted as a semester or a year of service and
39 experience on the salary schedule.

40
41 At the expiration of the leave, the employee will be reinstated in a
42 position commensurate with the credential held.

43
44 College units earned during sabbatical leave may be utilized to meet
45 salary column advancement consistent with current Bargaining
46 Agreement language.

1
2 The employee's normal percentage of deduction for retirement purposes
3 shall be applied to the actual salary received. The sabbatical leave year
4 is counted a one-half (1/2) year service for retirement purposes.
5

6 **8. Accident and Illness While on Sabbatical Leave:**
7

8 Interruption of the program of study or travel caused by a serious
9 accident or illness during a sabbatical leave shall not affect the amount
10 of compensation to be paid. However, the Governing Board must be
11 notified by registered mail within two (2) weeks after the accident or
12 onset of illness. A doctor's statement verifying the accident or illness
13 must be submitted. In case of such accident or illness, the employee
14 status will fall under current medical leave language/policy.
15

16 **H. Workers Compensation**
17

18 Leave may not be used for illness or disability which qualifies the
19 participant for Worker's Compensation benefits unless the participant
20 has exhausted all Workers' compensation leave, their own sick leave, and
21 provided further that the employee signs over any Workers'
22 Compensation checks for temporary benefits to the District.
23

24 **I. Disability**
25

26 When the applicant is eligible for a Disability Award or a retirement
27 under STRS or, if applicable, Social Security, the district may request the
28 application of a disability or retirement. Failure of the employee to
29 submit a complete application including medical information provided by
30 the applicant's physician, within twenty (20) calendar days may
31 disqualify him/her for further leave payments.
32

33 If the plan does not have sufficient days to fund a request, the District is
34 under no obligation to provide payment to the applicant.
35

36 **ARTICLE XV - VACANCIES, ASSIGNMENTS,**
37 **TRANSFER/REASSIGNMENTS**
38

39 **A. Definitions:**
40

41 **1. VACANCY-** A vacancy is any new or existing vacated/or open
42 position which the District elects to fill permanently.
43

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

1
2 **B. Vacancies**
3

4 The Superintendent shall send to the Association President and post in
5 all school buildings a list of all vacancies which occur during the school
6 year and for the following school year upon knowledge of the vacancies.
7 The list shall contain the following:
8

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

11 A job description.

12 Qualifications necessary to meet the requirements of the position.
13

14
15
16 During leaves or summer recess, the District shall, upon written request
17 by a unit member, attempt to notify that unit member of posted
18 vacancies for which they express interest and hold or have requested a
19 credential. The unit member's request must be in writing and must
20 include a mailing address for the summer or period of leave. The written
21 notice will identify a method for immediate contact with the employee.
22 Failure to make contact will not require suspending the
23 recruitment/selection process.
24

25 If a unit member already has a current transfer application on file, it is
26 not necessary to make a further application in order to be considered for
27 any vacancies for which the unit member may apply.
28

29 **C. Voluntary / Involuntary Transfer/Reassignment**
30

31 **1. Voluntary Transfers**
32

33 Requests for transfer shall be made in writing by the teacher before
34 March 15th. Such requests shall indicate the transfer desired. Such
35 requests represent consent to transfer and may be acted upon without
36 further consultation with the teacher. As a matter of routine, identified
37 professional staff vacancies will be posted at the various schools in the
38 District and the District office, and a notice of vacancies during the
39 summer months shall be sent to the Association and interested
40 individuals who requested voluntary transfer.
41

42 Written requests for transfer to a position for which a teacher is qualified
43 shall be duly considered related to criteria which includes; credentialing;
44 teaching experience relevant to the position; seniority; and evaluations.
45 The teacher will receive an interview or a meeting to discuss the position.
46

1 The Superintendent, or their designated representative, will give
2 consideration to the preference requested but may deny transfer if, in
3 their opinion, it is in the best interest of the District.

4
5 Upon written request from an applicant, reasons for denial of a transfer
6 shall be supplied to him/her in writing from the District.

7
8 **2. Involuntary Transfers/Assignments**

9
10 The District reserves the right to transfer certificated staff to meet the
11 needs of the District.

12
13 A teacher reassigned to a newly-formed class, or a class for which
14 advance planning and preparation was not made, after the first
15 orientation day of school year, shall be allowed three (3) duty days
16 (orientation days or teaching days) to prepare for the new assignment.

17
18 A teacher reassigned to a classroom on the same campus shall be
19 allowed one (1) duty day to prepare for the new assignment.

20
21 A teacher reassigned to a classroom on a different campus shall be
22 allowed two (2) duty day to prepare for the new assignment.

23
24
25 The District shall provide reasonable assistance in moving the
26 transferred teacher's personal teaching materials to the new location.

27
28 As soon as possible before the implementation of an involuntary transfer,
29 the Superintendent, or their designated representative, shall meet with
30 or notify the teacher being transferred to review needs and reasons for
31 such transfer.

32
33 **D. Notice of Intent to Return**

34
35 If a unit member, without cause, fails to notify the District before June 1
36 that he/she will remain in District service, the unit member may be
37 deemed to have declined reemployment and the unit member's service
38 may be terminated on June 30 of that year. If the unit member notifies
39 the District after June 1 of their intent to remain in District service, the
40 unit member may be re-assigned to a position for which he/she is
41 properly credentialed.

42
43 A unit member who gives notice of resignation after May 31 but before
44 June 30 shall be released from their contract within thirty (30) days of
45 the unit member's notice, or as soon as a replacement is hired for the
46 unit member, whichever occurs first.

1
2 **ARTICLE XVI. - NEGOTIATION PROCEDURES**
3

4 No later than the week before the January Board Meeting-the Association
5 shall submit its initial proposals to the District Board of Trustees.
6

7 No later than the January Board Meeting the District shall submit its
8 initial proposals to the Association.
9

10 The parties shall meet and negotiate in good faith on negotiable items.
11 Any agreement reached between the parties shall be reduced to writing
12 and signed by them.
13

14 Times and places for negotiations will be mutually agreed upon.
15

16 As necessary, release time will be provided for all members of the
17 DPOLTA bargaining team that will be attending the meeting.
18

19 Within thirty (30) days of ratification of the Agreement by both parties
20 herein, the Board shall have sufficient copies prepared and delivered to
21 the Association for distribution to each unit member in the District and
22 posted on the website. If this service is not reimbursable by the State,
23 the Association will provide 1/2 the service.
24

25 **ARTICLE XVII. - MAINTENANCE OF BENEFITS**
26

27 The Board and Association will, as of the effective date of this Agreement,
28 support the terms and conditions herein set forth.
29

30 This Agreement shall supersede any rules or practices of the Board and
31 the Association which are inconsistent with its terms.
32

33 The provisions of this Agreement, shall not be interpreted or applied in a
34 manner which is arbitrary, capricious or discriminatory.
35

36 **ARTICLE XVIII. - COMPENSATION, FRINGE BENEFITS AND EARLY**
37 **RETIREMENT INCENTIVE**
38

39 **A. Compensation**
40

41 Each Classroom Teacher will be entitled to a fifty dollar (\$50) classroom
42 materials or supplies reimbursement annually. Reimbursements
43 requests must be submitted with appropriate receipts.
44

45 Any new unit member coming into the District will fall onto the salary
46 schedule based upon units above Bachelor's degree and years of full time

1 teaching experience. The new unit member will have up to three (3)
2 years from date of hire to become fully credentialed.

3
4 **B. Fringe Benefits**

5
6 The District shall contribute per fiscal year for each unit member up to
7 the total dollar amount of the health benefit premium costs (totaling
8 \$13,000 (2018-2019) \$14,000 (2019-2020) annually) for eligible
9 employees and covered dependents. Employees on approved unpaid
10 leaves of absence shall be eligible to continue health insurance coverage
11 for the period of the leave upon reimbursement in advance to the District
12 of the insurance premium, subject to carrier approval.

13
14 If the District is notified by the insurance carrier of plan cost increases,
15 the District will inform members of the increase and enter discussion
16 with the unit as to this increase before any salary deductions are made.

17
18 **C. Early Retirement Incentive**

19
20 The school board may approve early retirement incentives in special
21 situations of advantage to the employee and the District under the
22 following conditions:

23
24 The employee must retire under the State Teachers' Retirement System
25 or the Public Employees Retirement System.

26
27 For eligible employees who retire between the ages of 55 and 64 the
28 District will contribute \$4800 per year as a medical insurance
29 contribution until age 65.

30
31 To be eligible for this program, unit members must have completed
32 fifteen (15) years of service; a minimum of ten (10) years of such service
33 must have been completed within the Dos Palos-Oro Loma Joint Unified
34 School District or its antecedent districts.

35
36 **ARTICLE XIX. - SALARY SCHEDULE**

37
38 **A. Salary Schedule Increase**

39
40 The District will provide the salaries as indicated in Appendix A and
41 extra duty stipends as indicated in Appendices B, C, and D.

42
43 Unit members who serve other than the required number of work days
44 shall receive a salary which is not less than their per diem as determined
45 by the ratio between their salary position and the number of negotiated
46 work days. This provision does not apply to stipends. Notwithstanding

1 the above, unit members who serve for one (1) full semester shall receive
2 not less than one-half (1/2) the annual salary applicable to their column
3 and step.

4
5 **B. Salary Schedule Implementation**

6
7 The annual salaries set forth in this Agreement shall be paid in twelve
8 (12) equal installments for returning employees, payable on the last
9 working day of each month with appropriate deductions.

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

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

22
23 **C. Credit for Service**

24
25 Credit for service shall be allowed on the salary schedule at the rate of
26 one (1) increment (step) for one (1) year of service up to a maximum of
27 ten (10) increments. The Superintendent, at their discretion, can make
28 placements on the salary schedule equal to years of service.

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

36
37 The Superintendent, at their discretion, may reinstate tenure status
38 earned previously in the District.

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

43
44 **D. Salary Placement and Movement**

1 Course credit for salary placement and movement shall be given for post-
2 graduate, upper division or graduate course work taken at four year
3 colleges, universities, or graduate schools which are accredited by a
4 regional accrediting commission or other programs approved by the
5 District with prior approval of administrators. With prior administrative
6 approval, undergraduate courses may be applied to the salary schedule
7 up to a maximum of nine (9) semester hours.

8
9 Any new employees who come into the District will fall onto the salary
10 schedule based on units and years of full time experience and shall have
11 up to 3 years from date of hire to obtain a preliminary or clear teaching
12 credential.

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

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

26
27 For the first fifteen (15) units of professional growth education required
28 in order to advance a column on the salary schedule, every certificated
29 employee, regardless of subject area taught, would be required to have
30 completed three (3) units of literacy education. Participation in District
31 sponsored professional development that includes elements of literacy,
32 writing, or ELD shall meet this requirement. Professional development
33 opportunities such as GLAD, Expository Reading and Writing, and ROP;
34 For the three (3) units, teachers will receive credit on a scale of fifteen
35 (15) hours of participation (including seat time and lesson development
36 time) for one unit. This is a one-time requirement for advancement on
37 the salary schedule.

38
39 **E. Mileage Rate**

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE XXV. - SAVINGS**

2

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

6

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

9

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

12

13

14 **ARTICLE XXVI. - TERM OF AGREEMENT**

15

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

19

20

**Dos Palos-Oro Loma
Teachers Association**

**Dos Palos-Oro Loma Joint
Unified School District**

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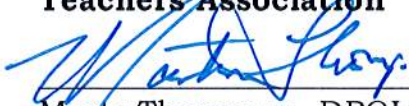
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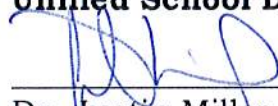
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Marty Thompson, DPOLTA Pres.

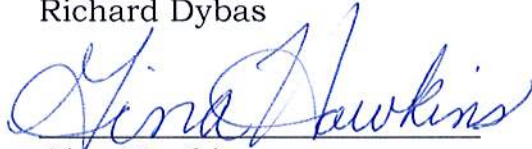


Dr. Justin Miller, Supt.

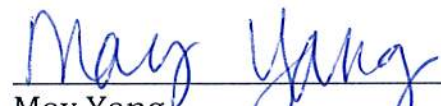


Richard Dybas

Dr. Norma Delgado



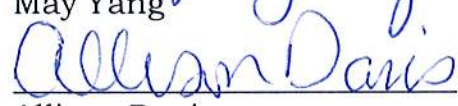
Gina Hawkins



May Yang



Sergio Padilla



Allison Davis

Date: 2-19-19

**DOS PALOS-ORO LOMA JOINT UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION**

Name: _____ Review Period: From _____ To _____

Position Title: _____ Site: Preschool

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

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	E	M	N	U	X	Summative Statement
1. Connecting students' prior knowledge, life experience and interests with learning goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Using a variety of instructional strategies and resources to respond to students' diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Facilitating learning experiences that promote autonomy, interaction and choice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Engaging students in problem solving, critical thinking and/or activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Promoting self-directed, reflective learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEACHING STANDARD 2						
Creating and Maintaining Effective Environments for Student Learning <i>(Not limited to classrooms but is defined as teacher/student learning experience and interactions)</i>	E	M	N	U	X	Summative Statement
1. Creating a physical environment that engages all students that is safe and provides adequate supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Establishing a climate that promotes fairness and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Promoting social development and group responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Establishing and maintaining standards for student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Planning and implementing classroom procedures and routines that support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Using instructional time effectively and efficiently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEACHING STANDARD 3						
Understanding and Organizing Subject Matter for Student Learning <i>(Competencies Specific to the Given Assignment and/or Program Area)</i>	E	M	N	U	X	Summative Statement
1. Demonstrating knowledge of subject matter content and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Organizing curriculum to support student understanding of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Interrelating ideas and information within and across subject matter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Developing student understanding through instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Using materials, resources, and technologies to make subject matter accessible to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

TEACHING STANDARD 4						
Planning Instruction and Designing Learning Experiences for All Students	E	M	N	U	X	Summative Statement
1. Drawing on and valuing students' backgrounds, interests and developmental learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Developing and sequencing instructional activities and materials for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Designing short-term plans to foster student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Modifying instructional plans to adjust for student needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Utilization of content standards in lesson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEACHING STANDARD 5						
Assessing Student Learning	E	M	N	U	X	Summative Statement
1. Establishing and communicating learning goals for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Collecting and using multiple sources of information to assess student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Involving and guiding all students in assessing their own learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Using the results of assessments to guide instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Communicating with students, families, agencies and other appropriate audiences about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Gathering evidence of achievement toward appropriate standards and/or IEP goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEACHING STANDARD 6						
Developing as a Professional Educator	E	M	N	U	X	Summative Statement
1. Reflecting on teaching practices and planning professional development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Establishing professional goals and pursuing opportunities aligned with these goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Working with communities to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Working with families to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Working with colleagues to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Balancing professional responsibilities and maintaining motivation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Overall Standard Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

GENERAL EXPECTATIONS						
	E	M	N	U	X	Summative Statement
1. Regularly arrives on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Regularly starts class on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Regularly in attendance for total prescribed contract day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Non-instructional duties and responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OVERALL JOB PERFORMANCE/RECOMMENDATIONS						
<input type="checkbox"/> Meets or Exceeds Standards: All standards are rated "meets or exceeds standards."	<input type="checkbox"/> Needs to improve: Recommend PAR with growth objectives Two standards are rated "needs to improve" on two or more consecutive evaluations.			<input type="checkbox"/> 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.