

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

Dos Palos Oro Loma CTA/NEA

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

1 **ARTICLE I - AGREEMENT**

2
3 The Articles and provisions contained herein constitute a bilateral and
4 binding agreement ("Agreement") by and between the Dos Palos Oro
5 Loma Joint Unified School District (hereafter referred to as "District")
6 and the Dos Palos/Oro Loma Teachers' Association, CTA-NEA
7 ("Association").
8

9 **1. Term**

10
11 This agreement, except for Compensation and two additional Articles
12 for each party per year, shall remain in full force and effective from
13 July 1, 2002 until June 30, 2005.
14

15 **2. Certification of Representative**

16
17 This Agreement is entered into pursuant to Chapter 10.7, Sections
18 35403549 of the Government Code ("Act").
19

20 **3. Inclusions**

21
22 Consistent with the District's official recognition of the Association on
23 November 17, 1992, as the exclusive representative of the employees in
24 the representation unit, the District reaffirms that the unit is
25 comprised of the following positions:
26

- 27 a. Probationary and permanent classroom teachers (full-time);
- 28 b. Temporary teachers with contracts for more than 75% of the school
29 year;
- 30 c. Librarian (full-time);
- 31 d. Special Education Teachers (full-time);
- 32 e. Part-time classroom teachers or special education teachers (defined as
33 those teaching 60% or more of the school year);
34

35 The Parties to this Agreement recognize that the duties and work
36 performed by the certificated employees in the bargaining unit
37 described above shall be performed only by unit members unless there
38 are no unit members who are qualified and/or interested in performing
39 the work, in which case the District may utilize non-bargaining unit

1 personnel. Procedures for filling vacancies and/or new positions shall
2 be pursuant to Article XV, Transfers.

3
4 **4. Exclusions**

5
6 All other positions not designated above shall be excluded, including,
7 but not limited to:

- 8
9 a. Superintendent
10 b. Assistant Superintendent
11 c. Principals
12 d. Vice Principals
13 e. Counselors/School Psychologists
14 f. Head Counselor
15 g. Supervisory Employees
16 h. Speech Therapist
17 i. Confidential Employees
18 j. Substitute employees and other part-time certificated employees
19 teaching less than 60% of the school year.
20 k. Pre School Teachers

21
22 **ARTICLE II - DEFINITIONS**

23
24 The following definitions shall be utilized in the interpretation of this
25 Agreement:

26
27 **1. Unit Member**

28
29 Refers to any employee who is included in the appropriate unit as
30 defined in ARTICLE I and therefore covered by the terms and Provisions
31 of this Agreement.

32
33 **2. Days**

34
35 Means negotiated days when the unit members are required to be on
36 duty. "Days" other than this shall be defined as such in given instances.

37
38 **3. Paid Leave of Absence**

39
40 Means that a unit member shall be entitled to receive:

- 41 a. All wages and benefits as a member not on leave;
42 b. Return to the same credential assignment; which s/he enjoyed
43 immediately preceding the commencement of the leave.

1 **4. Unpaid Leave of Absence**

2
3 Means that a unit member shall be entitled to the same rights accorded
4 unit members who are on paid leaves excluding wages and benefits.

5
6 **5. School Day**

7
8 Means all days students are required to be in school, unless otherwise
9 provided for in this Agreement.

10
11 **6. Daily Rate of Pay**

12
13 Means the unit member's annual salary divided by the number of days
14 required by the Agreement.

15
16 **7. Hourly Rate of Pay**

17
18 Means the daily rate of pay divided by 7.25 of daily duty hours.

19
20 **ARTICLE III – NON DISCRIMINATION**

21
22 The Parties agree not to unlawfully discriminate against any unit
23 member. Any claim against either party shall be adjudicated through
24 the appropriate agency other than the Grievance Procedure of this
25 Agreement.

26
27 **ARTICLE IV – EMPLOYEE RIGHTS**

28
29 **1. Restriction on District Negotiations and Agreements:**

30
31 The District and the Association recognize the right of employees to
32 form, join and participate in lawful activities of the employee
33 organizations and the equal alternative right of employees to refuse to
34 form join or participate in employee organization activities.

35
36 **2. Distribution of Contract**

37
38 After the execution of this contract the District shall print or duplicate
39 and provide without charge a copy of this contract to every employee in
40 the bargaining unit if the cost is reimbursed by the State. If not the cost
41 is to be split equally by the Association and the District. Any employee
42 who becomes a member of the bargaining unit after the execution of this
43 agreement will be provided with a copy of this agreement by the District
44 without charge at the time of employment. Each employee in the
45 bargaining unit will be provided by the District, without charge, with a

1 copy of any written changes agreed to by the parties to this Agreement,
2 during the life of this Agreement.

3
4 **ARTICLE V – ASSOCIATION RIGHTS**

5
6 Association rights as provided under SB 160 and all other Education
7 Code Sections found applicable are acknowledged.

8 **ARTICLE VI – DISTRICT RIGHTS**

9
10 **1.** It is understood and agreed that the District retains all of its
11 powers and authority to direct, manage and control to the full extent of
12 the law. Included but not limited to those duties and powers is the
13 exclusive right of the District to determine its organization; direct the
14 work of its employees; determine the times and hours of operation;
15 determine the kinds and levels of services to be provided and the
16 methods and means of providing them; establish the educational
17 policies, goals and objectives; ensure the rights and educational
18 opportunities of students; determine staffing patterns; determine the
19 number and kinds of personnel required; maintain the efficiency of
20 District operations; determine the curriculum; build, move and modify
21 facilities; establish budget procedures and determine budgetary
22 allocations; determine the method of raising revenue; and take action on
23 any matter in the event of an emergency. In addition, the District retains
24 the right to hire classify, assign, evaluate, promote, terminate and
25 discipline employees.

26
27 **2.** The exercise of the foregoing powers, rights, authority, duties and
28 responsibilities by the District, the adoption of policies, rules, regulations
29 and practices in furtherance thereof and the use of judgment and
30 discretion in connection therewith, shall be limited only by the specific
31 and express terms of this agreement, and then only to the extent such
32 specific and express terms are in conformance with law.

33
34 **3.** The District retains its right to amend, modify or rescind policies
35 and practices referred to in this agreement in cases of emergencies. The
36 determination of whether or not an emergency exists is solely within the
37 discretion of the District and is expressly excluded from the provisions of
38 the grievance policy, except monetary items which are grievable. Such
39 changes shall remain in effect only for the life of the emergency.

40
41 **ARTICLE VII – ORGANIZATIONAL SECURITY**

42
43 **A. PAYROLL/DUES DEDUCTIONS**

44
45 **1.** The right of payroll deduction for payment of membership dues,
46 initiation fees, and general assessments shall be accorded exclusively to

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

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

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

27 **B. MAINTENANCE OF MEMBERSHIP**
28

29 The Association and the District agree that any unit member who is a
30 member of the Association at the time this Agreement becomes effective
31 or who enrolls during the term of the Agreement shall maintain such
32 membership for the duration of this Agreement. This provision shall not
33 deprive any member of the right to terminate her or his membership
34 within the 30 day period following expiration of the Agreement. If a
35 member who is covered by the maintenance of membership requirement
36 withdraws authorization for dues deduction and/or refuses to provide
37 the Association with a lump sum cash payment of dues for the year, the
38 District shall deduct membership dues as provided in Education Code
39 Section 45601 and in the same manner as set forth in Sections A.1. and
40 A.2. above.
41

42 **C. AGENCY FEE**
43

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

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

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

- 20
- 21 a). The American Cancer Society
- 22 b). The American Red Cross
- 23 c). The Dos Palos Friends of the Library
- 24

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

32

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

42

43 **4.** With respect to all sums deducted by the District pursuant to
44 sections above, whether for membership dues or agency fee, the District
45 agrees to remit such moneys promptly to the Association accompanied
46 by an alphabetical list of unit members for whom such deductions have

1 been made, categorizing them as to membership or non-membership in
2 the Association, and indicating any changes in personnel from the list
3 previously furnished.

4
5 **5.** The Association and District agree to furnish to each other any
6 information needed to fulfill the provisions of this Article.

7
8 **D. HOLD HARMLESS/INDEMNIFICATION PROVISION**

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

19
20 **2.** It is the intention of the parties that this Article shall conform to
21 the legal requirements of the Education Employee Relations Act. This
22 Article will automatically modify itself to conform to those changes. If
23 the Legislation repeals the laws making payment of a service fee
24 mandatory in the public schools, this Article will be deemed rescinded.

25
26 **E. OTHER DEDUCTIONS**

27
28 Upon appropriate written authorization from the unit member, the
29 District shall deduct from the salary of any unit member and make
30 appropriate remittance for annuities, credit union, or any other plans or
31 programs approved by the District.

32
33 **ARTICLE VIII - SAFETY**

34
35 **1.** The District shall provide safe working conditions for all
36 employees.

37
38 **2.** Determinations of safe working conditions shall be made by the
39 District in compliance with State and Federal Law

40
41 **3.** Members shall not be required to work in unsafe conditions or to
42 perform tasks that endanger their health, safety or well being. The
43 District and the Association agree that the major responsibility for the
44 safe working conditions is that of the District and the major
45 responsibility for the maintenance of safety procedures and practices is
46 that of the classroom teacher.

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

7
8 **5.** Upon notification, the District shall eliminate or correct any unsafe
9 or hazardous conditions and inform the affected member of the corrective
10 action being taken.

11
12 **ARTICLE IX – SCHOOL YEAR, WORK DAYS, HOURS**

13
14 **1. School Year - Length of Year/Calendar:**

15
16 a. The length of the school year will be 183.5 days for returning
17 teachers and 188.5 for new teachers. The extra four days for new
18 teachers is to be used for Pre-Service Training.

19
20 b. The parties agree to review the school calendar by March of each
21 year.

22
23 **2. School Workday - Length of Day:**

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

29
30 Beyond the duty day, classroom teachers are responsible for parent
31 conferences, faculty and district meetings, special help to students, open
32 house nights, student supervision, and other related professional
33 activities. Classroom teachers will be allowed to volunteer for extra duties
34 before supervisors will assign those duties.

35
36 On foggy day schedules, teachers shall arrive at the regular time, except
37 when unsafe driving conditions exist, but no later than 9:00 a.m. The
38 teachers' workday (7-1/4 hours) will remain the same.

39
40 **3. Lunch**

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

1 **4. Prep Time**

2
3 Each site administrator will develop a plan to provide an average
4 preparation period of at least 30 minutes per day. This plan is subject to
5 approval by the Superintendent.

6
7 With prior administrative approval, a teacher may elect to teach during
8 the preparation period for which he/she may elect to receive his/her
9 choice of 1/7 equivalent Retirement Service Credit or 1/7 pay.

10
11 **5. Miscellaneous**

12
13 In general, teachers will be notified of administration required meetings
14 at least 24 hours prior to the meeting. It is recognized that there may be
15 emergencies or other circumstances in which shorter notice may be
16 given.

17
18 Effective July 1, 2002 teachers whose day includes a regularly scheduled
19 planning period, may voluntarily substitute during that period. This
20 would entitle the substituting teacher to receive 1/7 day of sick leave
21 added to their accumulated sick leave or be compensated for such time
22 with \$25.00 per period so substituted.

23
24 Teachers without a regularly scheduled planning period, and whose
25 normal classroom is multiple subject, and self-contained in nature, may
26 elect to accept students from another teacher's classroom. Such practice
27 shall only be accepted and allowed on an emergency basis when no
28 qualified substitute or certificated "fill-in" teacher is available. The
29 teacher accepting the additional students shall be compensated as
30 described above with each clock hour constituting a single period. Partial
31 hours at the beginning and end of the period of coverage, that are at
32 least 30 minutes long, may also constitute a period. The total shall not
33 exceed 7 periods in any given student day. To qualify, the receiving
34 teacher must accept at least 50% of the regularly enrolled students from
35 the sending class.

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

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

1 **ARTICLE X – EVALUATIONS**

2
3 **1. Purpose**

4
5 Employee evaluations serve multiple purposes, which include:

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

10
11
12
13 Likewise, evaluations serve as a communication tool:

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

21
22 The District retains the sole responsibility for the evaluation and

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

24 following:

- 25
- 26 • No Employee, covered by this agreement, shall be required to
- 27 formally evaluate any other employee(s).

28
29 **A. Probationary**

30
31 **1. Notification**

32
33 Each certificated employee to be evaluated shall be notified by the

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

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

36
37 **2. Observations Probationary/Provisional**

38
39 The time and date for one of the formal observations shall be announced

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

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

1 **3. Frequency And Timing**

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

- 5
6 The first on or before December 31st
7 The second on or before March 10th
8

9 **4. Right To Respond**

- 10
11 a. Response to formal observation:
12
13 b. The teacher shall have the option of filing a response to the Formal
14 Classroom Observation Form. If the teacher elects to do so, the response
15 shall be completed within five (5) school days after receiving the
16 observation record.

17 **5. Distribution of Formal Observation**

- 18
19 a. One copy of the evaluator’s Formal Classroom Observation Form
20 shall be placed in the employee’s personnel file and
21
22 b. One shall be given to the teacher within five (5) days after the
23 observation.
24

25 **6. Evaluation Form**

26
27 The rating system will consist of a continuum of four descriptors: (1)
28 Exemplary, (2) Satisfactory; (3) Needs to Improve; and (4) Unsatisfactory.
29

30 **7. Failure by the District to comply with a section of this article**
31 **shall not be grounds to reverse a dismissal.**
32

33 **B. 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.
46

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

7
8 One or more formal observations shall be made during the evaluation
9 period

10 **3. Right To Respond**

11 a. Response to formal observation:

12
13 b. The teacher shall have the option of filing a response to the Formal
14 Classroom Observation Form. If the teacher elects to do so, the response
15 shall be completed within ten (10) school days after receiving the
16 observation record.
17
18

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

- 20 a. one copy of the evaluator’s Formal Classroom Observation Form
21 shall be placed in the employee’s personnel file and
22 b. one shall be given to the teacher within five (5) days after the
23 observation.
24
25

26 **5. Evaluation Form**

27
28
29 The rating system will consist of a continuum of four descriptors: (1)
30 Exemplary, (2) Satisfactory; (3) Needs to Improve; and (4) Unsatisfactory.
31

32 **6. Five-Year Evaluation**

33 **a. Eligibility**

34
35
36 The following individuals will be eligible for participation in the
37 five-year optional evaluation process pursuant to Education Code
38 44664(3):
39

- 40 • Certificated teaching employees with permanent status who have
41 been employed at least 10 years with the school district, are highly
42 qualified as defined in 20 U.S.C. Sec. 7801, and whose previous
43 evaluation rated the employee as meeting or exceeding standards, if the
44 evaluator and certificated employee being evaluated agree. The
45 certificated employee or the evaluator may withdraw consent at any time.
46

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

3
4 • For the 2005-2006 school year, a pilot program will be
5 implemented which will include one teacher from each site. Teachers
6 interested in the pilot program will indicate their interest to the
7 Superintendent by October 31, 2005. Two additional participants will be
8 Kevin Kirschman and Sheila Ryskamp, who currently meet eligibility
9 requirements. Beginning with the 2006-2007 school year, there will be
10 no limit on the number of eligible participants at any one site.

11
12 **b. Implementation**

13
14 • The five-year evaluation option will be initiated with a meeting
15 between the evaluator and the qualified teacher within a month of
16 notification of evaluation. This initial meeting will cover the following
17 items:

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

25
26 **c. The Five-Year Evaluation Option Plan:**

27
28 It is the responsibility of the electing teacher to prepare an acceptable
29 five-year option plan. This plan will include goals based on the California
30 Standards for the Teaching Profession as the foundation of the plan. The
31 plan will adhere to the following guidelines:

- 32
33 • Provide structure indicating the sequence of proposed events
34 leading to attainment of the plan goal(s).
35
36 • Provide a clear accountability for the progression through the plan
37 on the part of the electing teacher.
38
39 • Be clearly written; show substance in relation to professional
40 development choice(s).
41
42 • Show the support system the electing teacher will require to reach
43 the proposed plan goal(s). For example, the teacher should include
44 names of anyone who may help the teacher through the plan sequences.
45

- 1 • Be aligned with District (or site) improvement plans for increasing
2 student achievement levels.
- 3
- 4 • Provide for interim assessment points/meetings with the evaluator
5 to evaluate the progress of the teacher through the plan and fine-tune
6 the plan.
- 7 □ Informal evaluations will be submitted for years one through four
8 of the plan. A formal evaluation will be designed for the final year
9 of the plan.

10

11 **7. *Failure by the District to comply with a section shall not be***
12 ***grounds to reverse a dismissal.***

13

14

15

16 **ARTICLE XI - PEER ASSISTANCE AND REVIEW**

17

18 **1. Retention of Education Code Rights:**

19

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

24

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

28

29 **2. Governing Board Review of Recommendations:**

30

31 Nothing herein shall preclude the Board from examining information,
32 which it is entitled by law to review in connection with the evaluation of
33 and/or decision to retain in employment, probationary or temporary
34 certificated employees

35

36 **3. Primary Purpose:**

37

38 Beginning July 1, 2000, there shall be a Peer Assistance and Review
39 (hereafter referred to as "PAR") Program for all teachers. This Program in
40 no manner diminishes the legal rights of bargaining unit members. The
41 Program shall have three groups: Participating Teachers (newly hired and
42 referred teachers), Consulting Teachers, and the PAR Panel. Under the
43 direction and supervision of the PAR Panel, the Consulting Teacher (CT)
44 will provide assistance to Participating Teachers (PT) in the PAR program
45 in order to improve instructional performance. The CT will offer various
46 forms of assistance to the PT including but not limited to demonstrating,

1 observing, coaching, conferencing, or referring. The Peer Assistance and
2 Review process is not for the purpose of evaluating by the Consulting
3 Teachers. All forms and/or reports will be records of activities.

4 5 **4. Qualifications for Employment as a Consulting Teacher**

6
7 a. Teachers who are recommended for the position of Consulting
8 Teacher shall be credentialed classroom teachers with permanent status,
9 who have completed at least three consecutive school years in
10 DPOLJUSD in a position requiring certification qualifications. (CA Ed.
11 Code Article 4.5, Section 44501a).

12
13 b. The CT shall have substantial recent experience in classroom
14 instruction and have demonstrated exemplary teaching ability as
15 indicated by, among other things, effective communication skills, subject
16 matter knowledge, and master of a range of teaching strategies necessary
17 to meet the needs of pupils in different contexts. (CA Ed. Code Article
18 4.5, Section 44501 b and c).

19 20 **5. Consulting Teacher Selection Process**

21
22 a. An interested teacher must submit a statement of interest with
23 letters of recommendation from two peers. These letters and a statement
24 of interest should include how the teacher implements the California
25 Standards for the Teaching Profession in the classroom as well as any
26 additional experience and expertise.

27
28 b. The PAR Panel may do any or all of the following during the
29 selection process:

30
31 • Conduct classroom observations by a minimum of two PAR Panel
32 members. The time and place of any observations will be mutually
33 agreed upon by all parties.

34 • The PAR Panel may interview prospective candidates. Each
35 candidate will be given a copy of the interview questions prior to the
36 interview.

37
38 c. Each Consulting Teacher who applies will be notified in writing
39 within five working days as to the final selection.

40 41 **6. Consulting Teacher Assignments**

42
43 Consulting Teachers (CTs) shall be assigned to one newly hired teacher
44 for a term of one year with the option of an additional year with the PAR
45 Panel recommendation. CTs may also be assigned to one Referred

1 Teacher (RT) for a one year term with the option of an additional year
2 with the recommendation by the Principal and approval by the PAR
3 Panel.

4
5 **7. Major Responsibilities and Duties of a CT Assigned to a PT**

6
7 a. Meet with the Participating Teacher to establish goals pertaining to
8 the California State Teaching Standards and develop a plan leading to
9 the attainment of those goals using the Monthly Assignment Map.

10
11 b. Provide a portfolio that represents the participant's progress
12 towards fulfilling the six California Standards for the Teaching Profession
13 to the Lead Consulting Teacher. Documentation for the portfolio can be
14 found in the PAR Manual.

15
16 c. Conduct regularly scheduled conferences with the Participating
17 Teacher. Conferences are to assist the PT in developing: classroom
18 management plan, lesson plans using multiple intelligences/styles, unit
19 plan development using multiple assessments.

20
21 d. The CT will accompany their PT in observing model classrooms.
22 They will participate in five observations throughout the year and provide
23 evidence of observations in the portfolio.

24
25 e. Conduct multiple observations of the PT during classroom
26 instruction.

27
28 f. Use appropriate school district resources and search for outside
29 sources, if necessary, to assist the PT.

30
31 g. Participate in the PAR Program as designed by the PAR Panel.

32
33 h. The Consulting Teacher and the Participating Teacher will both
34 compile and submit the portfolio documentation **monthly** to the Lead
35 Consulting Teacher.

36
37 The Consulting Teacher stipend carries the expectation of sixty (60)
38 professional hours of assistance to the first year Participating Teacher as
39 follows:

40

20 hours	Pre-academic school year preparation and induction
40 hours	Classroom observations and reflections with the Participating Teacher.

41

1 Second year assignment to a PT will require 20 hours of assistance as
2 defined in the PAR Manual. (Refer to Certificated Stipend Schedule.)
3

4 **8. Consulting Teacher Duties for a Referred Teacher**
5

6 Consulting Teachers who are assigned to a Referred Teacher (RT), will
7 provide a minimum of 20 hours of on-site, documented assistance per
8 year. An Individualized Assistance Plan will be created that addresses
9 the standard(s) which has been evaluated as “unsatisfactory” or “needs
10 to improve”. The plan will be agreed upon by the Principal, the CT, and
11 the RT. Communication and consultation with the Principal shall be
12 ongoing and shall be closely monitored by the PAR Panel. The course of
13 assistance may include one or more of the following:
14

- 15 a. Multiple classroom observation of the PT by the CT.
- 16 b. Observations by the RT of exemplary practice either by the CT or
17 other exemplary teacher(s).
- 18
- 19 c. Opportunities for professional development provided by the District
20 to assist in the implementation of the plan.
- 21
- 22 d. Conference opportunities for the CT and RT to attend together.
23
- 24 e. The CT will share all written and verbal program progress reports
25 during a conference with the RT at least once every three weeks. The
26 Consulting Teacher will submit the final written report of dates, times,
27 and topics to the Referred Teacher, Site Administrator, and to the PAR
28 Panel.
29
- 30 f. Upon reevaluation of the RT, the official evaluator will submit a
31 written recommendation to the PAR Panel recommending the RT
32 continue or be exited from the Peer Assistance and Review Program.
33

34 **9. Lead Consulting Teacher**
35

36 A Lead Consulting Teacher will be designated by the PAR Panel to
37 coordinate all work and reports of the CTs. The responsibilities shall
38 include, but not be limited to, scheduling the work of the CTs and
39 providing the PAR Panel with documentation. In the event that a current
40 Consulting Teacher is not available to complete the duties of the Lead
41 Consulting Teacher, a Panel member may fill in this position. An
42 additional stipend for this position will be offered per the stipend
43 schedule. The Lead Consulting Teacher makes an annual presentation
44 to the Board as to the general status of the Peer Assistance and Review
45 Program.
46

1 **10. Participating Teachers**

2
3 Participating Teachers are defined as any newly employed teacher of the
4 District. All newly hired teachers to the Dos Palos-Oro Loma Joint
5 Unified School District who are new to the profession and are not BTSA
6 participants will participate in the PAR Program. Teachers new to the
7 Dos Palos-Oro Loma Joint Unified School District who have prior
8 teaching experience will receive site support.
9

10 **11. Permanent Teachers**

11
12 A Voluntary Participating Teacher is any permanent teacher who chooses
13 to participate in the Peer Assistance and Review process for professional
14 development and is accepted by the PAR Panel as a participant. A
15 Referred Teacher (RT) is a teacher who has received an “unsatisfactory”
16 on any standard, or two “needs to improve” on any standard on two or
17 more consecutive evaluations. Teachers so referred shall have an
18 opportunity to appear before the PAR Panel prior to its determination in
19 opposition to such a referral. For any RT that has two “needs to
20 improve” the Panel has the authority to accept or reject the referral.
21 If the PAR Panel accepts the referral, then participation is mandatory.
22

23 **12. Voluntary Teacher Duties**

24
25 Permanent teachers desiring assistance in improving their practice may
26 apply to the PAR Panel for such assistance on a confidential basis. The
27 Voluntary Participating Teacher shall submit a request for participation
28 in the Peer Assistance and Review Program and a proposal for his/her
29 professional growth development plan to the PAR Panel by April for the
30 following school year. The request shall include the targeted area(s) for
31 professional development and, if desired, a specific trained Consulting
32 Teacher. The final assignment of Consulting Teachers is subject to the
33 approval of the PAR Panel. If a teacher is accepted into the program as a
34 volunteer, documentation will not be placed in their Personnel File. The
35 Voluntary Participating Teacher and the Consulting Teacher will meet to
36 design a professional development plan.
37

38 **13. Referred Permanent Teacher Duties**

39
40 The prime focus of participation in this program is to provide assistance
41 and renew quality teaching. This assistance shall be provided by the
42 consulting teachers under this article and shall be closely monitored by
43 this program’s governing board. Communication and consultation with
44 the Principal shall be ongoing. An Individualized Assistance Plan shall
45 be agreed upon at a conference between the Principal, the Consulting
46 Teacher, and the Referred Teacher. Referred Participating Teachers have

1 one opportunity to change Consulting Teachers provided this change is
2 made within the first five weeks of their participation in the program.
3 The PAR Panel has the authority to extend this time. If the Referred
4 Teacher has not reached “satisfactory” status within that year, then the
5 assistance may be extended for a second year. The decision to refer a
6 permanent teacher for assistance through this program shall not be
7 subject to the grievance procedure. A teacher shall not have access to
8 the grievance process to challenge the contents of reports, or decisions of
9 the Panel, but may file a response which shall become part of the official
10 record of the assistance.

11
12 **A. Due Process**

- 13 1. The Referred Teacher shall be entitled to review all reports
14 generated by the Consulting Teacher prior to submission to the Panel
15 and to have affixed thereto his/her comments. To effectuate this right,
16 the Consulting Teacher shall provide the Referred Teacher with copies of
17 such reports at least five (5) working days prior to any such meeting.
18 2. The Referred Teacher shall have the right to be represented by the
19 Dos Palos-Oro Loma Teachers Association in any meeting of the Panel or
20 in conference with the Principal to which they are called. They shall be
21 given a reasonable opportunity to present his/her point of view
22 concerning any report being made.
23 3. The Referred Teacher shall have the right to receive a written
24 report within ten (10) days of consultation of progress being made.

25
26 **14. Joint Panel (PAR Panel)**

- 27
28 a. The PAR Panel will consist of five (5) members including three (3)
29 teachers elected by the Dos Palos-Oro Loma Teachers Association and
30 two (2) administrators appointed by the District.
31 b. The District shall hold harmless the members to the PAR Panel
32 and the Consulting Teachers for any liability arising out of their
33 participation in the Program as provided in Education Code Section
34 44503(c).
35 c. Terms of service will be two (2) years.
36 d. The PAR Panel will establish its own internal operating procedures
37 including the method of selection of a Chairperson. The Chairperson will
38 serve a one (1) year term and shall alternate between teachers and
39 administrators.
40 e. The PAR Panel will meet a minimum of five times annually to
41 review the status and work of the Consulting Teachers and their
42 caseloads. The Panel will establish a meeting schedule. Such meetings
43 may take place during the regular workday in which event teachers who
44 are members of the PAR Panel will be released from their duties without
45 loss of pay. To hold meetings three (3) of the five (5) members of the PAR
46 Panel must be present. A quorum must include at least two (2) teachers

1 and one (1) administrator. Decisions shall be made by consensus where
2 possible. Should a vote be required, action must be taken on an
3 affirmative vote of at least three (3) members.

4 f. The deliberations of the Panel shall be closed and confidential:
5 their decisions shall be based on the **written** information provided by the
6 Consulting Teacher, the permanent teacher, and/or DPOLTA
7 representative response and other information as requested by the Panel.

8 g. The PAR Panel will adopt guidelines for implementing the
9 provisions of this Article. These guidelines will be consistent with the
10 provisions of the Agreement and the law, and to the extent that there is
11 an inconsistency, the Agreement will prevail, and to the extent that
12 the Agreement is inconsistent with the law, the law shall prevail. A copy
13 of the adopted rules and procedures will be distributed on an annual
14 basis to all participating parties, administrators, and the bargaining unit
15 president. It is the intent of the PAR Panel to reach consensus.

16 h. All proceedings and materials related to the administration of this
17 article shall be strictly confidential. Therefore, Panel members and
18 Consulting Teachers may disclose such information only as necessary to
19 administer this article.

20 i. Compensation for Panel members shall be in accordance with the
21 current stipend schedule.

22 23 **15. PAR Panel Major Responsibilities and Duties**

24
25 a. The PAR Panel will be responsible for selecting Consulting
26 Teachers and second year support providers. The PAR Panel will provide
27 written confirmation of participation in the Peer Assistance and Review
28 Program to Participating Teachers, Referred Teachers, Principals, or
29 immediate supervisors and Consulting Teachers.

30 b. The PAR Panel will pair the Consulting Teacher and a Participating
31 Teacher.

32 c. The Panel will accept or reject referrals from Principals or
33 voluntary requests for assistance in the program.

34 d. The PAR Panel is responsible for providing Consulting Teachers,
35 Participating Teachers, and Referred Teachers with any necessary forms.

36 e. The PAR Panel will be responsible for program management,
37 budget allocation subject to Board approval, and coordination of
38 workshop training.

39 f. The Panel will evaluate the program annually to establish changes
40 to the Program.

41 g. The PAR Panel is responsible for evaluating Consulting Teachers
42 and their documentation. They will also review the Consulting Teachers'
43 assistance plans. The Panel will evaluate the performance of the
44 Consulting Teacher annually. The documentation of such evaluations
45 shall **not** be made a part of the Consulting Teachers' personnel file
46 except upon the express written request of the individual Consulting

1 Teacher. The decision to release a Consulting Teacher and rescind the
2 stipend is at the sole discretion of the Panel.

3 h. The PAR Panel will review the reports prepared by the Consulting
4 Teachers and forward a final report to the Board. The Consulting
5 Teacher's reports will not be evaluative in nature. The appropriate PAR
6 forms submitted will be a record of times met, topics discussed, etc., by
7 the Consulting Teacher and the Participating Teacher.

8 i. The Panel will determine the number of Consulting Teachers in
9 any school year guided by and subject to such factors as the number of
10 Referred, Voluntary, and Beginning Teachers and available funds not to
11 exceed the funded amounts, minus the allowance for administrative
12 expenses permitted by law. The parties agree that the number of
13 Consulting Teachers may vary from year to year. Continuation of the
14 Peer Assistance and Review Program is subject to continued funding
15 through AB1s. (1999, Villaraigosa.)

16 j. The PAR Panel will determine if Voluntary Participants shall be
17 provided services under this program dependent on availability of funds
18 and Consulting Teachers.

19 k. Per Education Code 44502(a), the PAR Panel shall make
20 recommendations to the Governing Board regarding participants in the
21 PAR Program including forwarding to the Governing Board the names of
22 individuals who, after sustained assistance, are not able to demonstrate
23 satisfactory improvement.

24 l. The PAR Panel shall annually evaluate the impact of the Peer
25 Assistance and Review Program in order to improve it. The PAR Panel
26 may submit recommendations for improving the program to the
27 Governing Board and the Dos Palos-Oro Loma Teachers Association.

28 29 **ARTICLE XII - PERSONNEL FILES**

30
31 **1.** The official personnel file for each employee shall be maintained at
32 the district's central administration office.

33
34 **2.** An employee shall have the right to examine, during the employee's
35 non working time, and/or obtain copies at his or her expense, any
36 material from the employee's personnel file with exception of material that
37 includes ratings, reports, or records which were obtained prior to the
38 employment of the employee involved.

39
40 **3.** An employee may have another person accompany him/her to
41 assist in the examination of his/her personnel file, or may give written
42 authorization for another person to examine the personnel file.

1 **ARTICLE XIII – GRIEVANCE**

2
3 **1. Definitions**

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

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

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

9
10 The "immediate supervisor" is the supervisor having immediate
11 jurisdiction over the grievant who has been designated to adjust
12 grievances.

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

19
20 **2. Informal Resolution Procedures**

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

24
25 **3. Formal Resolution Procedures**

26
27 **A. LEVEL I – Immediate Supervisor**

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

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

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

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

42
43 **B. LEVEL II – District Superintendent**

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

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

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

8
9 **C. LEVEL III – Conciliation/Mediation**

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

17
18 The Association and the District shall attempt to agree upon a mediator.
19 If no agreement can be reached, they shall request the State Conciliation
20 Service to supply a panel of five (5) names of persons qualified to hear
21 the dispute. Each party shall alternately strike a name until only one
22 name remains. The remaining panel member shall be the advisory
23 arbitrator. The order of the striking shall be done by lot.

24
25 The parties will then participate in the mediation process to resolve the
26 dispute. The parties will cooperate with the mediator in meeting either
27 jointly or separately and presenting their respective positions and
28 supporting documentation. The mediator will notify the parties of
29 resolution or of the lack of resolution in writing. Any costs incurred will
30 be shared equally by the District and the Association.

31
32 **D. LEVEL IV – Board Of Trustees**

33
34 The grievant may, within ten (10) days, appeal the decision on the
35 appropriate form, provided by the District, to the Board of Trustees. The
36 statement shall include a copy of the original grievance and appeal, the
37 decision rendered and a clear, concise statement of the reasons for the
38 appeal. Within the above time limits, either party may request a
39 personal conference.

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

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

4
5 **ARTICLE XIV - LEAVE PROVISIONS**

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

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

- 10
11 1) Full-time unit members shall be entitled to ten (10) days leave with
12 full pay for each school year for purposes of personal illness or injury.
13 Unit members who work less than full-time shall be entitled to that
14 portion of the ten (10) days leave as the number of hours per week of
15 scheduled duty relates to the number of hours for a full-time unit
16 member in a comparable position.
17
18 2) After all earned leave as set forth in (1) above is exhausted, additional
19 non-accumulated leave shall be available for a period not to exceed
20 five (5) school months provided that the provision of (4) below are met.
21 The amount deducted for leave purposes from the unit member's
22 salary shall be the amount which would have been paid to a
23 substitute. The five (5) month period shall begin on the eleventh
24 (11th) day of absence due to illness or injury or on the last day of
25 accumulated sick leave is used whichever occurs first.
26
27 3) If a unit member does not utilize the full amount of leave as
28 authorized in (1) above in any school year, the amount not utilized
29 will be accumulated from year to year.
30
31 4) After five (5) days of absence, a unit member may be required to
32 present a medical doctor's certificate verifying the personal illness or
33 injury and/or a medical authorization to return to work.
34
35 5) Whenever possible a unit member must contact his/her immediate
36 supervisor or designee as soon as the need to be absent is known, but
37 in no event less than two (2) hours prior to the start of the work day
38 to permit the employer time to secure substitute service. Failure to
39 provide adequate notice may be grounds for denial of leave with pay
40 or other disciplinary action. Emergencies excepted.
41
42 6) A unit member who is absent for one-half (1/2) day shall have
43 deducted one-half (1/2) day from the accumulated leave. Unit
44 members absent for parts of a day other than one half (1/2) day will
45 be deducted a minimum of one (1) hour and then on an hourly pro-
46 rated based on the number of contract hours

1 7) A unit member who is absent shall notify the District no later than
2 3:30 P.M. of his/her intent to return to work the following day.

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

7
8 **2. PERSONAL NECESSITY LEAVE**

9
10 **a. 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.

14 **b. Definition**

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

19
20 2. **“Immediate family”** of an employee or spouse is defined as:

- 21
- 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.

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

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

30

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

- 2
- 3 1. Extension of bereavement leave. (Advance permission not
4 required).
- 5
- 6 2. Accident involving his person or property, or the person or property
7 of a member of the immediate family. (Advance permission not required).
- 8
- 9 3. Appearance in court as a litigant, or as a witness under official
10 order. (Advance permission required).
- 11
- 12 4. Serious illness of a member of his immediate family as defined by
13 Education Code 45194. (Advance permission not required).
- 14
- 15 5. Response to an official order from another governmental
16 jurisdiction for reasons not brought about through the connivance or
17 misconduct of the employee of such emergency nature that the presence
18 of the employee is required during his regular working hours and no
19 alternative meeting on a non duty day can be arranged. (Advance
20 permission required).
- 21
- 22 6. Settling of legal affairs and other serious personal emergencies
23 which cannot be resolved on non-working days. (Advance permission
24 required).
- 25
- 26 7. Adoption of a child. (Advance permission not required).
- 27
- 28 8. Seeing a son/daughter or parent off to military duty overseas.
29 (Advance permission required).
- 30
- 31 9. Paternity leave for new fathers. (Advance permission required).
- 32
- 33 10. Educational activity of son/daughter. (Advance permission
34 required).
- 35
- 36 11. Weddings of employee or employees immediate family. (2 days).
37 (Advance permission required).
- 38
- 39 12. Other reasons on a case by case basis. (Up 2 days approval by Site
40 Supervisor any additional days Superintendent approval required.)
- 41
- 42
- 43
- 44
- 45

1 **e. Reasons For Which Personal Necessity Leave Will Not Be**
2 **Approved.**

- 3
- 4 1. Attendance at or participation in functions or activities which are
5 primarily for the employees pleasure, amusement or personal
6 convenience.
- 7
- 8 2. The extension of holidays or vacation periods for personal
9 convenience.
- 10
- 11 3. Accompanying a spouse on a trip when such travel is not
12 otherwise authorized by these rules.
- 13
- 14 4. Seeking or engaging in a remunerative employment.
- 15
- 16 5. Engaging in a strike, demonstration, picketing, lobbying, rally,
17 march, campaign meeting or any other activities related to work stoppage
18 or political campaigning.
- 19
- 20 6. Any religious or non-school conference, convention, workshop,
21 seminary or meeting.
- 22

23 **3. BEREAVEMENT LEAVE**

24

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

29

30 **4. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

31

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

36

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

41

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

46

1 d. The Total of the unit member's temporary disability indemnity and
2 the portion of salary due him/her during his/her absence shall equal
3 his/her full salary. For any days of absence from duty as a result of the
4 same industrial accident, the unit member shall endorse to the District
5 any wage loss benefit check from the State Compensation Insurance
6 Fund.

7
8 e. If the unit member fails to endorse to the District any wage loss
9 disability, indemnity check received on account of industrial accident or
10 illness as provided above, the District shall deduct from the unit
11 member's salary warrant, the amount of such disability indemnity
12 actually paid to and retained by the unit member.

13
14 **5. JURY DUTY/WITNESS LEAVE**

15
16 a. Unit members shall be granted leave, without loss of pay, to
17 appear in court as a witness, other than as a litigant, or to respond to an
18 official order from duly authorized government agencies, or to serve as a
19 Juror. The unit member shall notify the site administrator of the
20 duty/leave as soon as possible.

21
22 b. Any compensation, less any mileage expenses, received for
23 appearance as a witness or from serving as a Juror under this section
24 shall be endorsed over to the District so that the unit member's
25 compensation for any days of absence for the above purposes shall not
26 be in excess of nor less than, his/her regular pay.

27
28 **6. CATASTROPHIC LEAVE**

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

39
40 b. The first ten (10) days of illness or disability must be covered by
41 the unit member's own sick leave, differential leave, or leave without pay.
42 The employee must request participation in the Catastrophic Leave Plan
43 within ten (10) days of exhausting their own sick leave, differential leave,
44 or leave without pay.

45

1 c. An employee who is or whose family member is suffering from a
2 catastrophic illness or injury may request donations or accrued vacation
3 or sick leave credit under the Catastrophic Leave Program.
4

5 d. An employee who is suffering from a catastrophic illness or injury
6 may request on the district form that eligible leave credits be donated for
7 his/her use as an invalid or family caretaker.
8

9 e. An employee suffering from a catastrophic illness or injury shall
10 provide verification by means of a letter, dated, and signed by the ill or
11 injured person's physician, indicating the incapacitating nature and
12 probable duration of the illness or injury. The District retains the right to
13 obtain a separate evaluation of the employee's condition by a physician of
14 its choice in the event of conflict of opinion, a third opinion from a
15 mutually selected physician will be sought.
16

17 f. The Superintendent or designee shall determine that the employee
18 is unable to work due to catastrophic illness or injury and has exhausted
19 all accrued sick leave.
20

21 g. The maximum benefit to be received by any employee for any
22 single catastrophic illness or injury is seven (7) consecutive months.
23

24 h. Any employee who receives paid leave pursuant to this program
25 shall use any leave that he/she continues to accrue on a monthly basis
26 before receiving paid leave pursuant to the Catastrophic Leave Program.
27

28 i. If a unit member is incapacitated, applications may be submitted
29 to the District by the employee's agent or member of the unit member's
30 family.
31

32 j. Employees may donate leave credits to a specific employee when
33 that employee, or a member of his/her family, suffers from a
34 catastrophic illness or injury and the employee has exhausted all
35 accrued paid leave credits.
36

37 k. Eligible leave is defined as accrued sick leave.
38

39 l. Eligible leave must be donated at a minimum of one day and a
40 maximum of two days. His/her transfer of leave is irrevocable.
41

42 m. The Superintendent or designees shall inform employees of the
43 means by which donations may be made in response to the employee's
44 request.

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

4
5 **Workers Compensation**

6
7 Leave may not be used for illness or disability which qualifies the
8 participant for Worker's Compensation benefits unless the participant
9 has exhausted all Workers' compensation leave, his/her own sick leave,
10 and provided further that the employee signs over any Workers'
11 Compensation checks for temporary benefits to the District.

12
13 **Disability**

14
15 1. When the applicant is eligible for a Disability Award or a retirement
16 under STRS or, if applicable, Social Security, the district may request the
17 application of a disability or retirement. Failure of the employee to
18 submit a complete application including medical information provided by
19 the applicant's physician, within twenty (20) calendar days may
20 disqualify him/her for further leave payments.

21
22 2. If the plan does not have sufficient days to fund a request, the
23 District is under no obligation to provide payment to the applicant.

24
25 **ARTICLE XV - VACANCIES, ASSIGNMENTS,**
26 **TRANSFER/REASSIGNMENTS**

27
28 **1. Definitions:**

29
30 a. **VACANCY-** A vacancy is any new or existing vacated/or open
31 position which the District elects to fill permanently.

32
33 b. **TRANSFER-** A transfer is defined as a change from one school site
34 to another or a change in subject area assignment in Grades 6-12 or a
35 change in grade level assignment in Grades K-8.

36
37 **2. Vacancies**

38
39 a. The Superintendent shall send to the Association President and
40 post in all school buildings a list of all vacancies which occur during the
41 school year and for the following school year upon knowledge of the
42 vacancies. The list shall contain the following:

- 43
44 1. A closing date which is at least five (5) working days following the
45 posting date.
46 2. A job description.

1
2 3. Qualifications necessary to meet the requirements of the position.

3
4 b. During leaves or summer recess, the District shall, upon written
5 request by a unit member, attempt to notify that unit member of posted
6 vacancies for which they express interest and hold or have requested a
7 credential. The unit member's request must be in writing and must
8 include a mailing address for the summer or period of leave. The written
9 notice will identify a method for immediate contact with the employee.
10 Failure to make contact will not require suspending the
11 recruitment/selection process.

12
13 c. If a unit member already has a current transfer application on file,
14 it is not necessary to make a further application in order to be
15 considered for any vacancies for which the unit member may apply.

16
17 **3. Voluntary / Involuntary Transfer/Reassignment**

18
19 **a. Voluntary Transfers**

20
21 1. Requests for transfer shall be made in writing by the teacher before
22 March 15th. Such requests shall indicate the transfer desired. Such
23 requests represent consent to transfer and may be acted upon without
24 further consultation with the teacher. As a matter of routine, identified
25 professional staff vacancies will be posted at the various schools in the
26 District and the District office, and a notice of vacancies during the
27 summer months shall be sent to the Association and interested
28 individuals who requested voluntary transfer.

29
30 2. The Superintendent, or his/her designated representative, will give
31 consideration to the preference requested but may deny transfer if, in
32 his/her opinion, it is in the best interest of the District.

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

35
36 **b. Involuntary Transfers/Assignments**

37
38 1. The District reserves the right to transfer certificated staff to meet
39 the needs of the District.

40
41 2. A teacher reassigned to a newly-formed class, or a class for which
42 advance planning and preparation was not made, after the first
43 orientation day of school year, shall be allowed three (3) duty days
44 (orientation days or teaching days) to prepare for the new assignment.

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

3
4 4. As soon as possible before the implementation of an involuntary
5 transfer, the Superintendent, or his/her designated representative, shall
6 meet with or notify the teacher being transferred to review needs and
7 reasons for such transfer.

8
9 **c. NOTICE OF INTENT TO RETURN**

10
11 1. If a unit member, without cause, fails to notify the District before
12 June 1 that he/she will remain in District service, the unit member
13 may be deemed to have declined reemployment and the unit
14 member's service may be terminated on June 30 of that year. If the
15 unit member notifies the District after June 1 of his/her intent to
16 remain in District service, the unit member may be re-assigned to a
17 position for which he/she is properly credentialed.

18
19 2. A unit member who gives notice of resignation after May 31 but before
20 June 30 shall be released from his/her contract within thirty (30)
21 days of the unit member's notice, or as soon as a replacement is hired
22 for the unit member, whichever occurs first.

23
24 **ARTICLE XVI - NEGOTIATION PROCEDURES**

25
26 **1.** No later than January 15th the Association shall submit its initial
27 proposals to the District Board of Trustees.

28
29 **2.** No later than January 15th, the District shall submit its initial
30 proposals to the Association.

31
32 **3.** The parties shall meet and negotiate in good faith on negotiable
33 items. Any agreement reached between the parties shall be reduced to
34 writing and signed by them.

35
36 **4.** Times and places for, negotiations will be mutually agreed upon.

37
38 As necessary, release time will be provided for all members of the
39 DPOLTA bargaining team that will be attending the meeting.

40
41 **5.** Within thirty (30) days of ratification of the Agreement by both
42 parties herein, the Board shall have sufficient copies prepared and
43 delivered to the Association for distribution to each unit member in the
44 District. If this service is not reimbursable by the State, the Association
45 will provide 1/2 the service.

1 **ARTICLE XVII - MAINTENANCE OF BENEFITS**

2
3 1. The Board and Association will, as of the effective date of this
4 Agreement, support the terms and conditions herein set forth.

5
6 2. This Agreement shall supersede any rules or practices of the Board
7 and the Association which are inconsistent with its terms.

8
9 3. The provisions of this Agreement, shall not be interpreted or
10 applied in a manner which is arbitrary, capricious or discriminatory.

11
12 **ARTICLE XVIII - COMPENSATION, FRINGE BENEFITS AND EARLY**
13 **RETIREMENT INCENTIVE**

14
15 **1. Compensation**

16
17 a. Each Classroom Teacher will be entitled to a fifty dollar (\$50)
18 classroom materials or supplies reimbursement annually.
19 Reimbursements requests must be submitted with appropriate receipts.

20
21 b. Any new unit member coming into the District will fall onto the
22 salary schedule based upon units above Bachelor's degree and years of
23 full time teaching experience. The new unit member will have up to
24 three (3) years from date of hire to become fully credentialed. Failure to
25 become fully credentialed within three (3) years shall result in placement
26 back to Column one (1) in the corresponding step.

27
28 **2. Fringe Benefits**

29
30 a. The District shall contribute per fiscal year for each unit member
31 up to the total dollar amount of the health benefit premium costs
32 (Totaling \$8500.00 Annually) for eligible employees and covered
33 dependents. Employees on approved unpaid leaves of absence shall be
34 eligible to continue health insurance coverage for the period of the leave
35 upon reimbursement in advance to the District of the insurance
36 premium, subject to carrier approval.

37
38 b. If the District is notified by the insurance carrier of plan cost
39 increases, the District will inform members of the increase and enter
40 discussion with the unit as to this increase before any salary deductions
41 are made.

1 **3. Early Retirement Incentive**

2
3 a. The school board may approve early retirement incentives in
4 special situations of advantage to the employee and the District under
5 the following conditions:

6
7 b. The employee must retire under the State Teachers' Retirement
8 System or the Public Employees Retirement System.

9
10 c. For eligible employees who retire between the ages of 55 and 59,
11 the District will contribute \$4800 per year as a medical insurance
12 contribution until age 65.

13
14 d. For eligible employees who retire between the ages of 60 and 64,
15 the District will contribute \$3000 per year as a medical insurance
16 contribution until age 65.

17
18 e. To be eligible for this program, unit members must have completed
19 fifteen (15) years of service; a minimum of ten (10) years of such service
20 must have been completed within the Dos Palos - Oro Loma Joint Unified
21 School District or its antecedent districts.

22
23 **ARTICLE XIX - SALARY SCHEDULE**

24
25 **1. Salary Schedule Increase**

26
27 a. The District will provide the salaries as indicated in Appendix A
28 and extra duty stipends as indicated in Appendices B, C, and D.

29
30 b. Unit members who serve other than the required number of work
31 days shall receive a salary which is not less than their per diem as
32 determined by the ratio between their salary position and the number of
33 negotiated work days. This provision does not apply to stipends.
34 Notwithstanding the above, unit members who serve for one (1) full
35 semester shall receive not less than one-half (1/2) the annual salary
36 applicable to their column and step.

37
38 **2. Salary Schedule Implementation**

39
40 a. The annual salaries set forth in this Agreement shall be paid in
41 eleven (11) equal installments for new employees, or twelve (12) equal
42 installments for returning employees, payable on the last working day of
43 each month with appropriate deductions. Returning employees may
44 select eleven (11) equal installments if they provide a signed request to
45 the payroll department prior to June 30th. Salary payments for services
46 in addition to the unit member's regular assignment shall be made not

1 later than the 15th day of the month following the payroll period in
2 which the service was performed.

3
4 b. Mandatory deductions from gross earnings are those required by
5 law, provisions of this Agreement, and include Federal and State income
6 tax and State Teachers Retirement System or Public Employees
7 Retirement System.

8
9 c. Optional deductions are those deductions the unit member may
10 elect to have taken from his/her gross earnings. Optional deductions
11 must be initiated in writing by the unit member. Such authorizations
12 shall remain in effect continuously until the District receives from the
13 unit member a written notice withdrawing the authorization for a
14 particular deduction.

15 **3. Credit for Service**

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

20
21
22 a. Courses which are deemed by a college or university to be
23 applicable to a graduate degree that were completed prior to completion of
24 and were not included in the attainment of the Bachelor's Degree, shall be
25 considered for salary placement as though they had been completed
26 subsequent to the granting of the Bachelor's Degree. Such conditions
27 must be verified through official transcripts or other suitable proof.

28
29 b. The Superintendent, at his/her discretion, may reinstate tenure
30 status earned previously in the District.

31
32 All unit **members shall advance** one (1) step on the salary schedule for
33 each year of service, except those whose placement is at the maximum
34 step for their column.

35 **4. Salary Placement and Movement**

36 Course credit for **salary placement and movement** shall be given for
37 post-graduate, upper division or graduate course work taken at four year
38 colleges, universities, or graduate schools which are accredited by a
39 regional accrediting commission or other programs approved by the
40 District with prior approval of administrators. With prior administrative
41 approval, undergraduate courses may be applied to the salary schedule
42 up to a maximum of nine (9) semester hours. Any new employees who
43 come into the District will fall onto the salary schedule based on units
44 and years of full time experience and shall have up to 3 years from date
45 of hire to obtain a preliminary or clear teaching credential. Failure to
46

1 obtain a preliminary or clear teaching credential within 3 years shall
2 result in placement on the Certificated Salary Schedule Less than
3 Preliminary or No BA Column at the closest corresponding Step.

4
5 **Semester hours (units)** as defined by the particular accredited college or
6 university will be acceptable for placement on the salary schedule.
7 Quarter hours (units) shall be converted to semester hours (units) by
8 multiplying the total of such hours (units) by two-thirds (2/3).

9
10 a. Unit members requesting reclassification from one column to
11 another must file such requests with the Superintendent no later than
12 May 1st of each year. Official transcripts verifying units of study that are
13 to apply toward such a reclassification must be filed with the
14 Superintendent no later than September 15 of the ensuing year, to be
15 paid on the next monthly pay cycle. Transcripts received after
16 September 15 will become effective the next fiscal year.

17
18 b. Of the current fifteen (15) units of professional growth education
19 required in order to advance a column on the salary schedule, every
20 certificated employee, regardless of subject area taught, would be
21 required to have completed three (3) units of literacy education. All
22 current requirements regarding approval of units shall be applied to the
23 literacy education requirement.

24 25 **7. Mileage Rate**

26
27 The District agrees to pay unit members the current IRS approved rate
28 per mile for the use of personal vehicles in the performance of work
29 assignments or other employer related business with prior approval of
30 administrators.

31 32 **ARTICLE XX - PERSONAL AND ACADEMIC FREEDOM**

33
34 **1.** It is the policy of the District that all instruction shall be fair,
35 accurate, objective and appropriate to the age, ability and maturity of the
36 student(s), and sensitive to the community needs and the needs and
37 values of our diverse cultures and heritages as adopted by the Board of
38 Trustees.

39
40 **2.** Personal and academic freedom shall be provided to all bargaining
41 unit members to the full extent of the law.

42 43 **ARTICLE XXI - MISCELLANEOUS PROVISIONS**

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

4
5 **ARTICLE XXII - SUPPORT OF AGREEMENT**

6
7 The District and the Association agree that it is to their mutual benefit to
8 encourage the resolution of differences through the meet and negotiate
9 process. Therefore, it is agreed that the Association will support this
10 agreement, for its term and will not appear before any public bodies to
11 seek change or improvement in any matter subject to the meet and
12 negotiate process except by mutual agreement of the District and the
13 Association or through remedy provided for by State law.

14 **ARTICLE XXIII - EFFECT OF AGREEMENT**

15
16 It is understood and agreed that the specific provisions contained in this
17 Agreement shall prevail over District practices and procedures and over
18 State laws to the extent permitted by State law and that in the absence of
19 specific provisions in the Agreement, such practices and procedures are
20 discretionary with the District.

21
22 **ARTICLE XXIV - CONCLUSIVENESS OF AGREEMENT**

23
24 **1.** The District and the Association agree that it is to their mutual
25 benefit to encourage the resolution of differences through the meet and
26 negotiate process.

27
28 **2.** During the term of this Agreement, and in support of the meet and
29 negotiate process, the District and Association expressly agree to meet on
30 any matter of mutual interest that arises to a level of urgency precluding
31 following Article XVI's provisions for normal submission of intents to
32 bargain.

33
34 **ARTICLE XXV - SAVINGS**

35
36 If any provision of this Agreement is contrary to law, then such provision
37 shall not be deemed valid and subsisting, except to the extent permitted
38 by law. All other provisions shall continue in full force and effect.

39
40 **Upon notification of the court decision, either party may notify the**
41 **other party within twenty (20) days of its intent to negotiate that**
42 **provision.**

43
44 **3.** Employees shall not realize a reduction in salary due to
45 implementation of this contract.

1
2
3
4
5 **ARTICLE XXVI - TERM OF AGREEMENT**
6

7 This Agreement shall remain in full force and effect up to and including
8 June 30, 2008; and thereafter shall continue in effect year-to-year until
9 changed by mutual agreement of the parties.

10
11 **Dos Palos-Oro Loma**
12 **Teachers Association**

Dos Palos Oro Loma Joint
Unified School District

13
14 _____
15 Sheila Ryskamp, DPOLTA Pres.

Dr. Brian Walker, Supt.

16
17 _____
18 George Peaden

Tim Zearly, CBO

19
20 _____
21 Kevin Kirschman

Chris Higle, Dir. I.S.

22
23 _____
24 Jeanette Ayala

Shirleen Stanley, HRM

25
26 _____
27 Wendy Willis

28
29 _____
30 Carey Demmers

31
32 Date: _____

Date: _____

33

DOS PALOS ORO LOMA JOINT UNIFIED SCHOOL DISTRICT
2005-2006 Certificated Salary Schedule

STEPS	Less than Preliminary Credential and/or Voc Ed Credential with NO BA	BA + Credential	BA+45	BA+60	BA+75 or (MA)
1	\$34,041	\$36,668	\$38,070	\$39,523	\$41,033
2	\$35,062	\$37,768	\$39,212	\$40,709	\$42,264
3	\$36,114	\$38,901	\$40,388	\$41,931	\$43,531
4	\$37,197	\$40,068	\$41,599	\$43,189	\$44,838
5	\$38,312	\$41,270	\$42,847	\$44,485	\$46,182
6	\$39,463	\$42,508	\$44,131	\$45,820	\$47,568
7		\$43,784	\$45,456	\$47,193	\$48,996
8		\$45,097	\$46,819	\$48,610	\$50,465
9		\$46,451	\$48,224	\$50,068	\$51,980
10		\$47,844	\$49,670	\$51,569	\$53,539
11		\$49,280	\$51,160	\$53,117	\$55,146
12		\$50,758	\$52,695	\$54,710	\$56,799
13		\$52,281	\$54,276	\$56,351	\$58,503
14			\$55,904	\$58,043	\$60,259
15			\$57,581	\$59,782	\$62,067
17			\$59,310	\$61,576	\$63,928
20			\$61,089	\$63,424	\$65,845
24					\$67,820

2.5% on 2005-06 schedule 4/28/06 payroll
 Effective 1/1/06 Board Approved:
 March 16, 2006

DUTY DAYS:
 New teachers duty = 188.5 days
 Returning teachers = 183.5 days

Extra Duty/Special Compensation Stipends

BCLAD
 \$1500

MASTER'S DEGREE
 \$2000

EI Authorization (add on) \$350

Resource Specialist w/Credential
 \$600

Resource Specialist w/o Credential

DUTY DAYS & SALARY COMPUTATION SCHEDULE:
 Lead Ag Teacher = 233.5 days (base salary x 2% x 10 weeks)
 Returning Assistant Ag teacher = 228.50 (base salary x 2% x 9 weeks)
 High School Librarian Returning teacher = 193.5 days (base salary x 2% x 2 weeks)

Ctanegsl