

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
OAK GROVE SCHOOL DISTRICT
AND
OAK GROVE EDUCATORS
ASSOCIATION**

2022-2025

Updated to reflect 2021-2022 Reopeners

Ratified by the Governing Board on June 16, 2022.

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ARTICLE 1: PREAMBLE AND RECOGNITION

1.1 Preamble

The Agreement is entered into November 21, 2019, between the Governing Board of the Oak Grove School District (“District”) and the Oak Grove Educators Association (“Association”), an affiliate of the California Teachers Association and the National Education Association.

1.2 Recognition

The Board recognizes the Oak Grove Educators Association as the exclusive representative of all certificated employees of the Board, excluding substitute teachers and the following management and supervisory personnel:

Superintendents
Directors
Coordinators/Program Administrators
Principals
Assistant Principals

1.3 Job Descriptions

The District will consult with the Association before instituting any changes in the bargaining unit job descriptions.

1.4 New Certificated Positions

New certificated positions that are established during the term of this Agreement will first be reviewed by the District and the Association as to their inclusion in the bargaining unit, and will then be accredited to the unit if the positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion of the positions, the dispute will be referred to the Public Employment Relations Board for a decision.

1.5 Bargaining Unit Work

The parties to this Agreement recognize that the duties and work performed exclusively by the certificated bargaining unit employees described above will be performed by unit members and will not be subcontracted or otherwise transferred out of the bargaining unit. This provision does not limit the District’s ability to contract for special education services from non-public agencies.

If no unit member can be found to fill positions that are part-time [less than twenty percent (20%)] and in which the work occurs outside of the student

day, non-unit members may be temporarily hired. These positions will maintain the same working conditions regardless of type of employee hired.

ARTICLE 2: NON-DISCRIMINATION

2.1 Equitability

All Articles and provisions of this Agreement will be applied equitably to all unit members.

2.2 Application

This Agreement will not be applied in an arbitrary, discriminatory, or capricious manner.

2.3 Description Of Rights

The District prohibits harassment and discrimination in the workplace on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or membership in OGEA or participation in OGEA organization activities.

2.4 Americans With Disabilities Act/California Fair Employment And Housing Act

The District and the Association acknowledge that the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act, and other state and federal statutes require accommodation for unit members protected under these statutes, that accommodations must be determined on an individual case by case basis, and that the District has a legal obligation to meet with the unit member to discuss accommodations. Before implementing any accommodation that violates this Agreement or modifies a District practice, the District will give the Association notice and opportunity to negotiate about matters within the scope of representation.

2.5 Accommodation Not A Past Practice

Any accommodation provided to a bargaining unit member as required by the ADA or other state and federal disability statutes will not establish a past practice nor will it be used as evidence of a past practice in grievance/arbitration procedure.

ARTICLE 3: PILOT PROGRAM PROCEDURES

The Association and the District may agree to Pilot Programs. Each Pilot Program will comply with the following:

3.1 Duration

Unless specifically defined in any Article, each Pilot Program will be in effect for no more than a one (1) year period unless the Association and the District modify existing contract language or agree to an extension of the Pilot Programs.

3.2 Past Practice

Implementation of a Pilot Program will not establish a past practice.

ARTICLE 4: WAIVER PROCEDURES

Either party can initiate a contract waiver request, but the procedure outlined below must be followed:

4.1 Submission Of Waiver

The request for a waiver will be submitted to the Association President and the District Superintendent. The President and the Superintendent will seek approval of the waiver request.

4.2 Waiver Request

A waiver request will include the specific provision of the collective bargaining agreement to be waived, the replacement language which will be in effect in place of the waived language, and verification that the unit members affected by the waiver have reached consensus on the waiver request. The site administrator will not be present when the affected unit members verify that consensus has been reached on their waiver request. Consensus is defined in Appendix B of this Agreement

4.3 Consensus

If either the Association or the District request verification of the consensus, the group of unit members will submit verification that consensus was reached. The District acknowledges that the Association will verify consensus by using the method described in Appendix B of this Agreement.

4.4 Approval Of Waiver Request

If the waiver involves an adjustment to the collective agreement, the waiver does not become effective until the waiver is approved in writing by the Association and the District Governing Board. As a general rule, the District Governing Board and the Association will decide whether to approve or deny a waiver request within thirty (30) calendar days after receiving the request.

4.5 Duration Of Replacement Language

When a waiver request is approved, replacement language will be in effect for a one (1) year pilot period. The replacement language will expire at the end of the one (1) year pilot period unless the waiver is approved for an extension. If the school site requests an extension of the waiver and the extension is approved by the District Governing Board and Association, the replacement language will remain in effect for up to a three (3) year period.

4.6 Record Of Waivers

All approved waivers will be reduced to writing and numbered for record keeping.

4.7 Past Practice

Implementation of replacement language will not establish a past practice.

ARTICLE 5: DISTRICT RIGHTS

The parties understand and agree that the District retains the right, duty, and authority to direct, manage, and control the affairs of the School District to the extent of the law, whose rights, duties, and authority are to determine its organization; to direct the work of the employees; to determine the kinds and levels of services to be provided; to establish the methods and means of providing them; to establish educational policies and goals; to determine the staffing patterns; to determine the number and kinds of personnel required; to transfer personnel; to establish budget procedures and determine budget allocations; to contract out work; to build, move, or modify facilities; and the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The District's exercise of the foregoing rights, duties, and authority will be limited only by the terms of this Agreement.

ARTICLE 6: ASSOCIATION RIGHTS

6.1 Right To Representation

The Association will have the right to represent members of the unit in employment relations with the District.

6.2 Unit Member Meetings

The Association will have the right to use institutional facilities, including equipment for meetings, scheduling such use with the principal, or the principal's designee, provided that this will not interrupt previously scheduled activities. The District may make a reasonable charge for special custodial services required or any damage in excess of normal wear.

6.2.1 Wednesdays will be recognized as Association meeting day. No Oak Grove School District meetings, other than Governing Board meetings, will be scheduled on Wednesdays except in an emergency.

6.2.1.1 Meetings that involve unit members, however, may be scheduled on Wednesdays if the administrator first notifies the Association President in writing at least a week in advance. If the Association President or designee informs the administrator that the proposed meeting conflicts with the Association meeting, then the proposed meeting will be canceled. If there is no conflict with an Association meeting or if the President does not respond, then the proposed meeting can take place. In case of emergencies, the above notification and response may take place by personal or telephonic communications followed by hard copy or fax on the day of agreement, and the time limit will be shortened to accommodate the emergency.

6.3 Use Of Facilities

Authorized Association representatives will have the right to call and conduct school site meetings to transact Association business on school property at all times, provided the instructional day has been completed and/or the meetings do not interfere with the duties and responsibilities of employees of the District and do not interfere with school site functions. Association use of a school site facility or other District facility will be scheduled through the District's facility use request process.

6.3.1 The Association will be permitted to call a meeting at the conclusion of faculty meetings for the purpose of conducting Association business.

6.3.2 The Association President or designee will follow District policies and any school site procedures for visitors when visiting a school site or District facility, and follow the provisions of this Section 6.3.

6.4 Distribution Of Information

Within fifteen (15) working days from the receipt of a written request from the Association for available public information and specific employee data pertinent to the development of collective bargaining proposals, the District will either provide the information requested, or provide a written statement of what information will be provided and when, along with a statement of the reason the District is unable to provide the information within fifteen (15) working days.

6.4.1 To the extent required by law, the District will provide the Association within ten (10) working days with copies of settlement agreements entered into between the District and unit members. In the event the relevant unit member objects to the disclosure, the District will nevertheless furnish the Association with a copy of the settlement agreements, provided that the Association confirms, in writing, that it is making its disclosure demand over the unit member's objections.

6.5 Distribution Of Materials

The District will provide the Association with a copy of current Board Policy, Administrative Regulations, and amendments as they are adopted.

6.6 Employee Information

6.6.1 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any bargaining unit employee, whether permanent, full time, part time, hired by the District.

6.6.2 The District will provide the Association with updates on the last workday of October, January and May, via a mutually agreeable format, the following information on all bargaining unit members, to the extent the District collects such information.

- i. Name;
- ii. Home Address
- iii. Job Title and grade level;

- iv. Primary worksite name;
- v. Work, home and cellular telephone number;
- vi. Work email address of the employee;
- vii. Hire date.
- viii. Seniority date
- ix. Full Time Equivalent (FTE) status.
- x. Employment status (temporary, probationary, permanent)
- xi. Type of credential

6.6.3 For newly hired employees the District will provide the Association with the information in section 6.6.2 for the newly hired employee within 30 days of the date of hire.

6.7 Right To Consult

6.7.1 Pursuant to Government Code Section 3543.2(a), the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Nothing in this Section may be construed to limit the District's right to consult on any other matter.

6.7.1.1 The Association may exercise its right to consult on any matter subject to consultation by requesting consultation.

6.7.1.2 Should the Association exercise its right to consult, both parties will meet to exchange information, options, proposals, and recommendations freely and to endeavor to reach a resolution of the matter under consideration regarding any matter subject to consultation.

6.7.1.3 The Association will have the right to make presentations and recommendations to the Governing Board prior to the Board arriving at a final determination of policy or course of action subject to consultation.

6.7.1.4 The District will have the right to make the final decision on any matter subject to consultation.

6.7.1.5 At the Association's written request to the Superintendent, any policy or action adopted contrary to the Association's recommendation will be explained in writing to the Association.

6.7.2 All of the rights and conditions of Section 6.7 of this Agreement will prevail at the site level.

6.7.2.1 If the matter under consideration at the site level is not resolved, the Superintendent will consult with the Association to endeavor to reach a resolution.

6.7.2.2 If the matter is still not resolved, the Association may exercise its rights under Section 6.7.1.3.

6.7.3 To confirm the District's and the OGEA's commitment to consult about Common Core, the parties signed a letter of agreement, attached as Appendix H and incorporated into the collective bargaining agreement.

6.7.4 As required by Education Code Section 52060(g), the District will consult with the Association in developing and annually updating a Local Control and Accountability Plan. (LCAP)

6.8 District Committees

The Association will have the right to appoint at least one (1) member to serve on District committees upon which unit members serve.

6.8.1 By the end of each September and each January, the District will provide the Association with a list of District committees.

6.8.2 When a new District committee is created on which unit members will serve, the District will notify the Association at least two (2) weeks in advance of the relevant committee's first meeting.

6.9 Board Agenda Materials

The Association President, or designee, will be sent all Board back-up materials except as precluded by law, at the same time that the material is sent to the Board. The Association President, or designee, will be recognized as the Association spokesperson on all agenda items in the manner prescribed by Board meeting procedure.

6.10 Release Time For Negotiations

The Association may designate up to six (6) members of its bargaining team for the purpose of attending bargaining sessions with the District. The District will provide release time for up to six (6) paid substitutes for any bargaining session when scheduled during a work day for bargaining unit members.

6.11 Release Time For Professional Business

6.11.1 Number Of Days

Elected officers or designated representatives of the Association, exclusive of the President, will be entitled to a collective total of thirty-seven (37) days per year of release time for professional business, excluding grievance processing and negotiations.

6.11.2 Use Of Days

Except for the President, Grievance Chair, Vice President, and Bargaining Chair, no other officer or designated Association representative may individually utilize more than five (5) of these days in one (1) school year.

6.11.3 OGEA Reimbursement

The Association will reimburse to the District the day-to-day substitute rate established by the Governing Board for each day of absence by Association representation.

6.11.4 Request For Leave

For use other than Presidential leave, the individual Association member must notify the site administrator at least five (5) days in advance of the taking of the leave. In case of emergencies, the above notification and response may take place by personal or telephonic communications followed by hard copy or fax on the same day. The Assistant Superintendent of Human Resources will attempt to resolve any conflicts between the need for Association leave and the need to be at the site.

6.12 Association President's Leave Of Absence

The District will grant up to one hundred percent (100%) of the Association President's full-time contract for a paid leave of absence to serve as the Association President. The Association will determine the percentage of the paid leave of absence and will notify the District of the requested percentage paid leave of absence no later than April 1 of the school year prior to the school year in which the paid leave of absence will be effective.

6.12.1 Replacement Costs

The Association will reimburse the District for fifty percent (50.0%) of the full cost of the President's salary and benefits.

6.12.2 Full Pay And Benefits

The Association President will receive his/her regular full pay and benefit coverage from the District.

6.12.3 STRS Contributions

The Association President's compensation during this leave will include retirement fund contributions required of the District as employer. The required employer contribution rate will be the contribution rate for additional service credit less the member contribution rate under Government Code Section 22804. The Association President will earn full service credit during the leave of absence and will pay member contributions as prescribed in Government Code Section 22804.

6.12.4 Disability Benefits

The Association President will not be eligible for disability benefits under the State Teachers' Retirement System on this leave of absence.

6.12.5 Return To Position

An Association President returning to a full-time assignment from President's Release Time will be returned to the position held prior to taking the Association President's Release Time.

6.13 Use Of Bulletin Boards, District Mail Service And Teacher Mailboxes

The Association will have the right to post notices of activities in matters of Association concern without censorship of content on the instructional bulletin board that will be provided and maintained by the Association in each school building in an area frequented by teachers. The Association will have the right to use the District mail service and teacher mailboxes for communications to teachers without censorship of content regarding matters with which the Association is involved, except where contrary to law.

6.13.1 District Email

The Association may have reasonable access to the District's email system for the purpose of communicating with OGEA unit members. Association use of the District's email must conform to all District policies and rules regarding employee use of District technology. Association use of District email will be conducted during non-instructional time.

6.13.2 The Association will annually provide the District with the names of OGEA officers and site representatives authorized to exercise the Association's rights under this Section 6.13.

6.14 Temporary Teachers

Annually, at OGEA's written request, the District will provide the Association with a list of unit members employed as temporary employees, the Education Code provision authorizing each unit member's temporary employee status, the unit member's work site and assignment, FTE, and the beginning and ending dates of the unit member's contract work period.

6.15 New Employee Orientation

6.15.1 Definition. "New employee orientation" means the onboarding process of a newly hired employee, whether in person or online, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

6.15.2 Scheduling of New Employee Orientation. The District will provide the Association with fifteen (15) calendar days' advance written notice or notice as soon as the District is aware of the date of the New Employee Orientation. The notice will include the date, time and scheduled agenda of the New Employee Orientation meeting and the period of time set aside for Association access.

6.15.3 Association Access. During the New Employee Orientation, at a time scheduled by the District to occur before the lunch recess, the OGEA President and/or designees will be provided with thirty (30) minutes to communicate regarding the Association. The Association will have the right to provide lunch, present during lunch, and distribute Association materials to newly hired employees at the Employee Orientation, immediately after the conclusion of the entire New Employee Orientation. It is the Association's responsibility to prepare and duplicate such materials and make materials available at the orientation session. The Association is entitled to invite representatives from or agents of the California Teachers Association to the orientation.

6.15.4 New Employee Orientation may also include individual (one-on-one) new hire meetings with a Human Resources representative or site administrator and/or group orientation sessions. The District will provide the Association with at least twenty-four (24) hours notice of any individual (one-on-one) new hire meeting.

- 6.15.4.1 In the event the District conducts one-on-one orientations with new employees, the Association will have fifteen (15) minutes to conduct the orientation session.
- 6.15.4.2 The orientation session will be held on District property during the workday of the employee(s).
- 6.15.4.3 During the orientation session, whether individual or group, no District manager or supervisor or non-unit employee will be present unless invited.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 A “grievance” is a claim by one or more unit members, or a claim by the Association on behalf of one or more unit members, of an alleged violation, misinterpretation or misapplication, of the provisions of this Agreement.
- 7.1.2 A “day” is any day in which the central Administrative office of the District is open for business.
- 7.1.3 A “workday” is any day in which the unit member is required to report for duty as defined in Section 14.1 and the workdays specified on the Oak Grove School District Calendar.
- 7.1.4 A “representative” will be a person chosen by the grievant(s) with the advice and consent of the Association to represent the grievant(s).
- 7.1.5 The “immediate supervisor” is the management person having immediate jurisdiction over the grievant(s).
- 7.1.6 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

7.2 Informal Level

- 7.2.1 Before filing a formal written grievance, the grievant will attempt to resolve it by scheduling an informal conference with the grievant’s immediate supervisor.

7.3 Formal Level I: Written Grievance

- 7.3.1 Within thirty (30) days of when the grievant knew of an act or omission giving rise to a grievance, the grievant must present such grievance in writing on the appropriate form (see Appendix “C-1”) or reasonable facsimile thereof to the immediate supervisor.
- 7.3.2 This statement will include (1) the section(s) of the contract grieved, (2) the circumstances of the alleged violation, (3) the remedy sought, and (4) a request for a conference if desired.
- 7.3.3 The supervisor will communicate a decision to the unit member in writing (see Appendix C-2) within fifteen (15) days after receiving the grievance.

7.3.4 If requested, a conference will be scheduled at the mutual convenience of the parties, normally at the end of the instructional day for the grievant and his/her representative.

7.4 Formal Level II: Appeal To Superintendent

7.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form (see Appendix C-3) to the Superintendent or his designee within ten (10) days after receiving it.

7.4.2 This statement should include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal.

7.4.3 The Superintendent or his designee will communicate a decision within fifteen (15) days after receiving the appeal (see Appendix C-4). Either the grievant or the Superintendent, or his designee, may request a personal conference with the other party within the above time limits.

7.4.4 If requested, a conference will be scheduled at the mutual convenience of the parties, normally at the end of the instructional day for the grievant and his/her representative.

7.5 Formal Level III: Binding Arbitration

7.5.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II, or if the time limits expire without issuance of the Superintendent's written reply, the Association, within ten (10) days, may submit the grievance to arbitration using the appropriate form (see Appendix C-5). In such cases, the parties will request a list of arbitrators from either the American Arbitration Association (AAA) or the California State Mediation and Conciliation Service (CSMCS).

7.5.2 A representative of the Association and the District's representative will select the arbitrator from the list by eliminating names until one name remains. The first option of elimination will alternate. The one remaining name will be the arbitrator. The process of striking names will occur within ten (10) days of receipt of the list by both parties.

7.5.3 Prior to proceeding to arbitration, either party may invoke a grievance mediation process. If the parties cannot mutually agree upon a facilitator/mediator they will accept one appointed by the

State Mediation and Conciliation Service. If no State Mediator is available at this point, the parties will proceed to arbitration. The facilitator/mediator will meet with the parties, and using the interest-based approach, will attempt to resolve the grievance. This process will be confidential. None of these settlement discussions, including but not limited to any offers of settlement or admissions, may be used by either party in the subsequent arbitration process. This process will be limited to a period not exceeding forty-five (45) calendar days from the date of the selection of the arbitrator as listed in Section 7.5.2.

- 7.5.4 All costs for services of the mediator, including, but not limited to, per diem expenses, and the mediator's travel and subsistence expense, will be borne equally by the District and the grievant(s). All other costs will be borne by the party incurring them.
- 7.5.5 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.
- 7.5.6 Once the arbitrator has been selected, hearings will commence at the convenience of the arbitrator. Hearings will be confined to working days. The arbitrator will conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The arbitrator's decision will be in writing and will set forth the arbitrator's finding of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of the act prohibited by law or that violates the terms of this Agreement. The arbitrator is empowered, however, to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper. The arbitrator's award will be submitted to both parties. The arbitrator's decision will be final and binding upon the parties.
- 7.5.7 The arbitrator will have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator will interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.
- 7.5.8 The arbitrator will be provided all available documents relating to the grievance. Parties in interest will be given at least two (2) school days prior notice of scheduled hearings. Parties in interest and their representative will have the right to be present at such hearings.

- 7.5.9 All costs for services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expense, and the cost of any hearing room, will be borne equally by the District and the grievant(s). All other costs will be borne by the party incurring them.
- 7.5.10 If any party requests a transcript of the proceedings, that party will bear the full costs for that transcript.
- 7.5.11 Upon mutual agreement of the District and Association, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement will accompany the request for a list of arbitrators.

7.6 Miscellaneous Provisions

- 7.6.1 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 7.6.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last working day of the school year, the time limits set forth in this Article may be extended at the grievant's or grievants' option so that the grievance procedure may be continued until the beginning of the succeeding year. Notice will be given to the Superintendent or his/her designee within the specified timeline(s) outlined in Article 7, that this option has been selected by the grievant(s). The timeline(s) will resume on the first work day of the grievant's or grievants' succeeding work year.
- 7.6.3 Time limits given in these procedures may be modified by written agreement of all parties involved.
- 7.6.4 The District and the Association agree that after a formal grievance has been filed, all proceedings will be kept as private and as confidential as possible.
- 7.6.5 A unit member may be represented at all stages of the grievance procedure up to arbitration by himself, by one unit member representative of the Association and other non-unit Association representatives. The District will provide the Association with a copy of the grievance and any proposed resolution of the grievance in a timely manner. The Association will have the right to file a

response at all stages of the grievance procedure prior to a resolution of the grievance by the District.

- 7.6.6 A decision rendered at any level will be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 7.6.7 No party in interest will take reprisals affecting employment status of any member of the unit, party in interest, any Association representatives, or any other participant in the grievance procedure by reason of such participation.
- 7.6.8 Forms for filing grievances and other related documents will be developed jointly by the Superintendent and the Association and will be available at the District Office, each school, and the Association Office.
- 7.6.9 The parties in interest agree to make available to each other all pertinent information not privileged under law or employer policies in their possession or control and that is relevant to the issues raised by the grievance.
- 7.6.10 When a grievance meeting or hearing at any level of the grievance procedure is held during the work day, the grievant(s) and the OGEA representative will be released for the duration of the meeting or hearing without loss of compensation. Any unit member who is required to appear as a witness will be released from work only that amount of time necessary to process the grievance or be a witness at an arbitration hearing without loss of compensation. The grievant will investigate and prepare for a grievance outside the instructional day or while on Association time as defined by Section 6.11.

The District will provide release time for no more than five (5) witnesses at any grievance hearing at any level of the grievance procedure unless an exception is made for additional witnesses at the District's option.

- 7.6.10.1 If additional witnesses are required or if it is necessary to investigate during the work day the situation giving rise to the grievance, or if an unusual amount of time is necessary to compile data requested by the District following discussion between the grievant, his representative, and the management person involved, the request for release time will be forwarded to the Assistant

Superintendent for Human Resources. The Assistant Superintendent for Human Resources may grant the request and provide necessary release time without loss of compensation to the grievant and/or his/her representative.

7.6.10.2 If release time is not granted as provided in Section 7.6.10.1 upon request, the grievant and/or his/her representative will be granted release time. The Association will pay for the substitute(s).

7.6.11 Time limits provided for at each level will begin the day following receipt of the grievance, grievance appeal, or written decision.

7.6.12 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 8: LEAVES

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ARTICLE 8: LEAVES

8.1 General Provisions Covering Leaves Of Absence

8.1.1 District And Unit Member Rights

The approval or denial of a leave of absence, except in cases where a leave of absence must be granted by specific provisions of law and/or this Agreement, will be construed to be a right reserved by the District and the Governing Board. The exercise of discretion by the District or the Governing Board will not constitute a grievance under the provisions of Article 7 of this Agreement, provided, however, nothing in this Section 8.1.1 will deprive a unit member the right to pursue a grievance relating to a violation of any other provisions of this leave policy.

8.1.2 Years Of Service For Salary Placement

If a unit member is on leave, whether paid or unpaid, for more than twenty-five percent (25%) of the school year, the unit member will not be entitled to a year of service for salary placement purposes as provided in Section 12.4.5 of this Agreement. Provided, however, that the term "leave" in this Section does not include paid sick leave or paid leave taken in accordance with Section 8.6, Industrial Accident and Illness Leave, of this Agreement. Both such leaves are considered days of service within the meaning of Section 12.4.5 of this Agreement.

8.1.3 Return To Work After A Leave

Unit members who are on paid or unpaid leave at the end of the school year will notify the District in writing by April 15 of their intent to return to work at the beginning of the next school year. If a unit member notifies the District as required by this Section, the District will return the unit member to the site where the unit member worked prior to the leave. A unit member may request additional leave or may request a change in the unit member's employment status in any other manner. A unit member who is on leave at the end of the school year and who fails to give the District written notification as required by this Section will not be guaranteed a return to the site where the unit member worked prior to the leave.

8.2 Sick Leave

Sick leave protects a unit member against undue financial loss in the event of illness or other circumstances for which the use of sick leave is permissible under the law. Sick leave may be used for medical and dental appointments that cannot be scheduled outside the instructional day. Sick leave, personal necessity leave, or bereavement leave will not be used to extend vacation periods, holidays, or to avoid attending staff development days.

8.2.1 Sick Leave

8.2.1.1 Full-Time Unit Members

Full-time unit members will be entitled to ten (10) days (equivalent to one (1) work day per month) with full pay for each school year for purposes of personal illness or injury.

8.2.1.2 Part-Time Unit Members

Unit members who work less than full-time will be entitled to sick leave proportionate to their FTE.

8.2.1.3 Counselors, Psychologists, And Nurses

Full-time counselors, psychologists, lead nurses, and nurses with clear credentials will be entitled to one (1) additional day of sick leave per year for their extended work year.

8.2.2 Paid Family Care Policy Leave (Labor Code § 233)

Unit members may use up to half of the sick leave accrued per year as credited under Section 8.2.1 for any of the following reasons:

8.2.2.1 Diagnosis, care, or treatment of the unit member's existing health condition or preventive care for a unit member; or

8.2.2.2 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member as defined under Labor Code section 245.5.

8.2.2.3 In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this

Section 8.2.2 as permitted under Labor Code sections 230, 230.1, and 246.5.

8.2.2.4 The provisions of Sections 8.2.5 Verification Of Illness, 8.2.7 Notice To District, 8.2.8 Increments For Use Of Sick Leave, and 8.2.9 Canceling The Substitute, apply to a unit member's use of personal illness or injury leave for Paid Family Care Leave.

8.2.2.5 This Section 8.2.2 does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

8.2.3 Accumulation Of Sick Leave

If a unit member does not utilize the full amount of leave as authorized in Sections 8.2.1.1, 8.2.1.2, and 8.2.1.3 above in any school year, the amount not utilized will be accumulated from year to year.

8.2.4 Extended Sick Leave With Differential Pay

When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent on account of the unit member's illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due the unit member will not exceed the sum that is actually paid a substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to the substitute if one had been employed. The sick leave described in Sections 8.2.1 and 8.2.3 and the five (5) month period described in Section 8.2.4 will run consecutively. A unit member will not be provided more than one five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year. The five (5) month period of "differential pay" days will not count as days of service within the meaning of Section 12.4.5 of this Agreement. If a District retiree is the substitute, the additional

amount paid to retirees as required by Section 18.2.1 will not be deducted under this Extended Sick Leave With Differential Pay Section.

8.2.4.1 In the event the substitute teacher's daily rate of pay increases during any unit member's Section 8.2.4 Extended Sick Leave With Differential Pay, the District will not increase the daily deduction from the unit member's differential pay.

8.2.5 Verification Of Illness

Upon request, a unit member may be required to submit a physician's statement or other acceptable documentation to verify illness. Whenever a unit member uses sick leave, personal necessity leave, or bereavement leave on a staff development day, the unit member may be required to submit acceptable documentation to verify the leave. A physician's statement should outline the general nature of the unit member's illness and when they may return to work.

8.2.6 Return To Work

A unit member returning to work after an illness, injury, or disability may be required to be examined by a physician and present a physician's statement substantiating that they may return to work with or without accommodation. If the District requires an examination, the District will pay for the examination.

8.2.7 Notice To District

Barring unforeseen circumstances, a unit member must contact the Human Resources Department at least two (2) hours prior to the start of the work day to permit District time to secure a substitute.

8.2.8 Increments For Use Of Sick Leave

A unit member who is absent for one-half (1/2) day or less will have deducted one-half (1/2) day from the available leave; and if the absence exceeds more than one-half (1/2) day, a full day will be deducted from available leave.

8.2.9 Canceling The Substitute

A unit member who plans to return to work the following work day must notify the school office before 3:00 p.m. the work day prior to

the return, or submit to the District absence reporting system before 6:00 a.m. to cancel the absence on the day of the return.

8.2.10 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 8.2.1 (Annual Earned Sick Leave), 8.2.3 (Accumulated Sick Leave), 8.2.4 (Extended Sick Leave With Differential Pay), and 8.10, (Catastrophic Leave), and continues to be absent on account of illness or accident, and is not medically able to resume the duties of the unit member's position, the unit member will be placed on a reemployment list as provided for under Education Code section 44978.1. Probationary unit members will be placed on the list for a period of twenty-four (24) months and permanent unit members will be placed on the list for a period of thirty-nine (39) months. When the unit member is medically able to return during the twenty-four (24) or thirty-nine (39) months, the District will assign the unit member to a position for which the unit member is credentialed and qualified.

8.2.11 Annual Statement Of Accrued Sick Leave

Annually, the District will provide a statement to the unit member indicating the amount of the unit member's accrued sick leave.

8.3 Personal Necessity Leave And Leave For Matters Of Compelling Importance

Personal necessity leaves protect unit members against undue financial loss by permitting an eligible unit member to use earned and accumulated sick leave days for personal necessity leave and/or leave for matters of compelling importance.

8.3.1 Personal Necessity Leave

Personal necessity leave may only be taken for one of the following reasons:

8.3.1.1 Death of a member of the immediate family.

8.3.1.2 Serious illness of a member of the immediate family.

8.3.1.3 Serious accident involving the property of a unit member, or serious accident involving the person or property of any member of the unit member's immediate family.

8.3.2 Matters Of Compelling Importance

A unit member may use up to eight (8) days of a unit member's accumulated sick leave each year only for the following matters of compelling personal importance. Upon request unit members will provide verification to their supervisor at least five (5) working days prior to using matters of compelling importance:

8.3.2.1 Legal

Legal proceedings or appointments with an attorney that require the unit member's presence, and that cannot be reasonably scheduled outside the instructional day.

8.3.2.2 Court

Appearance in court or before an administrative tribunal as a party. Each date of necessary attendance under such an order other than the date specified in the subpoena will be certified by the clerk or other authorized official of a body with jurisdiction.

8.3.2.3 Marriage

Marriage of the unit member including weddings of their children or step-children.

8.3.2.4 Graduation

Graduations from high school, two year community college or four year college.

8.3.2.5 Religious

Attendance at religious services and observance of religious holidays. The unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment Housing Act and Title VII of the U.S. Civil Rights Act.

8.3.2.6 Personal Importance

A unit member may use up to six (6) days of the unit member's accumulated sick leave for personal importance. A unit member will submit for approval, to the site administrator via the District absence reporting system at

least five (5) working days prior to taking any leave for personal importance.

For the purpose of this Section, “personal importance” will be defined as urgent personal business that, under the specific circumstances, a reasonable unit member would not disregard and that cannot be handled outside of the work day.

Leave for “personal importance” will not be used to avoid participation in staff development buy back days, parent conference days, or any other non-student attendance days. Unit members are discouraged from extending a holiday or vacation period by using leave for personal importance. Although a unit member is discouraged from taking leave for personal importance on days that would extend a holiday or vacation period, a unit member may use leave for personal importance by submitting, for approval, via the District absence reporting system to the site administrator at least 30 calendar days prior to taking leave for personal importance. If the unit member fails to submit the absence request at least 30 calendar days prior to the leave, the unit member is not eligible for use of personal importance leave. The unit member may take unpaid leave as described in Section 8.3.3.

8.3.2.7 Military

Required service in any branch of the United States Armed Forces.

8.3.3 Unpaid Leave For Personal Necessity And Matters Of Compelling Importance

With approval, a unit member may take up to five (5) days unpaid leave for matters of personal necessity or matters of compelling importance that are not covered under this Section 8.3. The taking of unpaid leave does not preclude the unit member from using sick leave as provided elsewhere in this Section 8.3.

8.3.4 District Absence Report

Under all circumstances, the unit member will verify on the District Absence Report that the leave was used only for purposes set forth in this Section 8.3.

8.3.5 Requesting Leave Approval

Barring unforeseen circumstances, unit members will submit a request for approval of a leave provided for in this Section 8.3 on a “Leave, Other Than Personal Sick Leave” form to their immediate supervisor not less than three (3) working days prior to the beginning date of the leave. This Section 8.3.5 will not apply to leave taken under Section 8.3.2.6.

The unit member may appeal to the Human Resources Department in the event of an immediate supervisor’s disapproval of a leave request. The Human Resources Administrator’s decision on the appeal will be rendered promptly.

8.3.6 District Inquiries

Upon a reasonable belief of an abuse, the District reserves the right to require further information from a unit member on the actual use made of the leave.

8.3.7 Definition Of Immediate Family For Personal Necessity And Matters Of Personal Importance

Members of the immediate family means mother, father, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather or grandchildren of the unit member, or of the spouse of the unit member; and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, and any person “in loco parentis” of the unit member or any relative living in the immediate household of the unit member, and persons listed on the emergency card notification form attached as Appendix E. In order to provide proper notice during emergencies, the names listed on the emergency card will be limited to four (4). The designations on the emergency card can be changed at any time during District business hours.

8.3.8 Leave Deductions

A unit member who is absent for one-half (1/2) day or less will have deducted one-half (1/2) day from the available leave; if absence exceeds more than one-half (1/2) day, a full day will be deducted from the available leave.

8.4 Parental Leave

8.4.1 Interpretation Of Parental Leave Section

This section of the collective bargaining agreement between the District and OGEA is based on Education Code Section 44977.5 and will be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and OGEA.

8.4.2 Definition Of Parental Leave

For the purposes of this section, “parental leave” means leave for reason of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.”

8.4.3 Eligibility For Parental Leave

Parental Leave described in this Section of the collective bargaining agreement will apply to unit members whose parental leave began on or after January 1, 2016.

Eligible unit members may choose to take up to twelve (12) workweeks of leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member (“parental leave”) consistent with the provisions of Education Code section 44977.5 and the California Family Rights Act (“CFRA”).

Unit members desiring to use parental leave will request the leave from the Superintendent or designee and provide notice of the dates of the requested leave. Unit members taking parental leave have the option to utilize sick leave as set forth in Sections 8.2.1 and 8.2.3 of this Article until all sick leave, including accumulated sick leave, is exhausted. Thereafter, the unit member may use Extended Sick Leave with Differential Pay as provided under Section 8.2.4 of this Article for any of the remaining portion of the 12-workweek period. If the unit member has exhausted their Extended Sick Leave with Differential Pay, the remaining portion of the 12-workweek period will be unpaid.

A request for Parental Leave will be submitted to the District at least thirty (30) calendar days, or as soon as practical, prior to the requested start date of the Parental Leave. In the event prior notice is not possible, notice will be given as soon as possible.

8.4.4 Calculation Of Parental Leave

Pursuant to California Education Code Section 44977.5, an eligible employee will only be provided one 12-workweek period for parental leave in which differential leave may be used. If the school year ends before this 12-workweek period is exhausted, the employee may take the balance of the twelve-weeks of differential pay in the subsequent school year if the employee chooses to continue their parental leave.

8.5 Bereavement Leave

- 8.5.1 A unit member is entitled to a paid leave of absence without loss of pay; not to exceed ten (10) days at the time of the death of a unit member's spouse, mother, father, son or daughter, and not to exceed five (5) days at the time of death for a unit member's step-mother, step-father, sibling, step-sibling, or any person "in loco parentis." Any unit member is entitled to a leave of absence, without loss of pay, not to exceed three (3) days at the time of the death, of any other members of the immediate family not included above. Any days of bereavement not used at the time of death may be used at the time of religious, military, or governmental services for the deceased or for legal proceedings related to the death that cannot be taken care of outside work hours, for a period not to exceed thirteen (13) months after the death.
- 8.5.2 Members of the "immediate family" will be as defined in Section 8.3.7.
- 8.5.3 A unit member will notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.
- 8.5.4 Upon request and within five (5) working days of the member's return from bereavement leave, a unit member will certify in writing, on the appropriate District form, that bereavement leave was used only for the purpose set forth in Section 8.5.1 above, and provide verification.
- 8.5.5 Without the loss of pay, a unit member will be allowed to attend the funeral of a parent of a current student, a current student, or a person directly involved in a unit member's current classroom.

8.6 Industrial Accident And Illness

- 8.6.1 Unit members will be entitled to Industrial Accident Leave according to the provision in Education Code Section 44984 for personal injury that has qualified for workers' compensation.
- 8.6.2 Industrial accident or illness leave will be allowed up to a maximum of sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 8.6.3 Allowable leave will not be accumulated from year to year.
- 8.6.4 Industrial accident or illness leave will commence on the first day of absence.
- 8.6.5 Upon expiration of the leave, the unit member will be assigned to the position the unit member left.

8.7 Judicial And Official Appearance Leave

- 8.7.1 Unit members will be entitled to a paid leave of absence for jury duty or as a witness in any court, or legal proceedings which require the unit member's presence, as a non-litigant, as mandated by a court or governmental agency and evidenced by a judicial subpoena, a governmental agency summons, or an acceptable written notification of appearance.
- 8.7.2 Any amount received for jury duty service or witness fees other than mileage, will be paid to the District or deducted from the unit member's salary.

8.8 Military And Legislative Leave Of Absence

- 8.8.1 Leaves of absence for active military service will be granted under the provisions of the Military and Veterans Code, including but not limited to Section 395.01, and any other applicable provisions of law. Except as required by law, military leaves of absence will be unpaid.
- 8.8.2 Unit members elected to the State Legislature will be granted an unpaid leave under the California Education Code Section 44801.

8.9 Extended Leaves Of Absence Without Pay

- 8.9.1 The District may, at its own discretion, grant an unpaid leave of absence for the following reasons or any other reason permitted by law:
- 8.9.1.1 The rest or restoration of health of a unit member. A statement from the unit member's physician, psychiatrist, or clinical psychologist must be submitted with the leave request.
 - 8.9.1.2 A matter of illness or hardship involving a member of the unit member's immediate family.
 - 8.9.1.3 Attendance at distinctly professional meetings or educational groups and not as a District representative.
 - 8.9.1.4 For the purpose of maternity, paternity, adoption, or child rearing.
 - 8.9.1.5 For the purpose of educational improvement and advancement in an accredited institution of higher learning as a full-time student.
 - 8.9.1.6 For campaigning for an elected office, or elected to public office (for the tenure of the elected office).
 - 8.9.1.7 Leaves for any other purpose, including employment as a CTA intern, but excluding leave for other employment opportunities. Upon their return from any such leave, however, unit members may be assigned to any opening or vacancy in the District.
- 8.9.2 Unit members taking an unpaid leave of absence will retain all previously earned salary step placement, advance increments, accumulated unused sick leave, or other employment status earned while in active service to the District.
- 8.9.3 No unit member will be entitled to any compensation or increment while on an unpaid leave of absence not otherwise covered by any other provision of this Agreement.
- 8.9.4 No days of absence taken on an unpaid leave of absence may count toward credit for probationary teachers in earning tenure status or count as days of service as provided in Section 12.4.5 of this Agreement.

- 8.9.5 Except in emergency situations, unit members must submit a request to their immediate supervisor at least thirty (30) calendar days prior to the date requested for the commencement of the leave, which will not extend beyond the school year in which the leave commences. Except in emergency situations, a request for a leave of absence beginning at the start of a school year must be submitted no later than June 1 of the preceding school year. The Governing Board, at its discretion, may extend the approved leave of absence for a maximum of one (1) additional year. Unit members who request and are granted leave extensions are not guaranteed reassignment to the same work site.
- 8.9.6 The unit member must inform the Human Resources Department, in writing, thirty (30) calendar days prior to the scheduled return date or the expiration of the leave, whichever is the earliest, whether or not the unit member intends to return to work. The District will notify the unit member prior to the notification day by mailing a notice to the last known address provided by the unit member. Failure to notify the District within the thirty (30) day period will be understood to be the unit member's notice of resignation.
- 8.9.7 Unit members on unpaid leaves of absence may elect to retain health and welfare benefits during the period of the leave, subject to the approval of the insurance carrier, provided, however, that the unit member agrees to pay the premiums monthly in advance. Failure to pay premiums in advance will result in the automatic cancellation of appropriate health and welfare benefits.
- 8.9.8 Except for leaves beyond one (1) school year (Section 8.9.5), the unit member will have the option to return to the position the unit member held prior to taking the leave.
- 8.9.9 If the District determines that an unpaid leave request will not be granted, the District will provide the unit member requesting the leave with written notice of the denial and the reasons for the denial. The unit member may appeal the Administrator's decision to the Governing Board. Should the Governing Board deny the request, the District will give the unit member written notice of the denial.

8.10 Sick Leave Bank/Catastrophic Leave

The Association and the District agree to establish the Oak Grove Educators Association Catastrophic Leave Bank.

8.10.1 Eligibility

- 8.10.1.1 Unit members who have exhausted all applicable paid leaves provided for in the collective agreement, including differential pay, may use Catastrophic Leave as provided for in this Article.
- 8.10.1.2 To qualify for Catastrophic Leave, the unit member must have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time.
- 8.10.1.3 Catastrophic Leave is not to exceed a cumulative maximum of seventy-four (74) days per individual or the maximum number of days donated pursuant to this Section, whichever is less. Catastrophic Leave will be taken in one (1) day increments.
- 8.10.1.4 Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate one (1) sick day beginning on October 1, 1996. New hires will have thirty (30) calendar days from the date of hire to elect to participate. Only those who donate may receive contributions from the Bank. Should a unit member decide to discontinue participation in the program, the unit member may not rejoin at a later date.
- 8.10.1.5 Unit members who do not join the Bank, upon first becoming eligible, must wait until the next open enrollment period (October 1) and will not be eligible to receive a contribution from the Bank during the school year.
- 8.10.1.6 Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, dependent upon need, when the bank of days drops to or below fifty (50) days. Such solicitation will be on Oak Grove Educators Association letterhead and will not be mailed at District expense. Failure to make such donation may result in cancellation of membership. Previous donations will not be returned upon cancellation of membership in the Bank. Eligibility may only be reestablished in accordance with Section 8.10.1.5.

8.10.2 Catastrophic Leave Bank Committee

A Catastrophic Leave Bank Committee will be established consisting of three (3) unit members appointed by the Association.

8.10.2.1 It will be the responsibility of the Committee to administer the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The duties of the Committee are to:

- a. receive leave requests;
- b. verify the validity of requests;
- c. approve or deny requests;
- d. communicate its decisions to affected unit members and the Superintendent; and
- e. solicit donations of sick leave from eligible unit members as needed.

8.10.2.2 The Committee will designate one of its members as Chairperson.

8.10.2.3 The District will cooperate with the Committee in establishing appropriate record-keeping procedures including the total number of accumulated days in the Bank and the names of participating members.

8.10.2.4 The Committee will keep all records confidential and will not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

8.10.2.5 A quorum of the Committee will consist of two (2) members. Approval of a request will require a majority vote of the members present at a properly convened meeting of the Committee consisting of at least a quorum.

8.10.3 Application Procedure

8.10.3.1 A bargaining unit member desiring Catastrophic Leave will submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support a need for Catastrophic Leave including

verification. The Committee will review the application and make its decision within a reasonable period of time.

8.10.3.2 When the Committee determines that the unit member is eligible for Catastrophic Leave, it will designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of sick leave are available from the Leave Bank, they may be used by the unit member. If sufficient days are not available, the Committee may solicit donations of days from eligible certificated unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.

8.10.3.3 If the Committee reasonably believes that the applicant may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant refuses to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, they will no longer be eligible for days from the Catastrophic Leave Bank for the pending application.

8.10.3.4 The applicant will comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or their eligibility to participate in the Catastrophic Leave Bank will cease. If denied benefits by STRS or Social Security, the applicant must appeal, or their eligibility to participate in the Catastrophic Leave Bank will cease.

8.10.4 Donations To Catastrophic Leave Bank

8.10.4.1 Participating unit members may donate a maximum of three (3) days of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only upon a solicitation by the Catastrophic Leave Bank Committee. Once made, a donation becomes irrevocable. All contributions will be voluntary.

8.10.4.2 All solicitations for donations to the Catastrophic Leave Bank will be made by the Catastrophic Leave Bank

Committee on the appropriate form approved by the Association and the District Human Resources Manager.

- 8.10.4.3 A bargaining unit member who has announced their resignation or retirement may donate up to three (3) days to the Catastrophic Leave Bank, provided the total number of days noted in that school year does not exceed six (6).

8.10.5 Miscellaneous Provisions

- 8.10.5.1 Unused days remaining in the Catastrophic Leave Bank will carry over from year to year.
- 8.10.5.2 Unit members using days granted to them from the Catastrophic Leave Bank will not accrue any other leave provided by this Agreement or by law.
- 8.10.5.3 The Catastrophic Leave Bank is subject to appeal to the Oak Grove Educators Association Executive Board only, and is not subject to review or appeal under any other procedure. Specifically, the exercise by the Catastrophic Leave Bank Committee of the rights and discretion described herein will not be subject to the grievance/arbitration procedure. Except for allegations that the District failed to cooperate as required by Section 8.10.2.3 or that the District failed to agree to a form as required by Sections 8.10.3.1 and 8.10.4.2, a grievance may not be filed against the District alleging a violation of the Catastrophic Leave article.

8.10.6 Family Leave Bank

8.10.6.1 Qualification For The Leave

If an immediate family member of a permanent unit member is diagnosed with a life threatening or totally incapacitating non-industrial long term illness or injury, the unit member may request donated sick leave as described in this provision. For the purpose of this Section, “immediate family members” is defined in Section 8.3.7.

8.10.6.2 Requests For Donated Leave

A unit member will submit a request for donated sick leave to the OGEA President and the District Human Resources Department. Along with the request, the unit member must submit medical verification of the need for the donated leave and of the projected length of leave.

8.10.6.3 Unit Members' Notification Of The Request

When OGEA receives the request and medical verification, OGEA will notify all unit members of the request for donated sick leave. At its option, OGEA may use internal District mail, electronic mail, or the United States mail service to notify unit members.

8.10.6.4 Donations

All sick leave donations will be made on a form provided by OGEA and will be delivered directly to the District's Human Resources Department. The unit member making the donation may elect to send a copy of the donation form to OGEA. A unit member may donate up to five days of sick leave per request.

8.10.6.5 Use Of Donated Days

The District will utilize donated sick leave in the order donations are received, exhausting all days donated by one unit member before beginning to utilize days donated by another unit member. Donated but unused sick leave days will be returned to the donor.

8.11 Other Leaves Of Absence Described In Board Policies

Eligible unit members are entitled to the following leaves of absence, subject to and defined by Board Policies and all applicable laws and regulations:

- Family Care and Medical Leave (Family Medical Leave Act/California Family Rights Act);
- Pregnancy Disability Leave;
- Leaves Required by Law, Including California Labor Code Section 230.

Prior to modifying any Board Policy that impacts OGEA bargaining unit members, the District will give OGEA notice and an opportunity to meet and negotiate regarding the District proposed modifications. The District and OGEA acknowledge, however, that in the event that state or federal legislation or court decisions require the District to modify any leave policy, the District, OGEA, and bargaining unit members must agree to comply with the law.

**ARTICLE 9: TEACHER RIGHTS TO ACADEMIC FREEDOM
AND DUE PROCESS**

9.1 Academic Freedom

Academic freedom will be guaranteed to unit members in the study, investigation, presentation, interpretation of facts and ideas, and teaching students, including issues which have economic, political, scientific, or social significance, subject to compliance with accepted standards of professional responsibility, the maturity level of the students, District curriculum/program, rules and policies, and State and Federal law. Academic freedom includes the right to maintain a classroom environment that is conducive to the free exchange and examination of ideas.

9.2 General Provisions

Unit members may be disciplined for any reason provided the District's action is for just cause.

A unit member meeting with a District administrator related to discipline of the unit member or an investigation of the unit member's conduct that could lead to discipline of the unit member may request association representation. A unit member will be informed prior to any scheduled meeting if the purpose of the meeting is for disciplinary action.

9.3 Discipline Without Progression

Nothing in this provision will prohibit the District from disciplining a unit member for just cause, up to and including suspension without pay for fifteen (15) work days, in instances where remediation is inappropriate.

9.4 Procedures – Public Charges

The District will not discipline a unit member based on parent or citizen complaint(s) unless the District has complied with Section 10.12.

9.5 Administrative Leave With Pay

The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status will remain in force pending the investigation. Such leave will not be considered disciplinary in nature.

9.6 Notice Of Suspension

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member. A copy will be provided to the Association President. The notice of suspension will contain a statement in ordinary language of the specific acts or omissions upon which the action is based, any rule or regulation alleged to have been violated, proposed penalty, and the proposed duration of suspension. The unit member will be given a copy of any written charges and materials on which the action is based and a statement of the unit member's right to respond.

9.7 Suspension Without Pay

Suspension may be without pay but will not reduce or deprive the unit member of seniority or other health and welfare benefits. The suspension will not exceed fifteen (15) work days. Suspension will not be used unless the unit member has received a written reprimand about similar actions. No unit member will be suspended more than fifteen (15) working days during a school year.

9.8 Appeal Of Suspension

If the unit member chooses to appeal the imposition of the disciplinary action, the appeal must be taken within five (5) work days from the time of notice of or imposition of the disciplinary action, whichever comes first. The appeal must be made in writing and hand delivered to the office of the Assistant Superintendent of Human Resources.

9.8.1 Upon appeal the unit member has the right to a hearing on the disciplinary action taken by the District. The hearing will be conducted by the Superintendent or designee within ten (10) work days of the receipt of the notice of appeal. A record of the hearing will be made by the District through electronic recordation, or, if mutually agreed by both parties, a court reporter's transcription will be utilized. The Superintendent or designee will provide a written decision within five (5) work days of the completion of the hearing.

9.9 Arbitration

The Association may appeal the Superintendent's decision directly to arbitration pursuant to Article 7 of this Agreement.

9.9.1 At the arbitration, documentation supporting discipline, including written reprimands, may be subject to the arbitrator's review.

9.9.2 Evidence will not be admitted at any level of this process that supports events that occurred more than four (4) years prior to the incident(s) leading to discipline; except where the evidence is submitted to prove a pattern of behavior that is similar to the incident(s) cited as the basis for discipline.

9.10 Association Presence

The Association, as the exclusive representative, has the right to be present at all conferences and hearings, regardless of any request by the unit member who is the subject of the disciplinary action.

9.11 Effect Of Pending Appeal

If an appeal is filed by the unit member or the Association related to the unit member's discipline, then all suspension actions proposed by the District will be stayed pending a final decision on the appeal.

9.12 Confidentiality

Unless mandated by law or agreed otherwise by the parties, the Notice of Discipline and its attachments as well as both the appeal to the Superintendent and the arbitration hearing will remain confidential with the individuals, unit members, and parties who are involved, and will not be released without the consent of the Association and the District.

9.13 Limitations

Nothing in the above provisions will be construed to limit the rights of the District as set forth in Article 5, except as limited by the specific and precise language of this Section.

9.14 Application

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942. The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status will remain in force pending the investigation. Such leave will not be considered disciplinary in nature.

ARTICLE 10: EVALUATION PROCEDURES

10.1 Evaluation Formats

To evaluate unit members as mandated by the Education Code, the District may use the Formal Evaluation forms attached in Appendix D, and may follow the Formal Evaluation procedure described in Sections 10.4 through 10.10. If permitted by the language of this Agreement, the District may use the Alternative Evaluation format procedures described in Section 10.9 and use the Alternative Evaluation Forms attached as D-10 and D-11. Article 10 must be followed for all unit members as applicable.

10.2 Frequency Of Evaluation

10.2.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member will be evaluated on a continuing basis. A formal evaluation will be completed each school year. Probationary and/or temporary unit members will also receive interim observations on or before December 1 and on or before February 1.

10.2.2 Permanent Unit Members

Each permanent unit member will be evaluated on a continuing basis. Permanent unit members given a rating of “Satisfactory/Meets Standards” will be formally evaluated at least once every other year. Permanent unit members given a rating of “unsatisfactory/not meeting standards” in any category on the Formal Evaluation Summary or on the Completion of Alternative Evaluation Form will be formally evaluated each school year. A unit member who has transferred to a different school or work site from the site where the unit member was based in the preceding year may be evaluated, even if the unit member was evaluated during the preceding year.

10.2.3 Permanent Unit Member Eligible For The Five Year Evaluation Cycle

Each “eligible” permanent unit member will be evaluated on a continuing basis. A formal evaluation will be completed at least every five (5) years.

For the purposes of Article 10, a permanent unit member will be “eligible” for the five (5) year evaluation cycle if the unit member meets the following criteria and the unit member and the evaluator

mutually consent to the unit member's participation in the five (5) year evaluation cycle:

- Has been employed at least ten (10) consecutive years with the District; and
- Is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- Has earned a "satisfactory/meets standards" rating on the unit member's most recent evaluation; and
- Has obtained the signed, eligibility form described in Section 10.2.3.1.

10.2.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five-year evaluation cycle, by no later than September 15 both the unit member and the site administrator/evaluator will sign the eligibility form attached to this Agreement as Appendix D-9. The signed and completed eligibility form will be placed in the unit member's District personnel file.

10.2.3.2 With mutual consent between the eligible permanent unit member and the unit member's evaluator, the unit member may participate in the Alternative Evaluation Procedure described in Section 10.9.

10.2.3.3 At any time, either the unit member or the evaluator may determine that the unit member will return to the regular evaluation cycle described in Section 10.2.2.

10.3 Areas Of Evaluation

The District will evaluate and assess certificated unit member performance as it reasonably relates to: (1) the progress of students toward the Governing Board's established standards of expected pupil achievement at each grade level in each area of study, and if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments; (2) the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities; (3) the unit member's adherence to curricular objectives; (4) the instructional techniques and strategies used by the unit member; (5) the performance of non-instructional duties and responsibilities, including supervisory, participatory, and advisory duties.

Each unit member providing instruction and/or support outside of the regular classroom will be evaluated using the appropriate observation and evaluation forms for their position in Appendix D based upon the unit member's satisfactory fulfillment of defined job responsibilities. Such unit member will meet the standards stated in Education Code Section 44662, the applicable California Standards For The Teaching Profession, or applicable professional standards. The timelines in Article 10 will apply to these unit member evaluations.

Education Code Section 44662 criteria and California Standards For The Teaching Profession ("CSTP"), together with the criteria listed in Sections 10.3.1 through 10.3.7 will constitute all the standards for the evaluation of the unit member. The references to the CSTP standards are listed parenthetically next to each criteria.

- 10.3.1. The evaluation of student progress will be based upon standards of expected student progress at each grade level in each area of study. The state adopted academic content standards are the District adopted content standards for expected student achievement. Data to facilitate such evaluations will be secured through a number of relevant procedures, which may include classroom observation forms (Appendix D-1), student work products, District assessments, criterion-referenced tests, and a unit member's anecdotal records.
- 10.3.2. The unit member's use of instruction techniques and strategies (CSTP Standards "1", "3," "4," and "5").
- 10.3.3. The unit member's adherence to curricular objectives (CSTP Standards "3," "4," and "5").
- 10.3.4. The unit member's establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities (CSTP Standard "2").
- 10.3.5 The unit member's continuous development as a professional educator (CSTP Standard "6").
- 10.3.6 Evaluation and assessment of the unit member's performance pursuant to this article will not include the use of publishers' norms established by standardized tests.
- 10.3.7 Upon request, the District will provide unit members a copy of their job description.

10.4 Notice To Unit Members

No later than October 1, of the year in which the formal or informal evaluation is to take place, the District will give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, the Governing Board's established Standards of Expected Pupil Achievement at each grade level in each area of study, any applicable state adopted academic content standards, and the identity of their evaluator. In addition, the District will give each probationary unit member participating in the District's Induction Program the name of an experienced person who will provide assistance to the probationary unit member.

10.5 Pre-Conference And Evaluation Plan

No later than October 15, the unit member being evaluated and the evaluator will meet to discuss:

- 10.5.1 The contents of the observation and evaluation forms and any areas of emphasis for growth; and
- 10.5.2 A formal evaluation plan that will offer the evaluatee an opportunity to sign-up for the first formal classroom observation. Pre-observation conferences, post observation conferences, and the final summary evaluation will be scheduled appropriately. For temporary and probationary unit members, the first formal observation will be conducted no later than December 1; and
- 10.5.3 The data to be collected by the unit member and the evaluator for use in the evaluation; and
- 10.5.4 By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 10.3: video/audio recordings, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/ students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

10.6 Classroom Observations/Post Observation Conferences

Each evaluation plan will include a minimum of two (2) formal classroom observations, and each formal classroom observation will be a minimum of thirty (30) minutes. Prior to the first two (2) formal observations, the District will give the unit member at least two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator will hold a post

observation conference. The appropriate observation form in Appendix D will be completed after each observation.

With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1) and the number of informal observations may be reduced from two (2) to one (1).

Nothing in Article 10 will prevent the primary evaluator from making informal unscheduled classroom observations in addition to the scheduled formal observations. To the extent possible, the evaluator may conduct informal observations in addition to the two required formal observations.

10.7 Formal Evaluation Summary

10.7.1 All final evaluation conferences for permanent, temporary, and probationary unit members will be completed by May 1. All final evaluation conferences for probationary 2 unit members will be completed by February 15. No later than May 10, the evaluator will transmit a copy to the unit member and the original to the Human Resources Department to be filed in the unit member's personnel file. All copies must be signed by the evaluator and the evaluatee. The appropriate Final Evaluation Summary form in Appendix D will be used.

10.7.2 If a permanent unit member is given an "Unsatisfactory/Not Meeting Standards" the District must include the following on the Certificated Performance Improvement Plan, attached as Appendix D-8:

10.7.2.1 List of duties performed in an unsatisfactory manner below District standards;

10.7.2.2 Description of improvement required, and program/people available to provide assistance;

10.7.2.3 A time period for demonstrating improvement; and

10.7.2.4 A description of methods used to measure improvement.

The unit member is responsible for demonstrating application of target behavior. Merely completing improvement activities may not demonstrate successful performance or target behavior.

10.7.3 Where the evaluatee receives an overall "unsatisfactory/not meeting standards" Formal Evaluation Summary, the evaluator will hold a conference with the evaluatee prior to the issuance of

the Formal Evaluation Summary. A unit member may only receive a marking of “unsatisfactory” on their formal evaluation summary if they have not satisfactorily completed the process delineated in Section 10.7.2.

- 10.7.4 The evaluatee will have the right to initiate a written reaction or response to the evaluation, and that response will become a permanent attachment to the evaluatee’s personnel file.

10.8 Unsatisfactory Evaluation Of Permanent Unit Member

A permanent unit member who fails to perform satisfactorily or demonstrate the target behavior required by Section 10.7.2, may be given a rating of “Unsatisfactory/Not Meeting Standards” on the Formal Evaluation Summary. If a permanent unit member is rated “Unsatisfactory/Not Meeting Standards” on the Formal Evaluation Summary, the evaluator will hold a conference with the permanent unit member prior to the issuance of the Formal Evaluation Summary. The permanent unit member will be notified of the right to have an OGEA/Association representative present at the meeting. Dismissal and/or suspension of permanent unit members will follow the standards and procedures contained in Education Code Sections 44932 through 44945.

10.9 Alternative Evaluation Procedure

10.9.1 Participation

With mutual consent between a permanent unit member and the unit member’s evaluator, the unit member may participate in the Alternative Evaluation Plan for Experienced Certificated Staff. For participating unit members, the alternative evaluation procedure will replace the traditional evaluation methods described in Sections 10.2 through 10.8.

10.9.2 Pre-Evaluation Goal Setting Conference

Each participating unit member will meet with his or her evaluator for a goal setting conference no later than October 15. During the goal setting conference, the site administrator and the unit member will complete the following activities:

- 10.9.2.1 Agree on the unit member’s goals and select an alternative evaluation option from those described in Section 10.9.4. The unit member will select an alternative evaluation option closely aligned with his or her annual goals.

- 10.9.2.2 Develop timelines for completion.
- 10.9.2.3 Review how the alternative evaluation option will enhance student learning.
- 10.9.2.4 Review options for sharing the final results of the unit member's alternative evaluation activities with other colleagues.

10.9.3 Evaluation Plan

Based upon the decisions reached at the unit member's meeting with his or her evaluator, the unit member will submit to the evaluator a written alternative evaluation plan. The unit member's written alternative evaluation plan will include timelines for the plan's completion.

10.9.4 Alternative Evaluation Options

The options for alternative evaluations are described as follows:

10.9.4.1 Individual Growth Activities

Participating unit members may evaluate their own performance through self-analysis techniques, including video-taping their own classroom lesson, portfolio assessments, writing a self-evaluation report, and reviewing student and parent feedback. Unit members may also create their own professional growth/self-analysis projects with their evaluator's mutual consent.

10.9.4.2 Cohort Team Growth Activities

Participating unit members may collaborate and evaluate each other's performance through Cohort Team Growth Activities. These activities may include cognitive coaching, peer review of a video-tape of the unit member's lesson plan, peer classroom visitations, and collaborative teaching and presentations to staff. Unit members may also create their own team projects with their evaluator's consent.

10.9.4.3 Educational Research

Participating unit members may develop a research question involving an instructional strategy or learning theory. Unit members will present to their evaluator a research proposal, including the project design and methods for collecting and evaluating data, and a timeline for the project's completion. This research project may be completed in conjunction with graduate course work or a mentor project.

10.9.5 Timelines

Each participating permanent unit member and site administrator will comply with the timeline established by Article 10 and the dates specified in Section 10.4, Section 10.5, and Section 10.7.1.

10.9.6 Post-Evaluation Conference

Before May 10, the unit member and evaluator will meet to review the progress of the unit member's selected alternative evaluation activities. Both the unit member and the evaluator will provide a written response concerning the unit member's progress. Upon satisfactory completion of the selected alternative evaluation activities, the evaluator will place in the unit member's personnel file a form indicating that the unit member has completed the alternative evaluation plan and has or has not met District's performance standards (Appendix D-11, Completion of Alternative Evaluation Form).

10.9.7 Return To The Traditional Evaluation

If the unit member's evaluator determines that the unit member's participation in the alternative evaluation plan has detracted from the unit member's instructional and professional performance, the evaluator may reassign the unit member during the year to the traditional evaluation process as outlined in Article 10. The evaluator will specify in writing to the unit member the reasons for the evaluation reassignment.

10.9.8 Alternative Evaluation Forms

Site administrators and participating permanent unit members will use the Alternative Evaluation Forms.

10.10 Evaluation Forms

The traditional evaluation forms referred to in Sections 10.1 through 10.9 of this Article are attached in Appendix D.

The Alternative Evaluation Forms referred to in Section 10.9 are attached as Appendices D-10 and D-11.

10.11 Personnel Files

10.11.1 Materials in unit members' personnel files, both District and school files, are to be made available for the inspection of the unit member involved, except items that are excluded by the Education Code.

10.11.2 Every unit member will have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.

10.11.3 Information of a derogatory nature, except as provided by law, will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment on the information. A unit member will have the right to enter, and have attached to any such derogatory statement, the unit member's own comments on the information. The unit member's review of the information will take place during normal business hours.

10.12 Complaint Procedure

The District will neither discipline a unit member based on parent or citizen complaint(s) nor place in the unit member's personnel file any evaluation, memorandum summarizing a verbal warning, a written warning, or a letter of reprimand based on parent or citizen complaint(s) unless the District has complied with the following procedures:

10.12.1 Notice Of Complaint

The District will report the complaint to the unit member as soon as possible and no later than five (5) working days after the District learns about the complaint.

10.12.2 Right To Representation

The District will inform the unit members of their right to be represented by the Association at any meeting regarding a parent or citizen complaint.

10.12.3 Right To Attach Comments

The unit member has the right to attach written and signed comments to any written complaint filed.

10.12.4 Confrontation Limitations

A unit member will not be required to confront the complainant, the complainant's therapist, or the complainant's attorney. An alleged sexual harassment victim will not be required to confront the alleged harasser.

10.12.5 Discrimination And Criminal Complaints

Complaints alleging violation of state and/or federal law will be investigated as mandated by law.

10.12.6 Confidentiality

This complaint procedure does not supersede a complainant's or a unit member's right to privacy and confidentiality defined in state or federal law.

10.12.7 Informal Level

Unless a formal investigation is mandated by state or federal law, the District (the site administrator) may attempt to informally resolve the complaint. The District may discuss the complaint with the unit member and research policies, laws, collective bargaining agreement provisions, and relevant facts. If the complaint does *not* allege criminal violations and/or violation of state or federal statutes, the District or the site administrator may schedule a conflict resolution meeting between the unit member and the complainant. If the complainant accepts any proposed resolution of the complaint, the District or the site administrator will confirm the resolution in writing and send copies of the written confirmation to the complainant and the unit member. If the complainant does not agree to the District's proposed resolution, the District or the site administrator will give the complainant a copy of the District's appropriate complaint procedure and form.

10.12.8 Formal Level

If a formal investigation is mandated or the complaint is not resolved at the informal level, the complaint will be processed according to District Complaint Policies and state/federal laws. The

District may appoint an investigator(s) to investigate the complaint. The investigator will interview the complainant to determine the accuracy of the complaint and the credibility of the complainant. In addition, the investigator will interview witnesses, review records and documents, and give the unit member an opportunity to respond to the complaint. The investigation will comply with District policy and Administrative Regulations.

**ARTICLE 11: TRANSFER, ASSIGNMENT, REASSIGNMENT
AND EXCHANGES**

11.1 Definitions

11.1.1 Initial Assignment

An assignment is the placement of a bargaining unit member at a specific site. The initial assignment of a unit member is at the District's sole discretion.

11.1.2 Change Of Assignment

A change of assignment is any change in position at the same job site. For purposes of this Article, "position" refers to the assigned grade level, subject, or specialized duties such as but not limited to RSP, Speech, Counselor, ELD, and VPA. Change of assignment may be voluntary (i.e., requested) or involuntary.

11.1.3 Transfer

A transfer is a change in work site. Transfers may be voluntary or involuntary. A unit member assigned to more than one (1) work site will be considered "transferred" only when moved from one (1) District-wide program to another program.

11.1.4 Vacancy

A vacancy is any bargaining unit position that the District is authorized and/or intends to fill.

11.1.5 Seniority

Seniority is based upon a bargaining unit member's first date of paid probationary service with the District. For purposes of this article only, seniority for those individuals with the same date of hire will be determined by lot. This tie-breaking provision will not apply to seniority for purposes of layoff.

11.1.6 Qualified

For purposes of this article, qualified means the unit member holds an appropriate current, valid credential endorsement or authorization as required by state and/or federal law.

11.2 Priority Assignments, Change Of Assignments And Transfers

The District has the authority to change assignments, and transfer on a first priority basis any unit member who returns from a leave of more than one (1) year or is recalled from layoff. The District also has the authority to change assignments, or transfer any unit member as required by any legal process or the settlement of any legal process, including grievances filed pursuant to Article 7, subject to the provision of Section 8.9.8.

11.3 Voluntary Change Of Assignments

11.3.1 Seniority Is Not The Controlling Factor

For the purpose of voluntary change of assignment to a vacant position, the seniority of volunteers will not be the controlling factor in determining which volunteer obtains their desired assignment.

11.3.2 Anticipated Vacancies

On or before April 15, a list of anticipated vacancies will be provided at each site or other digital platform used by the District for job postings. To be considered for any vacancy, requests for a change of assignment must be given to the site administrator on or before April 7.

11.3.3 Notice That Request Is Approved Or Denied

On or before May 10, those individuals who submitted requests for a change of assignment will be advised as to whether or not their requests will be granted. The site administrator will decide whose request will be granted. If requested by the affected unit member, the site administrator, will provide in writing or electronic communication, the reasons for the denial of the change of assignment request.

11.3.4 Priority For Two Or More Years

Priority will be given to a change of assignment request for bargaining unit members who have served two (2) or more years in the same assignment.

11.3.5 Vacancies After May 10

Vacancies that occur subsequent to May 10, but before commencement of the first teacher workday, will also be filled in accordance with Sections 11.4.1, 11.4.2, and 11.4.4 of this

Agreement. Unit members interested in a change of assignment will provide the site administrator/supervisor with an address and a local telephone number for purposes of notification of vacancies that occur during the summer.

11.4 Voluntary Transfers

Bargaining unit members may request a voluntary transfer for the next school year by filing a Transfer Request Form with the Human Resources Office by February 1, as described below. Although limited opportunities exist after February 1, voluntary transfer requests will be accepted until the last day of the current school year. The District will acknowledge in writing the receipt of a transfer request.

11.4.1 Transfer Opportunities

Annually, by March 1, the District will electronically post on the Human Resources web page or other digital platform used by the District for job postings of classroom teacher vacancies known to the District at that time. This list will be updated through the end of the school year as changes are known. The posting will include the school site and, the department for intermediate school vacancies.

11.4.2 Transfer Request Form

The Transfer Request form will include choice of school, grade, or subject requested.

11.4.3 Opening Of One Year Or Less

Certificated openings of one (1) year or less will not be available for voluntary transfer.

11.4.4 Limitation On Voluntary Transfers

An individual may only be voluntarily transferred to one of the specific choices requested. In the event no specific grade, subject, or school site is requested, the individual may be transferred according to the District's needs.

11.4.5 Review Of Transfer Requests

The administration, including affected site administrators, will review all transfer requests and will judge and implement those

transfers according to the District's needs and the appropriateness of the request.

11.4.6 Consultation – Unit Member/District/Site Administrator

If a unit member has submitted a transfer request and the District has a vacancy for which the permanent (tenured) unit member is qualified, prior to filling the vacancy, priority consideration will be given to the unit member. The District will discuss the vacancy with the unit member. If appropriate, the District will refer the unit member to the site administrator for continued discussion about the vacancy. Either the unit member or the site administrator may reject the proposed transfer. At the unit member's request to the Assistant Superintendent for Human Resources, a District representative will meet with the unit member to discuss the reasons a transfer was not approved.

11.5 Involuntary Change Of Assignments

In the event that the site administrator is unable to affect changes of assignments through the voluntary change of assignment procedure described in Section 11.4, the site administrator may involuntarily change the assignment of unit members. At the request of the affected unit member, the site administrator will give the unit member the reasons for the change of assignment in writing. Before any involuntary change of assignment is implemented, the affected unit member will be consulted and the change of assignment will be reviewed by the Assistant Superintendent for Human Resources.

11.5.1 Basis For Site Administrator Initiated (Involuntary Change In Assignment)

Changes in assignment within a school after the initial assignments have been posted may be made by the site administrator based on the instructional needs of the school and students. For purposes of this Article, "instructional needs" are limited to the following.

11.5.1.1 Changes in enrollment that necessitate a reduction in the number of classes offered at a particular grade level or any subject area.

11.5.1.2 School reorganization limited to the following conditions:

- Intermediate schools changed to middle schools; and

- Elementary changed to TK-3 or 4-6 schools.

11.5.1.3 Federal or state legal requirements.

11.5.1.4 Unit Member Performance

The District will bear the burden of proof (a) to show that the affected unit member has not demonstrated effective classroom discipline/classroom control in their current assignment, or (b) to show that the affected unit member has not demonstrated the skills needed to perform effectively in their assignment. Before such a change of assignment can be implemented the supervisor will make a reasonable effort to assist the member in demonstrating appropriate classroom discipline/control or to perform effectively in their assignment. The assistance rendered will be documented.

11.5.2 Volunteers

Involuntary changes of assignments will be limited to vacancies unless another unit member volunteers to vacate the position to which the relevant site administrator seeks to reassign a unit member.

11.5.3 Meeting

When an involuntary change of assignment has occurred, the site administrator, upon the unit member's request, will meet with the unit member to discuss the basis for their decision.

11.5.4 Arbitrary/Punitive

Decisions concerning involuntary changes of assignments will not be arbitrary or capricious, or for purposes of punishment.

11.6 Involuntary Transfers

11.6.1 Basis For District Initiated/Involuntary Transfers

The Superintendent or designee may initiate a transfer because of any of the following reasons: enrollment changes; school reorganization; school openings and closings; staffing shortages or surpluses within a school and/or department; credentialing requirements; under unusual circumstances, professional considerations(s) of unit members; and/or to comply with federal

and/or state law. The District will not initiate an involuntary transfer for arbitrary, capricious, or discriminatory reasons.

11.6.2 Transfer Of Least Senior

In the case of involuntary transfers pursuant to Section 11.6.1, the least senior unit member will be transferred unless the District needs to retain the least senior unit member for, bilingual education, ELD, special education, or need for particular subject matter skills at the intermediate school level, and in that case the next least senior person will be transferred, and so on. (See Education Code Section 44830.5.)

11.6.3 Punitive

Involuntary transfers will not be punitive.

11.6.4 Preferences And Priorities

Bargaining unit members involuntarily transferred will be given an opportunity to indicate a preference for vacancies, and will be given priority over voluntary transfers.

11.6.5 Two Years At New Site

Unit members who are involuntarily transferred may remain at their new work site for at least two (2) consecutive school years unless a voluntary transfer is requested or the work site is closed or changed.

11.6.6 Opening Prior To October

If a vacancy occurs prior to the first day of October of the year in which the involuntary transfer took place at a bargaining unit member's original work site, the bargaining unit member will be given the option of returning to the original work site.

11.7 Reassignment Due To Layoff

11.7.1 Definition

For purposes of this Article, "reassignment" will be defined as a change to a different program and/or a movement from one (1) work site to another as a result of layoff pursuant to Education Code Section 44955, and which may be necessary to ensure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer or change in

program assignment that does not result from the District's obligation to reassign pursuant to Education Code Section 44955.

11.7.2 Written Notice

Any unit member scheduled to be reassigned will be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment and, in addition, upon request, will be entitled to a conference with the site administrator and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

11.8 Miscellaneous

11.8.1 Return From Leave Of Absence

As long as a unit member returning from a leave of one (1) year or less notifies the District in writing no later than April 15 of the unit member's intent to return to work at the beginning of the next school year, the unit member will have the option, but will not be compelled to return to the site where the unit member was assigned prior to the leave. A unit member who fails to notify the District as required by this Section will not be guaranteed a return to the site where assigned held prior to the leave.

11.8.2 Return From Shared Assignments

Except as provided in Section 19.8, the District may assign a unit member returning to a full-time assignment from a shared assignment leave of two years or more to any open position or vacancy.

11.8.3 Special Education Transfers

Unit members who have been continuously employed in the District as Special Education teachers for four (4) or more years and who have not been passed over during layoffs, will have the first right of refusal for existing vacancies for which they are appropriately credentialed. Prior to January 1 of the school year immediately preceding the year during which the transfer will take effect, the unit member must give the Assistant Superintendent for Human Resources written notice of the unit member's interest in transferring.

11.8.4 Resignations

If a unit member intends to resign or will not be available to work for the following school year, the Association and the District encourage the unit member to submit a written resignation or notify the District in writing as early as possible and by June 1. An early resignation or a written notice may create a vacancy and may give another unit member the opportunity to transfer or change assignment.

ARTICLE 12: COMPENSATION

12.1 Salary Schedule

The District salary schedules for OGEA members consist of the following salary schedules:

- Teachers (Appendix A-1)
- Speech and Language Pathologists (Appendix A-2)
- Nurses (Appendices A-3 and A-4)
- Psychologists (Appendix A-5)
- Counselors (Appendix A-6)

2022-2023 School Year

Effective for the 2022-2023 school year, the District will increase the salary schedules by four percent (4%).

2023-2024 School Year

Effective for the 2023-2024 school year, the District will increase the salary schedules by four percent (4%).

2024-2025 School Year

Effective for the 2024-2025 school year, the District will increase the salary schedules by five percent (5%).

Effective for the 2024-2025 school year, the District will modify the salary schedule as described in Section 12.1.1.2 to remove two columns.

The salary schedules for OGEA unit members will be attached to this Agreement as Appendix A-1 to A-6.

12.1.1 Professional Growth and Experience

The Certificated Salary Schedule of the Oak Grove School District is based upon college semester units or their equivalent, and years of experience.

12.1.1.1 Professional Growth

There are five (5) columns based on professional growth:

Class I Bachelor’s Degree

Class II Bachelor’s Degree plus 15 semester units.

- Class III Bachelor's Degree plus 30 semester units.
- Class IV Bachelor's Degree plus 45 semester units.
- Class V Bachelor's Degree plus 60 semester units.

12.1.1.2 Professional Growth (2024-2025 and after)

Commencing with the 2024-2025 school year, there are three (3) columns based on professional growth:

- Class I Bachelor's Degree plus 30 semester units.
- Class II Bachelor's Degree plus 45 semester units.
- Class III Bachelor's Degree plus 60 semester units.

12.1.1.3 Experience

The salary schedule provides steps for experience:

- Class I Maximum of Seven (7) years experience.
- Class II Maximum of Eight (8) years experience.
- Class III Maximum of Nine (9) years experience.
- Class IV Maximum of Ten (10) years experience.
- Class V Maximum of Twelve (12) years experience.

12.1.1.4 Longevity Increment

The salary schedule provides for three (3) longevity increases at Class V, Step 16 and Class V, Step 19, and Class V, Step 22. The stipend for longevity increments is an amount equal to five percent (5%) of the preceding salary step. The employee's initial salary step placement will be applied toward the employee's eligibility for longevity increments.

12.1.1.5 Master's Degree Or Doctorate Stipend

An annual stipend will be paid to unit members holding an earned Masters degree (M.A.) or Doctorate (Ph.D. or Ed.D.) from an accredited institution. Honorary degrees and/or degrees from schools not accredited by the American Association of Universities will not qualify for this annual stipend. This annual stipend will be

the amount equal to 5.65% of Step 1, Class I of the teachers' salary schedule.

If the unit member submits transcripts and/or a diploma verifying the Masters or Doctorate degree no later than October 10 of the school year, the stipend will be paid for the entire school year. If the unit member submits transcripts and/or a diploma verifying the Masters or Doctorate degree no later than March 10 of the school year, the stipend will be prorated for the second half of the school year beginning February 1.

This annual stipend will be prorated for unit members employed for less than the complete school year.

The stipend described in this Section will be incorporated into the unit member's compensation reported to STRS.

Unit members who are not full-time employees will receive a prorated amount based upon the ratio their assigned duties bears to a full-time assignment.

12.1.5 Serving Less Than A Full School Year

A person in a position requiring certification qualifications who serves less than a full school year will receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of days served bears to the total number of working days the employee is required by the governing board to be present at the schools of the District. Notwithstanding any provisions of this Section to the contrary, a person in a position requiring certification qualifications who serves a complete semester will receive not less than one-half (1/2) of the established annual salary for the position.

12.2 Initial Placement On Salary Schedule

The District will initially place a unit member on the salary schedule on the basis of training and experience. Except as described in Section 12.2.1, units of college credit a unit member completed prior to earning a B.A. or B.S. degree will not be recognized for placement on the Salary Schedule. Within thirty (30) days of employment, a unit member new to the District will submit their official transcripts, records, and documented evidence of teaching experience and military service to the District Human Resources Office.

12.2.1 Units Earned In Imbedded State University Programs

Effective January 1, 2009, if a unit member received a B.A./B.S. in a state university program that contains the traditional “fifth year” credential courses imbedded within the B.A./B.S. program, the unit member will be given credit for those units that meet the California State Teaching Credential requirements.

This Section 12.2.1 was negotiated pursuant to Government Code Section 3543.2(d) and 3543.2(e). The Association agrees to waive any right to a claim under Education Code Section 45028 and further agrees not to support any claim, grievance, or complaint based upon an alleged violation of Education Code Section 45028.

12.2.2 Units Earned After B.A.

All college course work completed at regionally accredited two (2) or four (4) year institutions earned after receiving the Bachelor’s Degree and directly applicable to the unit member’s prior assignments, or related to courses taught in the Oak Grove School District, will be utilized in calculating placement on the salary schedule.

12.2.3 Prior Experience

Unit members will receive credit for out-of-District experience in public schools, accredited private schools, or in private or public institutions and/or schools.

Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor’s Degree from an accredited institution and possesses or was eligible to receive a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

12.2.4 Experience In Private Or Public Institutions

Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor’s Degree from an accredited institution and possesses or was eligible to receive a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

12.2.5 Out-Of-District Experience

Out-of-District experience must have been on a full-time basis for the equivalent of a school year. Credit for out-of-District experience on a year-for-year basis will be given according to the following chart:

The following chart summarizes this rule:

<u>Years of Experience</u>	<u>Placement on Schedule</u>
0 year	Step 1
1 year	Step 2
2 years	Step 3
3 years	Step 4
4 years	Step 5
5 years	Step 6
6 years	Step 7
7 years	Step 8
8 years	Step 9
9 years	Step 10
10 years	Step 11
11 years	Step 12
12 years	Step 13
13 years	Step 14
14 years	Step 15
15 years	Step 16
16 years	Step 17
17 years	Step 18

12.2.6 Nursing Experience And Compensation

Public school nursing or up to two (2) years of public health nursing will be deemed as acceptable professional experience for school nurses in determining their placements on the certificated salary schedule. When a nurse earns the clear credential authorization described by Education Code Section 44877, the nurse will work two hundred two (202) days and be placed on the District Nurse Salary Schedule (Appendix A4). In addition, the District may appoint one (1) Lead Nurse. The Lead Nurse will work two hundred two (202) days and will be placed on the Lead Nurse Salary Schedule (Appendix A3).

12.2.7 Records Of Training

All experience and training must be on file in the District before warrants are issued.

12.3 Certificated Employees Reemployed By The District

If a permanent unit member resigns from the District and is reemployed by the District within thirty-nine (39) months after the last day of paid service, the permanent unit member will be reinstated and the District will, for salary schedule purposes, disregard this break in service.

12.4 Advancement On The Salary Schedule

12.4.1 Duration Of Classification

A unit member may advance on the salary schedule by following the procedures described in Sections 12.4.2, 12.4.3, and 12.4.4 and submitting the required information no later than October 10 of the school year. No unit member may advance on the salary schedule by obtaining additional course work after October 10 of each school year. After October 10, an employee's salary placement will not be changed except as provided in this Section.

12.4.2 Verification Of Course Work

Verification of satisfactory completion of course work taken to change salary classification must be filed in the Human Resources no later than October 10. The following means of verification will be accepted: (1) grade card; or (2) official transcript. All such course work must meet the requirements of Section 12.2.1 of this Agreement.

12.4.3 Basis Of Classification

The salary classification will be based on college work completed and grade cards or transcripts filed with the Human Resources Department by October 10 of the year in which the contract is signed or the effective date of the contract if signed after October 10. Only credit that is in compliance with these rules and regulations will be granted.

12.4.3.1 On the salary schedule the school nurses will be credited with one (1) semester unit for every fifteen (15) contract hours of approved course instruction needed for their license renewal following the procedure established for District professional growth credit.

12.4.4 Recognition Of College Units

Advancement to classification columns depends upon completion of units recognized by any California State University or the University of California or approval of the Superintendent of this District or Superintendent's designee. Certificated salary schedule requirements for Classes II, III, IV, and V must be completed after the granting of a Baccalaureate Degree.

12.4.5 Salary Schedule For Partial Year

In a career a unit member may receive only one (1) full year of credit on the salary schedule for one-half (1/2) year (at least one semester) of service. The term "one-half (1/2) year" means the number of days of service equal to the number of the days in the shortest semester of the relevant school year. In order to receive credit for any other partial years of service, the unit member must serve at least seventy-five percent (75%) or more of a regular full-time assignment. Unit members who are not in a regular full-time assignment but fifty percent (50%) or more, will accumulate one year of credit toward advancement on the salary schedule for every two (2) years of employment in such a part-time assignment provided that the above-referenced seventy-five percent (75%) service requirement is also met. A day of service is any day in which the unit member is physically present at his assignment or on paid sick leave or paid leave taken pursuant to Section 8.6.

12.5 Supplemental Pay

12.5.1 Coach Stipend For After School Sports

Unit members may apply for and be selected for assignments in the after school sports program. The District will pay an annual stipend of \$1,500 per coaching stipend to each fully credentialed unit member assigned to coach in the after school sports program in addition to the unit member's full-time assignment. Whenever possible, the District will offer bargaining unit members vacant coaching positions in the after school sports program before employing non-bargaining unit walk-on coaches.

12.5.2 Intermediate School Athletic Director

The District will pay an annual stipend of \$3,000 to a unit member performing the duties of an Intermediate School Athletic Director as described in Appendix L.

12.5.3 Home-Hospital Teachers

The regular classroom teacher of a student needing home-hospital teaching will have the first right of refusal for the home teaching assignment. The District will pay home-hospital teachers at the rate described in Section 12.5.4.1, Student Extended Day Instructional Programs. The District will reimburse home-hospital teachers for vehicle use as described in Section 13.10.

12.5.4 Extended Duty Pay

12.5.4.1 Student Extended Day Instructional Programs

The District will compensate unit members at the hourly rate of fifty-five (\$55) dollars per hour for instructing students in core instructional programs outside the regular student school day or instructing staff in best practices outside the unit members' work day. For the purpose of this Section, the word "student" will include Pre-Kindergarten students, TK-8 students, and adult students.

12.5.4.2 Extended, Non-Instructional Extra Duties

The District will pay a unit member forty-five (\$45) dollars per hour for extended, non-instructional extra

duties performed beyond their regular unit member duties.

12.5.4.3 District Induction Program

Unit members may apply for and be selected for assignments as mentors in the District Induction Program. The District will pay an annual stipend of \$1,500 to each unit member assigned to mentor one employee in the Program and \$1,900 for each unit member assigned to mentor two or more employees.

12.5.5 Stipend For Intermediate School Band Teacher

The District will pay an Intermediate School Band Teacher a stipend of \$2,500 for the implementation of an After School 6th Grade Band Program consisting of participant recruitment, twice weekly after school practice sessions and a culminating April/May evening concert. The After School 6th Grade Band Program will commence in October of the school year and culminate after the April/May concert event.

In addition, the District will pay an Intermediate School Band Teacher a stipend of \$1,000 for the implementation of all extracurricular band functions which will include weekend band competitions, travel, and school evening band events.

12.5.6 School Modernization, Construction, Maintenance, And/Or Carpet Replacement

The District will pay each eligible unit member one of the stipends described in this Section for time the unit member is required to pack and unpack classroom supplies, books, and equipment in preparation for a school modernization, construction, maintenance, and/or preparation for carpet replacement.

12.5.6.1 No unit member will be compensated, however, for packing prior to the summer shutdown and/or unpacking/preparing the unit member's classroom/work space prior to the start of school in August/September.

12.5.6.2 To be eligible for one of the stipends described in this Section, a unit member must perform substantially all the duties in a category, must complete and sign the District form verifying the performance of the duties, and must submit the signed form to

the site administrator. The site administrator will validate the performance and submit the form to the Associate Superintendent for Business Services.

Description Of Unit Member's Duties	Stipend
<p>Temporarily Vacating Room: Unit member prepares to vacate classroom/work space on a temporary basis. Unit member packs and labels all books/materials/computers/equipment, removes all books / materials/ computers / equipment from built-in cabinets and closets. Unit member removes all items from the walls and prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Unit member unpacks and prepares classroom after the work is completed.</p>	<p>\$400.00</p>
<p>Preparation For Carpet Replacement: Unit member packs and labels all books, equipment and/or materials <i>unless</i> the items are stored in stationary, built-in cabinets or enclosed cabinets moveable with a furniture dolly. Unit member removes all items from the walls and prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Unit member unpacks and prepares the classroom after the work is completed.</p>	<p>\$200.00</p>
<p>Removing Personal Items: Unit member removes all personal items from the work site and removes all items posted on the walls. Unit member prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Materials, books and equipment are packed/stacked by District classified employees</p>	<p>No Stipend</p>
<p>Sorting/Organizing: Unit member spends time sorting and reorganizing the unit member's instructional materials and/or personal materials.</p>	<p>No Stipend</p>

12.5.7 Substituting During Preparation Periods

12.5.7.1 At the request of the site administrator, any unit member assigned to an intermediate school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The site administrator will equitably distribute the substitute opportunities.

12.5.7.2 Volunteering unit members will be compensated for substitute teaching during their prep period at the rate of pay established in Section 12.5.4.1 of this Agreement. The unit member will submit a timecard to the site administrator who will process it.

12.5.8 Compensation For Peer Assistance And Support Program

12.5.8.1 Joint Panel Members

Article 20 defines Joint Panel members. For each hour a member of the Joint Panel participates in the Joint Panel meetings described in Article 20, the District will pay the unit member at the hourly rate set forth in Section 12.5.4.2.

12.5.8.2 Consulting Teachers

Article 20 defines a "Consulting Teacher" and defines the Consulting Teacher's duties.

For each school year a unit member is selected and assigned by the Peer Review Joint Panel, the unit member must complete a collaborative log for each work session the unit members facilitates with a Participating Teacher. Collaborative logs will be turned in to the Human Resources Department; however, no more than two logs may be turned in per week. The District will pay the unit member the hourly rate described in Section 12.5.4.2 for each log submitted in compliance with this section.

Instead of selecting a bargaining unit member as a Consulting Teacher, the Joint Panel may recommend that the Assistant Superintendent – Human Resources, employ a retired teacher to perform the Consulting Teacher duties described in Article 20.

12.5.9 Faculty Associate Stipend

For performing the posted duties, Faculty Associates will be paid an annual stipend of two thousand dollars (\$2,000). This annual stipend will be incorporated into the unit member's annual compensation reported to STRS and will be prorated for a unit member working less than full time.

12.5.10 Compensation For Bus Supervision

As described in Section 14.3, the Site Administrator may assign unit members to bus supervision. The District will compensate the unit member at the rate specified in Section 12.5.4.2 for any time in excess of a unit member's assigned duties. Fifteen (15) or more minutes will be recorded on the time card as one (1) hour, thirty (30) or more minutes will be recorded on the time card as one and one-half (1 1/2) hours.

12.5.11 Uniform Stipends For District Established Meetings And Trainings

Unit members may volunteer to participate in District established meetings and/or trainings scheduled outside the unit member's duty day and duty year as defined by Article 14. When scheduling a meeting or training, the District announcement will include a statement that a Uniform Stipend either will or will not be paid. Unit members selected to attend a Uniform Stipend meeting or training will be paid one hundred and fifty dollars (\$150.00) for each non-duty day and seventy-five dollars (\$75.00) for each non-duty half (1/2) day. Unit members selected to attend Uniform Stipend meetings after the end of the regular workday scheduled to end after 6:00 p.m. will be paid the seventy-five dollars (\$75.00) 1/2 day stipend.

12.5.12 NBPTS Certification Stipend

12.5.12.1 District Stipend

The District will pay unit members who present evidence of certification through the National Board of Professional Teaching Standards ("NBPTS") an annual stipend of two thousand dollars (\$2,000). This annual stipend will be prorated for unit members employed less than full-time.

12.5.12.2 Start Date

The stipend referenced in section 12.5.12.1 will be paid beginning with the school year following the unit

member's receipt of the certification and submission of the certification to the District on or before October 10, and will continue for each year for which the certification is valid.

12.5.12.3 State Of California Stipend

If the unit member receives a State of California NBPTS stipend greater than the District stipend defined in this section, the District stipend will not be paid to the unit member in the same school year in which the unit member receives the State of California stipend. The unit member will be responsible for notifying the Human Resources Division when they receive the State of California Stipend.

12.5.13 Technology Mentor Stipend

The District will pay an annual \$500 stipend to at least one unit member at each school site to provide basic troubleshooting maintenance services for classroom technology systems, outside of the regular work day; to facilitate and lead technology professional development at the site; and to represent the site at three District Technology meetings during the school year.

12.5.14 Specialized Academic Instructor (SAI) Stipend

For every school year a unit member who is assigned as a Specialized Academic Instructor (SAI), special education teacher (RSP or SDC) will receive a stipend of one thousand five hundred dollars (\$1,500) annually.

12.6 Summer School Teachers

The District will pay summer school teachers at the rate of pay described in Section 12.5.4.1, Student Extended Day Instructional Programs.

12.7 Overnight Field Trip Stipend

The District will pay \$150 per night, up to four nights, to bargaining unit members who volunteer to teach or supervise students participating in an overnight field trip, including science camp.

12.8 BCLAD Stipend

The District will pay unit members who present evidence of certification through the Bilingual, Cross-Cultural, Language and Academic Development (“BCLAD”), an annual stipend of one thousand five hundred (\$1,500) for unit members working in a position that requires a BCLAD. This annual stipend will be incorporated into the base pay, and will be prorated for unit members employed less than full-time.

The stipend referenced in this section will be paid beginning with the school year following the unit member’s receipt of the certification and submission of the certification to the District on or before October 10, and will continue for each year for which the certification is valid.

If the unit member receives a BCLAD stipend greater than the District stipend defined in this section, the District stipend will not be paid to the unit member in the same school year in which the unit member receives the State of California Stipend. The unit member will be responsible for notifying Human Resources Division when they receive the State of California Stipend.

12.8.2 Longevity And Advanced Degree Stipends for School Psychologists and Speech and Language Pathologists

12.8.2.1 School Psychologists Longevity { xe “ School Psychologist Longevity “} Psychologists will be entitled to longevity and advanced degree stipends as provided in Sections 12.1.4 and 12.1.5 of this Agreement.

12.8.2.2 Speech Language Pathologists Longevity { xe “ Longevity and Advanced Degree Stipends for Speech Language Pathologists “ } Speech-Language pathologists will be entitled to longevity and advanced degree stipends as provided in Sections 12.1.4 and 12.1.5 of this Agreement.

12.8.2.3 Speech Language Pathologist Stipend { xe “ Speech Language Pathologist Stipend “ } For every school year a unit member who is assigned as a Speech Language Pathologist (SLP) will receive a stipend of one thousand five hundred dollars (\$1,500) annually.

12.8.2.4 American Speech-Language-Hearing-Association Stipend for Speech Language Pathologists { xe “ American Speech-Language-Hearing-Association Stipend for Speech

Language Pathologists “ } The District will pay unit members who present evidence of certification through the American Speech-Language-Hearing Association Certificate (“ASHA”), or an equivalent professional certification that is related to but not otherwise required by their position, an annual stipend of two thousand dollars (\$2,000). This annual stipend will be incorporated into the base pay, and will be prorated for unit members employed less than full-time.

The stipend referenced in this section will be paid beginning with the school year following the unit member’s receipt of the certification and submission of the certification to the District on or before October 10, and will continue each year for which the certification is valid.

If the unit member receives an ASHA stipend greater than the District stipend defined in this section, the District stipend will not be paid to the unit member in the same school year in which the unit member receives the State of California Stipend. The unit member will be responsible for notifying Human Resources Division when they receive the State of California Stipend.

12.9 STRS Defined Supplemental Benefits Plan

This Section became effective July 1, 2002.

Subject to the criteria and limitations stated in Education Code Sections 22119.2, 22905, 22954, and relevant STRS regulations, the following services performed for the District will be included within the definition of creditable compensation and reported to STRS solely for inclusion in the STRS Defined Supplemental Benefit Plan.

- Supplemental Pay Sections 12.5.1, (Coaches), 12.5.2 (Intermediate School Athletic Director), 12.5.3 (Home-Hospital Teachers), 12.5.4 (Extended Duty Pay), 12.5.5 (Intermediate School Band Director), 12.5.6 (School Modernization, Construction, Maintenance, and/or Carpet Replacement), 12.5.7 (Substituting During Preparation Periods), 12.5.8 (Peer Review and Support), 12.5.9 (Faculty Associate Stipend), 12.5.10 (Compensation for Bus Supervision), 12.5.11 (Uniform Stipends for District-Established Meetings And Trainings), 12.5.12 (NBPTS), 12.5.13 (Technology Mentor), 12.5.14 (Specialized Academic Instructor Stipend); 12.8.2.4 (ASHA); 12.8 (BCLAD Stipend); 12.8.2.3 (SLP Stipend)
- Summer School (Section 12.6);

- Curriculum writing and development;
- Consulting teacher;
- Regular teaching within the school year beyond 1.0 FTE;
- Any other activity mutually agreed in writing by the Superintendent and the President of the Association as an amendment to this provision.

Both the District and the unit member will make any contributions to STRS required by law.

ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.1 Benefit Contributions

Effective January 1, 2022, the District will contribute up to the following maximum amounts per month toward the cost of health benefits for each full-time unit member. Unit members electing coverage with a cost greater than the amount paid by the District in this Section will have the difference deducted automatically from the unit member’s pay.

For the 2022 plan year only the District will increase their contribution level to all the District provided medical plans starting on January 1, 2022. The District will contribute \$100 to the employer contribution for any District offered benefit plan where the employee cost is greater than \$100. For any District offered Benefit plan where the employee’s contribution is less than \$100, the District will pay the full employee contribution. For any District offered benefit plan where there is no employee contribution (cost), there will be no additional District contribution.

The District contribution will increase by \$50 on January 1, 2023, January 1, 2024, and January 1, 2025, with the tiered increase contribution starting on January 1, 2023. The District will contribute \$50 to the employer contribution for any District offered benefit plan where the employee cost is greater than \$50. For any District offered Benefit plan where the employee’s contribution is less than \$50, the District will pay the full employee contribution. For any District offered benefit plan where there is no employee contribution (cost), there will be no additional District contribution.

Plan		Current District Contribution Levels Effective January 1, 2022
Kaiser Plan A		
Employee Only (Single)		\$793.85
Employee + 1		\$1,533.91
Employee + 2 Or More (Family)		\$2,087.49
Kaiser Plan B		
Employee Only (Single)		\$793.85
Employee + 1		\$1,494.10

Plan		Current District Contribution Levels Effective January 1, 2022
Employee + 2 Or More (Family)		\$2,087.49
Kaiser Plan D		
Employee Only (Single)		\$668.60
Employee + 1		\$1,300.15
Employee + 2 or More (Family)		\$1,756.71
United PPO Traditional and PPO Plus		
Employee Only (Single)		\$1,112.05 PPO Traditional \$1,012.05 United PPO Plus
Employee + 1		\$1,803.42
Employee + 2 Or More (Family)		\$1,819.45
Sutter Health HMO (\$20 Co-Pay)		
Employee Only (Single)		\$851.90
Employee + 1		\$1,691.96
Employee + 2 Or More (Family)		\$1,819.45
United HMO (\$20 Co-Pay)		
Employee Only (Single)		\$844.91
Employee Plus 1		\$1,691.96
Employee +2 Or More (Family)		\$1,819.45

During the successor contract negotiations, this Section 13.1 will define the status quo ante for District contributions toward the cost of health benefits for each full-time unit member. Unit members electing coverage with a cost greater than the amount paid by the District in this Section will have the difference deducted automatically from the unit member's pay.

13.2 Joint District And Association Benefits Advisory Committee

A joint District and Association Benefits Advisory Committee will evaluate and recommend improvements to the health and dental benefits described in Article 13. After receiving recommendations from the Joint District and Association Benefits Advisory Committee, the District and Association will meet and negotiate about any improvements or revisions to this Article.

13.3 Dental, Vision, Life Coverage

The District will pay for the following coverages:

13.3.1 Unit member life insurance in the amount of \$10,000.

13.3.2 Unit member only Vision Care.

13.3.3 Unit member and dependent dental insurance. Selection for the dental insurance carrier will be determined by the District after consultation with the Association.

13.3.4 Through the Joint District and Association Benefits Advisory Committee, the District and OGEA will explore alternate or additional dental plan(s) with greater benefits that could be offered to members who are willing to pay out of pocket for any increased premium costs.

13.4 Coverage For Part-Time Unit Members

Each regular part-time unit member will receive a prorated share of these benefits by the same ratio of the time employed compared to a full-time unit member in the same job classification. Part-time employees will have the right to purchase additional coverage to a level equal to that provided full-time employees.

13.4.1 Employees hired after June 30, 1995, who work less than a forty percent (40%) contract will not receive District-funded health and welfare benefits.

13.5 Coverage During Paid Leave

Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves will continue to receive full insurance coverage to be paid by the employer for that period of illness not to exceed one hundred (100) days following exhaustion of said leave.

13.6 Domestic Partners Health Benefits

The District will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the District's medical, dental, and vision plans pursuant to this Section only to the extent that the District's carriers provide such coverage.

13.7 Coverage During Unpaid Leave

Unit members on District approved unpaid leaves of absence will continue to receive health and welfare benefits for the period of the leaves if they wish to purchase such benefits at the current group rates, to be paid by the unit member to the District one (1) month in advance.

13.8 Coverage During Retirement

The District will continue to provide retired unit members the opportunity to purchase health and welfare insurance premiums for themselves and their dependents at the current group rates after reaching their 55th birthday, providing said unit member has served five (5) consecutive years of service for the employer prior to retirement. Premiums will be payable to the District one (1) month in advance. A District approved leave will constitute a year of service for the purpose of eligibility for this benefit.

13.9 Participation In Tax-Sheltered Annuities

Unit members may participate in any tax-sheltered annuity on the approved list of the Office of the County Superintendent and the District will provide payroll deduction for this purpose upon direction of the unit member.

13.10 Reimbursement For Vehicles

Any unit member required to use their vehicle on District business will be reimbursed for all miles driven on behalf of the District at the rate established by the Board of Trustees, but in no event at a rate less than the amount allowed by the Internal Revenue Service.

13.11 Reimbursement For Loss To Personal Instructional Property

13.11.1 The maximum reimbursement will be ten thousand dollars (\$10,000) per year for the bargaining unit, and three hundred dollars (\$300) per employee per year.

13.11.2 In order to qualify for reimbursement, the unit member:

- (a) must demonstrate the loss is due to theft, fire, water, or vandalism at the school site, and is not due to the unit member's negligence;
- (b) must obtain prior approval from the site administrator in writing regarding:
 - the use of equipment and/or property for instructional purposes;
 - the estimated value and description of the equipment and/or property;
 - the period of time the equipment and/or property is expected to be on site; and
- (c) must file or assist in filing any necessary police reports.

13.11.3 Personal effects not covered by Sections 13.11.1, 13.11.2, and 13.11.3 are specifically excluded from this provision.

ARTICLE 14: HOURS OF EMPLOYMENT

14.1 Work Day

All unit members will be at their workstations seven and one-quarter (7-1/4) hours per day exclusive of the lunch period. The workstation is defined as the school site to which the member is assigned on a given day or any other previously authorized place where the member is conducting District business. The workstation will also be defined as places within the District where members may conduct Association/District business for the purpose of representation described in Sections 6.2, 6.3, 7.6.5, 7.6.10, and 10.12.2.

Psychologists will work an eight (8) hour day exclusive of thirty (30) minute duty-free lunch.

School Nurses will work an eight (8) hour day exclusive of thirty (30) minute duty-free lunch.

14.1.1 Leaving Before The End Of The Work Day

Unit members may leave before the end of their workday, as defined in Section 14.1, upon completion of their instructional day, provided that all of their professional obligations are met. These obligations may include meetings with principal, team members, parents, staff, etc.

14.1.2 Check In And Out

Unit members will be required to check in and out daily in a register maintained at each worksite. The unit member may note the check in and out time in the register. The register will be located in the school office and will be maintained at the school site for two (2) years.

14.2 Starting And Ending Times

The District may establish starting and ending times at each school site and work location.

14.2.1 Teachers on special assignment assigned to the District Office will have an on-site work day that begins at 8:30 a.m. and ends at 4:15 p.m., inclusive of lunch. Upon mutual agreement with their supervisor, unit members on special assignment may flex their start and end times within one hour.

14.3 Supervision Of Students

Site administrators may assign unit members to supervise students. Student supervision may include, before school duty, yard duty, playground duty, noon duty, after school duty, bus duty, hall supervision, assembly supervision, and during all school-approved student activities conducted during the teacher work day. The site administrator will give unit members an opportunity to express preferences before finalizing assignments. The site administrator will equitably distribute student supervision assignments among unit members.

14.4 School Site Common End Of Instructional Minutes (“Banking”)

The District and OGEA agree that, at each site, parents and students benefit from a common ending time for grades 1-6 instructional minutes.

To accomplish a common ending time for grades 1-6 instructional minutes, the school site administrator may decide, after consulting with the 1-6 teachers at the site, to bank instructional minutes, but only to the extent described in this Section.

For the purpose of this Agreement, “banking instructional minutes” will mean “extending grade 1-6 instructional minutes by two (2) minutes per instructional day in addition to the maximum number of instructional minutes established in Sections 14.5.2 and 14.6.1. Grade 1-6 instructional minutes may be banked for no more than a total of four (4) instructional days per grade level.

14.5 Unit Member’s Instructional Day In Grades TK-3

14.5.1 Transitional Kindergarten And Kindergarten

The instructional day for unit members assigned to transitional kindergarten will be at least 260 instructional minutes and not more than 290 instructional minutes, not including recess. Unit members assigned to transitional kindergarten will not perform an overlap assignment.

On adjusted days, the instructional day for transitional kindergarten, and kindergarten, will be 260 instructional minutes.

Unit members teaching transitional kindergarten and kindergarten will not be eligible to bank hours. Section 14.4 will not apply to unit members teaching transitional kindergarten or kindergarten.

14.5.2 Grades 1-3

Depending on the number of adjusted days scheduled as permitted by Section 14.7.1 and 14.7.2, the instructional day for unit members teaching grades 1-3 will be at least 300 instructional minutes and not more than 305 instructional minutes. On adjusted days, the unit members' instructional day will be at least 260 and not more than 265 instructional minutes.

14.6 Instructional Time For Grades 4-8

14.6.1 Grades 4-6

Depending upon the number of adjusted days scheduled as permitted by Sections 14.7.1 and 14.7.2, the instructional day for unit members teaching grades 4-6 will be at least 320 and not more than 325 instructional minutes. On adjusted days, unit members' instructional day will be at least 260 and not more than 265 instructional minutes.

14.6.1.2 Grades 4-6 Preparation Period

As long as Article 15.2 states that the maximum number of students will not exceed thirty-two (32) students, the District will provide and schedule one (1) hour per week of preparation time for ten (10) weeks per school year for unit members teaching grades 4-6. Unless the unit member has the site administrator's prior approval, the unit member will remain on site during the preparation period.

14.6.2 Grades 7-8 (Intermediate School)

Depending upon the number of adjusted days scheduled as permitted by Section 14.8, the instructional day for unit members teaching grades 7-8 intermediate school unit members will be at least 250 instructional minutes per day. Unit members assigned full-time to grades 7-8 intermediate school classrooms receive one (1) planning and preparation period each day during the regular student instructional periods equivalent to one (1) normal class period. Unless the unit member has the site administrator's prior approval, the unit member will remain on site during the preparation period. A unit member who volunteers to substitute teach during the unit member's preparation period will be compensated pursuant to Article 12.5.4.1, Student Extended Day Instructional Programs.

14.6.2.1 Full-time unit members who teach special education at an intermediate school will receive one case work period per day (except when the school is on an alternate schedule) in addition to their preparation period. This will be equivalent to one (1) normal class period. This case work period can be used for, but is not limited to: assessment of students, IEP report writing, observation of students, phone calls to parents, and other work related duties. A unit member who volunteers to substitute teach during their case work period will be compensated pursuant to Article 12.5.4.1, Student Extended Day Instructional Programs.

14.7 Elementary Site Adjusted Days

14.7.1 Scheduling Elementary Site Adjusted Days: Beginning And End Of School Year

During the first five (5) days and the last two (2) calendar weeks of each school year, the District will schedule adjusted elementary site instructional days. To permit the scheduling of these adjusted days while complying with minimum instructional minutes, the District may extend grades 4-6 instructional day by three (3) minutes per day up to the maximum number of minutes in Sections 14.5 and 14.6.

14.7.2 Scheduling Elementary Site Adjusted Days: One Specific Day Of Each Week

In addition to the adjusted days described in Section 14.7.1, the District will designate one (1) specific day of each week as an adjusted day for a total of 33 adjusted days per year. Parent conference days and the adjusted days during the first and last weeks of the school year will not be included in calculating the number of adjusted days. In the event that the District decides to reduce or increase the number of weeks in the school year, the number of adjusted days per year may vary from 33, but the District will continue to schedule one (1) adjusted day per month during the year for Unit Member Directed Professional Duties (14.7.3). In the event there are five (5) adjusted days in any month, that fifth adjusted day will be used for a Unit Member Directed Professional Duties.

14.7.3 Elementary Site Unit Member Directed Professional Duties

For elementary site unit members, the District will designate the time following the adjusted student day on one (1) adjusted day per month for unit member directed professional duties. No District Directed Site Meetings will be scheduled on this adjusted day following the regular dismissal time.

Unless the unit member has the site administrator's prior approval, the unit member will remain on the site during the Unit Member Directed Professional Duties.

14.7.4 Elementary Site District Directed Site Meetings

Unit members may be required to attend District Directed Site Meetings.

14.7.4.1 Definition Of District Directed Site Meetings

For elementary site unit members, District Directed Site Meetings will be defined as general staff meetings and site staff development, including, but not limited to the following: grade level collaboration as professional learning communities (COI), Systematic ELD, PBIS, Constructive Meaning, Common Core Standards ("CCS"), and other District selected professional development.

14.7.4.2 Number Of District Directed Site Meetings

For the 33 adjusted days at elementary sites excluding those defined in Section 14.7.2, the District may schedule up to three (3) hours per month, in one-hour increments, of District Directed Site Meetings. These District Directed Site Meetings will begin following the end of the adjusted day and afternoon yard duty and/or bus duty. In addition, the District may schedule up to ten (10) hours, in one (1) hour increments, to extend one District Directed Site Meeting per month for up to two (2) hours.

The chart attached as Appendix F, and incorporated into the Agreement, illustrates the parties' agreement on the number and scheduling of District Directed Site Meetings, Unit Member Directed Professional Duties, and Intermediate Department Meetings.

In the event that a District site meeting is not scheduled by the site administrator, a unit member Directed Professional Duties will be scheduled.

14.8 Intermediate Site Adjusted Days

14.8.1 Scheduling Intermediate Site Adjusted Days: One Specific Day Of Each Week

The District will designate one (1) specific day of each week as an adjusted day for a total of 33 adjusted days per year. In the event that the District decides to reduce or increase the number of weeks in the school year, the number of adjusted days may vary from 33. If there are five (5) adjusted days in any month, that fifth adjusted day will be used for Intermediate Site Unit Member Directed Department Meetings.

14.8.2 Intermediate Site Unit Member Directed Department Meetings

In addition to the District Directed Site Meetings described in Section 14.8.3, intermediate site unit members will have at least ten (10) hours of Unit Member Directed Department meetings per year. Unit Member Directed Department Meetings will be scheduled during one (1) of the adjusted days per month.

14.8.3 Intermediate Site District Directed Site Meetings

The District will schedule up to six (6) hours of District Directed Site Meetings after the last student class on six (6) Mondays during the school year. In addition, the District will schedule District Directed Site Meetings on three (3) of the four (4) adjusted days during each month of the school year. For intermediate site unit members, District Directed Site Meetings will be defined as general staff meetings and site staff development, including, but not limited to, the following: Department collaboration as professional learning communities (COI), Systematic ELD, PBIS, Constructive Meaning, Common Core Standards (“CCS”), and other District selected professional development.

14.8.4 Remaining Intermediate Adjusted Days

Unit members are responsible for completing their adjunct duties, and adjunct duties take precedence over other activities, such as after school sports or clubs, on the adjusted days with no scheduled site meetings.

14.9 Agendas For District Directed Site Meeting

At least 48 hours before the scheduled District Directed Site Meeting, bargaining unit members may communicate a proposed agenda item to the site administrator by electronic communication or by paper copy. The unit member will include a description of the issue to be discussed. The site administrator will determine whether or not the unit member proposed agenda item will be placed on the next or another District Directed Site Meeting Agenda. By mutual agreement of the site administrator and a unit member, the site administrator may add informational and problem solving items to the agenda. At the end of the three (3) District Directed Site Meetings per month, the site administrator will schedule at least ten (10) minutes for unit member proposed agenda items. At least twenty-four (24) hours before the meeting, the site administrator scheduling a District Directed Site Meeting will deliver the agenda to unit members by either electronic correspondence or by paper copy. At sites where unit members do not have District computers, the site administrator will provide a paper copy.

14.10 Parent Conference Days – TK – 6

14.10.1 Beginning of the Year Parent Goal Setting Meeting Days

Beginning of the Year parent goal setting meeting days will be scheduled during the nine (9) adjusted days no sooner than the first full six weeks of the academic school year. The nine (9) days will be adjusted days as defined in Section 14.7. For purposes of this section, a full week counts as 4 or more student days.

Unit members will participate in an in-person goal setting meeting with each parent, unless the parent requests a virtual or telephone conference meeting. At each goal setting meeting, unit members will provide parents the District provided grade level common core standards, the grade level writing anchor paper, and/or an online computer scored diagnostic assessment and an opportunity for collaborative parent input. Appendix K illustrates a conceptual outline for the parent goal setting meeting. As an element of the Beginning of the Year Parent Goal Setting Meeting days, the District will not require unit members to prepare formal student report cards or student progress reports.

14.10.2 Winter Parent Conferences

Winter parent conferences will be scheduled on eight (8) school days at the end of January of each school year. The Tuesday prior to the Conference Prep day will be limited to a one hour principal-directed meeting. The first day of the conference period will be a student

non-attendance/teacher workday, without a staff meeting, and the eight remaining days will be adjusted days as defined in Section 14.7. The Tuesday during conference week will be a conference day.

If the unit member has evidence that a student is making progress on the Common Core State Standards, the unit member need not offer a Winter Parent Conference. For each student at risk of retention or not making progress on standards, the unit member will offer an in-person parent conference. Parents may opt to have a virtual or telephone conference. The District and OGEA encourage unit members to conduct Winter Parent Conferences via telephone.

14.10.3 Report Cards

Unit members will only be required to prepare a report card for all students in January and June of each school year. Although, at any time, unit members will respond to parent requests for information about a student's classroom progress.

14.10.4 Responsibility To Complete Conferences

If parent conferences cannot be completed during the regularly scheduled parent-conference days, the unit members will complete the conferences on other days.

14.10.5 End Of School Year Report Cards

For all students, the unit member must prepare a report card for distribution on the last school day.

14.11 Adjunct Duties

14.11.1 District Invitations To District Committees

The District will determine the need for and the mission of District committees. In the event that the District creates a District committee, the District may invite specific bargaining unit members to participate in the committee. If the unit member accepts the District's invitation, the District will appoint that specific bargaining unit member to the committee. Examples of current District committees are the following: "District Curriculum Team," "DEIB Committee," the "PBIS Committee." At its sole discretion, the District may terminate any committee, may create new committees, and may change the focus, mission, and composition of these committees.

The District will solicit volunteers to participate in District committees. If a bargaining unit member is passionate about a subject, the unit member may seek to be invited to be on a District committee by sharing that interest with the unit member's site administrator. The District reserves the right to determine which bargaining unit members are invited to participate in the District committee.

Although the District will not provide a substitute teacher, any bargaining unit member may attend these District committees whether or not the bargaining unit member is a member of the committee.

14.11.2 District Required School Site Adjunct Duties

No later than May 15 of each school year, the District, at its sole discretion, will develop a list of up to eleven (11) required adjunct duties for the following year. The duty "OGEA representative" will be one of the nine (9) required adjunct duties at each school.

In the event the District is considering whether or not to require more than nine (9) required adjunct duties, the District will give OGEA notice and an opportunity to bargain about the workload impact of the increased number of adjunct duties.

14.11.3 Site Adjunct Duty Advisory Committee

At the option of the bargaining unit members assigned to that site, each school site may elect at least two (2) unit members to act as the site's Adjunct Duty Advisory Committee. The Committee members will be the site administrator and two (2) bargaining unit members. In addition to the District required adjunct duties and the general site adjunct duties (see Appendix I), the Adjunct Duty Advisory Committee may select up to five (5) adjunct duties for the following school year.

The Adjunct Duty Advisory Committee will develop the Adjunct Duty list no later than May 31 of each school year. In the event the Adjunct Duty Advisory Committee fails to develop a list of up to five (5) adjunct duties by May 31 of each school year, the adjunct duties for the next school year will remain the same as the prior school year.

14.11.4 Adjunct Duties Miscellaneous Provisions

14.11.4.1 Adjunct duties will be equitably distributed among unit members.

14.11.4.2 Teachers on special assignment assigned to the District office may form an adjunct duty committee for purposes of allocating adjunct duties to be performed.

14.11.4.3 Itinerant unit members working in special education assignments will not be required to perform adjunct duties.

14.11.5 Unit Members Self Select Duties

OGEA will give the District the name(s) of the OGEA Site Representative, and the District will invite bargaining unit members to participate in District Appointed Committees.

During the first two (2) weeks of each school year, bargaining unit members will self-select adjunct duties. Each bargaining unit member has a professional responsibility to select and perform the self-selected adjunct duties.

The site administrator will equitably assign adjunct duties to any unit members who do not self-select adjunct duties.

Unit members employed on partial contracts will perform adjunct duties on a proportional basis.

14.11.6 District And OGEA Adjunct Duty Task Force

Every three (3) years, the District and OGEA will form a joint adjunct duty task force to review and/or update the list of optional adjunct duties.

14.12 Night Events And Meetings

In addition to the duties described in Sections 14.1 through 14.11, unit members are responsible on work days for the following duties when assigned by the site administrator: no more than one (1) back-to-school night; and no more than one (1) other parent-teacher activity per year.

14.12.1 Student Social And Recreational Activities

The principal will ask unit members to volunteer to supervise student social and recreational activities. In the event no unit member volunteers, the principal will assign the supervision in a fair and equitable manner.

14.13 Work Year Duration

Effective August 2013, the work year for unit members assigned to the classroom will be 186 days; for counselors, 202 days; for psychologists, 202 days. Unit members assigned to the classroom will instruct students for 180 days, attend staff development for three (3) days, and perform related work duties for three (3) days.

In addition to the regular workday, psychologists may apply up to 80 hours of Related Service work toward satisfaction of the work year requirement. The schedule for Related Service work will be subject to approval of the Director of Special Education.

14.14 Work During Off-Hours

When a unit member's assigned duties must regularly be performed during hours when school classes are normally not in session, the work day will be as determined by the unit members and the unit member's supervisor, but will not exceed the maximum length of work day of unit members in the schools of the District.

14.14.1 A unit member who is specifically asked by the District to attend and chooses to attend a training on a day outside of the contractual work year or after contract hours will be compensated pursuant to Article 12.5.11 Uniform Stipends For District Established Meetings and Training. Unit members who are asked to attend a training will be reimbursed for reasonable expenses pursuant to Board Policy 3350.

A unit member who receives information from the District about training opportunities held on a day outside of the contractual work year or after contract hours and voluntarily chooses to attend is not eligible for compensation or expense reimbursement from the District.

For the 2022-2023, 2023-2024, and 2024-2025 school years, the Assistant Superintendent of Human Resources will notify site administrators each semester that unit members will not be

required or expected to make or respond to nonemergency phone calls or emails outside of the scheduled workday.

14.15 Altered Schedule

In the event logistical circumstances for a particular grade level or class of a school necessitate a deviation from the usual schedule, the work day for unit members involved will be adjusted to meet the usual time schedule requirements.

14.16 Bargaining Unit Work Year Calendar

14.16.1 Calendar Advisory Committee

A Calendar Advisory Committee comprised of representatives of OGEA, the District administration, and other bargaining units in the District will be established to make recommendations for school calendars. Prior to presenting final proposed calendar options for approval, the District's process in gathering feedback on the proposed calendar from all stakeholders will include OGEA leadership.

14.16.2 Calendar Adoption

The District and OGEA acknowledge the Board of Trustees' right to establish the student instructional calendar. The District and OGEA acknowledge OGEA's right to negotiate about the placement of unit members' duty days on the calendar.

14.17 Substitute Teaching By An ELTP, Coach Or Teacher On Special Assignment

An ELTP, Coach or Teacher on Special Assignment who substitute teaches for a half day or more will be compensated, in addition to regular pay, with a \$100.00 stipend per half day or more of substitute teaching. If the unit member is asked to substitute teach for more than one (1) hour and up to a one half day they will be compensated with a stipend of \$50.00. Substitute assignments pursuant to this section will be equitably distributed.

14.17.1 Reading Specialist TOSA

A unit member assigned to this position will not be required to or asked to substitute for any classroom teacher or administrator.

14.18 Substitute Teaching By Resource Specialist

To the extent possible and practicable, the District agrees to do its best to avoid assigning Resource Specialists or Resource Teachers to cover a class assigned to another teacher. In the event the District must assign a Resource Specialist or Resource Teacher to cover a class assigned to another teacher, the District will compensate that Resource Specialist or Resource Teacher at the rate of \$100/day for the extra duties performed beyond their regular duties. The District will not assign a Resource Specialist or Resource Teacher to cover a class assigned to another teacher for more than three (3) days during any school year.

ARTICLE 15: CLASS SIZE AND STAFFING RATIOS

15.1 Grades TK-3

Pursuant to Education Code Section 42238.02 (d) (3), the parties agree to the alternative annual class enrollment requirements for grades TK-3 as set forth in this Section 15.1. The District will maintain the following student-teacher ratios in grades transitional kindergarten through third (TK-3):

- 15.1.1 The District will follow the TK California class size maximum of 24 with a 12:1 adult ratio for the 2022-2023 school year. Succeeding years will follow the TK California class size requirements.

The annual average class student-teacher enrollment ratio for grades K-3 will be up to 24 to 1. The student-teacher ratio in grades K-3 may exceed 24 to 1 in any class as long as the average K-3 class enrollment throughout the District does not exceed 24 to 1.

If Education Code Section 42238.02 is repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the student-teacher ratio in grades TK-3. If the District and OGEA do not reach agreement on replacement language for this Section, the class size status quo ante will be defined as follows: “Subject to the provisions of Section 15.4 and Education Code Sections 41376 and 41378, the maximum number of students in any class will not exceed thirty-one (31) students.”

At the District’s request, OGEA agrees to reopen negotiations on the TK-3 student-teacher ratio within fifteen (15) days of the establishment of any audit guidelines, regulations issued by the State Board, or directives from the State Department of Education or State Controller’s office that are inconsistent with the language set forth in the Collective Bargaining Agreement.

- 15.1.2 A history of the previous TK-3 class size language is attached as Appendix G. The parties agree that Appendix G is provided as a historic reference to the prior agreements about TK-3 class size, and the parties agree that Appendix G will not be used to interpret the language of this Agreement.
- 15.1.3 Upon the request of OGEA, the District will provide OGEA a copy of the Districtwide enrollment report showing class sizes at grades TK-3 throughout the District.

15.2 Grades 4-6

Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-two (32) students.

15.3 Grades 7-8

Subject to the provisions of Section 15.4 below, the maximum number of students in any English language arts, math, social studies, English Language Development, or science class will not exceed thirty-five (35) students. No unit load will exceed one hundred seventy-five (175) students per FTE and prorated for part time members unless approved by the unit member and the Association.

Intermediate school elective and Physical Education (PE) teachers with classes projected to be over thirty-five students will be given an opportunity to meet with the principal and provide input on their schedule. The District will provide OGEA with the enrollment figures for these courses upon request so that OGEA may analyze and monitor enrollment in these courses.

To the extent possible, site administration will do its best to balance class size per subject and per teacher.

15.4 Pupil Placement Funds

The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceed the maximums set forth in Sections 15.1 through 15.3.

If the District must place students in a classroom that already has the maximum number of students as set forth in Sections 15.1 through 15.3, the District will provide excess pupil placement funds as described below.

15.4.1 Pupil Placement Funds – Grades TK-3

15.4.1.1 Pupil Placement Funds

Effective December 1, 2019, the District will pay unit members excess pupil placement funds in the following amounts:

- \$10.00 per day for the 25th student;
- \$20.00 per day for the 26th student;

15.4.1.2 Maximum Number Of Students

Effective beginning with the 2022-2023 school year, the number of students in an individual TK classroom may not exceed the TK California class size ratio requirements.

The number of students in an individual K-3 classroom may not exceed twenty-six (26).

15.4.2 Pupil Placement Funds – Grades 4-6

15.4.2.1 Pupil Placement Funds

The District will pay unit members excess pupil placement funds in the following amounts:

- \$10.00 per day for the 33rd student;
- \$20.00 per day for the 34th student.

15.4.2.2 Maximum Number Of Students

The number of students in an individual classroom may not exceed thirty-four (34).

15.4.3 Pupil Placement Funds – 7-8 Grades

The District will pay excess pupil placement funds in the following amounts to unit members assigned to any English language arts, math, social studies, English Language Development, or science class that exceeds thirty-five (35) students:

- \$2.00 per period for the 36th student;
- \$4.00 per period for the 37th student.

15.4.4 Excess Pupil Placement

The first fifteen (15) instructional days of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District's obligation to pay excess pupil placement funds arises only after the "excess pupil" has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District's obligation to pay excess pupil placement funds is

retroactive to the first date of the excess pupil's enrollment in that classroom.

The District's obligation to pay excess pupil placement funds will not exceed five thousand five hundred dollars (\$5,500) per classroom.

15.5 Combination Classes

Combination classes formed in mixed grade spans will follow class size for the lowest grade included in the combination class.

15.5.1 Combination Classes in Grades TK-3

To the extent possible, the District will do its best to avoid scheduling combination classes. Site administration will communicate the necessity of a combination class. To the extent possible teachers will not be asked to teach combo classes two years in a row though they may volunteer for a combination class. An alternating schedule will be used if there are multiple volunteers.

After October 1 of the school year, each District assigned combination classroom of Transitional Kindergarten, Kindergarten, and 1st-3rd students, excluding at schools or programs where multi-age classrooms align with the vision and philosophy of the program as elected by the staff and administration, the District will pay the unit member assigned to that classroom a \$1,400 annual stipend. This stipend will be prorated for employees who work part-time or a partial year. The "Combination Class Stipend" will be paid in two parts, with the first part paid in the unit member's December paycheck and the second part paid in the unit member's June paycheck, except that the remaining balance of the stipend for the 2021-2022 school year will be paid as part of the unit member's June 2022 paycheck. (*Retroactive for the 2021-2022 school year.*)

In addition, a unit member assigned to a combination class may have up to three (3) release days during the school year for planning and preparation.

15.5.2 Combination Classes in Grades 4-6

To the extent possible, the District will do its best to avoid scheduling combination classes. Site administration will communicate the necessity of a combination class. To the extent possible teachers will not be asked to teach combo classes two years

in a row though they may volunteer for a combination class. An alternating schedule will be used if there are multiple volunteers.

After October 1 of the school year, for each District assigned combination classroom of 4th-6th students, excluding at schools or programs where multi-age classrooms align with the vision and philosophy of the program as elected by the staff and administration, the District will pay the unit member assigned to that classroom a \$1,400 annual stipend. This stipend will be prorated for employees who work part-time or a partial year. The “Combination Class Stipend” will be paid in two parts, with the first part paid in the unit member’s the December paycheck and the second part paid in the unit member’s June paycheck, except that the remaining balance of the stipend for the 2021-2022 school year will be paid as part of the unit member’s June 2022 paycheck. *(Retroactive for the 2021/2022 school year.)*

In addition, a unit member assigned to a combination class may have up to three (3) release days during the school year for planning and preparation.

15.6 Laboratory Classes

The number of students assigned to Laboratory Classes at the Intermediate School will not exceed the number of available work stations. For the purpose of this Section, a “work station” will be defined as a student work or study station and a “laboratory class” will be defined as cooking, computer/technology, art, exploratory, and shop classes.

15.7 Classroom Vocal Music Instruction

Class size for vocal music instruction will be determined by the music teachers and the Director of Curriculum/Instruction, an OGEA representation can be present for consultation.

15.8 Instrumental Music Instruction

The teaching load of an instrumental music teacher, not including 6th Grade Band, will not exceed one hundred ninety (190) students for scheduled instruction except at the request of the music teacher.

15.9 Special Day Classes

The District will utilize the Special Education Local Plan Agency (SELPA) placement guidelines for Special Day Classes. The District will communicate

a transparent process to the SDC staff on how students are distributed among the district throughout the school year.

Unit members assigned to SDC classes may have up to three (3) release days during the school year for planning and preparation for IEP goals and objectives.

15.9.1 Criteria For Placement

The current criteria for determining placement will be:

15.9.1.1 Range and severity of handicaps.

15.9.1.2 Age and behavioral variables of student.

15.9.1.3 Extent of need for individual instruction.

15.9.1.4 Staff competencies and number of special education staff at the site.

15.9.1.5 Amount of time individuals enrolled in special classes participate in regular classrooms.

15.9.1.6 Density of school population.

15.9.1.7 Current class size.

15.9.2 Mainstreamed Students Counted

Special Day students mainstreamed into elementary classrooms for fifty percent (50%) or more of the day will be counted for purposes of Sections 15.2 through 15.8.

15.9.3 Staffing Ratio for Non-categorical Special Day Classes

The staffing ratio for non-categorical Special Day Classes in grades TK to 6 will not exceed 15 to 1. TK/K SDC Classrooms will have one (1) Instructional Aide throughout the student instructional day and one (1) partial day Instructional Aide. Instructional Aide assistance will be staggered throughout the instructional day to ensure maximum support for teachers. The District -will schedule at least one (1) Instructional Aide throughout the student instructional day, or two (2) partial day Instructional Aides in grades 1-6. The SDC teacher is never scheduled to be alone with students.

15.9.4 Staffing Ratio For Classes For Students With More Intensive Educational Needs

The District will make a reasonable effort to maintain the following teacher/student ratio in SDC/SH (Special Day Class/Severely Handicapped) classes for students with more intensive educational needs:

	Norm	High	Cap
SH – Autistic (two (2) instructional assistants)	8	11	12
SH – Low Functioning (two (2) instructional assistants Effective With The 2020-21 School Year	9	12	13
SH – Emotionally Disturbed (two (2) instructional assistants)	8	11	12

The District will monitor the teacher/student staffing ratio, and will consider the available options to maintain the ratio at the norm and at or below the high level. Upon the request of the affected unit member, the District will provide information about the reason for the high ratio, anticipated duration, and the District’s reasonable efforts to maintain the staffing ratio.

15.9.4.1 Pupil Placement Funds For SDC/SH (Non-Preschool)

The District will pay unit members assigned to an SDC/SH class excess pupil placement funds in the following amounts:

- \$20.00 per day for the 12th student in an SH Autistic class;
- \$20.00 per day for the 13th student in an SH-Low Functioning Class;
- \$20.00 per day for the 12th student in an SH-ED class.

15.9.5 SDC Preschool Teachers

The maximum caseload for SDC Preschool Teachers will be as follows:

- 2020-21 26

- 2021-22 25

Pupil Placement Funds for Preschool SDC

The District will pay unit members assigned to an SDC preschool class excess pupil placement funds in the following amounts:

- \$10.00 per day for the 26th student and \$20 per day for the 27th student in an SDC Preschool class beginning with the 2021-22 school year.

Every effort will be made to equitably distribute the caseload for SDC Preschool Teachers.

15.10 Speech And Language Therapists Case-Load

Unless the State Superintendent of Public Instruction has granted prior written approval, caseloads for full-time speech and language specialists will not exceed the limits established by Education Code Section 56363.3 and 56441.7(a). The parties acknowledge that Education Code Section 56363.3 currently states, “The average caseload for language, speech, and hearing specialists in special education local plan areas will not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload.” The parties acknowledge that Education Code Section 56441.7(a) currently states, “The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026, will not exceed a count of 40.”

15.11 Resource Specialist/Teacher Caseload

The caseload for Resource Teachers will comply with guidelines established by the SELPA. No Resource Specialist or Teacher will have a caseload that exceeds 28 to 1. Effective with the 2022-2023 school year, Itinerant RSP staff will not be assigned to more than two school sites per academic year.

15.12 School Nurse Staffing Ratio

Each Learning Community in the District will be assigned one (1) School Nurse. Reasonable efforts will be made to balance the workloads of School Nurses.

15.13 Counselors

The District will employ school counselors to meet the academic and social emotional needs of students at the intermediate schools.

15.14 Psychologist Staffing Ratio

The National Association of School Psychologists (NASP) recommends a ratio of 1 FTE to 500-700 students.

Reasonable efforts will be made to balance the workloads of School Psychologists. This effort will take into account school sites with populations of students with severe needs.

15.15 Special Education Joint Committee

The District and the Association agree to convene a committee to listen to the ideas and suggestions of special education unit members regarding special education unit members' working conditions and the delivery of special education services yearly. Additionally, the District and OGEA agree to establish a task force to seek professional development for all unit members in the area of special education and inclusion.

ARTICLE 16: SAFETY CONDITIONS

16.1 Working Conditions

Every effort will be made to maintain healthful and safe conditions in all workspaces. Unit members will not be required to work under unsafe conditions or to perform tasks that endanger their health, safety, or well-being.

16.1.1 It will be the responsibility of unit members to report unsafe, hazardous, unsanitary conditions, or conditions of extreme discomfort as determined by the unit member as soon as possible to the building supervisor who will report the condition to the District.

16.1.2 Unsafe, hazardous, or unsanitary conditions will be corrected as soon as possible. If not corrected immediately, unit members will be notified of the status of the work order.

16.1.3 In the event a hazardous, unsafe, or unsanitary condition exists within a classroom at school making it necessary to dismiss students, unit members will not be required to remain in the classroom but may be reassigned to other instructional activities in a safe location.

16.1.4 Emergency phone numbers for fire, police, ambulance, and the nearest hospital will be prominently posted at, or on, each District telephone on school premises that is likely to be used by unit members for emergency calls.

16.2 Specialized Healthcare and Safety Practices

16.2.1 Unit members who teach students with disabilities or special needs will notify their supervisor of additional safety measures needed that are specific to their classroom and/or situation.

16.2.2 Unit members working with students with disabilities or special needs and require the use of Personal Protective Equipment (PPE) and who have requested but not received such equipment will notify the special education joint committee established under section 15.135 of this agreement.

16.2.3 Classrooms which require student diapering will be provided a closed receptacle(s) for soiled diapers.

16.3 Mitigation Practices

16.3.1 Sanitation

16.3.1.1 Unit members will have sufficient access to hand soap.

16.3.2 Ventilation and Filtration

16.3.2.1 Each utilized classroom will be equipped with a portable air filter and properly maintained according to manufacturer recommendations for the 2022-2025 school years.

16.4 Communication

16.4.1 In the event the state or county health office declares a public health emergency, the District will work with Santa Clara County Public Health Department (“SCCPHD”) and provide notice to employees and the community as permitted by law.

16.4.2 Unit members will be notified if a student is not returning to class due to illness or injury at the time the student is being sent home in our student information system.

16.5 Joint Work Group On Safety

16.5.1 The District and Association will establish a Joint Work Group on unit member safety. The Work Group will consist of three (3) appointees from each party, with the chair selected by the majority of the Group.

16.5.2 The purpose of the Work Group will be to:

16.5.2.1 Review complaints and concerns regarding bargaining unit safety that are submitted to the Group by individual unit members and Association.

16.5.2.2 Publish annually a handbook that will be made available electronically for teachers covering all the provisions regarding student discipline, including the Education Code, Board Policy, and Administrative Regulations. This will be republished when updated.

16.5.2.3 Recommend appropriate site training for unit members and administrators concerning student discipline and unit member safety.

16.6 Disclosure Of Student Discipline

16.6.1 Based on any written records that the District maintains or receives from a law enforcement agency or another District regarding a student described in California Education Code Section 49079, the District will provide unit members with information about each student who has caused or attempted to cause serious bodily injury or injury to another person. Any information received by a unit member pursuant to this provision will be received in confidence for the limited purpose for which it was provided and will not be further disseminated by the unit member.

Administration will notify unit members within two work days of any incident where a student has caused or attempted to cause serious bodily injury or injury to another person.

16.6.2 The District will document within 24 hours in the District student information system when students are suspended or administratively transferred. Unit member(s) of record will have access to their student's confidential information.

Unit members will be notified if a student is not returning to class due to suspension at the time the student is disciplined in our student information system.

16.6.3 Student Administrative Transfer Placements as a result of disciplinary action will be disclosed to the receiving unit member(s).

ARTICLE 17: ORGANIZATIONAL SECURITY

17.1 Right To Organize

Employees will have the absolute right to form, join, or participate in the organization(s) of their choice. Employees will not be required as a condition of employment to pay dues to any organization that they have not freely and voluntarily agreed to pay. Employees may elect to be dues paying members of the Association.

17.2 Fee Deductions

The District agrees to deduct from the pay of any employee of the District dues on the prescribed form provided by the District and Association.

17.3 Authorization Of Deductions

The Association will provide the District with a list of unit members who have signed the Association's authorization forms. Pursuant to such authorization, the District will deduct one tenth (.10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year will be prorated.

17.4 Remittance Of Deductions

With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

17.5 Fulfillment Of Provisions

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is the sole responsibility of the Association. Unit members who have questions about membership in the Association will be referred to the Association.

17.6 Other Deductions

Upon appropriate written authorization from the unit member, the District will deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or

any other plans or programs jointly approved by the Association and the District.

17.7 Indemnification

The Association will indemnify and hold the District harmless from any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the organizational security provision of this Agreement or their implementation to the extent required by law.

**ARTICLE 18: EARLY AND POST RETIREMENT
EMPLOYMENT PROGRAM**

18.1 Early Retirement Program

18.1.1 Eligibility For The Early Retirement Program

To become eligible for this program, a unit member must be at least fifty (50) years old and have served satisfactorily for at least ten (10) years in the Oak Grove School District as a unit member.

18.1.2 STRS Disability Retirement

If the employee takes a STRS disability retirement before the employee's fiftieth (50th) birthday, the employee must have been an employee of the Oak Grove School District for at least twenty (20) years to be eligible for the aforementioned benefit for a maximum of no more than ten (10) years.

18.1.3 Funding Of The Program

The District will fund the Early Retirement Program described in Section 18.1 for a total of up to three hundred thousand dollars (\$300,000) per year.

18.1.4 Health, Dental, And Vision Coverage

Unit members selected for the Early Retirement Program may participate in District medical benefits for up to five (5) years or until the unit member reaches age sixty-five (65), whichever comes first. If the District and OGEA agree to modify the health benefit coverage for unit members and/or retirees, all participants in the Early Retirement Program will be moved to the new or modified carrier and/or health benefit plan. As permitted by Section 13.8, retired unit members have the opportunity to purchase health insurance for their dependents.

18.1.4.1 Health Benefits

Current Participants

For participants entering the Early Retirement Program on or after October 1, 2006, the District will contribute up to the maximum amount paid for full-time active unit members covered by Kaiser employee only. The District's

maximum monthly contribution will be the dollar amount stated in Section 13.1.

18.1.4.2 Dental, Vision, Life Coverage

Unit members participating in this Early Retirement Program will not be eligible for dental, vision, and life insurance coverage. Retired unit members will have the opportunity to purchase dental insurance for the unit member and the unit member's dependents.

18.1.5 Application For The Program

A unit member must submit to the Human Resources Department a Separation of Employment Form selecting the Early Retirement Program no later than February 1 of the school year preceding the desired first year of participation. If space remains in the program after February 1, the District will establish a second application date of April 15.

18.1.6 Acceptance Into The Program

Applications received between February 2 and April 15 will be ranked by seniority and entrance into the Program granted on that basis. If space remains after April 15, entrance into the Program will be granted on a first come, first served basis.

18.1.7 Length Of The Program

Retired unit members accepted into this program will be entitled to participate for five (5) years or until they reach age sixty-five (65).

18.1.8 Retirement Is Revocable

After a unit member retires and begins participating in this program, the unit member may rescind or revoke the unit member's retirement and return to active employment in the District. A unit member revoking or rescinding retirement will reimburse the District for the full amount contributed by the District toward the benefit plan selected by the unit member. In addition, the unit member will comply with all State Teachers Retirement System mandates and regulations.

18.2 District Employment During Participation In The Early Retirement Program

A unit member participating in the Section 18.1 Early Retirement Program may apply for a position as a District substitute teacher or for an Article 19 Shared Assignment. The retired unit member's earnings as a substitute teacher or as a shared assignment teacher will not exceed the annual earning maximum established by relevant Education Code Sections, including Sections 24114, 24214, and 24214.5.

18.2.1 Substitute Teacher

For each day of substitute teaching, the retired unit member will be paid \$20 above the current substitute teaching rate.

18.2.2 Shared Assignment

For the purpose of Article 18 only, Section 19.3 will include retired unit members participating in the Early Retirement Program described in Section 18.1. A retired unit member will comply with each and every requirement of Article 19: Shared Assignments.

18.2.3 Representation Fee

Retired unit members employed on a shared assignment will be placed in a distinct class of temporary employees within the OGEA bargaining unit.

18.3 Post Retirement Employment

The District may employ a retired unit member or any retired STRS participant who retired for service and the compensation earned by the unit member or STRS participant may be exempt from the annual earnings limitations in the Education Code, as long as the retired unit member or retired STRS participant meets each and every STRS and Education Code condition. Although the Education Code Sections may be modified, the post retirement employment requirements are currently included in Education Code Sections 24214, 24214.5, 26812, and 26813.

18.3.1 Compensation

A retired unit member or retired STRS participant employed under this Article 18.3 will be compensated on the appropriate Class of the District's salary schedule, but the retired unit member's or retired STRS participant's earnings will not exceed the annual earning maximum established by relevant Education Code Sections, including Sections 24214, 24214.5, 26812, and 26813.

18.3.2 Unit Member Preference

To the extent possible, the District will employ OGEA unit members who retired for service from the District before the District employs teachers who retired from another district.

18.3.3 Representation Fee

A retired unit member or retired STRS participant employed under the Post Retirement Employment will be placed in a distinct class of temporary employees within the OGEA bargaining unit.

18.4 Concurrent Participation

Unit members may not concurrently participate in both the Early Retirement Program specified in Section 18.1 and post retirement employment specified in Section 18.3.

18.5 Retired Member's Earnings Limitations And Records

18.5.1 Earnings Limitations

The District will advise the retired member of the earnings limitation and employment restrictions in the relevant California Education Code sections.

18.5.2 Records Of Retired Member Earnings

In compliance with California Education Code sections, the District will maintain accurate records of the retired member's earnings and report those earnings monthly to the CalSTRS system and the retired member. Regardless of the method of payment or the fund from which payments were made, the District's records and reports will include all retired member's earnings.

ARTICLE 19: SHARED ASSIGNMENTS

19.1 Shared Assignment Informational Meeting

At least once each school year, the District and OGEA will invite interested unit members to a shared assignment informational meeting. At this meeting, the District and Association will explain the requirements for shared assignments and present examples of successful shared assignment models.

19.2 Shared Assignment Proposals

Shared assignment proposals must be mutually agreed upon by the supervising administrator, the affected certificated unit members, and the Superintendent prior to being submitted to the Governing Board. Each proposal will include the following elements:

- 19.2.1 The instructional design of the program, instructional approaches, methods, and basic materials (i.e., reading texts) are to be specified for each curricular area.
- 19.2.2 The specific work site of the shared assignment.
- 19.2.3 Individual work calendars showing the specific days and times each participant will work for the entire year. (Use the prior year's calendar as a sample if the new calendar has not been adopted.)
- 19.2.4 Designated times for participants to meet with each other, with fellow unit members or with other unit members (e.g., support staff) to confer about student progress, to diagnose student needs, and to establish working relationships.
- 19.2.5 Attendance at faculty and/or departmental meetings.
- 19.2.6 A plan for parent-unit member conferences and completion of written Pupil Progress Reports.
- 19.2.7 A written rationale regarding benefits to the educational program for students.
- 19.2.8 A plan to ensure consistent classroom management. Consistent classroom management includes: (1) behavior and discipline standards; (2) methods by which classroom assignments will be given, collected, and evaluated; (3) methods by which students' progress will be monitored and recorded; and (4) methods by which unit members communicate daily information about students.

19.2.9 Provisions for communicating with parents and appropriate school personnel.

19.3 Eligibility For Participation

Unit members may participate in the Shared Assignment Program.

19.3.1 Team Proposal

Two (2) unit members may submit a proposal for a shared assignment as a team.

19.3.2 Individual Proposal

If a unit member has not identified the other team member for a shared assignment proposal, the unit member may submit the proposal individually, and request that the District post and/or consider a non-bargaining unit member for the shared assignment.

19.3.3 Posting/Non-Unit Members

The District may consider non-bargaining unit candidates for the shared assignment during the same period of time that the shared assignment is posted for bargaining unit candidates. If the District employs a non-unit member, the team must submit a shared proposal and must comply with the proposal timelines described in Section 19.4.

19.3.4 Unpaid Leave Of Absence/Temporary Replacement

If a permanent unit member submits an individual proposal for a shared assignment and the District employs a non-bargaining unit candidate as described in 19.3.3, the District will place the permanent unit member on an unpaid temporary leave replacement unit member.

19.4 Timelines

To be eligible for a shared assignment for the following school year, the unit member must submit a written shared assignment proposal to the supervising administrator no later than March 15. To be eligible for a shared assignment for the second semester of the following school year, the unit member must submit a written shared assignment proposal to the supervising administrator no later than September 15. To reject the shared assignment proposal, the supervising administrator will provide a written rejection statement including the basis for the rejection no later than April 15

or October 15. If a proposal is rejected, the unit members will have the opportunity to rewrite and submit the proposal no later than April 30 or October 30. No later than May 10 or November 10, the supervising administrator will provide a written approval or rejection notice to the unit member. All approved proposals must be submitted to the Human Resources Department no later than May 15 or November 15.

19.5 Shared Duties And Responsibilities

Unit members participating in a shared assignment will perform all duties and responsibilities routinely assigned to unit members within a school or department which include and are not limited to the following:

- 19.5.1 At the discretion of the participating unit members, one or both unit members will attend all pre-service orientation days, Back-To-School and Open House Nights, and Fall and Spring Parent Conference Days on the same basis as full-time unit members.
- 19.5.2 The unit member on duty will attend scheduled faculty department meetings and required in-service meetings unless otherwise directed by the administrator or the Superintendent. Unit members sharing an assignment are responsible for communicating all information disseminated in meetings and in-services.
- 19.5.3 Unit members will equitably share non-teaching duties.
- 19.5.4 Unit members will agree on retention recommendations following established District promotion and retention practices. Unit members will jointly conduct parent conferences. With the site administrator's approval, one (1) unit member may conduct the conference as long as the other unit member prepares appropriate backup information for the conference.

19.6 Salary Benefits

- 19.6.1 Each participating unit member will receive a salary prorated at the percentage of a full-time salary that the participant's assignment is related to a full-time assignment.
- 19.6.2 Participants in a half-time shared contract will receive one (1) year of credit toward advancement on a salary schedule for every two (2) years of employment in a half-time shared assignment. Participants in other than a half-time shared contract will receive credit toward advancement on the salary schedule that is prorated at the percentage that the participant's assignment is related to a full-time assignment.

19.7 Fringe Benefits

19.7.1 Health and welfare benefits, leave benefits, and STRS contributions will be prorated at the percentage that the participant's assignment is related to a full-time assignment.

19.7.2 Each participating unit member may maintain full health and welfare benefits by paying any additional premium quarterly in advance.

19.8 Requests To Return To Full-Time Assignment

A unit member who, immediately prior to accepting a shared assignment, was a full-time unit member, will have the right to return to a full-time certificated position at the beginning of the following school year.

19.8.1 If, due to declining enrollment or to the reduction of services, the unit member's previously held position is no longer available, then the unit member will be assigned to a position in accordance with appropriate provisions of Article 11 of the Agreement.

19.8.2 This Shared Assignment Program does not preclude a unit member from receiving a layoff notice under California Education Code Section 44955.

19.9 Number Of Shared Assignment Contracts

The number of shared assignments will be at the discretion of the site administrator/program manager with the approval of the Superintendent.

19.10 Duration Of Shared Assignment Program

Shared assignments will be approved for one (1) year or one (1) semester. The shared assignment may be renewed annually with the approval of the supervising administrator, Assistant Superintendent or designee, and the Superintendent.

19.10.1 Certificated staff participating in the Shared Assignment Program will be placed on "shared assignment leave" for the duration of the shared assignment.

19.11 Superintendent's Committee

Prior to May 15 and November 15, the Superintendent will appoint a committee to review all shared assignment proposals approved by the supervising administrators. The committee will recommend approval, conditional approval, or denial of each shared assignment proposal.

19.11.1 Approval

If the committee recommends approval, the committee will submit the proposal to the Superintendent for approval.

19.11.2 Conditional Approval

If the committee recommends “conditional approval,” the committee will return the proposal to the team along with a written explanation of required modifications or improvements.

19.11.3 Denial

If the committee recommends “rejection or denial,” the committee will return the proposal along with a written explanation of the required modifications and improvements. The unit members will have one opportunity to revise and resubmit the proposal for reconsideration by the committee. After reconsidering the proposal, the committee may recommend “rejection or denial” and give the unit members a written explanation.

19.11.4 The Superintendent will review all proposals recommended by the committee for approval and present his recommendations to the Board of Trustees for confirmation. The Board of Trustees’ decision will be final.

19.12 Substituting

19.12.1 When one (1) member of a shared assignment team is absent for illness or other paid leave, the remaining team member is encouraged to take over full-time for the period of absence, subject to the provisions of Section 19.12.3.

19.12.2 Changes in the individual work calendar (Section 19.2.3) days to cover such absences, other than illness, will be approved by the administrator and limited to five (5) such days for each member of the team.

19.12.3 When a member of a shared assignment team is on an unpaid leave of absence and the remaining team member agrees to assume full-time teaching responsibilities for the assignment during the unpaid leave, the remaining member will receive his regular per diem rate of pay and all regular benefits that accrue to full-time unit members.

19.13 STRS Contribution

Unit members on shared assignments will contribute to the State Teachers Retirement System and will receive pro rata credit for years of service toward retirement. The District will continue its contributions at the prorated basis.

19.14 Tenure

Shared contract status will not constitute a break in service.

19.15 Time Sharing

Unit members may share an assignment if the proposed assignment is compatible with scheduling requirements and ensures consistency of the instructional program.

19.16 Workers' Compensation

Workers' compensation benefits will be paid in accordance with existing law.

19.17 General Provisions

19.17.1 Both participants will assume full responsibility for the assignment including responsibility for students. Parent-unit member conferences and written Student Progress Reports to parents will be the joint responsibility of the shared assignment team.

19.17.2 If one (1) member of a shared assignment team is unable to fulfill the requirements of a shared assignment for the remainder of the year, the other participant may nominate a TK-8 tenured certificated staff member (Section 19.3) who is on an unpaid leave of absence to be considered for the position. The nominee must be interviewed and recommended to the Superintendent by the supervising administrator. If no one is nominated or approved for the shared assignment, the remaining team member will be offered the full time position.

19.18 Dissolution Of Shared Assignment/Reduction In Force

19.18.1 Upon the dissolution of a shared assignment that has been in effect for two (2) school years or more, the resident unit member retains the right to remain at the host school. The other member of the shared assignment may be assigned to any vacancy or open position in the District.

19.18.2 In the case of a reduction in staff that requires the elimination of positions at individual schools, the following procedure will apply:

If both parties to the shared assignment were residents of the school at which the reduction is occurring prior to the creation of the shared assignment, their eligibility for being displaced will be on the basis of their individual seniority.

ARTICLE 20: PEER ASSISTANCE AND SUPPORT

20.1 Purpose

The Oak Grove Educators Association and the Oak Grove School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. The Peer Assistance And Support Program (“Peer Assistance”) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. Teachers referred to or who volunteer for the Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

20.2 Annual Evaluations Not Completed By Consulting Teacher

The extent of the Program’s assistance and support will not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 10 of the Agreement and Education Code Section 44660.

20.3 Definitions For Purposes Of This Document

20.3.1 “Classroom Teacher” Or “Teacher”

Any member of the certificated bargaining unit whose performance evaluation includes the areas of content knowledge and/or instructional strategies.

20.3.2 “Participating Teacher”

A unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.

20.3.3 “Consulting Teacher”

An exemplary current or retired teacher selected by the Joint Panel to provide Program assistance and support to a Participating Teacher. The Participating Teacher may provide input on which Consulting Teacher from whom he/she would prefer to receive assistance and support. The joint panel has the right, however, to assign a specific Consulting Teacher to each Participating Teacher.

20.3.4 “Beginning Teacher”

Any first or second year teacher new to the teaching profession.

20.3.5 “Voluntary Participating Teacher”

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the Peer Assistance and Support (“PAS”) Program.

20.3.6 “Referred Participating Teacher”

A unit member with permanent status whose most recent performance evaluation contained a “Progress Not Evident” in the areas of subject matter knowledge and/or teaching strategies and an overall “Progress Not Evident” summative rating.

20.3.7 “Evaluator”

The certificated administrator appointed by the District to evaluate a certificated teacher.

20.3.8 “Joint Panel”

The Joint Panel will consist of six (6) members, two (2) of whom will be certificated classroom teachers chosen to serve by the Association. The District will choose two (2) administrators to serve on the Joint Panel. The fifth (5th) and sixth (6th) members of the Joint Panel will be the Assistant Superintendent of Human Resources and the OGEA President.

20.4 Program Outline

20.4.1 Referred Participating Teachers

20.4.1.1 A Referred Participating Teacher, as defined in Section 20.3.6, must participate in the Program.

20.4.1.2 Appendix D-8: Certificated Performance Improvement Plan. The Consulting Teacher’s assistance and support will focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator after the Participating Teacher receives an overall “Unsatisfactory/Not Meeting Standard”

20.4.1.2.1 These recommendations will be written, aligned with teacher standards, clearly stated, and consistent with Education Code Section 44662. These recommendations will be considered as the performance goals

required by Education Code Sections 44664(a) and 44500(b)(2).

20.4.1.2.2 The Evaluator, Consulting Teacher, and the Participating Teacher may meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance and support that should be provided by the Consulting Teacher.

20.4.1.2.3 The Consulting Teacher and the Participating Teacher will meet to discuss the plan for assistance and support. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 20.4.1.2.3, which will also involve conducting multiple classroom observations of the Participating Teacher. Discussions between the Consulting Teacher and the Participating Teacher will remain confidential.

20.4.1.3 The Consulting Teacher will complete collaborative logs documenting the Participating Teacher's participation in the Program consisting solely of a description of the assistance and support provided to the Participating Teacher. These collaborative logs will be submitted to the Participating Teacher and to the Human Resources Office.

20.4.1.4 The teacher will continue participating in the Program until the teacher receives a Satisfactory/Meeting Standards evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate Satisfactory/Meeting Standards.

20.4.1.5 The Joint Panel will prepare an annual report regarding the Program's impact, and improvements that could be made to the Program, and share that report with the successor Joint Panel, the District Superintendent, and the Association.

20.4.2 Voluntary Participating Teachers

20.4.2.1 Any teacher with permanent status may volunteer to participate in the PAS Program. Prior to volunteering to

participate in the PAS Program, a voluntary participating teacher who wishes to apply for PAS must seek assistance from the participating teacher's site administrator.

20.4.2.2 Voluntary Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum and instruction. The Program for Voluntary Participating Teachers may focus on practical application of certain teaching skills or the acquisition of a new subject matter.

20.4.2.3 The Consulting Teacher and the Joint Panel will keep the names of volunteer teacher participants confidential.

20.5 Governance And Joint Panel Functions And Program Structure

20.5.1 Joint Panel

20.5.1.1 The Peer Assistance And Support Program will be administered by a Panel. The Joint Panel will consist of six (6) members, two (2) of whom will be certificated classroom teachers chosen to serve by the Association. The District will choose two (2) administrators to serve on the Joint Panel. The fifth (5th) and sixth (6th) members of the Joint Panel will be the Assistant Superintendent of Human Resources and the OGEA President. Each of the two (2) panel members appointed by the Association will serve a term of office determined by the Association.

20.5.1.2 The Joint Panel will make all decisions through consensus in the areas of selecting Consulting Teachers. The Joint Panel members will meet and make decisions only when all members are present.

20.5.1.3 The Joint Panel's primary responsibilities involve selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

- Submitting to the District Superintendent and the Association an annual evaluation of the Program's impact, including recommendations for improvement of the program;
- Selecting the Consulting Teachers; and

- Coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers.

20.6 Consulting Teachers

20.6.1 Minimum qualifications for Consulting Teacher are:

- A credentialed classroom teacher with permanent status and substantial recent teaching experience, or retired from the teaching profession;
- Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and understanding of District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
- Ability to work cooperatively and effectively with other teachers and administrators.

20.6.2 Consulting Teacher positions will be posted by the District. Each applicant will be required to submit a completed application, which will include at least three (3) references from individuals who have direct knowledge of the applicant's abilities for the position. A recommendation from a current or past Principal/Immediate Supervisor, an Association Representative and a Classroom Teacher are preferred. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Assistant Superintendent for Human Resources and the OGEA president.

20.6.3 Within the first six (6) weeks of beginning peer assistance, the Participating Teacher may petition the Panel for an assignment change. The Participating Teacher may be allowed only one (1) change per year.

20.6.4 A Consulting Teacher will serve a two-year term and is eligible for reappointment to another term.

20.6.5 Consulting Teachers will provide assistance and support to Participating Teachers in the areas of subject matter knowledge, classroom management, and/or teaching strategies. This assistance may include, but not be limited to, the following activities:

- 20.6.5.1 Providing consultative assistance and support to improve in the specific areas targeted by the Evaluator or the District Teaching Standards;
- 20.6.5.2 Observations of the Participating Teacher during periods of classroom instruction;
- 20.6.5.3 Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- 20.6.5.4 Attending specific training in specified teaching techniques or in designated subject matter;
- 20.6.5.5 Demonstrating good instructional strategies and practices to the Participating Teacher;
- 20.6.5.6 Maintaining appropriate records of each Participating Teacher's activities and progress; and
- 20.6.5.7 Consulting Teacher may recommend Professional Development to the Participating Teacher.

20.7 Other Provisions

- 20.7.1 Functions performed by unit members under this document will not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- 20.7.2 Unit members who perform functions as Consulting Teachers under Article 20 will have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 20.7.3 Records
 - 20.7.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, will be subject to disclosure under the Public Records Act.

20.7.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.

ARTICLE 21: TECHNOLOGY

The District will provide training opportunities for any technology which unit members are expected to utilize by the District. Any mandatory training outside contracted hours will be paid pursuant to Article 12.5.4.2, Extended, Non-Instructional Extra Duties.

The District will supply IT Department support for the District-provided technology such as laptops, Chromebooks, audio/visual equipment, projectors and printers, purchased in compliance with District hardware and software guidelines. District-provided technology does not include technology purchased by the unit member at their own expense or using site funds (unless it is on the District list of recommended technology.).

ARTICLE 22: MISCELLANEOUS PROVISIONS

22.1 Savings

If any Article, Section, or Clause of this Agreement is declared illegal by a court of competent jurisdiction, or rendered invalid or illegal by legislative enactment, that Article, Section, or Clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected Articles, Sections, and Clauses will remain in full force and effect for the duration of the Agreement.

22.2 Support Of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. The Association will support this Agreement for its term and will not appear before the Governing Board to seek change or improvement in any matter contained in this Agreement, except by mutual agreement of the District and the Association, or as provided for in this Agreement.

22.3 Term Of Agreement

This Agreement will take effect on the date approved by the Governing Board except as specifically described in any article, and will remain in full force and effect, up to and including June 30, 2025, and will continue in effect after June 30, 2025, year to year unless one of the parties notifies the other in writing no later than April 15, 2025, of its request to modify, amend, or terminate this Agreement.

ARTICLE 22: MISCELLANEOUS PROVISIONS

OAK GROVE SCHOOL DISTRICT

OAK GROVE EDUCATORS
ASSOCIATION



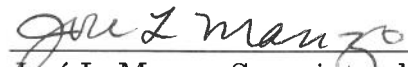
Carla G. Hernández, Board President




Maripaz Berlin, President

Date: 10/12/2022

Date: 10-6-2022




José L. Manzo, Superintendent



Kellee Humphrey, Chief Negotiator

Date: 10/12/2022

Date: 10/10/2022



Dr. Ivan Chaidez,
Assistant Superintendent

Date: 10/06/2022

APPENDIX A-1: 2022-23 TEACHERS' SALARY SCHEDULE

**OAK GROVE SCHOOL DISTRICT
 OGEA Salary Schedule
 ANNUAL SALARY
 July 1, 2022 - June 30, 2023**

	CLASS I AB 1	CLASS II AB + 15 2	CLASS III * AB + 30 3	CLASS IV AB + 45 4	CLASS V AB + 60 5
1	58,930	58,930	61,016		
2	58,930	58,930	61,016	61,016	61,016
3	58,930	58,930	62,238	67,548	67,548
4	58,930	59,720	65,016	70,318	75,629
5	58,930	62,474	67,779	73,080	78,387
6	59,950	65,249	70,553	75,852	81,161
7	62,707	68,009	73,305	78,621	83,920
8	62,707	70,784	76,083	81,394	86,692
9	62,707	70,784	78,846	84,146	89,452
10	62,707	70,784	78,846	88,157	92,230
11	62,707	70,784	78,846	88,157	94,979
12	62,707	70,784	78,846	88,157	97,751
13	62,707	70,784	78,846	88,157	97,751
14	62,707	70,784	78,846	88,157	97,751
15	62,707	70,784	78,846	88,157	97,751
16	62,707	70,784	78,846	88,157	102,638
17	62,707	70,784	78,846	88,157	102,638
18	62,707	70,784	78,846	88,157	102,638
19	62,707	70,784	78,846	88,157	107,769
20	62,707	70,784	78,846	88,157	107,769
21	62,707	70,784	78,846	88,157	107,769
22	62,707	70,784	78,846	88,157	113,153

The annual stipend for Master's or Doctorate Degree is calculated as follows:
 5.65% X Salary at Step 1, Column 1...

\$3,330

The annual stipend for National Board Certification (NBPTS) or
 American Speech-Language-Hearing Certification (ASHA) is...

\$2,000

* To be placed on this column a teacher must hold a valid California
 Preliminary or Clear Teaching Credential, not including an emergency
 permit, intern permit or waiver. The starting salary for a teacher who meets
 this requirement is...

\$61,016

*186 work days schedule

7/6/2022

**APPENDIX A-2: 2022-23 SPEECH AND LANGUAGE PATHOLOGISTS
SALARY SCHEDULE**

**OAK GROVE SCHOOL DISTRICT
OGEA Salary Schedule - Speech and Language Pathologists
ANNUAL SALARY
July 1, 2022 - June 30, 2023**

	CLASS I AB 1	CLASS II AB + 15 2	CLASS III * AB + 30 3	CLASS IV AB + 45 4	CLASS V AB + 60 5
1	58,930	58,930	61,016		
2	58,930	58,930	61,016	61,016	61,016
3	58,930	58,930	62,238	67,548	67,548
4	58,930	59,720	65,016	70,318	75,629
5	58,930	62,474	67,779	73,080	78,387
6	59,950	65,249	70,553	75,852	81,161
7	62,707	68,009	73,305	78,621	83,920
8	62,707	70,784	76,083	81,394	86,692
9	62,707	70,784	78,846	84,146	89,452
10	62,707	70,784	78,846	88,157	92,230
11	62,707	70,784	78,846	88,157	94,979
12	62,707	70,784	78,846	88,157	97,751
13	62,707	70,784	78,846	88,157	97,751
14	62,707	70,784	78,846	88,157	97,751
15	62,707	70,784	78,846	88,157	97,751
16	62,707	70,784	78,846	88,157	102,638
17	62,707	70,784	78,846	88,157	102,638
18	62,707	70,784	78,846	88,157	102,638
19	62,707	70,784	78,846	88,157	107,769
20	62,707	70,784	78,846	88,157	107,769
21	62,707	70,784	78,846	88,157	107,769
22	62,707	70,784	78,846	88,157	113,153

The annual stipend for Master's or Doctorate Degree is calculated as follows:

5.65% X Salary at Step 1, Column 1...

\$3,330

The annual stipend for National Board Certification (NBPTS) or American Speech-Language-Hearing Certification (ASHA) is...

\$2,000

* To be placed on this column a teacher must hold a valid California Preliminary or Clear Teaching Credential, not including an emergency permit, intern permit or waiver. The starting salary for a teacher who meets this requirement is...

\$61,016

*186 work days schedule

7/6/2022

APPENDIX A-3: 2022-23 LEAD NURSE SALARY SCHEDULE

**OAK GROVE SCHOOL DISTRICT
 OGEA Salary Schedule - Lead Nurse
 ANNUAL SALARY
 July 1, 2022 - June 30, 2023**

Experience (AB60, steps 4-12)	Ratio to Teachers' Salary Schedule	Salary
1	1.084	81,982
2	1.098	86,069
3	1.114	90,413
4	1.131	94,914
5	1.150	99,696
6	1.170	104,659
7	1.191	109,846
8	1.215	115,399
9	1.239	121,113
10		121,113
11		121,113
12		121,113
13		121,113
First Longevity, Year 14	+5% of Step 16, Teachers' Salary Schedule	126,245
15		126,245
16		126,245
17		126,245
Second Longevity, Year 18	+5% of Step 20, Teachers' Salary Schedule	131,633
19		131,633
20		131,633
21		131,633
Third Longevity, Year 22	+5% of Step 22, Teachers' Salary Schedule	137,291

The annual stipend for a Masters or Doctorate Degree is calculated as follows:
 5.65% X Salary at Step 1, Column 1 of Teachers' Salary Schedule...

\$3,330

The annual stipend for National Board Certification (NBPTS)...

\$2,000

*** 202 work days schedule

7/6/2022

APPENDIX A-4: 2022-23 DISTRICT NURSES SALARY SCHEDULE

**OAK GROVE SCHOOL DISTRICT
 OGEA Salary Schedule - District Nurses
 ANNUAL SALARY
 July 1, 2022 - June 30, 2023**

	Ratio to Teachers' Salary Schedule	CLASS I	CLASS II	CLASS III *	CLASS IV	CLASS V
		AB	AB + 15	AB + 30	AB + 45	AB + 60
		1	2	3	4	5
1	1.090	64,234	64,234	66,507		
2	1.100	64,823	64,823	67,118	67,118	67,118
3	1.110	65,412	65,412	69,084	74,978	74,978
4	1.120	66,002	66,886	72,818	78,756	84,704
5	1.130	66,591	70,596	76,590	82,580	5,990
6	1.140	68,343	74,384	80,430	86,471	92,524
7	1.140	71,486	77,530	83,568	89,628	95,669
8	1.140	71,486	80,694	86,735	92,789	98,829
9	1.140	71,486	80,694	89,884	95,926	101,975
10	1.140	71,486	80,694	89,884	100,499	105,142
11	1.140	71,486	80,694	89,884	100,499	108,276
12	1.140	71,486	80,694	89,884	100,499	111,436
13	1.140	71,486	80,694	89,884	100,499	111,436
14	1.140	71,486	80,694	89,884	100,499	111,436
15	1.140	71,486	80,694	89,884	100,499	111,436
16	1.140	71,486	80,694	89,884	100,499	117,007
17	1.140	71,486	80,694	89,884	100,499	117,007
18	1.140	71,486	80,694	89,884	100,499	117,007
19	1.140	71,486	80,694	89,884	100,499	122,857
20	1.140	71,486	80,694	89,884	100,499	122,857
21	1.140	71,486	80,694	89,884	100,499	122,857
22	1.140	71,486	80,694	89,884	100,499	128,994

The annual stipend for Master's or Doctorate Degree is calculated as follows:
 5.65% X Salary at Step 1, Column 1...

\$3,330

The annual stipend for National Board Certification (NBPTS)...

\$2,000

** 202 work days schedule

7/6/2022

APPENDIX A-5: 2022-23 PSYCHOLOGISTS SALARY SCHEDULE

**OAK GROVE SCHOOL DISTRICT
 OGEA Salary Schedule - School Psychologists
 ANNUAL SALARY
 July 1, 2022 - June 30, 2023**

Experience (AB60, steps 4-12)	Ratio to Teachers' Salary Schedule	Salary
1	1.084	81,982
2	1.098	86,069
3	1.114	90,413
4	1.131	94,914
5	1.150	99,696
6	1.170	104,659
7	1.191	109,846
8	1.215	115,399
9	1.239	121,113
10		121,113
11		121,113
12		121,113
13		121,113
First Longevity, Year 14	+5% of Step 16, Teachers' Salary Schedule	126,245
15		126,245
16		126,245
17		126,245
Second Longevity, Year 18	+5% of Step 20, Teachers' Salary Schedule	131,633
19		131,633
20		131,633
21		131,633
Third Longevity, Year 22	+5% of Step 22, Teachers' Salary Schedule	137,291

The annual stipend for a Masters or Doctorate Degree is calculated as follows:
 5.65% X Salary at Step 1, Column 1 of Teachers' Salary Schedule...

\$3,330

The annual stipend for National Board Certification (NBPTS)...

\$2,000

*** 202 work days schedule

7/6/2022

APPENDIX A-6: 2022-23 COUNSELORS SALARY SCHEDULE

**OAK GROVE SCHOOL DISTRICT
 OGEA Salary Schedule - School Counselors
 ANNUAL SALARY
 July 1, 2022 - June 30, 2023**

		CLASS I AB	CLASS II AB + 15	CLASS III * AB + 30	CLASS IV AB + 45	CLASS V AB + 60
	Ratio to Teachers' Salary Schedule	1	2	3	4	5
1	1.090	64,234	64,234	66,507		
2	1.100	64,823	64,823	67,118	67,118	67,118
3	1.110	65,412	65,412	69,084	74,978	74,978
4	1.120	66,002	66,886	72,818	78,756	84,704
5	1.130	66,591	70,596	76,590	82,580	5,990
6	1.140	68,343	74,384	80,430	86,471	92,524
7	1.140	71,486	77,530	83,568	89,628	95,669
8	1.140	71,486	80,694	86,735	92,789	98,829
9	1.140	71,486	80,694	89,884	95,926	101,975
10	1.140	71,486	80,694	89,884	100,499	105,142
11	1.140	71,486	80,694	89,884	100,499	108,276
12	1.140	71,486	80,694	89,884	100,499	111,436
13	1.140	71,486	80,694	89,884	100,499	111,436
14	1.140	71,486	80,694	89,884	100,499	111,436
15	1.140	71,486	80,694	89,884	100,499	111,436
16	1.140	71,486	80,694	89,884	100,499	117,007
17	1.140	71,486	80,694	89,884	100,499	117,007
18	1.140	71,486	80,694	89,884	100,499	117,007
19	1.140	71,486	80,694	89,884	100,499	122,857
20	1.140	71,486	80,694	89,884	100,499	122,857
21	1.140	71,486	80,694	89,884	100,499	122,857
22	1.140	71,486	80,694	89,884	100,499	128,994

The annual stipend for Master's or Doctorate Degree is calculated as follows:
 5.65% X Salary at Step 1, Column 1...

\$3,330

0

The annual stipend for National Board Certification (NBPTS)...

\$2,000

** 202 work days schedule

7/6/2022

APPENDIX B: FIST TO FIVE

The Association and the District agree that consensus means, “When all affected unit members and the site administrator agree to support an option, and each can say (1) that consensus was reached fairly and openly, (2) that it was the best solution for us at this time, and (3) that even though it might not be my preferred option, my point of view was heard and understood, and I will not block the option. The Association has the right to check for and validate consensus among the affected unit members. It is understood that the Association will utilize the “Fist To Five” method when checking for consensus. For the purposes of this Appendix and Article 4, consensus has been reached when no one is holding up a fist and when everyone is holding up one or more fingers. The Association and the District agree that “reaching consensus” for purposes of this Appendix B and Article 4 will not consist of a vote or secret ballot.



FIST

“I can’t live with the decision; I will block it or leave the group.”



ONE

“I can live with the decision; I don’t like it but I won’t block it; I won’t sabotage it.”



TWO

“I am not excited by the decision; I will do some work to support it.”



THREE

“I think the decision is okay; I will get involved.”



FOUR

“I think the decision is good; I will work hard to support it.”



FIVE

“I think the decision is great; I will work hard and help others to be successful at it.”

Grievance # _____

APPENDIX C-1:
LEVEL I: GRIEVANT'S STATEMENT OF PROBLEM

Informal Conference held on _____

TO: _____
Supervisor's Name Title Work Location

FROM: _____
Grievant Title Work Location

I. What Article and Section of the contract do you believe has been violated?

II. Statement of the grievance and circumstances involved: (be precise and brief). Attach extra sheets if necessary.

III. Remedy sought:

IV. Conference requested: Yes No

Representative's Name Title Location

Grievant's Signature Date

cc: _____
Representative Location

Organization President

Organization Representative

cc: Grievance File

Grievance # _____

APPENDIX C-2:
LEVEL I: SUPERVISOR'S RESPONSE

Conference held: Yes No

TO: _____
 Grievant's Name Title Work Location

FROM: _____
 Supervisor's Name Title Work Location

I. Response to original statement of grievance dated: _____

II. Supervisor's decision (be precise and brief): _____

III. Resolution/remedy suggested, if any: _____

Supervisor's Signature

Date

Attachment: Grievant's Statement of Problem

cc: _____
 Representative Location

Organization President

Organization Representative

Grievance # _____

APPENDIX C-3:
LEVEL II: GRIEVANT'S APPEAL TO THE SUPERINTENDENT

Date

TO: _____ Superintendent _____ District Office

FROM: _____
Grievant's Last Name, First _____ Work Location _____

- I. Please attach copies of:
 - A. Grievant's Statement of Initial Grievance
 - B. Supervisor's Response
- II. Basis for appeal: _____

Representative's Name Grievant's Signature

Attachments: Grievant's Statement of Grievance
 Supervisor's Response

cc: _____
Grievant Location

Representative Location

Organization President Location

Supervisor

Organization Representative

cc: Grievance File

Grievance # _____

APPENDIX C-4:
LEVEL II: SUPERINTENDENT'S RESPONSE

Conference held: Yes No

TO: _____
Grievant's Name Title Work Location

FROM: _____ or _____
Superintendent Designee

I. Response to original statement of grievance dated: _____

II. Superintendent's decision (be precise and brief): _____

III. Resolution/remedy suggested, if any: _____

Superintendent's or Designee's Signature

Date

Attachment: Statement of Grievant's
appeal to the Superintendent

cc: _____
Representative Location

Organization President

Organization Representative

Supervisor

Superintendent's Office

Grievance # _____

APPENDIX C-5:
LEVEL III: NOTICE OF INTENTION TO REQUEST ARBITRATION

TO: Assistant Superintendent, Human Resources

FROM: _____
Grievant's Name Title Work Location

The _____ will request arbitration of
(Organization)

Grievance # _____ on behalf of this grievant.

Organization Official

Date

APPENDIX D-1A: TEACHER—TEACHER OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING						
1.1 Using knowledge of students to engage them in learning						
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting subject matter to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5 Promoting self-directed, reflective learning for all students						
1.6 Monitoring student learning and adjusting instruction while teaching						
2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING						
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating, and maintaining high standards for individual and group behavior						
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						
3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING						
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter						
3.3 Organizing curriculum to facilitate student understanding of the subject matter						
3.4 Utilizing instructional strategies that are appropriate to the subject matter						

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students						
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content						
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS						
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students						
5. ASSESSING STUDENT LEARNING						
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						
5.5 Involving all students in self-assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Reflecting on teaching practice in support of student learning						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning						
6.4 Working with families to support student learning						
6.5 Engaging local communities in support of the instructional program						
6.6 Managing professional responsibilities to maintain motivation and commitment to all students						

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
6.7 Demonstrating professional responsibility, integrity, and ethical conduct						

 Evaluator's Signature

 Date

 Evaluatee's Signature*

 Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

APPENDIX D-1B: TEACHER—FORMAL EVALUATION SUMMARY

TEACHER

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING						
1.1 Using knowledge of students to engage them in learning						
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting subject matter to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5 Promoting self-directed, reflective learning for all students						
1.6 Monitoring student learning and adjusting instruction while teaching						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating, and maintaining high standards for individual and group behavior						
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.3 Organizing curriculum to facilitate student understanding of the subject matter						
3.4 Utilizing instructional strategies that are appropriate to the subject matter						
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students						
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content						
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS						
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students						
5. ASSESSING STUDENT LEARNING						
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						
5.5 Involving all students in self-assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Reflecting on teaching practice in support of student learning						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning						
6.4 Working with families to support student learning						
6.5 Engaging local communities in support of the instructional program						
6.6 Managing professional responsibilities to maintain motivation and commitment to all students						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
6.7 Demonstrating professional responsibility, integrity, and ethical conduct						
7. PROGRESS OF STUDENTS TOWARD ESTABLISHED ACADEMIC STANDARDS						Education Code 44662 and Section 10.3.2, etc.
7.1 Evidence demonstrates adequate annual progress of students based on state criteria referenced test, where applicable, and other assessment tools						
8. OTHER						Education Code 44662 and Section 10.3.2, etc.
8.1 Maintains a professional record of punctuality and attendance						
8.2 Adheres to school site policies and directives						
8.3 Abides by adopted Governing Board policies and procedures						
8.4 Assumes and completes school-related assignments (e.g. yard supervision)						
8.5 Provides necessary plans and materials for a substitute						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS (Article 20) Referral For Permanent Teacher

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.)
- No.

Evaluators's Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member's personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-2A: ADAPTED PE—OBSERVATION FORM

ADAPTED PHYSICAL EDUCATION TEACHER

OBSERVATION FORM

Unit Members Name: _____ Status: Tenured Temporary

School Site/Assignment: _____ Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

1.1 Using knowledge of students to engage them in learning						
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting subject matter to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5 Promoting self-directed, reflective learning for all students						
1.6 Monitoring student learning and adjusting instruction while teaching						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						
2.2 Creating learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating, and maintaining high standards for individual and group behavior						
2.6 Employing routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of content and pedagogy related to Adapted Physical Education and local, state, and federal guidelines of subject matter						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of physical education						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.3 Organizing curriculum to facilitate student understanding of physical education						
3.4 Utilizing instructional strategies that are appropriate to Adaptive Physical Education						
3.5 Demonstrating knowledge of child and adolescent development to make Adaptive Physical Education accessible to each individual student.						
3.6 Organizing physical space for testing and instruction of students						
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS						
4.1 Using knowledge of students to develop Adaptive Physical Education program services that meet their individual needs						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
5. ASSESSING STUDENT LEARNING						
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						
5.5 Incorporating regular physical educators, classroom teachers and instructional/personal assistants into the child's physical education program and training them to utilize adapted materials and equipment						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Developing a plan to evaluate the Adapted Physical Education program						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning						
6.4 Working with families to support student learning						
6.5 Engaging local communities in support of the instructional program						
6.6 Managing professional responsibilities to maintain motivation and commitment to all students						

APPENDIX D-2B: ADAPTED PE—FORMAL EVALUATION SUMMARY

ADAPTED PHYSICAL EDUCATION TEACHER

Formal Evaluation

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING						
1.1 Using knowledge of students to engage them in learning						
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting subject matter to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5 Promoting self-directed, reflective learning for all students						
1.6 Monitoring student learning and adjusting instruction while teaching						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						
2.2 Creating learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating, and maintaining high standards for individual and group behavior						
2.6 Employing routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of content and pedagogy related to Adapted Physical Education and local, state, and federal guidelines of subject matter						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of physical education						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.3 Organizing curriculum to facilitate student understanding of physical education						
3.4 Utilizing instructional strategies that are appropriate to Adaptive Physical Education						
3.5 Demonstrating knowledge of child and adolescent development to make Adaptive Physical Education accessible to each individual student.						
3.6 Organizing physical space for testing and instruction of students						
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS						
4.1 Using knowledge of students to develop Adaptive Physical Education program services that meet their individual needs						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
5. ASSESSING STUDENT LEARNING						
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.5 Incorporating regular physical educators, classroom teachers and instructional/personal assistants into the child's physical education program and training them to utilize adapted materials and equipment						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Developing a plan to evaluate the Adapted Physical Education program						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning						
6.4 Working with families to support student learning						
6.5 Engaging local communities in support of the instructional program						
6.6 Managing professional responsibilities to maintain motivation and commitment to all students						
6.7 Demonstrating professional responsibility, integrity, and ethical conduct						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
7. PROGRESS OF STUDENTS TOWARD ESTABLISHED ACADEMIC STANDARDS Education Code 44662 and Section 10.3.2, etc.						
7.1 Evidence demonstrates adequate annual progress of students, where applicable, using a mutually agreed upon assessment tool						
8. OTHER Education Code 44662 and Section 10.3.2, etc.						
8.1 Maintains a professional record of punctuality and attendance						
8.2 Adheres to school site policies and directives						
8.3 Abides by adopted Governing Board policies and procedures						
8.4 Assumes and completes school-related assignments						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS (Article 20) Referral For Permanent Teacher

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.
- No.

Evaluator’s Signature

Date

Evaluatee’s Signature*

Date

* The evaluatee’s signature does not constitute endorsement of evaluator’s notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

APPENDIX D-3A: COUNSELOR—OBSERVATION FORM

COUNSELOR

OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. ADVOCATE AND SUPPORT STUDENT LEARNING						
1.1 Advocate for educational opportunity, equity and access to learning for students						
1.2 Advocate for student’s engagement in the school community						
1.3 Collaborate with student support teams for student success and achievement						
1.4 Provide group and one-one counseling for academics and/or social/emotional support						
1.5 Promote positive, safe and supportive learning environment						
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicate effectively in speaking and writing						
2.2 Develop working relationships with staff member, parents and community members						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2.3 Demonstrates effective communication with a variety of people with different socio-cultural backgrounds						
2.4 Keeps supervisor apprised of potential problems and important details						
3. ASSESSING STUDENT NEEDS						
3.1 Identify students at risk using data						
3.2 Use data to support the development of prevention and intervention strategies						
3.3 Monitor student progress (personal, social and academic progress)						
3.4 Analyze effectiveness of prevention and intervention systems for students						
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Utilize school based interventions to address student academic and social/emotional concerns						
4.2 Provides appropriate referrals for student support						
4.3 Provides crisis intervention as needed						
4.4 Provides conflict resolution or mediation as needed						
4.5 Facilitates and/or supports prevention/intervention meetings						
5. PERFORMING PROFESSIONAL RESPONSIBILITIES						
5.1 Demonstrate knowledge of school and district academic requirements						
5.2 Maintains appropriate records and tracks necessary information consistent with applicable laws.						
5.3 Observes legally mandated rules of confidentiality regarding student information						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.4 Responds to time sensitive material appropriately						
6. DEVELOPING AS A PROFESSIONAL SCHOOL COUNSELOR						
6.1 Counselor reflects on professional practice						
6.2 Counselor establishes professional learning goals						
6.3 Counselor collaborates with community agencies						
6.4 Counselor collaborates with students and families						
6.5 Counselor collaborates with colleagues						

Evaluators Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

APPENDIX D-3B: COUNSELOR—FORMAL EVALUATION SUMMARY

COUNSELOR

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK
						Please comment if the standard is marked unsatisfactory/not meeting standard
1. ADVOCATE AND SUPPORT STUDENT LEARNING						
1.1 Advocate for educational opportunity, equity and access to learning for students						
1.2 Advocate for student's engagement in the school community						
1.3 Collaborate with student support teams for student success and achievement						
1.4 Provide group and one-one counseling for academics and/or social/emotional support						
1.5 Promote positive, safe and supportive learning environment						
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicate effectively in speaking and writing						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2.2 Develop working relationships with staff member, parents and community members						
2.3 Demonstrates effective communication with a variety of people with different socio-cultural backgrounds						
2.4 Keeps supervisor apprised of potential problems and important details						
3. ASSESSING STUDENT NEEDS						
3.1 Identify students at risk using data						
3.2 Use data to support the development of prevention and intervention strategies						
3.3 Monitor student progress (personal, social and academic progress)						
3.4 Analyze effectiveness of prevention and intervention systems for students						
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Utilize school based interventions to address student academic and social/emotional concerns						
4.2 Provides appropriate referrals for student support						
4.3 Provides crisis intervention as needed						
4.4 Provides conflict resolution or mediation as needed						
4.5 Facilitates and/or supports prevention/intervention meetings						
5. PERFORMING PROFESSIONAL RESPONSIBILITIES						
5.1 Demonstrate knowledge of school and district academic requirements						
5.2 Maintains appropriate records and tracks necessary information consistent with applicable laws.						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.3 Observes legally mandated rules of confidentiality regarding student information						
5.4 Responds to time sensitive material appropriately						
6. DEVELOPING AS A PROFESSIONAL SCHOOL COUNSELOR						
6.1 Counselor reflects on professional practice						
6.2 Counselor establishes professional learning goals						
6.3 Counselor collaborates with community agencies						
6.4 Counselor collaborates with students and families						
6.5 Counselor collaborates with colleagues						
7. PROGRESS OF STUDENTS TOWARD ESTABLISHED ACADEMIC STANDARDS Education Code 44662 and Section 10.3.2, etc.						
7.1 Evidence demonstrates adequate annual progress of students, where applicable, using mutually agreed upon assessment tool						
8. OTHER Education Code 44662 and Section 10.3.2, etc.						
8.1 Maintains a professional record of punctuality and attendance						
8.2 Adheres to school site policies and directives						
8.3 Abides by adopted Governing Board policies and procedures						
8.4 Assumes and completes school-related assignments						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS Referral For Permanent Teachers (Article 20)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.)
- No.

Evaluators’s Signature

Date

Evaluatee’s Signature*

Date

* The evaluatee’s signature does not constitute endorsement of evaluator’s notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member’s personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-4A: SCHOOL NURSE—OBSERVATION FORM

SCHOOL NURSE ALTERNATIVE

OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. QUALITY OF SCHOOL NURSE CARE						
1.1 Implement state mandated screening of vision and hearing						
1.2 Oversee immunization status of students and assist families with compliance						
1.3 Evaluate the CHDP, physical exam requirements for kindergarten and first grade students, and case managing students with needs						
1.4 Assess and evaluate the health and developmental status of students to identify specific physical disorders and other health factors related to the learning process						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1.5 Consult and communicate with parents, medical providers and agencies to acquire or contribute information to assess or modify the student's educational and/or health plans						
1.6 Design and implement individual health plans to meet the health needs of the students, incorporating plans Provided by the physicians						
1.7 Interpret medical and nursing findings appropriate to the student's educational needs and make recommendations to the staff directly involved						
1.8 Refer students and parents to appropriate community health services						
1.9 Assist parents, and consult with students and staff regarding health-related attendance problems						
1.10 Maintain standards of health and emergency care for students, including training and indirect supervision of staff						
1.11 Implement training of health clerk technicians, substitute HCT, and unlicensed assistive personnel						
2. OVERSIGHT OF DOCUMENTATION AND RECORD KEEPING ENSURING THE CONTINUITY AND COMPLETION OF RECORDS AND REPORTS AS REQUIRED						
2.1 Ensure that mandated health screenings are recorded in students' electronic health records						
2.2 Ensure that information provided by parents and health care providers which is pertinent to students' health is recorded in students' electronic health records						
2.3 Record and maintain student medication logs						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2.4 Ensure that required state and county reports are completed in a timely manner						
2.5 Ensure that health files are maintained appropriately						
3. ASSESSMENT/LEADERSHIP ROLES						
3.1 Participate in IEP/SST/504 meetings for health purposes when necessary						
3.2 Consult and apprise staff of current health trends						
3.3 Plan and conduct staff development programs on care of medically fragile/ill students for appropriate school personnel						
3.4 Participate in the training process of health office staff						
3.5 Manage health offices, adhering to necessary time lines for health services						
3.6 Serve as a liaison between school and community agencies						
3.7 Consult with staff and report to appropriate agencies suspected abuse or neglect cases						
3.8 Protect confidentiality in accordance with ethical guidelines						
3.9 Provide health in-service programs as needed and requested by the District						
3.10 Act as a health consultant and resource to staff and community						
4. ACQUIRE AND MAINTAIN CURRENT KNOWLEDGE AND COMPETENCY IN NURSING PRACTICE						
4.1 Maintain an active and current California Nursing license, current CPR card and school nurse credential						

APPENDIX D-4B: SCHOOL NURSE—FORMAL EVALUATION SUMMARY

SCHOOL NURSE ALTERNATIVE

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. QUALITY OF SCHOOL NURSE CARE						
1.1 Implement state mandated screening of vision and hearing						
1.2 Oversee immunization status of students and assist families with compliance						
1.3 Evaluate the CHDP, physical exam requirements for kindergarten and first grade students, and case managing students with needs						
1.4 Assess and evaluate the health and developmental status of students to identify specific physical disorders and other health factors related to the learning process						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1.5 Consult and communicate with parents, medical providers and agencies to acquire or contribute information to assess or modify the student's educational and/or health plans						
1.6 Design and implement individual health plans to meet the health needs of the students, incorporating plans Provided by the physicians						
1.7 Interpret medical and nursing findings appropriate to the student's educational needs and make recommendations to the staff directly involved						
1.8 Refer students and parents to appropriate community health services						
1.9 Assist parents, and consult with students and staff regarding health-related attendance problems						
1.10 Maintain standards of health and emergency care for students, including training and indirect supervision of staff						
1.11 Implement training of health clerk technicians, substitute HCT, and unlicensed assistive personnel						
2. OVERSIGHT OF DOCUMENTATION AND RECORD KEEPING ENSURING THE CONTINUITY AND COMPLETION OF RECORDS AND REPORTS AS REQUIRED						
2.1 Ensure that mandated health screenings are recorded in students' electronic health records						
2.2 Ensure that information provided by parents and health care providers which is pertinent to students' health is recorded in students' electronic health records						
2.3 Record and maintain student medication logs						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2.4 Ensure that required state and county reports are completed in a timely manner						
2.5 Ensure that health files are maintained appropriately						
3. ASSESSMENT/LEADERSHIP ROLES						
3.1 Participate in IEP/SST/504 meetings for health purposes when necessary						
3.2 Consult and apprise staff of current health trends						
3.3 Plan and conduct staff development programs on care of medically fragile/ill students for appropriate school personnel						
3.4 Participate in the training process of health office staff						
3.5 Manage health offices, adhering to necessary time lines for health services						
3.6 Serve as a liaison between school and community agencies						
3.7 Consult with staff and report to appropriate agencies suspected abuse or neglect cases						
3.8 Protect confidentiality in accordance with ethical guidelines						
3.9 Provide health in-service programs as needed and requested by the District						
3.10 Act as a health consultant and resource to staff and community						
4. ACQUIRE AND MAINTAIN CURRENT KNOWLEDGE AND COMPETENCY IN NURSING PRACTICE						
4.1 Maintain an active and current California Nursing license, current CPR card and school nurse credential						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
4.2 Maintain professional growth in current practices. Works constructively within the assigned department to review and update standards of care						
4.3 Acts as a health consultant and resource to staff and community, providing health in-service programs as needed and requested by the District						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS (Article 20) Referral For Permanent Teacher

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.
- No.

Evaluator's Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member's personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-5A: PSYCHOLOGIST—OBSERVATION FORM

SCHOOL PSYCHOLOGIST

OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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1. PERFORMING PROFESSIONAL RESPONSIBILITIES

1.1 Assists school sites by being a skillful observer in the classroom						
1.2 Consults with and supports classroom teachers and school staff regarding a student's educational performance						
1.3 Provides teachers and other professionals with documentation tools for recording student's learning patterns and behavioral responses						
1.4 Recommends modified instructional strategies in regular and Special Education settings						
1.5 Has knowledge of current education law that impacts area of responsibility						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1.6 Provides counseling services in accordance with IEP mandates utilizing recommended CASP guidelines.						
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicates effectively in speaking and writing						
2.2 Communicates effective behavioral, affective, and/or adaptive goals for students and assists in monitoring and/or monitors progress toward these goals						
2.3 Keeps supervisor apprised of potential problems and important details						
2.4 Communicates with parents and other adult care-givers in the development and implementation of behavior change programs to facilitate the learning and behavioral growth of the child						
2.5 Demonstrates effective communication with people from a variety of education and socio-cultural backgrounds						
2.6 Demonstrates skill in working effectively in a variety of team settings						
2.7 Responds to written communications in a timely manner						
3. ASSESSING STUDENT NEEDS						
3.1 Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.						
3.2 Uses assessments appropriate to student's needs						
3.3 Administers tests in a clinically accurate and appropriate manner						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.4 Uses program eligibility criterion appropriately to make educational recommendations						
3.5 Offers a detailed and accurate interpretation of assessment data						
3.6 Follows legally mandated assessment time frames and federal and state requirements and, when applicable, SELPA guidelines						
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Applies knowledge of learning and behavior interventions strategies, including de-escalation techniques, to address student academic and behavioral concerns						
4.2 Consults with educational staff, administration, and parents; offers intervention strategies						
4.3 Assists in decisions about Special Education placement and student movement between programs						
4.4 Collaborates with parents and staff to develop appropriate behavioral and mental health management strategies and interventions						
4.5 Collaborates with community agencies, as well as with school site and district staff						
5. MAINTAINING APPROPRIATE RECORDS						
5.1 Completes necessary documents within legally required timelines.						
5.2 Maintains appropriate records and tracks necessary information						
5.3 Observes legally mandated rules of confidentiality regarding student information						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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6. DEVELOPING AS A PROFESSIONAL SCHOOL PSYCHOLOGIST

6.1 Psychologist reflects on professional practice						
6.2 Psychologist establishes professional learning goals						
6.3 Psychologist collaborates with community agencies to connect students and/or families with available resources						
6.4 Psychologist collaborates with students and families						
6.5 Psychologist collaborates with colleagues						

Evaluator's Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

APPENDIX D-5B: PSYCHOLOGIST—FORMAL EVALUATION SUMMARY

SCHOOL PSYCHOLOGIST

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. PERFORMING PROFESSIONAL RESPONSIBILITIES						
1.1 Assists school sites by being a skillful observer in the classroom						
1.2 Consults with and supports classroom teachers and school staff regarding a student’s educational performance						
1.3 Provides teachers and other professionals with documentation tools for recording student’s learning patterns and behavioral responses						
1.4 Recommends modified instructional strategies in regular and Special Education settings						
1.5 Has knowledge of current education law that impacts area of responsibility						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1.6 Provides counseling services in accordance with IEP mandates utilizing recommended CASP guidelines.						
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicates effectively in speaking and writing						
2.2 Communicates effective behavioral, affective, and/or adaptive goals for students and assists in monitoring and/or monitors progress toward these goals						
2.3 Keeps supervisor apprised of potential problems and important details						
2.4 Communicates with parents and other adult care-givers in the development and implementation of behavior change programs to facilitate the learning and behavioral growth of the child						
2.5 Demonstrates effective communication with people from a variety of education and socio-cultural backgrounds						
2.6 Demonstrates skill in working effectively in a variety of team settings						
2.7 Responds to written communications in a timely manner						
3. ASSESSING STUDENT NEEDS						
3.1 Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.						
3.2 Uses assessments appropriate to student's needs						
3.3 Administers tests in a clinically accurate and appropriate manner						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.4 Uses program eligibility criterion appropriately to make educational recommendations						
3.5 Offers a detailed and accurate interpretation of assessment data						
3.6 Follows legally mandated assessment time frames and federal and state requirements and, when applicable, SELPA guidelines						
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Applies knowledge of learning and behavior interventions strategies, including de-escalation techniques, to address student academic and behavioral concerns						
4.2 Consults with educational staff, administration, and parents; offers intervention strategies						
4.3 Assists in decisions about Special Education placement and student movement between programs						
4.4 Collaborates with parents and staff to develop appropriate behavioral and mental health management strategies and interventions						
4.5 Collaborates with community agencies, as well as with school site and district staff						
5. MAINTAINING APPROPRIATE RECORDS						
5.1 Completes necessary documents within legally required timelines.						
5.2 Maintains appropriate records and tracks necessary information						
5.3 Observes legally mandated rules of confidentiality regarding student information						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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6. DEVELOPING AS A PROFESSIONAL SCHOOL PSYCHOLOGIST

6.1 Psychologist reflects on professional practice						
6.2 Psychologist establishes professional learning goals						
6.3 Psychologist collaborates with community agencies to connect students and/or families with available resources						
6.4 Psychologist collaborates with students and families						
6.5 Psychologist collaborates with colleagues						

7. OTHER

Education Code 44662 and Section 10.3.2, etc.

7.1 Maintains a professional record of punctuality and attendance						
7.2 Adheres to school site policies and directives						
7.3 Abides by adopted Governing Board policies and procedures						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS Referral For Permanent Teachers (Article 20)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.
- No.

Evaluator's Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member's personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-6A: SPEECH LANGUAGE PATHOLOGIST—OBSERVATION FORM

SPEECH-LANGUAGE PATHOLOGIST (SLP)

OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK
						Please comment if the standard is marked unsatisfactory/not meeting standard
1. PERFORMING PROFESSIONAL RESPONSIBILITIES						
1.1 Consults with and supports classroom teachers and school staff regarding students in the Speech, Language, Hearing Program						
1.2 Demonstrates knowledge and skills in Speech-Language Pathology and related areas						
1.3 Provides culturally and educationally appropriate services that are effective, engage students, reflects evidence-based practices and is in accordance with student IEP requirements.						
1.4 Has knowledge of current education law that impacts area of responsibility						
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicates effectively in						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
speaking and writing						
2.2 Communicates effective speech and/or language goals and monitors progress toward these goals						
2.3 Keeps supervisor apprised of potential problems and important details						
2.4 Communicates with parents and other adult care-givers in the development and implementation of programs to facilitate the learning and growth of the child						
2.5 Demonstrates effective communication with people from a variety of education and socio-cultural backgrounds						
2.6 Demonstrates skill in working effectively in a variety of team settings						
2.7 Responds to written communications in a timely manner						
3. ASSESSING STUDENT NEEDS						
3.1 Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.						
3.2 Uses assessments appropriate to student's needs						
3.3 Administers tests in a clinically accurate and appropriate manner						
3.4 Uses program eligibility criterion appropriately to make educational recommendations						
3.5 Offers a detailed and accurate interpretation of assessment data						
3.6 Follows legally mandated assessment time frames and federal and state requirements and, when applicable, SELPA guidelines						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Applies knowledge of strategies, including de-escalation techniques, to address concerns						
4.2 Consults with educational staff, administration, and parents; offers intervention strategies						
4.3 Assists in decisions about Special Education placement and student movement between programs						
4.4 Collaborates with parents and staff to develop appropriate SLP services						
4.5 Collaborates with community agencies, as well as with school site and district staff						
5. MAINTAINING APPROPRIATE RECORDS						
5.1 Completes necessary documents within legally required timelines						
5.2 Maintains appropriate records and tracks necessary information						
5.3 Observes legally mandated rules of confidentiality regarding student information						
6. DEVELOPING AS A SPEECH – LANGUAGE PATHOLOGIST						
6.1 SLP reflects on professional practice						
6.2 SLP establishes professional learning goals						
6.3 SLP collaborates with community agencies						
6.4 SLP collaborates with students and families						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
6.5 SLP collaborates with colleagues						

 Evaluator's Signature

 Date

 Evaluatee's Signature*

 Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that will become a permanent attachment to the evaluation when placed in the personnel file

**APPENDIX D-6B: SPEECH LANGUAGE PATHOLOGIST—FORMAL
EVALUATION SUMMARY**

SPEECH-LANGUAGE PATHOLOGIST (SLP)

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1. PERFORMING PROFESSIONAL RESPONSIBILITIES						
1.1 Consults with and supports classroom teachers and school staff regarding students in the Speech, Language, Hearing Program						
1.2 Demonstrates knowledge and skills in Speech-Language Pathology and related areas						
1.3 Provides culturally and educationally appropriate services that are effective, engage students, reflects evidence-based practices and is in accordance with student IEP requirements.						
1.4 Has knowledge of current education law that impacts area of responsibility						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
2. COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY						
2.1 Communicates effectively in speaking and writing						
2.2 Communicates effective speech and/or language goals and monitors progress toward these goals						
2.3 Keeps supervisor apprised of potential problems and important details						
2.4 Communicates with parents and other adult care-givers in the development and implementation of programs to facilitate the learning and growth of the child						
2.5 Demonstrates effective communication with people from a variety of education and socio-cultural backgrounds						
2.6 Demonstrates skill in working effectively in a variety of team settings						
2.7 Responds to written communications in a timely manner						
3. ASSESSING STUDENT NEEDS						
3.1 Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.						
3.2 Uses assessments appropriate to student's needs						
3.3 Administers tests in a clinically accurate and appropriate manner						
3.4 Uses program eligibility criterion appropriately to make educational recommendations						
3.5 Offers a detailed and accurate interpretation of assessment data						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.6 Follows legally mandated assessment time frames and federal and state requirements and, when applicable, SELPA guidelines						
4. MANAGING INTERVENTIONS EFFECTIVELY						
4.1 Applies knowledge of strategies, including de-escalation techniques, to address concerns						
4.2 Consults with educational staff, administration, and parents; offers intervention strategies						
4.3 Assists in decisions about Special Education placement and student movement between programs						
4.4 Collaborates with parents and staff to develop appropriate SLP services						
4.5 Collaborates with community agencies, as well as with school site and district staff						
5. MAINTAINING APPROPRIATE RECORDS						
5.1 Completes necessary documents within legally required timelines						
5.2 Maintains appropriate records and tracks necessary information						
5.3 Observes legally mandated rules of confidentiality regarding student information						
6. DEVELOPING AS A SPEECH – LANGUAGE PATHOLOGIST						
6.1 SLP reflects on professional practice						
6.2 SLP establishes professional learning goals						
6.3 SLP collaborates with community agencies						
6.4 SLP collaborates with students and families						
6.5 SLP collaborates with colleagues						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
7. PROGRESS OF STUDENTS TOWARD ESTABLISHED STANDARDS Education Code 44662 and Section 10.3.2, etc.						
7.1 Evidence demonstrates adequate annual progress of students, where applicable, using a mutually agreed upon assessment tool						
8. OTHER Education Code 44662 and Section 10.3.2, etc.						
8.1 Maintains a professional record of punctuality and attendance						
8.2 Adheres to school site policies and directives						
8.3 Abides by adopted Governing Board policies and procedures						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS Referral For Permanent Teachers (Article 20)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.
- No.

Evaluator's Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member's personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-7A: TEACHER ON SPECIAL ASSIGNMENT—OBSERVATION FORM

TEACHERS ON SPECIAL ASSIGNMENT

OBSERVATION FORM

Unit Members Name: _____

Status: Tenured Temporary

School Site/Assignment: _____

Prob 1 Prob 2

Date of Pre-Observation Conference: _____

Date of Post-Observation Conference: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK
						Please comment if the standard is marked unsatisfactory/not meeting standard

1. ENGAGING AND SUPPORTING STAFF AND/OR STUDENTS IN LEARNING

1.1 Using knowledge of audience to engage them in learning						
1.2 Connecting learning to prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting content to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, protocols, resources, and technologies to meet diverse learning needs and contexts						
1.5 Promoting self-directed, reflective learning						
1.6 Monitoring learning and adjusting instruction while teaching, facilitating or coaching						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STAFF AND/OR STUDENT LEARNING

2.1 Promoting and/or establishing responsibility within a safe community where all are treated fairly and respectfully						
2.2 Creating physical or virtual learning environments that promote learning, reflect diversity, and encourage constructive and productive interactions						
2.3 Creating a rigorous learning environment with high expectations and appropriate support						
2.4 Developing, communicating, and maintaining high standards for individual and/or group collaboration						
2.5 Employing routines, protocols, procedures, norms, and supports for positive behavior to promote a climate in which everyone can learn						
2.6 Using time to optimize learning						

3. UNDERSTANDING AND ORGANIZING CONTENT FOR STAFF AND/OR STUDENT LEARNING

3.1 Demonstrating knowledge of content or topic, standards, and curriculum frameworks						
3.2 Scaffolding content or topic to facilitate understanding						
3.3 Utilizing instructional or facilitation strategies that are appropriate to the content or topic						
3.4 Using and adapting resources, technologies and materials to make content or topic accessible						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.5 Addressing the needs of unduplicated students (ELs, Foster youth and Socioeconomically Disadvantaged Students) and students with special needs to provide equitable access to the content						
4. PLANNING AND DESIGNING LEARNING EXPERIENCES FOR STAFF AND/OR STUDENTS						
4.1 Using knowledge of audience's cultural backgrounds and individual needs to plan instruction, facilitation or coaching						
4.2 Establishing and articulating goals for staff and/or student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support staff and/or student learning						
4.4 Planning and preparing instruction, facilitation or coaching that incorporates appropriate strategies to meet the learning needs of staff and/or students						
4.5 Adapting plans agendas, and materials to meet the assessed learning needs of staff and/or students						
5. ASSESSING STAFF AND/OR STUDENT LEARNING						
5.1 Applying knowledge of different assessment tools to support staff and/or student learning						
5.2 Collecting and analyzing data from a variety of sources to inform instruction, facilitation or coaching						
5.3 Reviewing data, both individually and with colleagues, to monitor learning						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.4 Using data to establish learning goals and to plan, differentiate, and modify instruction, facilitation or coaching						
5.5 Supporting staff and/or students in self-assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of learning						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Reflecting on teaching, facilitation or coaching practice in support of student learning						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support staff and/or student learning						
6.4 Engaging local and/or school communities in support of the instructional program						
6.5 Managing professional responsibilities to maintain motivation and commitment to all						
6.6 Demonstrating professional responsibility, integrity, and ethical conduct						

Evaluators Signature

Date

Evaluatee's Signature*

Date

* The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

**APPENDIX D-7B: TEACHER ON SPECIAL ASSIGNMENT—FORMAL
EVALUATION SUMMARY**

TEACHERS ON SPECIAL ASSIGNMENT

FORMAL EVALUATION

(No Later Than May 1)

Evaluatee: _____ School or Work Site: _____

Evaluator: _____ Position: _____

Evaluation Period: _____ Date of Evaluation: _____

Total Number of Observations: _____ Conferences: _____

Directions: Using the rating scale below, evaluate job performance in each task area by marking the column appropriately as indicated in the rating scale below.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
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**1. ENGAGING AND SUPPORTING STAFF AND/OR STUDENTS
IN LEARNING**

1.1 Using knowledge of audience to engage them in learning						
1.2 Connecting learning to prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting content to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, protocols, resources, and technologies to meet diverse learning needs and contexts						
1.5 Promoting self-directed, reflective learning						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
1.6 Monitoring learning and adjusting instruction while teaching, facilitating or coaching						
2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STAFF AND/OR STUDENT LEARNING						
2.1 Promoting and/or establishing responsibility within a safe community where all are treated fairly and respectfully						
2.2 Creating physical or virtual learning environments that promote learning, reflect diversity, and encourage constructive and productive interactions						
2.3 Creating a rigorous learning environment with high expectations and appropriate support						
2.4 Developing, communicating, and maintaining high standards for individual and/or group collaboration						
2.5 Employing routines, protocols, procedures, norms, and supports for positive behavior to promote a climate in which everyone can learn						
2.6 Using time to optimize learning						
3. UNDERSTANDING AND ORGANIZING CONTENT FOR STAFF AND/OR STUDENT LEARNING						
3.1 Demonstrating knowledge of content or topic, standards, and curriculum frameworks						
3.2 Scaffolding content or topic to facilitate understanding						
3.3 Utilizing instructional or facilitation strategies that are appropriate to the content or topic						
3.4 Using and adapting resources, technologies and materials to make content or topic accessible						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
3.5 Addressing the needs of unduplicated students (ELs, Foster youth and Socioeconomically Disadvantaged Students) and students with special needs to provide equitable access to the content						
4. PLANNING AND DESIGNING LEARNING EXPERIENCES FOR STAFF AND/OR STUDENTS						
4.1 Using knowledge of audience's cultural backgrounds and individual needs to plan instruction, facilitation or coaching						
4.2 Establishing and articulating goals for staff and/or student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support staff and/or student learning						
4.4 Planning and preparing instruction, facilitation or coaching that incorporates appropriate strategies to meet the learning needs of staff and/or students						
4.5 Adapting plans agendas, and materials to meet the assessed learning needs of staff and/or students						
5. ASSESSING STAFF AND/OR STUDENT LEARNING						
5.1 Applying knowledge of different assessment tools to support staff and/or student learning						
5.2 Collecting and analyzing data from a variety of sources to inform instruction, facilitation or coaching						
5.3 Reviewing data, both individually and with colleagues, to monitor learning						

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
5.4 Using data to establish learning goals and to plan, differentiate, and modify instruction, facilitation or coaching						
5.5 Supporting staff and/or students in self-assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of learning						
6. DEVELOPING AS A PROFESSIONAL EDUCATOR						
6.1 Reflecting on teaching, facilitation or coaching practice in support of student learning						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support staff and/or student learning						
6.4 Engaging local and/or school communities in support of the instructional program						
6.5 Managing professional responsibilities to maintain motivation and commitment to all						
6.6 Demonstrating professional responsibility, integrity, and ethical conduct						
7. PROGRESS OF STUDENTS TOWARD ESTABLISHED ACADEMIC STANDARDS						
7.1 Evidence demonstrates adequate annual progress of students, where applicable, using mutually agreed upon assessment tools						Education Code 44662 and Section 10.3.2, etc.

EVALUATION STANDARDS	Exceeds Standard	Satisfactory/Meets Standard	Progress Evident/Moving Toward Standard	Unsatisfactory/Not Meeting Standard	Not Applicable	COMMENTS/EVIDENCE/FEEDBACK Please comment if the standard is marked unsatisfactory/not meeting standard
8. OTHER Education Code 44662 and Section 10.3.2, etc.						
8.1 Maintains a professional record of punctuality and attendance						
8.2 Adheres to district and school site policies and directives						
8.3 Abides by adopted Governing Board policies and procedures						
8.4 Assumes and completes job related assignments						

FORMAL EVALUATION

- Exceeds Standards
- Satisfactory / Meets Standards
- Progress Toward Standards Evident
- Unsatisfactory / Not Meeting Standards

Summary Comments:

Performance Improvement Plan (Section 10.7.2; Appendix D-8)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards”)
- No.

PAS Referral For Permanent Teachers (Article 20)

- Yes. (Required if “Unsatisfactory/Not Meeting Standards” based on Criteria and Standards described in Section 10.3.)
- No.

Evaluator’s Signature

Date

Evaluatee’s Signature*

Date

* The evaluatee’s signature does not constitute endorsement of evaluator’s notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Evaluation Form that will become a permanent attachment to the evaluation when placed in the personnel file.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms will be placed in the unit member’s personnel file. As described in Section 10.7.4, the unit member will have the right to attach comments to the Evaluation Packet.

APPENDIX D-8: CERTIFICATED PERFORMANCE IMPROVEMENT PLAN

Name: _____ Position: _____ School: _____

Evaluator: _____ Date: _____ Date Of Initiation: _____ Target Date For Completion: _____

Post Observation Rating (10.6) Unsatisfactory/Not Meeting Standards in at least one category

Formal Evaluation Rating (10.7) Unsatisfactory/Not Meeting Standards

Alternative Evaluation Program¹ (10.12) Unsatisfactory/Not Meeting Standards

Specific Areas Needing Improvement, Including Criteria From Section 10.4: _____

Improvement Required	Assistance Provided By Site Administrators	Progress Report Or Feedback Dates	Indicator(s) Of Accomplishments	Completion Confirmed By Evaluator

The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target performance.

 Evaluator's Signature Date Unit Member's Signature Date

If additional pages

Within ten (10) working days the Evaluatee has the right to initiate a written response to the Improvement Plan and to have the response become a permanent attachment to the evaluation.

¹ For permanent unit members on an Alternative Evaluation Plan, the primary evaluator will provide at least one conference to provide feedback or a progress report.

APPENDIX D-9: ELIGIBILITY FOR FIVE YEAR EVALUATION CYCLE

(Complete by September)

Unit Member's Name: _____

School: _____

First Paid Date Of
Service With District _____

_____ (unit member's name) is eligible for the
Five Year Evaluation Cycle and meets the following criteria:

- is a permanent unit member;
- has been employed at least 10 consecutive years with the District;
- is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- has earned a "*Satisfactory/Meeting Standards*" or "*Exceeds Standards*" rating on the unit member's most recent evaluation.

Signed: _____
(Unit Member)

Date: _____

Signed: _____
(Site Administrator/Evaluator)

Date: _____

Note: At any time, either the unit member or the evaluator may determine that the unit member will return to the Two Year Evaluation Cycle described in Section 10.2.3.3.

The completed, signed form must be placed in the unit member's personnel file.

Form revised on December 17, 2009

**APPENDIX D-10: MUTUAL AGREEMENT FOR PARTICIPATION IN THE
ALTERNATIVE EVALUATION FORM**

<input type="checkbox"/> Teacher <input type="checkbox"/> TOSA <input type="checkbox"/> APE <input type="checkbox"/> Speech <input type="checkbox"/> Counselor <input type="checkbox"/> Psych <input type="checkbox"/> Nurse
--

Unit Member's Name: _____ School/Assignment: _____

I. Alternative Evaluation Option (please check one)

- 1. _____ Individual growth activity
- 2. _____ Educational team growth activity
- 3. _____ Educational research

II. Goal-Setting (please check the Professional Standard(s) your project will focus on)

Standard: 1 2 3 4 5 6

Description: _____

III. Brief description of your project (including how your project will enhance student learning) (attach).

IV. Timeline for completion of project (attach). *Must be completed by May 10.*

Do you wish to have periodic meetings to review the progress of your project?
___ Yes ___ No. If yes, tentatively scheduled as follows (attach):

V. Describe the administrative support you need for completion of your project. (Attach)

Unit Member	Date	Administrator	Date
-------------	------	---------------	------

PROFESSIONAL STANDARDS

TEACHERS & APE

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing As A Professional Educator

TOSAS

1. Engaging and Supporting Staff And/Or Students in Learning
2. Creating and Maintaining Effective Environments for Staff And/Or Student Learning
3. Understanding and Organizing Subject Matter for Staff And/Or Student Learning
4. Planning Instruction and Designing Learning Experiences for Staff And/Or Students
5. Assessing Staff And/Or Student Learning
6. Developing As A Professional Educator

NURSES

1. Quality of School Nurse Care
2. Oversight of Documentation and Record Keeping Ensuring the Continuity and Completing of Records and Reports as Required
3. Assessment/Leadership Roles
4. Acquire and Maintain Current Knowledge and Competency in Nursing Practice

COUNSELORS

1. Advocate and Support Student Learning
2. Performing Professional Responsibilities
3. Communicating Effectively With School and Community
4. Assessing Student Needs
5. Managing Interventions Effectively
6. Developing As a Professional School Counselor

SPEECH & PSYCHOLOGIST

1. Performing Professional Responsibilities
2. Communicating Effectively With School and Community
3. Assessing Student Needs
4. Managing Interventions Effectively
5. Maintaining Appropriate Records
6. Developing As a Professional Speech Pathologist or School Psychologist
7. Engaging and Supporting All Students in Learning

APPENDIX D-11: COMPLETION OF ALTERNATIVE EVALUATION FORM

COMPLETION OF ALTERNATIVE EVALUATION FORM

_____ was on the alternative evaluation program for their formal evaluation cycle during the _____ school year, and is rated Unsatisfactory/Not Meeting Standards
 Satisfactory/Meeting Standards Exceeds Standards

Unit Member's Acknowledgement Of Receipt

Date

Principal's Signature

Date

APPENDIX E: TEACHER EMERGENCY INFORMATION

**OAK GROVE SCHOOL DISTRICT
TEACHER EMERGENCY INFORMATION**

EMERGENCY INFORMATION:

Name _____ Birth Date _____
(Last) (First)

Address _____ Phone _____

City _____ Zip Code _____

DOCTOR TO BE NOTIFIED IN CASE OF EMERGENCY:

Name _____ Phone _____

Address _____ City _____

Please indicate any illness we should be cognizant of on the reverse side.

PERSONS TO BE NOTIFIED IN CASE OF EMERGENCY (You may list up to 4 people. Additional space is provided on the back of this form.)

Name _____ Birth Date _____
(Last) (First)

Address _____ Phone _____

City _____ Zip Code _____

Name _____ Birth Date _____
(Last) (First)

Address _____ Phone _____

City _____ Zip Code _____

Name _____ Birth Date _____
(Last) (First)

Address _____ Phone _____

City _____ Zip Code _____

Name _____
(Last) (First)

Birth Date _____

Address _____

Phone _____

City _____

Zip Code _____

ILLNESSES WE SHOULD BE AWARE OF:

APPENDIX F: ADJUSTED DAY VISUAL

Appendix F: Adjusted Day Visual illustrates Sections 14.4, 14.5, 14.6, 14.7, and 14.8

Elementary School Variation 1			
Week	Week	Week	Week
<i>End of Adjusted Day</i>			
Professional Duty (1 hour)	District Directed Site Meeting (1 hour)	District Directed Site Meeting (1 hour)	District Directed Site Meeting (1 hour)
<i>End of Regular School Day</i>			
Professional Duty (2 nd hour)	District Directed Site Meeting (2 nd hour)	Professional Duty (2 nd hour)	Professional Duty (2 nd hour)
Elementary School Variation 2			
Week	Week	Week	Week
<i>End of Adjusted Day</i>			
District Directed Site Meeting (1 hour)	District Directed Site Meeting (1 hour)	Professional Duty (1 hour)	District Directed Site Meeting (1 hour)
<i>End of Regular School Day</i>			
Professional Duty (2 nd hour)	District Directed Site Meeting (2 nd hour)	Professional Duty (2 nd hour)	Professional Duty (2 nd hour)
Intermediate:			
Intermediate School Sample			
Week	Week	Week	Week
District Directed Site Meeting	Department Directed Meeting	District Directed Site Meeting	District Directed Site Meeting
Intermediate After-School Monday Meetings:			
Mondays (P.M.)			
District Directed Site Meeting (10 per year)			

Note:

** Site meeting calendars will be distributed on or before September 30th of each year

APPENDIX G: CLASS SIZE HISTORY

Appendix G includes the actual K-3 class size language for the period between 1999 and 2013. The parties agree that Appendix G is provided as a historic reference to the prior agreements about K-3 class size, and the parties agree that Appendix G will not be used to interpret the language of this 2013-2016 Agreement.

Collective Bargaining Agreement	Grades K-3 Class Size
1999-2001	<p>15.1 <u>Grades K-3</u></p> <p>Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.</p> <p>15.4 <u>Pupil Placement Funds</u></p> <p>The term “pupil placement funds” is defined as sums of money credited to the accounts of classrooms having a number of students which exceeds the maximums set forth in Sections 15.1 and 15.2 above.</p> <p>Should the District determine that it is necessary to place students in a classroom which already has the maximum number of students as set forth above, the District will be required to tender excess pupil placement funds as set forth below.</p> <p>15.4.1 <u>Grades K-3</u></p> <p>An individual classroom will have its excess pupil placement funds account credited as follows:</p> <p>\$10.00 per day for the 34th student \$10.00 per day for the 35th student \$20.00 per day for the 36th student</p> <p>The number of students in an individual classroom may not exceed thirty-six (36).</p> <p>15.4.3 <u>Excess Pupil Placement</u></p> <p>It is understood that the first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the District’s obligation to tender excess pupil placement funds begins after the fourth Monday in September. Additionally, the District’s obligation to tender said funds arises only after the “excess pupil” has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District’s obligation to tender excess pupil placement funds is retroactive to the first date of the excess pupil’s enrollment in</p>

Collective Bargaining Agreement	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>that particular classroom after the fourth Monday in September. The District’s obligation to tender excess pupil placement funds will not exceed three thousand dollars (\$3,000) per classroom.</p> <p>15.4.4 <u>Excess Pupil Placement Fund Expenditure</u></p> <p>So long as the funds are used to improve the instructional program of the classroom through the purchase of instructional materials, equipment or services, the individual classroom teacher will have the authority to decide how the excess pupil placement funds credited to his/her classroom’s account will be spent. Nevertheless, all such purchases must be in compliance with state guidelines and District policy for the selection of instructional materials, equipment or services. Any such funds not expended by the relevant teacher will be carried over from year to year and will follow the individual teacher in the event he/she is reassigned. Equipment and materials purchased through pupil placement funds will follow and be managed by the individual teacher in the event of reassignment.</p>
2002-2003	<p>15.1 <u>Grades K-3</u></p> <p>The parties acknowledge the District’s implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District will implement the Program consistently with the Education Code and related state regulations.</p> <p>If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-pupil ratio in grades K-3. If the parties do not reach agreement on replacement language, the District will implement the following:</p> <p>“Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.”</p> <p>15.4 <u>Pupil Placement Funds</u></p> <p>The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceed the maximums set forth in Sections 15.1 and 15.2 above.</p>

Collective Bargaining Agreement	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>If the District must place students in a classroom which already has the maximum number of students as set forth above, the District will provide excess pupil placement funds as described below.</p> <p>15.4.1 <u>Grades K-3</u></p> <p style="padding-left: 40px;">15.4.1.1 <u>Pupil Placement Funds</u></p> <p style="padding-left: 80px;">Effective August 1, 2001, the District will pay unit members excess pupil placement funds in the following amounts:</p> <p style="padding-left: 80px;">\$10.00 per day for the 34th student \$10.00 per day for the 35th student \$20.00 per day for the 36th student</p> <p style="padding-left: 40px;">15.4.1.2 <u>Maximum Number of Students</u></p> <p style="padding-left: 80px;">The number of students in an individual classroom may not exceed thirty-six (36).</p> <p>15.4.3 <u>Excess Pupil Placement</u></p> <p>The first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District's obligation to pay excess pupil placement funds arises only after the "excess pupil" has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District's obligation to pay excess pupil placement funds is retroactive to the first date of the excess pupil's enrollment in that classroom. The District's obligation to pay excess pupil placement funds will not exceed three thousand dollars (\$3,000) per classroom.</p>

Collective Bargaining Agreement	<p style="text-align: center;">Grades K-3 Class Size</p>
<p>2004-2007</p>	<p>15.1 <u>Grades K-3</u></p> <p>The parties acknowledge the District’s implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District will implement the Program consistently with the Education Code and related state regulations.</p> <p>If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-pupil ratio in grades K-3. If the parties do not reach agreement on replacement language, the District will implement the following:</p> <p>“Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.”</p> <p>15.4 <u>Pupil Placement Funds</u></p> <p>The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceeds the maximums set forth in Sections 15.1 and 15.2 above.</p> <p>If the District must place students in a classroom which already has the maximum number of students as set forth above, the District will provide excess pupil placement funds as described below.</p> <p>15.4.1 <u>Grades K-3</u></p> <p style="padding-left: 40px;">15.4.1.1 <u>Pupil Placement Funds</u></p> <p style="padding-left: 80px;">Effective August 1, 2001, the District will pay unit members excess pupil placement funds in the following amounts:</p> <p style="padding-left: 80px;">\$10.00 per day for the 34th student \$10.00 per day for the 35th student \$20.00 per day for the 36th student</p> <p style="padding-left: 40px;">15.4.1.3 <u>Maximum Number Of Students</u></p> <p style="padding-left: 80px;">The number of students in an individual classroom may not exceed thirty-six (36).</p>

Collective Bargaining Agreement	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>15.4.3 <u>Excess Pupil Placement</u></p> <p>The first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District’s obligation to pay excess pupil placement funds arises only after the “excess pupil” has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District’s obligation to pay excess pupil placement funds is retroactive to the first date of the excess pupil’s enrollment in that classroom. The District’s obligation to pay excess pupil placement funds will not exceed three thousand dollars (\$3,000) per classroom.</p>
<p>2007-2010</p>	<p>15.1 <u>Grades K-3</u></p> <p>15.1.1 <u>Grades K-3 Class Size For 2009-2010</u></p> <p>The parties acknowledge the District’s implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District will implement the Program consistently with the Education Code and related state regulations.</p> <p>If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-student ratio in grades K-3. If the parties do not reach agreement on replacement language, the District will implement the following:</p> <p>“Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.”</p>

<p>Collective Bargaining Agreement</p>	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>15.1.2 <u>Grades K-3 Class Size For 2010-2011</u></p> <p>The District and OGEA acknowledge that Education Code Sections 52121-52129 have been substantially modified for the period 2010-2011 through 2012-2013. The parties have negotiated as required by this Section 15.1 and have agreed to the following replacement contract language for 2010-2011:</p> <p style="padding-left: 40px;">“The student-teacher ratio in grades K-3 will be up to 23 to 1.”</p> <p>15.11 <u>Pupil Placement Funds</u></p> <p>The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceeds the maximums set forth in Sections 15.1 and 15.2.</p> <p>If the District must place students in a classroom that already has the maximum number of students as set forth in Sections 15.1 and 15.2, the District will provide excess pupil placement funds as described below.</p> <p>15.4.3 <u>Grades K-3</u></p> <p style="padding-left: 40px;">15.4.3.1 <u>Pupil Placement Funds</u></p> <p style="padding-left: 80px;">Effective August 1, 2001, the District will pay unit members excess pupil placement funds in the following amounts:</p> <ul style="list-style-type: none"> • \$10.00 per day for the 34th student; • \$10.00 per day for the 35th student; • \$20.00 per day for the 36th student. <p style="padding-left: 40px;">15.4.3.2 <u>Maximum Number Of Students</u></p> <p style="padding-left: 80px;">The number of students in an individual classroom may not exceed thirty-six (36).</p>

Collective Bargaining Agreement	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>15.4.4 <u>Excess Pupil Placement</u></p> <p>The first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District’s obligation to pay excess pupil placement funds arises only after the “excess pupil” has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District’s obligation to pay excess pupil placement funds is retroactive to the first date of the excess pupil’s enrollment in that classroom.</p>
<p>2010-2011 through 2013-2014</p>	<p>15.1 <u>Grades K-3</u></p> <p>15.1.1 <u>Grades K-3 Class Size For 2009-2010 And 2013-2014</u></p> <p>Because of the fiscal crisis during school years 2010-2011, 2011-2012, 2012-2013, and 2013-2014, the District and OGEA have agreed to modify class size contract language for those years. No later than February 1, 2014, the District and OGEA agree to reopen negotiations about Article 15: Class Size. If the District and OGEA do not reach agreement by April 1, 2014, the class size status quo ante for the 2014-2015 school year will be defined as follows:</p> <p>“The parties acknowledge the District’s implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District will implement the Program consistently with the Education Code and related state regulations.</p> <p>If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-student ratio in grades K-3. If the parties do not reach agreement on replacement language, the District will implement the following:</p> <p>“Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.”</p>

<p>Collective Bargaining Agreement</p>	<p style="text-align: center;">Grades K-3 Class Size</p>
	<p>15.1.2 <u>Grades K-3 Class Size For 2011-2012, 2012-2013, And 2013-2014</u></p> <p>The District and OGEA acknowledge that Education Code Sections 52121-52129 have been substantially modified for the period 2010-2011 through 2013-2014 . The parties have negotiated as required by this Section 15.1 and have agreed to the following replacement contract language for 2011-2012, and 2012-2013 and 2013-2014:</p> <p>“The student-teacher ratio in grades K-3 will be up to 30 to 1.”</p> <p>The parties acknowledge the District’s implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District will implement the Program consistently with the Education Code and related state regulations.</p> <p>If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-student ratio in grades K-3. If the parties do not reach agreement on replacement language, the District will implement the following:</p> <p>“Subject to the provisions of Section 15.4 below, the maximum number of students in any class will not exceed thirty-three (33) students.”</p> <p>15.4 <u>Pupil Placement Funds</u></p> <p>The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceeds the maximums set forth in Sections 15.1 and 15.2.</p> <p>If the District must place students in a classroom that already has the maximum number of students as set forth in Sections 15.1 and 15.2, the District will provide excess pupil placement funds as described below.</p>

<p>Collective Bargaining Agreement</p>	<p align="center">Grades K-3 Class Size</p>
	<p>15.4.5 <u>Grades K-3</u></p> <p>15.4.5.1 <u>Pupil Placement Funds</u></p> <p>Effective August 1, 2001, the District will pay unit members excess pupil placement funds in the following amounts:</p> <ul style="list-style-type: none"> • \$10.00 per day for the 34th student; • \$10.00 per day for the 35th student; • \$20.00 per day for the 36th student. <p>15.4.5.2 <u>Maximum Number Of Students</u></p> <p>The number of students in an individual classroom may not exceed thirty-six (36).</p> <p>15.4.6 <u>Excess Pupil Placement</u></p> <p>The first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District’s obligation to pay excess pupil placement funds arises only after the “excess pupil” has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District’s obligation to pay excess pupil placement funds is retroactive to the first date of the excess pupil’s enrollment in that classroom.</p> <p>Section 15.4.3 will remain in effect for the 2007-2008 school year. In spring 2008, the District and the Association agree to begin negotiating Section 15.4.3 for the 2008-2009 and future years. If the District and the Association do not reach agreement by August 1, 2008, the parties agree to reinsert the sentence, “The District’s obligation to pay excess pupil placement funds will not exceed three thousand dollars (\$3,000) per classroom” into Section 15.4.3 and that language will remain the status quo.</p>

**APPENDIX H: THE DISTRICT'S AND THE OGEA'S COMMITMENT TO
CONSULT ABOUT COMMON CORE**

**OAK GROVE SCHOOL DISTRICT
OAK GROVE EDUCATORS' ASSOCIATION**

October 29, 2013

**THE DISTRICT'S AND THE OGEA'S COMMITMENT
TO CONSULT ABOUT COMMON CORE**

The Oak Grove School District ("District") and the Oak Grove Educators' Association ("OGEA") agree that Common Core is an exciting new prospect for our students and teaching. As we continue our journey of transitioning to common core, OGEA and the District will rely on the professional experience of our educators to develop the best curriculum for our students. Highly qualified professionals are truly the best individuals to implement these changes. In this spirit, the District and OGEA commit to consult about implementation of Common Core during the 2013-2014, 2014-2015, and 2015-2016 school years to the full extent that Sections 6.7 and 6.8 of our Agreement are applicable.

The District and OGEA confirm that Sections 6.7 and 6.8 of our Agreement read as follows:

6.7 Right To Consult

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Nothing in this section may be construed to limit the District's right to consult on any other matter.

- 6.7.1 When the District has determined that any consult item covered by Section 6.7 of this Agreement will be developed into a proposal, the District will then inform the Association of its right to participate in the formulation of the proposal.
- 6.7.2 The Association may exercise its right to consult on the proposed action by requesting consultation.
- 6.7.3 Should the Association exercise its right to consult, both parties shall meet to exchange information, options, proposals, and recommendations freely and to endeavor to reach a resolution of the matter under consideration.
- 6.7.4 The Association shall have the right to make presentations and recommendations to the Governing Board prior to the Board arriving at a final determination of policy or course of action.

MP #4810-8487-7334 v1

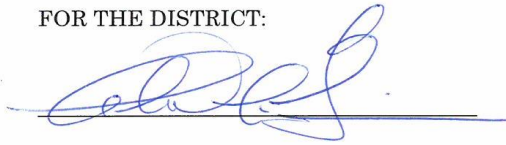
- 6.7.5 The District shall have the right to make the final decision on any matter subject to consultation.
- 6.7.6 Any policy or action adopted contrary to the Association's recommendation shall be explained in writing to the Association.
- 6.7.7 All of the rights and conditions of Section 6.7 of this Agreement shall prevail at the site level.
 - 6.7.7.1 If the matter under consideration at the site level is not resolved, the Superintendent shall consult with the Association to endeavor to reach a resolution.
 - 6.7.7.2 If the matter is still not resolved, the Association may exercise its rights under Section 6.7.4.

6.8 District Committees

The Association shall have the right to appoint at least one (1) member to serve on District committees upon which unit members serve.

- 6.8.1 By the end of each September and each January, the District shall provide the Association with a list of District committees.
- 6.8.2 When a new District committee is created on which unit members will serve, the District shall notify the Association at least two (2) weeks in advance of the relevant committee's first meeting.

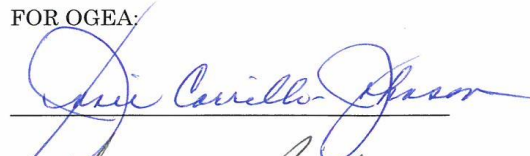
FOR THE DISTRICT:



 Maria Metzger

Date: 10/30/13

FOR OGEA:



 Lynne Martinez

Date: 10/30/13

APPENDIX I: SITE COMMON ADJUNCT DUTY LISTING

Oak Grove School District / Oak Grove Educators Association (Article 14.11)

District & Site Common Adjunct Duty Listing

9 Required District Adjunct Duties:	Staff Member Name	Description:
DEIB Committee		Attend DEIB Committee meetings and report out to staff.
District Curriculum Team		Attend DCT meetings. Report information to staff.
504 Site Coordinator (limit of 10, 504 plans per coordinator)		Coordinate and facilitate site 504 meetings.
OGEA Site Representative / Site Adjunct Duty Committee		Attend OGEA Rep Council and report information to staff; Work with Principal to finalize Adjunct Duty list and assign staff.
SST Site Coordinator		Coordinate and facilitate site SST meetings.
School Site Council Representative		Staff elected. Represent staff on Site Council.
ELAC		Attend site English learner Advisory Committee parent meeting as a teacher representative. Report information to staff.
SEMS / Safety / Emergency		Coordinate/organize emergency preparedness disaster drills for the site with principal. Inventory safety ARCC and classroom backpacks.
Sp. Ed. Leadership Committee (SELC)		Attend District meetings. Report information to staff.
Site Adjunct Duties:	Staff Member Name	Description:
After School Sports		Attend and supervise afterschool sports programs (e.g.: run clock, scoring, taking admissions, chaperone.)
Clubs (K-8)		Organize, supervise and monitor school clubs.
Dances (5-8)		Attend and monitor site dances.
Family Engagement Coordinator		Coordinates and supports schools family engagement events (e.g.: cinco de mayo, movie nights, drama nights, art nights.)
Grade Level / Leadership Team		Attend regular Leadership Team Meetings
Hispanic Parent Mtg. Teacher Rep.		Represent Staff at parent meetings.

	Home & School Club Teacher Rep.		Represent Staff at parent meetings.
	IEP Administrative Designee		Facilitate IEP meetings in the absence of the site administrator (training required to qualify)
	Koffee Klatch		Organize and advise Student Council meetings/Activities
	Leveled Book Room (K-6)		Oversee/organize operation of site bookroom.
	SST Scheduler (K-6)		Oversee SST Calendar/Schedule.
	SST Team Member (K-6)		Attend weekly SST meetings as scheduled.
	Student Council Advisor		Organize and advise Student Council meetings/activities.
	Sunshine		Social event planning / calendar.
	Tech Support (Unpaid)		Support site level technology.
	Teacher In Charge "TIC"		Serve at site level administrator in the absence of the Principal.
	CJSF Advisor		Plan, Coordinate, Monitor Student Honor Society Events
	Department Chair / LT / Fac. Cabinet		Communication loop between Departments and Administration
	Honors Night Chaperone		Plan, Coordinate, Monitor event
	Student Store		Order, inventory and sell school supplies
	IIFT (Intermediate Instructional Focus Team)		Communication loop between District and Site

* The 9 District required duties are assigned and may differ from year to year.

REV: June 10, 2020
REV: August 8, 2022

APPENDIX J: ONE TIME, LUMP SUM PAYMENT TO REDUCE THE EFFECTS OF COMMON CORE ON OGEA UNIT MEMBERS

**OAK GROVE SCHOOL DISTRICT
OAK GROVE EDUCATORS' ASSOCIATION**

June 3, 2014

TENTATIVE AGREEMENT

The Oak Grove School District ("District") and the Oak Grove Educators' Association ("OGEA") have negotiated and reached a tentative agreement on this provision of the collective bargaining agreement ("agreement"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by OGEA bargaining unit and approval by the Governing Board. Both parties agree to recommend the total package agreement to their constituents.

ONE TIME, LUMP SUM PAYMENT TO REDUCE THE EFFECTS OF COMMON CORE ON OGEA UNIT MEMBERS

For the 2014-2015 school year, the District agrees to provide \$489,000 of one time, lump sum, non-recurring funds to reduce the effects of Common Core on OGEA bargaining unit members. The District shall distribute \$44.00 per student to each school site. During a staff meeting at each school site, each school site administrator and the bargaining unit members assigned to the site shall meet to discuss and determine how to utilize the school site funds to reduce the effect of Common Core on OGEA bargaining unit members.

FOR THE DISTRICT:


FOR OGEA:



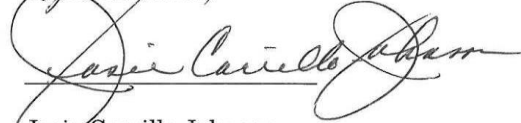
Andrew Garcia



Lynne Martinez



Maria Wetzel



Josie Carrillo Johnson

Date: 6/3/14

Date: 6/3/14

APPENDIX K: PARENT-TEACHER GOAL SETTING MEETING AND WINTER PARENT CONFERENCE

ILLUSTRATION FOR PARENT-TEACHER GOAL SETTING MEETINGS AND WINTER PARENT CONFERENCE

Parent-Teacher Goal Setting Meeting

5 minutes:

Introductions & check-in: Possible questions to ask: How are you and your family doing? How is your child doing?

5-7 minutes:

Review Standards: Distribute District provided grade level common core standards, the grade level writing anchor paper, and an online computer scored diagnostic assessment.

5-7 minutes:

Goal Setting: Ask the parents, “What do you want your child to accomplish this year - academically, socially, emotionally?” What should I know about your child? Please share your child’s strengths and opportunities for growth.

Winter Parent Conferences

This 15-20 minute time is an opportunity to share your students’ strengths and opportunities for growth and can focus on sharing progress towards the goals that were set at the beginning of the year.

A possible concept for this 15-20 minute time follows below:

- 3 minutes: Check-in, introductions, orientation to the report card.
 - Possible questions to ask: How are you and your family doing? How is your child doing?
- 5-7 minutes: Discuss students’ strengths and opportunities for growth – highlight appropriate areas on the report card.
- 5-7 minutes: Discuss students’ needed areas of growth and opportunities for goal setting for the second half of the year – highlight appropriate areas on the report card. Share resources or next steps for support.
- 2-3 minutes: Continued collaborative conversation.
 - Possible questions to ask: Is there anything you would like to share with me about how your child is adjusting to all of the change?

APPENDIX L

OAK GROVE SCHOOL DISTRICT INTERMEDIATE SCHOOL ATHLETIC DIRECTOR RESPONSIBILITIES (ARTICLE 12.5.2)

Prepare a master budget and supervise equipment inventories and purchases as needed.

Prepare a master sports calendar for each sport season.

Coordinate gym, building and athletic field use and maintain the building use calendar.

Coordinate gym use for practices and games and give final clearance for the use of either the gym or the athletic field.

Complete work order requests for field/sports area maintenance and/or complete field set-ups (softball and soccer field lining/stripping), etc.

Hire coaching staff for each sport.

Work with coaching staff and transportation to schedule all athletic departure times including driver forms if parents are driving and bus schedule/requests when using school buses.

Hire all officials for home games and play-offs.

Work with AP to secure game workers for athletic contests, including clock operators, score keepers, line judges, etc.

Submit athletic expense request sheets for payment of officials and other workers.

Coordinate the collection of rosters for program information as needed.

Act as a resource person and coordinator for all coaches.

Assist in supervision at home athletic contests.

Ready the playing fields, gym and other areas for game day (bleachers, chairs, scoring tables, cash boxes, etc.).

Mediate the resolution of problems, issues, and concerns that may arise between coaches and athletic programs students and parents.

Provide a channel through which students and the community may express their concerns about an athletic program.

Provide for in-service of coaching staff as needed.

Disseminate after-school sports materials and enforce rules and regulations, including player eligibility.

Collect, file, and notify athletes and coaches regarding student eligibility as it pertains to the after-school rules and athletic code of conduct.

Ensure adherence to all league policies, administrative rules, procedures, and codes relating to and participation in athletics.

Coordinate the ordering of uniforms and other equipment as needed.

Order post-season awards for each program.

Attend monthly athletic conference meetings.

Perform other duties as assigned.

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