COLLECTIVE BARGAINING AGREEMENT

Between the

ONTARIO-MONTCLAIR SCHOOL DISTRICT

and the

ONTARIO-MONTCLAIR TEACHERS ASSOCIATION

Board Approved on March 12, 2026

Effective
July 1, 2025–June 30, 2028

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ARTICLE I - RECOGNITION

The District hereby confirms its recognition of the Association as the exclusive representative for the following:

A. Inclusions

All regular contract certificated personnel, including regular part-time and temporary teachers, and Occupational/Physical Therapists, hired by the District under E.C. 44920.

B. Exclusions

All management, supervisory and confidential employees; all classified employees (excluding Occupational/Physical Therapists); all casual or limited term personnel, including substitutes; all hourly employees; and all temporary employees who were not hired by the District under E. C. 44920.

C. "Unit Member" Defined

The term "unit member," unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized bargaining unit.

D. Unit Clarification

The Association may seek unit clarification through Public Employment Relations Board (PERB) proceedings on new certificated classifications created and designated by the District outside the bargaining unit. Nothing agreed to herein will prevent adjustments to the bargaining unit to be made upon mutual agreement of the District and the Association.

ARTICLE II - EFFECT OF AGREEMENT

A. Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") on all matters relating to wages, hours, and other terms and conditions of employment by and between the Governing Board of the Ontario-Montclair School District ("Board") and the Ontario-Montclair Teachers Association/CTA/NEA ("Association"), an employee organization.

B. Effect Upon Board Rules

The District may determine and revise any of its rules, policies, regulations, or procedures; however, in the event of a conflict between the terms of this Agreement and any such rules, policies, regulations or procedures, the terms of this Agreement shall prevail.

The District acknowledges the right of the Association to bargain on contemplated changes by the District in negotiable terms and conditions of employment, as outlined in Government Code Section 3543.2, arising during the term of this agreement, even if they are not specified or referred to in this agreement, to the extent provided by law, subject to available defenses asserted by the District. Section A above is not intended as a waiver of this right.

C. Separability and Savings

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected hereby.

It is further agreed that within ten (10) days of receipt of notification of the rendered decision, negotiations shall commence regarding matters related to such provision.

ARTICLE III - ASSOCIATION RIGHTS

A. Access

Authorized Association representatives shall have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. The Association will make a good faith effort to provide advanced notice directly or through designee, of an upcoming visit. Upon arriving at a school, any such representative shall sign in through the established safety protocol and announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours, such as preparation periods, duty-free lunch periods, and before and after school.

B. Use of Buildings and Equipment

The Association may utilize available District facilities and authorized equipment free of charge for meeting and business purposes outside of normal unit member work hours.

C. Distribution and Posting of Materials

The Association shall have the right to distribute organizational material, electronic and written, on matters of Association concern on District property, provided it conforms to the content restriction in Section D hereof, and does not interfere in any way with District business. Organizational material may be distributed via email, staff mail boxes, or left for pickup in staff lounges and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of activities and matters of Association concern (consistent with Section D hereof) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members.

Material must be dated and must identify the person and/or organization associated with its promulgation. Upon request, the Association shall provide the Superintendent or designee a complete copy of the material to be distributed.

D. Content Restrictions

No person shall distribute material on District property or through internal systems in a manner which distracts unit members who are performing their duties. Any material to be distributed or posted must not be defamatory, incendiary, or obscene.

E. Names and Addresses

Upon request, the District shall furnish to the Association without charge a list of the names, addresses, personal emails, and listed telephone numbers of all unit members, noting the assigned work site and first date of District-paid service for each member. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties. During the school year, the District shall notify the Association quarterly of all assignment changes and transfers.

E. New Employee Orientation

1. The District provides mandated new employee orientations for all newly hired certificated employees so they are able to attend a meeting within or before their first 45 contract days.
2. Orientations may occur on Tuesdays, during the summer, after contract hours, and/or other mutually agreed upon dates.
3. Employees will be compensated in accordance with Article XIX, Section B-1, for attending orientations held outside of contract hours.
4. The District shall provide written notice of the date, time, and location of all New Employee Orientations to the Chapter President at least ten (10) work-days in advance.
5. The Association shall be provided up to one (1) hour of uninterrupted time for the New Employee Orientation prior to the question and answer session.
6. The District administration will provide a separate on-site location for the Association's time.
7. The President shall serve as the Associations representative. If the President is not able to attend, a designee shall be released from their site/department to represent the Association without loss of pay.

G. New Certificated Employee Information

Except for new certificated employees who have submitted written request pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the following information for all new certificated employees will be sent from the District to the Association President and the Ontario-Montclair Teachers Association

electronically in a mutually agreed format within 30 days of hire or by the first pay period of the District's records:

1. Name
2. Home Address
3. Personal Cell Phone Number
4. Personal Home Phone Number
5. Personal Email Address
6. Date of Hire
7. Position Description/Grade Level
8. Location
9. Employment Status (e.g. Permanent, Probationary, Temporary)

H. Organizational Security

1. Requirements

When voluntarily authorized in writing by the unit member to OMTA, the District shall deduct from the pay of said unit member monthly association membership contributions and that of its affiliates, the California Teachers Association, and National Education Association.

2. Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of this Agreement or its implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

3. Payroll Procedures

The District shall, on a monthly basis, draw funds to remit to the Association for an amount equal to the total of the dues deductions and voluntary Association contributions made during the month, and shall furnish to the Association a list of all unit members affected together with the amount deducted for each.

I. Representation Rights

As provided in Article I, the Association is the exclusive representative of the unit member. The Association shall be entitled, upon request of the unit member, to represent unit members in all matters within the scope of representation.

J. Association Leave

The President of the Association shall be entitled to a paid full-time leave, with no loss of pay or benefits for the purpose of conducting lawful Association and District business. Upon the end of the President's term, the District will utilize the Administrative Transfer process and consider the top 3 school choices from posting 1 and consider availability of open positions and make every effort to return the unit member to a previously held grade level span/department assignment.

At the request of the Association, a unit member elected or designated by the Association may at the discretion of the District and without creating precedent, be granted a paid leave of absence to attend state, regional, or national conventions or conferences. The Association shall reimburse the District for the cost of the substitute.

K. Association Business Meetings

Association meetings will be conducted on two designated Mondays each month. The Association will provide the District with a schedule of meeting dates by May 1st to avoid scheduling conflicts for the following school year. The Association may mutually schedule opportunities for District personnel to present periodically. The District shall inform the Association of the content of the presentation in advance. The District shall avoid requiring attendance that include unit members on the two designated Monday meetings after the minimum school-based assignment hours, when such attendance would conflict with Association meetings. Unit members from schools with the latest school release times shall be released prior to the minimum school-based assignment time for the purpose of attending Monday Association meetings, provided assigned pupil supervision responsibilities have been completed.

L. Board of Trustee Meetings

Association members have the right to attend and participate in Board of Trustee meetings. The District shall make a reasonable effort to avoid scheduling meetings or school events which conflict with Board of Trustee meetings.

M. Committees

It is recognized that the District, to foster professional collaboration, forms committees. The District and Association shall be represented by a variety of partners in education. To ensure varied representation on District committees, the District and Association shall appoint representatives.

N. Site Meetings

At the conclusion or prior to the commencement of the 90 minute staff meetings, it is understood that there shall be a standing agenda item for the Association representatives to share Association business.

ARTICLE IV - DISTRICT RIGHTS

A. This Article is intended to ensure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as:

1. Expanding the rights of the District beyond statutory and constitutional limits;
2. Waiving the rights of the Association or unit members under the Education Code or other statutes or constitutions; or
3. Waiving or otherwise diminishing the rights of the Association or of unit members as set forth in this Agreement.

B. Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiation in Governmental Code Section 3543.2, and also all powers and rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to:

1. Determine the legal, operational, geographical, and organizational structure of the District;
2. Determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds;
3. Determine all budget matters and procedures including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement;
4. Determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service, and activity functions assigned to each of such properties;
5. Determine the duties and types of services to be rendered; the job content and qualifications of employees; the methods, frequency, and standards of services;

performance standards; and the personnel, supplies, materials and equipment to be used;

6. Determine, subject to consultation rights of the Association under Government Code 3543.2, the educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities;
7. Select, classify, direct, utilize, promote, demote, lay off, terminate (subject to Education Code provisions) and retire any personnel of the District;
8. Assign employees to any location, and also to any facilities, classrooms, activities, academic subject matter, specialties, departments and grade levels;
9. Determine staffing patterns including but not limited to the number of employees;
10. Determine the job classifications and the content and qualifications thereof;
11. Determine the affirmative action and equal employment policies and programs;
12. Determine the dates, times and hours of operation of any District facility function, service or activity;
13. Determine the rules, regulations and policies for all employees, students, and the public;
14. Determine safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and
15. Determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel.

C. The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise and affect the welfare or working conditions of unit members.

B. Definitions

1. A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement or MOU. For concerns outside the grievance process, refer to Article XVII.
2. A grievant is a unit member or an authorized Association representative.

C. Procedures

1. Before a formal written grievance is filed, a unit member and/or designee shall reasonably attempt to resolve their concerns with the immediate supervisor through written communication or meeting describing the possible violation, misapplication, or misinterpretation of a provision in this Agreement or MOU. The timelines are suspended for school breaks in excess of 5 school days, unless there is mutual agreement between the District and the Association to proceed.
2. Level I: If no resolution is reached as per C1 above, the grievant must present such grievance in writing (see appendix) within twenty (20) duty days to the immediate supervisor. If the grievant did not have actual constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) duty day time limit shall begin to run on the date upon which the grievant knew, or could with reasonable diligence have known, of the occurrence. The written statement of the grievance shall include the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision, if any, rendered at the informal conference, and the specific remedy sought.

   A conference shall be held upon request of either the grievant or the administrator. The administrator shall communicate a decision to the grievant and

the Association in writing within ten (10) duty days after receiving the grievance and such action will terminate Level I.

3. Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his designee within ten (10) duty days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either the grievant or the Superintendent or his designee.

The Superintendent or his designee shall communicate a decision to the grievant and the Association within ten (10) duty days after receiving the appeal and such action will terminate Level II.

4. Level III (Arbitration): If the grievant is not satisfied with the results of Level II, he or she shall, within ten (10) duty days after the termination of Level II, file a written request to the Association that it submit the grievance to arbitration. The Association shall, if it desires to proceed to arbitration, so advise the Superintendent in writing within fifteen (15) duty days after the termination of Level II.

   a. Selection of Arbitrator: As soon as possible, and not later than seven (7) working days after the District receives the written notice of the Association's desire to arbitrate, the District and the Association shall attempt to agree upon an arbitrator. If no agreement is reached within said seven (7) days, an arbitrator shall be selected from a list furnished by the American Arbitration Association by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected indicates that he will not be available for hearing within sixty (60) calendar days, the District and Association shall select the arbitrator next in order from the preference list.

   b. Limitations Upon Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation,

misinterpretation or misapplication of the provisions of this Agreement with respect to what has been alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to determine disputed interpretations of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect modification of the written terms of this Agreement.

c. Arbitrator's Decision: The award of the arbitrator shall, unless extended by mutual written agreement of the parties, be rendered within forty-five (45) calendar days after the date of final submission. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the grievant, the District and the Association, subject to the Code of Civil Procedure 1282 et seq.

d. Expenses: All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

e. Expedited Arbitration: The arbitration may be held under the Expedited Rules of the American Arbitration Association upon prior written agreement between the Association and District.

D. General Provisions

1. Group Grievances

If the same or essentially the same grievance is filed by more than one grievant, then one grievant may process the grievance under this Article on behalf of the others. The final determination shall be applied to all said grievants.

2. Effect of Grievances

The filing or processing of a grievance shall not delay or interfere with any District action while the grievance is being processed. Processing and discussing the merits

of an alleged grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or arbitrable.

3. Accelerated Grievances

If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent or designee with the processing of such grievance to commence at Level II, subject to prior written mutual agreement between the Association and District.

4. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of vacation periods.

5. Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings, including C.1 herein. The District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response with the District.

6. Reasonable Released Time

Grievance meetings, normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within

such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code section 3543.1 (c).

7. Confidentiality

In order to encourage a professional and harmonious disposition of unit members' grievances, it is agreed that, from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. This prohibition is not intended to preclude interviewing of witnesses or other necessary investigation and preparation for hearing, nor is it intended to preclude general discussion of the issues that may be present in the case, so long as such discussion does not directly or indirectly identify the school, the grievant or other involved persons.

8. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

9. Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. The grievant and/or Association representative shall have access to and copies of the documents dealing with the processing of the grievance.

ARTICLE VI - WORK STOPPAGE

Apart from and in addition to any legal restrictions upon and remedies for work stoppages or lockouts, the Association and the District agree to the following:

A. Association Responsibility

Neither the Association nor its affiliates, California Teachers Association and National Education Association, nor their respective officers or representatives, shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage against the District during the term of this Agreement for any cause or dispute whatsoever, including but not limited to disputes which are subject to the grievance/arbitration provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes relating to alleged unfair practices, and disputes with other employee organizations. In the event of any such actual or threatened strike, slowdown or other work stoppage, the Association and its officers and representatives will take all reasonable steps within their control to avert or end the same. This paragraph is directly enforceable in court by the District without regard to any unfair practice procedures or proceedings.

B. Employee Responsibility

No unit member shall engage in any strike, slowdown, or other work stoppage against the District during the term of this Agreement. Any unit member who does so shall be deemed in breach of his or her individual contract of employment and shall be subject to appropriate legal proceeding.

C. District Responsibility

The District shall not engage in a lockout of unit members during the term of this agreement.

ARTICLE VII - SPECIAL EDUCATION

The District recognizes its responsibility to provide a continuum of special education programs and related services in compliance with the applicable state and federal statutes and to adhere to the regulations and requirements of the Special Education Local Plan Area (SELPA). In addition to the requirements set forth by the SELPA and applicable state and federal statutes, the Association and the District agree to the following:

A. Individual Education Plan Team Composition

1. The District further recognizes that Individual Education Plan (IEP) teams, per Education Code 56341, defined as: One (1) or both parents/guardian, not less than one (1) general education teacher, not less than one (1) special education teacher, one (1) local educational agencies representative, and other related service providers when a student is receiving services or report findings suggest eligibility for services.

B. Change of Placements

1. If the IEP team makes a recommendation to change a student's placement, the referring case carrier shall notify the potential receiving case carrier and service providers early enough to ensure every opportunity to attend the meeting. The District will provide the receiving teacher(s) and service provider(s) with pertinent information regarding a student considered for placement prior to the IEP meeting so that the receiving teacher(s) and service provider(s) can be an informed and knowledgeable member of the team.

C. Implementing Student IEPs

1. When new services by a teacher are included as part of the student's individual education program, the IEP team will define the frequency and duration of services in addition to the date services will begin. A student's IEP shall be implemented as soon as possible following the IEP team meeting.

   Excluded from this provision are special education students with an active IEP new to the District. Students will be placed in a comparable program upon enrollment in the District by a Special Education administrator.

2. Unit members will be provided support and services as specified to implement the student's IEP.

3. When an IEP team determines inclusion is the appropriate placement, or a student new to the district enrolls with an inclusion placement/service, the district will provide appropriate support (e.g., personnel, equipment, facilities, and training) as outlined on the IEP.

4. Under the general supervision of the site administrator, the unit member shall assign instructional assistants to perform duties which are consistent with the classified job description and the student's IEP. Where appropriate, the unit member shall be involved in the interviewing and training of his/her assistant(s).

5. On a voluntary basis, a unit member may supervise the administration of medication by a student which has been prescribed by a licensed physician for use by that student at school during the instructional day.

D. Collaboration and Preparation

1. On regularly scheduled minimum days, special education unit members shall be provided time for collaboration, conferencing, preparation, and attending District and site level meetings/in-services. Special Education unit members shall be released from one (1) site level meeting per month as mutually identified by site administrator and the unit member.

2. In order to facilitate the legal requirements of annually reviewing the IEP of each special education student, each special education unit member shall be provided up to five (5) days of release time each year to engage in such annual review activities as directed by the responsible administrator(s).

E. Assessments and IEP Paperwork

1. Elementary RSP teachers will receive the equivalent of one (1) day per week to complete assessments, IEP meetings, paperwork and other required non-teaching duties with the expectation that this time shall normally be one full day per week unless the RSP teacher and site administrator mutually agree to an alternative schedule.

RSP teachers at school sites that are assigned Tuesday Team Days shall be afforded an additional 90 minutes of team time during the week to make up for the difference between release time on Tuesdays and the other days of the week.

Speech/Language Pathologists shall be provided the equivalent to 3.375 hours per week of time without students assigned, for purposes such as preparation, conference, and curriculum development.

F. Meetings and Staff Development

1. The District will make a reasonable effort to hold special education support staff meetings (e.g. SLP, RSP, APE, School Psychologists, and Nurses) during the duty day.
2. The District will make a good faith effort to protect the unit members' professional time. To that end, the District will support the scheduling of IEP meetings during the regular school day. Unit members are not required to participate in IEP meetings longer than 60 minutes beyond the unit members' regular contract day.
3. When unit members are requested to attend IEP meetings called during regular instructional hours, the District shall provide for the release of the unit member from his/her assigned duties in order to attend.
4. At any time, unit members may request an IEP meeting when concerns associated with identified students are evident (e.g. lack of student progress, modification to goals and objectives, assessment(s), additional support(s)).
5. Unit members shall be provided professional development/information meetings to explain applicable Special Education legislation, provisions, and regulations during the identified Site Level and Staff Development Meetings.

G. Schedules

1. For scheduling purposes (e.g., yard duty, dismissal, lunch, etc.), all special education classes shall adhere to an age-appropriate site schedule. Prior to the assignment of a schedule, the affected teacher shall be consulted.

H. Materials and Room Environment

1. The District will make a good faith effort to provide each SLP, SDC, RSP teacher a room with reasonable space and furniture for students, aide(s) and the unit

member subject to possible constraints including the need to provide adequate housing for all students and staff at individual school sites.

2. The District shall provide each special education unit member with designated textbooks, consumables, assessments, testing protocols, and/or materials necessary to meet district curriculum and student IEP requirements.

Furthermore, the Special Education Department shall annually allot to each Special Education unit member additional funds for the purchase of discretionary educational materials, as follows:

1. RSP $350
2. SDC (Mild/Mod) $350
3. SDC (Extensive Support Needs) $550
4. Autism $450
5. Inclusion $300
6. SLP $300
7. OH $550
8. VI $350
9. DHH $350
10. APE $300
11. TOA (Early Start/SEPAT) $350
12. School Psychologist $300

Allotments shall not carry over into the following academic school year.

I. Class Size/Caseload

1. The District shall make a good faith effort to adhere to the following class size/caseload:

Class Type/Service	Caseload Cap
Mild to Moderate (SDC) Preschool/TK/Kindergarten	11
Extensive Support Needs (SDC) Preschool/TK/Kindergarten	10
Mild to Moderate Special Day Class (SDC) grades 1-8	13

Extensive Support Needs (SDC) grades 1-8	12
Autism	11
Positive Intervention	11
Speech and Language Pathologist (SLP)	55 Grades K-8 40 Preschool **1.375 weighted PK-8 Caseload based on a target of 55
Resource Specialist Program (RSP) Itinerant RSP	28 25
PK-4 Inclusion Program 5-6 Inclusion Program	8 Students per Serviced Class; Total class size not to exceed 20 8 Students per Serviced Class; Total class size not to exceed 24
Adapted P.E. (APE)	60
Visually Impaired	25
Itinerant Deaf and Hard of Hearing	30
Early Start	*16

*Early Start: The District has a grace period of twenty (20) student days at the beginning of the overage of sixteen (16) students to correct over-enrolled classes. Starting on day 21, teachers will be compensated $10.00 for each additional student contact per day, retroactive to the first day of over enrollment, and for as long as they remain overenrolled.

**SLPs who have a mixed caseload, which includes preschool students, will have their caseload weighted at 1.375 per each preschool student. The 1.375 was determined by dividing 55 by 40.

2. Supervisor of School Psychologists will monitor the workloads of each unit member and will provide additional support as he/she deems appropriate to maintain state and federal mandates at a minimal level of service. Additionally, school psychologists may request support. The supervisor shall immediately remedy the situation by initiating one (1) or more of the following actions within five (5) duty days of the notification:

   a. Reassign case(s) to another school psychologist;

b. Consultation with supervisor to review workload;

c. Collaborative meeting including site administrator; and/or

d. Review of program assignment/workload.

J. Over-Enrollment

If a class exceeds the Caseload Cap, the site administrator, working in conjunction with the unit member and the Special Education Department, will provide additional support to the unit member.

i. The District will adhere to caseload caps. If the cap is exceeded, the District shall provide additional monetary compensation. Any related service provider whose caseload exceeds the cap shall be compensated $10.00 for each additional student per day.

ii. When a special education caseload has exceeded the caseload cap by two (2) or more students, in addition to (i) above, the teacher/service provider shall notify, in writing, their site administrator and assigned special education administrator. In conjunction with the affected teacher/service provider, the district shall immediately remedy the situation by initiating one (1) of the following actions within 10 (ten) duty days of the notification:

1. Transfer the excess students to another class;
2. Opening an additional class if sufficient students are available;
3. The assignment of additional assistants to the class; or
4. Hire additional related service provider(s).

iii. Special Education Compensation for SLP in excess of caseload cap

1. Should the SLP move from one range to another for the remainder of the school year, they will receive the higher of the two amounts:

   a. Caseload range of 56-58 students (assigned within your own school or another school) will receive a one-time $1,250 stipend.

   b. Caseload range of 59-60 students (assigned within your own school or another school) will receive a one-time $2,500 stipend.

   c. Maximum caseload is 60 students being serviced.

2. For additional students added to the SLPs caseload in excess of 55, the following will apply:

a. $500 per triennial assessment, inclusive of written report and IEP participation;

b. $150 per annual review, inclusive of IEP completion and participation; or

c. if the annual review and triannual occur concurrently, only the $500 amount will apply, inclusive of IEP completion and participation.

iv. To ensure the District is compliant with required Special Education timelines, the following fees will be paid for Education Specialists, Speech Language Pathologists, and other Related Service Providers for completing additional services in addition to their assigned caseloads:

SLP

For articulation, phonology, fluency and voice cases:

Evaluation and Reports	$175 per student
IEP Development and Participation	$125 per student

For language (semantics, syntax/morphology, and pragmatics) or cases involving two or more communication areas (e.g. articulation and fluency):

Evaluation and Reports	$325 per student
IEP Development and Participation	$125 per student

Education Specialist/Related Service Providers

For academic achievement:

Evaluation and Reports	$175 per student
IEP Development and Participation	$125per student

v. To ensure the District is compliant with required Clinical Fellowship (CF) and Waivered Supervision hours, the following are compensations to be paid for Speech Language Pathologists (SLPs) supervision of CF, and Waivered candidates:

- Up to eight (8) hours monthly per CF candidate at the SLP's per diem rate; or
- Up to four (4) hours monthly per Waiver candidate at the SLP's per diem rate.

ARTICLE VIII - HOURS OF WORK

A. Minimum School-Based Assignment

The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to a day of rigidly established length.

1. The minimum school-based assignment hours shall be six and three quarter hours (6 ¾) exclusive of the unit member's regular lunch period.
2. The work day for school psychologists shall be 8 hours exclusive of the unit member's regular lunch period, with a minimum of 6.75 hours of service provided at their assigned work site and 1.25 hours may be worked remotely with approval from their direct supervisor. Per-diem rate will be calculated based on 8.00 hours. In the event that the unit member and administrative supervisor do not come to a consensus on approval to work remotely, the unit members may petition the Assistant Superintendent of such division for request of reconsideration.

Weekly instructional minutes will not exceed:

Elementary:	Pre-Kindergarten = 975 weekly instructional minutes
	TK/Kindergarten = 1125 weekly instructional minutes
	Grades 1,2,3 = 1565 weekly instructional minutes
	Grades 4,5,6 = 1625 weekly instructional minutes
	Grades 7,8 = 1625 weekly instructional minutes
Middle school:	Grades 6,7,8 = 1650 weekly instructional minutes

Within this limit, the site administrator shall determine class schedules, lunch schedules, and the arrival and departure times for each unit member. The site administrator shall consult with the staff or individual unit members regarding proposed schedules or changes in schedules, and the site administrator's determination shall not be arbitrary, capricious, or vindictive.

Permit teachers assigned to the preschool program shall be assigned on-site duty hours, determined by the District, according to fiscal capabilities and program needs, but their hours shall not exceed the hours of regular teachers.

The District shall maintain a minimum staff of eight (8) FTE nurses for the duration of this agreement.

Unit members may be released from the above minimum school-based assignment obligations, at the discretion of the site administrator and without creating any precedent, in order to visit the Resource Center, attend District committee meetings, or for any other purpose related to their assigned duties.

B. Minimum Pupil Days

For parent conference week, Back-to-School Night, Open House, two (2) minimum days for report card/conference preparation, and one (1) mutually identified Community event, school sites shall schedule instructional days that do not exceed 255 minutes in length. The minimum days shall be scheduled on the days of the events or on other instructional days mutually agreed upon by site administration and site unit members; the immediate supervisor will release unit members after classes on the agreed upon minimum days.

C. Adjunct Duties and Instructional Duties

In addition to assigned classroom teaching duties, unit members may be asked to perform a variety of duties in support of student learning. Many of these will occur outside of the minimum school-based assignment hours, and some may be performed away from the worksite after hours.

1. Adjunct Duties: Unit members may be assigned adjunct duties that involve supervision or assistance with a specific student-centered social or recreational activity (e.g., dances, parent nights, school events, etc.).

   Site administrators in collaboration with the unit members, shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff, taking into consideration staff strengths and interest, with teachers' preference given high priority. Unit members who are asked and agree to perform duties during Saturday events will be time carded for this support.

2. Instructional Duties: These duties may include preparing materials for instruction; reviewing and grading work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; developing documents for student referrals; generating reports and evaluating student data; supervising aides as assigned; and attending site level meetings, subject to the limitations specified

in section D. The District shall make a good faith effort to provide teachers time to complete many of the above mentioned instructional duties.

3. The duties set forth in this section are listed by way of example rather than limitation; however, it is understood that other duties must be reasonably comparable in nature to the above-listed examples. Unit members in non-classroom assignments shall continue to support both adjunct and instructional duties appropriate to their assignments.

D. Site Level and Staff Development Meetings

Prior to the start of the academic school year, as well as throughout the year, the site administrator shall consult with the staff regarding the content of professional development.

1. Site Level and Staff Development Meetings shall adhere to the following configuration and durations:
   a. Two (2) Tuesdays per month up to 90 minutes;
   b. 1st and 3rd Tuesdays, where holiday and Parent/Teacher conferences conflict, and alternate date will be identified by the District and Association;
   c. One (1) Mandated Training as identified by local, state and federal agencies (start of year);
   d. One (1) End-of-Year (i.e., cumulative student folder); and
   e. All Preschool Teachers working in the State preschool program will attend one (1) Mentor meeting per month in lieu of a scheduled site meeting.
   f. Within the beginning of the year prep days, site administrative led meetings will not exceed four (4) hours in length.

Prior to the start of the academic year, the District and the Association will determine the weekdays reserved for site level and/or district meetings and publish a site meetings calendar. Under special circumstances, the calendar for meetings can be deviated from with the approval of the District and the Association.

When such meetings occur on an early-release Tuesday, the meeting shall not extend beyond the contract day. When such meetings occur on regular instruction days—in accordance with the site meetings calendar—the meeting shall not exceed an hour and one half in duration.

Meetings (e.g. committee meetings, SST meetings, IEP meetings) extending beyond the normal minimum school-based assignment hours shall not require more than two (2) hours, excluding staff meetings, of unit member attendance in any calendar month.

Exceptions to the above may be made in the event of an extraordinary circumstance.

E. Lunch, Breaks, and Preparation Periods

Each unit member shall receive a daily, uninterrupted duty-free lunch break of not fewer than thirty (30) minutes at middle schools and not fewer than forty-five (45) minutes at elementary schools, as scheduled by the immediate administrator, except when there are unscheduled fire drills or other such emergencies. In the event of inclement weather, site administration will ensure each unit member has a duty-free lunch as described above. The forty-five (45) minute lunch at elementary schools may be reduced to a thirty (30) minute lunch during conference weeks, Back to School, Open House, and other identified minimum days as mutually agreed upon by site administration and site staff.

Each full-time Middle School teacher shall be afforded no fewer one scheduled class period daily as a preparation period, except when there are unscheduled fire drills or other such emergencies.

The District shall assign sufficient additional personnel to provide not fewer than seventy (70) preparation periods per school year to full-time elementary classroom teachers grades 1-8 (excluding Middle School) . The preparation period shall normally be one (1) class period per week of an hour (60 minutes) per teacher, or in the case of scheduling difficulties, no fewer than fifty (50) minutes without reducing student instructional time. Preparation period time may be shorter on minimum pupil days. The number of preparation periods for teachers working fewer than 184 days will be prorated.

If a teacher is not provided his/her scheduled preparation period due to the absence of the curriculum support teacher and a shortage of substitutes, the preparation period shall be rescheduled. Normally, this will be rescheduled within five (5) instructional days.

Preparation periods for unit members shall be used for job-related work, teacher-directed preparation for classes, and preparation of teaching materials.

Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.

A unit member whose classroom and supervision duties would otherwise require working through a half day shall be permitted a relief break.

F. Period Substitute Pay

Each site will address the need for coverage in the event that a substitute is not available. This will include the following procedures:

For Middle Schools: In the event that non-classroom certificated staff is unavailable, the administrator will first ask for volunteers. If no one volunteers for a particular period, the administrator may assign unit members, provided that such assignment is done in an equitable manner from among all available unit members.

Classroom unit members shall be paid 1/5 of Column A, Step 1 daily rate for each period of coverage they provide. Non-classroom, certificated unit members may provide substitute coverage for no more than five (5) periods in one week without compensation. If such substitute coverage is required for more than five (5) periods in one week for non-classroom, certificated unit members, said unit members shall then be compensated 1/5 of Column A, Step 1 daily rate for each period of coverage they provided in excess of five (5) periods per week.

For Elementary Schools: In the event that non-classroom, certificated staff is unavailable, the administrator shall divide students among other classrooms in an equitable fashion that will have the least impact on the instructional program. Unit members shall be compensated Column A, Step 1 daily rate, divided by the number of unit members who provide coverage. If the coverage is for less than one (1) instructional day, the amount shall be prorated. Non-classroom, certificated unit members may be required to provide substitute coverage for no more than one (1) instructional day per week. If such substitute coverage is required more than one (1) instructional day per week for non-classroom certificated staff, said unit members shall also be compensated Column A, Step 1 daily rate for coverage they provide in excess of one (1) instructional day per week.

For Preschool: In the event that a substitute is not available to cover the classroom of an absent Preschool Permit Teacher, another active Permit Preschool Teacher, may be assigned by the site administrator to instruct the classroom no more than four (4) times each month and be paid at Column A, Step 1 of the unit member's contracted salary schedule daily rate for coverage provided. If the coverage is for less than one (1)

instructional day, the amount shall be prorated. In these instances of the Permit Teacher covering both sessions, a 30-minute duty-free lunch will be provided.

Non-Classroom – Unit members shall be compensated at the substitute rate as indicated herein.

G. 7-Period Day

A site administrator may propose a 7-Period Day as an option with a three-quarter vote (75%) from certificated staff. Schools who implement this model, shall commit to a minimum of a two (2) year term, prior to soliciting a new vote to continue the model. The 7-Period model implementation is contingent on it being fiscally responsible for the District to support annually.

H. TK-8 Grade Sites

Each unit member shall receive five (5) preparation periods per week for identified middle school model configurations such as 7-8 or 6-7-8, where grade 6 is included in the middle school model. (Excluding On-line Academy) as follows:

1. The preparation period shall normally be one (1) class period per week (or no fewer than 50 minutes) per teacher at identified grade levels.
2. In exchange for recess, a nutritional break or passing periods equivalent to ten (10) minutes will be provided
3. Preparation period time may be shorter on minimum pupil days (i.e. Open House, conference week, etc.).
4. Each participating unit member shall receive a daily, uninterrupted duty-free lunch break of not fewer than forty-five (45) minutes, as scheduled by the immediate administrator, except when there are unscheduled fire drills or other such emergencies. In the event of inclement weather, site administration will ensure each unit member has a duty-free lunch as described above. The forty-five (45) minute lunch may be reduced to a thirty (30) minute lunch during conference weeks, Back to School, Open House, and other identified minimum days as mutually agreed upon by site administration and site staff.

I. Special Education Classes

The District shall make a good faith effort to start and end all special education classes at the same time as the regular classes at the site where the special education class is situated.

J. Teaching General Education Combination Classes

In order to facilitate a general education elementary, self-contained rostered classroom with two grade level curriculums, a unit member assigned to a combination class shall be provided up to three (3), one per trimester, mutually agreed upon days of release time each year to engage in planning and preparation.

K. Transitional Kindergarten/Kindergarten Share Time

Unit members teaching transitional kindergarten/kindergarten classes will provide instructional support for sixty (60) minutes each regular day with their own students, other transitional kindergarten/kindergarten students, or other primary grade students. Transitional kindergarten/kindergarten teachers will work collaboratively to develop a plan, or may submit their own written plan, subject to the approval of the Association and District.

L. Assigned Days of Work

The total number of assigned days of work for different classes of certificated full-time unit members is:

Full time 184 days:

- Classroom Teacher
- APE
- Support Provider
- Elementary Music
- Nurse
- Counselor and Outreach Consultant (CORC)
- Outreach Consultant (ORC)
- RSP
- Speech Language Pathologist (SLP)
- Teacher on Assignment
- Counselor-Middle School
- Instructional Coach
- School Psychologist -193 days
- OMTA President – 197 days

Any unit member whose regular contract assignment requires additional days shall be paid on a pro-rata per diem basis for any days beyond 184 in which they are expected to

complete work regularly assigned to the position. School psychologists are the exception at 193 days.

The work year of unit members employed in positions funded through Categorical/Grant programs will be determined by the requirements of the program/Grant.

M. Job Sharing

Job sharing shall refer to a District approved assignment in which two (2) unit members share one (1) full-time position. Job sharing assignments shall be filled only by unit members who have at least three (3) years of successful teaching or professional experience and have jointly agreed to work together and have submitted the district form, to the Superintendent or designee, who shall have the right to approve or deny the job-sharing request. The District shall provide a minimum of 45 days' notice of application due date.

1. Process for Assignment: Unit members shall submit a written proposal to the Superintendent or designee for approval to participate in job sharing. This proposal must be received on or before the District's designated due date.

   Unit members shall be informed of the status of their proposal within ten (10) duty days of the District's designated due date.

2. Compensation: Participants shall be placed appropriately on the unit member's salary schedule, receive a prorated portion of the individual's yearly salary, and be given appropriate added increments for advanced degrees or longevity.

   Unit members working in such positions for at least 50% of a full-time assignment shall receive one (1) step increment for each year of job sharing.

   Unit members working less than 50% of a full-time assignment shall receive a one (1) step increment after accumulating at least 75% of the work days designated for a full-time assignment. These incremental units of service credit may be accumulated over multiple years.

   Vertical movement will occur in July or at the mid-point of their work year.

3. Benefits: Unit members working in such positions shall receive a prorated amount of health, welfare, and leave benefits. Contributions to the State Teachers' Retirement System shall be proportionate to the time served and the salary earned.

4. Return to Full Time: Part-time unit members who hold full-time permanent status shall be transferred to full-time employment at the beginning of the school year provided they have informed the employer of their desire to do so prior to April 15.

N. Part-Time

Part-time assignments shall refer to a District approved assignment in which a unit member is permitted to work in a part time capacity. Unit members who wish to work part-time will be given a good faith effort opportunity by the District. If they wish to return to full-time work, they will inform the District by April 15.

ARTICLE IX – MATERIALS/SPACE

A. Allotment for Materials

All Unit Members will be provided basic appropriate consumables, such as paper, pencils, pens, crayons, markers, erasers, glue, tissues, etc. Furthermore, the District shall annually allot to each school additional funds as follows:

1. Elementary School Teachers: The District shall allot an amount equal to $18.00 per enrolled child for the purchase by elementary education teachers of discretionary instructional materials. The funds shall be apportioned on a per pupil basis for all classroom teachers (including Special Day Class (SDC), Inclusion, and Preschool). The apportionment allotted for Resource Specialist Program (RSP) teachers, Speech Language Pathologists (SLP), Visually Impaired (VI) teachers, Deaf & Hard of Hearing (DHH) teachers, Adaptive Physical Education (APE) teachers and School Psychologists is addressed in Article VII, Section G.

   Allotments shall not carry over into the following academic school year.

2. Middle School Teachers: The District shall allot an amount equal to $18.00 per enrolled child for the purchase by middle school teachers of discretionary instructional materials. The funds shall be apportioned to each classroom teacher (including SDC and Inclusion) by dividing the amount on an equitable basis. The apportionment allotted for Resource Specialist Program (RSP) teachers, Speech Language Pathologists (SLP), Visually Impaired (VI) teachers, Deaf & Hard of Hearing (DHH) teachers, Adaptive Physical Education (APE) teachers, and School Psychologists is addressed in Article VII, Section G.

   Allotments shall not carry over into the following academic school year.

3. New Teachers: Teachers new to a site will also be allotted classroom materials and supplies, such as staplers, scissors, rulers, etc. necessary for classroom set up.

4. Out of Classroom Teachers: Out of classroom teachers will be allotted reasonable materials in order to fulfill their essential duties.

B. Storage and Workspace

The District will make a good faith effort to provide all unit members a room with reasonable dedicated and secured space, storage, and furniture for students, aide(s) and the unit members. Unit members with special program needs may be allocated additional appropriate storage space as needed.

C. Music Classes

The District will make a good faith effort to provide music teachers with reasonable space, furniture and appropriate storage space.

D. Confidential Space

When provided a reasonable notice, the District will identify a confidential space for unit members to conduct assessments and convene IEP meetings.

ARTICLE X - CLASS SIZE

A. Pupil/Teacher Ratios

The District shall meet the following pupil-teacher class maximums, subject to possible constraints such as staff availability and classroom space:

1. Transitional/Kindergarten Goals: 23.5 pupils per class average per school, with the maximum 24.
2. Elementary Goals: (Grades 1-8): 28 pupils per class average per school, with primary grades (1-3) averaging 25, maximum 26; and with intermediate grades (4-6) averaging 29, maximum 31. Combined grades K/1 or 3/4 are covered by the primary ratio.
3. Middle School Goals: (Grades 6-7-8, where grade 6 is included in the middle school model): 31 pupil contacts per class period average with a daily pupil contact maximum of 155, and a per period of maximum 32 with the exception of physical education and other traditionally large group classes. For physical education, 45 pupil contacts per class period average with a maximum of 50 per class with a daily pupil contact maximum of 225.
4. The District will make a good faith effort to ensure classes at each site are equitably balanced and meet the requirements of the program

B. Exclusions

Excluded from the above goals and maximums are:

1. Those classes that are participating in a State Class Size Reduction (CSR) program.
2. Traditionally large group classes or experimental instruction such as instrumental or vocal music, situations in which two or more individual classes are assembled together for special instructional purposes, modular or team-teaching situations, leadership and other similar situations.

C. Enrollment Reporting

Analysis of individual class sizes, including SDC, shall be based on monthly school enrollment reports. Education aides are not to be counted as teachers for purposes of these computations. The Association may request enrollment reports when necessary.

D. Over-Enrollment

Analysis of individual class sizes shall be based on monthly school enrollment reports. Teachers whose class-size average remains over the stated limits shall be compensated in accordance with the following:

1. Beginning of School Year: The District has a grace period of twenty (20) student days at the beginning of the year to correct over-enrolled classes. Starting on day 21, teachers will be compensated $10.00 for each additional student contact per day, retroactive to the first day of over enrollment, and for as long as they remain overenrolled.

2. Compensation Mid-Year: After the grace period referenced above, any general education teacher whose daily student contacts exceed the maximum allowed for a period of ten (10) consecutive days shall be compensated $10.00 for each additional student contact per day and shall be paid retroactively to the first day of over-enrollment.

ARTICLE XI - TRANSFER PROCEDURES

A transfer is defined as the relocation of unit members from one school site or administrative unit to another. Transfers fall into two categories: 1) Administrative or involuntary transfers that are initiated by the District, and 2) transfers that are initiated at the request of the unit member on a voluntary basis. All transfers are subject to the following procedures:

A. Posting of Openings

1. An opening is defined as a position at a school location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or temporary employee. This District shall have the sole authority to determine when and where there is an opening.
2. The District will post via email to all unit members a notice of opening which occurs during the school year or summer session. Each notice shall state a deadline for applications which shall be not fewer than ten (10) working days after posting. The opening shall not be filled prior to such deadline.
3. When openings occur at the beginning of the school year due to an underestimation of enrollment at a school, then such openings may be filled by administrative transfer (see Section B) without using the posting requirement established herein.
4. The District may, in cases where an opening occurs after the school year has commenced, fill such position(s) on an interim basis with a newly hired regular unit member without following any posting procedures. Assuming such a position is to be retained for the next school year, it is to be posted no fewer than (twenty) 20 calendar days prior to the last duty day of that assignment. First opportunity to interview will be given to administrative transfers, second to voluntary transfers, and third to a new employee.

B. Administrative Transfers

1. After February 1st no unit member(s) shall be transferred because of declining enrollment at their school site unless there is a corresponding need at another site.
2. When the District initiates a transfer, all unit members being administratively transferred including those who volunteered to be administratively transferred, shall be afforded a meeting with HR for the purpose of reviewing available

openings and the unit member's placement preferences. If desired, administrative transfers will have the first opportunity to interview for available openings. When a choice of positions is possible, unit members may indicate an order of preference for appropriate consideration.

3. Should administrative transfers of unit members be initiated due to declining enrollment following the start of the school year, placements will be made based on available openings and selection opportunities will be offered to unit members as applicable.

4. An opportunity must be provided for the unit member to meet with the administrator/supervisor recommending the transfer prior to affecting the proposed transfer, and to be advised in writing of the reasons for recommending such transfer. A copy of this written notice shall be placed in the unit member's personnel file. The unit member may file a written response to the reasons given. This response may be placed in the unit member's personnel file for record purposes only with the written permission of the unit member.

5. Reasons for Initiating Administrative Transfers

Transfers shall be made only for educational program reasons, such as the examples listed below, and shall not be made for vindictive, capricious or arbitrary reasons.

a. Placement of Unit Members Returning from Leaves or Categorical Aid Programs

b. Instructional Program Needs

This category is intended to cover changes in pupil enrollment, in programs or in curriculum, as well as acknowledge the need for particular instructional skills, experience or specialized services. It also includes situations where another school has a greater need for an employee's specialized services than does the school of current assignment.

c. Opening and Closing of Schools

When a new school is to be opened, all proposed vacancies to be filled shall be posted. Whenever possible, selections will be made on the basis of voluntary transfer.

However, when an opening of a school is accompanied by the closing of a school or grade level eliminations within a school, those unit members being displaced shall be accorded first preference in interviewing at the school being opened.

The closing of a school will require that all members assigned to the school that is to be closed will be given preference in interviewing for available openings in accordance with the procedure authorized in Part A of this Article.

The District should make the final decision to close a school as early as practicable and not later than July 1, except in extenuating circumstances.

d. Certification Adjustment

From time to time it may be necessary to transfer a unit member when it is determined that the assignment is in violation of credential authorization.

e. Performance Renewal

A unit member may be transferred in order to provide a reasonable opportunity for an improvement of performance.

f. Specially Funded Program Comparability Requirements.

C. Selection of Personnel to be Administratively Transferred

When an administrative transfer is deemed necessary under Paragraph B.3, the District shall abide by the following procedure:

First, administrators at affected sites will solicit volunteers. If and (when) there are insufficient qualified volunteers, administrators shall base their selection of personnel for administrative transfer upon unit member seniority unless they can provide justification that a specific transfer would negatively impact students because the programmatic expertise of a less senior unit member is crucial for the continued success of a current curriculum/instructional program or because the credential held by a less senior member is essential to the immediate program needs of his or her present site.

During the annual staffing process, Posting 1, the unit member identified as an administrative transfer in the current year, may exercise their right to remain at their current site within the same year should a classroom vacancy become available 20 duty days prior to the last day of school.

If and when a transfer is required mid-year, administrators shall follow the same transfer protocol outlined above. However, in the case of mid-year transfers, in addition to programmatic expertise and credential authorizations, administrators shall consider the number of staff moves involved in the new assignment(s) and/or reassignment of pupils so as to create the fewest reassignments of staff and/or pupils at the site.

No unit member may be administratively transferred more than once every three (3) years, except in the event of a school closing, program change, or credential restriction. No unit member shall be transferred solely because he/she has applied for a leave of absence.

D. Transfers Initiated by Unit Members

All unit members who have initiated a voluntary transfer have the right to apply for any posted opening for which they are qualified. Any unit member who has completed the appropriate Transfer Request Form shall have the opportunity to interview for at least one position that is reflected on their request form. Unit members will be responsible for making the contacts with the site administrator(s) for an interview and that interview will be granted within a reasonable time up to and inclusive of the first week of Posting #2. At any other time, a unit member may contact Human Resources to determine where openings exist. Each unit member who applies for a posted position shall be granted an interview or written notification, upon request, stating why he or she was not interviewed.

Anyone granted an interview but not selected shall, upon written request, be notified in writing within ten (10) days as to the reasons for the denial.

The filing of a Request for Transfer shall be without prejudice to the unit member, and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving administrator, the applicant and the Personnel Division concur to the transfer.

The District will provide support to move all appropriately labeled and packed boxes to the new site.

E. Non-Transfer Assignment Changes

1. Assignment Preferences: Assignment change is defined as a movement within a school between subject area or grade level or site assignment. In developing tentative assignments, administrators shall:

   a. Request and consider the unit member's top three (3) assignment preferences for the ensuing school year;

   b. Consider frequency and span/variance of assignment changes;

   c. Prior to making any decision regarding a change in assignment or declining a request of unit member preferences, the immediate administrator or their designee will discuss the proposed assignment with the unit member.

   d. The administration will provide each unit member with a written statement of their tentative assignment at least 15 duty days prior to the unit member's last scheduled pupil day within the unit member's contractual hours.

   e. If the unit member objects to the proposed change, the unit member may request and receive a written statement of the assignment, noting reasons for the assignment change, if applicable, grade level/subject, location, and effective date.

   f. It is understood that unforeseen conditions impacting the instructional program may affect the assignment change.

2. Non-Voluntary Room Changes: When it becomes necessary, for programmatic reasons, to relocate a unit member to another room at the same site, the District/Site will supply sufficient boxes and packing tape to complete the move. The administrator and unit member will agree to a plan for the move and document the agreement in writing. However, no unit member can be compelled to work beyond the school year.

   If the move occurs during the school year, the unit member will be provided non-teaching release time of up to four (4) instructional days to move.

   If the move occurs beyond the contractual year, the unit member will be paid per Article XIX B1 - Compensation for Special Assignments, not to exceed the equivalent of four (4) workdays.

The District will provide custodial support to move all appropriately labeled and packed boxes, administratively approved furniture, and required texts to the new room

F. Assistance in Assignment Change and/or Administrative Transfer

When there is an assignment change and/or administrative transfer within the school year, a unit member will be provided a reasonable period of non-teaching release time of up to four (4) instructional days. Upon mutual agreement, if the move occurs beyond the contracted day, the unit member will be paid per Article XIX B1 - Compensation for Special Assignments, not to exceed the equivalent of four (4) workdays.

The District will also furnish reasonable assistance to move personal teaching materials and equipment.

ARTICLE XII - EVALUATION PROCEDURES

A. General Provisions

1. Evaluation is a procedure for the appraisal of an employee's performance and Professional growth based on the criteria set forth in the California Standards for the Teaching Profession (CSTP). Evaluations are conducted to maintain and improve the quality of education in the District.

2. The site/department administrator will designate the evaluator and provide notification to the unit members by the 20th duty day of school withing the unit member's contractual hours. The designated evaluator will meet with unit members to collaboratively discuss the various forms of evaluation available. Taking the unit member's input into consideration, the evaluator shall determine the form of evaluation to be used by the 30th duty day of school within the unit member's contractual hours.

3. Whenever a designated evaluator is unable to complete the evaluation after the initial notification occurs, the unit member may be evaluated by the identified evaluator's replacement or by a designated administrator. One additional observation/conference may be scheduled when a new evaluator is assigned later in the year. (Refer to Section D1/E3). If a bargaining unit member is on long-term leave during a scheduled evaluation year, he/she may be evaluated in the first full year he/she returns from leave.

B. Forms of Evaluation

1. Formal Observation: A procedure which shall include ongoing assessment of Standards for the Teaching Profession through the use of observations and evaluation conferences. For non-teaching staff, an evaluation procedure shall be based upon established criteria and/or standards through the use of observation(s) and evaluation conference(s).

2. Alternative Evaluation: A procedure which provides an alternative to the Formal Observation and/or the ongoing assessment of Standards for the Teaching Profession through the use of alternative evaluation. For non-teaching staff, an

alternative and established procedure may be utilized upon mutual agreement between the unit member and supervisor.

C. Frequency of Evaluation

1. Probationary and temporary unit members shall be formally evaluated each school year, using Formal Observation, until they attain permanent status.
   a. Probationary and Temporary unit members who have been identified by Human Resources as not returning for the subsequent year, may decline to participate in the remaining formal observation(s) and the final evaluation conference with the understanding that the evaluation form will be issued and signed.
   b. Permanent unit members who have been identified by Human Resources as not returning for the subsequent year, may decline to participate in the formal observation/evaluation process.
2. Permanent unit members shall be evaluated at least every other school year.
3. Upon agreement of the evaluator and the unit member, unit members shall be formally evaluated at least every four (4) years if they have permanent status, have been employed by the District at least ten (10) years, are "highly qualified" and have consistently met federal, state or locally adopted standards.
4. In determining the frequency of evaluation, informal observations, the use of multi-faceted evidence of teacher practice, student learning, and professional contributions will remain consistent with I.2.
5. All evaluation cycles shall remain in effect through their identified dates.

D. Formal Observation Method and Procedures

1. The District shall ordinarily conduct three (3) formal observations, each of which shall normally extend for a period of not fewer than thirty (30) minutes and shall be scheduled with the unit member at least two (2) duty days in advance. With agreement of both the unit member and the evaluator, the number of formal observations may be reduced to two (2) or one (1) in cases of obvious satisfactory performance by permanent unit members. If the evaluator schedules additional observations, the unit member may submit a written request for explanation, and receive a written rationale from the identified evaluator.

2. The scheduled formal observation may include a pre-observation conference, and shall include a post-observation conference, with a written report to the evaluatee, within five (5) duty days unless an alternate timeline is mutually agreed upon.
3. In the event a formal observation is postponed by the evaluator, the bargaining unit member shall not be compelled to submit an additional pre-observation form.
4. A unit member whose formal observation demonstrates evidence of practice(s) not meeting standards in one or more areas is entitled, upon the unit member's request, to at least one additional observation, including a pre-observation conference, addressing the identified area(s).

E. Alternative Evaluation Methods and Procedures

1. The alternative evaluation may be used if the following criteria are met:
   a. The unit member and evaluator agree to the alternative method used;
   b. The unit member has received permanent status; and
   c. The unit member has two (2) consecutive satisfactory evaluations.
2. The following options are available as Alternative Evaluation methods
   a. Peer Coaching Method: Teachers collaborate as coaching partners in a reciprocal, confidential, teacher-directed process of pre- conferencing, data gathering and analysis, and post conferencing. Activities are directed toward goals collaboratively agreed upon with the designated evaluator at the start of the collaborative process.
   b. Professional Portfolio Method: A systematic, organized and ongoing collection of evidence and artifacts used to demonstrate growing competence in the standards of the teaching profession. Reflection, collaboration, and reassessment are essential elements in the process of creating a portfolio.
   c. Action Research Method: A study of practice through disciplined and focused inquiry resulting in the deeper understanding that the analysis of relevant data can provide. The focus and method of data gathering is collaboratively determined between the evaluator and teacher.
3. The District shall ordinarily conduct three (3) alternative evaluation progress conferences. If a unit member is not demonstrating evidence of progressing towards

meeting the Alternative Method standards, a written summary shall be provided within five duty days. If the evaluator schedules additional conferences, the unit member may submit a written request for explanation, and receive a written rationale from the identified evaluator.

4. A unit member whose alternative evaluation demonstrates evidence of practice(s) not meeting standards is entitled, upon the unit member's request, to at least one additional alternative evaluation progress conference, to address the identified area(s).

F. Informal Observations

The purpose of the informal observation is to provide additional information and ongoing feedback between the evaluator and the unit members as it regards the unit member's performance and professional growth based on the criteria set forth in the federal, state or locally adopted standards. The informal observation is not normally intended to result in formal documentation; however, it may be used to inform the Final Evaluation Report.

G. Performance Assistance

In the event that practices not consistent with standards are identified, the administrator shall take positive action to assist the unit member in correcting the identified practices. The administrator's role to assist the unit member may include, but is not limited to the following:

1. Specific recommendations for improvement;
2. Direct assistance to implement such recommendations;
3. Additional resources to be utilized to assist with improvement;
4. Assistance with data analysis;
5. Observations;
6. Professional development;
7. Visitations to other sites;
8. Formal Written Assistance Plan: If a Formal Written Assistance Plan is deemed necessary, a copy shall be provided to the unit member.
9. PAR (see Appendix F)

H. Final Evaluation

1. In preparing the Final Evaluation Report for placement in the unit member's confidential personnel file, the evaluator shall rely primarily upon data and evidence generated through the evaluation method selected. Any practices not meeting standards that may have been brought to the attention of the unit member and subsequently corrected shall not be included in the final evaluation form.
2. The Final Evaluation Report shall be completed and a copy provided to the evaluatee, at least 20 duty days prior to the last duty day within the unit member's contractual hours.
3. No fewer than 10 duty days prior to the unit member's last duty day of the school year, a final evaluation conference shall be held to discuss the content of the Final Evaluation Report within the unit member's contractual hours. In the event the unit member disputes the content, the unit member may prepare a written statement that shall be attached and incorporated into the final evaluation.

I. Guidelines

1. The criteria for evaluation shall be based on the Education Code (E.C.), Sections 44660-44665 and/or federal, state or locally adopted standards.
2. Consistent with I.1 above, the criteria for every unit member evaluation shall include the use of multi-faceted evidence-based practices, student learning, and professional contributions.
3. In accordance with E.C. 44662 (e), the evaluation of teachers shall not include the use of publisher's norms as established by standardized tests.
4. The standardized test scores of individual classrooms shall not be made public, nor shall any identifiable personal information from test scores be available, except to the evaluator and related bargaining unit members, unless required under the law.
5. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to impact.
6. The evaluation of unit members pursuant to this Article shall not include or be based upon the success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

7. Unit members shall not participate in the evaluation(s) of other unit members.
8. Value Added Measures may not be considered in evaluations.
9. Formative Assessment is focused on the process of increasing knowledge and improving professional practice. The focus is on assessing ongoing activities and providing information to monitor and improve a bargaining unit member's teaching practice. The state-adopted criterion referenced assessment data may be used as part of formative assessment.
10. Summative Assessment is focused on outcomes. It summarizes the development of a bargaining unit member's practice at a particular point in time and shall include multiple sources of evidence about teacher and student learning, such as: portfolios, checklists, lesson plans, observations, self-assessments, surveys, and student work samples. The state-adopted criterion referenced assessment data may not be used as part of summative assessment.

ARTICLE XIII - LEAVES OF ABSENCE

A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense pursuant to the terms of the insurance plan, provided they make advance payment of the premium in a manner reasonably required by the district.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

A leave protects the unit member by holding a place in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained.

There is, however, no assurance when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be in the school or administrative site where such unit member was assigned when the leave was authorized.

Unit members who are on a part-time regular assignment shall be entitled to leaves of absence in the same ratio that their employment bears to full time employment.

A unit member who calls in to report his or her absence, may request a particular substitute, and such request shall be honored unless said substitute is unavailable, unacceptable to the site administrator, or does not meet the requirements for the position.

Unit members may also notify the District as to their appraisal of a substitute's performance and ability.

A unit member who intends to return from an extended absence must contact the school or site prior to student departure on the day preceding the return. If he or she is unable to make such a determination at that time, the District must be notified pursuant to local site procedures not later than 5:30 a.m. One who fails to notify the District of intention to return to duty before 5:30 a.m. of the day of intended return shall not be permitted to return to duty and shall be charged with one additional day of absence, assuming that the District has hired a substitute for the day.

Unit members on a long-term leave must comply with all Personnel Office procedures relating to giving notice of intended return and to return as scheduled unless they have made alternative arrangements agreeable to the District.

Those who fail to give such timely notice to return as scheduled may be deemed to have resigned and abandoned their right to return. The Personnel Office shall be entitled to use the employee's address of record in order to send notice of any such procedures.

For unauthorized absences, the District shall deduct a salary amount equal to the ratio of days absent to the days of required annual service.

B. Medical Clearances and Examinations

1. Upon return to active service, the unit member shall complete the Employee Absence Report.

2. A unit member whose absence under this section exceeds seven (7) consecutive duty days shall, upon request, submit a statement from an appropriate medical doctor and/or licensed practitioner, stating the reason for the absence and indicating an ability to return to her/his position without restrictions or detriment to the unit member's physical and emotional well-being. If such a medical clearance is required from a District-designated doctor, it shall be at District expense.

3. The District may require verification of an absence of less than seven (7) consecutive duty days if the District has reason to believe that the sick leave provisions of this Article have been abused.

4. Notice to the District of intended return to duty must conform to section A of this Article.

C. Paid Leaves

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplement (fringe benefit) coverage, and retirement credit, the same as if they were not on leave.

1. Sick/Disability Leave

The purpose of sick/disability leave utilization, except as provided elsewhere in this contract, shall be for personal illness, disability (including pregnancy disability) or for legally established quarantine. (See also Maternity/Paternity Leave, Family Illness).

Unit members who are employed full time shall accrue one day of sick leave for every eighteen days of regularly scheduled service.

School Psychologists shall accrue 11 sick leave days. This figure is calculated by dividing the School Psychologist's 193 work days by 18, yielding 10.72, which is then rounded to the nearest whole number.

Unit members who work less than full time shall accrue sick leave in the same ratio that their employment bears to full time employment.

During a school year, unit members shall accrue sick leave for extended year/summer school/intersession based upon the following formula:

- 100 plus or more hours earn one (1) sick leave day
- 75-99 hours earns ¾ sick leave day
- 50-74 hours earns ½ sick leave day
- 25-49 hours earns ¼ sick leave day

Sick leave days accrued by a unit member may be utilized during summer school/intersession(s) at the rate of one day of sick leave for each duty day.

Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year when the unit member actually is unable to perform duties. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.

Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation, except as provided in Education Code for purposes of retirement.

Sick leave shall not be transferable from one unit member's accumulated balance to that of another employee except under extenuating circumstances with District and OMTA agreement and prior approval.

a. Compensation

Any unused sick leave credit may be used for sick leave purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent under the provisions of this policy shall receive the difference between his or her pay and the amount paid a substitute, or if no substitute was employed, the amount that would have been paid a substitute if one had been employed. In order to qualify for differential pay (per Ed Code 44977), a unit member shall utilize available leaves in the following sequence:

i. All industrial Accident or Illness Leave days, when applicable;

ii. All remaining current year days credited for sick leave; and

iii. All accumulated sick leave.

In no event shall days of differential pay exceed five (5) months in any school year exclusive of sick leave earned during the current school year. Only one increment of differential pay shall be allowed for any single and continuous personal illness that continues into the next school year.

2. Family Illness

A unit member may use up to ten (10) days from their available accumulated paid sick leave during each school year for the following reason: illness of a member of the unit member's immediate family.

Unit members shall make every effort to comply with District procedures for securing a substitute. In circumstances where a unit member anticipates exceeding two (2) days of family illness leave, they will submit notice to the immediate supervisor.

A unit member may submit a prior written request to use their additional accrued sick days to their immediate supervisor. Unit members shall submit notice, on the appropriate district form, of the need for family illness leave to the immediate supervisor at least two (2) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Per Ed Code 44977, differential pay shall not apply to family illness.

3. Personal Necessity Leave

A unit member may use up to seven 7 duty days of accumulated paid sick leave during each school year for the following reasons:

a. Death of a member of the unit member's immediate family (in addition to days provided in B4 - Bereavement Leave),

b. Circumstances which are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

A unit member may submit a prior written request to use additional accrued days to the Superintendent or the designee. The unit member is to make every effort to comply with District procedures for securing a substitute.

Unit members shall submit notice of the need for personal necessity leave to the immediate supervisor at least two (2) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Although the unit member will not be required to explain the specific reason if he/she does not wish to, all unit members taking the personal necessity leave must sign a Petition for Leave form which indicates whether the leave is for a, b, or c, above and which also assures that the leave is not being used for purposes listed on the Petition for Leave form as exclusions from the intent of the leave.

4. Personal Leave

a. One (1) of the available accumulated sick leave days listed under Sick/Disability Leave above, may be taken for any reason personal to the unit member, except that such a day shall not be used for (1) a work stoppage or when more than 5% of the bargaining unit is absent or expected to be absent, (2) cannot be used after the fact to substitute for an absence denied under other provisions of this section or article, and (3) is subject to advance notice requirements set forth above.

b. Any unit member who maintains more than 24 days of accumulated sick leave as of June 30, shall be entitled to use two (2) of the ten (10) Personal Necessity Leave days for Personal Leave during the following school year.

5. Bereavement Leave & Reproductive Loss Event

a. Bereavement Leave

A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave may be for up to five (5) days. Three (3) of the

bereavement days shall be paid by the District, and the other two (2) days shall be utilized by the employee's leave balance. If travel of more than two hundred (200) miles is required for the death of an immediate family member; then the length of the leave may be for five (5) days and shall be paid by the District.

"Member(s) of the immediate family" as used herein shall be in accordance with Article XXI – Definitions.

b. Reproductive Loss Event

A unit member shall be granted leave of absence for a reproductive loss event as defined by law without loss of pay or deduction from other leave benefits found in this Article. This leave may be for up to five (5) days. Three (3) of the days shall be paid by the District, and the other two (2) days shall be utilized by the employee's leave balance. If an employee experiences more than one (1) reproductive loss event within a 12-month period, the District is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

6. Judicial and Official Appearance Leave

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the initiation, connivance, or misconduct of the unit member.

a. Jury Duty: A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty not to exceed a total of twenty (20) days per school year. Juror's fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

After twenty (20) days of absence for jury duty, the unit member will receive only the difference between his/her pay and the amount paid to

the substitute. In such case, the unit member will retain the juror's fees insofar as the combination of juror's fees and pay from the District does not exceed the unit member's regular District compensation.

However, nothing herein shall preclude the Board, in its sole discretion from granting an extension of this leave.

b. Court Appearance (other than Jury Duty): If any court or agency appearance is required of a unit member by the District, or is required by a court or agency in furtherance of the District's services (e.g., to testify in a child neglect hearing) it shall be made without loss of pay and without charge to any other accrued leave benefits.

For other necessary court or agency appearance, the unit member may utilize the personal necessity leave section of this Article.

c. Dismissal Hearings: A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing pursuant to Education Code 44939 or 44940.

7. Industrial Accident and Illness

Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties.

In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician, to verify his/her condition and to evaluate any claims.

A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and from the treating physician, certifying the unit member's

ability to return to his/her physical and emotional well-being. If such a medical clearance is required from the District-designated doctor, it shall be at District expense.

A unit member who has sustained a job-related injury or illness shall notify the immediate administrator of the injury or illness no later than the next scheduled work day following the accident, except when there are legitimate extenuating circumstances. The District Accident Report Form shall be filed within five (5) working days of the report and kept on file in the Business Office.

Allowable leave shall be for not more than 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 illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.

Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.

During any industrial paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

The benefits provided in this section are in addition to sick/disability leave benefits in B-1 above.

Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

8. Sabbatical Leave (Funded for the Term of this Agreement)

a. Purpose: Unit members may at the discretion of the Board be granted a leave of absence for the purpose of professional study or travel which will benefit the pupils and the schools of the District. A sabbatical leave for the purpose of travel normally will be approved only if the proposed travel program incorporates a plan of study or research in an area related to the unit member's field of work.

b. Eligibility: To be eligible for a sabbatical leave, the unit member must have served at least seven (7) consecutive years immediately preceding the leave as a regular full-time certificated employee of the District. Leaves of absence do not cause interruption of service for this purpose, but time spent on such leaves may not be counted toward the requirement of seven years. Service of at least 75 percent of 184 teaching days in each year counts as a full school year.

After a unit member has had a sabbatical leave, an additional seven (7) years must be served before becoming eligible for another sabbatical leave.

The number of unit members absent on sabbatical leave at any one time shall not exceed one percent (1%) of the total number of unit members.

c. Length of Leave: Sabbatical leaves shall be not less than one semester nor more than two semesters in duration. A two-semester leave must be completed during a single school year.

Interruption of the program of study or travel caused by serious injury or illness shall not affect the amount of compensation to be paid such employee under the terms of such sabbatical leave, provided the Personnel Division has received notification of such accident or illness by registered or certified letter within fifteen (15) days of the occurrence of the injury or illness, together with such evidence of physical condition as may be required by the District.

d. Compensation: A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent, unless such employment was disclosed and approved as part of the application procedures described below.

Compensation for the unit member on sabbatical leave shall be one-half of the regular salary which would have been received had he or she remained in active service. The unit member shall receive service increments, salary reclassification, and any other benefits, proportionately, to which he or she would have been entitled had active service status been maintained.

The unit member must post a suitable bond indemnifying the District against loss should the unit member either fail to satisfactorily complete the leave conditions, or fail to render service to the District upon return for at least twice the amount of time spent on the approved sabbatical leave. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the unit member.

e. Return from Leave: Upon completion of the leave, the unit member shall return to the District in a position of the same status and rank as that held prior to the leave.

The unit member shall, within forty-five (45) days following return to active service in the District, submit a comprehensive report to the

Sabbatical Leave Committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

1. Formal Study Leave – An official transcript showing all courses completed and/or degrees earned and a copy of all pertinent materials developed during the leave.

2. Travel Leave – A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.

3. A recommendation for use within the District of all of the materials collected or developed.

f. Failure to Return or Observe the Sabbatical Leave Plan: If it should be determined by the Board of Trustees that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, the Board may take action to penalize the unit member financially, including action against the indemnity bond. Failure to satisfactorily provide the required report is considered to be a failure to fulfill a condition of the leave.

g. Application Procedure: Applications must be submitted on forms provided by Human Resources and must be filed by December 1 for leaves to be taken during the second half of any school year. Applications for the first half of the subsequent school year and for two semester leaves must be filed by March 1. The District shall provide the Association with a list of the applicants during March.

Applications must include a complete outline of the proposed leave program and a statement of how the program will benefit the schools and pupils of the District.

Priority in selection shall be given according to the value of the leave to the District, soundness of the leave proposal, and the applicant's length of service in the District.

Applications will be reviewed and recommendations made for approval/disapproval as provided herein:

i. Applicant:

- Completes application form for sabbatical leave in triplicate and submit the application to the Chief Human Resources Officer.
- When informed of leave approval, obtains a self-financed satisfactory statement of health (physical examination) and submits the results to the Chief Human Resources Officer.
- Posts suitable indemnity bond pursuant to above.
- Notifies Chief Business Officer in writing of address to which warrants are to be forwarded.
- Upon return from sabbatical leave, the unit member shall file the required report. The unit member shall not be considered as having completed the requirements for the sabbatical leave until the report noted above has been verified by the Sabbatical Leave Committee and approved by the Board of Trustees.

ii. Application Review and Approval: The applicant's service records and applications for leaves shall be reviewed by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall composed of:

- Director of Certificated Human Resources (Chairman);
- Two Administrative members, appointed by the Superintendent, either General Administration or principals, one representing the elementary schools and one representing the middle schools; and

- Two-unit members appointed by the Association, one representing the elementary school personnel and one representing the middle school personnel.

iii. Sabbatical Leave Committee Duties: Each member of the Sabbatical Leave Committee shall evaluate each application on the following scale: "Highly Recommended," "Recommended," "Recommended with a Low Priority," or "Not Recommended."

The chairman of the committee will prepare a composite evaluation of each application, based on individual evaluations of committee members, to be forwarded to the Superintendent.

iv. Board of Trustees approves or denies applications acting upon the recommendation of the Superintendent.

9. Professional Growth Leave Teacher Initiated Fund (TIF)

Unit members may initiate application for paid leave and other expenses associated with participation in a workshop, conference, seminar, observation, or other professional growth activity. Unit members seeking such a leave shall apply to the Teacher Initiated Fund Committee, which shall be charged with evaluating and approving applications. The committee shall be composed of an equal number of representatives of the Association and the District Administration. The Professional Growth Teacher Initiated Fund Leave fund shall be aligned with A-1 of the teachers' salary schedule per year, funded by the District. Unused monies in the TIF fund shall carry over from year to year. The fund balance and contribution level may be negotiated annually and shall be reviewed and negotiated at the opening of each three-year master contract. This TIF fund shall be independent of any other available staff development funds or programs that may be available in the District.

Unit members who are permitted such leaves shall not be deemed or hold themselves out as official representatives of the District unless specifically authorized by the Superintendent or designee.

10. Maternity/Paternity Leave

a. Paid Portion: Sick leave (section 1 of this Article) may be utilized during the period of time a pregnant employee must be absent from duties because of disability resulting from pregnancy and/or convalescence following childbirth or miscarriage. The dates of such disability must be certified by the attending physician. All such leaves shall be in accordance with the sick leave provision of this Article.

b. Unpaid Portion: A pregnant unit member may apply for an unpaid health leave (Section C-2 of this Article) or personal leave (Section C-3 of this Article) during pregnancy.

c. Paternity Leave: A unit member may elect to utilize paid personal necessity leave for the birth of his child and related emergencies (see Section B-2 of this Article), and may apply for an unpaid personal leave (Section C-3 of this Article) or child-rearing leave (Section C-1 of this Article).

D. Unpaid Leaves

Those who go onto an unpaid leave during any pay period shall receive their salary supplement (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain, at their own expense, on continued coverage pursuant to the terms of the insurance plan selected, provided they make advance payment of the premium in a manner reasonably required by the District.

1. Child Rearing Leave

A leave of absence equal to up to one year shall be granted upon request without pay to a unit member for the purpose of caring for his/her child, so long as the child is under five years of age or is an older child with adoption requirements or special problems requiring full time care.

Request for leave shall be made as far in advance as reasonably possible, preferably within one month before the leave is to commence, unless such time is shortened by the District to accommodate an unforeseeable emergency situation.

The effective dates of the leave shall begin and end at times approved by the Board.

A unit member shall not accept gainful employment while on a child rearing leave without prior approval of the Superintendent Decisions will not be made in an arbitrary, capricious or vindictive manner.

Return to service should coincide with the beginning of a grading period unless the Superintendent approves an earlier or later date, and a leave may be extended in order to make it so coincide.

2. Health Leave

A permanent unit member may, at the discretion of the Board be granted leave of absence for reasons of health, such leave to be specified for a period of not less than one semester or more than one school year. Any leave of absence granted under these provisions shall be without compensation.

An applicant shall submit a written request accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave. The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the desired effective date of the leave.

A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent. Decisions will not be made in an arbitrary, capricious or vindictive manner.

Prior to returning to active duty the unit member shall submit a medical statement indicating the ability to assume assigned duties without restrictions and without detriment to the unit member's physical or emotional well-being.

3. Personal Leave

A permanent unit member may, at the discretion of the Board, be granted leave of absence for reasons not enumerated elsewhere in this Agreement. If granted, the leave will be without compensation and shall be for a period of not more than one school year. A leave granted under these provisions shall not extend from one school year into another.

A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.

The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the proposed effective date of the leave.

A unit member shall not accept gainful employment while on a personal leave of absence without prior written approval of the Superintendent.

4. Family Medical Leave Act (FMLA)

The District shall grant family care and medical leave to eligible unit members in accordance with current state and federal law. Unit members taking this leave shall be reinstated in the same or comparable position upon returning from family care leave, except as allowed by law.

5. Military Leave

a. General Provisions

Every unit member employed by the District in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and granted a military leave of absence.

b. Length of Leave

i. Temporary Leave: A unit member who is a member of the reserve corps of the armed forces of the United States, National Guard, or of the Naval Militia, shall be entitled to a temporary military leave of absence not to exceed 184 calendar days while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity.

ii. Indefinite Leave: A military leave shall be granted for the period of ordered service plus six months after the unit member honorably leaves military service or is released to inactive duty.

c. Compensation

A unit member employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such military service.

d. Status of Employee

In the case of a probationary employee, the period of such absence shall not be counted as part of the service required as a condition precedent to the attainment of a permanent status.

e. Effect on Benefits

i. Time spent on military leave counts toward salary step advancement within the limits of the Salary Schedule procedures of this Agreement.

ii. Sick Leave and Vacation

- Temporary Leave – Sick Leave and vacation benefits accrue to unit members on temporary leave if such member was in

the service of the District for a period of not less than one year immediately prior to the date upon which his temporary military leave began.

- Indefinite Leave – A unit member shall not be entitled to accrue sick leave or vacation benefits during this leave.

f. Request Procedure

A written request for military leave, with a copy of the orders attached, shall be submitted to Human Resources as soon as the orders are received.

g. Return to District Service

Upon completion of the military leave, unit members shall return to the District in a position of the same status as that held prior to the leave. In honor of their service to our country, every effort shall be made to afford unit members the opportunity to return to the same site no later than the beginning of the next school year.

6. Leave(s) While Holding Elective Public Office

Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of Leave of Absence for Holding Elective Public Office.

a. Leaves While Maintaining Full Time District Employment

Leave of absence may not exceed four (4) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves will be granted with a deduction in pay equaling one dollar ($1.00) above the current daily rate paid for substitute replacements for each day or half-day of absence granted under this policy.

These authorized days or portions of days may be utilized in the following manner:

i. Full Day Leave: Upon request to his/her immediate administrator, a unit member may request up to a maximum of four (4) full days per month. When requesting two (2) or more days in sequence, requests must be made at least forty-eight (48) hours in advance of the need for such leave. A unit member may not, while on leave, request another leave for the next full or half day.

ii. Half Day Leave: Upon request to his/her immediate supervisor, a unit member may request up to a maximum of eight (8) one-half day leaves, except that when an assignment including students is involved:

- Not more than four (4) one-half day leaves may be taken for either morning (AM) or afternoon (PM) absences during any one calendar month.

- A half-day for middle school teachers is defined as being:

iii. Morning: The time that such member is required to be on duty before classes begin and the first three periods.

iv. Afternoon: Classes conducted after lunch break and the time that such member is to remain on duty after dismissal of normal upper grade classes.

v. Aggregate Leave:

- No class hour or period may have more than a total of four (4) absences accrued against it for purposes of this policy in any calendar month, when combining full or half-day leaves.

- Leave days may not be cumulative from month to month or year to year.

vi. Differing Work Years: Leaves of absence for purposes of this policy will be allocated on the basis of a unit member's regular work year and, in any case, may not exceed:

- Ten (10) month – 40 days
- Eleven (11) month – 44 days
- Twelve (12) month – 48 days

b. Full-Time Elective Office (Including Election to Legislature)

In the event the elective office is a full-time occupation, an unpaid leave of absence of not less than one semester, encompassing the first term of office shall be granted, providing the unit member has achieved permanent status in the District. For purposes of this provision, an elective public office is determined to be a full-time occupation when a unit member must, in order to carry out elective duties, be absent from assigned work days beyond those authorized leaves of absence available to all unit members.

During the term of such leave of absence, the unit member may be employed by the District to perform such less than full-time service for such compensation and upon such terms and conditions, as may be mutually agreed upon between the District and the unit member.

c. Use of District Facilities and Personnel

At no time may a unit member absent himself from assigned duties and responsibilities or from students who are under his or her supervision in order to confer with any party by telephone or in person concerning the duties or responsibilities of said public office. School District employees shall not be responsible for sending or receiving messages for a unit member attendant to his or her duties while holding an elective public office, except in case of emergency. Such inquiries and messages received will be directed to the unit member's place of public office.

The involvement of other District personnel during their working hours, to assist in performing the duties or responsibilities of said public office, is prohibited.

The use of District equipment or other office materials is prohibited in performing the duties or responsibilities of said public office, whether during or after the unit member's regular work hours.

ARTICLE XIV - SAFETY CONDITIONS

A. General

The District is committed to providing employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member. Whenever possible a unit member shall report safety concern(s) and, where appropriate, make a reasonable effort to remedy or avoid those conditions. The District shall investigate, and where required, remedy reported unsafe conditions

B. Work Space

The District is committed to providing a workspace which is safe, ensures confidentiality, and provides resources necessary for the nature of the employment and assigned duties and location.

The District is committed to providing a safe and supportive workplace which is conducive to student learning. The District and unit members may jointly develop student disciplinary rules and procedures to meet each school's particular needs consistent with law, Board policy, and district regulations. The District will support unit members in remediating issues which interfere with safe work environments.

C. Assaults

Unit members shall immediately report cases of assault, suffered by them in connection with their employment, to their principal or immediate supervisor. The incident shall also be promptly reported to the appropriate law enforcement authorities by involved parties or witnesses as prescribed by California Education Code. Such notification shall immediately be forwarded to the Superintendent or designee. The Superintendent or designee shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.

D. Defense

If an altercation, disturbance, or student discipline situation results in a lawsuit against a unit member by a student or parent, or results in a criminal complaint being lodged against

a unit member by a student or parent, such member may request the District to furnish legal counsel at District expense to defend the action. If the Board declines the request, and the action then culminates with a final judgment on the merits after trial in favor of the unit member, then the Board shall reimburse the unit member for reasonable attorneys' fees actually incurred in defense of the action.

E. Orientation/Updates

As part of the annual District orientation, a copy of any Board policies or administrative procedures then in effect regarding student discipline, corporal punishment and suspensions shall be furnished to each new unit member. Revisions shall be furnished to all unit members.

F. Property

Reimbursement shall be made to any unit member for the loss, destruction, or damage by arson, burglary, vandalism, or student related action, of personal property used in the schools of the District for educational purposes (see subsection 4 for exceptions), subject to the Risk Management Department claims process:

1. Reimbursement shall be made only when approval to bring personal property, prior to loss, is obtained from the site administrator on a District-provided form, or written correspondence documenting the value of the property.
2. No reimbursement shall be made for mysterious disappearance, accidental damage, loss suffered because of lack of due care by the owner or any other cause not specified above.
3. Prior written approval of the immediate administrator is necessary for the personal instructional property to remain on District property over a weekend, on holidays or during vacation periods.
4. Personal property used for non-educational purposes such as automobiles, clothing, jewelry, glasses, watches and the like are not subject to the prior written approval provision.
5. Unit members who experience such loss shall immediately notify their immediate supervisor.
6. All personal property claims, may be submitted by a unit member following the District's claim procedure.

G. Administrative Support

During the instructional day, an administrator or principal designee shall either be present on site, or available on short notice to go to the site, in order to deal with emergency situations. If a site administrator's absence is anticipated to be of an extended duration, the District shall provide a temporary replacement administrator.

H. Safety Plans

District and site plans are prepared/updated annually with unit members' input, and exist at all sites and in the Risk Management Department. A copy of the school site safety plan and current school discipline procedures shall be made available to each bargaining unit member within 20 duty days of the beginning of each school year.

ARTICLE XV - NON-DISCRIMINATION

The District shall not, in administering this Agreement, unlawfully discriminate against and/or harass unit members from a protected class, including but not limited to their actual or perceived race, color, national origin or ancestry, religion or creed, age, marital status, physical or mental disability, medical condition, veteran status, sex (including gender, pregnancy, sexual orientation, and gender identity), genetic information, and citizenship. Nor shall the District unlawfully discriminate against and/or harass unit members on the basis of lawful political affiliation, or because of membership, non-membership or participation in lawful activities of an employee organization. The District shall not retaliate against any unit member who complains, testifies or in any way participates in the District's complaint procedure.

The parties further agree that any employee who alleges violations of state or federal non-discrimination laws shall proceed with those claims in the appropriate administrative and/or judicial forum and that such claims are not subject to grievance and arbitration procedures.

ARTICLE XVI - PERSONNEL FILES

A. There shall be a single personnel file for each unit member. Personnel files shall be kept in the Human Resources office of the District.

B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which:

1. were obtained prior to the employment of the person involved,
2. were prepared by identifiable examination committee members, or
3. were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his or her review of the file. Personnel file inspection shall be scheduled with Human Resources in advance.

C. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given written notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own narrative and supporting documentation thereon. Such review, and preparation of comments in response to the material and/or statement, shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

D. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

E. Access authorization must be obtained from either the Superintendent, Human Resources Officer, or their designee. It is understood that the contents of a personnel file are confidential. The District shall keep a log permanently attached to each personnel file indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representatives under the same conditions as provided in B above.

ARTICLE XVII - PUBLIC CHARGES

A. Formal or Uniform Complaints, which may require remediation or disciplinary action, submitted to the District from students, parents or citizens about a unit member shall be reported to the unit member in writing within five (5) duty days within the unit member's contractual hours of the complaint being filed with the District.

B. Should the involved unit member or supervisor believe that a meeting would assist resolution of the complaint, an attempt will be made to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.

C. No disciplinary action can be taken against the unit member unless the unit member receives from the District a copy of the written statement of the complaint listing date of complaint, name of complainant, and specific concerns, and has been given an opportunity to respond in writing.

The unit member shall be given time during the duty day to review the complaint so long as such review would not interfere with classroom responsibilities.

D. A formal evaluation rating which makes reference to a complaint cannot be used unless the complaint has been discussed between the unit member and evaluator and the unit member has had an opportunity to respond with an explanation in writing to be attached to the formal evaluation.

ARTICLE XVIII - SALARY SCHEDULES AND RULES

A. General

1. Each unit member shall be assigned to an appropriate salary schedule herein described in Section B, C and E of this Article.
2. Administration of the respective salary schedules shall uniformly apply to all affected unit members as set forth in Section E (Initial Placement on Schedule), Section F (Vertical Movement), and Section G (Horizontal Movement) of this Article.
3. Unit members who serve less than the required annual number of duty days for regular full-time employees in their classification shall receive salary in the ratio that the number of days actually served bears to the total number of annual duty days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.
4. Unit members working the extended year/summer school Severely Handicapped programs shall be compensated at their pro-rata per diem rate.
5. Salary warrants for regular unit members shall be issued on or about the first working day of the month, with appropriate deductions.
6. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax, and State Teachers' Retirement System.
7. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the employees by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from such member written notice withdrawing the authorization for the deduction.
8. Should a unit member's deductions exceed his earnings for a given month, the District shall delete one or more of the voluntary deductions so as to reduce the aggregate deductions to a total less than or equal to the gross earnings. The unit

member shall be notified as to what change(s) has been made, and it shall be his/her responsibility to make the deleted payment(s) on his/her own.

9. The District shall implement the step and column advancement of each qualified unit member for the duration of the agreement.

B. Teachers' Salary Schedule

1. The Salary Schedule(s) is shown in Appendix A.
2. All unit members are assigned to the Teachers' Salary Schedule(s) except Permit Teachers, Nurses, School Psychologist and SLPs.
3. The salary schedules attached hereto consist of six (6) groups, arranged in horizontal order, which are based on numbers of units of acceptable postgraduate study, and various vertical steps which are based upon the number of years of acceptable teaching or nursing experience. The six groups and their requirements are as follows:

Group A — Requires a B.A., B.S., or equivalent degree and holds a regular credential.

Group B — Requires holding a regular credential and fifteen (15) semester hours credits of acceptable upper division and/or postgraduate college course work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group C — Requires holding a regular credential and thirty (30) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree.

Group D — Requires holding a regular credential and either (a) forty-five (45) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree, or (b) a Master's degree in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group E — Requires holding a regular credential and either (a) sixty (60) semester hours credit of acceptable upper division and/or graduate

college work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree or (b) Master's degree and forty-five (45) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group F Requires holding a regular credential and either (a) a Master's degree and sixty (60) semester hours credit of upper division and/or graduate college work in addition to a B.A., B.S. or equivalent degree, or (b) seventy-five (75) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree. Courses beyond sixty (60) semester hours of acceptable upper division and/or graduate college work must be or have been in pursuit of a credential, certificate, or degree.

C. Permit Teachers' Salary Schedule

1. The Salary Schedule(s) in Appendix A-2 (Permit Teacher's Salary Schedule -184 days) shall become effective upon ratification of this agreement. It consists of four (4) Groups, arranged in horizontal order, which are based on the number of acceptable semester units of work and six (6) vertical steps which are based upon the number of years of acceptable experience. The four Groups and their qualifications are as follows:

Group A	30 through 59 acceptable Semester Units
Group B	60 through 89 acceptable Semester Units
Group C	90 through 119 acceptable Semester Units
Group D	120 acceptable Semester Units, or a B.A. Degree

2. Permit teachers assigned to Pre-School (Child Development) Programs will be assigned to a Permit Teacher Salary Schedule(s). It consists of five (5) Groups, arranged in horizontal order, which are based on the number of acceptable semester units of work. There are three (3) vertical steps for column A and six (6) vertical

steps for columns B, C, D, E which are based upon the number of years of acceptable experience. The five (5) Groups and their qualifications are as follows:

Group A 12 through 39 acceptable Semester Units (12 semester units of coursework in early childhood education/child development including at least one course in each of the core areas as outlined by the Title 5 Regulation 80111 pertaining to Child Development Permits).

Group B 40 through 59 acceptable Semester Units including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112

Group C 60 through 89 acceptable Semester Units including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112

Group D 90 through 119 acceptable Semester Units, including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112

Group E 120 acceptable Semester Units, or a B.A. Degree including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112

D. Nurses' Salary Schedule

Column A	BA/BSN and Preliminary
Column B	BA/BSN + 30 Units or Clear Credential
Column C	BA/BSN + 45 semester units, or MA/MSN
Column D	BA + 75 semester units + Clear Credential, or MA/MSN + Clear Credential, or Advanced Nursing Practice Degree + Clear Credential

E. Initial Placement on Schedules

1. Effective July 1, 2017, credit for approved service outside the district shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service, with a maximum of eight (8) increments (three (3), for Permit

Teachers), four (4) for school psychologist except in the case of hard to fill positions.

a. Private school experience for step increment on the salary schedule will be accepted, provided the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid K-6 credential at the time of teaching.

b. Experience credit for District pre-school shall be granted only if the teacher held a regular K-6 credential at the time of service.

c. Unit members employed to teach industrial education subjects may be granted up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience.

d. Experience credit for school psychologists outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service in a PK-12 school setting. The District reserves the right to offer additional years of service steps. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.

e. Experience credit for school psychologists outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service in a PK-12 school setting. The District reserves the right to offer additional years of service steps. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.

2. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.

3. Employment as a substitute shall not be used in computing years of service for salary placement or advancement.

4. Course credit shall be given for salary placement purposes only if the criteria in Section F of this Article are met.

a. All courses-work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit

member. All transcript verifications must be received within 30 days of the signing of the unit member's initial contract. Failure to do so will result in the District withholding salary warrants until such documents are placed on file.

b. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule, provided they are directly related to the educational services provided to the District.

c. In cases where courses are taken which are deemed by the university to be applicable to a graduate degree, but are completed prior to completion of and were not counted toward attainment of the Bachelor's Degree, such courses may be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof. All other units earned prior to Bachelor's Degree shall not be considered for salary placement.

d. The accreditation status of a college, university, or private school at the time of the unit member's initial employment shall prevail. Previous or subsequent accreditation shall not be considered.

5. Unit members who resign from the District, and are subsequently re-employed, will be placed on the salary schedule in a position no higher than the ninth (9) step (fourth (4) step for Permit Teacher), their previous experience notwithstanding. However, permanent unit members who resign and are subsequently re-employed within thirty-nine (39) calendar months from the time of resignation, shall be restored to their previous schedules status.

6. Unit members, whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and who were then subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially-funded program for salary schedule placement and advancement purposes.

7. For nurses, credit shall be granted for all experience as a Registered Nurse up to a maximum of eight (8) years. To receive credit for such experience, it must have occurred after possession of an earned Bachelor's Degree. It will be the responsibility of the nurse to provide verification of service.

8. Current OMSD Permit Teachers who become appropriately credentialed and working in a certificated TK-8 position, will be placed on the Teacher's Salary Schedule on the appropriate step and column based on the number of units of acceptable postgraduate study and years of teaching experience (including years of experience as a permit teacher).

F. Vertical Movement

1. Qualified unit members shall, effective each July, advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their Group or whose contract is limited by special conditions usually identified with specially funded program employment.

2. Qualified unit members whose annual experience credit date begins mid-year, shall advance one vertical step on the salary schedule for each year of service at the midpoint of their work year, except those whose placement is at the maximum step for their Group or whose contract is limited by special conditions usually identified with specially funded program employment.

3. Regular full-time unit employees who, in any one semester, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a semester of experience credit.

4. A regular part-time unit member serving at least one-half (1/2) of a full-time assignment may, upon serving at least seventy-five percent (75%) of the instructional days in one school year, earn one semester of experience credit.

5. Accrued experience credit will not entitle any unit member to step advancement until two semesters of experience credit have been attained.

6. Unit members who have been employed in the regular educational program of the District in probationary or permanent status before being subsequently assigned to programs conducted under contract with public or private agencies or other

categorically funded projects, will be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

G. Horizontal Movement

1. Qualified unit members shall advance horizontally on the salary schedule in accordance with provisions of the current agreement and with the stipulation that no unit member may advance horizontally more than one time during a given school year.
2. Course credit for salary placement and movement shall be given only for post-graduate, upper division or graduate coursework taken at four-year colleges, universities or graduate schools, which are accredited by a regional accrediting commission and listed in the current edition of Accredited Institutions of Higher Learning published by the American Council on Education. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.
3. Unit members requesting reclassification from one Group to another must:
   a. File "Request for Salary Schedule Reclassification" form along with official transcripts verifying post-graduate units of study that are to apply toward such a reclassification with Human Resources one time during a school year.
   b. Salary adjustment will be retroactive to the first day of the month in which "Request for Salary Schedule Reclassification" form and official transcripts are submitted.
4. Unit members who have received layoff notices and are subsequently rehired by the District must file a request for reclassification from one Group to another with Human Resources within thirty (30) days of the notification of reemployment.
5. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification.

6. Any error in classification shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.
7. Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.
8. A maximum of six semester units of lower division credit may be applied for salary purposes during the total employment of a unit member without prior authorization from Human Resources.
9. Additional lower division semester units may be applied for salary purposes at the discretion of the District when a similar course is not available at upper division or graduate level and provided approval is granted prior to enrollment in the course.
    a. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, he or she may petition Human Resources for a waiver.
    b. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule.
    c. Prior to the date of enrollment in lower division courses, the unit member must make formal applications to Human Resources and receive approval in the form of the aforementioned waiver.
    d. A maximum of six semester units of such lower division credit may be applied for salary purposes during the total employment of a unit member.
10. Credit will not be accepted for course work taken in the armed services, except if it was taken in conjunction with an accredited college or university and can be verified through official transcripts.
11. Coursework taken through a foreign university or other institution which sponsors travel tours for credit must have such credits assigned upper division or graduate status, assigned a course title, and be given unit value. Such foreign universities or other institutions must be listed in the current edition of Accredited Institutions of Higher Learning or one of its regional accrediting commissions.
12. In-service training courses and workshops sponsored by the District shall not be considered for salary purposes unless such courses or workshops are sponsored by

a college or university for upper division or graduate credit. Courses sponsored by the District may not be considered for salary purposes if the District underwrites the cost of the coursework.

13. A maximum of fifteen (15) units completed during a school year will be accepted. Units taken in excess of this amount will not be credited for salary increases unless approved in writing by Human Resources prior to enrollment in the class(es).

14. All college classes taken during the minimum school-based assignment day must be approved by Human Resources.

15. Additional criteria applicable to this section are set forth in Section D of this Article.

H. Anniversary Increments – Teachers' Salary Schedule

1. Anniversary increments indicated at Steps A1 through A5 of the Teachers' Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

Anniversary Step A1: Completion of fourteen (14) complete years of service, six (6) of which must have been in the District, and placement on Columns C, D, E, or F of the Teacher's Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, nine (9) of which must have been in the District, and placement on Columns C, D, E, or F of the Teacher's Salary Schedule.

Anniversary Step A3: Completion of twenty (20) complete years of service, twelve (12) of which must have been in the District, and placement on Columns D, E, or F of the Teachers' Salary Schedule.

Anniversary Step A4: Completion of twenty-three (23) complete years of service, fifteen (15) of which must have been in the District, and placement on Columns D, E, or F of the Teachers' Salary Schedule.

Anniversary Step A5: Completion of twenty-seven (27) complete years of service, eighteen (18) of which must have been in the District, and placement of Columns D, E, or F of the Teachers' Salary Schedule.

2. Unit members on Columns A or B will not be eligible for anniversary increments, irrespective of years of service.

3. Years of service granted under provisions of this section shall conform with other provisions of this Article.

I. Anniversary Increments – Speech Language Pathologist Salary Schedule

1. Anniversary increments indicated at Steps A1 through A5 of the Speech and Language Pathologist Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

   Anniversary Step A1: Completion of fourteen (14) complete years of service, six (6) of which must have been in the District, and placement on Columns C, D, E, or F of the Speech and Language Pathologist Salary Schedule.

   Anniversary Step A2: Completion of seventeen (17) complete years of service, nine (9) of which must have been in the District, and placement on Columns C, D, E, or F of the Speech and Language Pathologist Salary Schedule.

   Anniversary Step A3: Completion of twenty (20) complete years of service, twelve (12) of which must have been in the District, and placement on Columns D, E, or F of the Speech and Language Pathologist Salary Schedule.

   Anniversary Step A4: Completion of twenty-three (23) complete years of service, fifteen (15) of which must have been in the District, and placement on Columns D, E, or F of the Speech and Language Pathologist Salary Schedule.

   Anniversary Step A5: Completion of twenty-seven (27) complete years of service, eighteen (18) of which must have been in the District, and placement of Columns D, E, or F of the Speech and Language Pathologist Salary Schedule.

2. Unit members on Columns A or B will not be eligible for anniversary increments, irrespective of years of service.

3. Years of service granted under provisions of this section shall conform with other provisions of this Article.

J. Anniversary Increments – Nurse Salary Schedule

1. Anniversary increments indicated at Steps A1 through A5 of the Nurse Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

   Anniversary Step A1: Completion of fourteen (14) complete years of service, six (6) of which must have been in the District, and placement on Columns B, C, or D of the Nurse Salary Schedule.

   Anniversary Step A2: Completion of seventeen (17) complete years of service, nine (9) of which must have been in the District, and placement on Columns B, C, or D of the Nurse Salary Schedule.

   Anniversary Step A3: Completion of twenty (20) complete years of service, twelve (12) of which must have been in the District, and placement on B, C, or D of the Nurse Salary Schedule.

   Anniversary Step A4: Completion of twenty-three (23) complete years of service, fifteen (15) of which must have been in the District, and placement on Columns B, C, or D of the Nurse Salary Schedule.

   Anniversary Step A5: Completion of twenty-seven (27) complete years of service, eighteen (18) of which must have been in the District, and placement of Columns B, C, or D of the Nurse Salary Schedule.

2. Unit members on Columns A will not be eligible for anniversary increments, irrespective of years of service.

3. Years of service granted under provisions of this section shall conform with other provisions of this Article.

K. Anniversary Increments – Permit Teachers' Salary Schedule:

1. Anniversary increments indicated at Steps A1 through A3 of the Permit Teachers' Salary Schedule(s) shall be granted to qualified unit members in accordance with the following provisions.

   Anniversary Step A1: Completion of fourteen (14) complete years of service, eleven (11) of which must have been in the District, and placement on Columns B, C, or D of the Permit Teachers Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, fourteen (14) of which must have been in the District, and placement on Columns C, or D of the Permit Teachers' Salary Schedule.

Anniversary Step A3: Completion of twenty (20) complete years of service, seventeen (17) of which must have been in the District, and placement on Column D of the Permit Teachers Salary Schedule.

a. Unit members on Column A will not be eligible for anniversary increments Irrespective of years of service.

b. Years of service granted under provisions of this section shall conform with other provisions of this Article.

2. Child Development Teacher Permit (Pre-School): Anniversary increments indicated at Steps A1 through A3 of the Child Development Teacher Permit Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

Anniversary Step A1: Completion of fourteen (14) complete years of service, eleven (11) of which must have been in the District, and placement on Columns C, D or E of the Child Development Teacher Permit Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, fourteen (14) of which must have been in the District, and placement on Columns D or E of the Child Development Teacher Permit Salary Schedule.

Anniversary Step A3: Completion of twenty (20) complete years of service, seventeen (17) of which must have been in the District, and placement on Column E of the Permit Teachers' Salary Schedule.

a. Unit members on Column A and B will not be eligible for anniversary increments irrespective of years of service.

b. Years of service granted under provisions of this section shall conform with other provisions of this Article.

L. Anniversary Increments – School Psychologist Salary Schedule

1. Anniversary increments indicated at Steps 1 through 5 of the School Psychologist Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

   Anniversary Step A1: Completion of fourteen (14) complete years of service, six (6) of which must have been in the District, and placement on Step V of the School Psychologist Salary Table.

   Anniversary Step A2: Completion of seventeen (17) complete years of service, nine (9) of which must have been in the District, and placement on Step V of the School Psychologist Salary Table.

   Anniversary Step A3: Completion of twenty (20) complete years of service, twelve (12) of which must have been in the District, and placement on Step V of the School Psychologist Salary Table.

   Anniversary Step A4: Completion of twenty-three (23) complete years of service, fifteen (15) of which must have been in the District, and placement Step V of the School Psychologist Salary Table.

   Anniversary Step A5: Completion of twenty-seven (27) complete years of service, eighteen (18) of which must have been in the District, and placement on Step V of the School Psychologist Salary Table.

2. Unit members on Step I-IV will not be eligible for anniversary increments, irrespective of years of service.

3. Years of service granted under provisions of this section shall conform with other provisions of this Article.

M. Service Provisions – Anniversary Increments

1. Only time served in paid status (including paid leaves) shall apply toward "years of service" in this Article. Also, service must be continuous; time spent on unpaid leaves shall not be deemed to break continuous service and cause forfeiture of previously served time, but shall not count as time served.

2. A permanent employee who leaves District employment but returns within thirty-nine (39) months shall not forfeit previously served time. If such a person does

not return to service within said period of time, he/she shall be deemed to have broken continuity of service and to have forfeited previously served time.

3. Regular full-time unit employees who, in any one semester, are in paid status for at least seventy-five (75%) of the work days designated for the affected position, shall be deemed to have earned a semester of service credit. Accrued service credit will not entitle any unit member to step advancement until six (6) semesters of service credit have been attained.

4. Service as a part-time regular District certificated employee shall accrue eligibility for anniversary step increments on a pro-rata basis.

   a. Each individual year of such part-time employment will be computed by converting the salary paid to a percent of the salary which a full-time employee in the same Group and Step would have been paid. These cumulative percent computations will be averaged at the end of the initial fourteen (14) years entitlement accrual period to provide a "constant" (the average percent) which will be applied to the first increment value to provide the pro-rata increment dollar amount.

   b. Each successive three (3) year anniversary step period will be computed in the same manner to provide successive "constant" percent factors to be applied to the increment value to yield the increment dollar amount.

N. Newly Created Positions

If the District creates any new classifications within the bargaining unit during the term of the Agreement, it shall determine and establish the salary rate and rules applicable thereto for the balance of the term of the Agreement. It shall notify the Association of any such action. Such a wage determination by the District shall be subject to the grievance and arbitration procedures of Article V, but only upon grounds that the District acted arbitrarily, capriciously or vindictively.

ARTICLE XIX - COMPENSATION FOR SPECIAL ASSIGNMENT

A. General

Additional compensation may be requested and earned by prior voluntary individual agreement between the District and a unit member for the performance of specified special assignments for a specified length of time.

1. Compensation for such duties is not included in the basic employment contract.
2. Services performed in special assignments shall not apply toward permanency or have application to salary schedules.
3. Unit members shall be assigned to special assignments from among qualified applicants as determined by the District.

B. Special Assignment Pay Factoring System

The amount of pay for each special assignment shall be determined by the District, using a stipend and/or an hourly time card rate, as appropriate. The rates for special assignments are as follows:

1. District Conference/Workshop Hourly Rates
   Development/Preparation/Planning
   Hourly Rate - Column D, Step 4 x .00088

2. Permit Pre-School Teachers
   Time card sessions
   Hourly Rate - Column A, Step 1 (per diem hourly rate)

3. Special Music Assignments
   Assignments include, but are not limited to:

Honor Band: Mariachi	Stipend - $2,500
Honor Band: Elementary Holiday	Stipend - $2,500
Honor Band: Elementary Spring	Stipend - $2,500
Honor Choir: Elementary	Stipend - $2,500
Honor Orchestra: Elementary	Stipend - $2,500

4. School Sports

The sports that qualify for stipends and the duration for each season shall be determined by the District with the following criteria:

- Season with a duration of 6-8 weeks
- Culminating activity/tournament

Assignments include, but are not limited to:

Football	Basketball
Soccer	Volleyball
Cross Country	Track
Baseball	
Coordinator	Stipend - $130 per week
Coach Elementary School	Stipend - $300 per week
Coach Middle School	Stipend - $375 per week

5. Extended Learning Assignments

These activities are instructional in nature including, but not limited to, before school, after school, home and hospital, summer and/or on Saturday:

Teacher	Column D, Step 4 ÷ 1000
Lead Teacher	Column D, Step 4 ÷ 1000 x 1.25
	(The Lead is the site person responsible for developing, implementing, supervising, and/or evaluating site program. In addition to these responsibilities, this person may also provide direct instruction to students.)

6. IEP Meeting Attendance

Unit members asked to participate in IEP meetings, which exceeds the two-hours of additional monthly assignments (Article VIII -D), shall be paid on a pro rata per diem hourly rate with prior site supervisor approval.

7. Extended School Year

See Article XVIII-Salary Schedules and Rules, Section A (4)

8. Lead Position(s)

Assignments include, but are not limited to:

Lead Nurse	Stipend - $2,500
Lead Language/Speech & Hearing Specialist	Stipend - $2,500
Lead Music	Stipend - $2,500
Lead Elementary Physical Education	Stipend - $2,500
Lead School Psychologist	Stipend - $2,500

In addition, lead position(s) will be compensated for three (3) additional days at their current per diem daily rate.

9. Compensation for Zero, 7th Period or Pay for Prep

The sites will develop a plan when the instructional program and/or master schedule indicates a need to offer a zero, 7th period, or have a unit member teach during their prep period ("Pay for Prep").

The administrator will ask for volunteers from the list of teachers who have the required credentials to teach the zero, 7th or prep period course.

In the event that more teachers volunteer to teach the zero, 7th or prep period course than section(s) available, the principal will interview and select the best qualified candidate(s) to teach the extra section(s). In the event that no unit member volunteers to teach the zero, 7th period or prep period course(s), the principal may hire additional personnel to staff the extra course section(s).

Unit members who teach a zero, 7th or prep period course will be compensated at 1/6 of the unit member's daily rate for each additional period taught over the regular contract day.

10. AVID, ASB, Yearbook and Board Certified Behavior Analyst

Middle School AVID Lead(s)	Stipend - $2,000 per site
Middle School ASB Lead(s)	Stipend - $2,000 per site
Yearbook Lead(s)	Stipend - $2,000 per site
Board Certified Behavior Analyst	Stipend - $3,000 per unit member

11. Spotlight Teachers — Stipend - $2,000 per teacher

12. International Baccalaureate (IB) — Stipend - $2,000 per teacher

Middle School teachers who teach an IB Design Class, teaching six periods and one preparation period.

13. Teacher Mentors

These stipends will assist the district in compensating qualified and selected unit members who are performing additional work above their regular work day/duties providing on-going support and guidance, to teacher mentees:

The Support Provider/Mentor will receive the appropriate stipend based on their acceptance of the assigned role and responsibilities (see the table below). The Support Provider/Mentor is responsible to record and maintain the minimum hours of support required to the mentee per their special assignment.

Intern Fieldwork	Stipend - $1000 per teacher
Induction (On-Site Support)	Stipend - $2,000 per teacher
Off-Site Support Provider	Stipend- $2,250 per teacher
District TOAs (considered On-Site)	
Induction-Eligible (Not enrolled)	Stipend -$1000 per teacher
Emergency Credential (STIP, PIP, Waiver)	Stipend -$1000 per teacher
Student Teacher/Master Teacher	Stipend-$500 per teacher/semester

14. Working Out of Classification on a Temporary Basis

When a unit member works in a higher classification of a supervisor that is temporarily vacant (i.e., vacancy, long term illness, extended leave), the salary of the unit member shall be adjusted upward as follows:

a. When a unit member is assigned by their supervisor, in writing, to temporarily replace an employee in a higher classification and expected to perform most of the functions and duties of the higher classification, the unit member shall receive a pay increase of fifty dollars ($50) per day while in this classification.

ARTICLE XX - ANNUAL SALARY SUPPLEMENT - FRINGE BENEFITS

A. District Contribution

Effective July 1, 2025, the District shall allocate to each regular full-time member the total sum as follows for the purchase of medical, dental, vision and other fringe benefits as provided below:

Family	$28,376
Two (2) Party	$20,408
Single Party	$10,804

Each regular full-time unit member shall be entitled to 100 percent of the allocation based on the medical plan tier selected by the employee. Regular employees who are employed at least half-time shall be entitled to a pro-rata share which is proportionate to a regular full-time position. Part-time employees who are assigned to work less than half-time are excluded from coverage under this Article. Employees hired after the start of the year will be entitled to a pro-rata share which is proportionate to their hire date.

B. Mandatory Medical – Mandatory Dental – Voluntary Vision

Each eligible unit member shall, in order to qualify for any District contribution under this Article, be enrolled for in any one of the District's designated medical and dental plans. Enrollment may be either as a first party or as a dependent on another OMSD employee's plan. There will be an annual open enrollment period. Plans are as follows:

1. Medical
   a. Kaiser
   b. Blue Shield

2. Dental
   a. Delta Dental PPO
   b. Delta Care DHMO

3. Vision – (voluntary)

C. Opt-out Provision

So long as the District's insurance benefits practices/providers allow it, bargaining unit members (full-time and part-time) who can prove government or employer provided group coverage from an employer may opt out of $1800 (prorated for part-time bargaining unit members). Bargaining unit members who opt will still be required to take dental insurance or ; the cost of dental coverage will be paid out of the unit member's allotment and will not reduce the agreed-upon opt-out cash bonus. Any additional insurances will be paid for by the unit member. A maximum of 20% of all unit members will be allowed to opt out. A deadline will be determined annually by the District and the Association for unit members to opt out. Unit members hired after the open enrollment window deadline date will have the option to opt out as long as the 20% threshold has not been reached and will be entitled to a pro-rata share which is proportional to their hire date.

Annual proof of medical insurance coverage shall consist of a signed insurance waiver form and *one* of the following:

- Medical insurance card (showing employee's name)
- Letter from employer on company letterhead confirming group coverage of the employee
- Military ID card (with employee name)
- Letter or print out from the medical carrier confirming group coverage of the employee
- Medicare Card
- Medi-Cal Card (Notice of Action)
- Print out insurance coverage from company website
- Creditable coverage certification from the carrier

D. Life Insurance

The District agrees to provide a $50,000 basic term life insurance policy and Accidental Death and Dismemberment (AD&D) for each contracted employee of the District at no cost to the employee. This policy shall continue in effect until the employee terminates from the District. All employees must meet the eligibility requirements of the policy carrier.

E. Optional Benefits

The sum remaining, if any, for each unit member after application of the mandatory coverage referred to above, shall be available at the option and choice of the unit member for the purpose of purchasing additional benefits through Section 125 of the Internal Revenue Code. Additional benefits will include qualified voluntary insurance products and/or qualified Section 125 Flexible Benefits Reimbursement Accounts. Excess District contribution may also be funded back to the employee through the "Cash Option" available under a qualified Section 125 benefit plan. Administration of the Section 125 Benefit Program (including flexible spending accounts) will be by a qualified administrator designated and mutually agreed to by the District and the Association.

Salary supplement designation for the purchase of the approved benefits must be submitted on the appropriate forms to the District within thirty (30) days after employment for new employees. For returning employees who desire changes from the previous year, the designation must be submitted by a date established by the District. It is the responsibility of the unit member to file such a designation. Failure to submit a timely designation may result in the loss of the benefit. Payments for such benefits as are selected by the unit member shall be made (whenever feasible) in ten equal installments by the District on behalf of the employee. Expenditures for those purchases that exceed the District allocation shall be made by payroll deduction from the unit member's earnings.

F. Retiree Benefits

The District agrees to provide medical insurance for each eligible unit member who retires at age 55 or older or at an earlier age under STRS medical disability provided that eligible unit member has been in employment status for 10 years immediately preceding retirement from the District. Such insurance will be the same as that available for regular unit members and coverage will cease at age of Medicare eligibility.

Retirees may elect to opt-out of medical coverage. The amount of compensation will be determined annually by OMTA and the District.

All OMTA retirees that qualify for retiree health benefits, regardless of where the retiree resides, will have the option to select one of the following:

1. A District Health Maintenance Organization (HMO) plan; or,
2. A Health Reimbursement Arrangement (HRA) plan, assuming retiree is eligible as described below (reside outside the coverage area); or,
3. Opt-out cash in lieu of benefits equal to the active opt-out amount.

Out of Areas Medical Coverage Insurance

Eligible OMTA retirees that reside out of the coverage area for one or more of the District's current medical plans will have the option to participate in the District's HRA program.

1. The criteria for eligibility to receive an HRA contribution shall be:
   a. Retiree is eligible for the District's retiree health benefit program and,
   b. Retiree provides evidence (utility bill, etc.) of residency outside of the coverage area for one or more of the District's current medical plans.
2. For each eligible retiree, the District will establish an individual HRA account to be used solely by the employee for eligible HRA health benefit expenses.
3. Assuming the criteria for eligibility above is met and the retiree chooses to participate in the HRA, the District will make a HRA contribution to the retiree equal to the single-party allocation provided for active employees.
   a. The benefit year shall be defined as July 1 through June 30.

b. If an employee retires during the benefit year, a pro-rata amount of the HRA contribution shall be provided.

i. Example: Employee retires on December 18. Employee would continue to receive active employee health benefits or active employee opt-out cash through the end of the month and then receive 6/12 (representing the remaining 6 months of the benefit year) of an HRA contribution.

c. If an employee turns age 65 during the benefit year, a pro-rata amount of the HRA contribution shall be provided.

i. Example: Retiree turns 65 on January 20. During the year, retiree would be entitled to 7/12 (representing 7 months of the benefit year) of an HRA contribution.

4. Once the HRA option is chosen by a retiree, the retiree will no longer be eligible to participate in a District medical plan.

5. As of June 30, 2024, all retirees currently in the District's retiree benefit program that have selected the PPO plan will be 'grandfathered' in until age 65, but will be offered the opportunity during open enrollment to discontinue the PPO plan and select the HRA plan, assuming all criteria are met for eligibility in the HRA plan.

G. District's Obligations Limited

The District's obligations under this Article are limited to the payment of the above-indicated sums. All terms and conditions of the various programs available pursuant to this Article are to be determined by the contracts between the District and the carriers pursuant to this Article, and are to be resolved between the carrier and the unit member.

All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article V of this Agreement.

ARTICLE XXI – DEFINITIONS

A. Working Day: "Working Day" – shall mean any day in which the District Administrative Service Center is open for business.

B. Duty Day: "Duty Day" – shall mean any day a specific unit member is assigned to work.

C. Instructional Day: "Instructional Day" – shall mean any day unit members provide student instruction.

D. Instructional Minutes: "Instructional Minutes" – the portion of time in which the unit member is responsible for the instructional content for the student(s).

E. Semester: "Semester" – shall mean 90 consecutive duty days commencing with the first instructional day in the school year. There are two semesters in a school year.

F. Immediate Family: "Member(s) of the immediate family" as used herein shall mean spouse, domestic partner, parents, step-parents, foster parents, legal guardian, children, step-children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters, sisters and brothers-in-law, uncles, aunts, nephews and nieces of the unit members or of the unit member's spouse, or any person permanently residing in the immediate household of the unit member.

G. Copies of Agreement: The District and Association shall mutually agree to the number of copies of the contract to be printed and the method of distribution, including copies furnished to the Association. The parties shall share equally in the printing costs.

H. Resignation: A resignation shall become effective upon acceptance by the Superintendent or designee.

I. Retirement: The District shall maintain in effect, for the term of this Agreement, Board Policy 4117.12 (Employment After Retirement Program).

J. Year of Service: "Year of Service" – Shall mean any one school year, in which an employee serves for at least seventy-five percent (75%) of the number of days of the Teachers' regular work year (184 days).

K. Personal Leave: "No tell day(s)" that unit member may use at their own discretion.

L. Inclusion Program Classroom: A District-identified classroom comprised of both special education and general education students with a majority being general education students. The classroom is typically instructed by both a general education and special education teacher. Refer to Special Education Procedural Manual for program descriptors.

M. RSP Push-In: The general education teacher and the special education teacher work together in the general education classroom to ensure students are receiving full access to the general education curriculum while limiting the effects of pulling students out of a classroom. Refer to Special Education Procedural Manual for program descriptors.

N. Primary Grades: Grades consisting of TK through 3rd.

ARTICLE XXII - DURATION AND RENEGOTIATION

A. Term

This Agreement shall become effective upon Board of Trustees' adoption and shall remain in full force and effect through June 30, 2028, subject to reopener provisions as listed in Section B of this Article. Proposals for the successor and reopener Agreement(s) shall be submitted so that the parties can commence meeting and negotiating upon request to bargain.

B. Reopeners

It is agreed that contract reopeners shall be as follows:

1. Article XVIII – Salary
2. Article XX – Annual Salary Supplement-Fringe Benefits
3. Certificated Calendar
4. Two Articles for OMTA
5. Two Articles for OMSD
6. A review of all Memoranda of Understanding
7. Any other matter(s) upon which the parties may mutually agree to meet and negotiate.

C. Publication of Agreement

As soon as possible, but not later than thirty (30) calendar days after Board approval, the District will make a digital copy of the updated agreement available to the Association. The District will provide and pay for one (1) hard copy of the Agreement to be placed at each District work site for Site Representatives' use.

APPENDIX A-1
SALARY SCHEDULE - TEACHERS (184) DAYS

Effective: 7/1/2025 **Date of Board Approved Increase: 8/21/2025** **Increase Applied: 1.33%**

STEP	AA**	A	B	C	D	E	F	STEP
1	70,710	70,710	70,710	70,710	70,710	74,591	78,694	1
2	70,710	70,710	70,710	70,710	73,601	77,650	81,920	2
3	70,710	70,710	70,710	72,625	76,620	80,834	85,280	3
4	70,710	70,710	71,662	75,604	79,761	84,149	88,776	4
5	70,710	70,710	74,600	78,703	83,032	87,599	92,419	5
6	70,710	73,607	77,656	81,930	86,437	91,189	96,207	6
7	70,710	76,627	80,839	85,289	89,978	94,927	100,150	7
8	70,710		84,154	88,782	93,667	98,821	104,255	8
9	70,710		87,604	92,425	97,508	102,872	108,532	9
10	70,710			96,215	101,508	107,091	112,979	10
11	70,710			100,162	105,670	111,478	117,614	11
12	70,710			104,267	110,001	116,050	122,437	12
A1				105,767	111,501	117,550	123,937	A1
A2				107,417	113,151	119,200	125,587	A2
A3					114,951	121,000	127,387	A3
A4					116,901	122,950	129,337	A4
A5					119,001	125,050	131,437	A5

** Effective 7/1/2022, minimum starting salary, on the teacher salary schedule, shall not be less than Column A Step 5 (A-5).*

*** Column AA Board approved March 12, 2026*

Column AA	Career Technical Education (CTE) Credential; No BA Degree
Column A	BA
Column B	BA + 15 semester units
Column C	BA + 30 semester units
Column D	BA + 45 semester units or MA
Column E	a) BA + 60 semester units; or b) BA + 45 semester units with MA
Column F	a) BA + 60 semester units with MA; or b) BA + 75 semester units

nniversary Years and Increments:

A1: 15-17	$1,500
A2: 18-20	$1,650
A3: 21-23	$1,800
A4: 24-26	$1,950
A5: 27+	$2,100

APPENDIX A-2
SALARY SCHEDULE - PERMIT TEACHERS PRESCHOOL

Ontario-Montclair School District

Permit Teachers' Annual Salary Schedule - Preschool 6.75 hrs/day

184 Days

Effective: 7/1/2025 **Date of Board Approved Increase: 8/21/2025** **Increase Applied: 1.33%**

STEP	A	B	C	D	E	STEP
1	42,382	44,714	47,176	49,770	52,508	1
2	44,124	46,550	49,110	51,811	54,663	2
3	45,933	48,457	51,124	53,933	56,902	3
4		50,445	53,220	56,146	59,237	4
5		52,514	55,402	58,447	61,664	5
6		54,668	57,673	60,845	64,193	6
7						7
8						8
9						9
10						10
11						11
12						12
A1			59,173	62,345	65,693	A1
A2			60,823	63,995	67,343	A2
A3				65,795	69,143	A3

Column A — 12-39 acceptable semester units (minimum of 12 core ECE/child development units) and a child development associate teacher or equivalent permit for for assignment in a preschool and/or special center program

Column B — 40-59 acceptable semester units and a child development teacher permit

Column C — 60-89 acceptable semester units and a child development teacher permit

Column D — 90-119 acceptable semester units and a child development teacher permit

Column E — 120 acceptable semester units, or a B.A degree including a child development teacher permit as outlined by the Title 5 Regulation 80112 or a children's center permit for assignment in a pre-school program

Anniversary Years and Increments:

A1: 15-17	$	1,500
A2: 18-20	$	1,650
A3: 21+	$	1,800

APPENDIX A-3

SALARY SCHEDULE - SPEECH LANGUAGE PATHOLOGIST 184 DAYS

Effective: 7/1/2025 **Date of Board Approved Increase: 8/21/2025** **Increase Applied: 1.33%**

STEP	A	B	C	STEP
1	77,774	82,052	86,564	1
2	80,961	85,416	90,113	2
3	84,283	88,918	93,807	3
4	87,735	92,563	97,654	4
5	91,336	96,358	101,660	5
6	95,080	100,311	105,826	6
7	98,978	104,420	110,164	7
8	103,033	108,703	114,681	8
9	107,260	113,160	119,385	9
10	111,659	117,799	124,278	10
11	116,236	122,628	129,376	11
12	121,001	127,655	134,679	12
A1	122,501	129,155	136,179	A1
A2	124,151	130,805	137,829	A2
A3	125,951	132,605	139,629	A3
A4	127,901	134,555	141,579	A4
A5	130,001	136,655	143,679	A5

Column A BA + Waiver
Column B BA + Waiver + Enrolled In Program
Column C MA + Credential **or** MA + SLP License + COC

Anniversary Years and Increments:

A1: 15-17	$1,500
A2: 18-20	$1,650
A3: 21-23	$1,800
A4: 24-26	$1,950
A5: 27+	$2,100

APPENDIX A-4

NURSES' ANNUAL SALARY SCHEDULE - 184 DAYS

Effective: 7/1/2025 **Date of Board Approved Increase: 8/21/2025** **Increase Applied: 1.33%**

STEP	A	B	C	D	STEP
1	70,369	74,238	78,322	82,630	1
2	73,250	77,281	81,532	86,015	2
3	76,257	80,451	84,877	89,542	3
4	79,385	83,749	88,356	93,215	4
5	82,637	87,183	91,980	97,039	5
6	86,026	90,759	95,751	101,016	6
7	89,552	94,479	99,674	105,158	7
8	93,223	98,351	103,762	109,469	8
9	97,047	102,386	108,017	113,958	9
10	101,026	106,584	112,445	118,629	10
11	105,169	110,952	117,052	123,496	11
12	109,479	115,501	121,852	128,559	12
A1	110,979	117,001	123,352	130,059	A1
A2	112,629	118,651	125,002	131,709	A2
A3		120,451	126,802	133,509	A3
A4		122,401	128,752	135,459	A4
A5		124,501	130,852	137,559	A5

Column A	BA/BSN AND Preliminary
Column B	BA/BSN + 30 Units OR Clear Credential
Column C	BA/BSN + 45 semester units OR MA/MSN
Column D	BA + 75 semester units + Clear Credential, OR MA/MSN + Clear Credential, OR Advanced Nursing Practice Degree + Clear Credential

Anniversary Years and Increments:

A1: 15-17	$1,500
A2: 18-20	$1,650
A3: 21-23	$1,800
A4: 24-26	$1,950
A5: 27+	$2,100

APPENDIX A-5

SALARY SCHEDULE - SCHOOL PSYCHOLOGIST 193 DAYS

Effective: 7/1/2025 | **Date of Board Approved Increase: 8/21/2025** | **Increase Applied: 1.33%**

		Steps					Anniversary Increments				
Title	**Days/Hours**	**I**	**II**	**III**	**IV**	**V**	**A1**	**A2**	**A3**	**A4**	**A5**
School Psychologist	193 Days @ 8 hrs.	122,842	128,070	133,295	138,527	143,749	145,249	146,899	148,699	150,649	152,749

Anniversary Years and Increments:

A1: 15-17	1,500
A2: 18-20	1,650
A3: 21-23	1,800
A4: 24-26	1,950
A5: 27+	2,100

APPENDIX B-1

Ontario-Montclair School District

CERTIFICATED TEACHER FORMAL FINAL EVALUATION FORM

20__ -20__ School Year

Teacher: _____ **School:** _____ **Assignment:** _____

Observation Dates (please list): _____

Status: ☐Temporary ☐Probationary 1 ☐Probationary 2 ☐Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

STANDARD ONE	**ENGAGING & SUPPORTING ALL STUDENTS 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 critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	**CREATING & 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
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD THREE	**UNDERSTANDING & 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 content 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 mater accessible to all students

	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD FOUR	**PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan 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 and incorporating 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
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD FVE	**ASSESS STUDENTS FOR 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 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
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD SIX	**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 6.7 Demonstrating professional responsibility, integrity, and ethical conduct
	EVIDENCE/COMMENTS:

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMETNS:

Evaluation Frequency (Article XIII Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

Evaluator's Signature / Date

Evaluatee's Signature / Date

APPENDIX B-2

Ontario-Montclair School District
TEACHER ON ASSIGNMENT
FINAL EVALUATION REPORT
NON-CLASSROOM

Teacher: **School:** **Assignment:**

Observation Dates (please list): **Observe:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

Note: TOAs primary work is to support educators to ensure student success through academic, behavioral and social/emotional engagement. The unit member and supervisor will identify and mutually agree on which element(s) apply to each CSTP standard. The boxes indicated below will be the elements by which unit members will be evaluated.

STANDARD ONE	ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING
	☐ 1.1 Using knowledge of learners 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 critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching ☐ **OTHER:**
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
	☐ 2.1 Promoting social development and responsibility within a caring community where each learner is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote learning, reflect diversity, and encourage constructive and productive interactions among learners ☐ 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 learners ☐ 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 can learn ☐ 2.7 Using instructional time to optimize learning ☐ **OTHER**
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STA	UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
	☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of learner development and proficiencies to ensure learner understanding of content

NDARDTHREE	☐ 3.3 Organizing curriculum to facilitate learner 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 learners ☐3.6 Addressing the needs of English learners with special needs to provide equitable access to the content ☐ **OTHER**
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARDFOUR	**PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL LEARNERS**
	☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan ☐ 4.2 Establishing and articulating goals for learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support learning ☐ 4.4 Planning instruction and incorporating appropriate strategies to meet the learning needs of all learners ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all learners ☐ **OTHER**
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARDFIVE	**ASSESSING 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 learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all learners in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with learners and their families ☐ **OTHER**
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARDS	**DEVELOPING AS A PROFESSIONAL EDUCATOR**
	☐ 6.1 Reflecting on teaching practice in support of 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 learning ☐ 6.4 Working with families to support learning ☐ 6.5 Engaging local communities in support of the instructional program ☐ 6.6 Managing professional responsibilities to maintain motivation and commitment to all learners ☐ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct ☐ **OTHER**

I X	EVIDENCE/COMMENTS:

EVALUATION CORROBORATION

☐ Classroom Observation(s) ☐ Professional Development ☐ Facilitating Meetings (i.e., data mtgs., SST)

☐ Coaching ☐ Family Engagement ☐ Direct Student Support (i.e., intervention, social/emotional)

☐ Other:_____

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XI Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

Evaluator's Signature / Date

Evaluatee's Signature / Date

APPENDIX B-3

CERTIFICATED FINAL EVALUATION FORM
ALTERNATIVE EVALUATION

20_____-20_____ School Year

Teacher: **School/Site:** **Assignment:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Per Article XII Section E, the alternative evaluation may be used if the following criteria are met:

a. The unit member and evaluator agree to the alternative method used;

b. The unit member has received permanent status; and

c. The unit member has two (2) consecutive satisfactory evaluations.

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XII Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

Evaluatee's Signature **Date** **Designated Evaluator's Signature** **Date**

APPENDIX B-4

SCHOOL NURSE
FORMAL EVALUATION FINAL EVALUATION REPORT
NON-CLASSROOM

Employee: **School:** **Assignment:** **Specialty Area:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

STANDARD ONE	**SCOPE AND STANDARDS OF PRACTICE**
	1.1 The school nurse collects comprehensive data pertinent to the child's health or situation 1.2 The school nurse analyzes the assessment data to determine the diagnosis and issues 1.3 The school nurse identifies expected outcomes for a plan individualized to the client or situation. 1.4 The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes. 1.5 The school nurse implements and documents the identified plan using evidence-based interventions and standard language or recognized terminology. 1.5a Coordination of Care 1.5b Health Teaching and Health Promotion 1.5c Consultation 1.5d Prescriptive Authority and Treatment 1.6 The school nurse evaluates progress towards attainment of outcomes.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	**ETHICS: THE SCHOOL NURSE PRACTICES ETHICALLY**
	2.1 Upholds healthcare consumer's confidentiality within legal, regulatory and ethical parameters of health and education 2.2 Advocates for equitable healthcare consumer care 2.3 Assists healthcare consumers in self-determination and informed decision-making, as developmentally appropriate 2.4 Speaks up when appropriate to question healthcare practice when necessary for safety and quality improvement.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TH	**EDUCATION: KNOWLEDGE & EVIDENCE –BASED PRACTICE WITH RESEARCH**
	3.1 Participates in ongoing educational activities related to professional issues 3.2 Contributes to a work environment conducive to the education of professionals 3.3 Shares educational findings, experiences and ideas with peers 3.4 Maintains state and national certification and/or credentialing 3.5 Uses current evidence, including research findings to guide practice decisions 3.6 Incorporates evidence when initiating changes in school nursing practice 3.7 Participates in data collection such as surveys, pilot projects, and formal studies
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N

R E E	
	EVIDENCE/COMMENTS:

S T A N D A R D F O U R	**QUALITY OF PRACTICE & PROGRAM MANAGEMENT**
	4.1 Demonstrates quality of practice by documenting the application of the nursing process in a responsible, accountable, and ethical manner 4.2 Uses creativity and innovation to enhance school nursing care 4.3 Participates in quality improvement practices 4.4 Conducts school health needs assessments to identify current health problems and identify the need for new programs. 4.5 Develops and implements needed health programs using a program planning process. 4.6 Evaluates ongoing health programs for outcomes and quality of care. 4.7 Interprets the role of the school nurse and school health service needs to the school and the community.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

S T A N D A R D F I V E	**COMMUNICATION & LEADERSHIP**
	5.1 Seeks continuous improvement of own communication and conflict resolution skills. 5.2 Conveys information to healthcare consumers in formats that promote understanding. 5.3 Uses communication as a strategy to achieve nursing goals. 5.4 Contributes own professional perspective with multidisciplinary team and others. 5.5 Seeks ways to advance nursing autonomy and accountability of school nurses. 5.6 Participates in school nursing, school health and other professional organizations. 5.7 Serves in formal and informal leadership roles in professional organizations and committees at local, state and national levels. 5.8 Mentors colleagues for the advancement of nursing practice, the profession, and quality healthcare.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

S T A N D A R D S I X	**COLLABORATION WITH HEALTHCARE CONSUMERS, THE FAMILY AND OTHERS**
	6.1 Partners with others to effect change and generate positive outcomes through the sharing of knowledge about the healthcare consumer and/or situation. 6.2 Functions as a liaison between the family, school and community. 6.3 Acts as an advocate for the healthcare consumer in multidisciplinary collaboration.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD SEVEN	ENVIROMENTAL HEALTH
	7.1 Promotes a practice environment that reduces environmental health risks of healthcare consumers, including visitors. 7.2 Assures communication regarding environmental risks and exposure reduction strategies to student healthcare consumers, families, colleagues, and communities.6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 7.3 Participates in or initiates strategies that promote an emotionally or physically healthy school culture.
	EVIDENCE/COMMENTS:

STANDARD EIGHT	CUSTOMER SERVICE AND INTERPERSONAL PROFESSIONALISM
	8.1 Adheres to assigned work schedule, and notifies supervisor and school site of changes in schedule 8.2 Collaborates and interacts with others to build consensus and teamwork; maintains effective interpersonal relationship 8.3 Acts in a professional, respectful and caring manner sensitive to the need of families, children and site/department 8.4 Participates in appropriate professional organizations in a membership or leadership capacity 8.5 Demonstrates professional responsibility, integrity, and ethical conduct. 8.6 Respects views and cultural values of others.
	EVIDENCE/COMMENTS:

EVALUATION CORROBORATION			
☐ Observation(s)	☐	☐	☐
☐	☐	☐	☐ Other:_____

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XI Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

_____ _____

Evaluator's Signature / Date **Evaluatee's Signature / Date**

APPENDIX B-5

SPEECH LANGUAGE PATHOLOGIST - FINAL EVALUATION REPORT
NON-CLASSROOM

20____-20____ School Year

Speech Pathologist: **Observation Site:** **Assignment:**

Observation Dates (please list): **Observer Name:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

STANDARD ONE	**STANDARD I: ASSESSMENT AND DIAGNOSING**
	1.1 Engages as an active participant in meetings and activities designed to identify students with potential special education needs by providing professional knowledge and making appropriate recommendations. **1.2** Utilizes appropriate assessment and data collection methods. **1.3** Analyzes and interprets evaluations to inform eligibility, service, and programming decisions. **1.4** Completes evaluations in a timely manner.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	**STANDARD II: INDIVIDUAL EDUCATION PLAN**
	2.1 Prepares adequately for IEP meetings. **2.2** Demonstrates collaboration with all members of the IEP team to create goals that are observable, measurable, and educationally relevant. **2.3** Explains IEP clearly using language that parents and team members can understand. **2.4** Demonstrates knowledge in response to questions and comments of other team members. **2.5** Completes documentation and maintains district compliance as it pertains to special education timelines.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TH	**STANDARD III: THERAPY**
	3.1 Demonstrates effective use of time and maximizes students participation (e.g., starts session on time, facilitates maximum practice opportunities for each student). **3.2** Establishes and states behavioral expectations for students while facilitating respectful relationships among students. **3.3** Prepares for therapy sessions by organizing materials and selecting /adapting materials, equipment and /or devices to meet students' needs. **3.4** Uses instructional language that is consistent with the students' comprehension levels. **3.5** Develops appropriate therapy activities that connect learning to students' prior knowledge, background, life experience, and interest. **3.6** Uses differentiated teaching strategies to enhance students' participation and learning (e.g., pacing, presentation, feedback, repetition, behavior management).

R E E	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

S T A N D A R D F O U R	**STANDARD IV: PROFESSIONAL RESPONSIBILITIES**
	4.1 Maintains professionalism during interaction with others (e.g., teachers, parents, students, and colleagues). **4.2** Demonstrates professional and effective oral and written communication skills. **4.3** Demonstrates professional responsibility, integrity, and ethical conduct. **4.4** Respects views and cultural values of others.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

EVALUATION CORROBORATION
☐ Professional Development Facilitation ☐ Other:_____

EVIDENCE/COMMENTS:
EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XI Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

_____ _____

Evaluator's Signature / Date **Evaluatee's Signature / Date**

APPENDIX B-6

Ontario-Montclair School District
COUNSELOR
FORMAL FINAL EVALUATION REPORT
NON-CLASSROOM

20____-20____ School Year

Counselor: **Observation Site:** **Assignment:**

Observation Dates (please list): **Observer Name:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

STANDARD ONE	**STANDARD I: DEVELOPMENT & MANAGEMENT OF A SCHOOL COUNSELING PROGRAM**
	1.1 Discusses the school counseling program with the school administrator (i.e., SST, Crisis Response, SART/SARB, Chronic Absences, Groups, PBIS, Grades, Master Schedule). **1.2** Uses data to develop school counseling program goals, and shares the goals with stakeholders (i.e., administrators, teachers, students, parents, and community). **1.3** Uses data to develop and/or coordinates curriculum, small-group and closing-the-gap action plans for effective delivery of the school counseling program. **1.4** Uses the majority of time providing direct and indirect student services through the school counseling lessons, individual student planning and responsive services and most of the remaining time in program management, system support and accountability. **1.5** Uses data in collaboration with school team, develop and/or coordinates comprehensive programs that meet students needs.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	**STANDARD II: DELIVERY OF SCHOOL COUNSELING PROGRAM/DIRECT & INDIRECT STUDENT SERVICES**
	2.1 Provides direct student services (school counseling core curriculum (all students) individual student planning and responsive services). **2.2** Delivers or coordinates school counseling lessons in classroom and large-group sessions. **2.3** Provides appraisal and advisement to assist students with academic, career and personal/social planning. **2.4** Provides and/or coordinates individual and group counseling to students with identified concerns and needs. **2.5** Indirect student services are provided on behalf of identified students; strategies to include referrals, consultation and collaboration. **2.6** Refer students and parents to appropriate school and community resources to support student achievement and success. **2.7** Consults with parents and other educators to share strategies that support student achievement and success. **2.8** Collaborates with parents, other educators and community resources to support student achievement and success.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N

	EVIDENCE/COMMENTS:

STANDARD THREE	**STANDARD III: ACCOUNTABILITY AND ASSESSMENT**
	3.1 Identifies and analyzes school data to inform the school counseling program and measure program results. (i.e., attendance, behavior, academic). **3.2** Analyzes data on how time is used and adjusts program delivery to meet student needs as demonstrated in school data. **3.3** Collects and analyzes results data of school counseling program activities to guide program evaluation and improvement. **3.4** Monitors student academic performance, attendance and behavioral data to inform school counseling program goals. **3.5** Conducts self analysis to determine strengths and areas of improvement and plans professional development accordingly. **3.7** Shares school counseling program results data with relevant stakeholders.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD FOUR	**STANDARD IV: PROFESSIONAL RESPONSIBILITIES**
	4.1 Maintains professionalism during interaction with others (e.g., teachers, parents, students, and colleagues). **4.2** Demonstrates professional and effective oral and written communication skills. **4.3** Demonstrates professional responsibility, integrity, and ethical conduct. **4.4** Respects views and cultural values of others.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

EVALUATION CORROBORATION		
☐ Observation(s)	☐ Lesson Plan	☐ Presentation (i.e., Professional Development)
☐ Parent Meeting	☐ Data Meeting	☐ Other:_____

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XI Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

Evaluator's Signature / Date

Evaluatee's Signature / Date

Revised: 10.28.2019

APPENDIX B-7

Ontario-Montclair School District
ADAPTED PHYSICAL EDUCATION (APE)
FORMAL EVALUATION FINAL EVALUATION REPORT
NON-CLASSROOM

Employee: **School(s):** **Assignment:**

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings: Meets Standards = M Progressing Towards Meeting Standards = P Does Not Meet Standards = N

STANDARD ONE	**STANDARD I: MEASUREMENT, EVALUATION AND ASSESSMENT**
	1.1 Utilizes appropriate assessment and data collection methods. 1.2 Analyzes and interprets evaluations to inform eligibility, service, and programming decisions. 1.3 Completes evaluations in a timely manner. 1.4 Communication regarding assessment exists among all of the individuals providing instruction and services to individuals with disabilities
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD TWO	**STANDARD II: INSTRUCTIONAL DESIGN AND PLANNING**
	2.1 Prepares adequately for annual and triennial IEP meetings. 2.2 Demonstrates collaboration with all members of the IEP team to create goals that are observable and measurable and educationally relevant. 2.3 Engages as an active participant in meetings and activities designed to identify students with potential special education needs by providing professional knowledge and making appropriate recommendations. 2.4 Responds appropriately to questions and comments of other team members. 2.5 Completes documentation and maintains district compliance as it pertains to special education timelines. 2.6 Goals and objectives are based on the assessment results and identified needs of the child to enable the child to progress in the physical education curriculum. 2.7 Goals and objectives address the child's unique needs related to the disability.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD THREE	STANDARD III: TEACHING
	3.1 Demonstrates effective use of time and maximizes students participation (starts session on time, facilitates maximum practice opportunities for each student). 3.2 Establishes and states behavioral expectations for students while facilitating respectful relationships among students 3.3 Prepares by organizing materials and selecting /adapting materials, equipment and /or devices to meet students' needs. 3.4 Uses instructional language that is consistent with the students' comprehension levels. 3.5 Develops appropriate activities that connect learning to students' prior knowledge, background, life experience, and interest. 3.6 Uses differentiated teaching strategies to enhance students' participation and learning (e.g., pacing, presentation, feedback, repetition, behavior management). 3.7 Adapts, accommodates and modifies lessons as needed based on individual student needs.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD FOUR	STANDARD IV: EXERCISE SCIENCE AND MOTOR BEHAVIOR
	4.1 Exposes student(s) to a variety of movement activities and becoming competent in several, depending upon ability. 4.2 Introduces students to movement concepts and principles in accordance with cognitive ability and apply some of these when moving 4.3 Ensures student(s) demonstrate appropriate personal behavior while participating in movement activities and fitness skills 4.4 Exposes students to a variety of movement activities. 4.5 Uses prompting to assist in generating movements (i.e. Natural Cue, Gestural Cue, Indirect Verbal Prompt, Modeling, Symbolic Prompt, Direct Verbal Prompt, Physical Prompt).
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

STANDARD FIVE	STANDARD V: PROFESSIONAL RESPONSIBILITIES
	4.1 Maintains professionalism during interaction with others (e.g., teachers, parents, students, and colleagues). 4.2 Demonstrates professional and effective oral and written communication skills. 4.3 Demonstrates professional responsibility, integrity, and ethical conduct. 4.4 Respects views and cultural values of others. 4.5 Creates schedules to service their assigned caseload and notify supervisor and school site for changes.
	PLEASE CHECK ONE: ☐ M ☐ P ☐ N
	EVIDENCE/COMMENTS:

EVALUATION CORROBORATION			
☐ Observation(s)	☐	☐	☐
☐	☐	☐	☐ Other:_____

EVALUATOR'S COMMENTS:
EVALUATEE'S COMMENTS:

Evaluation Frequency (Article XI Section C): ☐ 1-Year ☐ 2-Year ☐ 4-Year

Employee will be evaluated again in the - school year.

Your signature here does not necessarily mean you agree with the evaluation, but it does indicate that you participated in the Formal Observation process, this Final Evaluation Report was presented to you, and you received a copy.

_____ _____

Evaluator's Signature / Date **Evaluatee's Signature / Date**

APPENDIX B-8 – EVALUATION PLANNING FORM

ONTARIO-MONTCLAIR SCHOOL DISTRICT
EVALUATION PLANNING FORM

Employee Name_____ Date_____

Site/Department _____ Position/Job Title_____

___ Formal Observation ___ Peer Coaching ___ Portfolio ___ Action Research ___ Other

Duration of Process: _____ years
Focus:_____

How this will impact student achievement: _____

_____

Anticipated Activities and Timelines

_____ _____ _____ _____
Evaluatee Signature Initial Date Evaluator Signature Initial Date

_____ _____ _____ _____
Evaluatee Signature Final Date Evaluator Signature Final Date

11/29/2010

Ontario-Montclair School District RUBRIC FOR TEACHER EVALUATION STANDARD 1: Engaging and Supporting All Students in Learning			
ELEMENT	*MEETS STANDARDS*	*PROGRESSING TOWARDS MEETING STANDARDS*	*DOES NOT MEET STANDARDS*
1.1 ing knowledge of students to engage them in learning • The teacher builds structures and processes that engage students on a meaningful level.	Consistently	Occasionally	Rarely
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests • The teacher makes connections between the learning goals and students' prior knowledge, life experiences, and interests.	Consistently	Occasionally	Rarely
1.3 Connecting subject matter to meaningful, real-life contexts • The teacher provides opportunities for students to make meaningful connections to real-life contexts.	Consistently	Occasionally	Rarely
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs • The teacher uses a variety of instructional strategies and resources to respond to students' diverse needs.	Consistently	Occasionally	Rarely
1.5 Promoting critical thinking through inquiry, problem solving and reflection • The teacher provides opportunities for students to make inquiries, think critically, and reflect.	Consistently	Occasionally	Rarely
1.6 Monitoring student learning and adjusting instruction while teaching • The teacher monitors student progress and adjusts instruction to support the learning goals.	Consistently	Occasionally	Rarely
STANDARD 2: Creating and Maintaining Effective Environments for Student Learning			
ELEMENT	*MEETS STANDARDS*	*PROGRESSING TOWARDS MEETING STANDARDS*	*DOES NOT MEET STANDARDS*
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • The teacher promotes a socially responsible, respectful, and caring classroom community.	Consistently	Occasionally	Rarely
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. • The teacher creates learning environments that ensure safety, respect diversity, and facilitate constructive and purposeful interaction.	Consistently	Occasionally	Rarely
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe • The teacher maintains a safe learning environment, which facilitates positive and productive classroom interactions.	Consistently	Occasionally	Rarely
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students • The teacher creates a rigorous learning environment and provides students the necessary differentiated support to achieve.	Consistently	Occasionally	Rarely
2.5 Developing, communicating, and maintaining high standards for individual and group behavior • The teacher develops, maintains and communicates standards for student behavior.	Consistently	Occasionally	Rarely
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn • The teacher promotes a climate conducive to learning through the use of routines, procedures, and norms.	Consistently	Occasionally	Rarely
2.7 Using instructional time to optimize learning • The teacher uses techniques to optimize instructional time.	Consistently	Occasionally	Rarely

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning			
ELEMENT	*MEETS STANDARDS*	*PROGRESSING TOWARDS MEETING STANDARDS*	*DOES NOT MEET STANDARDS*
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • The teacher demonstrates knowledge of subject matter, academic content standards, and curriculum frameworks, incorporating multiple perspectives and connections across content areas as appropriate.	Consistently	Occasionally	Rarely
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content • The teacher applies knowledge of human development/learning theory to address individual student learning needs.	Consistently	Occasionally	Rarely
3.3 Organizing curriculum to facilitate student understanding of the subject matter • The teacher organizes the curriculum, uses the framework, and selects instructional strategies to promote student understanding.	Consistently	Occasionally	Rarely
3.4 Utilizing instructional strategies that are appropriate to the subject matter • The teacher uses a variety of effective instructional strategies to promote a deep and complex understanding of the subject matter.	Consistently	Occasionally	Rarely
3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • The teacher selects and adapts resources to make the subject matter accessible to students.	Consistently	Occasionally	Rarely
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content • The teacher adapts lessons to support the unique needs of English Learners and students with special needs to ensure equitable access to grade level standards.	Consistently	Occasionally	Rarely
STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students			
ELEMENT	*MEETS STANDARDS*	*PROGRESSING TOWARDS MEETING STANDARDS*	*DOES NOT MEET STANDARDS*
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan • The teacher plans instruction based on students' academic readiness, language proficiency, cultural background, and varied needs.	Consistently	Occasionally	Rarely
4.2 Establishing and articulating goals for student learning • The teacher builds on student strengths and needs to establish and communicate clear, challenging, and achievable long and short-term goals.	Consistently	Occasionally	Rarely
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning • The teacher uses multiple measures to design the instructional program to support student achievement goals.	Consistently	Occasionally	Rarely
4.4 Planning instruction and incorporating appropriate strategies to meet the learning needs of all students • The teacher plans differentiated lessons, checks for understanding, then utilizes appropriate strategies to remediate or accelerate instruction.	Consistently	Occasionally	Rarely
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students. • The teacher self-reflects on successes and struggles in order to modify future lessons.	Consistently	Occasionally	Rarely

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD 5: Assessing Student for Learning			
ELEMENT	*MEETS STANDARDS*	*PROGRESSING TOWARDS MEETING STANDARDS*	*DOES NOT MEET STANDARDS*
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments • The teacher understands and utilizes a variety of assessments to inform instruction.	Consistently	Occasionally	Rarely
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction • The teacher collects and analyzes a variety of data to monitor student learning.	Consistently	Occasionally	Rarely
5.3 Reviewing data, both individually and with colleagues, to monitor student learning • The teacher uses assessment results to guide student learning to eliminate achievement gaps.	Consistently	Occasionally	Rarely
5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction • The teacher establishes learning goals that are reflective of assessment data.	Consistently	Occasionally	Rarely
5.5 Involving all students in self-assessment, goal setting, and monitoring progress • The teacher promotes student self-assessment and self-reflection as part of a collaborative learning process.	Consistently	Occasionally	Rarely
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning • The teacher uses available technology to support assessment administration, to analyze data, and to communicate learning through technological resources.	Consistently	Occasionally	Rarely
5.7 Using assessment information to share timely and comprehensible feedback with students and their families • The teacher shares timely and comprehensible feedback with students and families to promote understanding of student progress.	Consistently	Occasionally	Rarely

APPENDIX C-2

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #1 APPLIES APPROPRIATE THEORY AS BASIS FOR DECISION MAKING IN NURSING PRACTICE

ELEMENT	PRACTICE THAT CONSISTENTLY EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
1.1 Demonstrates evidence of use of nursing theory by sharing information with peers, students, family, staff, other professionals and the community to assist change.	The nurse demonstrates evidence of use of theory by sharing information with peers, students, family, staff, other professionals and the community to assist change.	The nurse often demonstrates evidence of use of theory by sharing information with peers, students, family staff, other professional, and the community to assist change.	The nurse sometimes demonstrates evidence of use of theory by sharing information with peers, students, family staff, other professionals, and the community to assist change.	The nurse does not demonstrate evidence of use of theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.
1.2 Demonstrates application of nursing theory by use of most recent techniques and information which governs actions.	The nurse demonstrates application of nursing theory by use of most recent techniques and **information** which governs actions.	The nurse often demonstrates application of nursing theory by use of most recent techniques and information which governs actions.	The nurse sometimes demonstrates application of nursing theory by use of most recent techniques and information which governs actions.	The nurse does not demonstrate application of nursing theory by use of most recent techniques and information which governs actions.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #2 PROGRAM MANAGEMENT: ESTABLISHES AND MAINTAINS A COMPREHENSIVE HEALTH PROGRAM

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
2.1 Consults with school administration to establish, review, and revise procedure for a comprehensive school health program which is in compliance with state and local statutes and regulations	The nurse consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.	The nurse often consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.	The nurse sometimes consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.	The nurse does not consult with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.
2.2 Assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.	The nurse assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.	The nurse often assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.	The nurse sometimes assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.	The nurse does not assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.
2.3 Assumes responsibility for inservice programs for school	The nurse assumes responsibility for inservice	The nurse often assumes responsibility for inservice	The nurse sometimes assumes responsibility for inservice programs for	The nurse does not assume responsibility for inservice programs for school

personnel regarding health related issues.	programs for school personnel regarding health related issues.	programs for school personnel regarding health related issues.	school personnel regarding health related issues.	personnel regarding health related issues
2.4 Establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse often establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse sometimes establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse does not establish a process to identify students at-risk for physical and psychosocial problems.
2.5 Communicates student health needs to after school personnel.	The nurse communicates student health needs to after school personnel.	The nurse often communicates student health needs to after school personnel.	The nurse sometimes communicates student health needs to after school personnel.	The nurse does not communicate student health needs to after school personnel.
2.6 Establishes a follow up mechanism for referral identified students.	The nurse establishes a follow up mechanism for referral identified students.	The nurse often establishes a follow up mechanism for referral identified students.	The nurse sometimes establishes a follow up mechanism for referral identified students.	The nurse does not establish a follow up mechanism for referral identified students.
2.7 Completes written reports to provide continuity and accountability of the program.	The nurse completes written reports to provide continuity and accountability of the program.	The nurse often completes written reports to provide continuity and accountability of the program.	The nurse sometimes completes written reports to provide continuity and accountability of the program.	The nurse does not complete written reports to provide continuity and accountability of the program.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #2 PROGRAM MANAGEMENT: ESTABLISHES AND MAINTAINS A COMPREHENSIVE HEALTH PROGRAM (continued)

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
2.5 Communicates student health needs to after school personnel.	The nurse communicates student health needs to after school personnel.	The nurse often communicates student health needs to after school personnel.	The nurse sometimes communicates student health needs to after school personnel.	The nurse does not communicate student health needs to after school personnel.
2.6 Establishes a follow up mechanism for referral identified students.	The nurse establishes a follow up mechanism for referral identified students.	The nurse often establishes a follow up mechanism for referral identified students.	The nurse sometimes establishes a follow up mechanism for referral identified students.	The nurse does not establish a follow up mechanism for referral identified students.
2.7 Completes written reports to provide continuity and accountability of the program.	The nurse completes written reports to provide continuity and accountability of the program.	The nurse often completes written reports to provide continuity and accountability of the program.	The nurse sometimes completes written reports to provide continuity and accountability of the program.	The nurse does not complete written reports to provide continuity and accountability of the program.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #3 NURSING PROCESS: THE NURSING PROCESS INCLUDES INDIVIDUALIZED HEALTH PLANS THAT ARE DEVELOPED BY THE SCHOOL NURSE

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
3.1 Collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse often collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse seldom collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse does not collect information about the health and developmental status of the student in a systematic and continuous manner.
3.2 Uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse often uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse sometimes uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse does not use data collected about the health and developmental status of the student to determine a nursing diagnosis.
3.3 Develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	The nurse develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	The nurse often develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	The nurse sometimes develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs	The nurse does not develop a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs

			(evidence of plan provided).	(evidence of plan provided).
3.4 Intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse often intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse sometimes intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse does not intervene as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.
3.5 Assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse often assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse sometimes assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse does not assess student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #4 INTERDISCIPLINARY COLLABORATION: COLLABORATES WITH OTHER PROFESSIONALS IN ASSESSING, PLANNING, IMPLEMENTING, AND EVALUATING PROGRAMS AND OTHER SCHOOL HEALTH ACTIVITIES

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
4.1 Participates as an integral member of interdisciplinary teams	The nurse participates as in integral member of interdisciplinary teams.	The nurse often participates as an integral member of interdisciplinary teams.	The nurse seldom participates as an integral member of interdisciplinary teams.	The nurse does not participate as an integral member of interdisciplinary teams.
4.2 Assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse often assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse seldom assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse does not assume leadership in the individualized education plan when primary service for the student is health related.
4.3 Identifies when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	The nurse identifies when supportive disciplines have similar skills, and shares power of influence; understands and expresses appreciation of unique contribution of each discipline.	The nurse often identifies when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	The nurse seldom identifies when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	The nurse does not identify when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #5 HEALTH EDUCATION: ASSISTS STUDENTS, FAMILIES, AND GROUPS TO ACHIEVE OPTIMAL LEVELS OF WELLNESS THROUGH HEALTH EDUCATION

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
5.1 Demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse often demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse sometimes demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse does not demonstrate the use of the principles of learning and appropriate teaching methods.
5.2 Teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse often teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse sometimes teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse does not teach the basic principles of health promotion and disease prevention to individuals and groups.
5.3 Acts as a resource in health education to school personnel, students, and families.	The nurse acts as a resource in health education to school personnel, students, and families.	The nurse often acts as a resource in health education to school personnel, students, and families.	The nurse sometimes acts as a resource in health education to school personnel, students, and families.	The nurse does not act as a resource in health education to school personnel, students, and families.
5.4 Uses the results of assessments to guide instruction.	The nurse uses the results of assessment to guide instruction.	The nurse often uses the results of assessments to guide instruction.	The nurse sometimes uses the results of assessments to guide instruction.	The nurse does not use the results of assessments to guide instruction.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #6 PARTICIPATES IN EVALUATION TO ASSURE QUALITY OF HEALTH SERVICES PROVIDED FOR STUDENTS, ASSUMES RESPONSIBILITY FOR CONTINUING EDUCATION PROFESSIONAL GROWTH FOR SELF AND OTHERS

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
6.1 Participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse often participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse seldom participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse does not participate in continuing education programs to increase understanding and update skills (evidence provided).
6.2 Assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse often assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse seldom assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse does not assume professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #7 COMMUNITY HEALTH SYSTEMS: PARTICIPATES WITH OTHER KEY MEMBERS OF THE COMMUNITY TO ASSESS, PLAN, IMPLEMENT, AND EVALUATE SCHOOL HEALTH SERVICES IN THE PROMOTION OF PREVENTION

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
7.1 Interprets school health service needs and the role of the school nurse to the school and community.	The nurse interprets school health service needs and the role of the school nurse to the school and community.	The nurse often interprets school health service needs and the role of the school nurse to the school and community.	The nurse sometimes interprets school health service needs and the role of the school nurse to the school and community.	The nurse does not interpret school health service needs and the role of the school nurse to the school and community.
7.2 Collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse often collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse sometimes collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse does not collaborate with agencies within and outside the community to ensure continuity of service and care.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #8 RESEARCH: CONTRIBUTES TO NURSING AND SCHOOL HEALTH THROUGH INNOVATIONS IN THEORY AND PRACTICE AND PARTICIPATION IN RESEARCH

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
8.1 Obtains expert consultation as needed.	The nurse obtains expert consultation as needed.	The nurse often obtains expert consultation as needed.	The nurse sometimes obtains expert consultation as needed.	The nurse does not obtain expert consultation as needed.
8.2 Participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse often participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse sometimes participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse does not participate in research as subject, facilitator, evaluator, or critic (as appropriate).

APPENDIX D - INSTRUCTIONAL MINUTES

Minimum instructional minutes, per Education Code, at the various grade levels shall be as follows:

180 Instructional days:

Transitional/Kindergarten	210 minutes per day
Grades 1 - 3	290 minutes per day
Grades 4 - 8	310 minutes per day

Notwithstanding the instructional minutes set forth herein above, and the provisions of Article IX, Class Size, District retains the right to offer additional instructional minutes to Middle School students and to staff such programs with unit member volunteers and/or other Certificated personnel. Compensation provided unit member volunteers would be subject to negotiations at such time as the District develops specific program offerings.

APPENDIX E – SUPPORT PROVIDER TEACHER PROGRAM

I. Definition

The Support Provider Program is a District wide program that utilizes the instructional expertise of veteran teachers to support the professional growth and development of beginning teachers in the Ontario-Montclair School District. The beginning teachers included in the Support Provider Program are those who are working towards completion of their Clear California teaching credentials. Teachers who hold preliminary credentials must participate in the intensive support and structured formative assessment activities provided by the District's Beginning Teacher Support and Assessment (BTSA) Induction Program.

II. Program Goals

A. Increase student achievement by effectively implementing the elements of the California Standards for the Teaching Profession (CSTP) in daily practice
B. Enhance knowledge of content specific pedagogy and strategies to increase student achievement in the core content areas
C. Develop proficiency in using state-adopted academic content standards, curriculum frameworks, and District curriculum in the core content areas to design learning experiences to meet the needs of all students
D. Strengthen knowledge and implementation of effective assessment tools and strategies to correctly diagnose student attainment of identified standards in the core content areas
E. Strengthen understanding of the various cultures and language groups represented in the District and the implementation of successful strategies to support students who are culturally, linguistically, and academically diverse
F. Increase knowledge and implementation of English language proficiency assessments
G. Successful completion of the Induction Program requirements, as necessary

III. Selection Committee

A. Support Providers are selected and assigned carefully, using a fair, well articulated process that is in compliance with the California Commission on Teacher Credentialing Standards and monitored consistently through the staff development office.
B. When there are Support Provider vacancies, Human Resources shall convene a 5-7 member selection committee to participate in the screening, interviewing, and selection process. The committee shall be composed of classroom teachers, selected by the Association, and administrators. The committee shall include representatives from the PAR panel. All selection committee members should be familiar with the goals and services of the support provider teacher program. The majority of the members of the committee shall be certificated teachers.

C. Committee Responsibilities:

1. Review and screen applications for the program.
2. Consider designated criteria and qualifications of applicants
3. Conduct assessment activities which may include interviews, classroom observations and demonstration lessons to determine the best qualified candidates.
4. Before nominating any candidate, a Selection Committee shall review the following information which may include:
    - Support Provider Application
    - Support Provider Recommendation forms
    - Letter of Intent
    - Professional Resume
    - Classroom Observation Rubric and Instruction Plan
    - Interview Rubric
    - Staff Development Presentation rubric
    - Candidate's response to a written prompt
5. A Selection Committee shall mutually decide on selection of all qualified applicants.
6. A Selection Committee shall recommend to the Superintendent, for approval by the Board of Trustees, those persons qualified and nominated for selection as Support Providers.
7. A Selection Committee shall, whenever feasible, also recommend qualified alternate nominees.

IV. Support Provider Qualifications

The qualifications of the Support Provider will be determined by a Selection Committee taking into consideration:

A. Credentials
B. Permanent status in his/her current district
C. Substantial recent experience in classroom instruction
D. Knowledge of beginning teacher development
E. Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the California Standards for the Teaching Profession.
F. Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider
G. Willingness to engage in formative assessment process, including non-evaluative, reflective conversations about formative assessment evidence with participating teachers
H. Willingness to share instructional ideas and materials with participating teachers

I. Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity

J. Effective interpersonal and communication skills

K. Willingness to work with participating teachers

L. Demonstrated commitment to personal professional growth and learning

M. Willingness and ability to be an excellent professional role model.

V. Application and Final Selection

A. All applications for Support Providers shall be submitted to Human Resources for transmittal to the Selection Committee.

B. All application procedures shall be determined by Human Resources.

C. The final selection of Support Providers shall be by the action of the Board of Trustees.

VI. Term of Appointment and/or Continued Appointment

A. A service year shall be from July 1 through June 30.

B. Appointment as a Support Provider shall be for a one-year duration.

C. Support Providers seeking continued appointment shall submit a renomination form and be reviewed annually by the Director II of Professional Development or designee.

D. Full time Support Providers shall not serve for a period of more than four (4) consecutive years.

VII. Duties and Responsibilities of Support Providers:

A. The duties of each Support Provider will be determined on an individual basis by consultation between the Support Provider and the Director II of Professional Development or designee.

B. The hours of service shall be based on the nature of the assignments, shall include activities outside the duty day, and may include off-track/summer recess periods.

C. Support Providers shall not be exempt from any extra duty assignments. Support Providers shall not be exempt from staff meetings required of any other member of the bargaining unit.

VIII. Supervision and Evaluation

The BTSA program assesses the quality of services provided by support providers to participating teachers using multiple sources of evidence, including information from participating teachers. The Director II of Professional Development or designee provides formative feedback to support providers on their work, and retain in the program only those support providers who are successful.

A. Support Providers shall be supervised by the Director II of Professional Development or designee.

B. Full time Support Providers' performance shall be evaluated by the Director II of Professional Development or designee.

C. Teaching Support Providers are assessed by the Director II of Professional Development or designee in relation to their performance as a support provider.

D. The BTSA program assesses the quality of services provided by Support Providers to participating teachers by using multiple measures including monthly contact logs/quarterly assessments; Support Providers Professional Development Plan; closure conference observation; mid-year and end-of-the-year surveys and workshop participant feedback forms.

IX. Compensation

A. The compensation for the full time Support Providers shall be based on the Teacher Salary Schedule.

B. Compensation for part time Support Providers shall be established annually based on program budgets and mutually agreed upon by the District and the Association.

X. Job Description

Job descriptions for the various levels of Support Providers shall be established by the Director II of Professional Development based upon District needs and California Commission on Teacher Credentialing Induction Program Standards.

APPENDIX F – PEER ASSISTANCE AND REVIEW (PAR) PROGRAM GUIDELINES

I. Purpose

The purpose of participation in the Peer Assistance and Review (PAR) Program is to assist permanent teachers in need of development or to further improve performance in teaching methods and/or instruction.

II. Participating Teachers (PTs)

A. The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the Agreement between the Association and the District. There are two (2) categories of Participating Teachers:

(1) Non-voluntary Permanent

(2) Voluntary Permanent

B. The evaluation process for the Participating Teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the District and the Association.

III. PAR Program Eligibility

A. Teacher Participation For "Practice Not Consistent with Standards"

Through peer Consulting Teachers (CTs), this component of the PAR Program shall provide intervention to permanent teachers who receive a rating of "1" (Practice Not Consistent with Standards) in any two of the first five domains of the California Standards for the Teaching Profession (CSTP) and/or additions in the final evaluation. The district administrator/principal will refer such candidates to the PAR Panel. Teachers cannot be referred exclusively on the basis of student standardized test results.

B. Teacher Participation For Lack of Progress

Permanent Teachers receiving a (2) "Developing Practice that Partially Meets Standards" in two or more of the first five domains of the California Standards for the Teaching Profession and/or the additions provided in the evaluation Memorandum of Understanding on their final evaluation in two consecutive evaluations, may be referred by the district administrator/principal to the PAR Panel for intervention under this program. If the PAR Panel accepts the recommendation, participation is mandatory.

Teachers who participate in PAR, as defined by A and B above, will henceforth be referred to as PAR teachers.

C. Voluntary Teacher Participation

The purpose of voluntary participation in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the PAR Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Teacher may terminate in writing his/her participation in the PAR program at any time without a requirement to give a reason for said request.

All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the PAR Panel.

The PAR Panel shall have the authority to accept or reject referrals as defined in sections B and C above from volunteers or principals. Teachers so referred shall have an opportunity to appear before the PAR Panel prior to its determination regarding such a referral.

IV. Exclusions

The PAR Program shall not address teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from evaluations.

This article neither expands nor diminishes the unit member's ability to grieve a supervisor's evaluation pursuant to the negotiated contract between the parties. Grievance procedures are not applicable to the Consulting Teacher's assistance and review.

V. Support for Beginning Teachers

The Beginning Teacher shall be defined as any unit members without permanent status and may include:

a. Fully credentialed 1st or 2nd year teachers,
b. Intern teachers,
c. Pre-intern teachers,
d. Experienced teachers who are new to the District, and
e. Teachers with Emergency Permits.

A component of the PAR Program is to support Beginning Teachers to develop and improve instructional skills, classroom management, knowledge of subject and other aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning

unit members the assistance portion of PAR may be the Beginning Teacher Support and Assessment (BTSA) Program, Intern Program, Pre-intern Program, staff development opportunities and District Support Provider program. Beginning Teachers will not be permitted to receive voluntary or PAR consulting services through the PAR program.

Beginning Teachers shall be served on an as needed basis by the District. PAR Program funds may be used to support all Beginning Teachers as listed in "a" through "e" above.

VI. PAR PANEL

A. PAR Panel Composition and Selection

The PAR program is supervised and evaluated by a PAR Panel composed of four certificated classroom teachers and three administrators. These administrators and teachers shall be selected by a joint selection process between the Association and the District. If a collaborative decision cannot be reached or parties fail to act within 20 days then the administration and Association will self select. The chair alternates annually between a teacher and an administrator. A Panel year is defined as July 1 – June 30. PAR Panel members will be reviewed annually by the Association and the District with a minimum of three years of participation expected. An alternate teacher and administrative member will be selected to attend meetings and serve in cases of vacancy(ies) or absence(s) on the PAR Panel.

A stipend of $1,000 per year for unit members will be provided and annually reviewed by the Association and District.

B. PAR Panel Duties and Responsibilities

The PAR Panel shall:

1. Facilitate the PAR and Voluntary Teacher PAR Program.
2. Determine their meeting schedule.
3. Establish operating rules and procedures.
4. Participate in any training required to implement the program.
5. Complete the final selection of the CT(s) by consensus. If a consensus cannot be reached after two meetings then the decision will be by majority vote.
6. Use a consensus model for decision making.

7. Accept or reject non-mandatory referrals for intervention from principals and volunteers.
8. Meet with CT(s) periodically to approve and/or review professional growth plans for participating teachers and receive reports.
9. Oversee training of CT(s).
10. Provide input and review the PAR and Voluntary Teacher PAR Program budget prior to the Assistant Superintendent submitting it to the Governing Board of the District for approval.
11. Assess the effectiveness of CT(s) and their documentation.
12. Monitor the progress of PT intervention(s) including assessing the success of intervention(s) and so advising the Governing Board of the District.
13. Evaluate annually the impact of the District's PAR program in order to improve the program.

All rules and procedures established by the PAR Panel shall be available to certificated and administrative employees of the District.

C. Panel Recommendations and Decision Making

The PAR Panel uses the OMSD consensus model for decision making.

1. To conduct an official meeting, at least five (5) of the seven (7) members of the PAR Panel must be present. No action or recommendations shall be voted upon unless at least three Association panel members and two Administrative panel members are present.
2. The PAR panel shall request the CT submit a professional growth plan, a mid-year and year-end written report to the PAR Panel and PAR Teacher on the progress of the PT. The PAR panel will submit a final report to the Assistant Superintendent, Personnel office at least 45 calendar days before the end of the PT's instructional year. The PT may respond in writing to the CT's mid-year and final report.
3. The PAR panel may request at any time the CT provide a written or oral report regarding the progress of the PT.
4. The PAR Panel may request follow-up information. All deliberations of the PAR Panel are confidential.
5. The PT shall have 10 duty days to submit a written response to the CT report. By written agreement of the PAR Panel and the PT, timelines can be extended. The PAR Panel will review the CT's and the PT's written response, if any, at the same time.
6. The PT shall have the right to present reasons in writing why their specific CT should be replaced with another CT and to have those reasons considered.

7. The PAR Panel shall make recommendations to the Governing Board of the District concerning PT(s), including forwarding the names of the PT(s) to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a PT's name to the Governing Board, the PAR Panel shall review the assistance provided to the PT and shall determine whether or not the PT has been afforded sustained assistance.

VII. Consulting Teachers (CTs)

A. A CT shall be a permanent, certificated unit member, who provides assistance to a PT enrolled in the PAR program.

B. Consulting Teacher Selection

Consulting Teachers shall:

1. Possess a clear California teaching credential, and
2. Have successfully taught in the school district for three of the last five years as a credentialed teacher spending at least 50% of a full-time position providing instruction to students. Time served as a full-time release Support Provider may be included in the three years of classroom service.
3. Selection criteria are consistent with specified roles and responsibilities, including but not limited to the following:
   a. Knowledge of beginning teacher development;
   b. Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the *California Standards for the Teaching Profession;*
   c. Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider;
   d. Willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with participating teachers;
   e. Willingness to share instructional ideas and materials with participating teachers;
   f. Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity;
   g. Effective interpersonal and communication skills;
   h. Willingness to work with participating teachers;
   i. Demonstrated commitment to personal professional growth and learning; and
   j. Willingness and ability to be an excellent professional role model.

1. CT applicants will be screened and observed by the PAR Panel selection committee as defined in the Agreement and past practice.

C. Duties and Responsibilities

CTs shall assist PTs through demonstrations, observations, coaching, and/or recommending professional development that will support the Participating Teacher. The PAR program strongly expects and encourages a cooperative relationship between the CT, site administrator, and the PT throughout the process of Peer Assistance and Review.

D. Consulting Teacher shall:

1. Meet with the PT and site administrator/evaluator (for PAR Teachers) to discuss the PAR program. They shall attempt to establish mutually agreed upon performance goals aligned with the CSTP, and develop the written Professional Growth Plan as well as a process for determining successful completion of the PAR program. This report will be submitted to the PAR Panel no later than the fourth week of the PT's instructional year. In the event that agreement cannot be reached, the PAR Panel will make the final determination on the written Professional Growth Plan and process.
2. Conduct multiple observations of the PT, and provide specific timely feedback based on the Professional Growth Plan.
3. Meet regularly for observations/discussions with each PT.
4. Facilitate model lessons, professional development, and seek appropriate resources as needed, including the use of academic experts.
5. Participate in meetings with other District CT(s).
6. Maintain a written log of contacts and specific support given to each Participating Teacher.
7. Document all observations, visitations and meetings.
8. Submit periodic written reports to the PAR Panel and discuss them with the PT.
9. Continue to provide assistance until the PAR Panel directs the CT to cease support because it has determined that further assistance will not be productive or the teaching performance of the PT is satisfactory.
10. Establish a conference with the PAR Teacher and principal to review the Professional Growth Plan.
11. Submit a mid-year progress report for each PT no later than 100 days after the PT's instructional year begins.
12. Submit the year-end report to the PAR Panel at least 45 days before the end of PT's year.

13. Participate in an annual review of the program with the PAR Panel.
14. Participate in the PT Final Report conference(s).

The CT shall play no role in the formal evaluation of the teaching performance of a PT or any other unit member.

E. Reports and Meetings with the PAR Panel

1. CT will submit Professional Growth Plans and periodic written progress reports to the PAR Panel and PT(s).
2. At least 45 calendar days before the end of the PAR teacher's instructional year, the Assistant Superintendent of Personnel (or designee) and the CT shall review the final report with the PT.
3. The PT may respond in writing to the CT periodic report(s) and the final report.
4. The CT may provide, at any time, a written or oral report to the PAR Panel regarding the progress of the PT in the PAR Program.
5. The PAR Panel may request follow-up information. All deliberations of the PAR Panel are confidential.

F. Length of Term for Consulting Teacher

1. Terms shall be staggered to provide continuity and collegial support among CTs. For the inaugural year, terms shall be three (3) or four (4) years in length.
2. The CT's term shall not extend beyond four (4) years in length. (Notwithstanding the above, no unit member may be on full time release for more than four consecutive years in any combination of [such as Mentor/Support Provider/C.T.] assignments.) There will be annual performance reviews. After a four (4) year term a CT must return to the classroom for one (1) year before a reappointment may be made.
3. If the performance of the CT is found to be unsatisfactory by the PAR Panel, it may remove the CT prior to the end of the term.

G. Unexpired Terms

A replacement appointee shall serve the remainder of the former CT's current school year.

H. Consulting Teacher Release and Workload

The CT may serve PTs on Full Time, Half Time or Substitute Release. The number of participants, available programs and funding shall determine CT to PT ratios.

VIII. Program Stipulations

A. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

1. In response to subpoena or order of the court, and
2. The District in any employment action based upon instructional performance may use the final report.

B. Duty to Indemnify

The District shall hold harmless the members of the PAR Panel and the CT for any liability arising out of their participation in this Program.

C. Funding

Funding for the PAR Program will be based upon Support Provider ratios. Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for funding thereof through AB1X (1999,Villariagosa), BTSA or successor legislation.

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