

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

Ratified by the Governing Board  
December 13, 2007  
Effective up to and including  
June 30, 2010

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## **ARTICLE 1: PREAMBLE AND RECOGNITION**

### 1.1 Preamble

The Agreement is entered into December 13, 2007, between the Governing Board of the Oak Grove School District (“District”) and the Oak Grove Educators Association (“Association”), an affiliate of the California Teachers Association and the National Education Association.

### 1.2 Recognition

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

Superintendents  
Directors  
Coordinators/Program Administrators  
Principals  
Assistant Principals

### 1.3 Job Descriptions

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

### 1.4 New Certificated Positions

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

### 1.5 Bargaining Unit Work

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

If no unit member can be found to fill positions that are part-time [less than twenty percent (20%)] and in which the work occurs outside of the student day, non-unit members may be temporarily hired. These positions shall maintain the same working conditions regardless of type of employee hired.

## **ARTICLE 2: NON-DISCRIMINATION**

### 2.1 Equitability

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

### 2.2 Application

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

### 2.3 Description Of Rights

No unit member shall be treated discriminatorily based on race, color, creed, age, sex, national origin, marital status, sexual orientation, a physical disability, religion, membership in an employee organization, or participation in an employee organization.

### 2.4 Americans With Disabilities Act

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

### 2.5 Accommodation Not A Past Practice

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

### **ARTICLE 3: PILOT PROGRAM PROCEDURES**

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

#### 3.1 Duration

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

#### 3.2 Past Practice

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

## **ARTICLE 4: WAIVER PROCEDURES**

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

### 4.1 Submission Of Waiver

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

### 4.2 Waiver Request

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

### 4.3 Consensus

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

### 4.4 Approval Of Waiver Request

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

### 4.5 Duration Of Replacement Language

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

### 4.6 Record Of Waivers

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

4.7 Past Practice

Implementation of replacement language shall not establish a past practice.

## **ARTICLE 5: DISTRICT RIGHTS**

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

## **ARTICLE 6: ASSOCIATION RIGHTS**

### 6.1 Right To Representation

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

### 6.2 Unit Member Meetings

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

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

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

### 6.3 Use Of Facilities

Authorized Association representatives shall have the right to call and conduct school site meetings to transact Association business on school property at all times, provided the instructional day has been completed and/or the meetings do not interfere with the duties and responsibilities of employees of the District and do not interfere with school site functions.

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

### 6.4 Distribution Of Information

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

provided and when, along with a statement of the reason the District is unable to provide the information within fifteen (15) working days.

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

#### 6.5 Distribution Of Materials

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

#### 6.6 Unit Member Directory

The District, upon the Association's request, shall provide an annual list of all bargaining unit members and their work sites by November 1.

6.6.1 The address and telephone number of all bargaining unit members shall be provided to the Association by November 1, provided that bargaining unit members have been given the opportunity to notify the District that they do not want this information given to the Association.

#### 6.7 Right To Consult

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Nothing in this section may be construed to limit the District's right to consult on any other matter.

6.7.1 When the District has determined that any consult item covered by Section 6.7 of this Agreement will be developed into a proposal, the District will then inform the Association of its right to participate in the formulation of the proposal.

6.7.2 The Association may exercise its right to consult on the proposed action by requesting consultation.

6.7.3 Should the Association exercise its right to consult, both parties shall meet to exchange information, options, proposals, and recommendations freely and to endeavor to reach a resolution of the matter under consideration.

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

- 6.7.5 The District shall have the right to make the final decision on any matter subject to consultation.
- 6.7.6 Any policy or action adopted contrary to the Association's recommendation shall be explained in writing to the Association.
- 6.7.7 All of the rights and conditions of Section 6.7 of this Agreement shall prevail at the site level.
  - 6.7.7.1 If the matter under consideration at the site level is not resolved, the Superintendent shall consult with the Association to endeavor to reach a resolution.
  - 6.7.7.2 If the matter is still not resolved, the Association may exercise its rights under Section 6.7.4.

## 6.8 District Committees

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

- 6.8.1 By the end of each September and each January, the District shall provide the Association with a list of District committees.
- 6.8.2 When a new District committee is created on which unit members will serve, the District shall notify the Association at least two (2) weeks in advance of the relevant committee's first meeting.

## 6.9 Board Agenda Materials

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

## 6.10 Release Time For Negotiations

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

## 6.11 Release Time For Professional Business

### 6.11.1 Number Of Days

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

6.11.2 Use Of Days

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

6.11.3 OGEA Reimbursement

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

6.11.4 Request For Leave

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

6.12 President Release Time Pilot Program For 2007-2008 And 2008-2009

As a pilot program for the 2007-2008 and 2008-2009 school years, the Association President shall be released one hundred (100%) percent of the unit member's full-time contract for a paid leave of absence to serve as Association President.

6.12.1 Replacement Costs

The Association shall reimburse the District for fifty (50%) percent of the cost for the President's replacement.

6.12.2 Full Pay And Benefits

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

6.12.3 STRS Contributions

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

6.12.4 Disability Benefits

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

6.12.5 Return To Position

Under the Pilot Program, an Association President returning to a full-time assignment from President's Release Time shall be returned to the position held prior to taking the Association President's Release Time.

6.13 President Release Time Pilot Program For 2009-2010

Because the President Release Time described in Section 6.12 is a Pilot Program for the 2007-2008 and 2008-2009 school years, the District and the Association agree to reopen negotiations on Section 6.12 prior to the 2009-2010 school year. If the parties do not reach agreement, the status quo ante for the President Release Time shall be defined as follows:

6.13.1 Association President's Annual Plan

In addition, the Association President shall submit an annual plan within one (1) month of assuming office each year, whereby the Association President will be released a maximum of fifty (50%) percent of his/her full-time contract. The President and his/her immediate supervisor must mutually agree upon the fifty (50%) percent employee who will share the assignment.

6.13.1.1 Association Reimbursement

The Association shall reimburse to the District for up to fifty (50%) percent of the salary determined by Class 1, Step 1, relative to the amount of release time designated as per Section 6.11.1.

6.14 Use Of Bulletin Boards

The Association shall have the right to post notices of activities in matters of Association concern without censorship of content on the instructional bulletin board that shall be provided and maintained by the Association in each school building in an area frequented by teachers. As the District develops a District-wide electronic Bulletin Board, there shall be a designated space for the Association on the board. All members with regular access to the board shall have access to the Association space. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers without censorship of content regarding matters with which the Association is involved, except where contrary to law.

## ARTICLE 7: GRIEVANCE PROCEDURE

### 7.1 Definitions

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

### 7.2 Informal Level

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

### 7.3 Formal Level I: Written Grievance

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

#### 7.4 Formal Level II: Appeal To Superintendent

- 7.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form (see Appendix C-3) to the Superintendent or his designee within ten (10) days after receiving it.
- 7.4.2 This statement should include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal.
- 7.4.3 The Superintendent or his designee shall communicate a decision within fifteen (15) days after receiving the appeal (see Appendix C-4). Either the grievant or the Superintendent, or his designee, may request a personal conference with the other party within the above time limits.
- 7.4.4 If requested, a conference will be scheduled at the mutual convenience of the parties, normally at the end of the instructional day for the grievant and his representative.

#### 7.5 Formal Level III: Binding Arbitration

- 7.5.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II, or if the time limits expire without issuance of the Superintendent's written reply, the Association, within ten (10) days, may submit the grievance to arbitration using the appropriate form (see Appendix C-5). In such cases, the parties shall request a list of arbitrators from either the American Arbitration Association (AAA) or the California State Mediation and Conciliation Service (CSMCS).
- 7.5.2 A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list by both parties.
- 7.5.3 Prior to proceeding to arbitration, either party may invoke a grievance mediation process. If the parties cannot mutually agree upon a facilitator/mediator they shall accept one appointed by the State Mediation and Conciliation Service. If no State Mediator is available at this point, the parties shall proceed to arbitration. The facilitator/mediator shall meet with the parties, and using the interest-based approach, will attempt to resolve the grievance. This process shall be confidential. None of these settlement discussions, including but not limited to any offers of settlement or admissions, may be used by either party in the subsequent arbitration process. This process shall be limited to a period not exceeding forty-five (45) calendar days from the date of the selection of the arbitrator as listed in Section 7.5.2.
- 7.5.4 All costs for services of the mediator, including, but not limited to, per diem expenses, and the mediator's travel and subsistence expense, will be borne

equally by the District and the grievant(s). All other costs will be borne by the party incurring them.

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

## 7.6 Miscellaneous Provisions

- 7.6.1 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

- 7.6.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last working day of the school year, the time limits set forth in this Article may be extended at the grievant's or grievants' option so that the grievance procedure may be continued until the beginning of the succeeding year. Notice shall be given to the Superintendent or his/her designee within the specified timeline(s) outlined in Article 7, that this option has been selected by the grievant(s). The time line(s) shall resume on the first work day of the grievant's or grievants' succeeding work year.
- 7.6.3 Time limits given in these procedures may be modified by written agreement of all parties involved.
- 7.6.4 The District and the Association agree that after a formal grievance has been filed, all proceedings shall be kept as private and as confidential as possible.
- 7.6.5 A unit member may be represented at all stages of the grievance procedure up to arbitration by himself, by one unit member representative of the Association and other non-unit Association representatives. The District shall provide the Association with a copy of the grievance and any proposed resolution of the grievance in a timely manner. The Association shall have the right to file a response at all stages of the grievance procedure prior to a resolution of the grievance by the District.
- 7.6.6 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 7.6.7 No party in interest shall take reprisals affecting employment status of any member of the unit, party in interest, any Association representatives, or any other participant in the grievance procedure by reason of such participation.
- 7.6.8 Forms for filing grievances and other related documents will be developed jointly by the Superintendent and the Association and shall be available at the District Office, each school, and the Association Office.
- 7.6.9 The parties in interest agree to make available to each other all pertinent information not privileged under law or employer policies in their possession or control and that is relevant to the issues raised by the grievance.
- 7.6.10 When a grievance meeting or hearing at any level of the grievance procedure is held during the work day, the grievant(s) and the OGEA representative shall be released for the duration of the meeting or hearing without loss of compensation. Any unit member who is required to appear as a witness will be released from work only that amount of time necessary to process the grievance or be a witness at an arbitration hearing without loss of compensation. The grievant will investigate and prepare for a grievance outside the instructional day or while on Association time as defined by Section 6.11.2.

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

7.6.10.1 If additional witnesses are required or if it is necessary to investigate during the work day the situation giving rise to the grievance, or if an unusual amount of time is necessary to compile data requested by the District following discussion between the grievant, his representative, and the management person involved, the request for release time will be forwarded to the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources may grant the request and provide necessary release time without loss of compensation to the grievant and/or his/her representative.

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

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

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

## ARTICLE 8: LEAVES

### 8.1 General Provisions Covering Leaves Of Absence

#### 8.1.1 District And Unit Member Rights

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

#### 8.1.2 Years Of Service For Salary Placement

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

#### 8.1.3 Return To Work After A Leave

Unit members who are on paid or unpaid leave at the end of the school year shall notify the District in writing by June 1 of their intent to return to work at the beginning of the next school year or to request additional leave or to change their employment status in any other manner. A unit member who is on leave at the end of the school year and who fails to give the District written notification as required by this section shall not be guaranteed a return to the assignment or position held before the leave.

### 8.2 Sick Leave

The District provides for its regular, full-time unit members against the loss of income sustained because of illness. Sick leave protects a unit member against undue financial loss in the event of illness. Sick leave may be used for medical and dental appointments that cannot be scheduled outside the instructional day. Sick leave, personal necessity leave, or bereavement leave shall not be used to extend vacation periods, holidays, or to avoid attending staff development days.

#### 8.2.1 Earned Sick Leave

##### 8.2.1.1 Full-Time Unit Members

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

8.2.1.2 Part-Time Unit Members

Unit members who work less than full-time shall be entitled to that portion of the ten (10) days (one work day per month) leave as the number of scheduled duty hours per week bears to the number of duty hours assigned to a full-time unit member in a comparable position. Unit members when employed for less than the full work year shall be entitled to that portion of the number of days of such leave as the number of months employed bears to the number of months assigned to a comparable unit member working the full year.

8.2.1.3 Counselors, Psychologist, And Nurses

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

8.2.1.4 Leave To Care For A Child, Parent, Or Spouse

8.2.1.4.1 In any school year unit members may use up to a maximum of five (5) days of leave that is credited under Section 8.2.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. For the purpose of this section, "Domestic Partner" shall be defined according to Section 13.7. The provisions of Sections 8.2.4 Verification Of Illness, 8.2.6 Notice To District, 8.2.7 Increments For Use Of Sick Leave, and 8.2.8 Canceling The Substitute, apply to a unit member's use of personal illness or injury leave to attend to an illness of the member's child, parent, or spouse. A unit member shall use this leave before using the leave in Section 8.3.1.

8.2.1.4.2 As used in this section:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

8.2.1.4.3 This section does not extend the maximum period of leave to which a unit member is entitled under the

Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

#### 8.2.2 Accumulation Of Sick Leave

If a unit member does not utilize the full amount of leave as authorized in Sections 8.2.1 and 8.2.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

#### 8.2.3 Extended Sick Leave With Difference Pay

When a unit member has exhausted all available sick leave, including the leave described in Sections 8.2.1 and 8.2.2, and continues to be absent on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to the substitute if one had been employed. The sick leave described in Sections 8.2.1 and 8.2.2 and the five (5) month period described in Section 8.2.3 shall run consecutively. A unit member shall not be provided more than one five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year. The five (5) month period of "differential pay" days shall not count as days of service within the meaning of Section 12.4.5 of this Agreement. If a District retiree is the substitute, the additional amount paid to retirees as required by Section 18.4 shall not be deducted under this Extended Sick Leave With Difference Pay section.

#### 8.2.4 Verification Of Illness

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

#### 8.2.5 Return To Work

A unit member returning to work after an illness, injury, or disability may be required to be examined by a physician and present a physician's statement

substantiating that he/she may return to work. If the District requires an examination, the District will pay for the examination.

#### 8.2.6 Notice To District

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

#### 8.2.7 Increments For Use Of Sick Leave

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

#### 8.2.8 Canceling The Substitute

A unit member who plans to return to work the following work day must notify the school office before 3:00 p.m. the work day prior to the return, or call the subfinder system before 6:00 a.m. to cancel the absence on the day of the return.

#### 8.2.9 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 8.2.1, 8.2.2, 8.2.3, and 8.11, and continues to be absent on account of illness or accident, and is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of twenty-four (24) months and permanent unit members shall be placed on the list for a period of thirty-nine (39) months. When the unit member is medically able to return during the twenty-four (24) or thirty-nine (39) months, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the twenty-four (24) or thirty-nine (39) month period, the unit member is unable to perform the duties, the unit member shall be dismissed.

#### 8.2.10 Annual Statement Of Accrued Sick Leave

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

### 8.3 Personal Necessity Leave And Leave For Matters Of Compelling Personal Importance

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

### 8.3.1 Personal Necessity Leave

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

8.3.1.1 Death of a member of the immediate family.

8.3.1.2 Serious illness of a member of the immediate family.

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

### 8.3.2 Matters Of Compelling Importance

A unit member may use up to six (6) days of a unit member's accumulated sick leave each year only for the following matters of compelling personal importance:

#### 8.3.2.1 Legal

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

#### 8.3.2.2 Court

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

#### 8.3.2.3 Marriage

Marriage of the unit member.

#### 8.3.2.4 Graduation

Graduations from high school, two year community college or four year college, or weddings of sons or daughters. The terms sons or daughters includes step-children.

#### 8.3.2.5 Paternity

Paternity leave immediately before, during, or immediately after birth or adoption.

#### 8.3.2.6 Religious

Attendance at religious services and observance of religious holidays. The unit member must hold a sincere, bona fide

religious belief as defined by the California Fair Employment Housing Act and Title VII of the U.S. Civil Rights Act.

#### 8.3.2.7 Matters Of Compelling Personal Importance

A unit member may use up to six (6) days of the unit member's accumulated sick leave for matters of compelling personal importance. A unit member shall submit a District Leave Form to the site administrator at least five (5) working days prior to taking any leave for matters of compelling personal importance. For the purpose of this section, "matters of compelling personal importance" shall be defined as urgent personal business that, under the specific circumstances, a reasonable unit member would not disregard and that cannot be handled outside of the work day. Leave for "matters of compelling personal importance" shall not be used to avoid participation in staff development buy back days, parent conference days, or any other non-student attendance days. Unit members are discouraged from extending a holiday or vacation period by using leave for matters of compelling personal importance. Although a unit member is discouraged from taking leave for matters of compelling personal importance on days that would extend a holiday or vacation period, a unit member may use leave for matters of compelling personal importance by submitting a District Leave Form to the site administrator at least 30 calendar days prior to taking leave for matters of compelling personal importance. If the unit member fails to submit the District Leave Form at least 30 calendar days prior to the leave, the unit member is not eligible for use of matters of compelling personal importance leave. The unit member may take unpaid leave described in Section 8.3.3.

#### 8.3.3 Unpaid Leave

With approval, a unit member may take up to five (5) days unpaid leave. The taking of unpaid leave does not preclude the unit member from using sick leave as provided elsewhere in this section.

#### 8.3.4 District Absence Report

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

#### 8.3.5 Requesting Leave Approval

Barring unforeseen circumstances, employees shall submit a request approval of a leave provided for in this section on a "Leave, Other Than Personal Sick Leave" form to his/her immediate supervisor not less than three (3) working days prior to the beginning date of the leave. This section shall not apply to leave taken under Section 8.3.2.8.

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

#### 8.3.6 District Inquiries

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

#### 8.3.7 Definition Of Immediate Family

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

#### 8.3.8 Leave Deductions

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

### 8.4 Family And Medical Leave Act

8.4.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

8.4.2 The provisions of this Agreement and District policies will be applied in conformance with the FMLA and CFRA.

### 8.5 Bereavement Leave

8.5.1 A unit member is entitled to a paid leave of absence without loss of pay; not to exceed ten (10) days at the time of the death of a unit member's spouse, mother, father, son or daughter, and not to exceed five (5) days at the time of death for a unit member's step-mother, step-father, sibling, step-sibling, or any person "in loco parentis." Any unit member is entitled to a leave of absence, without loss of pay, not to exceed three (3) days at the time of the death, of any other members of the immediate family not included above. Any days of bereavement not used at the time of death may be used at the time of religious, military, or governmental services for the deceased or for

legal proceedings related to the death that cannot be taken care of outside work hours.

- 8.5.2 Members of the “immediate family” shall be as defined in Section 8.3.7.
- 8.5.3 A unit member shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.
- 8.5.4 Upon request and within five (5) working days, a unit member shall certify in writing, on the appropriate District form, that bereavement leave was used only for the purpose set forth in Section 8.5.1 above, and provide verification.
- 8.5.5 Without the loss of pay, a unit member shall be allowed to attend the funeral of a parent of a current student, a current student, or a person directly involved in a unit member’s current classroom.

#### 8.6 Industrial Accident And Illness

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

#### 8.7 Sabbatical Leave

The District’s sabbatical leave shall be in accordance with Board Policy 4531. At the request of either party a study group shall be convened to examine sabbatical leaves and make recommendations to the negotiating process for a successor agreement.

#### 8.8 Judicial And Official Appearance Leave

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

8.9 Military And Legislative Leave Of Absence

- 8.9.1 Leaves of absence for active military service shall be granted under the provisions of Military and Veterans Code Section 395.01.
- 8.9.2 Unit members elected to the State Legislature shall be granted an unpaid leave under the California Education Code Section 44801.

8.10 Extended Leaves Of Absence Without Pay

- 8.10.1 The District may at its own discretion, grant an unpaid leave of absence for the following reasons:
  - 8.10.1.1 The rest or restoration of health of a unit member. A statement from the employee's physician, psychiatrist, or clinical psychologist must be submitted with the leave request.
  - 8.10.1.2 A matter of illness or hardship involving a member of the unit member's immediate family.
  - 8.10.1.3 Attendance at distinctly professional meetings or educational groups and not as a District representative.
  - 8.10.1.4 For the purpose of maternity, paternity, adoption, or child rearing.
  - 8.10.1.5 For the purpose of educational improvement and advancement in an accredited institution of higher learning as a full-time student.
  - 8.10.1.6 For campaigning for an elected office, or elected to public office (for the tenure of the elected office).
  - 8.10.1.7 Leaves for any other purpose, including leave for career or employment opportunities. Upon their return from any such leave, however, unit members may be assigned to any opening or vacancy in the District.
- 8.10.2 Unit members taking an unpaid leave of absence shall retain all previously earned salary step placement, advance increments, accumulated unused sick leave, or other employment status earned while in active service to the District.
- 8.10.3 No unit member shall be entitled to any compensation or increment while on an unpaid leave of absence.
- 8.10.4 No days of absence taken on an unpaid leave of absence may count toward credit for probationary teachers in earning tenure status or count as days of service as provided in Section 12.4.5 of this Agreement.
- 8.10.5 Except in emergency situations, unit members must submit a request to their immediate supervisor at least thirty (30) calendar days prior to the date

requested for the commencement of the leave, which will not extend beyond the school year in which the leave commences. Except in emergency situations, a request for a leave of absence beginning at the start of a school year must be submitted no later than June 1 of the preceding school year. The Governing Board, at its discretion, may extend the approved leave of absence for a maximum of one (1) additional year. Unit members who request and are granted leave extensions are not guaranteed reassignment to the same work site.

- 8.10.6 The unit member must inform the Human Resources Department, in writing, thirty (30) calendar days prior to the scheduled return date or the expiration of the leave, whichever is the earliest, whether or not the unit member intends to return to work. The District shall notify the unit member prior to the notification day by mailing a notice to the last known address provided by the unit member. Failure to notify the District within the thirty (30) day period shall be understood to be the unit member's notice of resignation.
- 8.10.7 Unit members on unpaid leaves of absence may elect to retain health and welfare benefits during the period of the leave, subject to the approval of the insurance carrier, provided, however, that the unit member agrees to pay the premiums monthly in advance. Failure to pay premiums in advance shall result in the automatic cancellation of appropriate health and welfare benefits.
- 8.10.8 Except for leaves taken for career or employment opportunities and leaves extended beyond one school year (Section 8.10.5), the unit member shall have the option to return to the position the unit member held prior to taking the leave.
- 8.10.9 If the District determines that an unpaid leave request shall not be granted, the District will provide the unit member requesting the leave with written notice of the denial and the reasons for the denial. The unit member may appeal the Administrator's decision to the Governing Board. Should the Governing Board deny the request, the District will give the unit member written notice of the denial.

#### 8.11 Sick Leave Bank/Catastrophic Leave

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

##### 8.11.1 Eligibility

- 8.11.1.1 Unit members who have exhausted all applicable paid leaves provided for in the collective agreement, including differential pay, may use Catastrophic Leave as provided for in this Article.
- 8.11.1.2 To qualify for Catastrophic Leave, the unit member must have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time.

- 8.11.1.3 Catastrophic Leave is not to exceed a cumulative maximum of seventy-four (74) days per individual or the maximum number of days donated pursuant to this section, whichever is less. Catastrophic Leave shall be taken in one (1) day increments.
- 8.11.1.4 Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate one (1) sick day beginning on October 1, 1996. New hires will have thirty (30) calendar days from the date of hire to elect to participate. Only those who donate may receive contributions from the Bank. Should a unit member decide to discontinue participation in the program, the unit member may not rejoin at a later date.
- 8.11.1.5 Unit members who do not join the Bank, upon first becoming eligible, must wait until the next open enrollment period (October 1) and will not be eligible to receive a contribution from the Bank during the school year.
- 8.11.1.6 Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, dependent upon need, when the bank of days drops to or below fifty (50) days. Such solicitation shall be on Oak Grove Educators Association letterhead and shall not be mailed at District expense. Failure to make such donation may result in cancellation of membership. Previous donations shall not be returned upon cancellation of membership in the Bank. Eligibility may only be reestablished in accordance with Section 8.11.1.5.

8.11.2 Catastrophic Leave Bank Committee

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

- 8.11.2.1 It shall be the responsibility of the Committee to administer the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The duties of the Committee are to:
  - a. receive leave requests;
  - b. verify the validity of requests;
  - c. approve or deny requests;
  - d. communicate its decisions to affected employees and the Superintendent; and
  - e. solicit donations of sick leave from eligible employees as needed.
- 8.11.2.2 The Committee shall designate one of its members as Chairperson.

- 8.11.2.3 The District shall cooperate with the Committee in establishing appropriate record-keeping procedures including the total number of accumulated days in the Bank and the names of participating members.
- 8.11.2.4 The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.
- 8.11.2.5 A quorum of the Committee shall consist of two (2) members. Approval of a request shall require a majority vote of the members present at a properly convened meeting of the Committee consisting of at least a quorum.

### 8.11.3 Application Procedure

- 8.11.3.1 A bargaining unit member desiring Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support a need for Catastrophic Leave including verification. The Committee shall review the application and make its decision within a reasonable period of time.
- 8.11.3.2 When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of sick leave are available from the Leave Bank, they may be used by the unit member. If sufficient days are not available, the Committee may solicit donations of days from eligible certificated employees in accordance with this Agreement on the appropriate form approved by the Association and the District.
- 8.11.3.3 If the Committee reasonably believes that the applicant may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant refuses to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, he/she shall no longer be eligible for days from the Catastrophic Leave Bank for the pending application.
- 8.11.3.4 The applicant shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the applicant must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

#### 8.11.4 Donations To Catastrophic Leave Bank

- 8.11.4.1 Participating unit members may donate a maximum of three (3) days of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only upon a solicitation by the Catastrophic Leave Bank Committee. Once made, a donation becomes irrevocable. All contributions shall be voluntary.
- 8.11.4.2 All solicitations for donations to the Catastrophic Leave Bank shall be made by the Catastrophic Leave Bank Committee on the appropriate form approved by the Association and the District Business Manager.
- 8.11.4.3 A bargaining unit member who has announced his/her resignation or retirement may donate up to three (3) days to the Catastrophic Leave Bank, provided the total number of days noted in that school year does not exceed six (6).

#### 8.11.5 Miscellaneous Provisions

- 8.11.5.1 Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.
- 8.11.5.2 Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.
- 8.11.5.3 The Catastrophic Leave Bank is subject to appeal to the Oak Grove Educators Association Executive Board only, and is not subject to review or appeal under any other procedure. Specifically, the exercise by the Catastrophic Leave Bank Committee of the rights and discretion described herein shall not be subject to the grievance/arbitration procedure. Except for allegations that the District failed to cooperate as required by Section 8.11.2.3 or that the District failed to agree to a form as required by Sections 8.11.3.2 and 8.11.4.2, no grievance may be filed against the District alleging a violation of the Catastrophic Leave article.

#### 8.11.6 Family Leave Bank

##### 8.11.6.1 Qualification For The Leave

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

8.11.6.2 Requests For Donated Leave

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

8.11.6.3 Unit Members' Notification Of The Request

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

8.11.6.4 Donations

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

8.11.6.5 Use Of Donated Days

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

## **ARTICLE 9: TEACHER RIGHTS TO DUE PROCESS**

### 9.1 General Provisions

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

### 9.2 Discipline Without Progression

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

### 9.3 Procedures - Public Charges

The District shall not discipline a unit member based on parent or citizen complaint(s) unless the District has complied with Section 10.11.

### 9.4 Administrative Leave With Pay

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

### 9.5 Notice Of Suspension

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

### 9.6 Suspension Without Pay

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

### 9.7 Appeal Of Suspension

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

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

## 9.8 Arbitration

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

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

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

## 9.9 Association Presence

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

## 9.10 Effect Of Pending Appeal

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

## 9.11 Confidentiality

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

## 9.12 Limitations

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

## 9.13 Application

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942. The District at its discretion may place any unit member on

administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status shall remain in force pending the investigation. Such leave will not be considered disciplinary in nature.

## ARTICLE 10: EVALUATION PROCEDURES

### 10.1 Evaluation Formats

To evaluate unit members as mandated by the Education Code, the District may use the Formal Evaluation forms attached as Appendix D-1, D-2, and D-3, and may follow the Formal Evaluation procedure described in Sections 10.6 through 10.9. If permitted by the language of this Agreement, the District may use the Alternative Evaluation format procedures described in Section 10.13 and use the Alternative Evaluation Form attached as D-5. Sections 10.1-10.5 and 10.10-10.11 of Article 10 must be followed for all unit members.

### 10.2 Frequency Of Evaluation

#### 10.2.1 Probationary/Temporary Unit Members

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

#### 10.2.2 Permanent Unit Members

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

#### 10.2.3 Permanent Unit Member Eligible For The Five Year Evaluation Cycle

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

For the purposes of Article 10, a permanent unit member shall be “eligible” for the five year evaluation cycle if the unit member meets the following criteria and the unit member and the evaluator mutually consent to the unit member’s participation in the five year evaluation cycle:

- Has been employed at least 10 consecutive years with the District; and
- Is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- Has earned a “proficient/meeting standards” rating on the unit member’s most recent evaluation; and

- Has obtained the signed, eligibility form described in Section 10.2.3.1.

#### 10.2.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five-year evaluation cycle, by no later than September 15 both the unit member and the site administrator/evaluator will sign the eligibility form attached to this Agreement as Appendix D-4. The signed and completed eligibility form shall be placed in the unit member's District personnel file.

10.2.3.2 With mutual consent between the eligible permanent unit member and the unit member's evaluator, the unit member may participate in the Alternative Evaluation Plan For Permanent Staff described in Section 10.13.

10.2.3.3 At any time, either the unit member or the evaluator may determine that the unit member will return to the Two Year Evaluation Cycle described in Section 10.2.2.

### 10.3 Areas Of Evaluation

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

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Upon request, the District shall provide unit members a copy of their job description.

Education Code Section 44662 criteria and California Standards For The Teaching Profession ("CSTP"), together with the criteria listed in Sections 10.3.1 through 10.3.8 shall constitute all the standards for the evaluation of the unit member. The references to the CSTP standards are listed parenthetically next to each criteria.

10.3.1 The evaluation of student progress shall be based upon standards of expected student progress at each grade level in each area of study. The state adopted academic content standards are the District adopted content standards for expected student achievement. Data to facilitate such evaluations shall be secured through a number of relevant procedures, which may include classroom observation forms (Appendix D-1), student work products, District

assessments, criterion-referenced tests, and a unit member's anecdotal records.

- 10.3.2 The unit member's use of instruction techniques and strategies (CSTP, "1", "3," "4," and "5").
- 10.3.3 The unit member's adherence to curricular objectives (CSTP Standards "3," "4," and "5").
- 10.3.4 The unit member's establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities (CSTP Standard "2").
- 10.3.5 The unit member's continuous development as a professional educator (CSTP Standard "6").
- 10.3.6 Evaluation and assessment of the unit member's performance pursuant to this article shall not include the use of publishers' norms established by standardized tests.
- 10.3.7 Each non-instructional unit member shall be evaluated based upon the unit member's satisfactory fulfillment of defined job responsibilities. Each non-instructional unit member shall meet the standards stated in Education Code Section 44662, the applicable California Standards For The Teaching Profession, and Section 10.5. The timelines shown in Article 10 shall apply to non-instructional unit member evaluations.

#### 10.4 School And District Files

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

#### 10.5 Notice To Unit Members

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

#### 10.6 Pre-Conference And Evaluation Plan

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

- 10.6.1 The contents of the observation and evaluation forms and any areas of emphasis for growth; and

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

#### 10.7 Classroom Observations/Post Observation Conferences

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first two formal observations, the District shall give the unit member at least two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. The observation form is attached as Appendix D-1 and shall be completed after each observation.

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

Nothing in Article 10 shall prevent the primary evaluator from making informal unscheduled classroom observations in addition to the scheduled formal observations. To the extent possible, the evaluator may informally observe the unit member at least twice during each evaluation year in addition to the formal observations.

#### 10.8 Formal Evaluation Summary

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

10.8.2 If a permanent unit member is given a “Progress Not Evident” or “Not Meeting Standards,” the District must include the following on the CERTIFICATED PERFORMANCE IMPROVEMENT PLAN, attached as Appendix D-3:

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

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

10.8.2.3 A time period for demonstrating improvement; and

10.8.2.4 A description of methods used to measure improvement.

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

The CERTIFICATED PERFORMANCE IMPROVEMENT PLAN is attached as Appendix D-3.

10.8.3 Where the evaluatee receives an overall unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary. A unit member may only receive a marking of “unsatisfactory” on their formal evaluation summary if they have not satisfactorily completed the process delineated in Section 10.8.2.

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

#### 10.9 Unsatisfactory Evaluation Of Permanent Unit Member

A permanent unit member who fails to perform satisfactorily or demonstrate the target behavior required by Section 10.8.2, may be given a rating of “Unsatisfactory” on the Formal Evaluation Summary. If a permanent unit member is rated “Unsatisfactory” on the Formal Evaluation Summary, the evaluator shall hold a conference with the permanent unit member prior to the issuance of the Formal Evaluation Summary. The permanent unit member shall be notified of the right to have an OGEA/Association representative present at the meeting. Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code Sections 44932 through 44945.

#### 10.10 Personnel Files

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

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

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

## 10.11 Complaint Procedure

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

### 10.11.1 Notice Of Complaint

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

### 10.11.2 Right To Representation

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

### 10.11.3 Right To Attach Comments

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

### 10.11.4 Confrontation Limitations

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

### 10.11.5 Discrimination And Criminal Complaints

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

### 10.11.6 Confidentiality

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

#### 10.11.7 Informal Level

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

#### 10.11.8 Formal Level

If a formal investigation is mandated or the complaint is not resolved at the informal level, the complaint shall be processed according to District Complaint Policies and state/federal laws. The District may appoint an investigator(s) to investigate the complaint. The investigator shall interview the complainant to determine the accuracy of the complaint and the credibility of the complainant. In addition, the investigator shall interview witnesses, review records and documents, and give the unit member an opportunity to respond to the complaint. The investigation shall comply with District policy and Administrative Regulations.

#### 10.12 Evaluation Forms

The traditional evaluation forms referred to in Sections 10.1 through 10.10 of this Article are attached as Appendices D-1, D-2, D-3, and D-4.

The Alternative Evaluation Form referred to in Section 10.13 is attached as Appendix D-5.

#### 10.13 Alternative Evaluation Procedure

##### 10.13.1 Participation

With mutual consent between a permanent unit member and the unit member's evaluator, the unit member may participate in the Alternative Evaluation Plan for Experienced Certificated Staff. For participating unit members, the alternative evaluation procedure shall replace the traditional evaluation methods described in Sections 10.2 through 10.10.

### 10.13.2Pre-Evaluation Goal Setting Conference

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

- 10.13.2.1 Agree on the unit member's goals and select an alternative evaluation option from those described in Section 10.13.4.1. The unit member shall select an alternative evaluation option closely aligned with his or her annual goals.
- 10.13.2.2 Develop timelines for completion.
- 10.13.2.3 Review how the alternative evaluation option will enhance student learning.
- 10.13.2.4 Review options for sharing the final results of the unit member's alternative evaluation activities with other colleagues.

### 10.13.3Evaluation Plan

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

### 10.13.4Alternative Evaluation Options

The options for alternative evaluations are described as follows:

#### 10.13.4.1 Individual Growth Activities

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

#### 10.13.4.2 Cohort Team Growth Activities

Participating unit members may collaborate and evaluate each other's performance through Cohort Team Growth Activities. These activities may include cognitive coaching, peer review of a video-tape of the unit member's lesson plan, peer classroom visitations, and collaborative teaching and

presentations to staff. Unit members may also create their own team projects with their evaluator's consent.

#### 10.13.4.3 Educational Research

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

#### 10.13.5 Timelines

Each participating permanent unit member and site administrator shall comply with the timeline established by Article 10 and the dates specified in Section 10.5, Section 10.6, and Section 10.8.1.

#### 10.13.6 Post Evaluation Conference

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

#### 10.13.7 Return To The Traditional Evaluation

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

#### 10.13.8 Alternative Evaluation Forms

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

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

11.1 Definitions

11.1.1 Initial Assignment

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

11.1.2 Change Of Assignment

A change of assignment is any change in position at the same job site. For purposes of this Article, "position" refers to the assigned grade level, subject, or specialized duties such as RSP, Speech, Counselor, ELD, and VPA. Change of assignment may be voluntary (i.e., requested) or involuntary.

11.1.3 Transfer

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

11.1.4 Vacancy

A vacancy is any bargaining unit position that the District intends to fill.

11.1.5 Opening

An opening is any position that the District is authorized to fill with a temporary or substitute employee consistent with the Education Code.

11.1.6 Seniority

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

11.1.7 Qualified

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

## 11.2 Priority Assignments, Change Of Assignments And Transfers

The District has the authority to change assignments, and transfer on a first priority basis any unit member who returns from a leave of more than one year or is recalled from layoff. The District also has the authority to change assignments, or transfer any unit member as required by any legal process or the settlement of any legal process, including grievances filed pursuant to Article 7, subject to the provision of Section 8.10.8.

## 11.3 Voluntary Change Of Assignments

### 11.3.1 Seniority Is Not The Controlling Factor

For the purpose of voluntary change of assignment to an open or vacant position, the seniority of volunteers shall not be the controlling factor in determining which volunteer obtains his/her desired assignment.

### 11.3.2 Anticipated Vacancies

On or before April 15, a list of anticipated vacancies shall be provided at each site. To be considered for any vacancy or opening, requests for a change of assignment must be given to the site administrator on or before May 1.

### 11.3.3 Notice That Request Is Approved Or Denied

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

### 11.3.4 Priority For Two Or More Years

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

### 11.3.5 Vacancies After May 10

Vacancies that occur subsequent to May 10, but before commencement of the first teacher workday, shall also be filled in accordance with Sections 11.4.1, 11.4.2, and 11.4.4 of this Agreement. Unit members interested in a change of assignment shall provide the site administrator/supervisor with an address and a local telephone number for purposes of notification of vacancies that occur during the summer.

## 11.4 Voluntary Transfers

### 11.4.1 Requesting A Transfer

Bargaining unit members may request a transfer by filing a Transfer Request Form with the Human Resources Office by June 1. Although limited

opportunities exist after June 1, voluntary transfer requests will be accepted until the last day of the preceding the school year.

11.4.2 Transfer Request Form

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

11.4.3 Opening Of One Year Or Less

Certificated openings of one year or less shall not be available for voluntary transfer.

11.4.4 Limitation On Voluntary Transfers

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

11.4.5 Review Of Transfer Requests

The administration, including affected site administrators, will review all transfer requests and will judge and implement those transfers according to the District's needs and the appropriateness of the request.

11.4.6 Consultation – Unit Member/District/Site Administrator

If a unit member has submitted a transfer request and the District has a vacancy for which the unit member is qualified, the District shall discuss the vacancy with the unit member. If appropriate, the District shall refer the unit member to the site administrator for continued discussion about the vacancy. Either the unit member or the site administrator may reject the proposed transfer.

11.5 Involuntary Change Of Assignments

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

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

Changes in assignment within a school after the initial assignments have been posted may be made by the site administrator based on the instructional needs

of the school and students. For purposes of this Article, “instructional needs” are limited to the following.

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

11.5.1.2 School reorganization limited to the following conditions:

- Intermediate schools changed to middle schools; and
- Elementary changed to K-3 or 4-6 schools.

11.5.1.3 Federal or state legal requirements.

11.5.1.4 Unit Member Performance

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

11.5.2 Volunteers

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

11.5.3 Meeting

When an involuntary change of assignment has occurred, the site administrator, upon the unit member’s request, shall meet with the unit member to discuss the basis for his/her decision.

11.5.4 Arbitrary/Punitive

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

11.6 Involuntary Transfers

11.6.1 Basis For District Initiated/Involuntary Transfers

The Superintendent or designee may initiate a transfer because of any of the following reasons: enrollment changes; school reorganization; school

openings and closings; staffing shortages or surpluses within a school and/or department; credentialing requirements; under unusual circumstances, professional considerations(s) of unit members; and/or to comply with federal and/or state law. The District shall not initiate an involuntary transfer for arbitrary, capricious, or discriminatory reasons.

11.6.2 Transfer Of Least Senior

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

11.6.3 Punitive

Involuntary transfers shall not be punitive.

11.6.4 Preferences And Priorities

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

11.6.5 Two Years At New Site

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

11.6.6 Opening Prior To October

If an opening or vacancy occurs prior to the first day of October at a bargaining unit member's original work site, the bargaining unit member shall be given the option of returning to the original work site.

11.7 Reassignment Due To Layoff

11.7.1 Definition

For purposes of this Article, "reassignment" shall be defined as a change to a different program and/or a movement from one work site to another as a result of layoff pursuant to Education Code Section 44955, and which may be necessary to ensure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment that does not result from the District's obligation to reassign pursuant to Education Code Section 44955.

### 11.7.2 Written Notice

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

## 11.8 Miscellaneous

### 11.8.1 Return From Leave Of Absence

As long as a unit member returning from a leave of one year or less notifies the District in writing no later than June 1 of the unit member's intent to return to work at the beginning of the next school year, the unit member shall have the option, but shall not be compelled to return to the position the unit member held prior to the leave. A unit member who fails to notify the District as required by this section shall not be guaranteed a return to the position held prior to the leave.

### 11.8.2 Return From Shared Assignments

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

### 11.8.3 Special Education Transfers

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

### 11.8.4 Return From Consulting Teacher Assignment

A Consulting Teacher shall have the right to return described in Sections 21.5.2.5 and 21.5.2.6.

### 11.8.5 Resignations

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

create a vacancy and may give another unit member the opportunity to transfer or change assignment.

## ARTICLE 12: COMPENSATION

### 12.1 Salary Schedule

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

#### 12.1.1 Professional Growth

There are five columns based on professional growth:

Class I	Bachelor's Degree
Class II	Bachelor's Degree plus 15 semester units.
Class III	Bachelor's Degree plus 30 semester units.
Class IV	Bachelor's Degree plus 45 semester units.
Class V	Bachelor's Degree plus 60 semester units.

#### 12.1.2 Experience

The salary schedule provides steps for experience:

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

#### 12.1.3 Longevity Increment

The salary schedule provides for three (3) longevity increases at Class V, Step 17 and Class V, Step 21, and Class V, Step 25. The stipend for longevity increments is an amount equal to five (5%) percent of the preceding salary step. The employee's initial salary step placement shall be applied toward the employee's eligibility for longevity increments.

#### 12.1.4 Master's Degree Or Doctorate Stipend

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

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

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

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

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

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

#### 12.1.5 Serving Less Than A Full School Year

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

### 12.2 Initial Placement

#### 12.2.1 Units Earned After B.A.

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

#### 12.2.2 Prior Experience

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

12.2.3 Experience In Private Or Public Institutions

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

12.2.4 Out-Of-District Experience

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

The following chart summarizes this rule:

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

12.2.5 Nursing Experience And Compensation

Public school nursing or up to two (2) years of public health nursing shall be deemed as acceptable professional experience for school nurses in determining their placements on the certificated salary schedule. When a nurse earns the clear credential authorization described by Education Code Section 44877, the nurse shall work two hundred two (202) days and be placed on the Section 12.7 Counselor Salary Schedule. In addition, the District may appoint one Lead Nurse. The Lead Nurse shall work two hundred two (202) days and shall be placed on the Section 12.8 Psychologist Salary Schedule.

12.2.6 Records Of Training

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

12.3 Certificated Employees Reemployed By The District

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

12.4 Advancement On The Salary Schedule

12.4.1 Duration of Classification

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

12.4.2 Verification Of Course Work

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

12.4.3 Basis Of Classification

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

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

12.4.4 Recognition Of College Units

Advancement to classification columns depends upon completion of units recognized by any California State University or the University of California or approval of the Superintendent of this District or Superintendent's

designee. Certificated salary schedule requirements for Classes II, III, IV, and V must be completed after the granting of a Baccalaureate Degree.

#### 12.4.5 Salary Schedule For Partial Year

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

### 12.5 Supplemental Pay

#### 12.5.1 Coach Stipend For After School Sports

Unit members may apply for and be selected for assignments in the after school sports program. The District shall pay an annual stipend of \$1,250 per coaching stipend to each fully credentialed unit member assigned to coach in the after school sports program in addition to the unit member’s full-time assignment. Whenever possible, the District shall offer bargaining unit members vacant coaching positions in the after school sports program before employing non-bargaining unit walk-on coaches.

#### 12.5.2 Home Teachers

The regular classroom teacher of a child needing home teaching shall have the first right of refusal for the home teaching assignment. The District shall pay home teachers at the rate described in Section 12.5.3.

#### 12.5.3 Extended Duty Pay

##### 12.5.3.1 Student Extended Day Instructional Programs-2008

Effective January 1, 2008, the District shall compensate unit members at the rate of thirty-seven dollars (\$37.00) per hour for instructing students in the District’s Literacy Academy and other student extended day instructional programs. For the purpose of this section, the word “student” shall include Pre-Kindergarten students, K-8 students, and adult students.

12.5.3.2 Student Extended Day Instructional Programs-2008-09

Effective the first unit member duty day of the 2008-2009 school year, the District shall compensate unit members at the rate of forty-two dollars (\$42.00) per hour for instructing students in the District's Literacy Academy and other student extended day instructional programs. For the purpose of this section, the word "student" shall include Pre-Kindergarten students, K-8 students, and adult students.

12.5.3.3 Extended, Non-Instructional Extra Duties (2008)

Effective January 1, 2008, the District shall pay a unit member thirty dollars (\$30.00) per hour for extended, non-instructional extra duties performed beyond their regular unit member duties.

12.5.3.4 Extended, Non-Instructional Extra Duties (2008-2009)

Effective the first unit member duty day of the 2008-2009 school year, the District shall pay a unit member thirty-five dollars (\$35.00) per hour for extended, non-instructional extra duties performed beyond their regular unit member duties.

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

The District shall pay each eligible unit member one of the stipends described in this section for time the unit member is required to pack and unpack classroom supplies, books, and equipment in preparation for a school modernization, construction, maintenance, and/or preparation for carpet replacement. No unit member shall be compensated, however, for packing prior to the summer shutdown and/or unpacking/preparing the unit member's classroom/work space prior to the start of school in August/September.

To be eligible for one of the stipends described in this section, a unit member must perform substantially all the duties in a category, must complete and sign the District form verifying the performance of the duties, and must submit the signed form to the site administrator. The site administrator shall validate the performance and submit the form to the Deputy Superintendent for Business Services.

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

12.5.5 Substituting During Preparation Periods

- 12.5.5.1 At the request of the site administrator, any unit member assigned to an intermediate school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The site administrator shall equitably distribute the substitute opportunities.
- 12.5.5.2 Volunteering unit members shall be compensated for substitute teaching during their prep period at the rate of pay established in Section 12.5.3.1 and 12.5.3.2 of this Agreement. The unit member shall submit a timecard to the site administrator who will process it.

12.5.6 Consulting Teachers

Unit members selected and assigned to the duties of Consulting Teacher shall be paid any stipend funded by BTSA or PAR. The Joint Panel (Section 21.5.1.4) shall establish the amount of the stipend.

12.5.7 Faculty Associate Stipend

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

12.5.8 Compensation For Bus Supervision

As described in Section 14.3, the Site Administrator may assign unit members to bus supervision. The District shall compensate the unit member at the rate specified in Sections 12.5.3.3 or 12.5.3.4 for any time in excess of a unit member's assigned duties. Fifteen (15) or more minutes shall be recorded on the time card as one (1) hour, thirty (30) or more minutes shall be recorded on the time card as one and one-half (1-1/2) hours.

12.5.9 Uniform Stipends For District Established Meetings And Trainings

Unit members may volunteer to participate in District established meetings and/or trainings scheduled outside the unit member's duty day and duty year as defined by Article 14. When scheduling a meeting or training, the District announcement shall include a statement that a Uniform Stipend either shall or shall not be paid. Unit members selected to attend a Uniform Stipend meeting or training shall be paid one hundred dollars (\$100.00) for each non-duty day and fifty dollars (\$50.00) for each non-duty half (1/2) day. Unit members selected to attend Uniform Stipend meetings after the end of the regular workday scheduled to end after 6:00 p.m. shall be paid the fifty dollars (\$50.00) (1/2 day stipend).

No stipend shall be paid for any training for which credit is given for salary schedule placement. In addition, no stipend shall be paid by activities covered by Section 14.10.

12.5.10 Performance Incentive Awards

If a school qualifies for Performance Incentive Awards as described in Education Code Sections 44650-44654, the District and the Association shall meet and negotiate regarding the distribution of the awarded funds to the unit members assigned to the classroom and other certificated staff at the site during the school year for which the award was granted.

12.5.10.1 School Site Input

Before, beginning and during these negotiations, the negotiating parties will seek input from the unit members assigned to the classroom and other certificated staff at the school site.

12.5.10.2 Default Distribution

If the parties are unable to reach agreement after at least two negotiating sessions, the funds will be distributed to the unit members assigned to the classroom and other certificated staff according to Education Code Section 44653.

12.5.11 Pay For NBPTS Certification

12.5.11.1 District Stipend

Unit members who achieve certification through the National Board of Professional Teaching Standards (“NBPTS”) will receive an annual stipend of two thousand dollars (\$2,000). This annual stipend will be incorporated into the base pay, and will be prorated for unit members employed less than full-time.

12.5.11.2 Start Date

This stipend will be paid beginning with the school year following notification to the unit member that NBPTS certification has been achieved, and will continue for each year for which NBPTS certification is valid.

12.5.11.3 State Of California Stipend

If the unit member receives a State of California stipend greater than the District stipend defined in this section, the District stipend shall not be paid to the unit member in the same school year in which the unit member receives the State of California stipend.

12.6 Summer School Teachers

The District shall pay summer school teachers at the rate of pay described in Section 12.5.3.

12.7 Counselors

Counselors shall be paid on a six-step salary schedule with the following ratios applied to their placement on the teachers’ salary schedule:

Ratio To Teachers' Salary Schedule:

Step I	1.09
Step II	1.10
Step III	1.11
Step IV	1.12
Step V	1.13
Step VI	1.14

12.8 Psychologists' Salary Schedule

12.8.1 Nine Step Schedule

For the duration of this Agreement, psychologists shall be paid according to the following nine-step salary (AB60, steps 4-12):

<u>Experience (years)</u>	<u>Ratio To Teachers' Salary Schedule</u>
1	1.084
2	1.098
3	1.114
4	1.131
5	1.150
6	1.170
7	1.191
8	1.215
9	1.239

12.8.2 2007-2008 Salary Schedule

The 2007-2008 salary schedule shall be entitled "2007-2008 Salary Schedule (Psychologists)" and shall be attached to this Agreement as Appendix A-2.

12.8.3 Longevity And Advanced Degree Stipends

Psychologists shall be entitled to longevity and advanced degree stipends as provided in Sections 12.1.3 and 12.1.4 of this Agreement.

12.9 Teachers' Salary Schedule

12.9.1 Compensation For The First Year Of The Agreement (2007-2008)

Effective on the first workday in the 2007-2008 work year, the District shall improve the certificated salary schedule by four percent (4.0%) over the 2006-2007 salary schedule for bargaining unit members in active, paid status on the date the Governing Board ratifies this Agreement. This document shall be entitled "2007-2008 Salary Schedule" and shall be attached to this agreement as Appendix A-1.

12.9.2 Impact Of Improved Salary Schedule On Bargaining For 2007-2008 And 2008-2009

The District and Association agree that improving the salary schedule as described in Section 12.9.1 will require the District to fund 0.2% (\$84,400) of that salary schedule increase from the 2008-2009 school year budget. During negotiations for 2008-2009, the Association shall acknowledge that its bargaining unit members have received the \$84,400 in 2007-2008, and the \$84,400 shall be deducted from the increase, if any, in funded and received revenue limit per ADA plus equalization aid and deficit reduction revenue for the 2008-2009 school year.

If no COLA, equalization, or deficit reduction funds are received in 2008-2009, the \$84,400 will be deducted from the 2009-2010 funding.

12.9.3 Compensation For The Second Year Of The Agreement (2008-2009)

As stated in Section 22.3.1, the District and the Association have agreed to reopen negotiations on this section (the salary schedule) for the 2008-2009 year. If the District and the Association agree to increase the salary schedule by a percentage or dollar amount, this section shall be revised and the increase inserted into the following sentences:

“Effective on the first workday in the 2008-2009 work year, the District shall improve the certificated salary schedule by INSERT AFTER AGREEMENT 0% over the 2007-2008 salary schedule for bargaining unit members in active, paid status on the date the Governing Board ratifies this Agreement. This document shall be entitled “2008-2009 Salary Schedule” and shall be attached to this agreement as Appendix A-2.”

12.9.4 Compensation For The Third Year Of The Agreement (2009-2010)

As stated in Section 22.3.2, the District and the Association have agreed to reopen negotiations on this section (the salary schedule) for the 2009-2010 year. If the District and the Association agree to increase the salary schedule by a percentage or dollar amount, this section shall be revised and the increase inserted into the following sentences:

“Effective on the first workday in the 2009-2010 work year, the District shall improve the certificated salary schedule by a (INSERT AFTER AGREEMENT) over the 2008-2009 salary schedule for bargaining unit members in active, paid status on the date the Governing Board ratifies this Agreement. This document shall be entitled 2009-2010 Salary Schedule” and shall be attached to this agreement as Appendix A-3.”

12.10 STRS Defined Supplemental Benefits Plan

This section became effective July 1, 2002.

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

- Supplemental Pay (Sections 12.5.1 (Coaches), 12.5.2 (Home Teachers), 12.5.3 (Extended Duty Pay), 12.5.4 (Substituting During Preparation Periods), 12.5.7 (Compensation for Bus Supervision), and 12.5.8 (Uniform Stipends for District-Established Meetings And Trainings);
- Summer School (Section 12.6);
- Curriculum writing and development;
- Consulting teacher;
- Regular teaching within the school year beyond 1.0 FTE;
- Any other activity mutually agreed in writing by the Superintendent and the President of the Association as an amendment to this provision.

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

**ARTICLE 13: HEALTH AND WELFARE BENEFITS**

13.1 Benefit Contributions For 2007-2008

For the 2007-2008 school year, the District will contribute up to the following maximum amounts per month toward the cost of health benefits for each full-time unit member. Unit members electing coverage with a cost greater than the amount paid by the District in this section shall have the difference deducted automatically from the unit member's pay.

Plan	2006 - 2007	2007 - 2008
<b>Kaiser HMO</b>		
Employee Only	\$385.54	\$386.10
Employee + 1	\$771.08	\$772.19
Employee + 2 Or More	\$1,091.08	\$1,092.65
<b>Blue Cross CA Care</b>		
Employee Only	\$468.17	\$517.89
Employee + 1	\$981.78	\$1,086.05
Employee + 2 Or More	\$1,091.08	\$1,092.65
<b>Blue Cross Prudent Buyer</b>		
Employee Only	\$715.68	\$856.81
Employee + 1	\$1,091.08	\$1,092.65
Employee + 2 Or More	\$1,091.08	\$1,092.65

13.2 Joint District And Association Benefits Advisory Committee

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

13.3 Dental, Vision, Life Coverage (July 1, 2007 – June 30, 2010)

The District shall pay for the following coverages:

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

13.3.2 Unit member only Vision Care.

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

#### 13.4 Benefit Contributions For Second And Third Years

As permitted by Section 22.3, the parties may reopen negotiations on the amount of District contribution toward the health, dental, and vision benefit plans for the second and third years of this Agreement. During the reopener negotiations, the District shall contribute up to the maximum amounts per month stated in Section 13.1.

#### 13.5 Coverage For Part-Time Unit Members

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

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

#### 13.6 Coverage During Paid Leave

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

#### 13.7 Domestic Partners Health Benefits

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

#### 13.8 Coverage During Unpaid Leave

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

#### 13.9 Coverage During Retirement

The District shall continue to provide retired teachers the opportunity to purchase health and welfare insurance premiums for themselves and their dependents at the current group rates after reaching his/her 55th birthday, providing said teacher has served five (5)

consecutive years of service for the employer prior to retirement. Premiums shall be payable to the District one month in advance. A District approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

#### 13.10 Participation In Tax-Sheltered Annuities

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

#### 13.11 Reimbursement For Vehicles

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

#### 13.12 Reimbursement For Loss To Personal Instructional Property

13.12.1 During the term of this Agreement, the District will establish a program for reimbursement for loss or damage to personal property used for instructional purposes.

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

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

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

13.12.4 Personal effects not covered by Sections 13.12.1 – 13.12.3 are specifically excluded from this provision.

## **ARTICLE 14: HOURS OF EMPLOYMENT**

### 14.1 Work Day

All unit members shall be at their work stations seven and one-quarter (7-1/4) hours per day exclusive of the lunch period. The work station is defined as the school site to which the member is assigned on a given day or any other previously authorized place where the member is conducting District business. The work station shall also be defined as places within the District where members may conduct Association/District business for the purpose of representation described in Sections 6.7, 6.10, 7.6.5, 7.6.10, and 10.11.2.

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

#### 14.1.1 Leaving Before The End Of The Work Day

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

#### 14.1.2 Check In And Out

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

### 14.2 Starting And Ending Times

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

### 14.3 Supervision Of Students

Site administrators may assign unit members to supervise students. Student supervision shall include, but not be limited to, yard duty, playground duty, noon duty, bus duty, hall supervision, assembly supervision, and during all school-approved student activities conducted during the teacher work day. The site administrator shall give unit members an opportunity to express preferences before finalizing assignments. The site administrator shall equitably distribute student supervision assignments among unit members.

### 14.4 District Directed Site Meetings

Unit members may be required to attend District Directed Site Meetings. District Directed Site Meetings shall include, but not be limited to, general staff meetings, department meetings, and site staff development.

#### 14.4.1 Definition

For the purpose of this section and Appendix F, a “District Directed Site Meeting” shall be defined as “Any required meeting of the site administrator(s) and the bargaining unit members assigned to a school site and that is scheduled either before the start of the student instructional day or after the dismissal of the last class in the school. On any adjusted day, the period between the end of the early release time and the usual dismissal of the last class shall be used as defined in Section 14.8.2 and shall not be included in the definition of District Directed Site Meetings.”

#### 14.4.2 Maximum Hours Of District Directed Site Meetings

District Directed Site Meetings shall not exceed four (4) hours per month. A chart illustrating the maximum hours of District Directed Site meetings is attached as Appendix F and incorporated into this section.

#### 14.4.3 Non-Adjusted Days: Maximum Hours Of District Directed Site Meetings

On any one (1) non-adjusted, regular student instructional day, District Directed Site Meetings shall not exceed one and one-half (1-1/2) hours. On any non-adjusted, regular student instructional day, the four (4) hours may include any District Directed Site Meeting either before the start of the student instructional day or after the dismissal of the last class in the school.

#### 14.4.4 Adjusted Days: Maximum Hours Of District Directed Site Meetings

On any adjusted day, the period between the end of the early release time and the usual dismissal of the last class shall be used as defined in Section 14.8.2 and shall not be included in the definition of District Directed Site Meetings or the four (4) hour maximum. On the 1/3 adjusted days scheduled for Individual Unit Member planning or Unit Member/Grade Level, District Directed Site Meetings shall not exceed one and one-half (1-1/2) hours. On the 1/3 of the adjusted days scheduled for District Directed professional development (see Section 14.8.2), the site administrator may extend the staff development up to one (1) hour after the usual dismissal of the last class. The number of minutes the professional development extends after the usual dismissal of the last class shall be included in the Section 14.4.2 four (4) maximum.

#### 14.4.5 Meeting Agendas

The administrator scheduling a District Directed Site Meeting shall provide unit members with the individual copy of the agenda for the scheduled meeting to the unit members at least twenty-four (24) hours before the meeting. Bargaining Unit members are encouraged to submit to the site administrator 48 hours before the scheduled meeting any issues that may

require a problem solving discussion. By mutual agreement of the site administrator and the staff, informational and problem solving items may be added to a general staff agenda.

#### 14.5 Unit Member Directed Site Meetings

In addition to District Directed Site Meetings, unit members shall plan, schedule, and participate in Unit Member Directed Site Meetings. By consensus, unit members shall determine the date, time, and location of Unit Member Directed Meetings. Unit Member Directed Site Meetings shall include, but not be limited to, grade level planning and preparation, collaboration between unit members, and site collaborative planning. Unit members shall notify the site administrator of the time and place of Unit Member Directed Site Meetings. Unit members shall maintain a binder or log describing the unit members who attended, the subject of the meeting, and the date and time of the Unit Member Directed Site Meeting. The site administrator shall not require unit members to submit a report after each Unit Member Directed Site Meeting. Unit Member Directed Site Meetings may be held on 1/3 of the adjusted days described in Section 14.8.2.

#### 14.6 Instruction Time In Grades K-3

##### 14.6.1 Kindergarten

Effective with the 2002-2003 school year, the District shall offer a full day kindergarten program. The instructional day for teachers shall be at least 260 instructional minutes and not more than 290 instructional minutes not including recess. Kindergarten unit members shall not perform an overlap assignment in primary classes.

On adjusted days the teacher's instructional day shall be 260 instructional minutes.

##### 14.6.2 Grades 1-3

Depending on the number of adjusted days scheduled as permitted by Section 14.8.1, the instructional day for teachers shall be at least 320 and not more than 325 instructional minutes. Additionally, all primary grade classes shall maintain a 60 minute staggered instructional program, which shall be included within the 320 or 325 minutes instructional day for teachers. On adjusted days, the teachers' instructional day shall be at least 260 and not more than 265 instructional minutes.

Staggered instruction will commence no later than the Monday of the second full week of school.

#### 14.7 Instructional Time For Grades 4-8

##### 14.7.1 Grades 4-6

Depending upon the number of adjusted days scheduled as permitted by Section 14.8.1, the teachers' instructional day shall be at least 320 and not

more than 325 instructional minutes. On adjusted days, the teachers' instructional day shall be at least 260 and not more than 265 instructional minutes.

#### 14.7.2 Grades 7-8

Full-time teachers' instructional day, exclusive of adjusted days, shall be a minimum of 250 instructional minutes. Unit members assigned full-time to 7-8 classrooms shall receive one planning and preparation period each day during the regular student instructional periods equivalent to one normal class period. Unless the unit member has the site administrator's prior approval, the unit member shall remain on site during the preparation period.

### 14.8 Adjusted Days

#### 14.8.1 Scheduling Of K-6 Adjusted Days

During the first five days and the last two calendar weeks of each school year, the instructional days shall be adjusted. To permit the scheduling of these adjusted days while complying with minimum instructional minutes, the 4-6 teachers' instructional day may be extended by three minutes per day up to the maximum number of minutes in Sections 14.6.2 and 14.7.1.

#### 14.8.2 Weekly Adjusted Day

In addition, one specific day of each week shall be designated as an adjusted day. One-third of the adjusted days per year shall be scheduled for individual unit member planning, one-third of the adjusted days shall be scheduled for teacher-directed grade level and/or team planning, and one-third of the adjusted days may be scheduled by the District for site training or District training/ inservice. Parent conference days and the adjusted days during the first, second, and last weeks of the school year shall not be included in this section. A chart illustrating the use of the adjusted days is attached as Appendix F.

#### 14.8.3 Grades 4-6 Banking Of Hours

To permit the banking of hours for support of grades 4-6 classroom unit members while complying with minimum state instructional minutes, the 4-6 classroom unit members' instructional day may be extended by two additional minutes per day up to the maximum number of minutes in Section 14.7.1.

### 14.9 Conference Days Grades K-6

#### 14.9.1 Fall Parent Conferences

Fall parent conferences shall be scheduled during the nine school days before Thanksgiving. (The first day of the conference period shall be a student non-attendance/teacher workday and the eight (8) remaining days shall be adjusted.)

#### 14.9.2 Spring Parent Conferences

Spring parent conferences shall be scheduled during an appropriate week in March. Telephone parent conferences will be permitted during this period. (The student non-attendance/teacher workday shall be scheduled on a Friday with the five (5) days in the following week being adjusted conference days.)

#### 14.9.3 Responsibility To Complete Conferences

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

#### 14.10 Adjunct Duties

Adjunct duties may vary from site to site, and may include supervision of student clubs and social activities, participation in school site councils, and work on District or site committees.

No later than September 10 of each year, each site administrator shall develop a list of adjunct duties. These duties shall be limited to a reasonable number of duties and shall be equitably assigned among unit members at each site. At the option of the site, unit members may elect at least two unit members to act as the site's Adjunct Duty Advisory Committee. If an Adjunct Duty Advisory Committee is elected, the Committee shall work with the site administrator to develop a list of adjunct duties by October 1. Unit members shall self-select adjunct duties from the list. Unit members employed on partial contracts shall perform adjunct duties on a proportional basis. Unit members who do not self select shall be equitably assigned duties by the site administrator.

#### 14.11 Night Events And Meetings

In addition to the duties described in Sections 14.1 through 14.10, unit members are responsible on work days for the following duties when assigned by the site administrator: no more than two back-to-school nights; and no more than two other parent-teacher activities per year.

##### 14.11.1 Student Social And Recreational Activities

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

#### 14.12 School Year Duration

##### 14.12.1 Work Year Without Staff Development Days

The work year for unit members assigned to the classroom shall be 186 days; for counselors, 201; for psychologists, 201.

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

#### 14.12.2 Work Year With Staff Development Days

The work year for unit members assigned to the classroom shall be 187 days; for counselors, 202 days; for psychologists, 202 days. Unit members shall attend three days of staff development as defined in Education Code Sections 44579-44579.4 and Sections 6000-6002 of Title 5, California Code of Regulations. In addition, unit members shall instruct students for 180 days and perform related work duties for four days.

#### 14.13 Work During Off-Hours

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

#### 14.14 Altered Schedule

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

#### 14.15 Non-Staggered Instruction Programs

School sites may establish non-staggered programs. A non-staggered program must comply with the following standards:

##### 14.15.1 Suspension Of Contract Language

During a non-staggered program, Section 14.6.2 of the Agreement shall be suspended and shall be replaced by the following:

##### Grades 1-3

Depending upon the number of adjusted days scheduled as permitted by Section 14.8.1, the instructional day for teachers shall be at least 300 and not more than 305 instructional minutes unless members at the school site have reached consensus on an instructional day with more than 305 minutes. On adjusted days, the teachers' instructional day shall be at least 260 and not more than 265 instructional minutes.

Staggered instruction will commence no later than the Monday of the second full week of school.

14.15.2 Site Vote (May/June)

Before implementing a non-staggered instruction program, the school site shall submit to the Association and the District a description of the positions affected by the program, and a verification that at least a majority (51%) of affected unit members voting at the school site have voted by secret ballot on the decision to establish the program for the entire site.

For the purpose of this secret ballot vote, “affected unit members” shall be defined as the full-time and/or shared assignment teachers assigned to grades 1-3 for the following school year. At any site considering whether or not to establish a non-staggered kindergarten program under Section 14.15, “affected unit members” shall be defined as the full-time and/or shared assignment teachers assigned to grades K-3 for the following school year. The secret ballot vote shall take place during a site faculty meeting. The site administrator and an OGEA site representative shall jointly distribute and count the ballots.

## ARTICLE 15: CLASS SIZE

### 15.1 Grades K-3

The parties acknowledge the District's implementation in grades K-3 of the Class Size Reduction Program created by Education Code Sections 52121-52129. As long as the District qualifies for and accepts the funding described in the Class Size Reduction Program, the District shall implement the Program consistently with the Education Code and related state regulations.

If Education Code Sections 52121-52129 are repealed, unfunded, or substantially modified, the parties agree to reopen negotiations about the teacher-student ratio in grades K-3. If the parties do not reach agreement on replacement language, the District shall implement the following:

“Subject to the provisions of Section 15.4 below, the maximum number of students in any class shall not exceed thirty-three (33) students.”

### 15.2 Grades 4-6

Subject to the provisions of Section 15.4 below, the maximum number of students in any class shall not exceed thirty-four (34) students.

### 15.3 Grades 7-8

The teacher load will not exceed one hundred seventy-five (175) students per day unless approved by the unit member.

### 15.4 Pupil Placement Funds

The term “pupil placement funds” is defined as money provided to unit members whose classrooms exceeds the maximums set forth in Sections 15.1 and 15.2.

If the District must place students in a classroom that already has the maximum number of students as set forth in Sections 15.1 and 15.2, the District shall provide excess pupil placement funds as described below.

#### 15.4.1 Grades K-3

##### 15.4.1.1 Pupil Placement Funds

Effective August 1, 2001, the District shall pay unit members excess pupil placement funds in the following amounts:

- \$10.00 per day for the 34th student;
- \$10.00 per day for the 35th student;
- \$20.00 per day for the 36th student.

15.4.1.2 Maximum Number Of Students

The number of students in an individual classroom may not exceed thirty-six (36).

15.4.2 Grades 4-6

15.4.2.1 Pupil Placement Funds

Effective August 1, 2001, the District shall pay unit members excess pupil placement funds in the following amounts:

- \$10.00 per day for the 35th student;
- \$30.00 per day for the 36th student.

15.4.2.2 Maximum Number Of Students

The number of students in an individual classroom may not exceed thirty-six (36).

15.4.2.3 Combination Classes

For each classroom in which a combination of grade 4-6 students are assigned, the District shall provide alternate teaching materials and/or kits. At the option of the unit member assigned to the combination class, the unit member may use the alternate materials and/or kits.

15.4.3 Excess Pupil Placement

The first three (3) weeks of the school year are set aside for readjustment and realignment of class loads, and the accounting for excess pupil placement funds begins on the fourth Monday of the school year. Additionally, the District's obligation to pay excess pupil placement funds arises only after the "excess pupil" has been on the register in a particular classroom for five (5) school days. Upon the sixth day of enrollment in a class, the District's obligation to pay excess pupil placement funds is retroactive to the first date of the excess pupil's enrollment in that classroom.

Section 15.4.3 shall remain in effect for the 2007-2008 school year. In spring 2008, the District and the Association agree to begin negotiating Section 15.4.3 for the 2008-2009 and future years. If the District and the Association do not reach agreement by August 1, 2008, the parties agree to reinsert the sentence, "The District's obligation to pay excess pupil placement funds shall not exceed three thousand dollars (\$3,000) per classroom" into Section 15.4.3 and that language shall remain the status quo.

15.5 Laboratory Classes

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

15.6 Classroom Vocal Music Instruction

Class size for vocal music instruction shall be determined by the music teachers and the Director of Curriculum/Instruction.

15.7 Instrumental Music Instruction

The teaching load of an instrumental music teacher shall not exceed two hundred fifty (250) students for scheduled instruction except at the request of the music teacher.

15.8 Special Day Classes

The District shall utilize the Special Education Local Plan Agency (SELPA) placement guidelines for Special Day Classes. The Director of Special Education shall establish a committee of Special Education teachers and site administrators to review the staffing ratio of Special Day classes.

15.8.1 Criteria For Placement

The current criteria for determining placement shall be:

15.8.1.1 Range and severity of handicaps.

15.8.1.2 Age and behavioral variables of student.

15.8.1.3 Extent of need for individual instruction.

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

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

15.8.1.6 Density of school population.

15.8.1.7 Current class size.

15.8.2 Mainstreamed Students Counted

Special Day students mainstreamed into elementary classrooms for fifty (50%) percent or more of the day shall be counted for purposes of Sections 15.2 through 15.7.

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

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

	Norm	High
SH – Autistic (two instructional assistants)	8	11
SH – Low Functioning (two instructional assistants)	10	14
SH – Emotionally Disturbed (two instructional assistants)	8	11

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

15.9 Speech And Language Therapists Case Load

Unless the State Superintendent of Public Instruction has granted prior written approval, caseloads for full-time speech and language specialists shall not exceed the limits established by Education Code Section 56363.3.

15.10 Resource Specialist/Teacher Caseload

The caseload for resource teachers shall comply with guidelines established by the SELPA. No resource specialist or teacher shall have a caseload that exceeds the maximum established by Education Code Section 56362.

## **ARTICLE 16: SAFETY CONDITIONS**

### **16.1 Working Conditions**

Every effort shall be made to maintain healthful and safe conditions in all classrooms. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

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

16.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible.

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

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

### **16.2 Joint Work Group On Safety**

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

16.2.2 The purpose of the Work Group shall be to:

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

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

16.2.2.3 Recommend appropriate site training for teachers and administrators concerning student discipline and teacher safety.

### **16.3 Disclosure Of Student Discipline**

Based on any written records that the District maintains or receives from a law enforcement agency or another District regarding a student described in California Education Code Section 49079, the District shall provide unit members with information about each student who has caused or attempted to cause serious bodily injury or injury

to another person. Any information received by a unit member pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

## **ARTICLE 17: ORGANIZATIONAL SECURITY**

### 17.1 Right To Organize

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

### 17.2 Fee Deductions

Further, the District agrees to deduct from the pay of any employee of the District, whether they are or are not members of the Association, such dues or fees on the prescribed form provided by the District and Association.

### 17.3 Duration Of Membership

Employees of the unit who are dues paying members of the Association during the term of this Agreement shall be required to maintain membership for the duration of this Agreement. Nothing contained in this Agreement, however, shall deprive the employee of the right to terminate his obligation to the employee organization within a period of thirty (30) days after the expiration of this Agreement.

### 17.4 Authorization Of Deductions

Any unit member may sign and deliver to the District an assignment authorization deduction of unified membership dues, initiation fees, general assessments in the Association, or a service fee. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the District shall deduct one tenth (.10) of such dues or service fee from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be prorated.

### 17.5 Remittance Of Deductions

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

### 17.6 Fulfillment Of Provisions

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### 17.7 Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit

union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

17.8 Agency Fee

17.8.1 Any bargaining unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a service fee as determined by the Association in an amount not to exceed the standard initiation fee, unified dues, and general assessments of the Association, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such service fee in accordance with Section 17.4 of this Article. Upon request, the Association shall rebate the difference between the amount of dues and the amount of the service fee.

17.8.2 Unit members have the right to pay the service fee directly to the Association; but if the Association notifies the District that the unit member has not paid the fee or authorized a payroll deduction, the District shall immediately begin payroll deduction as provided in Education Code Section 45061. For the duration of this Agreement, those who choose to pay directly to the Association will pay annual dues by September 30. As required by state and federal law and regulation, the Association shall provide unit members with notice and an explanation of the service fee and the appeal procedure.

17.8.3 Before beginning automatic payroll deduction, the Association will certify to the District in writing that:

17.8.3.1 The unit member whose pay is to be affected by the deduction has:

- Refused to join the Association;
- Refused to tender the amount of the service fee as defined in this Article; and
- Not established entitlement to exemption under Section 17.8.5 of this Article; and

17.8.3.2 The Association is complying with current law and regulations regarding the rights of, and financial disclosure to, fee payers.

17.8.4 The written certification of Section 17.8.3 above shall be a condition precedent to the District's collection of the service fee.

17.8.5 If a bargaining unit member has a bona fide religious objection to payment of the service fee, he/she shall contribute an amount equal to the service fee to a recognized charitable organization that shall be a non-religious, non-labor

organization exempt from taxation under Section 503(c)(3) of Title 26 of the Internal Revenue Code. The unit member shall contribute an amount equal to the service fee to one of the following recognized charities: (a) the March of Dimes; (b) the Foundation to Assist California Teachers (FACT); (c) the Santa Clara County Children's Shelter; (d) the American Cancer Society; (e) United Way; and (f) the American Heart Association.

- 17.8.6 The Association shall indemnify and hold the District harmless from any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the organizational security provision of this Agreement or their implementation. The Association also agrees to pay to the District all attorneys' fees and legal costs incurred in defending against such actions. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

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

18.1 Early Retirement Program

18.1.1 Eligibility For The Early Retirement Program

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

18.1.2 STRS Disability Retirement

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

18.1.3 Funding Of The Program

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

18.1.4 Special, One-Time Funding For 2007-2008

For the period from August 2007 to June 30, 2008, the District shall contribute to the Early Retirement Program fund an additional one-time contribution of \$179,000. The District shall have no obligation to make another similar contribution in the 2008-2009 or future years. The District is making this one-time special contribution to allow more unit members to benefit from the Early Retirement Program. The District's one-time special contribution in 2007-2008 shall not create a past practice or set a precedent for the future.

18.1.5 Health, Dental, And Vision Coverage

Unit members selected for the Early Retirement Program may participate in District medical benefits for up to five (5) years or until the unit member reaches age sixty-five (65), whichever comes first. If the District and OGEA agree to modify the health benefit coverage for unit members and/or retirees, all participants in the Early Retirement Program will be moved to the new or modified carrier and/or health benefit plan. As permitted by Section 13.9, retired unit members have the opportunity to purchase health insurance for their dependents.

18.1.5.1 Health Benefits

Current Participants

For participants who entered the Early Retirement Program prior to October 1, 2006, the District shall continue to contribute up to the maximum amount paid for full-time active unit members covered by Kaiser, employee only, Blue Cross California Care, employee only, or Blue Cross Prudent Buyer, employee only. The District's maximum monthly contribution shall be the dollar amount stated in Section 13.1.

Post October 1, 2006 Participants

For participants entering the Early Retirement Program on or after October 1, 2006, the District shall contribute up to the maximum amount paid for full-time active unit members covered by Kaiser employee only. The District's maximum monthly contribution shall be the dollar amount stated in Section 13.1.

18.1.5.2 Dental, Vision, Life Coverage

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

18.1.6 Application For The Program

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

18.1.7 Acceptance Into The Program

Applications received between February 2 and April 31 will be ranked by seniority and entrance into the Program granted on that basis. If space remains after May 1, entrance into the Program will be granted on a first come, first served basis.

18.1.8 Length Of The Program

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

18.1.9 Retirement Is Revocable

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

18.2 District Employment During Participation In The Early Retirement Program

A unit member participating in the Section 18.1 Early Retirement Program may apply for a position as a District substitute teacher or for an Article 19 Shared Assignment. The retired unit member's earnings as a substitute teacher or as a shared assignment teacher shall not exceed the annual earning maximum established by relevant Education Code sections, including Sections 22461, 24116, 24214, and 24215.

18.2.1 Substitute Teacher

For each day of substitute teaching, the retired unit member shall be paid one hundred and sixty dollars (\$160).

18.2.2 Shared Assignment

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

18.2.3 Representation Fee

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

18.3 Post Retirement Employment Program

Under the Post Retirement Employment Program, the District may employ a retired unit member or any retired STRS participant who retired for service and the compensation earned by the unit member or STRS participant shall be exempt from the annual earnings limitations in Education Code Section 24214, as long as the retired unit member or retired STRS participant meets each and every STRS and Education Code condition. Although the Education Code sections may be modified, the Post Retirement Employment Program is currently included in Education Code Sections 24216.5, 24216.6, and 24214.

18.3.1 Compensation

A retired unit member or retired STRS participant employed under the Post Retirement Employment Program shall be compensated on the appropriate

Class of the District's salary schedule, but the retired unit member's or retired STRS participant's earnings shall not exceed the annual earning maximum established by relevant Education Code sections, including Sections 22461, 24116, 24214, and 24215.

18.3.2 Unit Member Preference

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

18.3.3 Representation Fee

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

18.4 Concurrent Participation

Unit members may not concurrently participate in both the Early Retirement Program specified in Section 18.1 and Post Retirement Employment Program specified in Section 18.3.

## ARTICLE 19: SHARED ASSIGNMENTS

### 19.1 Shared Assignment Informational Meeting

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

### 19.2 Shared Assignment Proposals

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

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

### 19.3 Eligibility For Participation

Unit members may participate in the Shared Assignment Program.

19.3.1 Team Proposal

Two unit members may submit a proposal for a shared assignments as a team.

19.3.2 Individual Proposal

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

19.3.3 Posting/Non-Unit Members

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

19.3.4 Unpaid Leave Of Absence/Temporary Replacement

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

19.4 Timelines

To be eligible for a shared assignment for the following school year, the unit member must submit a written shared assignment proposal to the supervising administrator no later than March 15. To be eligible for a shared assignment for the second semester of the following school year, the unit member must submit a written shared assignment proposal to the supervising administrator no later than September 15. To reject the shared assignment proposal, the supervising administrator shall provide a written rejection statement including the basis for the rejection no later than April 15 or October 15. If a proposal is rejected, the unit members shall have the opportunity to rewrite and submit the proposal no later than April 30 or October 30. No later than May 10 or November 10, the supervising administrator shall provide a written approval or rejection notice to the unit member. All approved proposals must be submitted to the Human Resources Department no later than May 15 or November 15.

19.5 Shared Duties And Responsibilities

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

- 19.5.1 At the discretion of the participating unit members, one or both unit members shall attend all pre-service orientation days, Back-To-School and Open House

Nights, and Fall and Spring Parent Conference Days on the same basis as full-time unit members.

19.5.2 The unit member on duty shall attend scheduled faculty department meetings and required in-service meetings unless otherwise directed by the administrator or the Superintendent. Unit members sharing an assignment are responsible for communicating all information disseminated in meetings and in-services.

19.5.3 Unit members shall equitably share non-teaching duties.

19.5.4 Unit members shall agree on retention recommendations following established District promotion and retention practices. Unit members shall jointly conduct parent conferences. With the site administrator's approval, one unit member may conduct the conference as long as the other unit member prepares appropriate backup information for the conference.

#### 19.6 Salary Benefits

19.6.1 Each participating unit member will receive a salary prorated at the percentage of a full-time salary that the participant's assignment is related to a full-time assignment.

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

#### 19.7 Fringe Benefits

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

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

#### 19.8 Requests To Return To Full-Time Assignment

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

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

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

19.9 Number Of Shared Assignment Contracts

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

19.10 Duration Of Shared Assignment Program

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

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

19.11 Superintendent’s Committee

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

19.11.1 Approval

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

19.11.2 Conditional Approval

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

19.11.3 Denial

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

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

## 19.12 Substituting

- 19.12.1 When one member of a shared assignment team is absent for illness or other paid leave, the remaining team member is encouraged to take over full-time for the period of absence, subject to the provisions of Section 19.12.3.
- 19.12.2 Changes in the individual work calendar (19.2.3) days to cover such absences, other than illness, shall be approved by the administrator and limited to five (5) such days for each member of the team.
- 19.12.3 When a member of a shared assignment team is on an unpaid leave of absence and the remaining team member agrees to assume full-time teaching responsibilities for the assignment during the unpaid leave, the remaining member shall receive his regular per diem rate of pay and all regular benefits that accrue to full-time unit members.

## 19.13 STRS Contribution

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

## 19.14 Tenure

Shared contract status shall not constitute a break in service.

## 19.15 Time Sharing

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

## 19.16 Workers' Compensation

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

## 19.17 General Provisions

- 19.17.1 Both participants will assume full responsibility for the assignment including responsibility for students. Parent-unit member conferences and written Student Progress Reports to parents will be the joint responsibility of the shared assignment team.
- 19.17.2 If one member of a shared assignment team is unable to fulfill the requirements of a shared assignment for the remainder of the year, the other participant may nominate a K-8 tenured certificated staff member (19.3) who is on an unpaid leave of absence to be considered for the position. The nominee must be interviewed and recommended to the Superintendent by the supervising administrator. If no one is nominated or approved for the shared assignment, the remaining team member shall be offered the full time position.

19.18 Dissolution Of Shared Assignment/Reduction In Force

- 19.18.1 Upon the dissolution of a shared assignment that has been in effect for two school years or more, the resident unit member retains the right to remain at the host school. The other member of the shared assignment may be assigned to any vacancy or open position in the District.
- 19.18.2 In the case of a reduction in staff that requires the elimination of positions at individual schools, the following procedure shall apply: If both parties to the shared assignment were residents of the school at which the reduction is occurring prior to the creation of the shared assignment, their eligibility for being displaced shall be on the basis of their individual seniority.

## ARTICLE 20: TEACHER INTERN PROGRAM

### 20.1 Program Purpose

The District, the Association, and San Jose State University seek to create a Teacher Intern Program that:

- 20.1.1 Permits teacher interns to obtain a CLAD/Multiple Subject Credential;
- 20.1.2 Provides the District with highly qualified teachers;
- 20.1.3 Provides an opportunity for District Faculty Associates to support and coach other second-year New Teachers; and
- 20.1.4 Provides an opportunity for District Faculty Associates to support interns in the classroom and ensures that students receive a high quality education.

## INTERNS

### 20.2 Qualifications

- 20.2.1 Satisfy one (1) or more of the following criteria:
  - Demonstrate academic excellence and commitment to the internship program; and/or
  - Demonstrate life experience that prepares the candidate to assume part-time responsibility for a class of students.

### 20.3 Representation

The Association shall be the exclusive bargaining representative for interns in their District employment. Interns shall be included in the OGEA bargaining unit.

### 20.4 Intern Selection Process

- 20.4.1 Individuals who wish to become a District intern must apply and be accepted to San Jose State University's Collaborative Internship Program.
- 20.4.2 Before a reasonable deadline established by the District's Governing Board and San Jose State University, intern applicants must submit to the District's Selection Committee a written application to participate in the Program.

### 20.5 Mandatory Preservice

The successful completion, prior to the intern's service in any classroom, of six (6) semester units course work from San Jose State University, designed in cooperation with the District to provide instruction and orientation in the aspects of child development and the methods of teaching the subject field or fields that the intern will be assigned.

## 20.6 Duties

For eighty (80%) percent of student attendance days each school year, excluding scheduled class time at San Jose State, interns shall observe and assist a Faculty Associate. When the Faculty Associate and the Site Administrator determine that the intern is qualified and prepared, the intern shall take over teaching responsibility for the Faculty Associate's class for twenty (20%) percent of student attendance days each school year. The Faculty Associate and the intern shall collaboratively design the students' instructional program.

## 20.7 Supervision And Evaluation

The principal at the school to which the intern is assigned shall supervise and evaluate the intern for matters concerning District employment.

## 20.8 Salary

In accordance with Education Code Section 44462, interns shall receive seven eighths (7/8ths) of twenty (20%) percent of the salary provided to teachers placed at Step 1 and Class 1 of the District's current salary schedule.

## 20.9 Termination

The District may release the intern from District employment at any time and without cause. In accordance with Education Code Section 44464, interns shall not receive rights provided under Education Code Sections 44948 and 44949.

## 20.10 Employment Status During Internship

For the internship's duration, interns are considered probationary employees under Education Code Section 44885.5(a).

## 20.11 Employment Status After Internship

If the intern successfully completes the internship program, and receives satisfactory evaluations and a teaching credential, the District may reelect the intern for the next succeeding school year to a position requiring certification requirements. If reelected, the intern shall be considered a probationary teacher under Education Code Section 44885.5(a).

If an individual successfully completes the internship program, and is reelected for the next succeeding school year as described immediately above, then the District shall, upon reelecting the individual to a position requiring certification qualifications for the second succeeding school year following the internship's completion, classify the individual as a permanent District employee under Education Code Section 44885.5(b).

## FACULTY ASSOCIATES

### 20.12 Qualifications

Faculty Associates are full time Association bargaining unit members who assist and guide interns to develop into professional educators. To qualify as a Faculty Associate, a bargaining unit member must:

- 20.12.1 Be a permanent District certificated employee.
- 20.12.2 Possess valid certification at the same level, or the same type of credential as the interns they assist. (Education Code Section 44830.3.)
- 20.12.3 Know content/methods to teach a subject area at different grade levels.
- 20.12.4 Possess good verbal communication skills.
- 20.12.5 Demonstrate interpersonal skills, i.e., ability to work with diverse population of students and adults.
- 20.12.6 Know and apply creative and innovative techniques in subject areas.
- 20.12.7 Be willing to share ideas with peers.
- 20.12.8 Be able to develop and implement curriculum.
- 20.12.9 Demonstrate instructional leadership.
- 20.12.10 Demonstrate organizational skills.
- 20.12.11 Possess multi-grade and content area experience.
- 20.12.12 Know frameworks and model best practices.
- 20.12.13 Model the District's core values.

### 20.13 Duties

Faculty Associates shall perform the following duties:

- 20.13.1 Supervise and evaluate interns enrolled in a credential program for the purpose of awarding a CLAD/Multiple Subject Credential. In addition, as determined by the District, either:
  - Provide support for one (1) first or second year teacher at a District school site; or
  - Serve as a site Literacy Leader.

20.14 Release Time

Faculty Associates shall receive no release time.

20.14.1 The Faculty Associate shall be permitted to attend Faculty Associate meetings during the school day for two (2) hours bi-weekly.

20.15 Supervision

The principal at the school to which the Faculty Associate is assigned shall supervise the Faculty Associate.

20.16 Term

Faculty Associates shall serve a three-year term. If Faculty Associate positions are available at the end of the three year term, a Faculty Associate may apply for a second three year term.

**PROVISIONS APPLICABLE TO INTERNS AND  
FACULTY ASSOCIATES**

20.17 Selection Of Faculty Associates

The District shall post notices of Faculty Associate vacancies for at least five (5) working days in the District administration office and the staff room at the site. Faculty Associate vacancy notices shall include a description of the Intern Program and the options or types of support that must be provided to site staff. A copy of the Faculty Associate vacancy notice shall be forwarded to the Association office. During summer vacation, vacancy notices will be mailed to the Association office and to bargaining unit members.

20.18 Application Of Grievance Procedure

Article 7, Levels I and II shall be available to resolve disputes.

## **ARTICLE 21: PEER ASSISTANCE AND REVIEW**

### 21.1 Purpose

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

### 21.2 Annual Evaluations Not Completed By Consulting Teacher

The extent of the Program's assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 10 of the Agreement and Education Code Section 44660, et seq., except for making available to the evaluator the results of some unit members' participation in the Program.

### 21.3 Definitions For Purposes Of This Document

#### 21.3.1 "Classroom Teacher" or "Teacher"

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

#### 21.3.2 "Participating Teacher"

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

#### 21.3.3 "Consulting Teacher"

An exemplary teacher selected by the Joint Panel to provide Program assistance to a Participating Teacher.

#### 21.3.4 "Beginning Teacher"

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

#### 21.3.5 "Voluntary Participating Teacher"

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program.

#### 21.3.6 "Referred Participating Teacher"

A unit member with permanent status whose most recent performance evaluation contained a "Progress Not Evident" in the areas of subject matter

knowledge and/or teaching strategies and an overall “Progress Not Evident” summative rating.

21.3.7 “Evaluator”

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

21.3.8 “Joint Panel”

The Joint Panel shall consist of five (5) members, three of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators on the Joint Panel.

21.4 Program Outline

21.4.1 Referred Participating Teachers

21.4.1.1 A Referred Participating Teacher, as defined in Section 21.3.6, must participate in the Program.

21.4.1.2 Teacher Assistance Plan: The Consulting Teacher’s assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator after the Participating Teacher receives overall “Progress Not Evident.”

21.4.1.2.1 These recommendations shall be written, aligned with student standards, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

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

21.4.1.2.3 The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.

21.4.1.2.4 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 21.4.1.2.3, which shall also involve

conducting multiple classroom observations of the Participating Teacher.

- 21.4.1.3 Before April 1 of each year, the Consulting Teacher shall complete a written report documenting the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Evaluator.
- 21.4.1.4 The report described in Section 21.4.1.3 shall be made available as part of the Participating Teacher's annual evaluation. The Evaluator shall have the discretion as to whether and how to use the results in the annual evaluation.
- 21.4.1.5 After receiving the report described in Section 21.4.1.3, the Joint Panel may recommend whether the Participating Teacher will benefit from continued participation in the Program.
- 21.4.1.6 The teacher will continue participating in the Program until the teacher receives a Progress Evident evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate Progress Evident.
- 21.4.1.7 The Consulting Teacher shall conduct multiple classroom observations of each Participating Teacher.
- 21.4.1.8 The Consulting Teacher's report on the participation in the Program, as defined in Section 21.4.1.3, shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the Evaluator in the annual evaluation.
- 21.4.1.9 The Joint Panel will make an annual report to the Governing Board and the Association regarding the Program's impact, improvements to be made in the Program, and any recommendations regarding Program participants, including forwarding the names of the permanent teachers with Progress Not Evident evaluations who, after sustained assistance, are unable to demonstrate Progress Evident.

#### 21.4.2 Voluntary Participating Teachers

- 21.4.2.1 Any teacher with permanent status may volunteer to participate in the Program.
- 21.4.2.2 Voluntary Participating Teachers are expected to be high performing individuals who wish to grow and learn with the

assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum and instruction. The Program for Voluntary Participating Teachers may focus on practical application of certain teaching skills or the acquisition of a new subject matter.

21.4.2.3 Neither the Consulting Teacher nor the Panel will forward to the Board the names of volunteer teacher participants.

## 21.5 Governance And Program Structure

### 21.5.1 Joint Panel

21.5.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of five members, three certificated classroom teachers appointed by the Association, and two administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers. Each of the three panel members appointed by the Association shall serve a term of office determined by the Association.

21.5.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Four of the five Panel members will constitute a quorum for purposes of meeting and conducting business.

21.5.1.3 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition the Panel is responsible for:

- Submitting to the Governing Board and the Association an annual evaluation of the Program's impact, including recommendations regarding Referred Participating Teachers, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
- Selecting the Consulting Teachers;
- Reviewing Consulting Teachers' reports on Referred Participating Teachers;
- Reviewing the effectiveness of the Consulting Teachers in the role of Consulting Teacher;

- Coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
- Forwarding to the Human Resources Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in Section 21.3.1.8 in this document; and
- Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document.

21.5.1.4 The Panel shall use the following procedure for establishing the annual Program plan and budget:

By May 15 of each fiscal year the Panel will establish a Program and budget for the succeeding year, which will include:

- The estimated state revenues for the Program;
- The estimated expenditures, involving:
  - Projected number of Participating Teachers;
  - Projected (full and part-time) number of Consulting Teachers needed to service the projected need;
  - Released time for the Panel and Consulting Teachers;
  - Stipends for Panel members and Consulting Teachers that is consistent with the parameters established by the negotiating parties; and
  - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
- By June 15, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By September 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel.

## 21.5.2 Consulting Teachers

### 21.5.2.1 Minimum qualifications for Consulting Teacher are:

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

21.5.2.2 Consulting Teacher positions shall be posted by the District. Each applicant will be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position. A recommendation from a Principal/Immediate Supervisor, an Association Representative and a Classroom Teacher are preferred. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent. The Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates.

21.5.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the regular school year the Participating Teacher may petition the Panel for an assignment change. The Participating Teacher may be allowed only one change per year.

### 21.5.2.4 Term

A Consulting Teacher's first term will be three years. As long as the Consulting Teacher is a credentialed classroom teacher with substantial recent experience in the classroom, a Consulting Teacher may be appointed to additional one to three year terms.

### 21.5.2.5 Return After Complete Term

At the completion of one or more three year terms, the District will attempt to return the teacher to a position in the District similar to the one the Consulting Teacher held before assuming the Consulting Teacher position.

#### 21.5.2.6 Return After One Year

If the Consulting Teacher returns to a regular teaching assignment after serving as a Consulting Teacher for only one year, the District will return the Consulting Teacher to the same assignment at the same school site as the Consulting Teacher held before assuming the Consulting Teacher position. If the number of teaching positions at the specific grade at the same school site has decreased, however, the District shall have no obligation to return the Consulting Teacher to the same assignment at the same school site. Until an assignment at the same grade level becomes available, the District shall return the Consulting Teacher to an assignment at the same school site. The returning Consulting Teacher may request a transfer to another school site, and the District shall treat the transfer request as a priority transfer.

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

- 21.5.3.1 Providing consultative assistance to improve in the specific areas targeted by the Evaluator or the District Teaching Standards;
- 21.5.3.2 Meeting and consulting with the Evaluator or designee regarding the nature of the assistance being provided;
- 21.5.3.3 Observations of the Participating Teacher during periods of classroom instruction;
- 21.5.3.4 Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- 21.5.3.5 Attending specific training in specified teaching techniques or in designated subject matter;
- 21.5.3.6 Demonstrating good practices to the Participating Teacher;
- 21.5.3.7 Maintaining appropriate records of each Participating Teacher's activities and progress.

#### 21.6 Other Provisions

- 21.6.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- 21.6.2 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant

to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

21.6.3 Records

21.6.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

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

## **ARTICLE 22: MISCELLANEOUS PROVISIONS**

### 22.1 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

### 22.2 Support Of Agreement

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

### 22.3 Term Of Agreement

This Agreement shall take effect on the date approved by the Governing Board except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, 2010, and shall continue in effect after June 30, 2010, year to year unless one of the parties notifies the other in writing no later than April 15, 2010, of its request to modify, amend, or terminate this Agreement.

#### 22.3.1 Designated Reopeners - Second Year (2008-2009)

For the second year of this Agreement the parties agree to reopen this Agreement to the extent permitted by Section 12.9.3 and 13.4. Both parties also have the option to reopen any one (1) additional article of each parties' choosing. The parties may mutually agree to reopen any section or article at any time.

#### 22.3.2 Designated Reopeners - Third Year (2009-2010)

For the third year of this Agreement the parties agree to reopen this Agreement to the extent permitted by Sections 6.13, 12.9.4, and 13.4. Both parties also have the option to reopen any one (1) additional article of each parties' choosing. The parties may mutually agree to reopen any section or article at anytime.

OAK GROVE SCHOOL DISTRICT

OAK GROVE EDUCATORS  
ASSOCIATION

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Spokesperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Team Member

Date: \_\_\_\_\_

**APPENDIX A-1:  
2007-2008 SALARY SCHEDULE**

**OAK GROVE SCHOOL DISTRICT  
OGEA Salary Schedule  
ANNUAL SALARY  
July 1, 2007 - June 30, 2008**

	<b>CLASS I AB 1</b>	<b>CLASS II AB + 15 2</b>	<b>CLASS III * AB + 30 3</b>	<b>CLASS IV AB + 45 4</b>	<b>CLASS V AB + 60 5</b>
<b>1</b>	44,566	44,566	46,144		
<b>2</b>	44,566	44,566	46,144	46,144	46,144
<b>3</b>	44,566	44,566	47,069	51,085	51,085
<b>4</b>	44,566	45,165	49,169	53,179	57,196
<b>5</b>	44,566	47,247	51,260	55,268	59,282
<b>6</b>	45,339	49,345	53,357	57,365	61,380
<b>7</b>	47,423	51,433	55,439	59,459	63,466
<b>8</b>	47,423	53,533	57,539	61,556	65,562
<b>9</b>	47,423	53,533	59,628	63,637	67,651
<b>10</b>	47,423	53,533	59,628	65,736	69,752
<b>11</b>	47,423	53,533	59,628	65,736	71,830
<b>12</b>	47,423	53,533	59,628	65,736	73,925
<b>13</b>	47,423	53,533	59,628	65,736	73,925
<b>14</b>	47,423	53,533	59,628	65,736	73,925
<b>15</b>	47,423	53,533	59,628	65,736	73,925
<b>16</b>	47,423	53,533	59,628	65,736	73,925
<b>17</b>	47,423	53,533	59,628	65,736	77,622
<b>18</b>	47,423	53,533	59,628	65,736	77,622
<b>19</b>	47,423	53,533	59,628	65,736	77,622
<b>20</b>	47,423	53,533	59,628	65,736	77,622
<b>21</b>	47,423	53,533	59,628	65,736	81,502
<b>22</b>	47,423	53,533	59,628	65,736	81,502
<b>23</b>	47,423	53,533	59,628	65,736	81,502
<b>24</b>	47,423	53,533	59,628	65,736	81,502
<b>25</b>	47,423	53,533	59,628	65,736	85,575

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

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

**\$2,518**

The annual stipend for National Board Certification is...

**\$2,000**

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

**\$46,144**

**APPENDIX A-2:**  
**2007-2008 SALARY SCHEDULE (PSYCHOLOGISTS)**

**OAK GROVE SCHOOL DISTRICT**  
**OGEA Salary Schedule - Psychologists**  
**ANNUAL SALARY**  
**July 1, 2007 - June 30, 2008**

<b>Experience (AB60, steps 4-12)</b>	<b>Ratio to Teachers' Salary Schedule</b>	<b>Salary</b>
1	1.084	62,000
2	1.098	65,092
3	1.114	68,377
4	1.131	71,780
5	1.150	75,396
6	1.170	79,152
7	1.191	83,075
8	1.215	87,273
9	1.239	91,593
10		91,593
11		91,593
12		91,593
13		91,593
First Longevity, Year 14	+5% of Step 16, Teachers' Salary Schedule	95,289
15		95,289
16		95,289
17		95,289
Second Longevity, Year 18	+5% of Step 20, Teachers' Salary Schedule	99,170
19		99,170
20		99,170
21		99,170
Third Longevity, Year 22	+5% of Step 24, Teachers' Salary Schedule	103,246

The annual stipend for a Masters or Doctorate Degree is calculated as follows:  
 5.65% X Salary at Step 1, Column 1 of Teachers' Salary Schedule... **\$2,518**

The annual stipend for National Board Certification is... **\$2,000**

## APPENDIX B: FIST TO FIVE

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



### **FIST**

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



### **ONE**

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



### **TWO**

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



### **THREE**

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



### **FOUR**

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



### **FIVE**

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

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

Informal Conference held on \_\_\_\_\_

TO: \_\_\_\_\_  
Supervisor's Name                      Title                      Work Location

FROM: \_\_\_\_\_  
Grievant                      Title                      Work Location

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III.    Remedy sought:

\_\_\_\_\_  
\_\_\_\_\_

IV.    Conference requested:    Yes                          No   

\_\_\_\_\_  
Representative's Name                      Title                      Location

\_\_\_\_\_  
Grievant's Signature                      Date

cc: \_\_\_\_\_  
Representative                      Location

\_\_\_\_\_  
Organization President

\_\_\_\_\_  
Organization Representative

cc:    Grievance File

Grievance # \_\_\_\_\_

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

Conference held: Yes  No

TO: \_\_\_\_\_  
                    Grievant's Name                      Title                      Work Location

FROM: \_\_\_\_\_  
                    Supervisor's Name                      Title                      Work Location

I. Response to original statement of grievance dated: \_\_\_\_\_

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

III. Resolution/remedy suggested, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Attachment:            Grievant's Statement of Problem

cc: \_\_\_\_\_  
          Representative                      Location

\_\_\_\_\_  
Organization President

\_\_\_\_\_  
Organization Representative

Grievance # \_\_\_\_\_

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

\_\_\_\_\_  
Date

TO: \_\_\_\_\_ Superintendent \_\_\_\_\_ District Office \_\_\_\_\_

FROM: \_\_\_\_\_  
Grievant's Last Name, First \_\_\_\_\_ Work Location \_\_\_\_\_

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

\_\_\_\_\_  
Representative's Name                      Grievant's Signature

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

cc: \_\_\_\_\_  
Grievant    Location

\_\_\_\_\_  
Representative                                      Location

\_\_\_\_\_  
Organization President                              Location

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Organization Representative

cc:    Grievance File

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

Conference held: Yes  No

TO: \_\_\_\_\_  
Grievant's Name Title Work Location

FROM: \_\_\_\_\_ or \_\_\_\_\_  
Superintendent Designee

I. Response to original statement of grievance dated: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

III. Resolution/remedy suggested, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent's or Designee's Signature

\_\_\_\_\_  
Date

Attachment: Statement of Grievant's  
appeal to the Superintendent

cc: \_\_\_\_\_  
Representative Location

\_\_\_\_\_  
Organization President

\_\_\_\_\_  
Organization Representative

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Superintendent's Office

Grievance # \_\_\_\_\_

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

TO: Assistant Superintendent, Human Resources

FROM: \_\_\_\_\_  
Grievant's Name Title Work Location

The \_\_\_\_\_ will request arbitration of  
(Organization)

Grievance # \_\_\_\_\_ on behalf of this grievant.

\_\_\_\_\_  
Organization Official

\_\_\_\_\_  
Date

## APPENDIX D-1: OBSERVATION FORM

Unit Member's Name: \_\_\_\_\_

Status:  Temporary  Probationary

School/Assignment: \_\_\_\_\_

Permanent

Date of Pre-Observation Conference: \_\_\_\_\_

Date of Post-Observation Conference: \_\_\_\_\_

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standards	Progress Not Evident	Not Meeting Standards	<b>COMMENTS/EVIDENCE</b> Please comment if the standard could not be observed during the session.
<b>1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>					
1.1 Connecting students prior knowledge, life and interest with learning goals.					
1.2 Using a variety of instructional strategies and resources to respond to student's diverse needs					
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice					
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful					
1.5 Promoting self-directed, reflective learning for all students					
<b>2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>					
2.1 Creating a physical environment that engages all students					
2.2 Establishing a climate that promotes fairness and respect					
2.3 Promoting social development and group responsibility					

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standards	Progress Not Evident	Not Meeting Standards	<p style="text-align: center;"><b>COMMENTS/EVIDENCE</b></p> <p style="text-align: center;">Please comment if the standard could not be observed during the session.</p>
2.4 Establishing and maintaining standards for student behavior					
2.5 Planning and implementing classroom procedures and routines that support student learning.					
2.6 Using instructional time effectively					
<b>3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>					
3.1 Demonstrating knowledge of subject matter content and student development					
3.2 Organizing curriculum to support student understanding of subject matter					
3.3 Interrelating ideas and information within and across subject matter areas					
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter					
3.5 Using materials, resources, and technologies to make subject matter accessible to students					
<b>4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>					
4.1 Drawing on and valuing students' backgrounds interests, and developmental learning needs					
4.2 Establishing and articulating goals for student learning					
4.3 Developing and sequencing instructional activities and materials for student learning					
4.4 Designing short-term and long-term plans to foster student learning					
4.5 Modifying instructional plans to adjust for student needs					

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standards	Progress Not Evident	Not Meeting Standards	<p style="text-align: center;"><b>COMMENTS/EVIDENCE</b> Please comment if the standard could not be observed during the session.</p>
<b>5. ASSESSING STUDENT LEARNING</b>					
5.1 Establishing and communicating learning goals for all students					
5.2 Collecting and using multiple sources of information to assess student learning					
5.3 Involving and guiding all students in assessing their own learning					
5.4 Using the results of assessments to guide instruction					
5.5 Communicating with students, families, and other audiences about student progress					
<b>6. DEVELOPING AS A PROFESSIONAL EDUCATOR</b>					
6.1 Reflecting on teaching practice and planning professional development					
6.2 Establishing professional goals and pursuing opportunities to grow professionally					
6.3 Working with communities to improve professional practice					
6.4 Working with families to improve professional practice					
6.5 Working with colleagues to improve professional practice					

\_\_\_\_\_  
Evaluators's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature\*

\_\_\_\_\_  
Date

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

**APPENDIX D-2: FORMAL EVALUATION SUMMARY**

(No Later Than May 10)

Unit Member's Name: \_\_\_\_\_

Status:  Temporary  Probationary

School-Assignment: \_\_\_\_\_

Permanent

EVALUATION STANDARDS	Exceeds Standards	Satisfactory/Meets Standards	Progress Not Evident	Not Meeting Standards	COMMENTS/EVIDENCE
					Please comment if the standard could not be observed during the session.
<b>1. PROGRESS OF STUDENTS TOWARD ESTABLISHED ACADEMIC STANDARDS</b>					Education Code 44662 and Section 10.3.2, etc.
1.1 Evidence demonstrates adequate annual progress of students based on state criteria referenced test, where applicable, and other assessment tools					
<b>2. OTHER</b>					Education Code 44662 and Section 10.3.2, etc.
2.1 Maintains a professional record of punctuality and attendance					
2.2 Adheres to school site policies and directives					
2.3 Abides by adopted Governing Board policies and procedures					
2.4 Assumes and completes school-related assignments (e.g. yard supervision)					
2.5 Provides necessary plans and materials for a substitute					

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms shall be placed in the unit member's personnel file. As described in Section 10.8.4, the unit member shall have the right to attach comments to the Evaluation Packet.



**APPENDIX D-3: CERTIFICATED PERFORMANCE IMPROVEMENT PLAN**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ School: \_\_\_\_\_ Target Date For Completion: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_ Date Of Initiation: \_\_\_\_\_

Post Observation Rating (10.8)  Unsatisfactory/Not Meeting Standards in at least one category

Formal Evaluation Rating (10.9)  Unsatisfactory/Not Meeting Standards

Alternative Evaluation Program<sup>1</sup> (10.13)  Unsatisfactory/Not Meeting Standards

**Specific Areas Needing Improvement, Including Criteria From Section 10.5:** \_\_\_\_\_

Improvement Required	Assistance Provided By Site Administrators	Progress Report Or Feedback Dates	Indicator(s) Of Accomplishments	Completion Confirmed By Evaluator

The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target performance.

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_ Unit Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

If additional pages

Within ten (10) working days the Evaluatee has the right to initiate a written response to the Improvement Plan and to have the response become a permanent attachment to the evaluation.

<sup>1</sup> For permanent unit members on an Alternative Evaluation Plan, the primary evaluator shall provide at least one conference to provide feedback or a progress report.

Attach to this FORMAL EVALUATION FORM, each completed Observation Form. The complete Evaluation Packet of forms shall be placed in the unit member's personnel file. As described in Section 10.8.4, the unit member shall have the right to attach comments to the Evaluation Packet.

**APPENDIX D-4: ELIGIBILITY FOR FIVE YEAR EVALUATION CYCLE**

(Complete by September 15)

Unit Member's Name: \_\_\_\_\_

School: \_\_\_\_\_

First Paid Date Of  
Service With District \_\_\_\_\_

\_\_\_\_\_ (unit member's name) is eligible for the  
Five Year Evaluation Cycle and meets the following criteria:

- is a permanent unit member;
- has been employed at least 10 consecutive years with the District;
- is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- has earned a "*Satisfactory / Meeting Standards*" or "*Exceeds Standards*" rating on the unit member's most recent evaluation.

Signed: \_\_\_\_\_  
(Unit Member)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Site Administrator/Evaluator)

Date: \_\_\_\_\_

Note: At any time, either the unit member or the evaluator may determine that the unit member will return to the Two Year Evaluation Cycle described in Section 10.2.3.3.

The completed, signed form must be placed in the unit member's personnel file.



**APPENDIX E:**  
**TEACHER EMERGENCY INFORMATION**

**OAK GROVE SCHOOL DISTRICT**  
**TEACHER EMERGENCY INFORMATION**

*EMERGENCY INFORMATION:*

Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
                  (Last)                   (First)

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

*DOCTOR TO BE NOTIFIED IN CASE OF EMERGENCY:*

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Please indicate any illness we should be cognizant of on the reverse side.

*PERSONS TO BE NOTIFIED IN CASE OF EMERGENCY (You may list up to 4 people. Additional space is provided on the back of this form.)*

Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
                  (Last)                   (First)

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
                  (Last)                   (First)

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
                  (Last)                   (First)

Address \_\_\_\_\_ Phone \_\_\_\_\_

City\_\_\_\_\_

Zip Code\_\_\_\_\_

Name\_\_\_\_\_

(Last)

(First)

Birth Date\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

City\_\_\_\_\_

Zip Code\_\_\_\_\_

*ILLNESSES WE SHOULD BE AWARE OF:*

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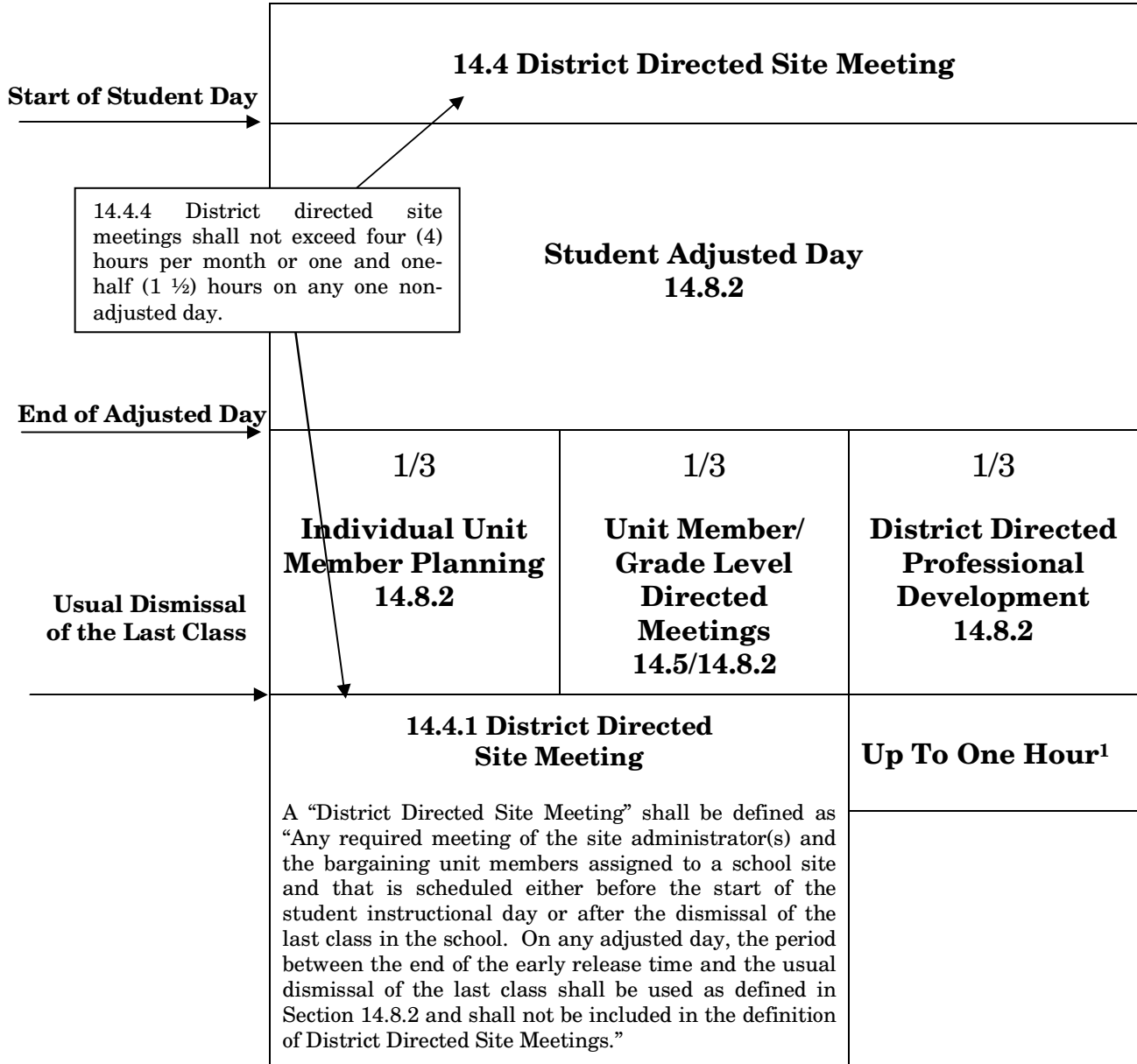
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**APPENDIX F:**  
**USE OF ADJUSTED DAYS AND MAXIMUM HOURS FOR DISTRICT**  
**DIRECTED SITE MEETINGS**

(Sections 14.4, 14.5, and 14.8.2)



<sup>1</sup> See Section 14.4.4: On the 1/3 of the adjusted days scheduled for District Directed Professional Development (see Section 14.8.2), the site administrator may extend the staff development **up to one (1) hour** after the usual dismissal of the last class. The number of minutes the Professional Development extends after the usual dismissal of the last class shall be included in the Section 14.4.2 four (4) maximum.