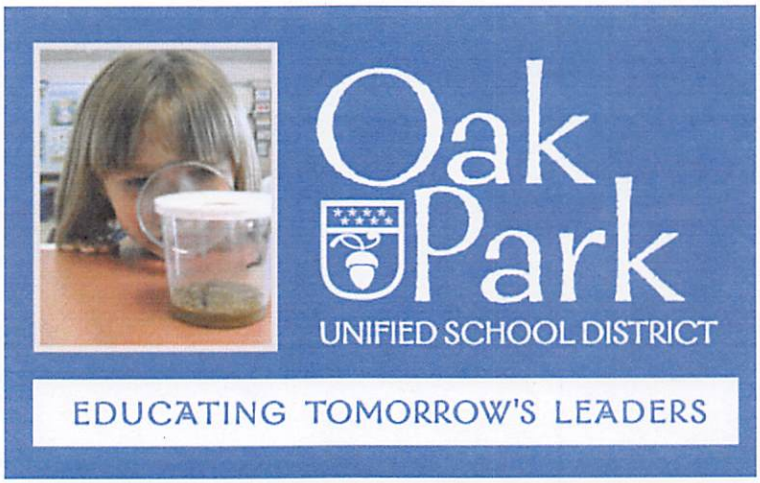
AGREEMENT

BETWEEN

OAK PARK UNIFIED SCHOOL DISTRICT

AND

OAK PARK TEACHERS ASSOCIATION



Educating Tomorrow's Leaders

July 1, 2019 through June 30, 2022

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	COMPLETE UNDERSTANDING	1
ARTICLE 3	SAVINGS AND SEPARABILITY	2
ARTICLE 4	NON-DISCRIMINATION	2
ARTICLE 5	ORGANIZATIONAL SECURITY	3
ARTICLE 6	DISTRICT RIGHTS	5
ARTICLE 7	ASSOCIATION RIGHTS	6
ARTICLE 8	NO STRIKE/NO LOCKOUT	7
ARTICLE 9	SALARIES AND COMPENSATION REGULATIONS	8
ARTICLE 10	HEALTH AND WELFARE BENEFITS	13
ARTICLE 11	WORK YEAR AND WORKING HOURS	17
ARTICLE 12	CLASS SIZE	20
ARTICLE 13	SAFETY CONDITIONS OF EMPLOYMENT	21
ARTICLE 14	LEAVES OF ABSENCE	22
ARTICLE 15	JOB SHARING	30
ARTICLE 16	GRIEVANCE PROCEDURE	31
ARTICLE 17	COMPLAINTS AGAINST UNIT MEMBERS	34
ARTICLE 18	PERSONNEL FILES	36
ARTICLE 19	TRANSFERS AND REASSIGNMENTS	38
ARTICLE 20	DISCIPLINE	41
ARTICLE 21	EVALUATIONS	43
ARTICLE 22	CONTRACT VARIANCE	48
ARTICLE 23	TEACHING CONDITIONS	49
ARTICLE 24	SPECIAL EDUCATION	49
ARTICLE 25	COUNSELORS AND PSYCHOLOGISTS	51
ARTICLE 26	RETIREMENT	51
ARTICLE 27	CURRICULUM COUNCIL	52
ARTICLE 28	PEER ASSISTANCE AND REVIEW	53
ARTICLE 29	SPECIALIZED HEALTH CARE PROCEDURES	54
ARTICLE 30	SUMMER SCHOOL	54
ARTICLE 31	TERM OF AGREEMENT AND NEGOTIATION PROCEDURES	55
Appendix A	2018-2019 SALARY SCHEDULE	56
Appendix B	PERSONAL NECESSITY REQUEST	57

Appendix C1 GOAL SETTING FORM 58
Appendix C2 FORMAL OBSERVATION FORM 59
Appendix C3 MID-TERM EVALUATION FORM 60
Appendix C4 FINAL EVALUATION – TEMPORARY AND PROBATIONARY 63
Appendix C5 FINAL EVALUATION – PERMANENT TEACHER 66
MEMORANDA OF UNDERSTANDING
Variance – Brookside Elementary School Banking Time 83
Variance – Oak Hills Elementary School Banking Time 86
Variance – Red Oak Elementary School Banking Time 89
Variance – Medea Creek Middle School Banking Time 91
MOU – Kindergarten Extended Day 92
MOU – Retirement Incentive for 2019-20 School Year Under Article 26 94

ARTICLE 1 - RECOGNITION

The Oak Park Unified School District (District) has voluntarily recognized the Oak Park Teachers Association, CTA/NEA (OPTA) as the exclusive representative for an appropriate unit of employees described below for purposes of meeting and negotiating with the District.

The appropriate unit

Includes: Certificated employees including Classroom Teachers, Special Education Teachers, School Nurse, Counselors, Psychologists, Speech Therapists, Migrant Teachers, Resource Teachers, District certificated employees assigned or accepted to teach summer school; and

Excludes: All other positions not specifically enumerated above, including but not limited to, all employees designated as management, supervisory and/or confidential employees, classified employees, daily and long term substitute employees, part-time employees serving one-fourth or less of a full-time unit position.

ARTICLE 2 - COMPLETE UNDERSTANDING

Except as specifically provided herein, all conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void.

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matter covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.

Except as specifically provided herein, or by mutual agreement, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated, ratified and/or signed this Agreement. This constitutes a knowing and specific waiver of rights in connection with each and every subject matter specifically, expressly or implicitly classified as a matter within the scope of representation as defined by the Educational Employment Relations Act and/or any precedential decision of the Public Employment Relations Board.

ARTICLE 3 - SAVINGS AND SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, inclusive of appeals, if any, said article, section or clause as the case may be shall be automatically deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Upon the request of either party, the parties shall meet not later than ten (10) days after such request to negotiate in connection with the provision or provisions affected.

ARTICLE 4 - NON-DISCRIMINATION

Neither the District nor the Association shall discriminate against any employee on the basis of race, color, handicap, religion, sex, national origin, age (as provided by State and Federal law), marital status, nor on the basis of membership or lack of membership in an employee organization, nor participation in lawful employee activities, or refraining from participation in employee organization activities.

ARTICLE 5 - ORGANIZATIONAL SECURITY
Intent: It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in SB 1960 and Education Code 45601 for enforcing this Article.

1. General Provision: The Association by letter dated June 29, 2001, has requested that the District initiate Agency Shop pursuant to SB 1960 effective August 27, 2001. Accordingly, in the event SB 1960 is repealed by the legislature or found to be illegal or unconstitutional by a court of competent jurisdiction, including appeals, if any, this clause shall be of no further force or effect and the District, upon request, shall meet and negotiate with the Association over a new Article 5.

2. Membership: Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues. Such authorization for payroll deductions for payment of dues shall continue in effect until revoked in writing by the employee. Deductions shall be made in accordance with the District's procedures.

3. Notice of Amounts: The Association shall annually (by August 1) notify District fiscal services of the scheduled amount of that year's dues and service fees for purposes of payroll deductions. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing at least fifteen (15) workdays after such submission. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. Such remissions to the Association will also note any personnel deletions or additions.

4. Agency Fee: Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days following the effective date of this Article or, for those hired after the effective date of this Article, within thirty (30) days from the date of commencing duties, shall pay to the Association a service fee in an amount not to exceed the dues uniformly required of members; provided, however, that unit members may authorize payroll deduction for such fees in the same manner as provided under paragraph three (3).

5. Direct Payments: Any unit member who does not utilize the provisions of paragraph three (3) may arrange to pay service fees directly to the Association in a lump sum in lieu of having such fees deducted from his/her salary warrant.

6. Involuntary Deductions: In the event a unit member is delinquent in making direct payments, the Association shall so notify the employee by certified mail and the District in writing and request that the District initiate involuntary deductions. For unit members who have not executed voluntary written authorizations and are delinquent in paying service fees the District shall deduct from the salary warrant the amount of the service fees to be paid to the Association.

7. Prorating deductions: Deductions for bargaining unit employees who commence duties after the beginning of the school year and therefore are not subject to deductions until after the beginning of the school year, shall be prorated to the number of school months during the school year in which he/she is a member of the Association or otherwise subject to the terms

of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.

8. Religious Exemption: No unit member shall be required to join the Association or to make an Agency Fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining and/or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code, chosen from the following list:

   a. United Way of America
   b. F.A.C.T. (Foundation to Assist California Teachers)
   c. American Cancer Society

   The Association shall have the right to request the employee to provide reasonable verification of such payments in the form of either canceled checks and/or receipts.

9. Defense and Indemnification: The Association agrees to indemnify and hold harmless from liability and to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action including before the Public Employment Relations Board, which action challenges the legality or constitutionality of this Article or its implementation; and the Association shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to herein shall or shall not be compromised, resisted, tried, or appealed.

ARTICLE 6 - DISTRICT RIGHTS

In order to insure that the District is able flexibly and efficiently to carry out its functions and responsibilities as imposed by law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control the performance of District services and the work force performing such services. The District retains therefore, the exclusive rights, duties and powers which include, but are not limited to, the following: determine its organization, direct the work of its employees, determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing numbers and patterns; determine the number and kinds of personnel required, determine the standards and procedures for selecting employees, lawfully to contract out work, maintain the efficiency and flexibility of District operations, relieve its employees from duties because of lack of work, lack of funds or other lawful reasons; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the content of job classifications, determine the methods of raising revenue; to assign work to employees in accordance with requirements as determined by the District, to establish and change work schedules, hours and assignments, and establish the days and hours when employees shall work; to establish employee performance standards, including, but not limited to, quality and quantity standards; to establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services; take any action in the event of an emergency including, but not limited to, suspending any and all provisions of this agreement for the duration of the emergency; (for purposes of this clause an emergency is defined as an act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure or energy crisis) to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms and provisions of this agreement and then only to the extent such specific and express terms and conditions comply with applicable law. The discretion to apply the above rights and determination of whether or not an emergency exists are solely within the judgment and discretion of the Governing Board and/or its designee. The District's exercise of rights under this article is specifically excluded from the operation of the contractual grievance procedure and the District is absolutely privileged to refuse to process any grievance, which alleges a violation of this District's rights article.

ARTICLE 7 - ASSOCIATION RIGHTS

Subject to reasonable rules and regulations, OPTA shall have the right to use school buildings and facilities for OPTA activities only outside established work time, except:

1. When an authorized OPTA representative secures advance permission from the Superintendent or his/her designee for use of school facilities within established work time;
2. When OPTA activities do not interfere with the school, the program or duties of unit members;
3. When OPTA activities do not interfere with the rights of employees to refrain from listening to or speaking with OPTA representatives.

OPTA shall have the right to post notices with an appropriate OPTA identification, regarding activities and matters of concern on designated bulletin boards, at least one (1) of which shall be provided at each school building in areas frequented by unit members. OPTA may use the District employee mailboxes for communications to unit members. Copies of all OPTA material posted or distributed shall be mailed to the Superintendent at the time the information is posted and/or distributed.

Authorized representatives of OPTA shall be permitted to transact official OPTA business on school property only when it does not interfere with the school program or duties of unit members. Authorized Association representatives may use the district e-mail for Association business.

OPTA agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by activities. OPTA will not post or distribute information which it knows to be, or has reason to believe, is false. Such postings shall be subject to immediate removal by the District.

On Friday of the week preceding a regularly scheduled Board meeting the District will provide the chapter president with a copy of the public agenda and non-confidential back-up materials attached thereto.

For provisions pertaining to Association Leave, please see Article 14.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

In consideration of the promises, obligations and benefits conferred by this agreement on the Association, its members, agents, employees and other unit members, it is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or other interference with the operations of the District by the Association, its officers, agents, employees or members during the term of this Agreement including any agreed upon extension thereof. Nor will the Association comply with the request of other labor organizations to engage in any such activity during the term of this Agreement or any agreed upon extension thereof.

The purpose of this clause is to provide for peaceful, harmonious and uninterrupted services regardless of whether or not disputes arise under this Agreement, outside the scope of this Agreement or in connection with contractual reopeners, if any. The mutual commitments of this clause apply to any and all such disputes.

The Association recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood and agreed that in the event the Association, its officers, agents, employees and/or members violate this article the Governing Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.

During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

ARTICLE 9 - SALARIES AND COMPENSATION REGULATIONS

1. 2004-2005 Salaries: Effective July 1, 2004, the Certificated Salary Schedule (Appendix A) shall be increased by one- and one-half percent (1.5%) for Class X, Class A, Class B, Class C, Class D Years of Service 1-13, Class F, and Class G.

   Effective January 1, 2005, the 2004-2005 Certificated Salary Schedule (Appendix A) Class D shall be compacted to delete Years of Service Steps 34, 38, and 42. Class D Years of Service steps 14, 18, 22, 26 and 30 will be increased to the following: Class D, Step 14 will be $68,886.39, Step 18 will be $70,745.04, Step 22 will be $72,557.52, Step 26 will be $74,375.17, and Step 30 will be $76,205.64.

   2005-06 Salaries: Effective July 1, 2005, the Certificated Salary Schedule shall be increased by three percent (3%).

   2006-07 Salaries: Effective July 1, 2006, the Certificated Salary Schedule shall be increased by six and one-quarter percent (6.25%).

   2007-08 Salaries: Effective July 1, 2007, the Certificated Salary Schedule (Appendix A) shall be increased by three and one-quarter percent (3.25%).

   2010-11 Salaries: Effective July 1, 2010, the current Certificated Salary Schedule will remain the same.

   2011-12 Salaries: Effective July 1, 2011, the current Certificated Salary Schedule will remain the same.

   2012-13 Salaries: Effective July 1, 2012, the current Certificated Salary Schedule will remain the same.

   2013-14 Salaries: Effective July 1, 2013, the Certificated Salary Schedule (Appendix A) shall be increased by three percent (3%).

   2014-15 Salaries: Effective July 1, 2014, the Certificated Salary Schedule (Appendix A) shall be increased by five percent (5%).

   2015-16 Salaries: Effective July 1, 2015, the Certificated Salary Schedule (Appendix A) shall be increased by six percent (6%).

   2016-17 Salaries: Effective July 1, 2016, the Certificated Salary Schedule (Appendix A) shall be increased by two and one-half percent (2.5%).

   2017-18 Salaries: Effective July 1, 2017, the current Certificated Salary Schedule will remain the same.

   2018-19 Salaries: Effective July 1, 2018, the Certificated Salary Schedule shall be increased by three percent (3%).

   2019-20 Salaries: Effective July 1, 2019, the current Certificated Salary Schedule will remain the same.

   2020-2021 Salaries: Effective July 1, 2020, the current Certificated Salary Schedule shall be increased by one percent (1%).

a. ***COLA*** is herein defined as and limited to the State-enacted, implemented and funded cost of living percentage adjustment to the Oak Park Unified School District's Base Revenue Limit as defined, calculated and funded under Education Code section 42238.1, or its successor, if any. The following funds are specifically excluded from such formula: Non-general fund monies, reimbursements (mandated costs, etc.,) categorical funds, lottery, tax receipts, Urban Impact Aid, special purpose monies (e.g., drivers' education, transportation, special education, Class Size Reduction monies earmarked for personnel and/or facilities), summer school, desegregation funds, equalization aid and other monies not attributable to the state COLA formula. Subject to receipt, if deficit reduction monies are allotted to increase the Base Revenue Limit on an ongoing basis, then, in that event, such monies will also be included in the above definition of COLA.

2. Longevity: Unit Members in Class C and Class D shall be granted a longevity increase for specified years of service.

   Class C: After receiving the salary step advancement for Year 12, Unit Members in Class C shall earn a longevity increase for each additional four (4)-year period of service up to Year 24. The amount of the longevity increases shall be as specified in the Certificated Salary Schedule (Appendix A).

   Class D: After receiving the salary step advancement for Year 14, Unit Members in Class D shall earn a longevity increase for each additional four (4)-year period of service up to Year 30. The amount of longevity increases shall be as specified in the Certificated Salary Schedule (Appendix A). Longevity increases shall continue to be granted for Unit Members in Class D beyond Step 30. Such longevity increments will be earned for each additional four (4)-year period of service. The amount of each increment earned shall be equal to the longevity increase from Step 26 to Step 30 of the Certificated Salary Schedule (Appendix A).

3. Summer School: The hourly rate for summer school will be determined by:

   a. Dividing the daily rate at A3 on the current year's salary schedule divided by six (6) for teachers who are temporary, probationary or have not yet completed one (1) year as a permanent teacher with the District. This rate shall also apply to teachers who are not regularly employed by the Oak Park Unified School District during the school year; and
   b. Dividing the daily rate at D4 on the salary schedule by six (6) for all teachers who have completed at least one (1) year as a permanent teacher with the District.
   c. The salary schedule that will be used for summer school rates will be the one that is in place at the time that summer school begins.
   d. As part of the summer school contract, summer school teachers will attend no more than two (2) summer school staff meetings. One may be held prior to the beginning of summer school and the second may be scheduled for no longer than 45 minutes during the first week of summer school. For any additional staff meetings extending beyond the contracted working day, summer school teachers will be compensated at their summer school hourly rate. Summer school working hours and contracted working days will be posted on the contract for summer school employees.

4. ***Emergency Class Coverage and Preparation Period Rates of Pay:*** When the site administrator determines that an emergency need for class coverage exists, the teacher who accepts the assignment will be paid as follows:
   a. Elementary Teachers will receive the daily or hourly (as applicable) substitute rate divided between the number of teachers covering the class.
   b. In the event a secondary teacher is requested by the administration to cover another teacher's class, for any reason, the covering teacher shall be paid at the hourly rate of $25.00 per hour, with a one hour minimum.
   c. Secondary teachers who voluntarily teach an additional class during their preparation period will receive one hundred twenty percent (120%) of their daily rate for the one hundred eighty (180) instructional days and the two (2) preparation days. When the assignment is for one (1) semester, teachers will receive one hundred twenty percent (120%) of their daily rate for the ninety (90) instructional days and one (1) preparation day.
   d. In the event of a seven (7) period day, the rate shall be one hundred twenty percent (120%).

5. ***Regulations:***
   a. Daily Rate: The daily rate is determined by dividing the annual salary by one hundred and eighty-five (185).
   b. Pay Rates: Certificated employees covered by this agreement shall be paid in accordance with the salary schedules contained in Appendix A subject to the provisions outlined herein.
   (1) Effective July 1,2017 a maximum of fifteen (15) years prior teaching experience while holding a California credential or a reciprocal out-of-state credential shall be allowed for salary schedule placement of newly-employed certificated personnel. New employees must have worked a minimum of seventy-five percent (75%) of a full-time contract to earn credit for a year of experience on the salary schedule. Partial years will be prorated and combined to complete full years if the partial year was worked for at least seventy-five (75%) of the school year.

   (2) Employees shall be placed on the salary schedule in the appropriate classification and step according to the following:

Classification X – Certificated employees who have a Bachelor's degree but less than thirty (30) or more semester units earned since receiving the Bachelor's degree shall be paid at a rate equal to one (1) annual increment less than Classification A, Step 1. Certificated employees who do not have a Bachelor's degree, but hold a California Designated Subjects teaching credential will also be paid at a rate equal to one (1) annual increment less than Classification A, Step 1.

Certificated employees who have earned a teaching credential that is imbedded in a Bachelor's degree will be evaluated individually to determine the number of semester units earned beyond that required for a Bachelor's degree without a credential at the university he/she graduated from to determine their placement on the salary schedule.

Classification A – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university and who have earned, since completing work for that degree, thirty (30) semester

units, fifteen (15) of which must be at the upper division or graduate level will be placed in Classification A.

Classification B – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for that degree, forty-five (45) semester units, thirty (30) of which must be at the upper division or graduate level. Classification B will also be the placement for employees who have met the qualifications for Classification A and have an earned Master's degree.

Classification C – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for the degree, sixty (60) semester units, thirty-five (35) of which must be upper division or graduate level. Classification C will also be the placement for employees who have met the qualifications for Classification B and have an earned Master's degree.

Classification D – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for the degree, seventy-five (75) semester units, forty-five (45) of which must be upper division or graduate level. Classification D will also be the placement for employees who have met the qualification for Classification C and have an earned Master's degree.

Upper division and/or graduate units shall be those credits so designated on the transcript by the college or university from which the credits are earned. Course work used for salary determination shall be work-related when applied to lower division units in Classification D.

The purpose of a salary advancement classification system is to provide incentive for teachers to improve and remain current in theory and methods. In order to receive credit toward higher salary schedule placement, the teacher shall have the principal's authorization for college units taken and the courses must be job-related or clearly related to an educational career pattern or goal. Such authorization may not be withheld arbitrarily. All courses taken are subject to District review and approval.

Attendance at educational conventions and participation at regional workshops may be considered as credit towards advancement on the salary schedule provided it is not on released time. Credit will not be given an employee for course work or workshops requested by a supervisor and taken during the employee's work time at District expense. Release time to attend approved professional organization conventions or conferences cannot be counted for Professional Growth increments, unless the course is preauthorized, requires additional work, and is paid for by the employee.

All employees who qualify for a higher salary class placement must submit a written request on a District-initiated survey for the classification change with evidence of qualification to the Superintendent no later than March 15 of the school year preceding the anticipated change of classification. Employees may alter their request until May 1 of the same year. Sufficient units of college credit to support the requested classification change must be completed and transcripts received in the personnel office no later than October 15 of the new contract period.

c. Credit for Experience: Full-time and part-time teachers must be on paid status seventy-five percent (75%) of the days of his/her contract in order to have that year count as a year of experience for salary purposes. Teachers who move to a new column on the salary schedule will be placed according to their total years of service as granted by the District.
d. Doctorate Stipend: Unit members will be paid an annual stipend of one thousand dollars ($1,000) for a doctorate earned through an accredited university in the field of education or in a field directly related to the subject that the bargaining unit member is assigned to teach. The stipend will be added to the unit member's annual salary and disbursed over an eleven (11) or twelve (12)-month period of time.
e. Speech/Language Pathologist Stipend: Unit members with a current California speech therapy credential and working in a position requiring a speech therapy services credential, shall be paid an annual stipend of one thousand dollars ($1,000). The stipend will be added to the unit member's annual salary and disbursed over an eleven (11) or twelve (12)-month period of time.
f. Effective July 1, 2007, initial placement of a Speech/Language Pathologist with a California speech therapy credential will be step 6 at a minimum and step 13 at a maximum, depending upon total years of experience while holding a valid credential.
g. Unit members will be paid an annual stipend of one thousand dollars ($1,000) for earning National Board Certification. The stipend will be paid yearly for the length of the certification. The stipend will be added to the unit members' annual salary and dispersed over an eleven (11) or twelve (12) month period of time.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

1. The District and the Association share a common interest in providing HMO medical, dental and vision coverage for employees and their dependents with no payroll deduction incurred by the employee. The District and the Association will attempt to meet this interest in light of available District funding and educational programs.

2. Effective October 1, 2011, the District will add three (3) new medical plan options through California's Valued Trust (CVT). These new offerings will increase the plan offerings to six (6) PPO options and three (3) Kaiser options.

3. Effective October 1, 2008, the District will replace the current medical, dental and vision plans offered to eligible employees with plans administered through California's Valued Trust (CVT). The new medical, dental and vision plans will include four PPO options, two Kaiser options, a dental plan through Delta Dental and a vision plan through VSP. (See Memorandum of Understanding)

4. ***2020-2021: The current cap structure and existing cap amounts for the health benefits will remain the same.***

5. ***2019-2020: The current cap structure and existing cap amounts for the health benefits will remain the same.***

6. 2018-2019: The current cap structure and existing cap amounts for the health benefits will remain the same.

7. 2017-2018: For the 2017-2018 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

   a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to nine thousand one hundred twenty-seven dollars ($9,127) annually toward the payment of premiums for the District provided group medical, dental and vision insurance.

   b. Employee+1 Medical Coverage: For an eligible unit member who selects employee+1 (two [2] party) medical coverage, the District will contribute up to fifteen thousand twenty dollars ($15,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

   c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute up to nineteen thousand one hundred twenty-seven dollars ($19,127) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

   2016-2017: The current cap structure and existing cap amounts for the health benefits will remain the same.

2015-2016: For the 2015-2016 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to eight thousand one hundred twenty-seven dollars ($8,127) annually toward the payment of premiums for the District provided group medical, dental and vision insurance.

b. Employee+1 Medical Coverage: For an eligible unit member who selects employee+1 (two [2] party) medical coverage, the District will contribute up to fourteen thousand twenty dollars ($14,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute up to eighteen thousand one hundred twenty-seven dollars ($18,127) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

2014-15: The current cap structure and existing cap amounts for health benefits will remain the same.
2013-14: The current cap structure and existing cap amounts for health benefits will remain the same.
2012-13: The current cap structure and existing cap amounts for health benefits will remain the same.
2011-12: The current cap structure and existing cap amounts for health benefits will remain the same.
2010-11: The current cap structure and existing cap amounts for health benefits will remain the same.
2008-09: For the 2008-09 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to seven thousand three hundred seventy-one dollars ($7,371) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

b. Employee+1 Medical Coverage: For an eligible unit member who selects employee +1 (two [2] party) medical coverage, the District will contribute up to twelve thousand seven hundred twenty-four dollars ($12,724) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute sixteen thousand four hundred eighty-three dollars ($16,483) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

District payments of premiums will be made on a tenthly basis. Payroll deductions for employee insurance plans which exceed the District contribution will be made on a tenthly basis.

The additional funds expended by the District to implement the CVT program as described above will be acknowledged and credited toward the overall compensation package to be negotiated between the District and OPTA for 2011-2012 negotiations.

8. ***Enrollment Requirements:*** All full-time unit members shall be required to enroll in a District-provided health insurance, dental insurance and vision care plan. Part-time unit members working a minimum of fifty percent (50%) but less than one hundred percent (100%) of the school year, may participate in the District provided group medical, dental and vision insurance and shall receive a prorated share of the health and welfare premium contribution.

9. ***Health Insurance:*** Employees who are absent due to illness and who have exhausted their accumulated paid leaves shall continue to receive the full insurance benefit contribution to which they are entitled hereunder, for that period of illness not to exceed twelve (12) months following exhaustion of said leave, provided they remain employees of the District during that time.

10. ***Dental and Vision Care:*** The District shall provide dental insurance and vision care insurance through competitive carriers.

11. ***Insurance Committee***: The District will continue to convene on an annual basis the health insurance committee consisting of two (2) District representatives, two (2) representatives appointed by OPTA, and two (2) representatives appointed by OPCA. The committee shall review current and alternate plans, benefits, carriers and premiums and prepare advisory recommendations for review by the District and the Association. These recommendations are subject to negotiations before implementation. Members of the committee appointed by OPTA and the District shall have the authority to make recommendations which shall be given substantial weight by the Association and District Negotiating Teams. In the event that the negotiations process does not result in a timely decision regarding health benefits, the current year carrier and plan will continue with the understanding that this may require additional deductions from affected employees' salary to cover any increase in rates for the next school year.

12. ***Section 125 Plan:*** The District will maintain a Section 125 Plan permitting unit members to set aside a portion of their warrants for such items as medical care, medical premiums, childcare, etc.

13. ***Other Deductions:*** The District will make authorized payroll deductions for tax-sheltered annuities chosen by the unit member and for the Association Credit Union. The District and the Association shall be held harmless for any liability arising from carrier initiated cancellations or loss suffered by any employee taking part in any

annuity or salary protection program. The District shall make authorized deductions for Social Security for such designated monies, which are not subject to State Teachers' Retirement System.

14. ***Duration of Benefits:*** Should an employee's employment terminate during the school year, he or she shall be entitled to continued coverage under the health, dental, and vision care plans per the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Such employee shall reimburse the District for the continued coverage on a month-to-month basis for dental and vision premiums. Medical premiums are paid directly to the provider.

    Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continue paid coverage under the health, dental, and vision care plans through August 31 of the current year. Thereafter, such employee will be entitled to continue such coverage per the provisions of COBRA.

ARTICLE 11 - WORK YEAR AND WORKING HOURS

Work Year Defined

A full-time teacher's regularly scheduled work year will be one hundred and eighty-five (185) days, consisting of at least one hundred and eighty (180) instructional days, two (2) contract workdays (non-student) and three (3) buy-back days contingent upon the continuation of state funding for this program. The regularly scheduled work year for other eligible bargaining unit members also includes three (3) SB 1193 buy-back days.

The regularly scheduled work year for the school nurse will be one hundred and eighty-five (185) days, for the counselors one hundred and ninety-two (192) days, and for the school psychologists one hundred and ninety (190) days. The District reserves the right to assign up to ten (10) additional days to be paid at the affected employee's daily rate. Counselors and Psychologists shall be paid pursuant to Appendix "A" (Certificated Salary Schedule).

Working Hours Defined

All full-time teachers, and other bargaining unit members, as professionals, observe professional working hours. Teachers will be on site at least fifteen (15) minutes prior to the start of the student day and shall be available at those sites before and after school so as to provide reasonable time to meet with parents and to assist students.

Recess, nutrition and lunch supervision will not be required of K-12 certificated staff. However, in the event of an emergency, certificated staff may be assigned supervisory responsibilities on a short-term basis to ensure student safety. Administration shall replace supervisory duties with paraprofessionals or teachers on a stipend within two (2) weeks. If an emergency still exists, administration and association representatives shall meet to discuss other options. The District will make every effort to provide supervision at recess and lunch during inclement weather. However, if a situation arises where adequate supervision is not available, teachers may be assigned to supervise and will be paid the hourly rate of B-1 on the salary schedule.

All full-time K-8 teachers are required to attend open house, back-to-school night, parent conferences, one (1) monthly staff meeting, grade level meeting, subject/department meeting, and other functions agreed upon by the site faculty or consistent with current site practices. All teachers of 5th and 8th grade culminating students will be required to attend culmination ceremonies at their respective sites if held during the school work day.

Part time teachers shall be required to attend staff, department or grade level meetings that are consistent with the percentage of FTE that they are employed. Each teacher shall be responsible for obtaining all information disseminated at unattended meetings. Part time teachers will be required to attend Open House and Back to School Nights.

For grades K-5 there will be six (6) parent conference days in the fall to provide for conferencing with all students and four (4) parent conference days in the spring for those students who have been determined by the teacher to have a need for additional support. Parent conferences during the spring are optional for students who are meeting all grade level standards, but teachers will conference with any parent who requests a spring conference. Parent conference days are minimum days for grade K-5 as approved by the Governing Board of Education.

All high school teachers are required to attend parent conferences, back-to-school night, open house and graduation ceremonies, one (1) monthly staff meeting, grade level meeting, subject/department meeting and other functions agreed upon by the site faculty or consistent with current site practices.

At the principal's discretion, he or she may call additional grade level or subject/department meetings as are reasonable under the circumstances. Notice of the dates and time(s) for regularly scheduled staff, grade level, and department/subject level meetings will be posted at the beginning of each semester. Such meetings shall be held within an eight (8) hour (inclusive of at least a thirty (30) minute duty free lunch) on-site workday. Staff may vote to continue a meeting beyond the eight (8) hour period.

All full time middle and high school teachers will supervise six (6) hours per year of co-curricular assignments; one (1) approved club sponsorship satisfies the six (6) hour requirement. All part time teachers shall supervise hours based on their FTE. Non-voluntary supervision beyond the six (6) hour requirement will be compensated. Elementary teachers will not be required to serve on more than one stipend or non-stipend committee/assignment per year. All elementary stipend assignments are voluntary and teachers who accept these duties will not be required to serve on additional non-stipend committees/assignments. The stipend amounts will be determined by site administrators and teachers based on the district allocation of stipends to the school site. Voluntary supervision is not compensated. Leadership positions (e.g., School Leadership Team, Site Council, Department chairs, etc.) shall only be filled by permanent teachers.

Every attempt will be made to schedule IEPs during the instructional school day. Insofar as is legally permissible, regular classroom teachers who are required to attend IEPs, after the instructional school day, will be scheduled as near to the beginning of the IEP as possible and permitted to leave when their responsibility for the IEP has been discharged. (Subject to regulations by the U.S. Department of Education). When reasonably possible, site administrators shall schedule all IEPs to be held within an eight (8) hour school workday (inclusive of at least a thirty (30) minute duty free lunch).

As a general rule, teachers will return messages, including e-mails, from parents no later than forty-eight (48) hours after receipt, weekends and holidays excepted. Part-time teachers will return messages no later than forty-eight (48) hours upon returning to work. Part-time teachers will inform parents of their work schedule.

SB 1193 Buy Back Days Defined

In response to teacher input regarding the use of the Buy Back days, the Curriculum Council and Leadership Team will provide a plan to address staff development.

Staff will complete twenty-one (21) hours of professional development within the school year.

The District may provide professional opportunities during the summer and for several days before the opening of school. Two (2) Buy Back Days, where professional development opportunities will be offered, will be calendared during the school year. Specifically, approved conference or workshop attendance that is outside the workday could be used toward the twenty-one (21) hours. The District will also work to use some of our trained teachers as staff development presenters as part of this plan and pay stipends to them for this work.

Teachers will be a part of the professional development design process through Curriculum Council.

If a teacher misses any portion of these twenty-one (21) hours, their sick leave will be charged in one-half (1/2) day minimum increments. A half-day is equal to three point five (3.5) hours of participation. For example, if a teacher completes only thirteen (13) hours, he/she will be charged a half day against their sick leave. If a teacher completes only ten (10) hours, then he/she will be charged a full day of sick leave.

Teachers will be required to keep and maintain a log provided by the District that will be used to keep track of the twenty-one (21) hours.

Participation in District committees and in-services after the student day is voluntary; exception may be made for statutorily required in-services and professional development days for which a teacher is paid within the one hundred eighty-five (185) day contract.

Calendar Development Process

The district will continue its practice of annually convening a joint calendar committee to make recommendations to the Board of Education for adoption of the school district calendar for future years. The Association will appoint two (2) members of the committee to support the process of calendar recommendations.

ARTICLE 12 – CLASS SIZE

The target class size at grade levels K-3 and the Independent Study Program will be twenty-eight (28) students. The target class size at grade levels 4-5 will be thirty-two (32) students. The target class size in grades 6-8 shall be thirty-three (33) students with the stipulation that the total five (5) period teaching load may not exceed one hundred sixty (160) students. The target class size in grades 9-12 shall be thirty-five (35) students, with the stipulation that a five (5) period class load shall not exceed one hundred seventy (170) students. With each additional student beyond twenty-six (26) in grade levels K-3, beyond twenty-eight (28) students in the Independent Study Program, and beyond thirty-two (32) students in grade levels 4-5, $5 per day per student will be allocated to the classroom teacher in the form of a stipend. In the case of middle or high school classes the amount shall be $1 per student per class per day if the average exceeds thirty-two (32) at the middle school and thirty-four (34) at the high school as of the end of the second full week of school.

Physical education/athletics, performing arts and music classes are exceptions to the above stated target class sizes. The maximum class size for those classes will be determined after consultation with affected staff.

The following criteria shall be considered in determining class size:

1. The physical limitation of a room or building
2. Equipment/stations per student
3. The need to insure performance and complete evaluation of students in skill and/or job-training courses
4. Special academic needs, or potential discipline problems, and the maturity level of students
5. District finances
6. Available District facilities

Work experience and Special Education classes shall not exceed legal limitations.

Under no circumstances shall this clause be interpreted, applied or construed to require the District to acquire, lease, or build additional facilities (portable or permanent), or to employ additional personnel.

ARTICLE 13 – SAFETY CONDITIONS OF EMPLOYMENT

1. Bargaining unit members shall be informed of any student enrolled in their class pursuant to Educational Code section 49079 whenever that information is made available to the District.

2. Bargaining unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury, and provided further, that the unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.

   Bargaining unit members shall notify their principals immediately in all cases of an assault suffered by them in connection with their employment. The principal shall investigate the assault, obtain information from all sources and, upon request, accompany the unit member in court appearances arising out of the assault.

   Bargaining unit members who are assaulted may file a report or complaint with the local police department.

3. Any bargaining unit member who has been the victim of a physical attack or the threat of a physical attack which can be reasonably carried out shall, upon request, be relieved of all duty for the remainder of the day without loss of pay or leave time.

4. Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student.

5. Except in emergencies, necessary repairs, maintenance and cleaning of classrooms shall be made at a time that will not interfere with the instructional program.

6. Bargaining unit members shall notify their immediate supervisor concerning an unsafe condition directly affecting their health or safety. The immediate supervisor or designee shall investigate the reported unsafe condition and advise the unit member of any findings and possible corrective action.

7. To promote an orderly and positive working environment for students and bargaining unit members, site administrators shall inform bargaining unit members of the procedures outlined in Board Policy 1313 – Community Relations (Civility Policy). Copies of the policy shall be made available to bargaining unit members and community members in school offices and on school web sites.

ARTICLE 14 - LEAVES OF ABSENCE

Personal Illness and Injury Leave

The District personal illness and injury leave entitlement shall be twelve (12) days per year, with ten (10) of these days accruable from year to year. If the ten (10) accruable days are exhausted in a given year, the two (2) additional days can be used for personal illness, injury or necessity during that year. These two (2) days are non-accruable if not used. The full entitlement of twelve (12) days shall be available for use beginning on the bargaining unit member's second contract day providing he/she worked the first day of his/her contract. Bargaining unit members who resign or otherwise terminate their employment prior to completing a full school year shall receive the prorated number of ten (10) accruable days for that year. If a bargaining unit member has exhausted all ten (10) accruable personal illness and injury days, the two (2) additional days and has no accumulated sick days, the District will allow a bargaining unit member upon request, up to eight (8) additional sick or personal necessity days to be paid at the difference between their daily rate of pay and substitute pay. All conditions contained within the Personal Necessity/Exhausted Sick Leave/Bereavement Leave Request form shall remain in force. The personal necessity absences are to be approved in advance by the supervising administrator except in case of an emergency. If the absence is for a bargaining unit member's illness, the form must be submitted upon the bargaining unit member's return to work. Request for additional sick and personal necessity days at the differentiated pay rate shall not be denied arbitrarily or capriciously.

Bargaining unit members who use five (5) or fewer than five (5) days of personal illness leave or combination of personal illness leave and any other type of leave days (excluding Jury Duty Leave, Association Leave and Bereavement Leave) shall be reimbursed for the number of remaining personal illness days at the rate of one-half (1/2) of the rate of pay for a daily substitute for each remaining day. Bargaining unit members who use six (6) or more personal illness leave days or combination of personal illness leave and any other type of leave days (excluding Jury Duty Leave, Association Leave and Bereavement Leave) will not be reimbursed for those days. Payment for unused personal illness leave will be made at the end of the fiscal year.

The Board shall provide each bargaining unit member with a written statement of 1) his/her accumulated personal illness leave total and 2) his/her personal illness leave entitlement for the school year by October 1 of each year.

Bargaining unit members shall contact the District not less than ninety (90) minutes prior to the beginning of the school day on the first day of leave and shall notify the building principal at least thirty (30) minutes prior to the dismissal time of their last class of their intent to return the next day. Failure to so notify the building administrator may result in continuation of the substitute teacher's services and the charging of an additional day of personal illness leave against the bargaining unit member.

Extended Personal Illness Leave

Any teacher, after using his/her accumulated paid personal illness leave and who is still unable to work due to illness or injury, shall be entitled to extend personal illness leave, subject to verification every three (3) weeks from a health practitioner licensed by the state. Extended personal illness leave shall begin after all accumulated paid personal illness leave has been used

and shall extend no more than five (5) calendar months (calculated as 152 calendar days) during the school year.

During the period of extended personal illness leave, the bargaining unit member shall receive partial pay equal to the difference between his/her regular pay and the daily substitute rate. If no substitute is employed, the bargaining unit member shall receive partial pay equal to the difference between his/her regular pay and the daily substitute rate.

A bargaining unit member shall not be provided more than one (1) five (5) month period per illness or accident in any school year. If a school year terminates before the five (5) month period is exhausted, the bargaining unit member may take the balance of the five (5) month period in a subsequent school year.

When a bargaining unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five (5) month period, and the bargaining unit member is not medically able to resume the duties of his or her position, the bargaining unit member shall be placed on a re-employment list for a period of twenty-four (24) months if the bargaining unit member is on probationary status, or for a period of thirty-nine (39) months if the bargaining unit member is on permanent status. When the bargaining unit member is medically able, during the twenty-four (24) or thirty-nine (39) month period, the bargaining unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided above. In the absence of a vacancy this may require placement in the substitute pool at the applicable rate of pay.

Upon request by District management, bargaining unit member shall be required to present a certificate verifying the personal illness or injury; the form to be utilized and the source, whether bargaining unit member or doctor shall be at the sole discretion of the District.

If after investigation the District concludes that the absence is not due to personal illness or injury, the leave shall be without pay. If requested by District management, the bargaining unit member shall not return to work until he/she submits a medical doctor's authorization and release to return to work.

In deducting from sick leave, absence amounting to any portion of an hour shall be counted as a full hour.

Personal Necessity Leave

1. Bargaining unit members may elect to use up to eight (8) days annually of their Personal Illness and Injury Leave for matters of personal necessity as defined below:

    a. Death or serious illness of a member of the bargaining unit member's immediate family;
    b. An accident involving the bargaining unit member's person or property, or the personal property of the bargaining unit member's immediate family, provided it is of such severity or seriousness as to require the bargaining unit member immediate attention;
    c. Imminent danger or threat of danger to the home of the bargaining unit member, occasioned by a factor such as flood, fire or earthquake serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard;

d. Delay in returning to or arriving at work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);
e. Other important matters of personal necessity, including religious observances, which require the bargaining unit member presence or attention and cannot be handled outside normal working hours.

2. The following limits, terms and conditions apply to granting personal necessity leave:

   a. The total number of days in one (1) school year for such leave shall not exceed eight (8) days;
   b. The days allowed shall be deducted from the number of accumulated sick leave days to which the bargaining unit member is then entitled;
   c. If a bargaining unit member has exhausted their Personal Illness Leave, they may request the difference between their daily rate of pay and the substitute. This leave may not exceed eight (8) days in any school year.
   d. Personal Necessity leave shall not be granted during a scheduled vacation or leave of absence, nor to extend a vacation or school holiday for recreational purposes, nor as a means of withholding services;
   e. Except for leave under sections 1 c. and 1 d. above, application for such leave must be submitted as far in advance as possible to the site administrator so that substitute service, if required, may be obtained. Payment for such absence shall be made only upon verification (Appendix B) by the bargaining unit member and approval by the Superintendent or designee that the absence was because of personal necessity within the meaning of this Contract Article.

Jury Duty Leave

A bargaining unit member may be absent from duty for up to ten (10) working days to serve on a jury without loss of pay or benefits, and this will not be counted against accumulated sick leave as any amount paid for services on a jury becomes due and payable to the District. A bargaining unit member may retain any fee paid by the court as a travel allowance for purposes of this leave.

A bargaining unit member shall, within three (3) working days of receipt of a jury summons, notify his/her immediate supervisor that such a summons has been received, including the date on which the bargaining unit member is required to appear for jury duty.

The District shall pay for the cost of substitutes for bargaining unit members who serve jury duty.

Association Leaves

The District shall allow up to eighteen (18) days of paid leave to the Association president or designee for the purpose of conducting Association business.

The Association shall reimburse the District for fifty percent (50%) of the cost of the guest teacher at the prevailing guest teacher rate. However, when the Association president or designee is involved in joint Association/District business called at the request of the District, the District will assume the total daily cost of the guest teacher.

In addition to the eighteen (18) days of fifty percent (50%) reimbursement, the Association president or designee shall be granted additional leave with the mutual agreement of the

Association President and District Superintendent. In such case the Association shall reimburse the District for one hundred percent (100%) of the daily cost of the guest teacher.

Bereavement Leave

A bargaining unit member shall be entitled to bereavement leave in the event of death in the immediate family if used within six (6) months of the event. Leave shall be for up to three (3) days or up to five (5) days if travel outside a 350-mile radius from the District Office is required, to attend and/or arrange for the funeral. Bereavement leave need not be taken in consecutive days. Leave may be granted after six (6) months by the Assistant Superintendent of Human Resources if requested for a specific memorial event and shall not be denied arbitrarily or capriciously. Bereavement leave is not deducted from personal leave.

A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

Pregnancy Disability Leave

A bargaining unit member giving birth shall be entitled to six (6) weeks leave (eight (8) weeks in the case of a Caesarian Section), deducted from her accumulated Personal Illness and Injury Leave. If the bargaining unit member has exhausted her Personal Illness and Injury Leave during this period, she may use Extended Personal Illness Leave for the duration of the leave.

If a physician certifies that a bargaining unit member pregnancy disables her, she shall be able to take such a leave of absence for the period of disability; furthermore, if she has unused accumulated Personal Illness and Injury Leave or Extended Personal Illness and Injury Leave she may apply such sick leave to the period of absence. The District retains the right to verify the extent of her disability.

In the event there are physical conditions or complications growing out of the pregnancy which preclude the bargaining unit member from returning to work following the six (6) or eight (8)-weeks Pregnancy Disability Leave, the bargaining unit member, shall be entitled to additional leave subject to a physician's or health practitioner's verification. These conditions or complications shall be verified by the bargaining unit member's health practitioner at the end of each three (3) weeks of leave. If she has unused accumulated Personal Illness and Injury Leave or Extended Personal Illness Leave, she may apply such sick leave to this period of absence.

Parental Leave (Education Code section 44977.5)

Bargaining unit members may utilize Parental Leave per Education Code section 44977.5.

An eligible bargaining unit member may take one (1) period of twelve (12) workweeks of Parental Leave, and it shall be taken in a twelve (12) month period within the first year following the birth or placement of a child with the bargaining unit member through adoption or foster care. However, if the school year terminates before the twelve (12) workweeks period of Parental Leave is exhausted the bargaining unit member may take the balance of the twelve (12) workweeks in the subsequent school year.

Parental Leave does not have to be taken in one continuous twelve (12) workweeks period. The minimum duration of Parental Leave shall be in two (2) workweek blocks of time however the District shall grant a request for Parental Leave of less than two (2) workweek blocks on any two (2) occasions.

A bargaining unit member must first use his/her Personal Illness and Injury Leave for Parental Leave involving the care of a newborn child or the placement of a child with a bargaining unit member in connection with the adoption or foster care. When the bargaining unit member has exhausted all his/her available Personal Illness and Injury Leave and continues to be absent from his/her duties on account of Parental Leave, pursuant to the California Family rights act (CFRA) Government Code 12945.2, the bargaining unit member shall receive partial pay equal to the difference between his/her regular pay and the cost of the substitute employed to fill his or her position, or if no substitute is employed, the amount that would have been paid a substitute employee for the remainder of the twelve (12) workweeks.

A bargaining unit member is not required to have 1,250 hours of service with the District during the previous twelve (12) month period of employment in order to take Parental Leave pursuant to this section.

For bargaining unit members that are the birth mothers, the twelve (12) workweek Parental Leave shall run consecutively to the bargaining unit member's paid Pregnancy Disability Leave.

The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, except in the case of an emergency.

Additional personal leave, without pay, of up to one (1) year, shall be granted upon request.

Family and Medical Leave

In addition to all the types of leave provided in this agreement, bargaining unit members may be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth or placement of a bargaining unit member's child with the parent through adoption or foster care; for the serious illness of the bargaining unit member's spouse, child, or parent; or for the bargaining unit member's own disabling serious illness. With certain restrictions, as defined in the FMLA (PL 103-3), the District shall provide the same level of health benefits during the leave period as during active employment. Where permitted by law, such leaves shall run consecutively with other authorized leaves with the exception of Extended Personal Illness Leave in which case FMLA shall run concurrently.

Non-paid Child Care Leave

A non-paid personal leave may be granted to any bargaining unit member to care for his/her own child, including adopted or foster care placement, under five (5) years of age, for one (1) year upon request. An additional year may be granted. Such leave shall not be denied in an arbitrary or capricious manner, and reasons for denial shall be given the bargaining unit member in writing.

The bargaining unit member shall have the option to maintain all or a portion of his/her health benefits through the District's plan(s) at his/her own expense as provided in Health and Welfare

Benefits. Additional years of personal leave may be granted upon written request. These requests must be received no later than March 15.

Non-paid Personal Leave

Personal leave without pay may be granted upon written request, for a maximum of two (2) years. Such leaves shall not be denied in an arbitrary or capricious manner, and reasons for denial shall be given to the bargaining unit member in writing.

Personal leave is not to be regarded as a resignation. Such bargaining unit member shall return to the next position on the salary schedule, and such absence shall not result in forfeiture of tenure.

The bargaining unit member shall have the option to maintain all or a portion of his/her health benefits through the District's plan(s) at his/her own expense as provided in Health and Welfare Benefits.

Government Service Leave

Governmental service leaves may be granted for military service in the Armed Forces of the United States or service in a government-sponsored research or consultant capacity.

While on such leave, school bargaining unit member shall retain their seniority and tenure rights as though they were in regular employment.

Except in cases of national emergency and mandatory service, the Governing Board shall not provide compensation to persons on governmental service leave.

Industrial Injury and Illness Leave

A probationary or permanent certificated bargaining unit member who is absent because of injury or illness which arose out of and in the course of his employment and for which he is receiving temporary disability benefits under provisions of the Worker's Compensation Insurance Fund, shall be entitled to industrial injury or illness leave under the following rules and regulations:

These benefits shall be granted to probationary and permanent certificated employees.

Allowable leave shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

Allowable leave shall not be accumulated from year-to-year.

Industrial accident or illness leave shall commence on the first day of absence.

When a bargaining unit member is absent from his duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity received under Labor Code guidelines will result in payment to him/her of not more that his/her full normal salary.

If an industrial accident or illness leaves overlap into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to the sick leave benefits provided in this Agreement, and for the purpose of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full normal salary.

During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's normal salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to sick leave shall be equal to the difference paid by the District and made only in accordance with this section. The responsibility for reporting the receipt and endorsement of temporary disability indemnity checks to the District Business Office rests solely upon the bargaining unit member. The District reserves the right to require a bargaining unit member to furnish proof of the cause of absence.

Catastrophic Leave Program

The purpose of the Catastrophic Leave program is to allow certificated bargaining unit members the ability to donate one or more accrued sick leave days to another certificated bargaining unit member for purposes of a catastrophic illness or injury. The guidelines and procedures as referenced in EC 44043.5 are listed below:

1. A permanent employee who has exhausted all accrued paid leave credits may request up to twenty-five (25) additional days of paid sick leave, as a result of a catastrophic illness or injury. When the twenty-five (25) days are exhausted, the employee may apply for an additional twenty-five (25) days. An employee may not receive more than fifty (50) days in a twelve (12)-month period.
2. For purposes of this agreement, a "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or one that requires an absence due to a serious illness or injury of a family member that requires the immediate presence of the unit member. A medical verification will be required to substantiate the illness or injury.
3. Bargaining unit members with less than ten (10) accumulated sick leave days may not contribute sick leave days. All donated days must be for full days and therefore are irrevocable except as described in paragraph 9 below. Donated days will first be taken from a bargaining unit member's current year ten (10)-day entitlement. If a bargaining unit member has exhausted their current year ten (10)-day sick leave entitlement, the two (2) additional non-accruable days for personal illness may not be donated to another employee.
4. Whenever possible, the employee must submit a request for the additional days to the Human Resources Office at least ten (10) working days prior to exhausting all sick leave.
5. OPTA shall contact bargaining unit members and request that they voluntarily donate sick days from their personal sick leave for use by the employee requesting the catastrophic leave. Any employee may donate no more than three (3) days per request. Employees choosing to

donate sick leave days must complete and sign the appropriate form and submit the form to the OPTA Executive Board.

6. All catastrophic leave requests shall be reviewed by a Catastrophic Review Committee consisting of two (2) representatives selected by OPTA and two (2) members selected by the District. The Committee shall determine if the illness or injury meets the appropriate criteria.
7. OPTA shall use a lottery system to rank order the donated days. The ranked list shall be submitted to the Human Resources Office for use as needed. Employees who donate sick leave days shall receive written notice by Certificated Payroll when their day(s) are used by a bargaining unit member who has requested the catastrophic leave.
8. At the completion of the catastrophic illness, employees who donated days that were not needed will also be notified by the Human Resources Office.
9. Sick leave days may only be donated for individually approved catastrophic leave requests. Donated sick leave days will not be banked by the District. Any days not used shall be returned to the employee(s) who donated them according to the rank order established by OPTA.
10. Catastrophic leave may not be used for elective surgery, personal necessity leave, or normal pregnancy.
11. Days donated by a bargaining unit member will be counted in the current year's calculation for the year-end reimbursement for unused sick leave.
12. Part-time employees may only donate days in full-day increments (e.g., a 50% bargaining unit member would need to donate two (2) sick days to equal a full-day for the catastrophic bank).

The decisions of the Catastrophic Review Committee shall not be subject to the grievance process.

Miscellaneous Provision Regarding All Leaves

Unless otherwise provided in this article, every effort will be made to return a teacher on any paid or unpaid leave-of-absence to a similar position which the teacher held immediately before commencement of the leave, i.e., K-2, 3-5, 6-8, 9-12.

ARTICLE 15 - JOB-SHARING

Definition: Job-sharing shall refer to two (2) permanent teachers sharing one teaching assignment on a half-time basis (50% FTE).

Two (2) teachers shall share an assignment for a minimum of one (1) year. Only regular permanent teachers shall be eligible for job-sharing.

Applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1.

All requests for job-sharing shall be reviewed by the principal and a District Office representative.

The District representative shall approve or deny the request. The decision of the District representative shall be final. Such decision shall not be subject to the Grievance/Arbitration provisions of this Agreement.

If the request for job-sharing is denied, and if the affected employee(s) requests, the reasons for the denial shall be provided.

Notwithstanding other provisions of this contract, job-sharing teachers' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

Job-sharing teachers shall receive salary schedule increments on the salary schedule if they are on a paid status seventy-five percent (75%) of the days of his/her contract and complete a minimum of fifty percent (50%) of the days that school is in session. STRS credit shall be governed by applicable statutory provisions and years of service credit will be calculated independently by the California State Teachers' Retirement System.

Upon request of the two (2) teachers, a job-sharing assignment may be renewed provided the two (2) teachers notify the District prior to March 1. In the event the two (2) teachers fail to notify the District in a timely basis of their desire to continue the job-sharing assignment or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.

If a teacher in a job-sharing assignment returns to full-time teaching following his/her first year of job-sharing, the teacher shall be returned to his/her original school. If a teacher in a job-sharing assignment returns to full-time teaching following more than one (1) year of job-sharing, he/she will be assigned to his/her original school if a vacancy exists, otherwise the teacher will be assigned to the first available position for which he/she is credentialed and competent.

Responsibilities of the job-sharing assignment shall be allocated according to a plan designed by the job-sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, District meetings, and parent conferences. Job-sharers are expected to attend Back-to-School Night and Open House.

Individual job-share agreements shall be provided to the Association on an annual basis.

ARTICLE 16 - GRIEVANCE PROCEDURE

Definitions

A "grievance" is an allegation by the Association or one (1) or more unit members that there has been a misinterpretation, violation or misapplication of a specific provision of this Agreement. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.

A "day" is any day that the District Office is open for business except for days during the Winter Break and during Spring Break.

The "Immediate Supervisor" is the lowest level supervisor or management employee having immediate jurisdiction over the grievant.

General

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

Grievance Steps

Informal Step: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step I below.

Step I: No later than thirty (30) days following the act or omission giving rise to the grievance, or, no later than twenty (20) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

Step II: In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent Human Resources

within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Assistant Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent may request a personal conference within the above time limits. If the Assistant Superintendent does not respond within the above time limits, the grievant may automatically proceed to the next step.

Step III: In the event that the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) working days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Superintendent or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next step.

Step IV: If the grievant is not satisfied with the decision at Step III, he/she may, within ten (10) days, submit to the Superintendent or his/her designee a written request for mediation of the grievance. In this event, the Superintendent shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step V.

Step V: If the grievant is not satisfied with the disposition of the grievance at Step IV, the grievant may within ten (10) days request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator. The Association

shall strike first and thereafter in subsequent arbitrations, the parties will alternate striking first so that the District strikes first in the second arbitration, etc.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited, to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Transcript costs, if any, shall be paid by the party or parties ordering such.

The processing of a grievance beyond Step III shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.

Miscellaneous

A unit member may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association.

If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.

The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

1. By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of three (3) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur;
2. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary;
3. That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and
4. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing at Step II. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with his/her immediate supervisor subject to applicable time limits.

ARTICLE 17 - COMPLAINTS AGAINST UNIT MEMBERS

The purpose of this procedure for resolving complaints concerning unit members is to secure, at the lowest possible staff level, equitable solutions to the problems that from time to time arise within the site or the District.

Complaints against unit members submitted by members of the public shall be processed as follows, unless otherwise prohibited by law:

1. The complaint shall initially be brought to the attention of the unit member by the complaining party.

2. The immediate supervisor shall attempt informally to resolve the complaint between the complainant and the involved unit member; such informal attempt shall include at least one (1) meeting attended by the complaining party and the unit member.

3. In the absence of informal resolution, the complainant shall be informed of the provision for submitting a formal written complaint. Accordingly, the complainant shall be provided a copy of the Formal Complaint Forms and Procedures as contained in Board Policy 1312.1 and Administrative Regulation 1312.1. The immediate supervisor, within ten (10) working days, shall formally investigate the written complaint and shall provide a written response to the complaining party and to the employee. If the supervisor has determined that the complaint has merit, the employee shall have the right to submit a written response for attachment to the supervisor's response.

4. The complaining party or the unit member may request that the Superintendent or his/her designee review the complaint and responses and propose resolutions to the complaint. The Superintendent or designee's review may be based upon the existing file or he/she may request additional information. Such information may be obtained by scheduling a meeting with the complaining party and the employee for the purpose of acquiring additional information, clarifying issues or proposing various forms of resolution. The Superintendent's decision with respect to such complaints shall be final and conclusive unless the Board, upon request of either party, exercises its discretion to review the matter further.

5. Before reviewing the matter, the Governing Board shall request that a written report of the matter be submitted by the Superintendent. Such report will contain, at a minimum, the name of the employee(s) involved, a brief but specific summary of the nature of the complaint and the facts which apply to the complaint, any findings or responses submitted at preceding levels of the process, a copy of the actual complaint, a summary of the Superintendent's efforts at resolution and a recital by the Superintendent that disposition of the matter at the Superintendent's level was not achieved and the reasons therefor. The Governing Board's review, if any, shall take place in closed session unless the employee requests an open session and such open session is not otherwise precluded by law and/or recognized privacy considerations, particularly student privacy. The Board's decision shall be final.

6. Prior to holding a review hearing on the matter, the Board may choose not to review it leaving the final decision at the Superintendent's level.

7. These procedures do not apply to matters which may be handled or investigated under other District Complaint Procedures or the Grievance Procedures of this collectively negotiated agreement.

8. Upon request the affected employee is entitled to Association representation at any or all stages, except the informal meeting stage, of this procedure. For the purpose of this Article, the phrase "informal meeting stage" is limited to a one-on-one meeting with the complaining party.

ARTICLE 18 - PERSONNEL FILES

The District will maintain the unit member's official District personnel file in a central location.

Subject to the conditions outlined herein, materials in an employee's personnel file are to be made available for inspection by the unit member. Unit members shall have the right to inspect these materials upon request provided that such request is made at and for a time when the person is not actually required to render services to the District. Such materials are not to include ratings, reports or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination.

Materials placed in a unit member's file shall be signed and dated by the person or persons who prepared the materials.

Information of a derogatory nature, except for the excluded materials indicated above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment upon the materials. An employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments thereon. Upon request by the unit member a review of such derogatory materials shall take place during conference or preparation period or other non-teaching time and the employee shall be released from duty for this purpose without reduction in salary. The unit member may also conduct such review during non-working time, provided it is during normal business hours.

The obligation to provide notice and an opportunity to review is satisfied by a statement attached or affixed to the material informing the employee that the material will be placed in the unit member's personnel files ten (10) days from notification and that within that time the unit member may submit a written response which shall be attached to the materials and placed along with them in the personnel file. Failure to submit such written response within the ten (10) days constitutes a waiver of the employee's right to do so.

If the unit member alleges that the material is false and/or unfounded, the employee may initiate a grievance to determine the truth or falsity of the information. If the Grievance Procedure establishes the truth of such materials, the unit member shall be foreclosed from contesting the truth of such materials in any subsequent administrative or legal proceedings. The right to file a grievance does not apply to:

1. Materials placed in the file as part of a statutory notice of Unprofessional Conduct or Unsatisfactory Performance under Education Code section 44938 or its successor, if any;

2. The substance of an employee's evaluation unless specifically permitted by another provision of this Agreement.

An employee, while inspecting his or her personnel file may be accompanied by a representative. The unit member may provide written authorization which shall permit a representative to inspect and/or copy materials from the unit member's personnel file. An employee shall be entitled to obtain copies of materials subject to inspection, provided the employee reimburses the District for the reasonable cost of producing the copies.

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Superintendent's designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

ARTICLE 19 - TRANSFERS AND REASSIGNMENTS

Purpose

The primary purpose of this Article is to support the best educational interests of children, the District and affected school sites by placing certificated personnel where their individual skills and aptitudes can flourish. Thus, transfers and reassignments may be made for any number of reasons including, but not limited to, fluctuations in grade level and/or site enrollment, needs to combine or split classes, remediation for an individual teacher based upon concerns which have been previously communicated to the teacher, legal reasons and simply filling vacancies. Transfers and/or reassignments will not be implemented for disciplinary or punitive purposes.

Definitions

1. ***Transfer:*** A change by a bargaining unit member from one (1) school to another school within the District; or from one (1) work site to another work site within the District. The definition does not apply to traveling teachers or teachers with multi-school assignments or responsibilities. Subject to the provisions of this Article, a teacher may request a transfer (voluntary) or may be transferred by the District (involuntary).

2. ***Reassignment:*** Movement of a unit member from one (1) grade level to another or from one (1) subject area to another within the same school. For departmentalized grade levels, a reassignment is defined as a 3/5 or more change in the department to which a classroom teacher is assigned and which change occurs entirely within one (1) school year.

3. ***Vacancy:*** A true opening on the staff at a particular school, which the District has determined to fill and which is not filled by voluntary or involuntary reassignment of a current staff member at the particular school.

4. ***Order of Filling Vacancies:*** The District may fill vacancies through reassignment and involuntary transfer before posting the Vacancy for Voluntary Transfer.

Voluntary Transfer

Permanent employees may apply for any posted vacancy for which they are credentialed and qualified. Vacancies, which the District has determined to fill, shall be posted in all schools. All postings shall include the closing date for filing applications. The closing day for current employees shall be no less than seven (7) calendar days after posting unless the District demonstrates an unanticipated need to fill the vacancy sooner. A teacher who wishes to be notified of job postings during the summer shall indicate as much on the Assignment Objective Sheet indicating the site or sites to which they want to transfer and/or the grade level or levels to which they want to be reassigned, along with a valid mailing address for the summer. Notices of vacancies at the indicated sites and/or grade levels shall be mailed to such teachers. The District will update its job line whenever a vacancy is to be posted. The District is free to hire outside candidates but only after District employees have received priority consideration.

Requests for transfer will be considered applying the following criteria:

1. Educational needs of the District and/or affected school site(s);

2. Qualifications and experience of the candidates;
3. Length of service with the District; and
4. Any other relevant information, which has previously been brought to the attention of the unit member.

If, in reviewing the criteria, District and site level administration determine that two (2) or more competing applicants are qualified and their qualifications are equal, the candidate with the greatest length of District service will be selected.

Upon request, unsuccessful applicants will receive a written statement of the reasons for non-selection.

Involuntary Transfer

An involuntary transfer may be initiated in order to fulfill specific educational needs, as a response to enrollment changes, or as part of an effort to assist or remediate an affected teacher. Involuntary transfers shall not be made for reasons that are arbitrary, capricious or unlawfully discriminatory.

If, as a result of an involuntary transfer, a teacher is displaced, and displacement could affect more than one (1) teacher, then the teacher(s) to be displaced shall be selected based upon the following criteria:

1. Educational needs of the District and/or affected school site(s);
2. Qualifications and experience of the candidates;
3. Length of service with the District; and
4. Any other relevant information that has previously been brought to the attention of the unit member.

If, in reviewing the criteria, District and site level administration determine that two (2) or more competing applicants are qualified and their qualifications are equal, the candidate with the least amount of District service will be selected.

Upon request, teachers selected for involuntary transfer shall be notified of the reasons therefor in writing.

Reassignments

Unless there is a remedial need for reassigning a specific teacher, site administrators will first seek qualified volunteers for reassignment and review the same criteria that apply to requests for voluntary transfer. If the site administrator determines that there are no qualified volunteers, he/she may make an involuntary reassignment based upon the criteria applicable to involuntary transfers.

Except for reasons beyond the District's control, a teacher with five (5) or more years with the District shall not be involuntarily reassigned more than once in a three (3) year period.

All reassignments are governed by and subject to the District's legal requirements.

Assignments

Initial assignments are within the sole judgment and discretion of the District. The District will make every effort to notify a teacher in advance of a transfer or reassignment. The District will notify a teacher by May 1st of the preceding year if he or she is to be transferred or reassigned for the following school year and the decision to transfer or reassign has been made. In other circumstances of an unanticipated or emergency nature, the teacher will be notified as soon as practicable after a decision to transfer or reassign has been made.

Vacancies, which occur later than three (3) weeks prior to the beginning of the school year or a semester, may, at the District's discretion, be filled either through the contract procedures or by hiring a substitute or temporary teacher.

When a bargaining unit member has to relocate to a new classroom/office, due to transfer or reassignment, the District shall provide the bargaining unit member with assistance in moving. The District will provide all boxes, at least, five (5) days prior to the move. Additionally, bargaining unit members involuntarily transferred or reassigned will be paid one (1) day at their daily rate or provided with one release day to facilitate the move.

ARTICLE 20 - DISCIPLINE

Discipline of permanent employees shall be for cause, provided that in the exercise of this right the District will not act arbitrarily, capriciously or in violation of the terms of this Agreement.

For the purpose of the Article, discipline shall not be defined to include termination or non-reelection pursuant to California Education Code.

1. *Infractions:*

   Grounds for imposition of discipline shall be limited to:

   a. Violations of Board policy
   b. Violations of site handbooks
   c. Tardiness

   Penalties:

   Imposition of penalty under this Section "1" shall incorporate concepts of progressive discipline utilizing verbal reprimands, counseling, written reprimands and letters in the personnel file. Docking for habitual tardiness shall not exceed an amount commensurate to the time missed.

2. *Major Infractions:*

   Grounds for more serious discipline are limited to:

   a. Insubordination following repeated written warnings in connection with items listed under "1" above;
   b. Conduct which endangers the health and/or safety of the employee or other employees and/or students or members of the public;
   c. Falsifying and/or misrepresenting facts on District forms or records;
   d. Willful violations of the Education Code or other California law;
   e. Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations and/or directives governing employment that have previously been brought to the attention of the unit member and/or that is of such a nature that it warrants serious penalty.

   Penalties:

   In the event it is necessary to impose heavy sanctions, penalties shall not be limited to:

   a. Suspension with or without pay for up to ten (10) working days;
   b. Involuntary transfers;
   c. Nothing herein shall limit the District's authority to impose penalties where such are specifically authorized by the Education Code or other California law;
   d. Docking for leave abuse under 2.a or 2.c and tardiness under, 1.c may not exceed one hundred and ten (110) percent of the actual time missed for that incident

3. With the exception of any accompanying written reprimand, there shall be only one (1)

penalty per infraction. The principle of one (1) penalty per infraction shall not apply to conduct documented for purposes of a ninety (90) day notice of unsatisfactory performance pursuant to Education Code section 44938.

Conduct subject to the employee's formal evaluation is not governed by this Section except to protect the health and/or safety of the employee, students, other employees and the public or where the employee repeatedly and willfully fails and refuses to comply with written directives. Except in the latter instances, there shall be no right to representation in the conferences called for under Article 21.

4. During any interview, which the unit member reasonably believes may lead to discipline, the unit member may request the presence of an Association representative. During any interview wherein the administrator is considering recommending or imposing discipline, the administrator shall inform the affected employee of his/her right to request the presence of an Association representative. However, the administrator need not unreasonably delay or postpone the interview to accommodate the representative's schedule.

   Written notice of disciplinary action shall inform the unit member of his/her right to appeal through the Grievance Procedure and his/her right, upon request to the Association, to be represented.

ARTICLE 21 - EVALUATIONS

Evaluations shall be conducted in a manner consistent with the provisions of applicable Board policy and state law.

Purpose

Evaluation is one (1) means by which to improve the quality of education provided to students. It is an ongoing process focused on the means by which an individual can more effectively contribute to the educational effort of the District. It is based upon an objective and fair assessment of performance. Finally, it is a self-enlightening activity, which occurs in an atmosphere of mutual trust and respect. Its primary purpose is to improve instruction.

Initial Goal Setting Conference

Prior to October 7 of each year, the evaluator and the teacher shall hold an initial goal setting conference for the purpose of establishing goals and objectives for the school year.

Evaluators

The primary evaluator shall be a member of the management or supervisory staff at the employee's work site or, in the case of an emergency, as determined by the District, any other management or supervisory employee so designated by the District. In the case of teachers given multi-school assignments, the District shall designate a management or supervisory person as primary evaluator. Unit members will not be required to participate in the evaluation and/or observations for the purpose of evaluation of other certificated employees.

A secondary evaluator will be appointed upon request of the employee or the primary evaluator.

Formal Observations

Probationary and temporary teachers shall be formally observed a minimum of four (4) times a year. Before any probationary or temporary teacher receives a formal evaluation (either the mid-term or final), the evaluator shall have completed two (2) classroom observations of not less than thirty (30) minutes in length.

Permanent teachers shall be formally observed a minimum of two (2) times a year. Before any permanent teacher receives a formal evaluation, the evaluator shall have completed two (2) classroom observations of not less than thirty (30) minutes in length.

Each formal classroom observation shall be followed by an observation summary prepared by the evaluator within one (1) week of the classroom observation. The teacher will meet with the evaluator to discuss the observation. If any deficiencies are expressly indicated in the observation report, the evaluator shall make recommendations in the report and provide administrative support to assist the teacher to improve performance. A teacher may request additional formal observations at mutually acceptable times.

Formal Evaluation

The formal evaluation shall be submitted to the teacher no later than thirty (30) calendar days preceding the close of the school year.

Probationary and temporary teachers shall be formally evaluated two (2) times each year. The first evaluation conference (the mid-term) shall take place before December 9 and the final evaluation conference shall take place prior to February 7.

Permanent teachers shall be formally evaluated at least every other year for the first five (5) years with the District; thereafter permanent teachers shall be formally evaluated every other year unless notified in writing that job performance is an overall unsatisfactory in which case they will be evaluated each succeeding year until an overall satisfactory evaluation is achieved. In the case of an overall unsatisfactory evaluation, the employee will be referred to the Peer Assistance and Review (PAR) Program and the evaluator shall take positive action to assist the teacher in improving his or her performance. The teacher will continue in the PAR Program until he/she receives a satisfactory end of year formal evaluation and has a recommendation of the PAR Panel.

No assessment of "unsatisfactory" shall be introduced on a teacher's evaluation which has not been first observed and called to his/her attention in writing. Time shall be allowed, when practical, from the date of the written report when the deficiency is first noted and the date of the next observation. A teacher who receives an evaluation which indicates that his/her performance is unsatisfactory shall, upon request, be entitled to additional classroom observations, one (1) additional written evaluation and one (1) additional evaluation conference.

The teacher shall take affirmative action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement and his/her assistance in implementing such recommendations.

A formal evaluation conference shall be held no later than thirty (30) calendar days before the end of the school year to discuss the content of the final evaluation. Each teacher shall, before being presented with his/her final evaluation, meet with his/her primary evaluator to discuss the ways in which objectives in each area enumerated in the evaluation form have or have not been met.

Within five (5) days of the formal evaluation conference, the teacher shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the teacher's agreement with the evaluation. The report will be placed in the teacher's Personnel File within ten (10) days of the signing. The teacher has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File.

In the case of an overall unsatisfactory evaluation, the evaluator shall take positive action to assist the teacher in correcting any cited deficiencies through a Personal Improvement and Assistance Plan (PIAP) under the PAR Program. The evaluator's role to assist the teacher shall include, but not be limited to, the following:

1. A written statement of the problem including the Professional Standards found deficient;

2. A written statement of the desired action required to correct the deficiencies including specific recommendations for improvement;
3. Direct assistance to implement such recommendations;
4. Provision of additional resources to be utilized to assist with improvement;
5. Time schedule to monitor progress.

Extended Evaluation Cycle for Permanent Teachers

When a teacher has completed ten (10) years in the District, is highly qualified as defined in 20 USC Section 7801, and has met or exceeded the teaching standards as reflected in previous formal evaluations, he/she may be eligible to skip one (1) formal evaluation cycle (a two [2]-year period) with the agreement of the evaluator. The teacher or the evaluator may withdraw consent at any time and reinstate the every other year cycle for evaluation.

Alternative Evaluation for Permanent Teachers

Permanent teachers with a minimum of five (5) years experience in the District and with a minimum of three (3) satisfactory evaluations may opt to be evaluated through the alternative evaluation process developed and agreed to by the District and the Association. The teacher and the administrator must jointly agree to the use of the alternative evaluation option.

Grievance of Final Evaluation

Any grievance shall be limited to claims alleging violation of the expressed evaluation procedures set forth in this article. No grievance arising under this article shall challenge the substance of an evaluation.

Evaluation Standards

The District and the Association agree to adopt for the purposes of evaluating the instructionally related areas, the California Standards for the Teacher Profession (CSTP). The CSTP provides a common language on teaching that will be used by teachers to prompt reflection about teaching and learning, develop professional goals, and guide, monitor and assess the progress of the unit member's practice towards their professional goals. Non-permanent teachers will be evaluated on all six (6) standards, while permanent teachers will primarily focus on a single primary standard selected from Standards 1-5. The teacher and the evaluator shall agree upon the primary standard for evaluation. In the event the teacher and the evaluator cannot agree upon the primary standard, the teacher may request that the Superintendent or the Superintendent's designee meet with the teacher and the evaluator to facilitate the selection of a primary standard.

Probationary and Temporary Teachers Evaluation Standards

Probationary and temporary teachers will be evaluated on all six (6) Standards of the California Standards for the Teaching Profession (CSTP). The CSTP Standards 1-6 will be assigned a rating of 1-4 based on the predominance of markings of the sub-standards within each of the six (6) standards. A probationary teacher with an assigned rate of one (1) in more than two (2) of the six (6) CSTP standards will be considered "unsatisfactory" on the overall rating of their evaluation.

Permanent Teachers Evaluation Standards

Permanent teachers will be primarily evaluated on a single CSTP primary standard and its corresponding sub-standards from the CSTP Standards 1-5. The single selected primary standard will be the area of focus for the evaluation. At the formal evaluation conference, there will be two (2) ratings given to the permanent teacher. The selected primary standard will be rated based on the predominance of markings of the sub-standards within the overall standard on a scale of 1-4. All other CSTP Standards will be assessed by a "satisfactory" or an "unsatisfactory" rating.

In the event that there is a rating of 1 given in the one (1) selected primary standard, the teacher will work with the administrator to develop an improvement plan outside the requirements of the formal evaluation system. This will be implemented in the ensuing year and will not be considered a formal evaluation year. Evaluation will continue the subsequent year directly related to the standard that was identified with a rating of 1.

In the event that the evaluation of the teacher results in a rating of 1 given in the single selected primary standard and an "unsatisfactory" in any other CSTP Standard, the evaluation will be considered an "overall unsatisfactory" evaluation. The teacher will be referred to the PAR Panel and will be supported with a Professional Improvement and Assistance Plan (PIAP) as provided for in the PAR Program.

For permanent teachers receiving multiple ratings of 2 within the selected primary standard, the administrator will provide assistance to support the teacher to achieve a Satisfactory rating in future evaluations. The teacher will take affirmative action to bring about improvement in the areas noted on the evaluation.

Evaluation Forms

The Evaluation Forms (amended July, 2007) in Appendix C1 to C5 of this contract will be used in the evaluation process outlined in this article. Any proposed changes to the forms must be developed and negotiated through a meeting between the District and the Association's negotiating teams.

The components of the current evaluation instrument shall include:

1. A goal-setting form that includes a minimum of three (3) goals that evaluate the "progress of students towards established standards of achievement" (Stull Bill objectives) and the teacher's progress toward the California Standards for the Teaching Profession
2. A formal observation form
3. A Mid-term Evaluation form for probationary and temporary teachers and Referred Participating Teachers (RPT) in the PAR Program.
4. A Final Evaluation Form that includes:
   a. The progress made toward achieving the established achievement goals
   b. Progress made in the California Standards for the Teaching Profession
   c. An overall evaluation of the certificated employee's total performance
   d. Peer Assistance and Review referral, if necessary.

Non-Classroom Certificated Evaluation Forms

While the CSTP establishes the guidelines for evaluating the instructionally related performance of certificated classroom employees, non-classroom unit members will be evaluated with an independent evaluation form that is appropriate to the professional practice of these unit members. The independent evaluation forms will be negotiated through a meeting between the District and Association's negotiating teams and based on a recommendation from a joint committee representing the District and the non-classroom members.

ARTICLE 22 - CONTRACT VARIANCE

The District and Association recognize that creativity and innovation are essential elements for maintaining a high quality educational program. It is in their mutual interests, therefore, to provide a vehicle to accommodate such elements within the framework of their collectively negotiated agreement. By doing so, the parties encourage flexibility without generally impinging on the need to uniformly apply the terms and conditions of the agreement: accordingly, the following conditions shall apply to site wide variances from specific written provision(s) of the collectively negotiated agreement.

1. OPTA site representatives, site leadership teams and site administrators seeking a waiver of specific written provisions of the collectively negotiated agreement shall jointly prepare and submit a written request, proposal or memo of understanding to waive such provision(s).

2. Such request shall be limited to the following specific clauses: Hours of Employment, Calendar, Reassignment, and Class Size. This procedure will also apply to site level repackaging of instructional minutes.

3. The request shall be site specific and limited to a maximum of two (2) years in duration. Additional year(s) may be approved provided requests are submitted no later than sixty (60) days prior to the expiration of the waiver then in effect.

4. The parties shall not consider requests for waiver that are not supported by the site administrator and at least three-fourths (3/4) of the site Association Members affected/impacted, through a secret ballot vote. The vote shall be monitored by the OPTA Site Representative(s) or designee. Each Association Member shall receive one vote regardless of full-time or part-time status and teachers on unpaid or extended personal illness leave shall not be entitled to a vote.

5. The requests are subject to approval by the Superintendent or designee(s) and the Association president or designee(s); both parties must approve the variance for it to become effective.

6. Any change in working condition(s) brought about by the implementation of an approved waiver shall not be interpreted as a violation of this agreement or as evidence of a new working condition(s) separate from the agreement or interpreted as a precedent in any manner.

7. Denial of a waiver by either party shall be specifically excluded from the grievance clause of this agreement.

ARTICLE 23 - TEACHING CONDITIONS

Bargaining unit members shall not be required to purchase supplies or personal equipment for their assignment.

ARTICLE 24 - SPECIAL EDUCATION

Transfer Rights

1. In order to maintain continuity with the special education program, teachers hired in a special education assignment may not request a transfer to a regular education vacancy until after they have completed five (5) years with the District. Thereafter, subject to paragraph 2 below, a special education teacher has the same rights to transfer and is subject to the same transfer criteria as other bargaining unit members. The request for a transfer to a regular education position must be submitted prior to March 1 of each year.

2. For vacancies that are posted after the close of the school year, a transfer to a regular education position will be contingent upon the District finding a qualified and properly credentialed replacement. The District shall make a good faith effort to advertise and recruit qualified replacement.

Special Education Teachers

Professional training will be provided for instructional aides assigned to *children with special needs.*

The District will make a good faith effort to provide each Special Education Teacher with designated textbooks and consumables necessary to meet the District standards and Special Education curriculum requirements.

General Education Teachers Serving Special Education Students with Full-Day Instructional Aide Support

At the elementary level, one (1) planning day per quarter (provided by a guest teacher to release the general education teacher from the classroom) for general education teachers and special education teachers to plan for the provision of services for special education students who have full-day instructional aide support. At the discretion of the site administrator these planning days may be taken off site if appropriate to the planning needs established by the IEP. Whenever possible, these days should not be requested during high volume guest teacher days. These days may also be taken in half days if the teacher so desires.

At the secondary level, a roving guest teacher will be provided one (1) day a quarter to cover individual core curriculum classes (English, Math, Science, History/Social Science) for teachers serving these students.

When administratively practical, the District shall not assign a special education student with a full-day aide to a class at the elementary level until 24 hours after the regular education teacher

has been provided with a copy of the IEP of the incoming student and the bargaining unit member has had the opportunity to meet with the student's case manager. Nothing in this article shall prevent the timely enrollment and legal right that a student has to attend school.

The District recognizes that some individuals with exceptional needs may not meet or exceed the growth projected in the annual goals of the IEP. In such instances, a bargaining unit member's accountability shall be limited to having reasonably implemented the services stated in the IEP.

Whenever possible, elementary regular education bargaining unit members shall not be required to assume the responsibility of teaching a special education student with a full-day instructional aide more than once every other year.

IEP Meetings

When reasonably possible, all IEP meetings, 504 meetings and SST meetings shall be scheduled within an eight (8)-hour school workday (inclusive of at least a thirty (30) minute duty free lunch). In order to achieve this goal, the District will allocate the equivalent of one full day per week at each school (excluding Oak View and Oak Park Independent School) for the purpose of IEP, 504 and SST meetings. The designated days will be determined and coordinated among the sites by site administrators to enable staff who work at multiple sites to attend. Teachers will be released from their classes with guest teachers.

Team meetings will not be placed on any student IEP or be considered an expectation for teachers unless otherwise required. If the IEP Team determines that a group meeting, other than an IEP meeting is needed at any time, the meeting will be considered informal and not a requirement of the IEP. Every effort will be made to hold the necessary meetings during the school day and release time will be provided for the teacher to attend this meeting. When reasonably possible, all such meetings shall be scheduled within an eight (8)-hour school workday (inclusive of at least a thirty (30) minute duty free lunch).

ARTICLE 25 - COUNSELORS AND PSYCHOLOGISTS

The regularly scheduled work year for Counselors shall be one hundred and ninety-two (192) days. The regularly scheduled work year for Psychologists shall be one hundred and ninety (190) days. The District reserves the right to assign up to ten (10) additional days to be paid at the affected employee's daily rate. Counselors and Psychologists shall be paid pursuant to Appendix "A."

During the 2007-2008 school years, a joint committee will be convened to discuss the workload and evaluation process for counselors and psychologists. The recommendations from this committee will be given to the District and OPTA no later than May 1, 2008.

ARTICLE 26 - RETIREMENT

Bargaining unit members who have expressed to the District an intent to retire shall receive retirement information from the District Office.

Health and Welfare Benefits

Retiring unit members who are at least 55 years of age and have served in the Oak Park Unified School District for a minimum of twelve (12) years will be eligible to pay for the single, dual or family premium of the District provided group, medical, dental and vision insurance in the amount that is equal to the District's cost of that premium. This benefit shall continue until the retiree reaches age sixty-five (65).

Mid-Year Retirement
Unit members, age 55 and older, who retire during the school year shall receive health benefits through the end of the month of their retirement.

End of Year Retirement
Unit members, age 55 to 64, who retire at the end of the school year shall receive health benefits through August 31st.

Unit members, age 65 and older, who retire at the end of the school year shall receive benefits through May 31st and shall receive full reimbursement of the health benefits paid out for June, July, and August.

Unit members, who reach age 65 in June, July, or August, shall receive health benefits through the end of the month in which they turned age 65, and will receive reimbursement for the remaining months of July or August.

Retiring unit members receiving a reimbursement for health benefits shall receive their reimbursement no later than August 31st.

Early Retirement Incentive Program

The District shall establish a committee with OPTA to evaluate annually the feasibility of an early retirement incentive plan. Any early retirement incentive program offered by the District is subject to negotiations. The final decision to offer an early retirement plan for bargaining unit members shall be determined by the Board of Education. The terms and conditions of a program will be outlined in a Memorandum of Understanding that will be developed between the Association and the District for retiring bargaining unit members.

If a retirement incentive program is negotiated that includes a cash option, the retiring unit member shall receive their check no later than August 31st.

ARTICLE 27 - CURRICULUM COUNCIL

When the District proposes material changes in the District's definition of educational objectives, determination of course and curriculum content, and selection of textbooks, they shall first be discussed by the Curriculum Council. In the event a Curriculum Council recommendation is amended by the District management prior to being presented to the Board of Education, a member of the Curriculum Council selected by the Association shall be notified at least one (1) week in advance, and be entitled, upon request, to present to the Board the original recommendation and speak in support thereof.

The District shall, upon request, consult with the Association on the definition of educational objectives, the determination of the content of courses in the curriculum, and the selection of textbooks to the extent such matters is within the District's discretion under the law.

In order to ensure communication between the schools and the Curriculum Council, each site shall have one (1) bargaining unit member serving on the Council. The Association will select the bargaining unit member from each site. The District will select the three (3) administrative and two (2) parent representatives to the Curriculum Council and an Oak Park Unified School District Board of Education member will sit on the Council. Additional members to the Curriculum Council may be considered through joint consultation between the Association and the District. The District reserves the right to split the Curriculum Council into an elementary and secondary grouping.

ARTICLE 28 – PEER ASSISTANCE AND REVIEW

1. The Peer Assistance and Review Program in the Oak Park Unified School District is titled the Peer Assistance Review (PAR) Program.

2. The Peer Assistance Review (PAR) Program has created the position of Colleague Coach as a teacher who provides assistance to Participating Teachers in accordance to the Peer Assistance and Review Program as follows:

   a. Colleague Coaches are assigned to provide teachers new to the profession and/or to the District with necessary support to optimize their possibilities for success in the classroom and school;
   b. Colleague Coaches are assigned to provide support to teachers who have been required to participate in the Peer Assistance and Review program as a result of an overall rating of unsatisfactory on the annual summative evaluation; and,
   c. If available, Colleague Coaches are assigned to provide support for teachers who volunteer for assistance through the Peer Assistance and Review Program.

3. The District and the Association have established the PAR Panel to function as the governance structure for the Peer Assistance and Review Program and agree that the Panel is responsible for establishing and administering the rules and procedures relating to the operation of the Peer Assistance and Review Program.

4. The PAR Panel is composed of members appointed by the District (two (2) members) and classroom teachers appointed through an Association Process (three (3) members).

5. The PAR Panel shall provide for the operation of the Peer Assistance and Review Program.

6. The Panel shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve the program. The Panel shall submit its annual evaluation no later than the end of April to both the District and to the Association for review.

7. Notwithstanding the expiration date of the collectively negotiated agreement, the District and the Association agree that the Peer Assistance and Review Program will continue to operate, even during hiatus, if any, between collectively negotiated agreements. Neither party will contend that the Peer Assistance and Review Program has expired or cannot continue to function nor utilize applicable funding as a result of the expiration of the collectively negotiated agreement.

ARTICLE 29 - SPECIALIZED HEALTH CARE PROCEDURES

Bargaining unit members shall not be required to administer specialized health care procedures to students unless they have first received appropriate training. Bargaining unit members shall not be required to receive such training unless mandated by state law. This provision shall not apply to certificated school nurses.

ARTICLE 30 - SUMMER SCHOOL

Known summer school and/or extended school year vacancies will be posted by the close of the first (1st) week in April. Teachers with at least one (1) year in permanent status with the District will be given preference over other District teachers; regularly employed District teachers will be given preference over teachers from outside the District.

Selection will be based on credentials, type of recent experience (grade level and/or subject matter), and prior evaluations.

If the District determines that more than one (1) teacher has equal qualifications for a vacancy, the teacher with the least recent summer school or extended school year, as applicable, teaching assignment shall be selected.

Summer school and extended school year assignments are "hourly as needed."

Currently, summer school is not a District provided program. The above language will be applicable if and when the District assumes responsibility for providing a summer school program.

ARTICLE 31- TERM OF AGREEMENT AND NEGOTIATION PROCEDURES

Except as specifically provided herein, the term of this Agreement shall be from July 1, 2019 through June 30, 2022, and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided below.

The District and Association may reopen negotiations for the 2020-2021 and 2021-2022 school years on salary, health benefits and up to two (2) additional articles selected by each party. Notice of intent to reopen shall be made to the other party no sooner than March 1 of the above years.

During the 2021-2022 school year, notification of intent to negotiate the entire Agreement must be made between March 1, 2022 and March 31, 2022. Following submission and sunshining of initial proposals, the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement.

This Agreement is subject to ratification by the Board of Trustees for the Oak Park Unified School District and by the membership of the Oak Park Teachers Association.

Agreed to at Oak Park, Ventura County, California on September 23, 2019.

Oak Park Unified School District	Oak Park Teachers Association, CTA/NEA
9-23-19	9-23-19
9/23/19	9/23/19
9/23/19	9/23/19
	9.23.2019

OAK PARK UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
All Rates Listed as Daily and Annually
2020-21 SCHOOL YEAR

Proposed Date of Board Approval: May 18, 2021 **Effective: July 1, 2020**

Years of Service	Class X Teacher 185 days BA	Class A Teacher 185 days BA + 30	Class B Teacher 185 days BA + 45 BA+30+MA	Class C Teacher 185 days BA + 60 BA+45+MA	Class D Teacher 185 days BA + 75 BA+60+MA	Years of Service	Class F Counselor & Soc-Emot Specialist 192 days 5 Steps	Class G Psychologist 190 days 5 Steps
1	279.24	292.76	306.29	319.83	333.37	1	467.13	477.80
1	51,660.29	54,160.34	56,664.13	59,167.92	61,673.58	1	89,688.00	90,782.13
2	292.76	306.26	319.83	333.37	346.88	2	485.26	492.59
2	54,160.34	56,657.78	59,167.92	61,673.58	64,173.63	2	93,170.80	93,591.55
3	306.29	319.83	333.37	346.88	360.42	3	502.21	507.82
3	56,664.13	59,167.92	61,673.58	64,173.63	66,677.42	3	96,424.78	96,485.40
4	319.83	333.37	346.88	360.42	373.94	4	519.06	523.51
4	59,167.92	61,673.58	64,173.63	66,677.42	69,179.34	4	99,659.37	99,467.53
5		346.88	360.42	373.94	387.48	5	536.04	540.73
5		64,173.63	66,677.42	69,179.34	71,683.13	5	102,919.16	102,739.42
6		360.42	373.94	387.48	401.01	6		
6		66,677.42	69,179.34	71,683.13	74,186.92	6		
7		373.94	387.48	401.01	414.56	7		
7		69,179.34	71,683.13	74,186.92	76,694.45	7		
8		387.48	401.01	414.56	428.07	8		
8		71,683.13	74,186.92	76,694.45	79,192.64	8		
9			414.56	428.07	441.61	9		
9			76,694.45	79,192.64	81,698.29	9		
10			428.07	441.61	455.14	10		
10			79,192.64	81,698.29	84,200.22	10		
11				455.14	468.69	11		
11				84,200.22	86,707.74	11		
12				468.69	482.22	12		
12				86,707.74	89,211.53	12		
13					495.75	13		
13					91,713.45	13		
14					514.32	14		
14					95,149.63	14		
16				482.22	0.00	16		
16				89,211.53	0.00	16		
18					528.21	18		
18					97,718.81	18		
20	Special Assignment Hourly Rates			495.75	0.00	20		
20	SWAP (X1/6 Hrs)		46.54	91,713.45	0.00	20		
22	Home & Hospital (B1/6 Hrs)		51.05		541.74	22		
22	Saturday School (B1/6 Hrs)		51.05		100,222.60	22		
24				509.27	0.00	24		
24				94,215.38	0.00	24		
26					555.31	26		
26					102,732.00	26		
30					568.98	30		
30					105,261.95	30		

OAK PARK UNIFIED SCHOOL DISTRICT

PERSONAL NECESSITY/EXHAUSTED SICK LEAVE/BEREAVEMENT REQUEST

Certificated Employee

Request for absence under this section will be granted only in the case of personal necessity requiring the immediate attention of the employee. Such absences are to be approved by the supervising administrator except in the case of emergency.

Personal Necessity Leave – An employee shall be entitled to Personal Necessity Leave as described in Article 14 of the certificated contract. Leave granted under this section shall be deducted from the employee's cumulative Personal Illness Leave entitlement. Under all circumstances of Personal Necessity Leave, a teacher shall verify in writing that the leave was used only for purposes as set forth in the contract. Personal Necessity Leave shall not be granted to extend a vacation or school holiday for recreational purposes.

I hereby request that _____ day(s) of Personal Necessity Leave be charged against my accumulated Personal Illness Leave. I will be absent on the following date (s) _____

The reason for this absence is:

A. Death or illness of any member of my immediate family.
B. Accident involving my person or property or the person or property of a member of may immediate family.
C. Imminent danger or threat of danger to my home.
D. Delay in returning to or arriving at work due to unavoidable circumstances.
E. Other important matters of personal necessity, including religious observances, which cannot be handled outside normal working hours.

Exhausted Sick/Personal Necessity/ Leave- If a unit member has exhausted all ten (10) accruable personal illness and injury days, the two (2) additional days and has no accumulated sick days, the District will allow a bargaining member upon request, up to eight (8) additional sick or personal necessity days to be paid at the difference between their daily rate of pay and the substitute pay.

I hereby request that _____ day(s) of Exhausted Sick or Personal Necessity Leave (circle one) be paid at the difference between my daily rate of pay and the substitute pay. I was/will be absent on the following date (s). _____

Bereavement Leave – An employee shall be entitled to Bereavement Leave in the event of death in the immediate family if used within two months of the event. Leave shall be for up to three (3) days or up to five (5) days if travel outside a 350-mile radius from the District office is required, to attend and/or arrange for a funeral. Bereavement Leave need not be taken in consecutive days. Leave may be granted after two months by the Assistant Superintendent of Human Resources if requested for a specific memorial event, and shall not be denied arbitrarily or capriciously. Bereavement Leave is not deducted from Personal Necessity Leave or Personal Illness Leave.

I hereby request _____ day(s) of Bereavement Leave beginning on _____

Relationship of deceased to employee_____

Employee's Signature _____ Work Location_____ Date_____

Approved ____Disapproved ____ Signature/Supervisor_____Date_____

Approved/Disapproved Copy Distribution To:

Payroll

Office Manager

Employee

OAK PARK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES
CERTIFICATED EVALUATION – GOAL SETTING

Employee: School Site:

Employment Status (Check One)

☐ Intern ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

☐ Request Extended Evaluation Cycle (must have completed ten years with the Oak Park Unified School District)

☐ Request Alternative Evaluation (must have completed five years with the Oak Park Unified School District)

School Year: Evaluator:

This verifies that the employee and the evaluator have met to discuss the Oak Park Unified School District Standards for the Teaching Profession (Standards) and that the employee has received a copy of the Standards. The following specific objectives have been discussed by the employee and evaluator and have been selected as a basis for the evaluation process for the current school year.

Standard	Objective	Action Plans for Achievement	Evidence of Achievement

The above objectives have been discussed and agreed upon by the employee and evaluator.

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

**In the event that the employee and the evaluator do not agree upon a particular objective, the wording of the objective, action plans, or evidence of achievement, the employee may request that the Superintendent or Superintendent's designee meet with the employee and the evaluator to facilitate a discussion of the objective(s) in question. The decision of the Superintendent or designee is final.*

OAK PARK UNIFIED SCHOOL DISTRICT

CLASSROOM OBSERVATION SUMMARY

Teacher Name: Observer:

Date of Observation: Observation Times:

Pre-lesson Conference Information

Lesson Observation

Effective Strategies

Areas for Growth

Evaluatee Date Evaluator Date

*Your signature indicates that you have read and received a copy of this document; it does not necessarily indicate agreement. The employee has the right to respond to this observation in a timely manner and to have this response included in the Personnel File. This observation will be placed in the teacher's Personnel File with the final evaluation.

APPENDIX C 3 – MID-TERM EVALUATION FORM

OAK PARK UNIFIED SCHOOL DISTRICT
Mid-Term Evaluation – Temporary and Probationary Teacher

Employee: Date:

Employment Status (Check One):
❑ Temp ❑ Probationary 1 ❑ Probationary 2
School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching.

Each statement is followed by a scale of one (1) to four (4). The number circled indicates the summative evaluation rating for that specific standard. A rating of two (2) for a probationary employee is considered acceptable and adequate. It is presumed that employees new to the profession and new to the District will have areas that require further growth and improvement.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.

2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)

3. Retain / Essential Attributes in Progress (or Satisfactory)

4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I	*Engaging & Supporting All Students In Learning*				
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals	1	2	3	4
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs	1	2	3	4
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice	1	2	3	4
1.4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	1	2	3	4
1.5	Promoting self-directed, reflective learning for all students	1	2	3	4
Standard 2	*Creating & Maintaining Effective Environments For Student Learning*				
2.1	Creating a physical environment that engages all students	1	2	3	4
2.2	Establishing a climate that promotes fairness and respect	1	2	3	4
2.3	Promoting social development and group responsibility	1	2	3	4
2.4	Establishing and maintaining standards for student behavior	1	2	3	4
2.5	Planning and implementing classroom procedures and routines that support student learning	1	2	3	4
2.6	Using instructional time effectively	1	2	3	4

Standard 3	*Understanding & Organizing Subject Matter for Student Learning*				
3.1	Demonstrating knowledge of subject matter content and student development	1	2	3	4
3.2	Organizing curriculum to support student understanding of subject matter	1	2	3	4
3.3	Integrating ideas and information within and across subject matter	1	2	3	4
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter	1	2	3	4
3.5	Using materials, resources, and technologies to make subject matter accessible to students	1	2	3	4
Standard 4	*Planning Instruction & Designing Learning Experiences For All Students*				
4.1	Drawing on and valuing students' backgrounds, interests and developmental learning needs	1	2	3	4
4.2	Establishing and articulating goals for student learning	1	2	3	4
4.3	Developing and sequencing instructional activities and materials for student learning	1	2	3	4
4.4	Designing short-term and long-term plans to foster student learning	1	2	3	4
4.5	Modifying instructional plans to adjust for student needs	1	2	3	4
Standard 5	*Assessing Student Learning*				
5.1	Establishing and communicating learning goals for all students	1	2	3	4
5.2	Collecting and using multiple sources of information to assess student learning	1	2	3	4
5.3	Involving and guiding all students in assessing their own learning	1	2	3	4
5.4	Using the results of assessments to guide instruction	1	2	3	4
5.5	Communicating with students, families, and other audiences about student progress	1	2	3	4
Standard 6	*Developing As A Professional Educator*				
6.1	Reflecting on teaching practice and planning professional development	1	2	3	4
6.2	Establishing professional goals and pursuing opportunities to grow professionally	1	2	3	4
6.3	Working with communities to improve professional practice	1	2	3	4
6.4	Working with families to improve professional practice	1	2	3	4
6.5	Working with colleagues to improve professional practice	1	2	3	4

Comments by evaluator regarding the above standards and essential attributes:

Comments by the employee:

Temporary and Probationary Teachers Overall Rating: _____

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____

Employee Date

_____ _____

Evaluator Date

Appendix C4 – FINAL EVALUATION – TEMPORARY AND PROBATIONARY

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Temporary and Probationary Teacher

Date: _____

Employee: Date:
Employment Status (Check One):
☐ Temp ☐ Probationary 1 ☐ Probationary 2
School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching.

Each statement is followed by a scale of one (1) to four (4). The number circled indicates the summative evaluation rating for that specific standard. A rating of two (2) for a probationary employee is considered acceptable and adequate. It is presumed that employees new to the profession and new to the District will have areas that require further growth and improvement.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.

2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)

3. Retain / Essential Attributes in Progress (or Satisfactory)

4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I	Engaging & Supporting All Students In Learning				
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals	1	2	3	4
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs	1	2	3	4
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice	1	2	3	4
1.4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	1	2	3	4
1.5	Promoting self-directed, reflective learning for all students	1	2	3	4
Standard 2	***Creating & Maintaining Effective Environments For Student Learning***				
2.1	Creating a physical environment that engages all students	1	2	3	4
2.2	Establishing a climate that promotes fairness and respect	1	2	3	4
2.3	Promoting social development and group responsibility	1	2	3	4
2.4	Establishing and maintaining standards for student behavior	1	2	3	4
2.5	Planning and implementing classroom procedures and routines that support student learning	1	2	3	4
2.6	Using instructional time effectively	1	2	3	4

Standard 3	***Understanding & Organizing Subject Matter for Student Learning***				
3.1	Demonstrating knowledge of subject matter content and student development	1	2	3	4
3.2	Organizing curriculum to support student understanding of subject matter	1	2	3	4
3.3	Integrating ideas and information within and across subject matter	1	2	3	4
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter	1	2	3	4
3.5	Using materials, resources, and technologies to make subject matter accessible to students	1	2	3	4
Standard 4	***Planning Instruction & Designing Learning Experiences For All Students***				
4.1	Drawing on and valuing students' backgrounds, interests and developmental learning needs	1	2	3	4
4.2	Establishing and articulating goals for student learning	1	2	3	4
4.3	Developing and sequencing instructional activities and materials for student learning	1	2	3	4
4.4	Designing short-term and long-term plans to foster student learning	1	2	3	4
4.5	Modifying instructional plans to adjust for student needs	1	2	3	4
Standard 5	***Assessing Student Learning***				
5.1	Establishing and communicating learning goals for all students	1	2	3	4
5.2	Collecting and using multiple sources of information to assess student learning	1	2	3	4
5.3	Involving and guiding all students in assessing their own learning	1	2	3	4
5.4	Using the results of assessments to guide instruction	1	2	3	4
5.5	Communicating with students, families, and other audiences about student progress	1	2	3	4
Standard 6	***Developing As A Professional Educator***				
6.1	Reflecting on teaching practice and planning professional development	1	2	3	4
6.2	Establishing professional goals and pursuing opportunities to grow professionally	1	2	3	4
6.3	Working with communities to improve professional practice	1	2	3	4
6.4	Working with families to improve professional practice	1	2	3	4
6.5	Working with colleagues to improve professional practice	1	2	3	4

Comments by evaluator regarding the above standards and essential attributes:

Comments by the employee:

Temporary and Probationary Teachers Overall Rating: _____

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____
Employee Date

_____ _____
Evaluator Date

Appendix C5 – FINAL EVALUATION – PERMANENT TEACHER

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Permanent Teacher
Standard 1

Date: _____

Employee: Date:
Employment Status: Permanent Teacher
School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching. The Selected Focus Standard will be rated on a scale of one (1) to four (4). The number placed in the box for **Standard 1** reflects the summative evaluation rating for that specific standard. All other Standards will be rated as either Satisfactory or Unsatisfactory.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.
2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)
3. Retain / Essential Attributes in Progress (or Satisfactory)
4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I	***Engaging & Supporting All Students In Learning***				
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals	1	2	3	4
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs	1	2	3	4
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice	1	2	3	4
1.4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	1	2	3	4
1.5	Promoting self-directed, reflective learning for all students	1	2	3	4

Comments:

Standard 2	***Creating & Maintaining Effective Environments For Student Learning***
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
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

Comments:	
Standard 3 Understanding & Organizing Subject matter for Student Learning	
3.1	Demonstrating knowledge of subject matter content and student development
3.2	Organizing curriculum to support student understanding of subject matter
3.3	Integrating ideas and information within and across subject matter
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
Comments:	
Standard 4 Planning Instruction & Designing Learning Experiences for All Students	
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
Comments:	
Standard 5 Assessing Student Learning	
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

Comments:	
Standard 6	***Developing As A Professional Educator***
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
Comments:	

Comments by the employee:

Teacher's rating for Standard 1 _____

Teacher's rating for Standards 2-6: 2____ 3____ 4____ 5____ 6____
(Mark either **S** (Satisfactory) or **U** (Unsatisfactory)

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____
Employee Date

_____ _____
Evaluator Date

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Permanent Teacher
Standard 2

Employee: Date:

Employment Status: Permanent Teacher

School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching. The Selected Focus Standard will be rated on a scale of one (1) to four (4). The number placed in the box for **Standard 2** reflects the summative evaluation rating for that specific standard. All other Standards will be rated as either Satisfactory or Unsatisfactory.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.
2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)
3. Retain / Essential Attributes in Progress (or Satisfactory)
4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I Engaging & Supporting All Students In Learning	
1.1 Connecting students' prior knowledge, life experience, and interests with learning goal	
1.2 Using a variety of instructional strategies and resources to respond to students' 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	
Comments:	

Standard 2 - Creating & Maintaining Effective Environments For Student Learning					
2.1	Creating a physical environment that engages all students	1	2	3	4
2.2	Establishing a climate that promotes fairness and respect	1	2	3	4
2.3	Promoting social development and group responsibility	1	2	3	4
2.4	Establishing and maintaining standards for student behavior	1	2	3	4
2.5	Planning and implementing classroom procedures and routines that support student learning	1	2	3	4
2.6	Using instructional time effectively	1	2	3	4

Comments:	
Standard 3	***Understanding & Organizing Subject matter for Student Learning***
3.1	Demonstrating knowledge of subject matter content and student development
3.2	Organizing curriculum to support student understanding of subject matter
3.3	Integrating ideas and information within and across subject matter
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
Comments:	
Standard 4	***Planning Instruction & Designing Learning Experiences for All Students***
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
Comments:	
Standard 5	***Assessing Student Learning***
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

Comments:

Standard 6	*Developing As A Professional Educator*
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
Comments:	

Comments by the employee:

Teacher's rating for Standard 2 _____

Teacher's rating for Standards 1 and 3-6: 1____ 3____ 4____ 5____ 6____
(Mark either **S** (Satisfactory) or **U** (Unsatisfactory)

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____
Employee Date

_____ _____
Evaluator Date

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Permanent Teacher
Standard 3

Employee: Date:

Employment Status: Permanent Teacher

School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching. The Selected Focus Standard will be rated on a scale of one (1) to four (4). The number placed in the box for **Standard 3** reflects the summative evaluation rating for that specific standard. All other Standards will be rated as either Satisfactory or Unsatisfactory.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.
2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)
3. Retain / Essential Attributes in Progress (or Satisfactory)
4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I Engaging & Supporting All Students In Learning	
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals
1.2	Using a variety of instructional strategies and resources to respond to students' 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
Comments:	

Standard 2 Creating & Maintaining Effective Environments for Student Learning	
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
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
Comments:	

Standard 3	*Understanding & Organizing Subject Matter for Student Learning*				
3.1	Demonstrating knowledge of subject matter content and student development	1	2	3	4
3.2	Organizing curriculum to support student understanding of subject matter	1	2	3	4
3.3	Integrating ideas and information within and across subject matter	1	2	3	4
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter	1	2	3	4
3.5	Using materials, resources, and technologies to make subject matter accessible to students	1	2	3	4

Comments:

Standard 4	*Planning Instruction & Designing Learning Experiences for All Students*
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

Comments:

Standard 5	*Assessing Student Learning*
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

Comments:

Standard 6	*Developing As A Professional Educator*
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

Comments:

Comments by the employee:

Teacher's rating for Standard 3 _____

Teacher's rating for Standards 1-2 & 4-6: 1____ 2____ 4____ 5____ 6____
(Mark either **S** (Satisfactory) or **U** (Unsatisfactory)

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____
Employee Date

_____ _____
Evaluator Date

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Permanent Teacher
Standard 4

Employee: Date:
Employment Status: Permanent Teacher
School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching. The Selected Focus Standard will be rated on a scale of one (1) to four (4). The number placed in the box for **Standard 4** reflects the summative evaluation rating for that specific standard. All other Standards will be rated as either Satisfactory or Unsatisfactory.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.
2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)
3. Retain / Essential Attributes in Progress (or Satisfactory)
4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I	***Engaging & Supporting All Students In Learning***	
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals	
1.2	Using a variety of instructional strategies and resources to respond to students' 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	
Comments:		
Standard 2	***Creating & Maintaining Effective Environments For Student Learning***	
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	
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	

Comments:

Standard 3 Understanding & Organizing Subject matter for Student Learning	
3.1 Demonstrating knowledge of subject matter content and student development	
3.2 Organizing curriculum to support student understanding of subject matter	
3.3 Integrating ideas and information within and across subject matter	
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	

Comments:

Standard 4 Planning Instruction & Designing Learning Experiences for All Students				
4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs	1	2	3	4
4.2 Establishing and articulating goals for student learning	1	2	3	4
4.3 Developing and sequencing instructional activities and materials for student learning	1	2	3	4
4.4 Designing short-term and long-term plans to foster student learning	1	2	3	4
4.5 Modifying instructional plans to adjust for student needs	1	2	3	4

Comments:

Standard 5	***Assessing Student Learning***
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.
Comments:	

Standard 6	***Developing As A Professional Educator***
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
Comments:	

Comments by the employee:

Teacher's rating for Standard 4 _____

Teacher's rating for Standards 1-3 & 5-6: 1____ 2____ 3____ 5____ 6____
(Mark either **S** (Satisfactory) or **U** (Unsatisfactory)

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

Employee	Date
Evaluator	Date

OAK PARK UNIFIED SCHOOL DISTRICT
Final Evaluation – Permanent Teacher
Standard 5

Employee: Date:
Employment Status: Permanent Teacher
School Site: Evaluator:

The following evaluative statements are taken verbatim from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Oak Park Unified School District for effective teaching. The Selected Focus Standard will be rated on a scale of one (1) to four (4). The number placed in the box for **Standard 5** reflects the summative evaluation rating for that specific standard. All other Standards will be rated as either Satisfactory or Unsatisfactory.

1. Unsatisfactory: Improvement Required. Continued employment to be considered following successful meeting of improvement plan criteria. Specific comments regarding areas of deficiency are attached.
2. Retain / Improvement Needed / Following Improvement Plan (or Needs to Improve)
3. Retain / Essential Attributes in Progress (or Satisfactory)
4. Retain / Essential Attributes Met (or Demonstrates the Standard)

Standard I	***Engaging & Supporting All Students In Learning***
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals
1.2	Using a variety of instructional strategies and resources to respond to students' 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
Comments:	

Standard 2	***Creating & Maintaining Effective Environments For Student Learning***
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
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

Comments:

Standard 3	*Understanding & Organizing Subject matter for Student Learning*
3.1	Demonstrating knowledge of subject matter content and student development
3.2	Organizing curriculum to support student understanding of subject matter
3.3	Integrating ideas and information within and across subject matter
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

Comments:

Standard 4	*Planning Instruction & Designing Learning Experiences for All Students*
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

Comments:

Standard 5	*Assessing Student Learning*				
5.1	Establishing and communicating learning goals for all students	1	2	3	4
5.2	Collecting and using multiple sources of information to assess student learning	1	2	3	4
5.3	Involving and guiding all students in assessing their own learning	1	2	3	4
5.4	Using the results of assessments to guide instruction	1	2	3	4
5.5	Communicating with students, families, and other audiences about student progress.	1	2	3	4

Comments:

Standard 6	*Developing As A Professional Educator*
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

Comments:

Comments by the employee:

Teacher's rating for Standard 5 _____

Teacher's rating for Standards 1-4 & 6: 1____ 2____ 3____ 4____ 6____
(Mark either **S** (Satisfactory) or **U** (Unsatisfactory)

The employee's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File. This evaluation will be placed in the teacher's Personnel File within ten days of the signing.

_____ _____
Employee Date

_____ _____
Evaluator Date

MEMORANDA OF UNDERSTANDING

The following Memoranda of Understanding are for information only and are not intended to be part of the District and OPTA Collective Bargaining Agreement.

March 2021

Brookside Elementary School
Banking Student Instructional Time In Order to Add Time for Collaboration, Instructional Planning & Conferences
A Proposal for 2021-2022

All class period times contained within the Elementary and MCMS variances, which are subject to the Elementary and Secondary MOU's, are not in force while OPUSD is on Distance Learning or Hybrid Learning

This proposal has been developed and discussed by the Brookside Elementary School Instructional Leadership Team, teaching staff, and principal. According to the OPTA/OPUSD Agreement, this constitutes a variance and the teachers at Brookside must approve this by a vote of 75% positive. If so approved, the plan is implemented in the fall of 2022.

In recognition of the professionalism of all participants, the provisions are as follows:
Banking time within the **instruction day** will **add planning time for teachers** as outlined in the attached schedule.

1. The day will be Wednesday each week.
2. The goals of this plan are to further:

v Differentiated Instruction
- Ø Intervention
- Ø Remediation
- Ø Extension
- Ø Acceleration

v Fluid and Flexible Grouping
v Data Analysis (interim assessment date, student work, etc.)
v Cross Grade Level Collaboration
v Curriculum planning

3. The minimum day afternoons each month will be scheduled as follows:

1st Wed. of the month; Grade level collaboration
2nd Wed. of the month; Individual and/or Group Planning-group planning should be mutually agreed upon by all teachers at grade level by a simple majority.
3rd Wed of the month: Individual and/or Group Planning-group planning should be mutually agreed upon by all teachers at grade level by a simple majority.
4th Wed of the month; Regular monthly staff meeting from 1:30-3:00
*Nov. and Dec. staff meeting will be TBD as well as any other staff meeting that fall on non-school days.
* This schedule shall not be changed unless approved by a simple majority of teachers.

4. On minimum days the professional responsibilities of teachers will end at the same time as on a full instructional day.

The section titled "Working Hours Defined" in Article 11 of the OPTA Contract states the following: ***Teachers, and other bargaining unit members, as professional, observe professional working hours. Teachers will be on site at least fifteen (15) minutes prior to the start of the student day and shall be available at those sites after school so as to provide reasonable time to meet with parents and to assist students.***

During fall and spring conference weeks, teachers may develop a schedule that meets their needs as well as the needs of parents. No staff, leadership, or IEP meetings will be scheduled during conference weeks. Teachers may leave campus when their professional responsibilities are finished.

5. **Minimum day afternoons** will **NOT** be used for staff development unless so requested or approved by the teachers. Approval will be 51%.
6. Teachers have a 45-minute lunch period on minimum days. Leaving campus is acceptable within that time frame.
7. The following days are **Special Minimum Days**; teachers are not expected to remain on campus after students are dismissed:

***The last day prior to Winter Break Friday, 12/22/2021**
***Friday, March 11, 2022**
***The last day of school, Friday 5/27/2022**

GRADES 1 – 3 SCHEDULE

Grades 1-3 **Regular Day Schedule** 8:20—2:30

8:20-10:10	110 minutes
10:10-10:30	recess
10:30-12:00	90 minutes
12:00-12:45	lunch
12:45-2:30	105 minutes

Instructional Minutes = 305

Early Release Wednesday Schedule Grades 1-3

8:20-10:10	110 minutes
10:10-10:30	recess
10:30-12:40	130 minutes

Instructional Minutes = 240

Early Release Wednesdays 12:40 Dismissal
Minimum Day Schedule 12:15 Dismissal: (13 days. 10 conferences and 3 Special Days)

ANNUAL INSTRUCTIONAL MINUTES FOR 2020-2021 – PRIMARY GRADES

305 x 133 days = 40,565
240 x 34 days = 8,160
215 x 13 days = 2,795 (conf. and special min days)

GRADES 4 & 5 SCHEDULE

Grades 4-5 **Regular Day Schedule** 8:20—2:56

8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:30 95 minutes
12:30-1:15 lunch
1:15-2:56 101 minutes

Instructional Minutes = 331

Early Release Wednesday Schedule Grades 4-5

8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:40 105 minutes

Instructional Minutes = 240

Early Release Wednesday Schedule 12:40 Dismissal
Minimum Day Schedule 12:15 Dismissal - (13 days. 10 conferences and 3 Special Days)

ANNUAL INSTRUCTIONAL MINUTES FOR 2020-2021 – UPPER GRADES

331 x 133 days = 44,023
240 x 34 days = 8,160
215 x 13 days = 2,795

This proposal has been approved by OPTA and District Administrators. It will remain in effect for the 2020-2021 school year without change. Teachers will vote again in March 2022.

Approved:

4/29/21

Anthony W. Knight Date:
Superintendent

4.29.2021

Russ Peters Date:
President

March 2021

Oak Hills Elementary School
Banking Student Instructional Time In Order to Add Time for Collaboration, Instructional Planning & Conferences
A Proposal for 2021 – 2022

All class period times contained within the Elementary and MCMS variances, which are subject to the Elementary and Secondary MOU's, are not in force while OPUSD is on Distance Learning or Hybrid Learning

This proposal has been developed and discussed by the Oak Hills Elementary School Instructional Leadership Team, teaching staff, and principal. According to the OPTA/OPUSD Agreement, this constitutes a variance and the teachers at Oak Hills must approve this by a vote of 75% positive. If so approved, the plan is implemented in the 2020~2021 school year.

In recognition of the professionalism of all participants, the provisions are as follows: Banking time within the **instruction day** will **add planning time for teachers** as outlined in the attached schedule.

1. The day will be Friday each week.
2. The goals of this plan are to further:
   - Differentiated Instruction
     - Intervention
     - Remediation
     - Extension
     - Acceleration
   - Fluid and Flexible Grouping
   - Data Analysis (interim assessment data, student work, etc.)
   - Cross Grade Level Collaboration
   - Curriculum planning
3. The minimum day afternoons each month will be scheduled as follows:

1st Week	Grade level collaboration
2nd Week	Regular monthly staff meeting from 1:30-3:00
3rd Week	Individual and/or Group Planning-group planning should be mutually agreed upon by all teachers at grade level by a simple majority.
4th Week	Individual and/or Group Planning-group planning should be mutually agreed upon by all teachers at grade level by a simple majority.

This schedule shall not be changed unless approved by a simple majority of teachers.

4. On minimum days the professional responsibilities of teachers will end at the same time as on a full instructional day.

The section titled "Working Hours Defined" in Article 11 of the OPTA Contract states the following: ***Teachers, and other bargaining unit members, as professional, observe professional working hours. Teachers will be on site at least fifteen (15) minutes prior to the start of the student day and shall be available at those sites after school so as to provide reasonable time to meet with parents and to assist students.***

During fall and spring conference weeks teachers may develop a schedule that meets their needs as well as the needs of parents. No staff, leadership, or IEP meetings will be scheduled during conference weeks.

Teachers may leave campus when their professional responsibilities are finished.

5. **Minimum day afternoons** will **NOT** be used for staff development unless so requested or approved by the teachers. Approval will be 51%.
6. Teachers have a 45-minute lunch period on minimum days. Leaving campus is acceptable within that time frame.
7. The following days are **Special Minimum Days**; teachers are not expected to remain on campus after students are dismissed:
   *Last day of school 5/27/2022 12:00 PM Dismissal

GRADES 1 – 3 SCHEDULE

Regular Day Schedule – Grades 1-3 8:20 - 2:30
8:20-10:10 105 minutes
10:10-10:30 recess
10:30-12:00 90 minutes
12:00-12:45 lunch
12:45-2:30 110 minutes
Instructional Minutes = 305

Collaboration Friday Schedule – Grades 1-3 8:20 – 12:40
8:20-10:10 105 minutes
10:10-10:30 recess
10:30-12:40 135 minutes
Instructional Minutes = 240

Conference Day Schedule – Grades 1-3 8:20 – 12:15
8:20-10:10 110 minutes
10:10-10:30 recess
10:30-12:15 105 minutes
Instructional Minutes = 215

Special Minimum Day – Grades 1-3 8:20 – 12:15
8:20-10:10 110 minutes
10:10-10:30 recess
10:30-12:15 110 minutes
Instructional Minutes = 215

ANNUAL INSTRUCTIONAL MINUTES FOR PRIMARY GRADES

Lower Grades				
Aug-May - Regular days 8:20 - 2:30 pm	305	x	134	40870
Aug-May - Conference days (12:15 pm dismissal)	215	x	10	2150
Aug-May - Collaboration Fridays (12:40 pm dismissal)	240	x	34	8160
November 4, 2021 (12:15 pm dismissal) Special Min. Day	215	x	1	215
Last Day of School 5/27/2022 (12:00 pm dismissal)	200	x	1	200
			180	**51595**

Total Primary Instructional Minutes 51,595
Required Instructional Minutes 51,500

GRADES 4 & 5 SCHEDULE

Regular Day Schedule - Grades 4-5 8:20 – 2:56
8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:30 95 minutes
12:30-1:15 lunch
1:15-2:56 106 minutes
Instructional Minutes = 331

Collaboration Friday Schedule – Grades 4-5 8:20 – 12:40
8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:40 105 minutes
Instructional Minutes = 240

Conference Day Schedule – Grades 4-5 8:20 – 12:15
8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:15 80 minutes
Instructional Minutes = 215

Special Minimum Day – Grades 4-5 8:20 – 12:15
8:20-10:35 135 minutes
10:35-10:55 recess
10:55-12:15 80 minutes
Instructional Minutes = 215

ANNUAL INSTRUCTIONAL MINUTES FOR UPPER GRADES

Upper Grades				
Aug-May - Regular days 8:20 - 2:56 pm	331	x	134	44354
Aug-May - Conference days (12:15 pm dismissal)	215	x	10	2150
Aug-May - Collaboration Fridays (12:40 pm dismissal)	240	x	34	8160
November 4, 2021 (12:15 pm dismissal) Special Min. Day	215	x	1	215
Last Day of School 5/27/2022 (12:00 pm dismissal)	200	x	1	200
			180	**55079**

Total Upper Instructional Minutes 55,094
Required Instructional Minutes 55,020

This proposal has been approved by OPTA and District Administrators. It will remain in effect for the 2021-2022 school year without change. Teachers will vote again in March 2022.

Approved: 4/29/21
Anthony W. Knight Date:
Superintendent

9-29-2021
Russ Peters Date:
President

March 5, 2021

Red Oak Elementary School
Banking Student Instructional Time In Order to Add Time for Collaboration, Instructional Planning & Conferences 2021-2022 Proposal

Members of the Red Oak Elementary School Instructional Leadership Team, OPTA site representatives, teaching staff, and Principal Stacy LaFrenz developed and discussed this proposal. According to the OPTA/OPUSD agreement, this constitutes a variance. Red Oak teachers must approve this by a 75% positive vote. If so approved, the plan will be implemented during the 2021-22 school year.

In recognition of the professionalism of all participants, the provisions are as follows:

Banking Time **within the instruction day** will add **planning time for teachers** as outlined in the attached schedule.

1. The day will be Wednesday during each week.

2. The goals of this plan include:
   a. Differentiated Instruction
      i. Intervention
      ii. Remediation
      iii. Extension
      iv. Acceleration
   b. Fluid and Flexible Grouping
   c. Data Analysis (interim assessment data, student work, etc.)
   d. Cross Grade Level Collaboration
   e. Curriculum Planning

3. During each month of the 2021-2022 school year, the minimum day afternoons will be scheduled as follows:

   a. 3rd week Regular monthly staff meeting 1:30-2:45. Regular monthly staff meetings will not extend beyond 2:45 p.m. unless a majority of staff members present vote to do so.
   b. 2nd week Grade level collaboration and planning.
   c. 1st week Individual and/or Group planning – group planning should be mutually agreed upon by all teachers at grade level by a simple majority vote.
   d. 4th week Individual and/or Group planning – group planning should be mutually agreed upon by all teachers at grade level by a simple majority vote.

This schedule will remain unchanged unless any suggested one-time revision is approved by a simple majority vote of all ROES teachers.

4. On collaborative minimum days the professional responsibilities of teachers will end at the same time as on a full instructional day.

Article 11 ("Working Hours Defined") of the OPTA Contract states the following: Teachers and other bargaining unit members, as professionals, observe professional working hours. Teachers will be on-site at least fifteen (15) minutes prior to the start of the student day and shall be available at those sites after school so as to provide reasonable time to meet with parents and to assist students.

During fall and spring conference weeks teachers may develop a schedule that meets their needs as well as the needs of parents. Teachers may leave campus when their professional responsibilities are finished.

5. **Minimum day afternoons** will **NOT** be used for staff development unless so requested or approved by teachers. Approval requires a 51% vote.

6. Teachers have a 45-minute lunch period on minimum days. Leaving campus during that time frame is acceptable.

7. The following days are **Special Minimum Days**. Teachers are not expected to remain on campus after students are dismissed.

A. Wednesday, December 22, 2021
B. Friday, April 8, 2022
C. Friday, May 27, 2022

8. This time variance will be in effect for one year. ROES teachers will vote again in March 2022.

9. All class period times contained within the Elementary and MCMS variances, which are subject to the Elementary and Secondary MOU's, are not in force while OPUSD is on Distance Learning or Hybrid Learning.

Both OPTA and OPUSD Administrators have approved this proposal. This proposal will remain in effect throughout the 2021-2022 school year without change.

4/29/21

Dr. Anthony Knight **Date**
Superintendent – OPUSD

4.29.2021

Russell Peters **Date**
President - OPTA

Medea Creek Middle School Variance for the 2021-22 School Year

This proposal has been developed and discussed by the Medea Creek Middle School leadership team, teaching staff and principal. According to the OPTA/OPUSD Agreement, this proposal constitutes a variance, and the teachers at Medea Creek must approve this by a vote of 75% positive.

Variance:

MCMS will start at 8:23 instead of 8:25, which extends each day by 2 minutes. These extra minutes of work will be "banked" and used to take three minimum days ending at 12:35. Teachers must continue to "be on site at least (15) minutes prior to the start of the student day and shall be available at those sites before and after school so as to provide reasonable time to meet with parents and to assist student," as currently stated in Article 11 of the Oak Park Unified School District and Oak Park Teachers Association Contract. One of the three minimum days will be taken the day before winter break. The other two minimum days will be taken at the end of the school year.

All class period times contained within the Elementary and MCMS variances, which are subject to the Elementary and Secondary MOU's, are not in force while OPUSD is on Distance Learning or Hybrid Learning

OPTA and District Administrators have approved this proposal. It will be in affect for the 2021-22 school year.

Approved:

4/29/21

Dr. Anthony Knight Date:
Superintendent

4.29.2021

Russell Peters Date:
OPTA President

OAK PARK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Between
Oak Park Teachers Association and Oak Park Unified School District
July 1, 2020– May 27, 2021

KINDERGARTEN EXTENDED DAY

The Oak Park Unified School District and the Oak Park Teachers Association agree to the following provisions regarding the structure and support of the Discovery Kindergarten and Regular Kindergarten Classes.

- The Discovery Kindergarten (DK) instructional day will be 4 hours long. There will be a 20-minute duty-free recess break for Discovery K teachers during this time as per our existing OPTA Agreement.
- The Regular K instructional day will be 5 hours long for 4 days per week and 4 hours long one day per week. In addition to the 20-minute duty-free recess break, there will also be a duty-free lunch period of no less than 30 minutes as per the existing OPTA Agreement.
- The K day shall be 4 hours long for the first four full student days of school. The K day shall be 5 hours long beginning with the second calendar week of school.
- Discovery and Regular K teachers will be responsible for planning developmentally appropriate, engaging lessons for their students. Due to the age of the children and the need for extensive hands-on activities that must be planned and prepared for, K teachers will not be required to provide assistance to other teachers or classes throughout the school, nor will they be required to fulfill other duties in the school office. K teachers could be asked to provide supervision of a class in an emergency situation during this preparation time. Article 9.4 in the teacher's agreement will apply in these cases.
- To provide teachers with the time necessary to assess students, prior to each reporting period each site will calendar 4 extra 4 hour long days (12 days total).
- The District will provide one aide for every two Discovery K classes to assist Discovery K teachers with the instruction of language arts for the duration of this MOU.

This Memorandum of Understanding will supersede the previous Kindergarten Extended Day Memorandum of Understanding dated July 1, 2019 – May 22, 2020 and will expire at the end of the 2020-2021 school year, unless extended by mutual written agreement of the parties.

Approved:

Brandie Pryor, OPTA Negotiations Chair	11-16-2020 Date
Russ Peters, OPTA President	11-16-2020 Date
Stew McGugan, OPUSD Negotiations Chair	11/17/2020 Date
Tony Knight, Ed.D., Superintendent	11/13/2020 Date

Oak Park Unified School District
2005 Kindergarten Committee Recommendations and Rationale

- K will be a 4-hour program from the first day of school until Winter Vacation.
- Upon return from Winter Vacation it will be a 5-hour program.
- The schedule will vary at each school depending on whether the school is on a banking time schedule. In other words, it may start at 8:30 at OHES and earlier at the other two schools. Dismissal would be exactly 5 hours after the start time.
- It will be for 4 days a week only. At BES and ROHS K children will be dismissed with the other students on Wednesdays. At Oak Hills, there will be one day that will be an early release.
- The District will provide one 3.75 hour aide for each elementary school to service K language arts instruction. This will be for the whole year. The aides will rotate among the classes at each school.
- We will develop an MOU with OPTA where the K teachers duties beyond the instruction of their own students is defined and uniform throughout the District.
- The main rationale for the change is to create a more developmentally appropriate Kindergarten experience for all of our students. Children need time to play together, build with blocks, explore new ideas, take field trips, etc. This extension of the day is not designed to cram more academics into the program.
- There will be a 45-minute lunch break for the children. OPUSD Child Nutrition Services will service these students. This time will be duty-free for teachers as per the contract.

I am excited to bring you the recommendations of the committee. This proposal represents compromise but more than that, I feel that it really will result in an absolutely superior program for our K students from now on. The committee endorsed the proposal unanimously with the exception of one parent representing parents who do not want to see the day extended by any length of time at all. I believe in the end, that even these parents will find it difficult to argue with the proposal as it clearly demonstrates that their point of view has been taken into consideration. We otherwise might be looking at a 6-hour day all year long, which I think was their main fear. I think reason has prevailed and we have something that most people should be able to support.

Memorandum of Understanding
Between OPUSD and OPTA Regarding
Retirement Incentive for the 2020-2021 School Year
Under Article 26

Whereas the Oak Park Unified School District ("District") desires to recognize the contributions of longtime employees of the District, minimize reduction of newly hired staff and promote the cost savings that can potentially support future compensation increases, the following retirement incentive is agreed to for the 2020-2021 school year.

1. Eligibility requirement for participating in the retirement incentive:
   a. Bargaining unit members must have attained the age of 55 by June 30, 2021.
   b. Bargaining unit members must retire from the California Retirement System.
   c. Bargaining unit members must have served a minimum of twelve (12) years of permanent employment with the Oak Park Unified School District.
   d. Bargaining unit members must commit to retirement, and inform the District of their decision to retire no later than February 6, 2021.

2. Retirement Incentive for the 2020-2021 school year:
   a. Eligible permanent bargaining unit members may elect either a one-time cash incentive of thirty thousand dollars ($30,000), or
   b. A single HMO health benefits package, including vision and dental (at the District's prevailing rate for retirees), not to exceed twelve thousand dollars ($12,000) annually, for up to five years, or until the retiree reaches his/her 65th birthday, whichever occurs first.

3. If an eligible permanent bargaining unit member selects the single HMO, vision, and dental benefits package, the amount of the premium for single health coverage (not to exceed $12,000) will be paid by the District for up to five (5) years, or until the retiree attains the age of 65.

4. An eligible permanent bargaining unit member may elect to use the single HMO incentive as credit to either a dual or family plan (including any PPO plan offered by the District), with any additional premium cost for such coverage being paid for by the retiree.

5. Eligible permanent part-time bargaining unit members will receive a pro-rated amount of the cash incentive, or the single HMO incentive based on their full-time equivalency percentage at the time of their retirement.

Approved:

Brandie Bryor, OPTA Negotiations Chair	12/18/2020 Date
Russ Peters, OPTA President	12-18-2020 Date
Stew McGugan, OPUSD Negotiations Chair	12/18/2020 Date
Tony Knight, Ed.D., Superintendent	12/18/2020 Date