

NEGOTIATED AGREEMENT

Between

OAKLEY UNION TEACHERS'
ASSOCIATION

and

OAKLEY UNION
ELEMENTARY SCHOOL
DISTRICT

JULY 1, 2023 - JUNE 30, 2026

BOARD APPROVED
June 28, 2023

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ARTICLE 1: AGREEMENT; DURATION OF AGREEMENT; REOPENERS

1. This Collective Bargaining Agreement is made and entered into by and between the Board of Education of the Oakley Union Elementary School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the ("District") and the Oakley Union Teachers Association, CTA/NEA, ("Association") the certificated employee's exclusive representative.
2. The articles and provisions in this agreement constitute a bilateral and binding agreement ("Agreement") by and between the District and the Association.
3. This Agreement shall remain in full force and effect from ratification until June 30, 2026.
4. Reopeners:
For 2023-2024, reopeners shall be salary, benefits, articles mentioned to revisit in TA, and three articles of each party's choice.
For 2024-2025, reopeners shall be salary, benefits, and three articles of each party's choice.
For 2025-2026, reopeners shall be salary, benefits, and three articles of each party's choice.

ARTICLE 2: RECOGNITION

The District recognizes the Association as the exclusive representative designated by teachers for purposes of collective bargaining. As designated exclusive representative, the Association shall represent certificated personnel engaged in full or part-time teaching under contract with the District, including the following: General Education Classroom Teachers, Teachers on Special Assignment, Instructional Support Providers, Instructional Support Service Coordinators, Speech and Language Pathologists, and Counselors.

ARTICLE 3: DEFINITIONS

1. The term "unit member" refers to any professional employee who is in the bargaining unit as defined in Article 2 above and who is covered by this Agreement.
2. The term "teacher" refers to a unit member assigned to a classroom position.
3. A "pilot" is a temporary program concluding on a specific date. Both parties will meet at least 30 days prior to termination date to decide whether to extend or revise the

pilot. Upon mutual agreement, the pilot will become contractual.

4. The "end of the instructional day" is defined as the latest dismissal time at a school, excluding Kindergarten.
5. "Prep" is preparation time provided during the instructional day when teachers are not responsible for student instruction or supervision and is used for self-determined duties, including occasional meetings required to address student needs.
6. A "day" is any day that a District school is open.

ARTICLE 4: NEGOTIATIONS PROCEDURES

1. No later than October 1 of the school year in which this Collective Bargaining Agreement expires, the Association shall present in writing its proposals to reopen negotiations. Proposals shall be presented to the District at an open public meeting. The District will respond within thirty (30) calendar days.
2. Negotiation dates shall be mutually scheduled.
3. The District agrees to release members of the Association from their scheduled duties to serve on the Association's bargaining team without loss of pay or benefits. It shall be understood negotiations are normally scheduled for a full work day, at minimum, and substitutes shall be compensated entirely at District expense. The District and Association may employ, at their sole discretion, consultants to assist in the negotiations process. It is expressly understood for negotiations scheduled during the regular work day that neither negotiating team shall exceed six (6) individuals not including any temporary consultants, and shall at all times include at least four (4) unit members. Any of the above restrictions may be waived by mutual consent.
4. District agrees to provide the Association with the placement of all unit members on the negotiated salary schedule when requested.
5. The Association and the District shall share the cost of printing the Collective Bargaining Agreement, after the settlement of a successor agreement.
6. The District shall maintain the current and updated Collective Bargaining Agreement on the District's website within a reasonable amount of time.

ARTICLE 5: ACADEMIC FREEDOM

1. All instruction shall be fair, accurate, objective, and appropriate to the age and maturity

of the student(s) and sensitive to the community needs. Academic freedom is essential and the District acknowledges the fundamental need to protect unit members from any censorship, which might interfere with the performance to their teaching functions.

2. A unit member shall have reasonable freedom in classroom presentations and discussion and may introduce appropriate political, religious or otherwise controversial material relevant to course content.
3. In performing teaching functions, unit members shall have reasonable freedom to express their opinions in an objective manner. Unit members shall not utilize their positions to indoctrinate students with their own personal, political, and/or religious views.
4. Unit members shall be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors, within the protections and constraints of this article.

ARTICLE 6: ASSOCIATION RIGHTS AND ORGANIZATIONAL SECURITY

1. The Association has the right under the EERA to represent bargaining unit members in their employment relations with the District. Nothing in the Agreement shall be construed as a waiver of such rights.
2. The Association shall have the privilege of using school buildings and facilities at all reasonable times for Association business, except during work hours and excluding partisan political activities, as per Ed Code 7054, and fund raising when such use does not interfere with District business.
3. The Association shall have the right to post notices of activities and materials of organizational concern on Association bulletin boards, one of which shall be provided in each school in an area frequented by teachers. The Association may use District mail services, employee mailboxes, and electronic mail service for Association communications to unit members so long as these District resources are not used for political purposes, as prohibited by Education Code section 7054.
4. Dues Deduction
 - a. Any unit member who is a member of the OUTA/CTA/NEA or who has applied for

membership may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months beginning with the September paycheck each year. Monthly deductions for unit members who sign such authorization after the commencement of the school year shall be for that portion of the year for which they are members.

- b. The District shall deduct other voluntary payments to OUTA/CTA/NEA as authorized by unit members and the Association.
5. The Association shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for members of the bargaining unit. The District shall, upon appropriate written authorization from any employee in the unit, deduct and make appropriate remittance to CTA for dues and service fees or other voluntary payments to OUTA/CTA/NEA as authorized by unit members and the Association.
 6. The governing board shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than to the governing board. The employee organization shall be responsible for processing these requests. The governing board shall rely on information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the public school employer for any claims made by the employee for deductions made in reliance on that information.
 7. The District shall not deter or discourage public employees or applicants to be public employees from becoming or remaining members of an employee organization, or from authorizing representation by an employee organization, or from authorizing dues or fee deductions to an employee organization. This declaratory of existing law.
 8. The Association agrees to indemnify and hold the District harmless from any and all claims, demands or suits or any other action arising from the provisions above. The Association shall have the exclusive right to decide and determine whether any such proceeding shall or shall not be compromised, resisted, defended, tried or appealed. If any authorized representative of the Association desires to transact business on

school premises, he shall first report to the school office. The transaction of Association business shall not take place at all reasonable times so long as said activity does not interfere with the educational process during the teacher work day.

9. All information necessary for the Association to discharge its duties as the exclusive representative shall be provided by the District without charge, including names, addresses, personal email, work site and work assignment of unit members and telephone number of unit member except where unit members have requested that their address or home telephone number not be disclosed pursuant to Government Code section 6254.3(b).
10. Representatives of the Association shall have the right to make a union presentation during any new unit member orientation.

ARTICLE 7: TRAVEL

1. Mileage Rate

The District agrees to pay unit members current IRS mileage rate for the use of personal vehicles in the performance of work assignments or other district related business.

2. Work Related Expenses

The District shall pay all expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity which is pre-authorized by a District administrator, when such activity is outside of the District.

ARTICLE 8: GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is a claim by one or more unit members or the Association who claims to have been adversely affected by an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.
- B. The "grievant" is the unit member, unit members, or the Association making the claim.
- C. A "day" is defined in Article 3.

2. Preamble

Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative(s) of his or her choosing, as long as the process is not extended beyond one work day or longer or if by mutual agreement.

3. Procedure

A. Informal Level

- i. Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with the grievant's immediate supervisor.
- ii. The grievant shall clearly identify the article(s) of the contract allegedly violated.
- iii. In the case of an Association grievance, the informal conference shall be held with the site administrator for site-specific issues or with the responsible District administrator for District-related issues.
- iv. The informal conference shall take place within ten (10) days after the event or circumstance occasioning the alleged grievance or within ten (10) days after the grievant becomes aware of the event or reasonably should have become aware, through no fault of the grievant.
- v. The informal level shall be completed within ten (10) days of the grievant's request for an informal conference, unless this time limit is extended by mutual agreement of the parties.

B. Formal Level 1: Principal/Supervisor

- i. If, as a result of this informal discussion, the matter is not resolved, the grievant shall set forth his grievance in writing, using the grievance form (Appendix J), within ten (10) days of the date of the informal discussion and present it to the Principal or supervisor with a copy simultaneously provided to the Association specifying:
 - a. The specific nature of the grievance and the contract line, clause or section alleged to have been violated;
 - b. The results of previous discussions relative to the allegation(s);
 - c. The date and time of presentation to the Principal or supervisor;

- d. The relief sought in the matter.
- ii. The Principal or supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the written grievance. The decision shall include:
 - a. A summary of previous discussions held on the matter;
 - b. The rationale behind the decision.

C. Formal Level 2: Superintendent

- i. If the grievance remains unresolved or if no resolution has occurred within the specified timelines, the grievant may, no later than ten (10) days after receipt of the Principal or supervisor's decision, submit a written appeal to the Superintendent, using the grievance form (Appendix J), with a copy simultaneously provided to the Association. All previous documents shall be submitted to the Superintendent with a request for review and he/she shall render his/her decision no later than ten (10) days after receipt of the appeal. The Superintendent may indicate a designee to review the Principal or supervisor's decision.
- ii. If the grievant is not satisfied with the decision of the Superintendent or his/her designee, the grievant may request that the grievance be submitted to mediation.

D. Level Three: Mediation

- i. If the Association agrees to refer the grievance to mediation, within ten (10) days of receipt of the grievant's written request, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance. The Association will provide a copy of its request for assignment of a mediator to the Superintendent.
- ii. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Level Four.

However, the Parties may mutually agree in writing to extend the mediation timelines.

E. Formal Level 4: Arbitration

- i. The grievant may, within ten (10) days after termination of mediation, request in writing, with a copy to the Superintendent, that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration, provided the Association has concluded its internal process to discharge its duty of fair representation to the unit member(s). The Association shall notify the Superintendent in writing, if the Association anticipates that its internal process will exceed twenty (20) days. In no case, shall the Association's internal process exceed twenty-five (25) days. The Association shall provide written notice to the Superintendent within two (2) days, once its internal process has been concluded and a decision to proceed to arbitration has been made.
- ii. The Association and the District shall, within ten (10) days of notice to the Superintendent by the Association, attempt to select a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, the Association shall request a list of seven (7) arbitrators experienced in TK-12 educational matters from the California State Mediation and Conciliation Service (CSMCS). The Parties shall select an arbitrator from the list provided by CSMCS.
- iii. In considering whether a matter is subject to arbitration, a fundamental principle shall be that the Board retains all its rights to manage the school system, subject only to the express limitations set forth in this Agreement
- iv. No matter will be considered arbitrable unless the issue constitutes a grievance under the definition of a grievance set forth above. No court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable except under such conditions.
- v. It is agreed between the parties that no court or arbitrator shall direct arbitration on any other issue between the parties to the Agreement and such arbitration

shall be expressly limited to matters contained in this Agreement, including contract language interpretation and financial awards, if appropriate.

- a. An appeal to arbitration shall state in reasonable detail the nature of the dispute and the specific remedy sought by the grievant. It shall also include copies of all previous documents related to the dispute. It is understood the Association shall be the sole and exclusive employee organization designated to represent grievants in the bargaining unit during the term of this Agreement. In the event a grievant is represented by himself or by an attorney, the Association shall be notified upon receipt of the request for review at the Superintendent's level and shall be permitted to be present at all meetings. Copies of all correspondence shall also thereafter be forwarded to the Association.
- b. Failure to file or appeal grievances within the specified time limits shall constitute a waiver and settlement of the grievance.
- c. Failure of the Board's representative to answer within the time limits provided at any step of this procedure will automatically advance the grievance to the next step of this procedure.
- d. The arbitrator shall be limited to the issues submitted and shall have no authority in any case to add to, subtract from, or alter any provision of this Agreement.
- e. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- f. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties.

- ii. Nothing contained in this Agreement shall prevent either the Board or the Association from agreeing to submit a grievance directly to arbitration.
- iii. Neither the Board nor the Association shall subject any grievant, or employees appearing on behalf of or in opposition to such a grievant, to reprisals for participation in the grievance procedure.
- iv. Grievance papers shall not be filed in employee's file.
- v. Assignments and applicable rules and regulations of the Board shall remain in effect through the grievance process.
- vi. No unit member of the bargaining unit shall be penalized in salary or fringe benefits for participation in grievance or arbitration hearings held during such member's work day.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a court reporter and hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s),

Association representative(s), and witnesses, shall be borne by the party incurring them.

4. Miscellaneous

- A. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and to have the matter adjusted without intervention by the Association, as long as the adjustment is reached prior to mediation and the adjustment is not inconsistent with the terms of this Agreement.
- B. The District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity confirm that the collective bargaining agreement is not violated.
- C. The time limits specified at each level should be considered to be maximums and an effort should be made to expedite the process. Upon mutual written agreement the time limits may be held in abeyance in order to provide time for full investigation and for the Association to complete its responsibilities under duty of

fair representation.

- D. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, upon written mutual agreement, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.
- E. Grievance timelines may be extended into regular breaks in the student and work calendars with the mutual agreement of the Parties.
- F. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- G. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such, meetings, or hearings as a witness will be accorded the same right.

ARTICLE 9: WORK DAY

Section 1: Work Week

1. The average five day workweek for unit members* shall consist of 37.5 hours.
(*excluding ISSC's, SLP's and Counselors)
2. The average five day work week for ISSC's, SLP's, and Counselors unit members shall consist of 40 hours.
3. Unit members shall be entitled to a duty-free lunch period of at least thirty-five (35) minutes.
4. Unit members must arrive at their school site thirty 30 minutes prior to the start of the instructional day.

Section 2: Instructional Responsibilities

1. The District will ensure that every grade level provides at least the minimum number of minutes required by Education Code.
 - a. In emergency of crisis at a school site that causes a loss in instructional minutes to the site, the Parties to the Agreement shall meet and determine the manner

in which the lost minutes shall be made up. If, however, the State orders the District to implement additional instructional minutes, the instructional minutes shall be increased.

- b. Changes in instructional minutes for unit members shall be bargained due to emergency or crisis by the Parties to the Agreement.
- 2. Unit members shall not be required to attend more than three (3) professional activities of no more than two (2) hours such as an open house, back to school night and evening conferences. The site administrator shall provide for staff input prior to a final determination of the activities. Date and time of the activities shall be established, when possible, prior to the end of the school year for the following year. District shall consider unit member's role and responsibility when requiring attendance at evening events, included in the professional activities referenced above.
 - a. When a unit member has scheduled conferences for families and provided an opportunity to meet during the scheduled evening session, and those time(s) are unfilled, unit members may be excused from staying until the end of an evening conference session if the member has provided their supervisor with a copy of their conference schedule and communication to families indicating available time slots offered to families.
 - b. Unless otherwise requested to attend a specific parent-teacher conference with classroom teacher, counselors are excused from the obligation to attend evening conference day(s).

Section 3: TK / Kindergarten

- 1. The average number of daily instructional minutes for transitional kindergarten and kindergarten students shall be at least two hundred twenty (220) minutes but not more than three hundred (300) minutes. This would include the early bird/late bird configuration. Through mutual agreement between the principals and the kindergarten teachers at the site, the configuration may be changed. However, if no mutual agreement is reached the current configuration shall remain.
- 2. In order to support the Kindergarten Program at each site, the District shall provide at least sixty minutes (60), per day of Instructional Paraprofessional time for each kindergarten class at that specific site. The total hours assigned to the Kindergarten

Program at a site shall be equally distributed amongst each Kindergarten class. This schedule shall be organized and scheduled at each site in collaboration between the kindergarten unit members, and site administrator(s) in order to make this time equitable for all involved as well as ensuring the focus is on supporting students. In addition, site administrators will consider site instructional schedules for all grade-levels when scheduling other supports for kindergarten program.

Section 4: Preparation Time

1. Middle School Prep Time:

The District shall provide one (1) daily preparation period out of the seven period day for each full-time sixth, seventh and eighth grade teaching position while assigned to the middle school. On a non-adjusted day, the minimum block for this will be the length of a regular school day period. Site administrators will work to schedule meetings that will not interfere with prep.

2. Prep Time:

Beginning with the 2022-2023 school year, the District shall provide instruction in other curricular area(s) to general education students. The level of preparation time to the general education teachers shall be one hundred fifty (150) minutes or more per non-adjusted 5 day instructional week for each fourth and fifth grade general education unit member. The level of preparation time to the general education teachers shall be fifty (50) minutes or more per non-adjusted 5 day instructional week for each first, second, and third grade general education unit member. The development of this schedule shall be at the sole prerogative of the district. If a unit member notifies site administration that the one hundred fifty (150) or fifty (50) minutes of prep time has not been received during a non-adjusted 5 day week the District shall have ten (10) school days to makeup the minutes missed unless Unit Member was compensated for covering preparation time. Parties agree to revisit the non-adjusted work week language at the next bargaining session with potential solutions for non-adjusted weeks and members missing their prep time.

3. Unit members may volunteer to substitute during their preparation period, but no unit member shall be required to substitute during their preparation period, except in cases of emergency. If substitutes are not available, the Principal or

supervisor/designee may request unit members not in class to substitute. Unit members at the elementary level utilized to substitute during their preparation period for others shall be compensated at the percentage of the unique hourly rate based on the time spent substituting per Appendix B Supplemental Pay*. Unit members compensated for covering during their preparation period will not have that preparation time made up. Unit members at the middle school shall be compensated their unique hourly rate for each period the middle school unit member covers for period substitution. For purposes of illustration and not limitation, the following examples of emergency situations are included.

- a. Example 1: no substitutes for coverage*
- b. Example 2: no administration is available to cover*
- c. Example 3: a unit member becomes ill at work and there is no substitute*
- d. Example 4: a unit member has an emergency*

Section 5: Collaborative Learning Time

1. Collaborative Learning Time (CLT) shall be provided by reducing the instructional day on Wednesday, while lengthening the instruction time on the other four days. However, the 37.5 hour work week will not be lengthened and the thirty-five (35) minute per day, duty free lunch will be maintained. CLT shall not exceed one hundred-twenty (120) minutes. The one hundred-twenty (120) minute CLT shall be calculated in the 37.5 hour flexible work week. However, if a unit member needs to miss part of their scheduled CLT time, the deduction of time shall be in increments of thirty (30) minutes and reported to the employee absence system.
2. Five or more Wednesdays each year shall be scheduled for the use of Elementary grade level planning days for grade levels at each site to determine how to plan for their grade level needs without district direction on how to use those days. Grade Level Planning days shall be mutually agreed upon by both the Association and the District prior to the start of the school year.
3. The number of Self Determined Professional Development Days shall be ten (10) and those days shall be mutually agreed upon by both the Association and the District prior

to the start of the school year. Report cards and progress reports shall not be required of unit members during these days. Each year prior to the end of the school year, the District shall confer with the Association to establish these Wednesdays for the following school year. The established Wednesday calendar can be adjusted to accommodate unanticipated events, which occur after the beginning of the year, as long as the unit members receive a total of ten (10) Wednesdays during the year as provided for in this paragraph.

4. At the middle schools the intent is for cumulative weekly prep time to not be diminished.
5. IEP, SST, and 504 meetings shall not be scheduled during CLT.
6. If CLT is conducted in conjunction with another duly noticed meeting, the ending time of the latest meeting shall be no later than 30 minutes after the end of CLT.
7. We believe that through this effort student achievement will be strengthened by providing teachers with regular time for collaboration and appropriate quality professional training, analysis of student work, site/grade level/district planning, and other identified topics and activities. We also acknowledge that some sites may have needs that should be considered when planning meetings. For example, a site that has SAI or OARS classes or students with emotional needs would need more support and/or trainings in those areas than a site that does not have these classes. Every effort will be made in planning meetings to ensure the site is getting the support that is needed as it pertains to the site.

Section 6: Other Responsibilities

1. Unit members shall perform assigned duties such as, teaching, record keeping, reviewing data, Yard Duty, attending meetings, parent conferences, lesson planning and developing curriculum. Participation in site or district committees shall not be considered a duty under this article. Every attempt shall be made to have equitable yard duties per week across each individual site, with the recognition that some site(s) may require more duty time(s) than other sites because of enrollment numbers at the site.
2. Faculty meetings may be held at least once a month for one hundred twenty (120) minutes within a CLT day. Faculty meetings shall not be held during the CLT days referenced in Section 5.3 above. The District may convene staff meetings and site committee meetings as needed which should conclude within sixty minutes of the end of

the school's (excluding TK & K), CLT, instructional day. There shall be at least five (5) work days' notice given for these meetings whenever possible. In no case, shall there be fewer than two (2) working days' notice for such meetings except in emergencies.

3. In emergencies, administration may hold additional faculty meetings. Such meetings are for the purpose of giving unit members information of an immediate nature. For illustration and not limitation, the following examples are included:
 - a. Example 1: information regarding state testing
 - b. Example 2: there is a lockdown
 - c. Example 3: there is a storm warning
4. Unit members shall attend pre-scheduled IEP, SST, 504 and committee meetings as well as make necessary parent contacts, including conferences. There shall be at least two (2) days' notice given for these meetings.
5. Unit members shall attend student planning meetings, which include IEP, 504, and SST meetings, as required. When possible, such meetings will be scheduled to occur within the regular workday. At times it may become necessary for a meeting to extend beyond the flexible work week. If such meeting does extend beyond seventy-five (75) minutes for a 40- hour unit member or sixty (60) minutes for a 37.5-hour unit member, the unit member shall receive the member's unique hourly rate per hour for time beyond 75 or 60 minute threshold. If a meeting must be extended to additional meetings (i.e. Part 2, Part 3, etc.) for the student, members shall be compensated at the start of those meetings to the end of the meeting with their unique hourly rate. For any compensation for extended meeting time, it is understood that the start time for meetings shall be after the last dismissal at the given site. The above hourly rate will be paid in 15 minute increments; eight or more minutes must be served to be paid for a 15 minute increment.
6. At the elementary level when a substitute teacher is not available to teach a class and administration is not able to cover the class, the practice has been to "split" the class among the grade level. While this should not be the first choice, it is necessary at times. As a means of compensation for the members that take a percentage of the class, those members shall be paid five (\$5) dollars for each student that is added to their class for

each half of the day. It is also understood that the addition of these students requires the teacher to deviate from their planned lessons of the day to compensate for the additional students and thus the extra payment reflects this understanding. A covering teacher will only be compensated if the students coming from a class in which the teacher has taken half day or full day absence.

7. Combination Classes for General Education at Elementary

- a. Combination class teachers shall receive an extra fifty (50) minute prep time per non-adjusted 5 day instructional week. If a unit member notifies site administration that the extra 50 minutes of prep time has not been received during a non-adjusted 5 day week the District shall have ten (10) school days to makeup the minutes missed unless Unit Member was compensated for covering preparation time. Parties agree to revisit the non-adjusted work week language at the next bargaining session with potential solutions for non-adjusted weeks.
- b. Administration will work with unit members to provide appropriate structure and support for grade-specific instruction.-

8. Middle School Supervision of Extra Curricular Activities:

At the beginning of each school year, all middle school unit members will complete the supervision preference sheet for extracurricular activities. Supervision schedules will be created from those lists. If supervision cannot be arranged five (5) days prior to the scheduled events, the principal or supervisor, after seeking volunteers, may assign employees to supervise with at least two (2) days' notice. Unit members will be required to supervise activities totaling three (3) points from the activity list below:

Short (1 point)

Girls Volleyball

Boys Basketball 6th grade

Girls Basketball 6th grade

Boys Volleyball

After School dances

Other (i.e. Leadership functions, staff/student games)

Long (2 points)

Girls Basketball 7th/8th grade

Boys Basketball 7th/8th grade

Cross Country

Wrestling

Other

Sporting events involving more than one (1) grade level team will be considered a "long" activity.

ARTICLE 10: DUE PROCESS FOR DISCIPLINE

1. This Article provides due process for the disciplinary actions outlined below. It does not affect other personnel actions which may be governed by the Education Code or other procedures not specified. Furthermore, an evaluation that contains suggestions to enhance teaching performance or that notes teaching deficiencies shall not be considered discipline.
2. Disciplinary action is limited in this Article to suspensions with or without pay. Any suspension shall be limited to a maximum of twelve (12) work days.
 - A. The disciplinary action must also be substantiated and based upon just cause. The disciplinary action must also be according to the principles of progressive discipline. However, the District shall have the right to skip any step of progressive discipline in the event the unit member has committed a serious offense. The District shall apply the following just cause guideline when taking disciplinary action against a unit member.
 - i. The employee should be informed of the reasons for disciplinary action.
 - ii. Contract provisions, District policies and regulations, Education Code, and state and federal laws shall be the basis for disciplinary action.
 - iii. An investigation has been conducted which justifies the need for disciplinary action, and the unit member shall be informed of the consequences of his/her conduct.
 - iv. In all cases, any disciplinary action taken by the District shall be commensurate with the offense.
3. Discussions with unit members regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the issues. Unit members shall have the right to be accompanied by an Association representative at any investigative meeting where the results of the meeting may lead to disciplinary action. If a unit member requests association representation pursuant to this provision, representation will be granted. This right is not applicable to Evaluation meetings held pursuant to Article 14 of this Agreement. If a unit member

has a right to, and requests, representation but none is provided, then refusal of the unit member to proceed with a meeting shall not be considered insubordination. All information and/or proceedings regarding any actions or proposed action under this Article shall be kept confidential by the parties except to the extent allowed by law.

4. Any proposed suspension of a bargaining unit member shall be preceded by written notice of the charges and the right to appeal to the Superintendent or designee within five (5) days of receiving that notice. Included in the charges shall be the specific facts underlying those charges.
5. If the unit member appeals the suspension, a conference shall be scheduled within ten (10) working days to discuss the matter with the Superintendent or designee. The Superintendent shall then determine the action to be taken by the District and shall notify the unit member in writing of such action.
6. If the employee is not satisfied with the action taken by the Superintendent or designee, the unit member may appeal the proposed suspension to Arbitration pursuant to Level 4 of the Grievance procedure in Article 8 of this agreement by submitting a written notice of appeal within five (5) working days of receipt of the Superintendent's report. There shall be no loss of pay to a unit member until after the completion of the appeal process if the action is challenged.
7. Progressive Discipline
 - a. At any time during the progressive discipline process a unit member may attach his/her own written response to any documentation that is placed in the unit member's personnel file.
 - b. The progressive disciplinary process shall be applied in disciplining unit members, except where the serious nature of the offense justifies bypassing progressive discipline steps. Progressive discipline may include, but not be limited to, verbal counseling, written warning, written reprimand, and suspension without pay.
 - c. For the purpose of this section, a serious offense may include but not be limited to offenses such as assault, theft, offense of moral turpitude, non-permissive use of District property, felony conviction, and falsifying information to the District.

The following are the steps that may be used in the progressive disciplinary process:

i. Verbal Counseling/Warning

A verbal counseling/warning is a counseling session that takes place between the unit member and an administrator. A verbal warning may be used to discuss a concern(s), the impact of the concerns(s), and the desired outcome(s) and/or need for change.

ii. Written Warning

A written warning is the written summary of the concern(s) that were discussed between the unit member and an administrator. A written warning may be used to capture the concern(s), the impact of the concern(s), and the desired outcome(s) and /or need for change.

iii. Written Reprimand

A written reprimand is the formal documentation in writing that addresses the concern(s) that were discussed between the unit member and an administrator. A written reprimand may be used to capture a concern(s), the impact of the concern(s), and desired outcome(s) and/or need for change. A copy of the written reprimand shall be given to the unit member and will be placed in his/her personnel file.

iv. Suspension Without Pay

A suspension without pay is when a unit member is removed from his/her position for the duration of the suspension period. A copy of the suspension order shall be given to the unit member and will be placed in his/her personnel file. No unit member will be suspended without pay for more than twelve (12) working day for an offense. The sequence from verbal counseling/warning through suspension without pay must be within a four (4) year period.

A. Notice of Suspension

A notice of suspension will be in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. The Notice of Suspension will contain:

- i. A statement of the specific actions or omissions upon which the action is based;

- ii. A statement of the cause(s) for which action is recommended;
- iii. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- iv. Penalty proposed and effective date;
- v. A statement of the unit member's right to challenge the proposed action by submitting a request for a hearing to the Human Resource Office within ten (10) days of the notice.
- vi. Suspensions without pay shall not reduce or deprive the unit members of seniority of other rights or fringe benefits.

B. Suspension Hearing

The hearing shall be conducted by an arbitrator selected by agreement between the Association and the District. Subject to the availability of the arbitrator, the hearing shall commence within twenty (20) days of the selection of the arbitrator. The decision of the arbitrator shall be final and binding.

8. Administrative Leave with Pay (ALWP)

The purpose of the leave is to ensure a safe work environment or protect evidence and to provide the opportunity for the District to conduct an investigation of the allegation(s). The Superintendent or designee will immediately inform the unit member (s) of the decision to place the unit member(s) on ALWP, advising the unit member(s) of the reason(s) for the ALWP and will direct the unit member(s) to leave the work site.

- i. Within forty-eight (48) hours, a letter confirming the decision to place the unit member(s) on ALWP will be sent via Certified and U.S. Mail to the unit member(s). A unit member being placed on ALWP shall be accorded the right to representation.

OUESD will post the law as it pertains to Personnel Files on the District Website in addition to giving each OUTA Member a copy of such law.

ARTICLE 11: LEAVES

Section 1: Sick Leave / Personal Necessity Leaves

1. The District shall provide for compensated leave of absence from duty a total of ten (10) days for any full-time unit member who is absent from duty for reasons as defined in this article.
 - a. Sick Leave shall be used for personal and family illness or injury or medical appointments. For purposes of use of the above listed leave, "family" is defined as children, parent, grandparent, grandchild, sibling, in-laws, domestic partner or spouse of the unit member.
 - b. Unit members who are employed on a full-time basis are entitled to use seven (7) of the ten (10) total days for personal necessity, commencing on the first day of employment.
 - c. Unit members who are employed for less than a full year shall be entitled to a pro-rata share of the above stated ten (10) days for leave including personal necessity days per year.
 - d. Unused leave shall accrue from year to year.
2. The District reserves the right to specify the manner of verifying the legitimacy of sick leave taken. The discipline to be enacted for misuse of sick leave shall be pursuant to Article 10 Due Process. The District may require a physician's verification of illness, when a unit member has used sick leave for five (5) or more consecutive days, or when the pattern of absences indicates possible abuse.
3. Differential Pay
 - a. Unit members who are absent because of illness or accident beyond their accumulated sick leave entitlements will receive their daily rates of pay less differential pay for up to one hundred (100) days per incident. Differential pay as established by the District's substitute rate plus employee driven costs. Please call the Human Resource office for the differential pay amount.
 - b. Sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.
 - c. A unit member shall not be provided more than one (1) one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted, the unit member may take the balance of the one hundred (100) day period on the subsequent school year.

- d. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period beyond the one hundred (100) day period, and the unit member is not medically able to resume the duties of his or her position, the unit member shall be placed on a reemployment list for a period of twenty-four (24) months, if the unit member is on probationary status, or for a period of thirty-nine (39) months, if the unit member is on permanent status. The 24-month or 39-month period shall commence at the expiration date of the (1) one hundred (100) day period.
 - e. When the unit member is medically able, during the 24-month or 39-month period, the unit member shall be returned to the next available vacancy for which he or she is credentialed and qualified.
- 4. Whatever the claim of disability, no day of absence shall be considered a sick leave day on which unit members or the Association have engaged in a concerted work stoppage, unless the unit member was legitimately absent and provides verification as the District may require.
 - 5. Unit members must notify the District's substitute system when reporting an absence.
 - a. In case illness reporting must be completed prior to the close of business on the preceding day to permit the District time to secure substitute service, except in cases of emergency or inability to make such notification.
 - b. For Personal Necessity absences the unit member must report the absence a minimum of two (2) days or in the onset of the unexpected personal event.

Section 2: Bereavement Leave

Bereavement leave shall be afforded to unit members up to five (5) days for the death of any member of the unit member's family.

Section 3: Personal Necessity Leave

Sick leave may be used as personal necessity leave for the following:

- 1. Serious illness or death to a unit member's family.
- 2. Accident involving the unit member's person or property or the personal property of a member of the unit member's immediate family.

3. Required court appearance.
4. Discretionary Leave
 - a. Discretionary leave days shall not be used as part of a concerted work stoppage. The site administrator must be given at least two (2) days prior notice, unless the reason is for illness of a family member. These days do not accumulate beyond the fiscal year. These days shall be deducted from personal necessity days.
 - b. Seven (7) days may be taken at the discretion of the unit member.
5. A unit member may take five (5) days of leave upon the birth or adoption of a child.
 - a. The site administrator must be given at least two (2) days prior notice, if possible.

Section 4: Maternity Leave

A unit member may take sick leave for maternity reasons, subject to the following conditions:

1. Maternity leave shall begin on the date indicated in a written statement signed by a duly licensed physician or other competent practitioner that the unit member is no longer able to perform her duties.
2. The unit member may be required to submit medical certification of her continued fitness to perform all assigned duties during pregnancy.
3. Maternity leave shall end on the date indicated in a written statement signed by the unit member.
4. Unit members shall be paid their differential pay after sick leave is exhausted for up to twelve (12) weeks for child care following the birth of a child or adoption or fostering a child pursuant to the provisions of AB 2393.

Section 5: Jury Duty

1. Unit members shall inform their supervisor and submit the absence into the District absence reporting system no less than two (2) working days after receiving notice that they may be called to serve as a juror. This leave shall be granted with pay. Unit members shall turn over to the District the portion of the stipend received for such duty, which is beyond that received for mileage expenses or transportation. Members

shall provide a copy of their jury summons to the District in instances where the member was instructed to call in during the day but was then excused as proof for compensation.-

2. A unit member who is called for jury duty on one of his/her work days, but through actions of his/her part is able to defer jury service to a non-work day shall receive \$95 per day for his/her jury duty service to a maximum of five (5) days. Appropriate verification of deferral and service must be provided prior to payment. He/she may also keep the stipend for this same period of time.

Section 6: Leave without Pay

1. Unit members may apply for leave without pay. The District will consider such requests individually. Requests for unpaid leave must be submitted by May 1 of the school year prior to the year in which the leave is to be taken and shall be limited to a maximum of two (2) years. Personal leaves will not be granted to accept employment in another school or district or will be cause for termination for the current leave. Unit members may also apply as soon as possible for unpaid leave in connection with maternity or emergencies for less than one (1) year. The following conditions shall apply to unpaid leaves of absence:
 - a. Unit members who are granted unpaid leave, or whose position is otherwise vacated, shall retain no rights to the position vacated. The District shall assign the returning unit members to positions which serve the best interest of the District's educational program.
 - b. Unit members who are granted unpaid leave may continue to participate in the health and welfare benefits at their sole expense.
 - c. Unit members who are on an unpaid leave at the end of the school year must notify the district of their intentions for the following year by the date established on the "Teacher Assignment Preference" form.
2. Unit members may take unpaid leave for personal business, subject for the following stipulations:
 - a. Personal business leave shall not exceed ten (10) days in any one (1) school year.

- b. Circumstances permitting, notification of intent to take personal business leave shall be submitted to the immediate supervisor a minimum of twenty-four (24) hours in advance.
- 3. Unit members shall have a minimum of one-half (1/2) day's salary or sick leave deducted for all leaves taken during the instructional day.
- 4. All unauthorized leaves shall result in salary deductions, based on due process, just cause, and progressive discipline pursuant to Article 10 Due Process.
- 5. The Association shall be allowed twelve (12) days leave for the purpose for conducting Association business. The Association shall request this leave at least five (5) days in advance. Additional days may be granted but shall require mutual agreement by the Association and the Superintendent or his/her designee. The Superintendent's or his/ her designee's decision to deny a request shall not be subject to the grievance procedure. The Association shall reimburse the District for the actual cost of the substitute teacher.

Section 7: Catastrophic Leave Bank

- 1. Days in the Bank shall accumulate from year to year.
- 2. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 3. The Bank shall be created to assist the bargaining team members who have a long term illness or disability either from themselves or to whom they act as a caregiver as verified by a physician and who have exhausted their accumulated sick leave but not necessarily their Differential Pay days. Only individuals who have contributed to the Bank shall be eligible to draw from the Bank, with the exception of any members currently drawing from the Bank prior to the ratification of this Agreement.
- 4. Only bargaining members who have ten (10) days of earned leave may contribute one (1) leave day to the Bank. All donations to the Bank shall be irrevocable.
- 5. The Catastrophic Leave Bank Committee (Committee)
 - a. The Association shall establish a Committee to approve or deny requests from the Bank.

- b. The Committee shall consist of three (3) members appointed by the Association president.
 - c. Decision of the Committee or the OUTA president, shall be final and shall not be subject to the grievance procedure in Article 8 of this Agreement.
 - d. The Committee shall treat all applications and attendant materials as confidential information.
6. Members of the Bank may draw from the Bank after all leave has been exhausted. A member who draws from the Bank shall be paid at their per diem rate of pay. Leave from the Bank may not be granted for periods of disability when monies are being paid to the bargaining members for an industrial accident covered by the Workers Compensation.
7. Members can apply for up to thirty (30) days per application or request.
8. Applicants for benefits from the Bank must make application to the Catastrophic Leave Bank Committee.
9. There shall be an annual open enrollment period for the Bank from the first day of the school year to the last Friday in September, in which bargaining unit members who are new-to-the-District, and other unit members who are not currently members of the Bank, may enroll. Bargaining unit members must notify the Catastrophic Leave Bank Committee in writing, of their desire to participate in the Bank. At the close of the open enrollment period on the last Friday in September, the Association shall notify the Human Resource Office of the participating individuals, the total number of days contributed and copy of each participating individual's written authorization to deduct sick leave. Membership in the Bank is continuous unless a member notifies the Association, in writing, of their desire to decline further contributions to the Bank.
10. All unused days contributed to the Bank shall be carried over from year to year.
- When the total number of days in the Bank is reduced to fifty (50) days or less, there shall be declared a thirty (30) day open enrollment period for all bargaining members. Unit members must notify the Catastrophic Leave Bank Committee, in writing, of their intent to participate or continue participation in the Bank. At the close of the open enrollment period, the Association shall notify the Human Resource

Office of the participating individuals, the total number of days contributed and a copy of each participating individual's written authorization to deduct leave.

ARTICLE 12: CLASS SIZE AND TEACHING CONDITIONS

1. Class Size

- a. Transitional Kindergarten through third grade class sizes shall not exceed twenty- four (24) students. If language in Education Code 42238.02 changes, the parties agree to meet to negotiate provisions related to class size.
- b. Fourth through fifth grade class size shall not exceed thirty-one (31) students.
- c. Sixth through eighth grade class size shall not exceed thirty- two (32) students, excluding physical education and electives.
- d. Physical Education and middle school elective classes shall not exceed forty- five (45) students per class period unless specifically requested by teacher for specific class. Should a teacher request to increase over class size, the remedy will not apply.

2. Class size remedy

- a. When the number of students above is exceeded, the unit member shall inform the site administrator in writing. In the case of unit members assigned to more than one site, the unit member shall inform the administrator of the site to which she or he is assigned for the majority of the time.
- b. The site administrator shall have ten (10) instructional days to confirm the overage and adjust the number of students to the maximum class size or caseload or below. The number of Teacher Assistants (TA) is at the unit member's sole discretion and will not be included in class size total nor be removed from class as a solution to class size remedy.
- c. If the overage is confirmed and continues for ten (10) consecutive instructional days, and the site administrator is not able to reduce to the maximum by the eleventh (11th) instructional day after the unit member notifies the site administrator, the unit member shall receive the overage remedy retroactive to the first day the site administrator was notified of the overages. The class size/caseload remedy shall be twenty dollars (\$20) per

student per day until the class size /caseload is reduced to the maximum or below.

- d. If a unit member is receiving class overage remedy and is on a leave of absence for more than ten (10) days the remedy for class size overage compensation will pause for that member until they return to the classroom. The class size overage remedy will restart for that member on their first day returning to the classroom if the class size is above the exceeded number.

3. The District shall keep the schools equipped and maintained, consistent with the District guidelines available for unit members to view upon request. It is the District's responsibility to supply appropriate classroom materials, equipment, assessments, and technology along with appropriate trainings for all grade-levels.
4. Itinerant teachers shall be given a designated office area, desk, or workspace where they can keep their supplies and items, as well as an area for them to prepare for their own classes either at the District Office or at a school site where they are teaching.
5. Itinerant teachers shall be provided a district laptop or Chromebook in which to access district email.
6. Itinerant teachers shall be designated a staff "mailbox" at each site assigned to receive mail.
7. Itinerant teachers shall be assigned a "home" site and will be required to attend staff meetings only at that site.
8. Itinerant teachers shall collaborate with the Curriculum and Instruction Department each year to order supplies and materials needed for the classes they are teaching.
9. Classrooms shall be equipped with enough work stations and/or desks for the number of students attending the class. Classrooms should also be equipped with appropriate technology providing access for all students.
10. Unit members will report, in writing, except in emergencies, to their immediate supervisor, any condition which poses a threat to the safety of any person associated with the District.

11. The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy, in a timely manner with clear communication in writing to the unit member on the steps used to remedy the situation.
12. Unit members shall immediately report cases of assault, battery and physical threat suffered to them in connection with their employment to their principal or other immediate supervisor. Unit members shall comply with the reporting requirements of Education Code 44014, and communicate as appropriate to their supervisor in writing-
13. Unit members shall not be required to perform tasks which endanger their health or safety.
14. Unit members shall not be required to perform specialized health care procedures including dispensing of medication, other than in a life threatening situation.
15. Teachers shall have the right to initiate consideration of student placement changes subsequent to the first two weeks of school. The final decision shall rest with the Principal. In a general education setting, the unit member shall discuss with the site administrator the need of additional classroom support to match the needs presented by students.
16. The district shall reimburse or replace items purchased by unit members that are destroyed or damaged in the classroom.
17. Unit members shall be expected to dress in a professional manner.

ARTICLE 13: ASSIGNMENT AND TRANSFER

1. An assignment is the grade level and/or subject matter taught by the unit member. A reassignment is a change in the grade level and/or subject matter being taught by the teacher at the same site.
2. A transfer is a move from one site to another.
3. Current unit members and those returning from unpaid leave may request a voluntary reassignment or transfer annually by submitting a request to the District in writing, using the Teaching Assignment Preferences form distributed prior to the start of the March Break of the current teaching year.

4. The District shall make assignments for the ensuing school year as soon as administratively possible and through a cooperative effort of unit members and administrators, but tentative assignment notifications shall be released no later than the first Friday in April of each year.
5. This cooperative effort shall require the site administrator to meet with the unit member who may be transferred or reassigned. A mutually agreed to form (see Appendix I) shall be completed by the administrator and signed by the administrator and the unit member. This required conversation and form shall not be required with the unit member if,
 - a. The possible change was one of the first two (2) preferences identified on his/her assignment preference forms, or
 - b. The staff member volunteers for the change.
6. If consensus is not attained, the site administrator's decision will prevail, as long as the administrator's decision is not arbitrary, or capricious.
7. In assigning unit members, the District shall consider the educational needs of students, unit member preference, qualification, seniority, certifications, experience, training, and length of service in the District.
8. If all factors are deemed equal, seniority in the District shall be the determining factor.
9. Current unit members that volunteer for an opening shall be considered before outside applications unless an opening occurs after April 15th per Ed Code 35036(b).
10. In the event of an involuntary transfer, the unit member may solicit the reason(s) in writing from his/her site administrator. If the unit member is still concerned about the involuntary transfer he/she will be encouraged to meet with the Superintendent or his/her designee for further explanation. The unit member shall have the option of being accompanied by a unit representative to this meeting.
11. A unit member who is involuntarily reassigned or transferred after the first day of school shall be given as much notice as possible and shall be given three (3) days release time to prepare for the new assignments. This paragraph shall not apply to the opening of a new school.

12. At any time a unit member is involuntarily transferred, the unit member shall be given assistance in moving teaching materials.
13. If a unit member is required to move during the school year as well as at the end of the school year, the unit member shall receive assistance by the District in moving the unit member's teaching materials. Such said unit members who are required to move their teaching materials, shall be compensated \$400.00.
14. Involuntary transfers or reassignments shall be limited to educationally sound reasons.
15. Shifting of students to create combination classes when increases or shortfalls in enrollment occur shall be considered a change in assignment.
16. All vacant positions, including newly created positions, shall be posted on the district website and/or Ed Join.
17. Unit members shall be notified by district email for all internal supplemental paid positions from Appendix B or newly created positions that become vacant throughout the year. Applicants shall respond to Human Resources within three (3) days within notice of the vacancy, unless extenuating circumstances exist.
18. When a new school is to be opened, the following procedures shall be followed in transferring unit members to that school:
 - a. Unit members shall be notified by district email of all known positions with the required qualifications for each position prior to the Assignment and Preference forms being due.
 - b. Priority shall be given to existing unit members within the District who request placement in the new school.
 - c. Unit members who apply and meet the requirements shall be granted an interview. Grade level and subject matter preferences shall be noted by the unit member at the time of application. It will not be necessary for a unit member to re-interview for other vacancies at the same site within the same year or prior to the start of the school year.
 - d. Unit members shall receive written notifications of disposition of their transfer request within twenty (20) calendar days after the interview.

ARTICLE 14: EVALUATIONS

1. Purpose: The evaluation process shall be a positive and constructive tool for the purpose of continuing to improve unit member's strengths and helping them become more effective in their professional roles.
 1. Pursuant to Ed Code 44662(e), the evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publisher's norms established by standardized tests.
2. Process: By October 15th of the evaluation years, the unit member shall be informed during a goal setting conference the system, method, criteria, and evaluator to be used in determining the unit member's performance.
 - a. The forms already agreed upon by the District and OUTA shall be used in the observation and evaluation process. Evaluation forms used to evaluate the ISSC's, SLP's and Counselors to be mutually agreed upon with the District and OUTA in the 2016-2017 school year to be implemented in the 2017-2018 school year.
 - b. A pre-conference will be held prior to the formal observation.
 - i. Following the pre-conference, the unit member may request a change of evaluator(s).
 - c. Observations shall be at least 15 minutes in duration and shall be completed by March 15.
 - d. Permanent unit members shall be evaluated a minimum of every two (2) years. However pursuant to Education Code 44664(a)(3), eligible unit members may be evaluated every 5 years.

The provisions for eligibility in the five-year cycle are as follows:

1. Must have permanent status.
2. Employed in the district for at least ten (10) years.
3. Previous evaluations marked as meeting or exceeding standards.
4. Mutual agreement between the unit member and the evaluator.
5. The unit member or the evaluator may withdraw consent at any time.

6. The decision to participate or not participate in this opportunity shall not be subject to the grievance process nor be made for unsubstantiated reasons.
- e. Non-permanent unit members will have at least two (2) formal observations.
- f. Permanent unit members shall be evaluated a minimum of every two (2) years. Being transferred to a new assignment or site or having a new administrator shall not be a reason to modify a unit member's evaluation cycle, more often than every two (2) years. However, the established goals operating in the current cycle can be a topic of conversation at a new site or with a new administrator.
- g. A written report shall be provided within five (5) working days of the observation.
- h. A post-conference will be held for all non-permanent unit members and others by request within five (5) working days of formal observation.
- i. The evaluator may make informal, unannounced observations of the unit member's performance. If the evaluator observes anything that he/she believes needs improvement or remediation or deserves commendation, he/she shall so notify the unit member in writing.
- j. The final evaluation and conference shall be held by May 1st or 30 calendar days from the last instruction day, whichever occurs first.

3. Other Provisions

- a. The employee shall have the right to respond in writing to the appraisal and written recommendations of the evaluation. The unit member may include variables and/or constraints which may have affected their performance.
- b. If a dispute is resolved in favor of the evaluatee, the evaluation shall reflect the resolution of the dispute.
- c. Upon request, the administrator will conduct one formal observation in the subject area of the unit member's choice.
- d. All evaluations shall be based upon incidents or events observed or verified by the evaluator prior to inclusion in the evaluation.
- e. The unit member shall have the right to view any referenced documents prior to inclusion in the evaluation.

- f. The evaluation shall be subject only to the appeals procedure and shall not be subject to the Grievance Procedure.

4. Improvement Plan:

If deficiencies are noted, a plan will be implemented which shall include specific recommendations for improvement. A plan may include direct or indirect assistance, for Instance the Peer Assistance and Review Program, attendance at conferences/workshops, and/or release time to observe other classes and/or service providers. Upon request, the administrator will conduct or arrange for demonstration lessons. A reasonable amount of time shall be provided for the correction of noted deficiencies. At a meeting to establish an improvement plan, a unit member may be accompanied by an Association Representative.

5. Appeals Procedure:

In the event a unit member believes there is a violation of the District evaluation policy or disagrees with the substance of an evaluation, he/she may appeal. Prior to an appeal, the unit member should attempt to resolve the problem in a conference with the administrator.

- a. The unit member may, within five (5) working days of receipt of the evaluation, submit a written request to the Superintendent for review. The Superintendent shall immediately forward the request to his/her designee and shall inform the unit member as to who his/her designee is. This request will indicate the specific problem, the decision rendered by the supervisor, and the remedy being sought.
- b. Within ten (10) working days, the Superintendent's designee will meet with the unit member.
- c. Within ten (10) working days of the meeting, the Superintendent's designee will render a decision.
- d. If the unit member is not satisfied with the decision, he/she may appeal the decision within five (5) working days to the Superintendent.
- e. The Superintendent will review the problem and will render a decision within ten (10) working days of receipt of the appeal. The Superintendent's decision will be final.

- f. At any point in the appeal process, a unit member may be accompanied by an Association Representative.

ARTICLE 15: PEER ASSISTANCE AND REVIEW

1. Purpose

The purpose of the Peer Assistance and Review (PAR) program is to improve the quality of instruction through expanded and improved professional development and peer assistance. The program will serve as a critical feedback mechanism to allow experienced unit members to assist unit members in need of development in subject matter knowledge and/or teaching strategies.

2. Panel

A Peer Assistance Review Panel comprised of four unit members selected by OUTA, and three administrators selected by the District, will be chaired by the Director of Curriculum and Instruction who will serve as a non-voting member. Notwithstanding the above, annually the Parties may modify the size of the panel provided that the change is consistent with the requirements of Education Code 44502 and does not become smaller than the original composition of four (4) unit members and three (3) administrators.

- a. The Panel will select Consulting unit members in accordance with Education Code 44501 and 44502, as needed, and will be responsible for adopting rules and procedures to effect the provisions of this Article which will include but not limited to defining "unsatisfactory evaluation," determining compensation, setting meeting schedules, establishing minimum qualifications for Consulting unit members, providing for an application and interview process for selecting Consulting unit members, and providing training.
- b. Term of Panel members shall be three (3) years and Panel members may be reappointed for additional terms.
- c. The Panel will work with consulting unit members to develop remediation plans for participating unit members including, at a minimum, written performance goals aligned to the District's student learning goals and a time frame for regular reporting.
- d. The Consulting unit members will further create a plan which will offer, but not be

- limited to, observations of other unit members, additional staff development, demonstration lessons, and other individual assistance from available resources.
- e. The Panel will periodically evaluate the program and make adjustments as needed to improve service delivery.
 - f. The Consulting unit members, and others involved in this process are reminded of the sensitivity of information they will receive. This information is highly confidential and must be shared carefully at all times.
- 3. Site administrators will continue to conduct the regular evaluations and additional observations during the review year and share these with the Consulting unit members. The program will foster and strongly encourage a cooperative relationship between the Consulting unit members, referred unit members, and Site Administration. Site administrator's observations and evaluation will be placed in unit member's personnel file.
 - 4. Participating unit members include unit members referred as a result of unsatisfactory evaluations.
 - 5. The site administrator shall participate in the goal setting with the Consulting unit member and the Referred participating unit member.
 - 6. All written communication between the Consulting unit member and a Referred unit member shall be confidential, and without the written consent of the Referred unit member shall not be shared with others, including the site Principal, the evaluator, other staff members, or the Panel, with the exception of the Consulting unit member's final written report to the Panel.
 - a. The Consulting unit member's final report shall be presented to the Panel in regard to the Referred unit members' progress in the Peer Assistance Program. The panel shall determine if the Referred participating unit member did or did not participate fully in Peer Assistance, and one (1) of the following:
 - i. Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - ii. Made significant progress and continued participation in the Peer Assistance Program is not needed; or

- iii. Did not make progress and continued participation in the Peer Assistance Program is not recommended.
 - b. The Consulting unit member shall submit the written report to the Referred unit members Panel. The participating unit members shall sign receipt of report. This signature does not mean agreement, but rather that s/he has received a copy of the report.
7. After a year of support for a Referred unit member, the Panel shall provide a recommendation to the Superintendent, which will include:
- a. The Referred unit member's name
 - b. The Referred unit members did or did not participate fully in the Peer Assistance Program, and one (1) of the following:
 - i. Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - ii. Made significant progress and continued participation in the Peer Assistance Program is not needed; or
 - iii. Did not make progress and continued participation in the Peer Assistance Program is not recommended.
8. The only material related to a Referred unit member to be placed in the personnel file shall be the fact that the unit member was referred to PAR and the Consulting unit member's report to the Panel. The Consulting unit member's report may be used in the evaluation of the Referred unit members.
9. A Consulting unit member shall not participate in the evaluation process pursuant to Article 14 of any Referred unit members.
10. It is agreed expenditures received by the District:
- a. Will be used for the design and implementation for the PAR program;
 - b. Five percent (5%) or less of the funds may be expended for administrative services; and
 - c. Funds received may also be expended for support of non-permanent unit members, and professional development.

- d. If the District doesn't receive state funding for this program, the District may cancel this Program at the end of the school year.

ARTICLE 16: MANAGEMENT RIGHTS

It is understood and agreed the District retains all its powers and authority to direct, manage and control the school system, its properties and facilities, and the activities of its employees to the full extent of the law. Such powers and authority shall be limited only by the express terms of this agreement.

ARTICLE 17: MAINTENANCE OF STANDARDS

This contract represents the entire Agreement between the parties and no other agreement of practices are binding upon either party with respect to salary, benefits, hours or working conditions. This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed in writing and signed by the parties.

ARTICLE 18: CALENDAR

1. Prior to adopting the calendar, the District and the Association President or designee shall meet to finalize the work year calendar. Non-teaching work days will be established prior to the close of the preceding school year.
2. The District and the Association President or designee shall meet to finalize the Collaborative Learning Time (CLT) calendar prior to the close of the preceding work year, pursuant to Work Day Article.
3. The District shall confer with the Association to obtain input relative to calendar preferences and priorities.
4. Four (4) minimum days shall occur each year, one being the last instructional day before Fall Break starts, one being the last instructional day before Winter Break starts, one being the last instructional day before Spring Break starts, and the last student day of the school year. These four (4) minimum days are that unit members may leave upon completion of supervision duty.
5. Yearly instructional minutes will be adjusted as necessary
6. Additional minimum days may be arranged between the Association and the District.

ARTICLE 19: WORK YEAR

The work year for unit member shall be as follows:

	Returning	New Hire
A. Teacher	184	186
B. Speech/LP	189	189
C. Instructional/SSC	189	189
D. Counselor	189	189

E. Unit members shall receive their per diem for each required work day.

F. No Member shall be required to work more than the days above.

ARTICLE 20: PART-TIME EMPLOYMENT FOR FULL-TIME RETIREMENT CREDIT

1. Unit members may request to work part-time (50% or more) with full retirement credit, subject to the terms and provisions of the State Teachers Retirement System.
2. The District shall grant such requests as are deemed to be in its best interests.
3. If a unit member wishes to request to work part-time, the unit member must indicate this request on the Unit Member Assignment Preference form. If the unit member's request is not granted, the site administrator will meet with the unit member, per Appendix I.

ARTICLE 21: EARLY RETIREMENT WITH HEALTH BENEFITS

Members of the bargaining unit may request to retire early subject to the terms and conditions of this Article. It is understood that the option to retire early be the sole prerogative of the unit member subject to the following conditions:

1. In order to be eligible to participate, the unit member must be at least fifty-five (55).
2. A unit member who has completed a minimum of twenty (20) years of active fulltime service under the provisions of the State Teachers Retirement, of which ten (10) immediately preceding years shall have been served in the District, shall receive "Unit Member Only" health benefits until his/her 65th birthday.
3. The unit member must draw from the State Teachers Retirement System during the period of participation.

4. The full cost (up to the current established single party district contribution at time of retirement) of Board selected medical insurance for participating unit member shall be paid by the District for the period of benefits provided for under this article.
5. Request for participation in this program shall be submitted to the District in writing on Assignment Request forms by April 15th of the school year preceding the school year in which participation is to begin. All other requests for this benefit for qualifying members will be evaluated on a case-by-case basis based on qualifying life events, for example but not limited to: moving, illness, family emergency, etc.
6. A retiree who moves out of the coverage area of the district offered medical plans and who is otherwise eligible for this benefit may receive an amount equal to the district contribution at time of retirement or the amount agreed to in the CBA at the time of unit member retiring per month whichever is less. Upon verification of coverage the District will establish a payment or reimbursement system. This is not to be a cash in lieu benefit.
7. Eligible ISSC's, Counselors and Speech and Language Pathologists who became members of the Association during the 2014-15 school year shall retain lifetime benefits as were accrued while members of the Administrative Council. Such benefits shall be granted to such individuals on their retirement at the level earned at the end of the 2014-15 school year. After the 2014-15 school year no unit member, previously on the Administrative Council or current unit members in these categories, can accrue new or additional benefits toward Administrative Council life time benefits.

ARTICLE 22: PART-TIME EMPLOYMENT

Part-time employment is defined as a single employee working less than a full day. Two (2) persons sharing one full-time job is not part-time employment. Bargaining unit members may request to work part-time for a given school year, subject to the terms and conditions below. Annually, the District shall review the needs of the District in relation to such requests as have been received for part-time employment and shall grant such requests for part-time employment as are deemed to be in the best interest of the District. The granting of such requests shall be the sole prerogative of the Board, subject to the following provisions:

1. After initial approval has been granted for participation, the employee may not request

revocation of part-time status during the year.

2. In order to be eligible to participate, the employee shall be a permanent employee.
3. Requests for participation shall be submitted to the District in the Spring of the year preceding the year in which participation is to take place. Normally, such requests shall be based upon half-time work on a daily basis or full-time work on a half-year basis and shall list the specific assignment desired by the applicant.
4. Once an assignment is set for a given year of participation, it shall not be modified except by mutual consent.
5. The employee shall contribute to the STRS on a pro-rata basis.
6. The District shall make a contribution to the STRS for the employee on a pro-rata basis.
7. The employee shall be compensated on a pro-rata basis at the appropriate step and column of the current salary schedule. Employees shall not move to the next step on the salary schedule unless 75% of a full year has been worked.
8. The employee shall receive a pro-rata share of the fringe benefits provided for in this Agreement.

ARTICLE 23: EMPLOYEE BENEFITS

1. The District shall provide unit members with the opportunity to participate in the District's adopted health, life insurance, annuities or other IRS Section 125 programs. All unit members shall participate in the Board-adopted dental plan.
 - a. Beginning the pay period following ratification of the collective bargaining agreement, the District shall provide coverage of one thousand, fifty-four dollars (\$1054) for benefits, including vision and dental coverage, to single-party unit members. The district contribution to employee +1 benefits, including vision and dental coverage, shall be one thousand, five hundred and three (\$1503) per month. The contribution for members with full-family benefits, including vision and dental coverage shall be two thousand, and ninety-five (\$2095) per month. Starting January 1, 2024 up to an additional one hundred dollars (\$100) to cover the anticipated increase of cost to benefits.

- b. Unit members shall not receive district contributions toward benefit payments greater than the actual cost of health, vision, and dental premiums.
 - c. Based on this adjustment the cap for unit members that participate in the early retirement benefit program (Article 21, paragraph 5) shall be capped at the first tier contribution per month.
- 2. Effective July 1, 2013, unit members hired prior to April 1, 1993 shall receive \$605.00 per month, cash in lieu of medical benefits. Unit members hired on or after April 1, 1993 shall receive \$390.00 per month, cash in lieu of medical benefits.
 - a. Any members receiving cash in lieu of medical benefits shall provide documentation to the district showing medical coverage of their "tax family" that is aligned with the specifications according to any state or federal medical coverage law. This documentation shall be provided to the district each year prior to the start of winter break each year.
- 3. Unit members hired after July 1, 2016, shall not be eligible for cash in lieu of benefits payments referenced in section 2 above.
- 4. The District contribution shall be pro-rated for part-time unit members. Any increase in premiums subsequent to the effective date of this agreement shall be by the unit member through payroll deductions. Unit members may choose to increase their participation in District adopted tax-sheltered annuity plans through payroll deduction at unit member's sole expense.
- 5. A member who retires and immediately collects STRS benefits may purchase medical coverage, through the District, at his/her own expense until age 65 or when he/she becomes eligible for Medicare, whichever comes first.
- 6. OUTA may change medical or dental co-pay amounts with 60 days' notice to the District.

ARTICLE 24: SALARIES

1. Specific Compensation

OUESD shall provide OUTA Unit Members the following in regards to adjustments to the salary schedule.

- a. Effective July 1, 2022 the salary schedule shall be increased by five (5%) percent. Effective July 1, 2023 the salary schedule shall be increased by six (6%) percent.
 - b. A stipend of \$1,500 to be added the salary schedule for BCLAD authorization.
 - c. A stipend of \$750 for ISP teachers teaching in a SPED setting.
 - d. A stipend \$1,000 for SLPs.
 - e. A stipend of \$1,000 for ISSC teachers teaching in a SPED setting.
- 2. The school year beginning July 2021, Master's Degree: A Member who has one or more educationally appropriate Master's Degrees from an accredited college or university shall receive an annual stipend of one thousand seven hundred and fifty (\$1,750). A Doctoral stipend of two thousand dollars (\$2,000) will be provided. A unit member shall only receive the highest stipend.
- 3. National Board Certification: A Member who has received National Board Certification shall receive an annual stipend of one thousand five hundred dollars (\$1,500).
- 4. Salary Schedule
 - a. Unit members shall be placed on the salary schedules in Appendix A.
 - b. Unit members who serve other than the required number of workdays set forth in this Agreement shall receive a salary which is prorated according to the number of days on the salary schedule and the annual salary of the individual unit member.
Notwithstanding the above, unit members who serve for one (1) full trimester shall receive not less than one-third (1/3) of the annual salary applicable to their class and step.
- 5. Salary Schedule Implementation
 - a. Payment
 - i. The annual salaries set forth in this Agreement shall be paid in eleven (11) or twelve (12) installments, beginning in August, and shall be issued on the last business day of each month, with the exception of the paycheck for December which shall be issued on January 1. Unit members who are initially employed after that month's payroll deadline shall be paid on the last business day of the month following the first month of employment. If employees elect, paychecks

are sent electronically to the unit member's bank/credit union, pursuant to arrangements which the unit member makes with the payroll office. The District shall make appropriate deductions as mutually agreed between the District and Association, or as requested by the unit member.

b. Initial Placement

- i. Unit members are placed on the salary schedule on the basis of uniform allowance of years of experience and units of training. New hires may receive up to twelve (12) years of credit for prior teaching experience. Credit for college units or training beyond Bachelor's degree must be verified through official transcripts or other proof acceptable to the District. For new hires hired effective July 1, 2023 or thereafter, the District may grant additional actual years of teaching experience for placement on the salary schedule(s) for individuals hired to teach in high need fields. Such additional years shall not count toward District seniority.

c. Advancement on the Salary Schedule

- i. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their column. Any unit member who actually serves seventy-five percent (75%) of the school year shall advance one (1) step on the salary schedule.
- ii. Units for credit to apply toward the salary schedule may be earned in two ways:
 - (1) University Credit: Earned by class or conference attendance where it is offered by an accredited college or university.
 - a) For University Credit, a copy of the grade report card from the college or university must be submitted to the District Office upon course completion. The Course Approval form alone does not add the units to the unit member's salary.
 - (2) District Credit: These credits apply to the salary schedule the same as University Credit, but apply only within the Oakley Union Elementary School District. They would not transfer to another district.

- a) For District Credit: Some district sponsored offerings are available for district salary schedule credit. The unit member must attend the full session each day to receive credit. No partial credit shall be granted. The course presenter will authorize credit at the conclusion of the session by submitting verified sign in sheets to the Personnel Department. Upon review by, Personnel, salary schedule credit information will be submitted to and verification will be emailed to each participating employee.
- iii. Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary schedule when Continuing Education Units (CEU's) are granted by an accredited college or university for attending professional development programs, or when the professional development is provided outside of the work day. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester.
- iv. All coursework required to obtain or renew a credential, enrich the unit member's expertise in the subject area taught, earn an advanced degree in the subject area taught, or pursue course work in a subject area commonly taught in the District will be creditable for salary column advancement shall be pre-approved by the Superintendent or Designee.
- d. Verification of completion of course credit must be received by the District Office by September 1st in order to receive salary adjustment. Salary adjustments shall be made annually no later than thirty (30) days after course credit is received by the District.
- 6. Supplemental Assignments
 - a. Supplemental Assignments shall be voluntary and paid in accordance with Appendix B of this Agreement.

- b. Supplemental Assignments shall be posted District-wide annually. No stipends shall be provided to unit members unless they are contained in Appendix B. All assignments shall be opened to unit members before they are offered to people outside the unit. Site-specific positions shall be posted or emailed at the site.
- c. District-wide or site-specific supplemental assignments shall be included in or deleted from Appendix B, following agreement between the parties.

7. Extra Duty Rate

- a. The Extra Duty Rate of pay shall be found on the Salary Schedule in Appendix B.

8. Wage Recovery Procedure

- a. When it is discovered that the District has overpaid a bargaining unit member, the following procedure shall be followed.
- b. The District shall inform the bargaining unit member of the overpayment, and that the unit member may be represented by the Association.
- c. The District shall produce the payroll records of the bargaining unit member, the data that determines the placement of the bargaining unit member on the salary schedule, any supplemental assignments for which the bargaining unit member is serving and proof that the bargaining unit member actually received the overpayments. The District, the bargaining unit member, and the Association representative shall meet to review the data.
- d. The District and unit member shall work to reach an agreement with the bargaining unit member, with the assistance of the Association representative; should the unit member ask for assistance, for a repayment schedule.

ARTICLE 25: SPECIAL EDUCATION

Special Education Terminology used in this article:

IEP - Individual Educational Plan

Case Management / Case Load - Management of a Student's Individual Educational Plan; responsible for all paperwork, coordination of instruction, related services, and all communication for a student with an IEP

Students Served - Students who receive an IEP service from a service provider, who may or may not be their case manager.

Self-Contained Service Specific Program - Self Contained classes, such as OARS, BRIDGE, and SAI.

ISP - Instructional Support Provider

ISSC - Instructional Services Support Coordinator

SLP - Speech and Language Pathologist

1. District and Special Education Collaboration

- a. At least once a month, the district will provide opportunities for collaboration and input between district and special education staff. These opportunities may take place in the form of job-alike meetings, site meetings, and/or all district meetings.

These meetings will be held for the purposes of:

- Updates on current law and compliance
- Review of existing programs
- Review cases for specific students
- Ongoing planning of services and program based on student need
- Reviewing data
- Ongoing communication back to the sites provided by the sped site leads
- Other topics as needed

2. Class Size

- a. Self-Contained Service Specific Programs
 - i. District Self-Contained Program class size, such as OARS, BRIDGE, and SAI should not exceed ten (10) students.
- b. Specialized Academic Instruction in Non-Self-Contained Classes
 - i. Specialized academic instruction in a non-self-contained special education classroom setting should not exceed fifteen (15). Parties agree to revisit class

sizes in specialized academic instruction in a non-self-contained special education classroom settings during the next bargaining cycle.

c. Class Size Overage Remedies

- i. When number of students above is exceeded the unit member shall inform the site administrator in writing. In the case of unit members assigned to more than one site, the unit member shall inform administrator for the site to which she or he is assigned for the majority of the time.
- ii. The site administrator shall have ten (10) instructional days to confirm the overage and adjust the number of students to the maximum class size or below.
- iii. If the overage is confirmed and continues for ten (10) consecutive instructional days, and the site administrator is not able to reduce to the maximum by the eleventh (11th) instructional day after the unit member notifies the site administrator, the unit member shall receive the overage remedy retroactive to the first day the site administrator was notified of the overage.
- iv. The class size remedy shall be twenty dollars (\$20) per student, per day until the class size is reduced to the maximum or below.

3. Case Management/ Case Load

District will comply with Ed Code 56362 to ensure special education teachers do not have a caseload that exceeds twenty-eight (28) pupils, unless otherwise specified in the Agreement.

- a. Instructional Service Support Coordinators (ISSC) 28
- b. Instructional Support Provider (ISP): fifteen (15) When an Individual Case Load falls above fifteen (15) the ISP shall be compensated for the additional students they case manage at a rate of \$200 per student per trimester.
- c. Instructional Services Support Coordinator (ISSC) and Instructional Support Provider (ISP) who are teaching in a self-contained or specific need classroom such as OARS and BRIDGE shall be compensated for students they case manage outside of their class at the rate of \$200 per student per trimester. When determining unit member caseload assignments for SAI Self-contained classroom, the students assigned to that class shall be given priority.
- d. At each School Site, prior to the start of the school year, the site Principal will work with the Special Education Site Lead to look at case management with the intent of ensuring the ISSC, ISP, and SLP members at their site have caseloads and class

sizes in accordance with what is outlined in this contract. If it is determined by the District that an ISSC position is needed, the position will be posted for all current ISP's to apply. (See Article 13: Assignment and Transfer)

- e. Case Manager may attend District meetings with psychologists, as needed, to address student services and/or case management needs. Site Leads should be notified of these meetings in advance to determine availability.

4. Release time for ISSC & ISP unit members

- a. Release time for special education teachers (ISSC/ ISP): ISP and ISSC unit members may request release time from their site administrator in order to conduct assessments, write reports, and prepare for IEP meetings. Such release time shall not exceed a total of five (5) workdays per school year and may only be taken when the administrator can provide adequate coverage for the teacher's regular assignment, unless there is an agreed upon need. In addition, Middle School ISP and ISSC unit members shall have one (1) preparation period per day and ISSC unit members shall have one (1) additional preparation period per day.
- b. At the elementary level, ISP and ISSC unit members shall have no less than one hundred thirty-five (135) minutes or the equivalent of the amount of prep time provided for intermediate elementary teachers, whichever is greater, per work week for preparation time to conduct assessments, write reports, and prepare for IEP meetings.

5. Special Education Unit Member Performing Services for Absent Unit Members: In the event of a long-term absence of a special education unit member and when no appropriately credentialed substitute is secured by the District, the unit member required to provide services on behalf of the absent unit member, such as testing, preparing reports, IEP goals and/or attending IEP meetings, shall be provided release time or if performed outside of the unit member's regular workday, shall be paid according to their unique hourly rate.

6. Speech and Language Pathologist (SLP)

Terminology for SLP that differs from terms defined prior:

- **Case Management/Caseload** - Management of a Student's Individual Education Plan; responsible for paperwork; coordination of instruction, related service, and all communication for a student with an IEP.
- **Identified Students Served** - number of students receiving individual or small group speech services on a regularly scheduled basis from grades Preschool - 8 with an IEP.

a. Case Management/Caseload for SLP

District will comply with Ed Code 56363.3 and 56441.7 to ensure Speech Language Pathologists do not exceed case management / caseload ratios unless otherwise specified in this Agreement.

Preschool - 8th Speech Language Pathologist 55

Preschool Speech Language Pathologist 40

b. Student Served

- Preschool SLP shall have no more than fifty (50) identified students served. When the number of identified students served exceeds forty-four (44), the SLP will meet and discuss possible supports with site administrators. Possible supports could include, but not limited to, help from SLP/ SLPA and redistribution of assessments with SLP team.
- Elementary and Middle school SLP shall have no more than sixty-five (65) identified students served. When the number of identified students exceeds sixty (60) the SLP will meet and discuss possible supports with site administration. Possible supports could include, but not limited to, help from SLP/ SLPA and redistribution of assessments with SLP team.
- With cases that are high need, such as autism, DHH, SAI students, etc., the support shall match the needs of the special education setting. Additional support or time shall be provided based on need.

- c. Site administration and the SLP will meet every trimester, or as needed, to determine an appropriate schedule that provides time during their regular work day to perform duties outside of direct service to students such as writing reports, documenting, lesson planning and/or assessments as well as other clerical-type duties in relation to serving students. Site administrators will work to schedule meetings that will not interfere with said SLP time.

- i. Identified Students Served Overage Remedy

1. When number of identified Students Served is exceeded by one (1), the unit member shall inform the site administrator in writing. In the case of unit members assigned to more than one site, the unit members shall inform the site administrator of the site to which she or he is assigned for the majority of the time.
 2. The site administrator shall have ten (10) instructional days to confirm the overage and adjust the number of students to the maximum number of Identified Students Served.
 3. If the overage is confirmed and continues for ten (10) consecutive instructional days, and the site administrator is not able to reduce to the maximum by the eleventh (11th) instructional day after the unit member notifies the site administrator, the unit member shall receive the overage remedy retroactive to the first day the site administrator was notified of the overage.
 4. The Identified Students Served remedy shall be twenty dollars (\$20) per student per day until the Identified Students Served is reduced to the maximum or below. Parties agree to revisit overage language at the next bargaining session possible discussion about differentiation and compensation.
- d. If an elementary or middle school speech therapist is serving a number of identified students that exceeds the number(s) listed in section 6b above, support will be provided from the SLPA (Speech Language Pathology Assistant). Once an SLP has exceeded sixty (60) students served, they will be provided an SLPA a minimum of one (1) day a week. Every additional five (5) students served will increase the SLPA's time at the site by one (1) day. This minimum does not apply for speech therapists who support service specific classrooms, SAI classrooms, etc.

ARTICLE 26: COUNSELORS

1. School Counselors design and deliver school counseling programs that improve student outcomes. They act as advocates for students' well-being and are a valuable resource for students' educational advancement. They may help students process their problems and plan goals and actions; mediate conflict; organize peer counseling programs; and provide general social, emotional, behavioral, and academic guidance to the school's students.
2. School Counselors can be part of the RTI/SST Process. However, since Counselors are not school or district administrators, and they do not have the authority to authorize administrative decisions made.
3. School Counselors are a resource for school personnel in developing individual and schoolwide discipline interventions. School Counselors collaborate with school personnel and other stakeholders to help develop systems encouraging progress in the area of social-emotional learning and maintaining safe schools where effective teaching and learning can take place.
4. School Counselors provide counseling to students based on individual student needs in areas such as, but not limited to, academic, social emotional and/or attendance concerns. They will not deliver services that they are not credentialed to provide.
5. The district will continue to consider student needs when determining a counselor's assignment. The District recognizes that the need varies based on overall school site student population and individual student needs.
6. Counselors who provide coverage as necessary when a substitute is not available, while not the ideal situation, shall be compensated at their unique hourly rate per hour or period coverage.
7. Staffing at sites:
 - a. For the 23-24 school year, the district will plan for and attempt to staff an overall increase to counseling services districtwide.

ARTICLE 27: SAVINGS

If any provisions of this Agreement is held by a court of competent jurisdiction to be contrary to law, then that provision will be deemed to be invalid to the extent required by the court decision, but all other provisions shall continue in full force and the effect and

the parties will immediately meet to negotiate potential alternative provisions and/or the impact of such ruling(s).

For the District:

For OUTA:

Date: _____

Date:_____

**OAKLEY UNION SCHOOL DISTRICT
OUTA TEACHER/ISP SALARY SCHEDULE**

2023-2024

Effective July 1, 2023

6.00%
Jul-23

	I BA	II BA + 29	III BA + 30	IV BA + 45 MA + 15	V BA + 60 MA + 30	VI BA + 75 MA + 45
STEP						
1		57,633	58,466	60,003	63,090	66,171
2		58,466	60,003	63,090	66,171	69,321
3		60,003	63,090	66,171	69,321	72,330
4		63,090	66,171	69,321	72,330	75,413
5		66,171	69,321	72,330	75,413	78,490
6		69,321	72,330	75,413	78,490	81,578
7		72,330	75,413	78,490	81,578	84,661
8		75,413	78,490	81,578	84,661	87,352
9			81,578	84,661	87,352	91,012
10				87,352	91,012	93,899
11					93,899	96,984
12					96,984	100,177
13					100,177	103,480
14					100,177	103,480
15					100,177	103,480
16					103,260	106,678
17						106,678
18						106,678
19						108,260
20						115,720

ISP TEACHERS IN SPED SETTING: \$750 per year
BCLAD AUTHORIZATION: \$1,500.00 per year
MASTERS DEGREE: \$1,750.00 per year
DOCTORATE DEGREE: \$2,000.00 per year (only the highest)
NATIONAL BOARD CERTIFICATION: \$1,500.00 per year

Effective July 1, 2023, teachers hired initially into the District will be given credit for up to 12 years experience with placement at Step 13. For teachers hired into District Determined hard to fill positions, additional years of experience will be considered.

23/24 6%; 22/23 5%; 21/22 1%
 20/21 1.5% & 1%; 19/20 2% & 1%; 18/19 3%; 17/18 2.5%; 16/17 0%; 15/16 5%; 14/15 6%;
 13/14 2.5%; 12/13 0%; 11/12 0%; 10/11 0%; 09/10 0%; 08/09 0%; 07/08 2%; 06/07 5%; 05/06 2.57%

**OAKLEY UNION ELEMENTARY SCHOOL DISTRICT
OUTA
Counselors and Response to Intervention RTI Counselor
2023 - 2024
Effective July 1, 2023**

189 days

6.00%
Jul-23

	<u>Range 05</u>
1	\$94,169
2	\$98,612
3	\$103,276
4	\$108,171
5	\$113,320

**Highest Degree Only: Masters Degree \$1,750.00 per year
 Doctorate Degree \$2,000.00 per year**

Individuals placed on Schedule G are paid for actual days worked with no credit for holidays reflected

23/24 6%; 22/23 5%;21/22 1%

20/21 1.5% & 1%; 19/20 2% & 1%; 18/19 3%; 17/18 2.5%; 16/17 0%; 15/16 1% then 5%; 14/15 5%;
13/14 2.5%; 12/13 0%;11/12 0%;10/11 0%; 09/10 0%; 08/09 0%; 07/08 2%; 06/07 5%; 05/06 2.57%

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT**OUTA****Speech Therapist****2023 - 2024****Effective July 1, 2023****189 days**6.00%
Jul-23

	I BA + 30	II BA +45	III BA + 60	IV BA + 75 MA + 45
	<hr/>	<hr/>	<hr/>	<hr/>
1	\$68,212	\$71,395	\$74,875	\$77,977
2	\$74,875	\$77,977	\$81,136	\$84,369
3	\$81,136	\$84,369	\$87,590	\$90,826
4	\$87,590	\$90,826	\$94,056	\$96,889
5	\$94,056	\$96,889	\$100,710	\$103,729
6			\$106,958	\$110,306
8			\$113,551	\$117,128

Educational Stipends: **SLP: \$1,000 per year**
 State License \$1,200.00 per year
 Masters Degree \$1,750.00 per year**
 Doctorate Degree \$2,000.00 per year**

**** Highest Degree Only***Individuals placed on Schedule D are paid for actual days worked with no credit for holidays reflected***23/24 6%**

22/23 5%; 21/22 1% ; 20/21 1.5% & 1%; 19/20 2% & 1%; 18/19 3%; 17/18 2.5%; 16/17 0%; 15/16 5%;
14/15 6%; 13/14 2.5%;12/13 0%;11/12 0%;10/11 0%; 09/10 0%; 08/09 0%; 07/08 2%; 06/07 5%; 05/06 2.57%

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

OUTA

Instructional Support Service Coordinator

2023 - 2024

Effective July 1, 2023

189 days

6.00%

Jul-23

	I	II	III	IV
	BA + 30	BA +45	BA + 60	BA + 75 MA + 45
1	\$65,029	\$68,244	\$71,429	\$74,911
2	\$68,244	\$71,429	\$74,911	\$78,012
3	\$71,429	\$74,911	\$78,012	\$81,172
4	\$74,914	\$78,012	\$81,172	\$84,409
5	\$78,012	\$81,172	\$84,409	\$87,632
6	\$81,172	\$84,409	\$87,632	\$90,871
7	\$84,409	\$87,632	\$90,871	\$94,099
8	\$87,632	\$90,871	\$94,099	\$96,936
9	\$90,871	\$94,099	\$96,936	\$100,755
10	\$94,099	\$96,936	\$100,755	\$103,778
11			\$103,778	\$107,010
12			\$107,010	\$110,357
13			\$110,357	\$113,607
16			\$113,607	\$117,181

Highest Degree Only:

ISSC Teacher in SPED setting \$1,000 per year

Masters Degree \$1,750.00 per year

Doctorate Degree \$2,000.00 per year

Individuals placed on Schedule H are paid for actual days worked with no credit for holidays reflected

23/24 6% 22/23 5%; 21/22 1%

20/21 1.5% & 1%; 19/20 2% & 1%; 18/19 3%; 17/18 2.5%; 16/17 0%; 15/16 1% then 5%; 14/15 5%;
13/14 2.5%; 12/13 0%; 11/12 0%; 10/11 0%; 09/10 0%; 08/09 0%; 07/08 2%; 06/07 5%; 05/06 2.57%

APPENDIX B**STIPEND OPPORTUNITIES**

Adaptive PE Teacher Extra Hours	\$1,000
Curriculum Specialist	\$1,000
PAR Panel	\$300
PAR Consultant (Involuntary)	\$3,000
PAR Consultant (Voluntary)	\$1,000
BTSA Intern Mentor	\$1,200 (per Consortium)
BTSA Induction Mentor	\$1,500 (per Consortium)
Support Provider to Experienced Teacher, New to District	\$300 per person
C.O.R.E. Training Coordinator	\$1,200 per year
C.O.R.E. Trainer	\$800 per year
English Language Liaison	\$1,250 per year
Site Technology Lead	\$1,000 per year
District Math Leads	\$800 per year
District English/Language Arts Leads	\$800 per year
M.S. Academic Dept. Chair**	\$600 per year
M.S. Non-Academic Dept. Chair***	\$300 per year
M.S. GATE Coordinator	\$750 per year
Special Education Case Manager	\$1,000 per year
Athletic Director	\$2,200 per year

These stipends are for performance of responsibilities beyond those of the staff member's regular paid position and duties and performed by unit members.

SUPPLEMENTAL PAY

Medical Home Teaching	Unique Hourly Rate per Hour
Staff Development (Non-Work Day)	\$125 per Day (Attendance)
Elementary – Additional Students (Each Half of the Day)	“Split” class among grade level. Receive \$5 for each student that is added to their class for each half of the day.
M.S. Substitute During Prep Period	Unique Hourly Rate per Period
Home School Independent Study	Unique Hourly Rate per Hour
After School Clubs/Activities	\$15.00 per Hour
Certificated Hourly Rate	Unique Hourly Rate per Hour
Staff Development Presenter (Non-Contract Time)	\$62.50 per Hour
Staff Development Presenter (During Work Day)	\$250 half day/ \$500 full day

*After consultation with OUTA, the District may increase these stipends each year.

**Core academic areas, including Special Education

***P.E. and Electives

**Oakley Union Elementary School District
Evaluation Standards for Teachers**

Teacher: _____

School: _____

Date: _____

Grade: _____

1. Engaging and Supporting all Students in Learning by:

	Meets or Exceeds Standards	Needs Improvement
A. Connecting students' prior knowledge, life experience, and interests with learning goals.	<input type="checkbox"/>	<input type="checkbox"/>
B. Using a variety of instructional strategies and resources to respond to students' diverse needs.	<input type="checkbox"/>	<input type="checkbox"/>
C. Facilitating learning experiences that promote autonomy, interaction, and choice.	<input type="checkbox"/>	<input type="checkbox"/>
D. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	<input type="checkbox"/>	<input type="checkbox"/>
E. Promoting self-directed, reflective learning for students.	<input type="checkbox"/>	<input type="checkbox"/>

2. Creating and Maintaining Effective Environments for Student Learning by:

	Meets or Exceeds Standards	Needs Improvement
A. Creating a physical environment that engages all students.	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing a climate that promotes fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>
C. Promoting social development and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
D. Establishing and maintaining high standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>
E. Planning and implementing classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>
F. Using instructional time effectively.	<input type="checkbox"/>	<input type="checkbox"/>

3. Understanding and Organizing Subject Matter for Student Learning by:

Meets or Exceeds Standards	Needs Improvement
<input type="checkbox"/>	<input type="checkbox"/>

A. Demonstrating knowledge of subject matter content and student development.

☐☐

B. Organizing curriculum to support student understanding of subject matter.

☐☐

C. Interrelating ideas and information within and across subject matter areas.

☐☐

D. Developing student understanding through instructional strategies that are appropriate to the subject matter.

☐☐

4. Planning Instruction and Designing Learning Experiences for all Students by:

Meets or Exceeds Standards	Needs Improvement
<input type="checkbox"/>	<input type="checkbox"/>

A. Drawing on and valuing students, backgrounds, interests, and developmental learning needs.

☐☐

B. Establishing and articulating goals for student learning.

☐☐

C. Developing sequencing instructional activities and materials for student learning.

☐☐

D. Designing short-term and long-term plans to foster student learning.

☐☐

E. Modifying instructional plans to adjust for differing student needs and abilities.

☐☐

5. *Assessing Student Learning by:*

Meets or Exceeds Standards	Needs Improvement
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

- A. Establishing and communicating learning goals for all students.
- B. Collecting and using multiple sources of information to assess student learning.
- C. Involving and guiding all students in assessing their own learning.
- D. Using the results of assessments to guide instruction.
- E. Communicating with students, families, and other audiences about student progress.

6. *Developing as a Professional Educator by:*

Meets or Exceeds Standards	Needs Improvement
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

- A. Reflecting on teaching practice.
- B. Establishing professional goals and pursuing opportunities to grow.
- C. Communicating with families.
- D. Working as a team player with colleagues to improve professional practice.
- E. Balancing professional responsibilities and maintaining motivation.
- F. Completing all assignments and responsibilities in class, school and district.

7. *Evaluator's Comments:*

8. *Instructor's Comments:*

Evaluator's Signature Date

Instructor's Signature Date

Oakley Union Elementary School District
Goal Setting Counselors, Instructional Support Service Coordinators, Speech
and Language Pathologists

Employee Name

Position

Site

Evaluator

Goal Setting For _____ School Year

Goals:

Met on _____ to set Goals for the _____ School Year.
(date)

Employee Signature

Date

Evaluator's Signature

Date

**Oakley Union Elementary School District
Instructional Support Providers & Instructional Support Services
Coordinators Formal Observation Form**

Teacher: _____ Site: _____ Date: _____

1. Engaging and Supporting all Students in Learning by:

	Meets or exceeds standards	Needs Improvement
A. Connecting students' prior knowledge, life experience and interests with learning goals.	<input type="checkbox"/>	<input type="checkbox"/>
B. Using a variety of instructional strategies, resources and technologies to respond to students' diverse needs	<input type="checkbox"/>	<input type="checkbox"/>
C. Facilitating learning experiences that promote autonomy, interaction, choice.	<input type="checkbox"/>	<input type="checkbox"/>
D. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	<input type="checkbox"/>	<input type="checkbox"/>
E. Promoting self-directed, reflective learning for students.	<input type="checkbox"/>	<input type="checkbox"/>

2. Creating and Maintaining Effective Environments for Student Learning by:

	Meets or exceeds standards	Needs Improvement
A. Creating a physical environment that engages all students.	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing a climate that promotes fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>
C. Promoting social development and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
D. Establishing and maintaining high standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>
E. Planning and implementing classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>
F. Using instructional time effectively.	<input type="checkbox"/>	<input type="checkbox"/>

3. Understanding and Organizing Subject Matter for Student Learning by:	Meets or exceeds standards	Needs Improvement
A. Demonstrating knowledge of subject matter content and student development.	<input type="checkbox"/>	<input type="checkbox"/>
B. Organizing curriculum to support student understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>
C. Interrelating ideas and information within and across subject matter areas.	<input type="checkbox"/>	<input type="checkbox"/>
D. Developing student understanding through instructional strategies that are appropriate to the subject matter.	<input type="checkbox"/>	<input type="checkbox"/>
4. Planning Instruction and Designing Learning Experiences for all Students by:	Meets or exceeds standards	Needs Improvement
A. Drawing on and valuing students, backgrounds, interest, and development learning needs.	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing and articulating goals for student learning.	<input type="checkbox"/>	<input type="checkbox"/>
C. Developing sequencing instructional activities and materials for student learning.	<input type="checkbox"/>	<input type="checkbox"/>
D. Designing short-term and long-term plans for foster student learning.	<input type="checkbox"/>	<input type="checkbox"/>
E. Modifying instructional plans to adjust for differing student needs and abilities.	<input type="checkbox"/>	<input type="checkbox"/>
5. Assessing Student Learning by:	Meets or exceeds standards	Needs Improvement
A. Establishing and communicating learning goals for all students.	<input type="checkbox"/>	<input type="checkbox"/>
B. Collecting and using multiple sources of information to assess student learning.	<input type="checkbox"/>	<input type="checkbox"/>
C. Involving and guiding all students in assessing their own learning.	<input type="checkbox"/>	<input type="checkbox"/>
D. Using the results of assessments to guide instruction.	<input type="checkbox"/>	<input type="checkbox"/>
E. Communicating with students, families, and other audiences about student progress.	<input type="checkbox"/>	<input type="checkbox"/>

6. Developing as a Professional Educator by Collaboration/ Consultation:

Meets or
exceeds
standards

Needs
Improvement

- | | | |
|---|--------------------------|--------------------------|
| A. Reflecting on teaching practice. | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Establishing professional goals and pursuing opportunities to grow. | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Communicating with families. | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Working as a team player with colleagues to improve professional practice. | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Balancing professional responsibilities and maintaining motivation. | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Completing all assignments and responsibilities in class, school and district. | <input type="checkbox"/> | <input type="checkbox"/> |

7. Evidence of Data/ Research or Administrative Responsibilities:

Meets or
exceeds
standards

Needs
Improvement

- | | | |
|--|--------------------------|--------------------------|
| A. Accurate and timely with IEP responsibilities including attending meetings and completing required paperwork. | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Adheres to District guidelines and laws relating to IEP responsibilities. | <input type="checkbox"/> | <input type="checkbox"/> |

8. Evaluator's Comments:

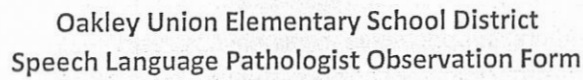
9. Instructor's Comments:

Evaluator's Signature

Date

Instructor's Signature

Date



Standard	Meets or exceeds standards	Needs Improvement
1. Assessment Services. A. Is knowledgeable about a variety of assessment instruments and techniques for use in determining speech/language disorders and identifying strengths and weaknesses in the area of speech and language. B. Prepares thorough, typed and understandable assessment reports. C. Involves and guides students in assessing their own learning, as appropriate. D. Performs screens in articulation, fluency and voice for students referred by school personnel or parents to determine those in need of therapeutic intervention; reports findings and completes the referral process if needed. E. Uses information from Care Team/Student Study Team to guide assessment of students' language needs.	<input type="checkbox"/> 	<input type="checkbox"/>
2. IEP Planning. A. Comes to meetings prepared with completed, typed report with all required components. B. Interprets and communicates test results in a thorough, meaningful and culturally appropriate manner. C. Provides information that contributes directly to the determination of eligibility and the development of educational goals, objectives and strategies and follows state guidelines. D. Assessment reports available to parents before IEP date (Best Practice 24 hours in advance.) E. Establishes and communicates speech and language goals, linked to assessments, for all eligible students. F. Offers realistic, practical suggestions to teachers and parents. G. Meets or exceeds all legal timelines.	<input type="checkbox"/> 	<input type="checkbox"/>

Standard	Meets or exceeds standards	Needs Improvement
6. Develops as a Speech and Language Pathologist.	<input type="checkbox"/>	<input type="checkbox"/>
A. Reflects on SLP practice and plans professional development.	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishes professional goals and pursues opportunities to grow professionally.	<input type="checkbox"/>	<input type="checkbox"/>
C. Works with families to improve professional practice.	<input type="checkbox"/>	<input type="checkbox"/>
D. Works with colleagues to improve professional practice.	<input type="checkbox"/>	<input type="checkbox"/>
E. Balances professional responsibility and maintains motivation.	<input type="checkbox"/>	<input type="checkbox"/>
F. Demonstrates knowledge of speech and language pathology and speech/language development.	<input type="checkbox"/>	<input type="checkbox"/>
G. Demonstrates continued professional development for maintenance of the Certificate of Clinical Competency in Speech and Language Pathology (CCC-SLP).	<input type="checkbox"/>	<input type="checkbox"/>

7. Evaluator's Comments:

8. Instructor's Comments:

Evaluator's Signature

Date

Instructor's Signature

Date

**Oakley Union Elementary School District
Final Evaluation Form**

Name: _____

School: _____

School Year: _____

Assignment: _____

Permanent: ☐Probationary: ☐Temporary: ☐1st Year ☐Provisional: ☐2nd Year ☐

Explanation of Rating Symbols

“S” Satisfactory (meets or exceeds written expectations of the Oakley Union Elementary School District).

“N” Needs to Improve (unsatisfactory performance not meeting the written expectations of the Oakley Union Elementary School District may require participating in the Peer Assistance Review Program).

	Rating
Pupil Progress Toward Established Standards:	_____
Instructional Techniques and Strategies:	_____
Adherence to Curricular Objectives:	_____
Suitable Learning Environment:	_____
Professional Responsibilities:	_____

Dates of Observations/Conferences: _____

Evaluator's Comments: _____

Instructor's Comments: _____

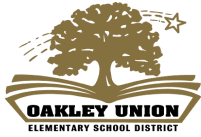
Signature of Evaluator_____
Date
 Continued Service is: Recommended ☐
 Not Recommended ☐

This evaluation has been discussed with me. Signing this form does not necessarily mean I agree with the ratings.

Signature of Instructor_____
Date of Summary Evaluation Conference

If one or more *Needs to Improve* ratings are given, the Principal may refer the instructor for:

	Yes	No
1. Peer Assistance	<input type="checkbox"/>	<input type="checkbox"/>
2. Peer Assistance & Review	<input type="checkbox"/>	<input type="checkbox"/>



OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

Modified Traditional Instructional Calendar

2024 - 2025

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	H	5				1	2	H	3	4	5	6		Fall Break 1	Fall Break 2	Fall Break 3	Fall Break 4
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	Fall Break 7	Fall Break 8	Fall Break 9	Fall Break 10	Fall Break 11
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
22	23	24*	25*	26 /S/**	19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
29** (30)	31				26	27	28	29	/S/^	Fall Break 30					28	29	30	31	
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				/S/^	2	3	4	5	6			Winter Break H	Winter Break 2	Winter Break 3	3	4	5	6	7
4	5	6	7	8#	9	10	11	12	13	6	7	8	9	10	10	11	12	13	H
H	12	13	14	15	16	17	18	19	20	13	14	15	16	17	H	18	19	20	21
18	19	20	21	22	Winter Break 23	Winter Break H	Winter Break H	Winter Break 26	Winter Break 27	H	21	22	23	24	24	25	26	27	28#
25^	26^	27^	H	H	Winter Break 30	Winter Break H				27	28	29	30	31					
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7		1	2	3	4				1	2	2	3	4	5	[6]#
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
Spring Break 17	Spring Break 18	Spring Break 19	Spring Break 20	Spring Break 21	14	15	16	17	18	12	13	14	15	16	16	17	18	H	20
Spring Break 24	Spring Break 25	Spring Break 26	Spring Break 27	Spring Break 28	21^	22	23	24	25	19	20	21	22	23	23	24	25	26	27
31					28	29	30			H	27	28	29	30	30				

Key:

*	New Teacher Workday
**	New & Returning Teacher Workday
()	First Day of School
H	Holiday
/S/	Staff Development Day
^	No Classes/Non-School Day
[]	Last Day of School
	Early Release Days
#	End of Trimester Dates
	Districtwide Minimum Days

SEPTEMBER 23-27, 2024

Early Release for Elementary Schools ONLY

Non- School Days:

Labor Day	September 2, 2024
Fall Break	Spet. 30 - October 13, 2024
Veteran's Day	November 11, 2024
Non-School Days	November 25-27, 2023
Thanksgiving Holiday	November 28-29, 2023
Winter Break	Dec. 23, 2024 - Jan. 3, 2025
MLK Jr. Day	January 20, 2025
Lincoln's Birthday	February 14, 2025 (observed)
President's Day	February 17, 2025
Spring Break	March 17 - 28, 2025
Non-School Day	April 21, 2025
Memorial Day	May 26, 2025

May 23, 2018

Job Share Guidelines

The District administration strongly supports the job-share concept; defined as two teachers sharing the same class of students at a school site. We know there are several reasons an individual would prefer working less than full time. In balancing the responsibility for teacher preference and student learning, job-share opportunities will be considered if deemed appropriate.

1. All proposed job-shares must be approved by the site principal and the Superintendent or designee and must be approved annually.
2. Both teachers must be permanent employees and possess the appropriate credentials for the subjects/grades to be taught.
3. Both partners must have prior satisfactory evaluations.
4. Both teachers will attend all District required evening functions for their site.
5. The remaining partner must cover long-term absences (week or more, i.e. maternity, long-term illness, etc.), unless the Principal can determine an acceptable alternative. In the event of an unanticipated, unexpected absence where it will be impossible for the partners to equalize the number of days taught by the end of the year, the covering teacher will be compensated the current substitute daily rate. The teacher may decline this offer and remain with his/her part-time schedule.
6. Job-shares are normally 50/50%, however a 60/40% may be considered on a case-by-case basis by the principal at a site.
7. A principal may limit the number of job-share positions in a subject and/or grade.
8. Both teachers will attend all district designated parent conferences.
9. Principal will approve a working calendar prior to the first day of school that the job share teachers have created.
10. Job-share requests must be made by District assignment preference deadlines.
11. If the requests are approved, the District will inform teachers when tentative assignments are made by June 1, whichever occurs first.
12. The District will not make changes to the job share teacher(s) assignment or schedule after agreements have been made in writing without input from the teachers in this agreement to job share.
13. Both teachers will work the first two student days and the last two days of school.

Tentative Agreement

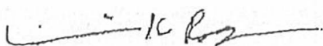
14. The job share partners and the Principal shall discuss attendance at staff development days prior to the start of the school year. The parties shall attempt to reach mutual agreement on attendance, however if there is no mutual agreement the Principal shall make the final determination. Notwithstanding the above attendance shall not be less than the calendar approved district-wide staff development days. Unit members will be required to attend CLT days that include items mandated by the state and days agreed upon by the job-share partners and principal.
15. For all aspects of this collective bargaining agreement a job share is viewed as 1 unit member.

SIDE LETTER

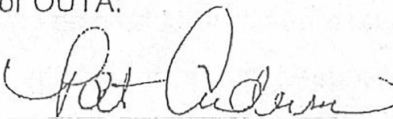
1. COMMUNITY COLLEGE UNITS

- a. The District agrees that community college units taken relative to a unit members teaching assignment shall be accepted towards placement on the salary schedule.
- b. Community college units taken in order to meet the requirements for a supplemental authorization will be accepted towards placement on the salary schedule.
- c. Community college units taken in Spanish or Sign Language will be accepted towards placement on the salary schedule.
- d. All course units for salary placement purposes shall be approved by the Superintendent or designee prior to the first day of such course.

For the District


_____Date: 11/15/05

For OUTA:


_____Date: 11/15/05

By signing this form we both agree to this new evaluation cycle.

Evaluator
Date

Cc Evaluatee, Evaluator, Personnel File

Transfer / Reassignment/ Part-Time Employment Conversation Form

Each of the following items shall be discussed with the staff member.

Educational Needs of the Students:

Teacher's

Preference _____

Qualifications _____

Certifications _____

Experience Training _____

Length of Service in the District: _____

Site Administrator Date

Staff Member Date

OAKLEY UNION TEACHERS ASSOCIATION GRIEVANCE FORM

Grievance # _____ Grievant _____

Date of Informal Conference: _____

Administrator Present at Informal Conference: _____

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____

(Attach additional sheets if necessary)

2. The date, or date(s), on which the violation allegedly occurred:

3. Describe how the contract articles/paragraphs listed in #1 above were violated.

4. Specifically, what remedy do you want?

Record of Time:

<u>Level</u>	<u>Date Filed</u>	<u>With Whom</u>
I _____	_____	_____
II _____	_____	_____
III _____	_____	_____

Tentative Agreement

January 27, 2021



For OUTA



For OUESD

Memorandum of Understanding

Counselors

Due to the multiple elements being unknown, OUESD request that this MOU for Counselor Ratio be tabled until the 2021-2022 school year. OUESD would stipulate that this could be discussed further and not count as an article in any negotiations. For example: If there are a set number of openers, this MOU would not count toward that number. This can be a part of discussions for the 2021-2022 school year. For the 2021-2022 school year, we agree that each middle school will be staffed with at least 1.5 counselors and the elementary schools will not have diminished counselor support until the determination of the need is addressed in a further MOU or embedded into Article 26.

The District will continue to evaluate the roles and responsibilities assigned to counselors as part of the Social Emotional Learning Cohort.

All items below will be discussed beginning August of the 2021-2022 school year once we have an idea of what our delivery model will be and what supports are needed.

This agreement shall twilight on June 30, 2023 unless agreed to by both parties.

Memorandum of Understanding

TEACHERS ON SPECIAL ASSIGNMENT

SECTION 1: DESCRIPTION

A Teacher on Special Assignment is a unit member whose assignment is outside of the classroom.

SECTION 2: PURPOSE

The purpose and role of a Teacher on Special Assignment is to provide his/her expertise, skills, talents, and knowledge in order to improve the quality of instruction and provide professional development thus increasing student achievement. The focus of the assignment will be based on the identified need of the district.

SECTION 3: DEFINITIONS

There will be two (2) classifications of Teachers on Special Assignment: (1) Teachers on Special Assignment I are assigned to a school site and (2) Teachers on Special Assignment II are assigned to a department.

A. Teachers on Special Assignment I - Assigned/Located at School Sites include but are not limited to the following:

- a. Curriculum Resource
- b. Language Development Resource
- c. Program Resource
- d. Academic Coaches
- e. Intervention
- f. Special Education
- g. Technology
- h. Assessment

B. Teachers on Special Assignment II - Assigned/Located to a department at the District Office include but are not limited to the following:

- a. Curriculum Resource
- b. Language Development Resource
- c. Program Resource
- d. Academic Coaches
- e. Intervention
- f. Special Education
- g. Technology Assessment

SECTION 4: SELECTION PROCEDURE

- A. When a need for a Teacher on Special Assignment position is determined, the district will post via email to all current Unit Members. New Teacher on Special Assignment positions shall be identified in a notice prepared and distributed by Human Resources that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with eligibility criteria with attention to experience and training identified in the notice. The District shall post known openings for Teachers on Special Assignment for an ensuing school year by the prior March 1, or when the Teacher Preference Forms are distributed - whichever occurs first. Open positions shall be posted by the District Human Resources Office, on the OUTA bulletin board at each school site, and sent via email to unit members.
- B. For openings for Teachers on Special Assignment that occur during the summer recess period, the District shall post a list of known vacancies via district email to unit members.
- C. Any vacancies that occur during the school year shall be posted in accordance with Article 13, Assignment and Transfer.
- D. The primary criteria in selecting Teachers on Special Assignment shall be appropriate credentials, appropriate trainings, appropriate experience, and satisfactory evaluations.
- E. New Teacher on Special Assignment positions shall be identified in a notice prepared and distributed by Human Resources that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with eligibility criteria with attention to experience and training identified in the notice.

SECTION 5: HOURS

A. Workday

1. The workday for Teachers on Special Assignment I shall be the same as the contractual day for classroom teachers at unit member's school site aligned with section 1 of Article 9.
2. The workday for Teachers on Special Assignment II shall be flexible as needed, schedule will be developed with the department supervisor, however they should not be required to work more than 8 hours a day, including a thirty-five (35) minute duty-free lunch.

B. Work Year

1. The contracted days for Teachers on Special Assignment I shall be aligned with Article 19.
2. The contracted days for Teachers on Special Assignment II shall be equivalent to the set number of days for the specific unit member per Article 19. The unit member's work year shall be flexible based on the needs of the department. The unit member's work year calendar will be developed by the department supervisor.

SECTION 6: SALARY

- A. Teachers on Special Assignment I and II, shall be paid according to their placement on their specific unit member's Salary Schedule within Appendix A.
- B. Supplemental Pay shall be compensated at the unit member's per diem if required to work additional days.

SECTION 7: DUTIES

- A. The District shall provide a job description of duties and responsibilities for each Teacher on Special Assignment.
- B. The site administrator and/or department Administrator, may assign a Teacher on Special Assignment to provide coverage as necessary when a substitute is not available.
- C. Any teacher on Special Assignment who holds an administrative credential and who agrees to serve as the Administrator designee may do so.

- D. Teachers on Special Assignment shall not evaluate other certificated staff or Association members.

SECTION 8: VOLUNTARY TRANSFERS

- A. Teachers on Special Assignment requesting a voluntary transfer to a classroom position shall follow the procedures contained within Article 13 Assignment and Transfer.

- B. Return Rights

Unit members who accept a Teacher on Special Assignment position will be granted priority consideration for vacancies in the Assignment and Transfer process for returning to an identified classroom position.

SECTION 9: TERM OF SERVICE

- A. Effective July 1, 2021, a unit member shall hold a Teacher on Special Assignment position for a term of three (3) consecutive years. After completing a term of service, the immediate supervisor and the Teacher on Special Assignment may agree to extend the position based on the needs of the department/site.
- B. A unit member shall hold a Teacher on Special Assignment position for no more than three (3) successive terms. Subsequently, the Teacher on Special Assignment shall be granted return rights as stated above.
- C. Either a Teacher on Special Assignment or the Site Administrator may end the assignment at the completion of any school year so long as this action is not arbitrary or capricious.
- D. Teachers on Special Assignment who would have otherwise completed three (3) consecutive terms at the end of the 2020-2021 school year shall be reassigned to a classroom position no later than the beginning of the 2023-2024 school year.

SECTION 10: EVALUATION PROCEDURES

Procedures and timeline for evaluations will follow CBA Article 14. Using the "Certificated Goal Setting Form" the evaluator and unit member on special assignment will meet to develop mutually agreed upon goals that are aligned to the Teacher on Special Assignment position and the Evaluation Standards for Teachers. The "Part II Certificated Evaluation form for Teacher on Special Assignment- Personnel Performance Report" will be used for observations and end of year summative evolution. (see attached)

Memorandum of Understanding between
Oakley Union Elementary School District and Oakley Union Teachers Association
Regarding Universal Transitional Kindergarten
05-11-2022

The Oakley Union School District ("District" or "OUESD") and the Oakley Union Teachers Association ("OUTA") enter into this Memorandum of Understanding ("MOU") regarding the negotiable impacts of universal transitional kindergarten.


The Parties agree to the following:

- A. Commencing on July 1, 2022, the instructional day for a teacher assigned to a transitional kindergarten program shall be aligned to the start and end time of the kindergarten instructional day.
- B. Transitional kindergarten teachers will provide instructional and intervention support, as assigned by the site administrator, for instructional time beyond the transitional kindergarten instructional day.

For OUTA

A handwritten signature in cursive script, appearing to read "Monica Freeman", written over a horizontal line.

For OUESD

A handwritten signature in cursive script, written over a horizontal line.