

OAK GROVE SCHOOL DISTRICT

OAK GROVE EDUCATORS' ASSOCIATION

TENTATIVE AGREEMENT

November 1, 2018

The Oak Grove School District ("District") and the Oak Grove Educators' Association ("OGEA") have negotiated and reached a tentative agreement on Article 10 ("Evaluation Procedures") and Article 12 ("Compensation") of the collective bargaining agreement ("CBA") to completely resolve negotiations for the 2018-2019 school year. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by OGEA bargaining unit and approval by the Governing Board. Both parties agree to recommend the total package agreement to their constituents.

1. Article 10 - Evaluation Procedures

10.1 Evaluation Formats

To evaluate unit members as mandated by the Education Code, the District may use the Formal Evaluation forms attached as in Appendix D-1, D-2, and D-3, and may follow the Formal Evaluation procedure described in Sections 10.6 through 10.10. If permitted by the language of this Agreement, the District may use the Alternative Evaluation format procedures described in Section 10.9~~13~~ and use the Alternative Evaluation Form attached as D-5~~10~~. Sections 10.1-10.4~~5~~ and 10.10-10.11 of Article 10 must be followed for all unit members.

10.2 Frequency Of Evaluation

10.2.1 Probationary/Temporary Unit Members

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

10.2.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members given a rating of "Satisfactory/~~Meetings~~ Standards" shall be formally evaluated at least once every other year. Permanent unit members given a rating

of "~~progress toward standards not evident~~unsatisfactory/not meeting standards" in any category on the Formal Evaluation Summary or on the Completion of Alternative Evaluation Form shall be formally evaluated each school year. A unit member who has transferred to a different school or work site from the site where the unit member was based in the preceding year may be evaluated, even if the unit member was evaluated during the preceding year.

10.2.3 Permanent Unit Member Eligible For The Five Year Evaluation Cycle

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

For the purposes of Article 10, a permanent unit member shall be "eligible" for the five (5) year evaluation cycle if the unit member meets the following criteria and the unit member and the evaluator mutually consent to the unit member's participation in the five (5) year evaluation cycle:

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

10.2.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five-year evaluation cycle, by no later than September 15 both the unit member and the site administrator/evaluator will sign the eligibility form attached to this Agreement as Appendix D-49. The signed and completed eligibility form shall be placed in the unit member's District personnel file.

10.2.3.2 With mutual consent between the eligible permanent unit member and the unit member's evaluator, the unit

member may participate in the Alternative Evaluation Plan For Permanent Staff described in Section 10.913.

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

10.3 Areas Of Evaluation

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

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

~~Each non-instructional unit member providing instruction and/or support outside of the regular classroom shall be evaluated using the appropriate observation and evaluation forms for their position in Appendix D based upon the unit member's satisfactory fulfillment of defined job responsibilities. Each non-instructional such unit member shall meet the standards stated in Education Code Section 44662, the applicable California Standards For The Teaching Profession, or applicable professional standards, and Section 10.3. The timelines shown in Article 10 shall apply to non-instructional these unit member evaluations.~~

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

10.3.1. The evaluation of student progress shall be based upon standards of expected student progress at each grade level in each area of study. The state adopted academic content standards are the District adopted content standards for expected student

achievement. Data to facilitate such evaluations shall be secured through a number of relevant procedures, which may include classroom observation forms (Appendix D-1A), student work products, District assessments, criterion-referenced tests, and a unit member's anecdotal records.

- 10.3.2. The unit member's use of instruction techniques and strategies (CSTP Standards "1", "3," "4," and "5").
- 10.3.3. The unit member's adherence to curricular objectives (CSTP Standards "3," "4," and "5").
- 10.3.4. The unit member's establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities (CSTP Standard "2").
- 10.3.5 The unit member's continuous development as a professional educator (CSTP Standard "6").
- 10.3.6 Evaluation and assessment of the unit member's performance pursuant to this article shall not include the use of publishers' norms established by standardized tests.
- 10.3.7 ~~Each non-instructional unit member providing instruction and/or support outside of the regular classroom shall be evaluated using the appropriate observation and evaluation forms for their position in Appendix D based upon the unit member's satisfactory fulfillment of defined job responsibilities. Each non-instructional such unit member shall meet the standards stated in Education Code Section 44662, the applicable California Standards For The Teaching Profession, and Section 10.3. The timelines shown in Article 10 shall apply to non-instructional these unit member evaluations.~~

Upon request, the District shall provide unit members a copy of their job description.

~~10.4 School And District Files~~

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

10.45 Notice To Unit Members

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

10.56 Pre-Conference And Evaluation Plan

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

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

10.67 Classroom Observations/Post Observation Conferences

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first two (2) formal observations, the District shall give the unit member at least

two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. The appropriate observation form ~~is attached as in Appendix D-1~~ and shall be completed after each observation.

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

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

10.78 Formal Evaluation Summary

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

10.78.2 If a permanent unit member is given a "~~Progress-Not Evident~~Unsatisfactory/Not Meeting Standards" or "Not Meeting Standards," the District must include the following on the Certificated Performance Improvement Plan, attached as Appendix D-38:

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

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

10.78.2.3 A time period for demonstrating improvement; and

10.78.2.4 A description of methods used to measure improvement.

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

10.78.3 Where the evaluatee receives an overall “unsatisfactory/not meeting standards” Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary. A unit member may only receive a marking of “unsatisfactory” on their formal evaluation summary if they have not satisfactorily completed the process delineated in Section 10.78.2.

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

10.89 Unsatisfactory Evaluation Of Permanent Unit Member

A permanent unit member who fails to perform satisfactorily or demonstrate the target behavior required by Section 10.78.2, may be given a rating of “Unsatisfactory/Not Meeting Standards” on the Formal Evaluation Summary. If a permanent unit member is rated “Unsatisfactory/Not Meeting Standards” on the Formal Evaluation Summary, the evaluator shall hold a conference with the permanent unit member prior to the issuance of the Formal Evaluation Summary. The permanent unit member shall be notified of the right to have an OGEA/Association representative present at the meeting. Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code Sections 44932 through 44945.

10.913 Alternative Evaluation Procedure

10.913.1 Participation

With mutual consent between a permanent unit member and the unit member’s evaluator, the unit member may participate in the Alternative Evaluation Plan for Experienced Certificated Staff. For participating unit members, the alternative evaluation procedure shall replace the traditional evaluation methods described in Sections 10.2 through 10.89.

10.913.2 Pre-Evaluation Goal Setting Conference

Each participating unit member shall meet with his or her evaluator for a goal setting conference no later than October 15.

During the goal setting conference, the site administrator and the unit member shall complete the following activities:

- 10.913.2.1 Agree on the unit member's goals and select an alternative evaluation option from those described in Section 10.913.4.1. The unit member shall select an alternative evaluation option closely aligned with his or her annual goals.
- 10.913.2.2 Develop timelines for completion.
- 10.913.2.3 Review how the alternative evaluation option will enhance student learning.
- 10.913.2.4 Review options for sharing the final results of the unit member's alternative evaluation activities with other colleagues.

10.913.3 Evaluation Plan

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

10.913.4 Alternative Evaluation Options

The options for alternative evaluations are described as follows:

10.913.4.1 Individual Growth Activities

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

10.913.4.2 Cohort Team Growth Activities

Participating unit members may collaborate and evaluate each other's performance through Cohort Team Growth Activities. These activities may include cognitive

coaching, peer review of a video-tape of the unit member's lesson plan, peer classroom visitations, and collaborative teaching and presentations to staff. Unit members may also create their own team projects with their evaluator's consent.

10.913.4.3 Educational Research

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

10.913.5 Timelines

Each participating permanent unit member and site administrator shall comply with the timeline established by Article 10 and the dates specified in Section 10.45, Section 10.56, and Section 10.78.1.

10.913.6 Post-Evaluation Conference

Before May 10, the unit member and evaluator will meet to review the progress of the unit member's selected alternative evaluation activities. Both the unit member and the evaluator will provide a written response concerning the unit member's progress. Upon satisfactory completion of the selected alternative evaluation activities, the evaluator shall place in the unit member's personnel file a form indicating that the unit member has completed the alternative evaluation plan and has or has not met District's performance standards (Appendix D-611, Completion of Alternative Evaluation Form).

10.913.7 Return To The Traditional Evaluation

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

10.9~~13~~.8 Alternative Evaluation Forms

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

10.10~~2~~ Evaluation Forms

The traditional evaluation forms referred to in Sections 10.1 through 10.9 of this Article are attached as Appendices D-1A, D-21B, D-38, and D-49.

The Alternative Evaluation Form referred to in Section 10.13 is attached as Appendix D-510.

10.11~~0~~ Personnel Files

10.11~~0~~.1 Materials in unit members' personnel files, both District and school files, are to be made available for the inspection of the unit member involved, except items that are excluded by the Education Code.

10.11~~0~~.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.

10.11~~0~~.3 Information of a derogatory nature, except as provided by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment on the information. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member's own comments on the information. The unit member's review of the information shall take place during normal business hours.

10.12 Complaint Procedure

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

10.12.1 Notice Of Complaint

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

10.12.2 Right To Representation

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

10.12.3 Right To Attach Comments

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

10.12.4 Confrontation Limitations

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

10.12.5 Discrimination And Criminal Complaints

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

10.12.6 Confidentiality

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

10.12.7 Informal Level

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

give the complainant a copy of the District's appropriate complaint procedure and form.

10.12.8 Formal Level

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

~~10.14 District And OGEA Special Agreements for 2016-2019~~

~~10.14.1 Joint Professional Development~~

~~The District and OGEA agree to develop a joint professional development regarding the expectations of the California Standards of the Teaching Profession.~~

~~10.14.2 2018-2019 Reopen Negotiations~~

~~During the 2018-2019 reopener negotiations, the District and OGEA agree to reopen negotiations about Article 10: Evaluation.~~

2. Article 10 & Appendix D Evaluation Forms

A. The Parties agree for the 2018-19 school year to use the following employee performance evaluation and observation forms (which are attached) for purposes of completing the observations and evaluations under Article 10 ("Evaluation Procedures") on a pilot basis for employees in the following classifications:

- o Adapted PE
- o Counselor
- o Nurses
- o Psychologist
- o Speech Language Pathologist
- o Teacher on Special Assignment

B. The Parties agree to continue using the employee observation and performance forms under Appendix D-1 and D-2 to the 2016-19 Collective Bargaining Agreement between the Parties for the 2018-19 school year and for classroom teachers and other certificated employees not in any of the classifications listed in Paragraph 1 since those forms were previously circulated and are currently in use by school site administrators.

C. The Parties further agree that Appendix D of the CBA will be updated to reflect the inclusion of these new evaluation forms, attached hereto and incorporated herein as part of this TA, as follows:

- D-1A Teacher—Observation Form
- D-1B Teacher—Formal Evaluation Summary
- D-2A Adapted PE—Observation Form
- D-2B Adapted PE—Formal Evaluation Summary
- D-3A Counselor—Observation Form
- D-3B Counselor—Formal Evaluation Summary
- D-4A School Nurse—Observation Form
- D-4B School Nurse—Formal Evaluation Summary
- D-5A Psychologist—Observation Form
- D-5B Psychologist—Formal Evaluation Summary
- D-6A Speech Language Pathologist—Observation Form
- D-6B Speech Language Pathologist—Formal Evaluation Summary
- D-7A Teacher on Special Assignment—Observation Form
- D-7B Teacher on Special Assignment—Formal Evaluation Summary
- D-8 Certificated Performance Improvement Plan
- D-9 Eligibility for Five Year Evaluation Cycle
- D-10 Mutual Agreement for Participation in Alternate Evaluation Form
- D-11 Completion of Alternate Evaluation Form

3. Article 12 - Compensation

Article 12, Compensation, shall be revised as follows:

12.1 Salary Schedule

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

12.1.1 Professional Growth

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

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

12.1.2 Experience

The salary schedule provides steps for experience:

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

12.1.3 Longevity Increment

The salary schedule provides for three (3) longevity increases at Class V, Step 1716 and Class V, Step 2119, and Class V, Step 2522. The stipend for longevity increments is an amount equal to five percent (5%) of the preceding salary step. The employee's initial salary step placement shall be applied toward the employee's eligibility for longevity increments.

12.1.4 Master's Degree Or Doctorate Stipend

An annual stipend shall be paid to unit members holding an earned Masters degree (M.A.) or Doctorate (Ph.D. or Ed.D.) from an accredited institution. Honorary degrees and/or degrees from schools not accredited by the American Association of Universities shall not qualify for this annual stipend. This annual stipend shall be the amount equal to 5.65% of Step 1, Class I of the teachers' salary schedule.

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

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

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

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

12.1.5 Serving Less Than A Full School Year

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

12.2 Initial Placement On Salary Schedule

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

12.2.1 Units Earned In Imbedded State University Programs

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

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

12.2.2 Units Earned After B.A.

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

12.2.3 Prior Experience

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

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

12.2.4 Experience In Private Or Public Institutions

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

curriculum taught comparable to that of the public schools of California.

12.2.5 Out-Of-District Experience

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

The following chart summarizes this rule:

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

12.2.6 Nursing Experience And Compensation

Public school nursing or up to two (2) years of public health nursing shall be deemed as acceptable professional experience for school nurses in determining their placements on the certificated salary schedule. When a nurse earns the clear credential authorization described by Education Code Section 44877, the nurse shall work two hundred two (202) days and be placed on the Section 12.8 Counselor Salary Schedule. In addition, the District may appoint one (1) Lead Nurse. The Lead Nurse shall work two hundred two (202) days and shall be placed on the Section 12.9 Psychologist Salary Schedule.

12.2.7 Records Of Training

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

12.3 Certificated Employees Reemployed By The District

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

12.4 Advancement On The Salary Schedule

12.4.1 Duration Of Classification

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

12.4.2 Verification Of Course Work

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

12.4.3 Basis Of Classification

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

compliance with these rules and regulations shall be granted.

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

12.4.4 Recognition Of College Units

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

12.4.5 Salary Schedule For Partial Year

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

12.5 Supplemental Pay

12.5.1 Coach Stipend For After School Sports

Unit members may apply for and be selected for assignments in the after school sports program. The District shall pay an annual stipend of \$1,500 per coaching stipend to each fully

credentialed unit member assigned to coach in the after school sports program in addition to the unit member's full-time assignment. Whenever possible, the District shall offer bargaining unit members vacant coaching positions in the after school sports program before employing non-bargaining unit walk-on coaches.

12.5.2 Middle School Athletic Director

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

12.5.3 Home Teachers

The regular classroom teacher of a child needing home teaching shall have the first right of refusal for the home teaching assignment. The District shall pay home teachers at the rate described in Section 12.5.4.1, Student Extended Day Instructional Programs.

12.5.4 Extended Duty Pay

12.5.4.1 Student Extended Day Instructional Programs
The District shall compensate unit members at the rate of forty-six dollars (\$46.00) per hour for instructing students in core instructional programs outside the regular student school day or instructing staff in best practices outside the unit members' work day. For the purpose of this Section, the word "student" shall include Pre-Kindergarten students, TK-8 students, and adult students.

12.5.4.2 Extended, Non-Instructional Extra Duties
The District shall pay a unit member thirty-eight dollars (\$38.00) per hour for extended, non-instructional extra duties performed beyond their regular unit member duties.

12.5.4.3 Unit members may apply for and be selected for assignments as mentors in the District Induction Program. The District shall pay an annual stipend of \$1,456 to each unit member assigned to mentor one employee in the Program

and \$1,800 for each unit member assigned to mentor two or more employees.

12.5.5 Stipend For Intermediate Band Director

Effective on first unit member work day of the 2015-2016 school year, the District shall pay an Intermediate School Band Teacher a stipend of \$2,500 for the implementation of an After School 6th Grade Band Program consisting of participant recruitment, twice weekly after school practice sessions and a culminating April/May evening concert. The After School 6th Grade Band Program shall commence in October of the school year and culminate after the April/May concert event.

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

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

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

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

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

12.5.7 Substituting During Preparation Periods

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

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

12.5.8 Compensation For Peer Assistance And Support Program

Effective on first unit member work day of the 2015-2016 school year, this section 12.5.8 shall be revised to read as follows:

12.5.8.1 Joint Panel Members

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

12.5.8.2 Consulting Teachers

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

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

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

12.5.9 Faculty Associate Stipend

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

12.5.10 Compensation For Bus Supervision

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

12.5.11 Uniform Stipends For District Established Meetings And Trainings

Unit members may volunteer to participate in District established meetings and/or trainings scheduled outside the unit member's duty day and duty year as defined by Article 14. When scheduling a meeting or training, the District announcement shall include a statement that a Uniform Stipend either shall or shall not be paid. Effective on first unit member work day of the 2015-2016 school year, unit members selected to attend a Uniform Stipend meeting or training shall be paid one hundred and fifty dollars (\$150.00) for each non-duty day and seventy-five dollars (\$75.00) for each non-duty half (1/2) day. Unit members selected to attend Uniform Stipend meetings after the end of the regular workday scheduled to end after 6:00 p.m. shall be paid the seventy-five dollars (\$75.00) 1/2 day stipend.

12.5.12 Performance Incentive Awards

If a school qualifies for Performance Incentive Awards as described in Education Code Sections 44650-44654, the District and the Association shall meet and negotiate regarding the distribution of the awarded funds to the unit

members assigned to the classroom and other certificated staff at the site during the school year for which the award was granted.

12.5.12.1 School Site Input

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

12.5.12.2 Default Distribution

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

12.5.13 Pay For National Board, ASHA, or Equivalent Certification

12.5.13.1 District Stipend

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

12.5.13.2 Start Date

The ~~NBPTS or ASHA~~ stipend referenced in section 12.5.13.1 will be paid beginning with the school

year following ~~notification to the unit member that NBPTS or ASHA~~ the unit member's receipt of the certification and submission of the certification to the District on or before September 30 has been achieved, and will continue for each year for which NBPTS or ASHA the certification is valid.

12.5.13.3 State Of California Stipend

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

12.5.14 Technology Mentor Stipend

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

12.5.15 SDC Teacher Stipend

For every school year a unit member is assigned in a pre-kindergarten through sixth grade Special Day Class, the unit member shall receive a stipend of one thousand dollars (\$1,000).

12.6 Summer School Teachers

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

12.7 Science Camp Teachers

The District shall pay \$150 per night, up to four nights, to bargaining unit members who volunteer to teach or supervise students participating in science camp.

12.8 Counselors' Six Step Salary Schedule

12.8.1 Salary Schedule For 2016-2017

Effective on the first unit member work day of the 2016-2017 school year, the District shall create the Counselors' Six Step Salary Schedule. The District shall improve the newly created Salary Schedule by three and one half percent (3.5%) over the 2015-2016 salary schedule for counselor bargaining unit members in active, paid status on the date the Board ratifies this Agreement. The counselors' Salary Schedule shall be entitled "2016-2017 Counselors' Salary Schedule" and shall be attached to this Agreement as Appendix A-3.

12.8.2 Salary Schedule For 2017-2018

Effective on the first unit member work day of the 2017-2018 school year, the Counselors' 2016-2017 Salary Schedule shall be improved by two and one half percent (2.5%). The Counselors' 2017-2018 Salary Schedule shall be attached to this Agreement as Appendix A-4.

12.8.3 Salary Schedule for 2018-19

The 2017-18 Counselor's salary schedule will remain unchanged for the 2018-19 school year.

12.9 Psychologists' Salary Schedule

12.9.1 Nine Step Schedule

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

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

12.9.2 Psychologists' Salary Schedule

12.9.2.1 Salary Schedule For 2016-2017

Effective on first unit member work day of the 2016-2017 school year, the District shall improve the Psychologists' Salary Schedule by three and one half percent (3.5%) over the 2015-2016 salary schedule for psychologist bargaining unit members in active, paid status on the date the Board ratifies this Agreement. The psychologists' salary schedule shall be entitled "2016-2017 Psychologists' Salary Schedule" and shall be attached to this Agreement as Appendix A-5.

12.9.2.2 Salary Schedule For 2017-2018

Effective on the first unit member work day of the 2017-2018 school year, the Psychologists' 2016-2017 Salary Schedule shall be improved by two and one half percent (2.5%). The Psychologists' 2017-2018 Salary Schedule shall be attached to this Agreement as Appendix A-6.

12.9.2.3 Salary Schedule for 2018-19

The 2017-18 Psychologist salary schedule will remain unchanged for the 2018-19 school year.

12.9.3 Longevity And Advanced Degree Stipends

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

12.10 Teachers' Salary Schedule

12.10.1 Salary Schedule For 2016-2017

Effective on first unit member work day of the 2016-2017 school year, the District shall improve the salary schedule by three and one half percent (3.5%) over the 2015-2016 salary schedule for bargaining unit members in active, paid status on the date the Board ratifies this Agreement. The salary schedule shall be entitled "2016-2017 Teachers' Salary Schedule" and shall be attached to this Agreement as Appendix A-1.

12.10.2 Salary Schedule For 2017-2018

Effective on the first unit member work day of the 2017-2018 school year, the 2016-2017 Teachers' Salary Schedule shall be improved by two and one half percent (2.5%). The 2017-2018 Teachers' Salary Schedule shall be attached to the Agreement as Appendix A-2.

12.10.3 Bargaining History About Payment For 2012-2013 Furlough Days

As a result of the Section 21.3.3 reopener negotiations in 2013, the District paid unit members for five (5) furlough days in 2012-2013. The payments were a one-time, lump sum, non-recurring payment and were not placed on the salary schedule. Prior to June 30, 2013, the District paid each bargaining unit member in active paid status for at least 139.5 work days during the 2012-2013 school year a one-time, lump sum, non-recurring payment equivalent to the dollar amount difference between that bargaining unit member's placement on the 186 work day salary schedule attached as Appendix A-1 (A) and the bargaining unit member's placement on the 2012-2013, 182 day salary schedule attached as Appendix A-1 (D). The District shall have no obligation to make a similar payment on any future date. This paragraph is included to demonstrate the bargaining history from the 2013 reopener negotiations and is not precisely the same language as the 2013 reopener agreement language.

12.10.4 Salary Schedule for 2018-19

The 2017-18 Teacher's salary schedule will remain unchanged for the 2018-19 school year.

For the 2018-19 school year only, and in an effort to ensure parity between District employees, if any employee bargaining unit or District employee (including confidential and management employees and the District Executive Team and Superintendent) receives an additional increase in their salary and/or health and welfare benefits for the 2018-19 school year beyond their current total compensation, the District and OGEA will return to the table and determine how such increase should be allocated to OGEA.

12.11 STRS Defined Supplemental Benefits Plan

This Section became effective July 1, 2002.

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

- Supplemental Pay Sections 12.5.1, (Coaches), 12.5.2 (Middle School Athletic Director), 12.5.3 (Home Teachers), 12.5.4 (Extended Duty Pay), 12.5.5 (Intermediate Band Director), 12.5.6 (School Modernization, Construction, Maintenance, and/or Carpet Replacement), 12.5.7 (Substituting During Preparation Periods), 12.5.8 (Peer Assistance and Support), 12.5.9 (Faculty Associate Stipend), 12.5.10 (Compensation for Bus Supervision), 12.5.11 (Uniform Stipends for District-Established Meetings And Trainings), 12.5.12 (Performance Incentive Awards), 12.5.13 (NBPTS/ASHA), 12.5.14 (Technology Mentor);
- Summer School (Section 12.6);
- Curriculum writing and development;
- Consulting teacher;
- Regular teaching within the school year beyond 1.0 FTE;
- Any other activity mutually agreed in writing by the Superintendent and the President of the Association as an amendment to this provision.

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

4. General Terms

- A. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to each of the articles.
- B. Conclusion of Negotiations. This Agreement will conclude negotiations for the 2018-19 school year with no reopeners in that year.
- C. Effective Date. The Agreement shall become effective upon ratification by OGEA and approval of the District Governing Board.
- D. Technical Changes. The Parties agree to work together to review the Index and Appendix and make any necessary changes to the CBA, Index and Appendix to reflect agreements and update cross references.
- E. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

On Behalf of the District

Dated: 11/1/18



Andrew Garcia
Assistant Superintendent, Human Resources
Oak Grove School District

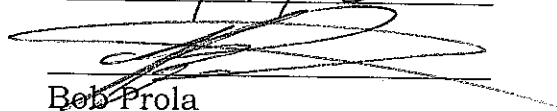
Dated: 11/1/18



Ivan Chaidez
Assistant Superintendent,
Educational Services

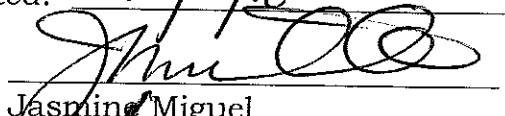
On Behalf of the OGEA

Dated: 11/1/18



Bob Prola
OGEA Bargaining Chair

Dated: 11/1/18



Jasmine Miguel
OGEA Bargaining Team Member



Negotiations Notes
2018-19 OGSD and OGEA Bargaining
November 1, 2018

Negotiations Note Regarding Parity Provision (Article 12-Compensation)

The District understands the “parity provision” added to section 12, Compensation, of the Collective Bargaining Agreement between the District and the Oak Grove Education Association (OGEA) to be limited to the 2018-19 school year and only applicable to any new or additional salary (including on-going and/or one time) increases and/or increases to the District’s health and welfare benefits contribution. It does not apply to any step and/or column movement that occurs or would occur during the 2018-19 school year based on previously negotiated contract terms. It also does not apply to any other previously negotiated terms in existing employee or bargaining unit contracts.

As of November 1, 2018, the parties acknowledge that the Board has not approved any increases to salary for any employee or employee bargaining unit for the 2018-19 school year.

In the event OGEA believes that any employee or employee group received an increase to salary and/or benefits that implicates this parity provision, OGEA will notify the District and request to return to the table to determine how such increase shall be allocated to OGEA.

Negotiations Note regarding National Board, ASHA, or other Equivalent Certification (Article 12, section 12.5.13)

For the 2018-19 school year only, the District and OGEA agree that any employee who, within thirty (30) calendar days of final ratification and approval of the 2018-19 Tentative Agreement, submits to the District’s Human Resources Office a copy of their National Board, ASHA, or other equivalent certification consistent with section 12.5.13, will be eligible for and receive the \$2,000 stipend pursuant to that section.

