

**ARTICLE VII**  
**SPECIAL EDUCATION**

17. ~~Alternative Service Delivery Models (ASDM)~~

~~Unit members may participate in Alternative Service Delivery Models (ASDM) (regular and/or Special Education). District guidelines shall be followed including approval steps involving the District and the Association.~~

17. *The District will make a good faith effort to protect the teacher's professional time. To that end the District will support the scheduling of IEP meetings during the regular school day. Teachers are not required to participate in IEP meetings longer than 60 minutes beyond the teacher's regular work day.*

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

**ARTICLE VIII**  
**HOURS OF WORK**

A. Minimum School-Based Assignment:

~~Specialists/Teachers who are assigned to the Briggs Center or similar District office site shall normally have an eight (8) hour work day, exclusive of the lunch period. Recognizing that daily schedules may vary due to a variety of job related factors, teachers on Assignment not assigned to school sites shall normally have a 7.5 hour work day inclusive of the lunch period.~~

B. Minimum Pupil Days: During parent conference weeks, the instructional days shall not exceed 230/240 minutes in length.

For Back-to-School Night and Open House, school sites shall schedule instructional days which do not exceed 230/240 minutes in length.

F. Lunch, Breaks, and Preparation Periods:

The District shall assign sufficient additional personnel to provide not less than thirty-five (35) preparation periods per school year to full time classroom teachers grades 1-6 (excluding Middle School). The preparation period shall normally be one (1) class period per week of an hour (60 minutes) per teacher, or in the case of scheduling difficulties, of no less than fifty (50) minutes without reducing student instructional time. *Preparation period time may be shorter on minimum pupil days.* The number of preparation periods for teachers working less than 184 days will be prorated.

Speech/Language Therapists shall be provided the equivalent of one (1) afternoon per week of time without students assigned, for purposes such as preparation, conference, and curriculum development.

I. Kindergarten Share Time: *Unit members teaching kindergarten classes will work sixty (60) minutes with other kindergarten teachers or kindergarten students (share time).*

*When there is an even number of AM and PM teachers, the time will be provided to support instruction in their partner's classroom.*

*If there is an odd number of kindergarten teachers or all of the kindergarten classes are scheduled in the AM, teachers will be expected to collaboratively develop a plan to provide equal support to each other.*

*Alternatively, the kindergarten teachers may develop a plan to support instruction of students in other primary grades, subject to the approval of the Association and District.*

J. Assigned Days of Work: The total number of assigned days of work for different classes of certificated full-time unit members is:

Full time (~~assigned to a single track year-round site or traditional site only~~) 184 days:

- Classroom Teacher
  - APE
  - Support Provider
  - Elementary Music
  - Nurse
  - Outreach Consultant
  - RSP
  - LSH Specialist
  - Teacher on Assignment (TOA)
  - *Academic Counselor*
  - *Instructional Coach (TOA)*
  - *Site Program and Assessment Coordinator*
  - *Dean of Students, Middle School*
  - *Student Services Counselor*
  - OMTA President – 197 days
- Any unit member whose regular contract assignment requires additional days shall be paid on a pro-rata daily rate basis for any days beyond 184 *in which they are expected to complete work regularly assigned to the position.*
  - The work year of unit members employed in positions funded through Categorical/Grant programs will be determined by the requirements of the program/Grant.

K. Job Sharing: Job sharing shall refer to a District approved assignment in which two (2) unit members share one (1) full-time position. Job sharing assignments shall be filled only by unit members who have *at least three (3) years of successful teaching experience and who have* jointly agreed to work together and have submitted the district form, to the Superintendent or designee who shall have the right to approve or deny the job sharing request.

1. Process for Assignment: Unit members shall submit a written proposal to the Superintendent or designee for approval to participate in job sharing. This proposal must be received on or before *sixty (60) duty days* prior to the *end of the year*.  
Unit members shall be informed of the status of their proposal *within ten (10) duty days*.

## ARTICLE IX

### CLASS SIZE

A. Pupil/Teacher Ratios: The District shall ~~make meet the following pupil-teacher class maximums, subject to possible constraints such as staff availability and classroom space. a good faith effort to meet the following pupil-teacher goals and class maximums, subject to possible constraints such as staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, and innovations in methods and programs:~~

1. Kindergarten Goals: 29.5 pupils per class average per school, with the maximum 31.
2. Elementary Goals (Grades 1-6): 29.5 pupils per class average per school, with primary grades (1-3) averaging 27.5, maximum 30; and with intermediate grades (4-6) averaging 31.5, maximum 32. Combined grades K/1 or 3/4 are covered by the primary ratio.
3. Middle School Goals (Grades 6-7-8): ~~30 pupil contacts per class period average per school, with a maximum of 32 except for Physical Education which has a maximum of 45. Pupil contacts per class period are determined as follows:~~

*32 pupil contacts per class period average with a daily pupil contact maximum of 160. For physical education, 45 pupil contacts per class period average with a daily pupil contact maximum of 225.*

- a) ~~Determination of Teaching Periods. Multiply each full-time regular program classroom teacher by five (5) teacher periods. Exclude Special Education program teachers.~~
- b) ~~Determination of Student Periods. Multiply the number of regular students by six (6) periods. Add to this total any periods for which special education students from self-contained classes are regularly assigned to regular classes.~~

e) ~~Divide total school-wide number of student periods by the total number of teaching periods to complete the formula.~~

B. Exclusions: Excluded from the above goals and maximums are:

- 1) those classes that are participating in the State Class Size Reduction (CSR) program.
- 2) ~~those instances where the unit member initiates such a request of the District, and the Association is notified in writing.~~
- 2) traditionally large group classes or experimental instruction such as instrumental or vocal music, situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, *leadership* and other similar situations.
- 4) ~~when an additional teacher is added after February 1st the site may agree to use the additional teacher in instructional support role. This additional teacher will be counted toward the staff enrollment figures provided monthly to the Board of Trustees.~~

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

D. Remedies: ~~In any situation where class sizes in the above mentioned enrollment reports exceed the above goals and/or maximums, the following shall be the sole remedy:~~

~~The Superintendent shall promptly and publicly report to the Board concerning all such classes, noting the location(s) and grade(s) involved, together with any circumstances or constraints which may have caused or affected the situation.~~

Over-Enrollment: *Teachers whose class-size average remains over the stated limits shall be compensated in accordance with the following:*

- 1) *The District has a grace period of twenty (20) student days at the beginning of the year to correct over-enrolled classes.*

2) *After the grace period, any middle school teacher whose daily student contacts exceed the maximum allowed for a period of ten (10) consecutive days shall be compensated \$7.00 for each additional student contact per day and shall be paid retroactively to the first day of over-enrollment beyond the grace period.*

E. ~~Long Range Planning: It is the District's intention to invite Association participation in long range planning to reduce class sizes.~~

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

## ARTICLE X

### TRANSFER PROCEDURES

#### 6. Selection of Personnel to be Administratively Transferred

~~When an administrative transfer is deemed necessary under Paragraph B.3, the District shall base its selection of personnel upon any or all of the following non-ordered criteria:~~

- ~~a) — Credential authorization;~~
- ~~b) — NCLB “highly qualified” status;~~
- ~~e) — Level of training/professional development;~~
- ~~d) — Educational program needs and requirements (see 4-b above);~~
- ~~e) — School staff balance in terms of experience, sex, race and ethnicity;~~
- ~~f) — Number of staff moves involved in new assignment(s), and/or reassignment of pupils so as to have the least detrimental effect on the educational program.~~

~~When application of the above criteria does not result in the selection of the transferee, contracted-certificated district hire date shall determine priority among those under consideration. However, no unit member may be administratively transferred more than once every three (3) years, except in the event of a school closing, program change or credential restriction. No unit member shall be transferred solely because he/she has applied for a leave of absence.~~

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

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

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

D. Non-Transfer Assignment Changes:

For the ensuing school year the administration shall provide each unit member with a written statement of his/her tentative assignment. In making assignment changes, the administrator shall follow the procedures as outlined above as well as considering unit member preferences. The written statement will be given to the unit member *15 duty days prior to the* ~~on or before~~ the unit member's last scheduled work day. ~~or June 10th, whichever is earlier.~~ It is understood that unforeseen conditions impacting on the instructional program may alter the contents of the written statement.

## ARTICLE XI

### EVALUATION PROCEDURES

#### A. General Provisions

1. Evaluation: A procedure ~~of~~ *for the systematic appraisal of an employee's work performance and professional growth based on the criteria set forth in the on a regular basis as provided for in California Standards for the Teaching Profession. Education Code 44660. The primary purpose of any employee evaluation is to improve the educational process and to develop the highest professional competence on the part of each employee.*
2. Objectives: ~~Annual written commitments by each unit member which consist of expected, measurable achievement.~~ *Notification: The site/department administrator will designate the evaluator and provide notice to the unit members by the 20<sup>th</sup> duty day of school. The designated evaluator will meet with unit members by the 30<sup>th</sup> duty day of school to discuss and collaboratively determine the form of evaluation. The evaluator shall have the sole responsibility for the final evaluation.*

#### B. Forms of Evaluation

1. *Formal Observation Method Evaluation:* A procedure which shall include ~~Objectives and ongoing assessment of Standard for the Teaching Profession through the use of observations, evaluation conferences, and, where necessary, recommendations and assistance for improvement. general performance standards, use of techniques including observations, evaluation conferences and, where necessary, recommendations and assistance for improvement. Formal evaluation will concentrate upon the general performance standards within the unit member's assignment or responsibility. Formal evaluation will culminate in a single Final Evaluation Report which shall become part of the unit member's personnel file.~~

2. *Peer Coaching Method:* In peer coaching, teachers collaborate as coaching partners in a reciprocal, confidential, teacher-directed process of pre-conferencing, data gathering and analysis and post conferencing. Activities are directed toward goals collaboratively agreed upon with the designated evaluator at the start of the collaborative process.
3. *Professional Portfolio Method:* A professional portfolio is a systematic, organized and on-going collection of evidence and artifacts used to demonstrate growing competence in the standards of the teaching profession. Reflection, collaboration, and reassessment are essential elements in the process of creating a portfolio.
4. *Action Research Method:* Action Research is a study of practice through disciplined and focused inquiry resulting in the deeper understanding that the analysis of relevant data can provide. The focus and method of data gathering is collaboratively determined between the evaluator and teacher.

*Each method will culminate in a Final Evaluation Report which shall become part of the unit member's personnel file at the completion of the process. Frequency and timing of the Final Evaluation Report will be determined by the method of evaluation agreed upon.*

~~4. Evaluator:~~

- ~~a. The evaluator shall be the site administrator (principal or assistant principal) except as designated herein. The unit member shall be advised as to the identity of the evaluator within the first twenty (20) days after the unit member's first duty day of the school year.~~
- ~~b. If the unit member has no site administrator, the District shall designate an evaluator with the appropriate credential within the first twenty (20) days after the unit member's first duty day of the school year.~~
- ~~e. The evaluator of Itinerant Special Education teachers, Language/Speech/Hearing Specialists, and Nurses shall be the Director of Pupil Personnel Services or their designee.~~

- ~~d. The evaluator of Teachers on Assignment, or any other position not enumerated above shall be their District Supervisor or designee.~~
- ~~e. The evaluator shall have the sole responsibility for the final evaluation.~~

5.C. Frequency of Formal Evaluation:

- a.1. Probationary and temporary unit members shall be *formally* evaluated each school year, *using the Formal Observation Method, until they attain permanent status.*
- b.2. Permanent (tenured) unit members shall be evaluated at least every other school year.
- e.3. ~~Permit Permanent~~ unit members who have had at least two (2) consecutive satisfactory evaluations *may collaboratively select from the full array of evaluation methods.* ~~shall be evaluated at least every other school year.~~ *Upon agreement of the evaluator and the unit member, unit members shall be formally evaluated at least every five years if they have permanent status, have been employed by the District at least ten (10) years, are "highly qualified" as defined by No Child Left Behind (NCLB) regulations, and whose previous evaluation rated the unit member as meeting or exceeding evaluation standards. Either the unit member or the evaluator may withdraw consent at any time within the contractual timelines of evaluation. Frequency of formal evaluation may be collaboratively determined, with consideration of the method selected. However, a Final Evaluation Report is required at least every five (5) years.*
- d.4. *Both OMTA and the District acknowledge the importance of California Standard for the Teaching Profession 6 (CSTP 6), "Developing as a Professional Educator;" however, an unsatisfactory evaluation is defined as one in which the teacher receives a score of "1" on any of the first five (5) CSTPs or receives a majority of "2s" on the first five (5) CSTPs. When any unit member has received an unsatisfactory evaluation, the unit*

member shall be formally evaluated annually until he/she achieves a satisfactory evaluation. ~~or is no longer employed by the District.~~

~~e. Upon agreement of the evaluator and the unit member, unit members shall be formally evaluated at least every five years if they have permanent status, have been employed by the District at least ten (10) years, are "highly qualified" as defined by No Child Left Behind (NCLB) regulations, and whose previous evaluation rated the unit member as meeting or exceeding evaluation standards. Either the unit member or the evaluator may withdraw consent at any time within the contractual timelines of evaluation.~~

~~6. Orientation: Within thirty (30) duty days after the unit member's first duty day of each school year, the immediate administrator shall assist unit members by providing one meeting to review the objectives, evaluation policies and procedures, and by offering instructions as to the proper use of all forms which are included as part of the evaluation process. Each unit member shall be furnished a copy of the evaluation procedures and be advised of the criteria upon which the evaluation is to be based.~~

~~B. Objectives~~

~~Within forty (40) duty days after the unit member's first duty day of each school year, unit members shall be responsible for proposing to the evaluator specific objectives. The evaluator may propose additional objectives. Objectives will concentrate upon selected areas as examples of performance within the unit member's overall assignment or responsibility. Normally, no more than three (3) or less than two (2) objectives are to be developed for each unit member for any given school year. Special Education teachers will write Objectives appropriate for their assigned levels.~~

~~1. Identifying Constraints: The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives established. During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards.~~

~~The unit member or evaluator may propose a change of these objectives and identify new constraints.~~

- ~~2. Assessment Methods: Achievement of objectives may be assessed by:
  - ~~a. Measurement of student progress (including, but not limited to, testing, record-keeping devices, and observation of students by the teacher or evaluator) consistent with the objectives;~~
  - ~~b. Observation (see section C below); and,~~
  - ~~e. Any other reasonable methods of determining or measuring performance and productivity.~~~~

~~3. Determination of Objectives and Assessment Methods:~~

~~The evaluator and evaluatee shall attempt to mutually agree upon the above matters. Thereafter, and no later than fifty (50) duty days after the unit member's first duty day of the school year, the evaluator shall determine the actual objectives, standards, and assessment methods for each evaluatee. If a unit member cannot concur in this determination, he/she may note for the record and attach to the final determination his/her disagreement with the final standards and assessments. He/she may also note for the record the objectives and constraints which he/she had proposed.~~

- ~~4. Report of Achievement: Assessment of achievement of objectives for unit members must be submitted to the evaluator forty (40) duty days prior to the unit member's last duty day of the school year.~~

D. Formal Classroom Observation

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

2. The formal observation shall be followed by a written report to the evaluatee and a conference ordinarily within five (5) duty days.
3. A unit member whose formal classroom observation demonstrates evidence of practice(s) not consistent with standards in one or more areas shall be entitled to at least one additional observation, including a pre-observation conference, addressing the identified area(s).

E. Informal Observations

1. *The purpose of the An informal classroom observation is to provide additional information and on-going feedback between the evaluator and the unit members as it regards the unit member's performance and professional growth based on the criteria set forth in the California Standards for the Teaching Profession. The informal observation is not normally intended to result in formal documentation. shall be followed with a conference (normally within five (5) duty days) and a written record with a copy to the unit member if the results of such informal observation is to be considered or used for final evaluation purposes. The unit member may attach his or her own comments within five (5) duty days.*
2. ~~A unit member whose informal classroom observation demonstrates evidence of Practice(s) Not Consistent With Standards in one or more areas shall be entitled to at least one additional observation including a pre-observation conference, addressing the identified area(s).~~

F. Performance Assistance

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

1. Specific recommendations for improvement;
2. Direct assistance to implement such recommendations;
3. ~~Provisions of~~ Additional resources to be utilized to assist in improvement;
4. ~~Techniques to measure improvement;~~ *Assistance with data analysis*
5. ~~Time schedule to monitor progress;~~ *Observations*

6. ~~Observations;~~ *Professional development*

7. ~~Conferences; and/or~~

8.7. Visitations to other sites.

G. Assistance Plan

If a formal written assistance plan is deemed necessary, it shall be provided to the unit member ~~in a timely fashion at the time that practices not consistent with standards are identified in order to~~ will allow the opportunity for remediation. ~~of deficiencies which are noted therein.~~

~~For unit members with permanent status, deficiencies which are not remedied may result in a referral to Peer Assistance and Review Program (PAR).~~

G. ~~Records~~

~~Records of observations and conferences shall be maintained by the evaluator, and shall be signed and dated by the participants.~~

H. Final Evaluation

1. In preparing the Final Evaluation Report for placement in the unit member's personnel file, the evaluator shall rely primarily upon data *and evidence generated* ~~collected~~ through *the evaluation method selected.* ~~objectives, observations, and observation conferences.~~ Any ~~deficiencies~~ *practices not consistent with standards* which may have been brought to the attention of the unit member and subsequently corrected shall not be included in the final evaluation form.

2. The Final Evaluation Report shall be completed and a copy provided to the evaluatee, at least thirty (30) calendar days prior to the last duty day.

3. *No later than* fifteen (15) calendar days prior to the unit member's last duty day of the school year, a final evaluation conference shall be held to discuss the content of the Final Evaluation Report. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation.

I. Guidelines

A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct. ~~deficiencies.~~ Unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members. The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:

1. ~~Published norms for Standardized achievement~~ test results.
2. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

2. Family Illness/Personal Necessity Leave

A unit member may use up to ~~seven (7)~~ *ten (10)* days of paid sick leave during each school year for the following reasons:

- a. Death of a member of the unit member's immediate family,
- b. Illness of a member of the unit member's immediate family,
- c. A serious accident involving the unit member's person or property, or the person or property of a unit member's immediate family, and/or
- d. Circumstances which are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

The unit member is to make every effort to comply with District procedures for securing a substitute.

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

3. Personal Leave:

- a. One of the ~~seven~~ *ten (10)* days of "Family Illness/Personal Necessity Leave" listed in paragraph 2, above, may be taken for any reason personal to the unit member, except that such a day shall not be used for (1) a work stoppage nor when more than 5% of the bargaining unit is absent or expected to be absent, (2) cannot be used after the fact to substitute for an absence denied under other provisions of this section or article, and (3) is subject to advance notice requirements set forth above.

b. Any unit member who maintains more than 24 days of accumulated sick leave as of June 30, shall be entitled to use two (2) of the ~~seven (7)~~ *ten (10)* Personal Necessity Leave days for Personal Leave during the following school year.

c. Use of District Facilities and Personnel:

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

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

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

~~Privately owned or maintained telephone service shall not be permitted on District property for use by unit members holding elective public office.~~

ARTICLE XVIII

COMPENSATION FOR SPECIAL ASSIGNMENT

B. Special Assignment Pay Factoring System:

The amount of pay for each special assignment shall be determined by the District, using either an hourly (time card) rate, weekly, semi-annual or annual rate. If an hourly or weekly rate is to be used, it will be based on a factor applied to Column A, Step 1 of the current Teacher's Salary Schedule. Factors for determining hourly or weekly rates are found by multiplying the annual salary rate found at Column A, Step 1 of the current Teachers' Salary Schedule by the factor indicated. The rates for special assignments, exclusive of grants/categorically funded activities, are as follows:

District Conference/Workshop Hourly Rates

Attendance	Column A, Step 1 x .00068
Development/Preparation/Planning	Column A, Step 1 x .00088 = \$33.65
Leader/Presenter	Column A, Step 1 x .00099

Compensation for Zero/7<sup>th</sup> Period /Pay for Prep

*The sites will develop a plan when the instructional program and/or master schedule indicate a need to offer a zero/7<sup>th</sup> period or have a unit member teach during their prep period ("Pay for Prep") to address the instructional needs of qualified students.*

*The administrator will ask for volunteers from the list of teachers who have the required credentials to teach the zero/7<sup>th</sup>/prep period course.*

*In the event that more teachers volunteer to teach the zero/7<sup>th</sup>/prep period course than section(s) available, the principal will interview and select the best qualified candidate(s) to teach the extra section(s).*

*In the event that no unit member volunteers to teach the zero/7<sup>th</sup> period/ prep period course(s), the principal may select to hire additional personnel to staff the extra course section(s).*

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

ARTICLE XIX

ANNUAL SALARY SUPPLEMENT - FRINGE BENEFITS

A. District Contribution

Effective July 1, 2007, and continuing through June 30, 2010, The District shall allocate to each regular full-time member the total sum as follows for the purchase of medical, dental, vision and other fringe benefits as provided below:

~~2007-2008:~~

<del>Family</del>	<del>\$7,520</del>
<del>Two (2) Party</del>	<del>\$6,850</del>
<del>Single Party</del>	<del>\$6,350</del>

2008-2009

The District and the Association reached a tentative agreement to provide a one-time supplement to off set the out of pocket costs of fringe benefits increases as follows:

<del>Family</del>	<del>\$1,100</del>
<del>Two (2) Party</del>	<del>\$ 800</del>
<del>Single Party</del>	<del>\$ 300</del>

~~2009-2010~~ 2010-2011

Family	\$7,520	\$9170
Two (2) Party	\$6,850	\$7840
Single Party	\$6,350	\$6850

*These amounts will be paid for the 2010-2011 school year. The amounts will be on-going contingent upon the successful passage of the governor's tax initiatives in June 2011.*

Each regular full-time unit member shall be entitled to 100 percent of the allocation. Regular employees who are employed at least half-time shall be entitled to a pro-rata share which is proportionate to a regular full-time position. Part-time employees who are assigned to work less than half-time are excluded from coverage under this Article.

## ARTICLE XIX – Annual Salary Supplement-Fringe Benefits

### C. Opt-out Provision

*So long as the District's insurance benefits practices/providers allow Bargaining unit members (full-time and part-time) who can prove employer provided group coverage from another source may opt out of OMSD group medical in exchange for a cash bonus to be determined annually by the District and OMTA (pro-rated for part-time bargaining unit members). This bonus will be in lieu of the cash option otherwise available. Bargaining unit members who opt out will still be required to take dental insurance. Any additional insurances will be paid for by the unit member. A minimum participation of 5% of all unit members will be required. A maximum of 20% of all unit members will be allowed to opt out.*

*Monies saved will be placed into an account to be used to offset the cost of family coverage. 10% of the total amount will be set aside to provide for unit members who have a qualified family status change mid-year and to pay for payroll costs associated with those who opt out. The remaining fund will be divided equally among those members taking family coverage who do not have an OMSD benefit eligible spouse or benefit eligible registered domestic partner. Any monies left over at the end of the year will be carried over to next year for the benefit of the group.*

*A deadline will be determined annually by the District and the Association for unit members to opt out as well as for members who wish to have family coverage to enroll and participate. Unit members must complete a waiver form. Proof of coverage from another employer provided group insurance must be verified by a letter from that employer on company letterhead confirming coverage for the unit member.*

### D. Life Insurance

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

F. Retiree Benefits

The District agrees to provide medical insurance for each eligible unit member who retires at age 55 or older or at an earlier age under an STRS medical disability provided that said employee has been in employment status for 10 years immediately preceding retirement from the District. Such insurance will be the same as that available for regular unit members and coverage will cease at age 65.

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

G. District's Obligations Limited

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

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

**ARTICLE XXI**  
**DURATION AND RENEGOTIATION**

A. Term

This Agreement shall become effective pursuant to its terms upon Board of Trustees' adoption and shall remain in full force and effect through June 30, 2013 subject to reopener provisions as listed in Section B of this Article. Proposals for the successor Agreement shall be submitted soon enough that the parties can commence meeting and negotiating no later than April 15th.

B. Reopeners:

It is agreed that contract reopeners shall be as follows:

- a. Article XVII - Salary Schedule and Rules
- b. Article XIX - Annual Salary Supplement-Fringe Benefits
- c. *Two Articles for OMTA*
- d. *Two Articles for OMSD*
- e. A review of all Memoranda of Understanding
- f. Any other matter(s) upon which the parties may mutually agree to meet and negotiate.