



AGREEMENT

Between

Ontario-Montclair School District (OMSD)

And

Ontario-Montclair
Professional Therapists Association (OMPTA)

EFFECTIVE:

July 1, 2022- June 30, 2025

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	5
1.1 Inclusions	5
1.2 Exclusions	5
ARTICLE 2 - EFFECT OF AGREEMENT	6
2.1 Agreement	6
2.2 Effect Upon Board Rules	6
2.3 Separability and Savings	6
2.4 Maintenance of Standards	7
ARTICLE 3 - ASSOCIATION RIGHTS	8
3.1 Access	8
3.2 Use of Buildings and Equipment	8
3.3 Distribution and Posting of Materials	8
3.4 Content Restrictions	9
3.5 Names and Addresses	9
3.6 New Employee Orientation	9
3.7 New Unit Members Employee Information	10
3.8 Requirements	10
3.9 Representation Rights	11
3.10 Association Leave	11
3.11 Association Business Meetings	11
3.12 Board of Trustee Meetings	11
3.13 Committees	12
ARTICLE 4 - DISTRICT RIGHTS	13
4.1 District Rights	13
4.2 Retained Rights	13
ARTICLE 5 - GRIEVANCE PROCEDURE	15
5.1 Purpose	15
5.2 Definitions	15
5.3 Procedures	15
5.4 General Provisions	17
ARTICLE 6 - WORK PRESERVATION	20
6.1 Layoffs	20

ARTICLE 7 - SPECIAL EDUCATION	21
7.1 Fair Hearings	21
7.1 Implementing Student IEPs	21
7.3 Therapy Assistants	21
7.4 Meetings and Staff Development.....	22
7.5 Materials and Room Environment	22
7.6 Caseload Cap.....	22
7.7 Off-site Student Caseload	23
7.8 Exceeding Caseloads.....	23
7.9 Compensatory Caseloads	23
ARTICLE 8 - HOURS OF WORK	24
8.1 Minimum School-Based Assignment	24
8.2 Lunch and Breaks.....	24
8.3 Days of Work	24
8.4 Overtime.....	25
8.5 Professional Development	25
ARTICLE 9 – EVALUATIONS	26
9.1 Evaluation Purpose.....	26
9.2 Frequency of Evaluation	26
9.3 Forms of Evaluation.....	26
9.4 Evaluation Procedures and Methods.....	27
9.5 Final Evaluation	28
9.6 General Provisions	28
ARTICLE 10 - LEAVE OF ABSENCE	30
10.1 General Provisions	30
10.2 Medical Clearances and Examinations	31
10.3 Paid Leaves	31
10.4 Sick/Disability Leave	31
10.5 Initial Employment.....	32
10.6 Family Illness	33
10.7 Personal Necessity Leave.....	34
10.8 Personal Leave	34
10.9 Bereavement Leave	34
10.10 Judicial and Official Appearance Leave	35
10.11 Industrial Accident and Illness.....	35
10.12 Maternity/Paternity Leave.....	37
10.13 Unpaid Leaves.....	38
10.14 Child Rearing Leave	38
10.15 Health Leave	38
10.16 Unpaid Personal Leave	39
10.17 Family Medical Leave Act (FMLA).....	39
10.18 Military Leave.....	39

10.19	Leave(s) While Holding Elective Public Office	40
ARTICLE 11 - SAFETY CONDITIONS.....		42
11.1	General	42
11.2	Work Space	42
11.3	Assaults	42
11.4	Defense.....	42
11.5	Orientation/Updates	43
11.6	Property	43
11.7	Administrative Support	43
11.8	Safety Plans.....	44
ARTICLE 12 - PROFESSIONAL RIGHTS		45
12.1	Personnel File.....	45
12.2	Formal/Uniform Complaints.....	46
12.3	Personal Treatment Intervention.....	46
12.4	Certified/Licensed Therapy Assistant(s) and Fieldwork Students.....	46
ARTICLE 13 - NON-DISCRIMINATION.....		48
13.1	Non-Discrimination.....	48
ARTICLE 14 - SALARY SCHEDULES AND RULES		49
14.1	General	49
14.2	Initial Placement on Salary Schedules	49
14.3	Longevity Increments.....	50
14.4	Service Provisions.....	50
14.5	Mileage.....	51
ARTICLE 15 - COMPENSATION FOR SPECIAL ASSIGNMENTS		52
15.1	General	52
15.2	Extended School Year (ESY).....	52
ARTICLE 16 - HEALTH AND WELFARE BENEFITS		53
16.1	District Contribution	53
16.2	Mandatory Medical, Dental and Voluntary Vision.....	53
16.3	Opt-Out Provision	53
16.4	Life Insurance.....	54
16.5	Optional Benefits	54
16.6	Retiree Benefits.....	55
16.7	District's Obligation Limited	55

ARTICLE 17 – DISCIPLINE	56
17.1 Definition	56
17.2 Notice	56
17.3 Grounds for Discipline	56
17.4 Administrative Leave	58
17.5 Procedure.....	58
17.6 Immediate Suspension Without Pay	59
17.7 Appeal Hearing on Suspension, Demotion or Dismissal of Permanent Employee	60
17.8 Hearing Decision.....	60
17.9 Compulsory Dismissal	61
17.10 Confidentiality	61
17.11 Education Code	61
17.12 Grievance Procedure	61
ARTICLE 18 – DEFINITIONS	62
18.1 District.....	62
18.2 Association.....	62
18.3 Unit Member	62
18.4 Duty Day	62
18.5 Immediate Family	62
18.6 Per Diem.....	62
18.7 Site	62
18.8 Copies of Agreement.....	62
18.9 Resignation.....	63
18.10 Retirement	63
ARTICLE 19 - NEGOTIATIONS PROCEDURE	64
19.1 Terms of this Agreement.....	64
19.2 Successor Agreement	64
19.3 Reopeners	64
19.4 Timeline	64
19.5 Publication of Agreement	64
APPENDIX A-1 SALARY SCHEDULE	66
APPENDIX A-2 RUBRIC EVALUATION	66

ARTICLE 1 - RECOGNITION

The District hereby recognizes the Association as the exclusive representative for the following:

1.1 Inclusions

- 1.1.1 All regular contract Physical Therapist and Occupational Therapist personnel, including regular, part-time, probationary, and temporary.

1.2 Exclusions

- 1.2.1 All management, supervisory, certificated, confidential employees, and all classified employees, with the exception of Physical Therapists and Occupational Therapists; all non-district contracted personnel (i.e. agency).

ARTICLE 2 - EFFECT OF AGREEMENT

2.1 Agreement

- 2.1.1 The Articles and provisions in this contract constitute a bilateral and binding agreement (“Agreement”) on all matters relating to wages, hours, and other terms and conditions of employment by and between the Governing Board of the Ontario-Montclair School District (“Board”) and the Ontario-Montclair Professional Therapist Association (OMPTA)/OMTA/CTA/NEA (“Association”), an employee organization.
- 2.1.2 This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025.

2.2 Effect Upon Board Rules

- 2.2.1 The District may determine and revise any of its rules, policies, regulations, or procedures; however, in the event of a conflict between the terms of this Agreement and any such rules, policies, regulations, or procedures, the terms of this Agreement shall prevail.
- 2.2.2 The District acknowledges the right of the Association to bargain on contemplated changes by the District in negotiable terms and conditions of employment, as outlined in Government Code Section 3543.2, arising during the term of this agreement, even if they are not specified or referred to in this agreement, to the extent provided by law, subject to available defenses asserted by the District. Section 2.1 above is not intended as a waiver of this right.

2.3 Separability and Savings

- 2.3.1 If any provision of this Agreement should be held invalid by operation of law or by any court decision or if compliance with or enforcement of any provision should be restrained by any such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.
- 2.3.2 It is further agreed that within ten (10) days of receipt of notification of the court’s decision, negotiations shall commence regarding matters related to such provision.

- 2.3.3 Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

2.4 Maintenance of Standards

- 2.4.1 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.
- 2.4.2 The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.
- 2.4.3 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing to be a term and condition of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Access

- 3.1.1 Authorized Association representatives shall have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business. The Association will make a good faith effort to provide advanced notice, directly or through the designee, of an upcoming visit. Upon arriving at a school site, any such representative shall sign in through the established safety protocol and announce his or her presence and the intended purpose and length of visit.
- 3.1.2 In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-therapy treatment/evaluation hours, such as preparation periods, duty-free lunch periods, and before and after school.

3.2 Use of Buildings and Equipment

- 3.2.1 The Association may utilize available District facilities and authorized equipment free of charge for the meeting and business purposes outside of normal unit member work hours.

3.3 Distribution and Posting of Materials

- 3.3.1 The Association shall have the right to distribute organizational material, electronic and written, on matters of Association concern on District property, provided it conforms to the content restrictions in Section 3.4 of this document and does not interfere in any way with District business. Organizational material may be distributed via email, staff mailboxes, or left for pickup in staff lounges and in other appropriate site locations as designated by the site administrator.
- 3.3.2 The Association shall have the right to post notices of activities and matters of Association concern (consistent with Section 3.4 of this document) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members.
- 3.3.3 Material must be dated and must identify the person and/or organization associated with its declaration. Upon request, the Association shall provide to the Superintendent or designee a complete copy of the material to be distributed.

3.4 Content Restrictions

- 3.4.1 No person shall distribute material on District property or through internal systems in a manner which distracts unit members who are performing their duties. Any material to be distributed or posted must not be defamatory, incendiary, or obscene.

3.5 Names and Addresses

- 3.5.1 Upon request, the District shall furnish to the Association without charge a list of the names, addresses, personal emails, and listed telephone numbers of all unit members, noting the assigned work site and first date of District-paid service for each member. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties. During the school year, the District shall notify the Association quarterly of all assignment changes and transfers.

3.6 New Employee Orientation

- 3.6.1 The District provides mandated new employee orientations for all newly hired unit members so they are able to attend a meeting within or before their first 45 contract days.
- 3.6.2 Orientations may occur on Tuesdays, during the summer, after contract hours, and/or other mutually agreed upon dates.
- 3.6.3 New employees will be compensated in accordance with Article 8, Section 8.4, for attending orientations held outside of contract hours.
- 3.6.4 The District shall provide written notice of the date, time, and location of all New Employee Orientations to the Chapter President at least ten (10) work-days in advance.
- 3.6.5 The Association shall be provided up to one (1) hour of uninterrupted time for the New Employee Orientation.
- 3.6.6 The District administration will provide a separate on-site location for the Association's time.
- 3.6.7 The President shall serve as the Association's representative. If the President is not able to attend, a designee shall be released from their site/department to represent the Association without loss of pay.

3.7 New Unit Members Employee Information

3.7.1 Except for new unit members who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the following information for all new unit members will be sent from the District to the Association President and the Ontario-Montclair Teachers Association electronically in a mutually agreed format within 30 days of hire or by the first pay period of the month following the hire if they are included in the District's records:

1. Name
2. Home Address
3. Personal Cell Phone Number
4. Personal Home Phone Number
5. Personal Email Address
6. Date of Hire
7. Position Description
8. Location
9. Employment Status (e.g. Permanent, Probationary, Temporary)

3.8 Requirements

3.8.1 Requirements

When voluntarily authorized in writing by the unit member to OMPTA, the District shall deduct from the pay of said unit member monthly association membership contributions and that of its affiliates, the California Teachers Association and National Education Association.

3.8.2 Hold Harmless

- 3.8.2.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of this Agreement or its implementation.
- 3.8.2.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.8.3 Payroll Procedures

- 3.8.3.1 The District shall, on a monthly basis, draw funds to remit to the Association for an amount equal to the total of the dues deductions and voluntary Association contributions made during the month, and shall furnish to the Association a list of all unit members affected together with the amount deducted for each.

3.9 Representation Rights

- 3.9.1 As provided in Article I, the Association is the exclusive representative of the unit member. The Association shall be entitled, upon request of the unit member, to represent unit members in all matters within the scope of representation.

3.10 Association Leave

- 3.10.1 The President of the Association shall be entitled to a paid full-time leave, with no loss of pay or benefits for the purpose of conducting lawful Association and District business.
- 3.10.2 At the request of the Association, a unit member elected or designated by the Association may at the discretion of the District and without creating precedent, be granted a paid leave of absence to attend state, regional, or national conventions or conferences. The Association shall reimburse the District for the cost of the substitute, if applicable.

3.11 Association Business Meetings

- 3.11.1 Association meetings will be conducted on two designated Mondays of each month. The Association will provide the District with a schedule of meeting dates and mutually schedule opportunities for District personnel to present periodically. The District shall inform the Association of the content of the presentation in advance. The District shall make a reasonable effort to avoid requiring attendance of unit members at meetings after the minimum school-based assignment hours on Monday when such attendance would conflict with Association meetings. Unit members from schools with the latest student release times shall be released prior to the minimum school-based assignment time for the purpose of attending Monday Association meetings, provided assigned pupil supervision responsibilities have been completed.

3.12 Board of Trustee Meetings

- 3.12.1 Association members have the right to attend and participate in Board of Trustee meetings. The District shall make a reasonable effort to avoid scheduling meetings or school events which conflict with Board of Trustee meetings.

3.13 Committees

- 3.13.1 It is recognized that the District, to foster professional collaboration, forms committees. The District and Association shall be represented by a variety of stakeholders, and both the District and the Association shall appoint representatives to all district committees.

ARTICLE 4 - DISTRICT RIGHTS

4.1 District Rights

This Article is intended to ensure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as:

- 4.1.1 Expanding the Rights of the District beyond statutory and constitutional limits;
- 4.1.2 Waiving the rights of the Association or unit members under the Education Code or other statutes or constitutions; or
- 4.1.3 Waiving or otherwise diminishing the rights of the Association or of unit members as set forth in this Agreement.

4.2 Retained Rights

Subject to the foregoing qualifications, it is agreed that all matters which are not mentioned as within the scope of negotiation in Governmental Code Section 3543.2, and also all powers and rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to:

- 4.2.1 Determine the legal, operational, geographical, and organizational structure of the District;
- 4.2.2 Determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds;
- 4.2.3 Determine all budget matters and procedures including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement;
- 4.2.4 Determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service, and activity functions assigned to each of such properties;
- 4.2.5 Determine the duties and types of services to be rendered; the job content and qualifications of employees; the methods, frequency, and standards of services; performance standards; and the personnel, supplies, materials and equipment to be used;
- 4.2.6 Determine, subject to consultation rights of the Association under Government Code 3543.2, the educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities;

- 4.2.7 Select, classify, direct, utilize, promote, demote, lay off, terminate (subject to Education Code provisions) and retire any personnel of the District;
- 4.2.8 Assign employees to any location, and also to any facilities, classrooms, activities, specialties, departments and grade levels;
- 4.2.9 Determine staffing patterns including but not limited to the number of employees;
- 4.2.10 Determine the job classifications and the content and qualifications thereof;
- 4.2.11 Determine the affirmative action and equal employment policies and programs;
- 4.2.12 Determine the dates, times and hours of operation of any District facility function, service or activity;
- 4.2.13 Determine the rules, regulations and policies for all employees, students, and the public;
- 4.2.14 Determine safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and
- 4.2.15 Determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel.
- 4.2.16 The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Purpose

- 5.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise and affect the welfare or working conditions of unit members.

5.2 Definitions

- 5.2.1 A grievance is a claim by a grievant(s) that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement or MOU. For concerns outside the grievance process, refer to Article 12, Section 12.2, Professional Rights. A grievant is a unit member(s) or an authorized Association representative.

5.3 Procedures

- 5.3.1 Before a formal written grievance is filed, a unit member and/or designee shall reasonably attempt to resolve their concerns with the immediate supervisor through written communication or meeting describing the possible violation, misapplication, or misinterpretation of a provision in this Agreement or MOU.

5.3.2 Level I

- 5.3.2.1 If no resolution is reached as per 5.3.1 above, the grievant must present such grievance in writing within twenty (20) duty days to the immediate supervisor. If the grievant did not have actual constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) duty days' time limit shall begin to run on the date upon which the grievant knew, or could with reasonable diligence have known, of the occurrence. The written statement of the grievance shall include the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision, if any, rendered at the informal conference, and the specific remedy sought.
- 5.3.2.2 A conference shall be held upon request of either the grievant or the immediate supervisor. The immediate supervisor shall communicate a decision to the grievant and the Association in writing within ten (10) duty days after receiving the grievance and such action will terminate Level I.

5.3.3 Level II

- 5.3.3.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his designee within ten (10) duty days after the termination of Level I. This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A

conference shall be held upon request of either the grievant or the Superintendent or his designee. The Superintendent or his designee shall communicate a decision to the grievant and the Association within ten (10) duty days after receiving the appeal and such action will terminate Level II.

5.3.4 Level III (Arbitration)

5.3.4.1 If the grievant is not satisfied with the results of Level II, he or she shall, within ten (10) duty days after the termination of Level II, file a written request to the Association that it submit the grievance to arbitration. The Association shall, if it desires to proceed to arbitration, so advise the Superintendent in writing within fifteen (15) duty days after the termination of Level II.

5.3.5 Selection of Arbitrator

5.3.5.1 As soon as possible, and not later than seven (7) working days after the District receives the written notice of the Association's desire to arbitrate, the District and the Association shall attempt to agree upon an arbitrator. If no agreement is reached within said seven (7) days, an arbitrator shall be selected from a list furnished by the American Arbitration Association by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected indicates that he will not be available for hearing within sixty (60) calendar days, the District and Association shall select the arbitrator next in order from the preference list.

5.3.6 Limitations Upon Arbitrator

5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation or misapplication of the provisions of this Agreement with respect to what has been alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The function and purpose of the arbitrator is to determine disputed interpretations of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect modification of the written terms of this Agreement.

5.3.7 Arbitrator's Decision

5.3.7.1 The award of the arbitrator shall, unless extended by mutual written agreement of the parties, be rendered within forty-five (45) calendar days after the date of final submission. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the grievant, the District and the Association, subject to the Code of Civil Procedure 1282 et seq.

5.3.8 Expenses

5.3.8.1 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

5.3.9 Expedited Arbitration

5.3.9.1 The arbitration may be held under the Expedited Rules of the American Arbitration Association upon prior written agreement between the Association and District.

5.4 General Provisions

5.4.1 Group Grievances

5.4.1.1 If the same or essentially the same grievance is filed by more than one grievant, then one grievant may process the grievance under this Article on behalf of the others. The final determination shall be applied to all said grievants.

5.4.2 Effect of Grievances

5.4.2.1 The filing or processing of a grievance shall not delay or interfere with any District action while the grievance is being processed. Processing and discussing the merits of an alleged grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or arbitrable.

5.4.3 Accelerated Grievances

5.4.3.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent or designee with the processing of such grievance to commence at Level II, subject to prior written mutual agreement between the Association and District.

5.4.4 Failure to Meet Time Limits

- 5.4.4.1 If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 5.4.4.2 Time limits here under may be lengthened or shortened in any particular case by mutual written agreement. The parties will attempt in good faith to adjust time limit problems that occur above Level I as a result of vacation periods.

5.4.5 Association Representation

- 5.4.5.1 The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings, including 5.3.1 herein. The District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response with the District.

5.4.6 Reasonable Released Time

- 5.4.6.1 Grievance meetings, normally shall be scheduled by the District so as not to conflict with unit member duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code section 3543.1 (c).

5.4.7 Confidentiality

- 5.4.7.1 In order to encourage a professional and harmonious disposition of unit members' grievances, it is agreed that, from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. This prohibition is not intended to preclude interviewing of witnesses or other necessary investigation and preparation for hearing, nor is it intended to preclude general discussion of the issues that may be present in the case, so long as such discussion does not directly or indirectly identify the school, the grievant or other involved persons.

5.4.8 No Reprisal

5.4.8.1 There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

5.4.9 Grievance Files

5.4.9.1 The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant personnel file. The grievant and/or Association representative shall have access to and copies of the documents dealing with the processing of the grievance.

ARTICLE 6 - WORK PRESERVATION

6.1 Layoffs

- 6.1.1 OMPTA unit members shall be subject to layoff for lack of work or lack of funds, as determined by the Board of Trustees. OMPTA retains the right to negotiate the effects of layoff and the decision and effects of any proposed reductions on unit members.
- 6.1.2 In the event of a layoff, the order of layoff within the class shall be determined by length of service.
 - 6.1.2.1 At least fifteen (15) days, but no later than March 15, prior to the issuance of layoff notices the District shall notify the Association of its intent to layoff bargaining unit members.
 - 6.1.2.2 Notwithstanding the District's determination to lay off members of the bargaining unit, the District will make a good faith effort that no remaining member of the bargaining unit shall have their caseload/workload cap exceeded as a direct result of such layoff. (Reference to Case Load Article 7, section 7.6)
 - 6.1.2.3 In the event of a layoff, the District will make a good faith effort to not subcontract work formerly performed by laid-off unit members to any outside entity within the same school year of the layoff.
- 6.1.3 The District shall not contract or subcontract with any other individual or organization for services provided by members of the bargaining unit, unless there are not sufficient unit members to cover the required workload.

ARTICLE 7 - SPECIAL EDUCATION

7.1 Fair Hearings

- 7.1.1 When a unit member is required to participate in a fair hearing or other due process procedure, the District shall provide the unit member with release time without loss of compensation. If the fair hearing is held after regular hours of employment, unit members shall receive their hourly rates of pay.
- 7.1.2 Counsel retained to represent the District in any such hearing may consult with the unit member regarding preparation for the hearing.

7.2 Implementing Student IEPs

- 7.2.1 When new OT or PT services are included as part of the student's individual education program, the Individual Education Program (IEP) team will define the frequency and duration of services, in addition to the date services will begin. A student's IEP shall be implemented as soon as possible following the IEP team meeting.
- 7.2.2 If the IEP team makes a recommendation to change a student's placement, the referring case carrier shall notify the potential receiving service providers early enough to ensure every opportunity to attend the meeting. The District will provide the receiving service provider(s) with pertinent information regarding a student considered for placement prior to the IEP meeting so that the receiving service provider(s) can be an informed and knowledgeable member of the team.
- 7.2.3 Occupational and Physical therapists shall only implement direct intervention to students who are eligible for IEP or 504 services and have been found to be eligible for such services, based on an Occupational or Physical therapy assessment and IEP team decision.
 - 7.2.3.1 Extenuating circumstances (e.g. Settlement agreements) may initiate offering immediate assessment/services with a pending IEP.
 - 7.2.3.1.1 If an assessment is unable to be completed due to necessary medical circumstances or clearance then indirect services may only be provided until such time as an assessment or medical clearance is obtained and documented through an IEP meeting.

7.3 Therapy Assistants

- 7.3.1 Unit members will assign Therapy Assistants to perform duties that are consistent with the classified job description and the student's IEP. Where appropriate, the unit member may be involved in the training of their Therapy Assistants.

7.4 Meetings and Staff Development

- 7.4.1 The District shall make a reasonable effort to hold special education support staff meetings during the duty day.
- 7.4.2 The District shall make a good-faith effort to protect the unit members' professional time. To that end, the District will support the scheduling of IEP meetings during the regular school day. Unit members are not required to participate in IEP meetings longer than 60 minutes beyond the unit members' regular contract day.
- 7.4.3 At any time, unit members may request an IEP meeting when concerns associated with identified students are evident (e.g. lack of student progress, modification to goals and objectives, assessment(s), additional support(s)).
- 7.4.4 Unit members shall be provided staff development/information to explain applicable Special Education legislation, provisions, and regulations.

7.5 Materials and Room Environment

- 7.5.1 The District will make a good faith effort to provide each unit member a room with reasonable space and furniture for students, Therapy assistants, and the unit member subject to possible constraints including the need to provide adequate housing for all students, and staff at individual school sites.
- 7.5.2 The District shall provide each unit member with consumables, and/or materials necessary to meet student IEP requirements.
- 7.5.3 The Special Education Department shall annually allot to each unit member \$300 for the purchase of discretionary educational/therapeutic materials. Allotments shall not carry over into the following academic school year. (Example different from SPED allocated budgets, materials allocations).

7.6 Caseload Cap

- 7.6.1 The District shall make a good faith effort to adhere to the following caseload:

Therapist Type/Service	Caseload Cap
Occupational Therapist	60
Occupational Therapist mixed caseload (>50% Extensive Support Needs)	55
Physical Therapist	50

- 7.6.2 Caseload caps may be considered by their immediate supervisor for unit members who have been assigned to 504 students.
- 7.6.3 Therapy Assistants shall be determined in collaboration with the immediate supervisor and the unit members.
- 7.6.4 Caseload caps may be considered by their direct supervisor for unit members who have been assigned to SEPAT.

7.7 Off-Site Student Caseload

- 7.7.1 The location of assessment and services provided to off-site students (e.g. home hospital, NPS) shall be determined by the IEP team.
- 7.7.2 Caseloads shall be considered by their immediate supervisor for unit members who have been assigned to off-site students.

7.8 Exceeding Caseloads

- 7.8.1 When a caseload exceeds the caseload cap by **two (2) or more** students, the unit member shall notify, in writing, their immediate supervisor. In conjunction with the affected unit member, the district shall remedy the situation by initiating one (1) of the following actions within 10 (ten) duty days of the notification.
 - 7.8.1.1 The assignment of additional assistant support days.
 - 7.8.1.2 Additional monetary compensation to the affected unit member at \$10.00 for each additional student per day.
 - 7.8.1.3 Reassignment to another unit member.

7.9 Compensatory Caseloads

- 7.9.1 When compensatory services are required to be completed by unit members, Therapy assistant support will be considered.

ARTICLE 8 - HOURS OF WORK

8.1 Minimum School-Based Assignment

- 8.1.1 The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to a day of rigidly established length. The minimum school-based workday for unit members shall be 8 hours, exclusive of the designated lunch period. The supervisor shall determine the arrival and departure time for each unit member in an 8-hour work day exclusive of lunch. The site/department administrator shall consult with the staff or individual unit members regarding proposed schedules or changes in schedules, and the administrator's determination shall not be arbitrary, capricious, or vindictive.

8.2 Lunch and Breaks

- 8.2.1 Each unit member shall receive a daily, uninterrupted duty-free lunch break of thirty (30) to sixty (60) minutes, to be determined by Supervisor, and two breaks required by labor law except when there are unscheduled fire drills or other such emergencies.
- 8.2.2 Unit members who travel from one school to another on a regular basis shall have the same rights to a lunch period and physical relief breaks as do other unit members.

8.3 Days of Work

- 8.3.1 Contracted days of work per year is as follows:
- Contracted Days: 229
 - Work Days: 195
- 8.3.2 Unit members shall be assigned a work year calendar with a minimum of one (1) day in July and one (1) day in June.
- 8.3.3 Any unit member whose regular contract assignment requires additional days, upon prior administrative approval, shall be paid on a pro-rata per diem basis for any days beyond contracted work days in which they are expected to complete work regularly assigned to the position.
- 8.3.4 Physical Therapist(s)/Occupational Therapist(s) unit member(s) shall be expected to work ESY and/or other intercessions. If unavailable during ESY or other intercessions, the administrator will ask for volunteers. If no one volunteers for a particular period, the supervisor may assign members, provided that such assignment is done in an equitable manner among all available unit members. The number of Occupational Therapist(s)/Physical Therapist(s) assigned for ESY will be determined by student enrollment, taking ESY caseload into consideration.

8.4 Overtime

- 8.4.1 Any unit member whose regular contract assignment requires additional hours, upon prior administrative approval, shall be paid overtime to complete work regularly assigned to the position.
- 8.4.2 Overtime is defined as any assigned hours worked in paid status over eight (8) hours in one (1) day or forty (40) hours in one (1) work week. Compensatory hours earned or used shall be documented within one (1) workday.
 - 8.4.2.1 Unit members shall receive written (or email) approval by the immediate supervisor prior to working overtime except in cases of an emergency.
 - 8.4.2.2 Unit members shall be compensated at the rate of one and one-half (1½) times the regular pay rate for all hours assigned and worked in addition to the eight (8) hour workday (or, if applicable, the ten (10) hour workday) or forty (40) hour work week.
 - 8.4.2.3 Unit members shall be compensated at the rate of one and one-half (1½) times the regular pay rate for all hours worked on the sixth (6th) and seventh (7th) consecutive days following the commencement of the work week.
 - 8.4.2.4 When a unit member is required to work on any holiday designated in this agreement, he or she shall be compensated at the rate of one and one-half (1½) times the regular pay rate for all hours worked, in addition to normal holiday pay.

8.5 Professional Development

- 8.5.1 The unit member may request to attend continuing education courses during work hours during the contracted work year.

ARTICLE 9 - EVALUATION

9.1 Evaluation Purpose

- 9.1.1 It is recognized that a system of periodic evaluation is essential to assist Professional Therapists in developing and maintaining competency and professional growth. It is further recognized that information gathered through such a system will enable District decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
- 9.1.2 The rubric (Appendix A-2) used for evaluating unit members is based on The American Occupational Therapy Association (AOTA) Standards for Continuing Competence in Occupational Therapy (AOTA, 2021), Updated Competencies for Physical Therapists Working in Schools (Effgen et al. 2007), Guidelines for Occupational Therapy and Physical Therapy in California Public School 2nd ed. (California DOE, 2012), and The Framework for Teaching Evaluation Instrument (Danielson, 2011).

9.2 Frequency of Evaluation

- 9.2.1 Probationary unit members (Years 1 and 2 with the district) shall be evaluated each school year.
- 9.2.2 Permanent unit members shall be evaluated every other school year.
- 9.2.3 Permanent unit members who have been employed by the district for at least ten (10) years and have consistently scored proficient on the evaluation rubric, may request to be evaluated every 4 years.
- 9.2.4 If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

9.3 Forms of Evaluation

- 9.3.1 Unit members shall participate in a series of formal observations which shall include ongoing assessment of the Standards for Professional Therapists through the use of observations and evaluation conferences.
- 9.3.2 Unit members shall provide evaluator(s) with artifacts and evidence to demonstrate competence in the standards of their profession.
- 9.3.3 Unit members shall participate in self-assessment using the rubric for evaluation of Professional Therapists. Unit members shall rate their own performance prior to their first formal observation.

9.4 Evaluation Procedures and Methods

- 9.4.1 The District shall ordinarily conduct three (3) formal observations, each of which shall normally extend for a period of not less than twenty (20) minutes and shall be scheduled with the unit member at least two (2) duty days in advance. With the 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 unit members. If the evaluator schedules additional observations, the unit member may submit a written request for an explanation, and receive a written rationale from the identified evaluator.
- 9.4.2 Unit members shall be evaluated by their Immediate Supervisor.
 - 9.4.2.1 Unit members shall also collaborate with an experienced unit member chosen by their direct supervisor in a reciprocal, confidential, therapist-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. The designated collaborative Therapist will be identified and notified by the 30th duty day of school.
 - 9.4.2.2 The site/department supervisor will designate the evaluating Therapist and provide notification to the unit members by the 20th duty day of school. The designated evaluator will meet with unit members to collaboratively discuss the various forms of evaluation available. Taking the unit member's input into consideration, the evaluator shall determine the form of evaluation to be used by the 30th duty day of school.
- 9.4.3 Whenever a designated evaluator is unable to complete the evaluation after the initial notification occurs, the unit member may be evaluated by the identified evaluator's replacement or by the immediate supervisor. One additional observation/conference may be scheduled when a new evaluator is assigned later in the year. If a bargaining unit member is on long-term leave during a scheduled evaluation year, he/she may be evaluated in the first full year he/she returns from leave.
 - 9.4.3.1 The scheduled observation shall include a post-observation conference and shall be followed by written feedback within (5) days of the observation.
 - 9.4.3.2 A unit member who receives a negative evaluation shall, upon request, be entitled to additional therapy session observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.

9.4.4 Performance Assistance

In the case of a negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member may include, but not be limited to, the following:

9.4.4.1 Specific recommendations for improvement.

9.4.4.2 District assistance to implement such recommendations.

9.4.4.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements.

9.4.4.4 Professional development.

9.4.4.5 Mentorship by a senior professional therapist.

9.4.4.6 Time schedule to monitor progress.

9.5 Final Evaluation

9.5.1 In preparing the Final Evaluation Report for placement in the unit member's confidential personnel file, the evaluator shall rely primarily upon data and evidence generated through the evaluation method selected. Any practices not meeting standards that may have been brought to the attention of the unit member and subsequently corrected shall not be included in the final evaluation form.

9.5.2 The Final Evaluation Report shall be completed and a copy provided to the evaluatee, at least 20 duty days prior to the last duty day.

9.5.3 No fewer than 10 duty 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.

9.5.4 In the event the unit member disputes the content, the unit member may prepare a written statement that shall be attached and incorporated into the final evaluation.

9.6 General Provisions

9.6.2 The evaluation of unit members, pursuant to this Article, shall not include or be based on the following:

9.6.2.1 Results of any tests utilized for the purpose of a School Improvement Plan.

9.6.2.2 Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.

- 9.6.2.3 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.
- 9.6.2.4 The success, or lack thereof, of an assistant therapist in the performance of tasks assigned by the unit member.
- 9.6.2.5 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary or artistic endeavor of a unit member.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 General Provisions

- 10.1.1 A leave of absence is authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credits in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense pursuant to the terms of the insurance plan, provided they make an advance payment of the premium in a manner reasonably required by the district.
- 10.1.2 A condition of each leave of absence is that all necessary licensing held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- 10.1.3 A leave protects the unit member by holding a place in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance when a leave of absence necessitates a long-term replacement (a semester or longer), that the returned assignment will be in the school or administrative site where the unit member was assigned when the leave was authorized.
- 10.1.4 Unit members who are on a part-time regular assignment shall be entitled to leaves of absence in the same ratio that their employment bears to full-time employment.
- 10.1.5 Return to Service Notification: A unit member returning from an absence must contact their work site by 3:00 p.m., but in any event before the end of the immediate supervisor's work schedule of the day preceding the intended return. If they are unable to decide before the immediate supervisor leaves for the day, they must notify the appropriate District Department prior to closing time.
- 10.1.6 Unit members on a long-term leave must comply with all District procedures relating to giving notice of intended return and to return as scheduled unless they have made alternative arrangements agreeable to the District. Those who fail to give such timely notice to return as scheduled may be deemed to have resigned and abandoned their right to return. The Human Resource Office shall be entitled to use the employee's address of record in order to send notice of any such procedures.
- 10.1.7 For unauthorized absences, the District shall deduct a salary amount equal to the ratio of days absent to the days of required annual service.

10.2 Medical Clearances and Examinations

- 10.2.1 Upon return to active service, the unit member shall complete the Employee Absence Report.
- 10.2.2 A unit member whose absence under this section exceeds seven (7) consecutive duty days shall, upon request, submit a statement from an appropriate medical doctor and/or licensed practitioner, stating the reason for the absence and indicating an ability to return to her/his position without restrictions or detriment to the unit member's physical and emotional well-being. If such a medical clearance is required from a District-designated doctor, it shall be at District's expense.
- 10.2.3 The District may require verification of an absence of less than seven (7) consecutive duty days if the District has reason to believe that the sick leave provisions of this Article have been abused.
- 10.2.4 Notice to the District of intended return to duty must conform to the General Provisions section of this Article.

10.3 Paid Leaves

- 10.3.1 Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplement (fringe benefit) coverage, and retirement credit, the same as if they were not on leave.

10.4 Sick/Disability Leave

- 10.4.1 The purpose of sick/disability leave utilization, except as provided elsewhere in this contract, shall be for personal illness, disability (including pregnancy disability), or for legally established quarantine. (See also Maternity/Paternity Leave, Family Illness).

10.4.2 Allowable Leave

- 10.4.2.1 Full-Time: For purposes of determining the number of sick leave days earned annually by unit members, 18.5 days will constitute a work month. Regular unit members whose work year is established to correlate with the beginning and ending dates of the approved contract days shall be entitled to earn ten (10) sick leave days annually regardless of when such beginning or ending dates occur during a given month.
- 10.4.2.2 Part-Time: A part-time unit member shall be entitled to days in proportion to the amount of time worked.
- 10.4.3 Unit members shall accrue sick leave for extended years/summer school/intersession based on the language outlined in the Allowable Leave Section - Full Time.

10.5 Initial Employment:

- 10.5.1 Initial employment occurring between the first (1st) and fifteenth (15th) of the month shall be computed from the first of that month and beginning between the sixteenth (16th) and the end of the month shall be computed from the first (1st) of the following month.
- 10.5.2 Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year when the unit member actually is unable to perform duties. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from their final check.
- 10.5.3 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year-to-year.
- 10.5.4 Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation, except as provided in Education Code for purposes of retirement.
- 10.5.5 Sick leave shall not be transferable from one-unit member's accumulated balance to that of another employee except under extenuating circumstances with District and OMPTA/OMTA agreement and prior approval.

10.5.6 Extended Illness Leave

- 10.5.6.1 Additional Non-accumulated Leave: Pursuant to Education Code Section 45196, on July 1 of each year, all bargaining unit members shall be credited with a total of one-hundred (100) workdays of paid sick leave, including days to which they are entitled under Section 45191 (annual sick leave days allotment). Such days of paid sick leave shall be compensated at fifty (50) percent of the employee's regular salary.
- 10.5.6.2 100-Day Period. The one-hundred (100) day period shall begin on the first (1st) day of absence for non-industrial illness or injury. The unit member shall receive their full salary, until all paid leave (annual sick-day allotment and accrual, vacation and holidays) are exhausted. The days remaining in the one-hundred (100) day period, shall be paid at fifty (50) percent of the regular salary.
- 10.5.6.3 Fiscal Year Allowance: Only one one-hundred (100) day period in any fiscal year may be taken.
- 10.5.6.4 Continued Illness: At the beginning of each fiscal year, if the bargaining unit member continues to be ill and is in a paid status, the unit member is entitled to a new one-hundred (100) day period as of the date they are scheduled to begin performing service.

10.5.6.5 Physician Verification: In order to receive extended illness or injury leave benefits, a current physician's verification must be on file with the District.

10.5.6.6 Please note the examples below.

Example:

A classified OMSD employee works five (5) days a week, eight (8) hours per day. During the school year, they come down with a lengthy illness. At the time the illness occurs, they have forty (40) days (320 hours) of earned sick leave and twenty (20) days (160 hours) of earned vacation.

Here are some possible options:

- Option 1

40 days sick @ full pay, then 60 days sick @ 50% pay

- Option 2

40 days sick @ full pay, then 60 days sick @ 50% pay, and then 20 vacation days (if applicable) @ full pay

- Option 3

40 days sick @ full pay, then 20 vacation days (if applicable) @ full pay, and then 60 days sick @ 50% pay

In deciding what to do, a classified OMSD employee will want to remember that when they exhaust their leave benefits, they will be placed on the 39-month rehire list. Therefore, options two (2) and three (3) will prolong their active employment with the District. A classified OMSD employee should also consider the impact of any long-term disability insurance that may help them financially during their illness.

10.6 Family Illness

10.6.1 A unit member may use up to ten (10) days from their available accumulated paid sick leave during each school year for the following reason: illness of a member of the unit member's immediate family.

10.6.2 Unit members shall make every effort to comply with District procedures and notify their immediate supervisor for securing coverage, if applicable. In circumstances where a unit member anticipates exceeding two (2) weeks of family illness leave, they will submit notice to the immediate supervisor. Supervisors will make every effort to secure coverage when unit member will be on leave for two (2) weeks or more.

- 10.6.3 A unit member may submit a prior written request to use their additional accrued sick days to their immediate supervisor. Unit members shall submit notice, on the appropriate district form, of the need for family illness 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. Per Ed Code 44977, differential pay shall not apply to family illness.

10.7 Personal Necessity Leave

- 10.7.1 A unit member may use up to seven (7) duty days of accumulated paid sick leave during each school year for the following reasons:
- 10.7.1.1 Death of a member of the unit member's immediate family (in addition to days provided in - Bereavement Leave Section),
 - 10.7.1.2 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.
- 10.7.2 A unit member may submit a prior written request to use additional accrued days to the Superintendent or the designee. The unit member is to make every effort to comply with District procedures for securing a substitute.
- 10.7.3 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 a Petition for Leave form which indicates whether the leave is for 10.7.1.1 or 10.7.1.2, above and which also assures that the leave is not being used for purposes listed on the Petition for Leave form as exclusions from the intent of the leave.

10.8 Personal Leave

- 10.8.1 One of the ten (10) days of "Personal Necessity Leave" listed in Personal Necessity Leave 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 or 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.
- 10.8.2 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 ten (10) Personal Necessity Leave days for Personal Leave during the following school year.

10.9 Bereavement Leave

- 10.9.1 A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in

this Article. This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such a case the length of the leave shall be for five (5) days.

10.9.2 “Member(s) of the immediate family” as used herein shall be in accordance with Article 18 – Definitions.

10.10 Judicial and Official Appearance Leave

10.10.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in a court other than as a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the initiation, connivance, or misconduct of the unit member.

10.10.2 Jury Duty

10.10.2.1 A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty not to exceed a total of twenty (20) days per school year. Juror’s fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

10.10.2.2 After twenty (20) days of absence for jury duty, the unit member will receive 50% of the regular salary. In such a case, the unit member will retain the juror’s fees insofar as the combination of the juror’s fees and pay from the District does not exceed the unit member’s regular District compensation. However, nothing herein shall preclude the Board, in its sole discretion from granting an extension of this leave.

10.10.3 Court Appearance (other than Jury Duty): If any court or agency appearance is required of a unit member by the District, or is required by a court or agency in furtherance of the District’s services (e.g., to testify in a child neglect hearing) it shall be made without loss of pay and without charge to any other accrued leave benefits. For other necessary court or agency appearances, the unit member may utilize the personal necessity leave section of this Article.

10.10.4 Dismissal Hearings: A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing pursuant to Education Code 44939 or 44940.

10.11 Industrial Accident and Illness

10.11.1 Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member’s assigned duties.

- 10.11.2 In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician, to verify his/her condition and to evaluate any claims.
- 10.11.3 Return to Work: Any time a unit member on industrial accident or illness leave is able to return to work, they may be reinstated to a position comparable to the one previously held by the unit member without loss of status or benefits. An employee who is unable to return to work when all available paid leaves have been exhausted, shall be terminated and placed on a re-employment list for a period of thirty-nine (39) months. Upon receiving and presenting to the District a full medical release, the unit member shall be employed in the first vacant position in the classification of their previous assignment over all other available candidates, except for a re-employment list established because of layoff, in which case the unit member shall be listed in accordance with seniority regulations related to re-employment after layoff.
- 10.11.4 A unit member who has sustained a job-related injury or illness shall notify the immediate administrator of the injury or illness no later than the next scheduled work day following the accident, except when there are legitimate extenuating circumstances. The District Accident Report Form shall be filed within five (5) working days of the report and kept on file in the Business Office.
- 10.11.5 Time Allowed: Allowable leave shall be for not more than sixty (60) workdays in any one (1) fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- 10.11.6 Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.11.7 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.
- 10.11.8 During any industrial paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

10.11.9 Wages, Leave Benefits, and Disability Payment

- 10.11.9.1 Absence Charged: Industrial accident or illness leave shall commence on the first (1st) day of absence, and shall be charged by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.11.9.2 Wages: While the employee is in paid status, the District's "self-insurance" carrier shall pay to the District, on the employee's behalf, any disability indemnity checks. The District, in turn, shall pay the employee's regular salary, subject to the "Allowable Leaves" Section of this Article and the "Extended Illness Leave" Section of this article. All required deductions will continue to be made for Federal and State Taxes, Social Security, Medicare, or other required Payroll Taxes and Deductions.
- 10.11.9.3 Leave Benefits: The industrial accident or illness leave is to be in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of the benefits under this Section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, if applicable, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 10.11.9.4 The benefits provided in this section are in addition to sick/disability leave benefits above.
- 10.11.9.4.1 Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary.
- 10.11.9.5 For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

10.12 Maternity/Paternity Leave

- 10.12.1 Paid Portion: Sick leave may be utilized during the period of time a pregnant employee must be absent from duties because of disability resulting from pregnancy and/or convalescence following childbirth or miscarriage. The dates of such disability must be certified by the attending physician. All such leaves shall be in accordance with the sick leave provision of this Article.

10.12.2 Unpaid Portion: A pregnant unit member may apply for an Unpaid Health Leave or Personal Leave during pregnancy.

10.12.3 Paternity Leave: A unit member may elect to utilize Paid Personal Necessity Leave for the birth of their child and related emergencies, and may apply for an Unpaid Personal Leave or Child-Rearing Leave.

10.13 Unpaid Leaves

10.13.1 Those who go onto an unpaid leave during any pay period shall receive their salary supplement (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain, at their own expense, on continued coverage pursuant to the terms of the insurance plan selected, provided they make advance payment of the premium in a manner reasonably required by the District.

10.14 Child Rearing Leave

10.14.1 A leave of absence equal to up to one year shall be granted upon request without pay to a unit member for the purpose of caring for their child, so long as the child is under five years of age or is an older child with adoption requirements or special problems requiring full-time care.

10.14.2 Request for leave shall be made as far in advance as reasonably possible, preferably within one month before the leave is to commence unless such time is shortened by the District to accommodate an unforeseeable emergency situation.

10.14.3 The effective dates of the leave shall begin and end at times approved by the Board.

10.14.4 A unit member shall not accept gainful employment while on a child-rearing leave without prior approval of the Superintendent. Decisions will not be made in an arbitrary, capricious or vindictive manner.

10.14.5 Return to service should coincide with the beginning of a grading period unless the Superintendent approves an earlier or later date, and a leave may be extended in order to make it coincide.

10.15 Health Leave

10.15.1 A permanent unit member may, at the discretion of the Board, be granted leave of absence for reasons of health, such leave to be specified for a period of not less than one semester or more than one school year. Any leave of absence granted under these provisions shall be without compensation.

10.15.2 An applicant shall submit a written request accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave. The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the desired effective date of the leave.

- 10.15.3 A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent. Decisions will not be made in an arbitrary, capricious or vindictive manner.
- 10.15.4 Prior to returning to active duty the unit member shall submit a medical statement indicating the ability to assume assigned duties without restrictions and without detriment to the unit member's physical or emotional well-being.

10.16 Unpaid Personal Leave

- 10.16.1 A permanent unit member may, at the discretion of the Board, be granted leave of absence for reasons not enumerated elsewhere in this Agreement. If granted, the leave will be without compensation and shall be for a period of not more than one school year. A leave granted under these provisions shall not extend from one school year into another. A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.
- 10.16.2 The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the proposed effective date of the leave.
- 10.16.3 A unit member shall not accept gainful employment while on a personal leave of absence without prior written approval of the Superintendent.

10.17 Family Medical Leave Act (FMLA)

- 10.17.1 The District shall grant family care and medical leave to eligible unit members in accordance with current state and federal law. Unit members taking this leave shall be reinstated in the same or comparable position upon returning from family care leave, except as allowed by law.

10.18 Military Leave

10.18.1 General Provisions

- 10.18.1.1 Every unit member employed by the District in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and granted a military leave of absence.

10.18.2 Length of Leave

- 10.18.2.1 Temporary Leave: A unit member who is a member of the reserve corps of the armed forces of the United States, National Guard, or of the Naval Militia, shall be entitled to a temporary military leave of absence not to exceed 195 calendar days while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special

exercises or like activity.

10.18.2.2 Indefinite Leave: A military leave shall be granted for the period of ordered service plus six months after the unit member honorably leaves military service or is released to inactive duty.

10.18.3 Compensation: A unit member employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such military service.

10.18.4 Status of Employee: In the case of a probationary employee, the period of such absence shall not be counted as part of the service required as a condition precedent to the attainment of a permanent status.

10.18.5 Effect on Benefits: Time spent on military leave counts toward salary step advancement within the limits of the Salary Schedule procedures of this Agreement.

10.18.6 Sick Leave and Vacation Temporary Leave: Sick Leave and vacation benefits accrue to unit members on temporary leave if such member was in the service of the District for a period of not less than one year immediately prior to the date upon which his temporary military leave began.

10.18.7 Indefinite Leave: A unit member shall not be entitled to accrue sick leave or vacation benefits during this leave.

10.18.8 Request Procedure: A written request for military leave, with a copy of the orders attached, shall be submitted to Human Resources as soon as the orders are received.

10.18.9 Return to District Service: Upon completion of the military leave, unit members shall return to the District in a position of the same status as that held prior to the leave. In honor of their service to our country, every effort shall be made to afford unit members the opportunity to return to the same site no later than the beginning of the next school year.

10.19 Leave(s) While Holding Elective Public Office

10.19.1 Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of Leave of Absence for Holding Elective Public Office.

10.19.2 Definitions

10.19.2.1 Leave While Holding Elective Public Office: Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of a Leave of Absence for Holding Elective Office.

- 10.19.2.2 Leaves While Maintaining Full District Employment: Leave of absence may not exceed four (4) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves will be granted with a deduction in pay equal to the amount paid to a substitute, should a substitute be required.
- 10.19.2.3 Utilization: These authorized days or portions of days may be utilized in the following manner:
 - 10.19.2.3.1 Full Day Leave: Upon request to their immediate supervisor a unit member may request up to a maximum of four (4) full days per month.
 - 10.19.2.3.2 Half Day Leave: Upon request to their immediate supervisor a unit member may request up to a maximum of eight (8) one-half day leaves.
- 10.19.3 Procedure Notification: When requesting two (2) or more days in sequence, requests must be made at least three (3) days in advance of the need for such leave. A unit member may not, while on leave, request another leave for the next full or half day.

ARTICLE 11 - SAFETY CONDITIONS

11.1 General

- 11.1.1 The District is committed to providing employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat to their health, safety, or well-being as determined by the Superintendent or designee.
- 11.1.2 A unit member shall report safety concern(s) and, where appropriate, make a reasonable effort to remedy or avoid those conditions. The District shall investigate, and where required, remedy reported unsafe conditions.

11.2 Work Space

- 11.2.1 The District is committed to providing a workspace which is safe, ensures confidentiality, and provides resources necessary for the nature of the employment and assigned duties and location. The District is committed to providing a safe and supportive workplace which is conducive to student learning. The District and unit members may jointly develop student disciplinary rules and procedures to meet each school's particular needs consistent with law, Board policy, and district regulations. The District will support unit members in remediating issues which interfere with safe work environments.

11.3 Assaults

- 11.3.1 Unit members shall immediately report cases of assault, suffered by them in connection with their employment, to their immediate supervisor. The incident shall also be promptly reported to the appropriate law enforcement authorities by involved parties or witnesses as prescribed by California Education Code. Such notification shall immediately be forwarded to the Superintendent or designee. The Superintendent or designee shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the unit member, police and courts.

11.4 Defense

- 11.4.1 If an altercation, disturbance, or student discipline situation results in a lawsuit against a unit member by a student or parent, or results in a criminal complaint being lodged against a unit member by a student or parent, such member may request the District to furnish legal counsel at District expense to defend the action. If the Board declines the request, and the action then culminates with a final judgment on the merits after trial in favor of the unit member, then the Board shall reimburse the unit member for reasonable attorneys' fees actually incurred in defense of the action.

11.5 Orientation/Updates

- 11.5.1 As part of the annual District orientation, a copy of any Board policies or administrative procedures then in effect regarding student discipline, corporal punishment, and suspensions shall be furnished to each new unit member. Revisions and updates shall be presented to all unit members in a timely manner.

11.6 Property

- 11.6.1 Reimbursement shall be made to any unit member for the loss, destruction, or damage by arson, burglary, vandalism, or student disturbance, of personal property used in the schools of the District for educational purposes, subject to the following restrictions:
- 11.6.2 Reimbursement shall be made only when approval, prior to loss, is obtained from the site administrator on a District-provided form. The value of the property shall be agreed upon in writing and prior to loss, between the unit member and the site administrator.
- 11.6.3 No reimbursement shall be made for mysterious disappearance, accidental damage, the loss suffered because of lack of due care by the owner, or any other cause not specified above.
- 11.6.4 The maximum recovery allowable hereunder for any occurrence is \$750.
- 11.6.5 Prior written approval of the immediate administrator is necessary for the personal instructional property to remain on District property over a weekend, on holidays or during vacation periods.
- 11.6.6 Personal property used for non-educational purposes such as automobiles, clothing, jewelry, glasses, watches, and the like are not subject to the prior written approval provision and the maximum allowable for any occurrence of \$750.
- 11.6.7 Unit members who experience such loss shall immediately notify their immediate supervisor.
- 11.6.8 All personal property claims may be submitted by a unit member following the District's claim procedure.

11.7 Administrative Support

- 11.7.1 During the instructional day, an administrator or principal designee shall either be present on site, or available on short notice to go to the site, in order to deal with emergency situations. If a site administrator's absence is anticipated to be of an extended duration, the District shall provide a temporary replacement administrator.

11.8 Safety Plans

- 11.8.1 District and site plans are prepared/updated annually with unit members' input, and exist at all sites and in the Risk Management Department. A copy of the school site safety plan and current school discipline procedures shall be made available to each bargaining unit member within 20 duty days of the beginning of each school year.

ARTICLE 12 - PROFESSIONAL RIGHTS

12.1 Personnel File

- 12.1.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the Human Resources office of the District.
- 12.1.2 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which:
 - 12.1.2.1 Were obtained prior to the employment of the person involved,
 - 12.1.2.2 Were prepared by identifiable examination committee members, or
 - 12.1.2.3 Were obtained in connection with a promotional examination.
- 12.1.3 Every unit member shall have the right to inspect such materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his or her review of the file. Personnel file inspection shall be scheduled with Human Resources in advance.
- 12.1.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given written notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review, and preparation of comments in response to the material and/or statement, shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- 12.1.5 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion.
- 12.1.6 Access authorization must be obtained from either the Superintendent, Human Resources Officer, or their designee. It is understood that the contents of a personnel file are confidential. The District shall keep a log permanently attached to each personnel file indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representatives under the same conditions as provided above.

12.2 Formal/Uniform Complaints

- 12.2.1 Formal or Uniform Complaints, which may require remediation or disciplinary action, submitted to the District from students, parents or citizens about a unit member shall be reported to the unit member in writing within five (5) duty days of the complaint being filed with the District.
- 12.2.2 Should the involved unit member or supervisor believe that a meeting would assist resolution of the complaint, an attempt will be made to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.
- 12.2.3 No disciplinary action can be taken against the unit member unless the unit member receives from the District a copy of the written statement of the complaint listing date of complaint, name of complainant, and specific concerns, and has been given an opportunity to respond in writing. The unit member shall be given time during the duty day to review the complaint so long as such review would not interfere with classroom responsibilities.
- 12.2.4 All information or proceedings regarding any complaint shall be kept confidential by the District.

12.3 Personal Treatment Intervention

- 12.3.1 With knowledge and approval from the administrative supervisor, a unit member shall provide intervention techniques and modalities that are evidence-based, relevant and within the scope of Occupational and Physical Therapy practice (e.g. Guidelines for Occupational Therapy and Physical Therapy in California)
- 12.3.1.2 In the event the unit member and administrative supervisor do not come to a consensus on the proposed intervention technique or modality, the unit member shall petition the SELPA Executive Director, and/or Designee via discussion or proposal.
- 12.3.1.3 All therapeutic modalities shall require documented consent from parent/guardian through the IEP process.

12.4 Certified/Licensed Therapy Assistant(s) and Fieldwork Students

- 12.4.1 A reasonable effort shall be made to include unit members during the initial interviewing of prospective Certified/Licensed Therapy Assistant(s) prior to assignment.
- 12.4.2 A Certified/Licensed Therapy Assistant(s) may be assigned to a unit member.
- 12.4.3 The unit members shall be responsible for the management and direct therapy supervision of the Certified/Licensed Therapy Assistant that are assigned to them as it relates to California Board of Occupational Therapy (CBOT) and Physical Therapy Board of California licensure guidelines (PTBC).

- 12.4.4 If a unit member feels that the performance of the Certified/Licensed Therapy Assistant(s) is jeopardizing their license, they are encouraged to discuss their concern with their immediate supervisor.
- 12.4.5 The District shall work cooperatively with unit members on the assignment of Fieldwork Students from Occupational or Physical Therapy graduate school programs. Fieldwork Students shall only be assigned to work with a unit member with their approval.

ARTICLE 13 - NON-DISCRIMINATION

13.1 Non-Discrimination

- 13.1.1 The District shall not, in administering this Agreement, unlawfully discriminate against and/or harass unit members from a protected class, including but not limited to their actual or perceived race, color, national origin or ancestry, religion or creed, age, marital status, physical or mental disability, medical condition, veteran status, sex (including gender, pregnancy, sexual orientation, and gender identity), genetic information, and citizenship. Nor shall the District unlawfully discriminate against and/or harass unit members on the basis of lawful political affiliation, or because of membership, non-membership or participation in lawful activities of an employee organization. The District shall not retaliate against any unit member who complains, testifies or in any way participates in the District's complaint procedure.
- 13.1.2 The parties further agree that any employee who alleges violations of state or federal non-discrimination laws shall proceed with those claims in the appropriate administrative and/or judicial forum and that such claims are not subject to grievance and arbitration procedures.

ARTICLE 14 - SALARY SCHEDULES AND RULES

14.1 General

- 14.1.1 Each unit member shall be assigned to an appropriate salary schedule herein described as Appendix A-1 which includes the following job positions:
- Occupational Therapist
 - Physical Therapist
- 14.1.2 Unit members who serve less than the required annual number of duty days for regular full-time employees in their classification shall receive a salary in the ratio that the number of days actually served bears to the total number of annual duty days for that classification.
- 14.1.3 Salary warrants for regular unit members shall be issued on or about the last working day of the month in twelve (12) installments, with appropriate deductions.
- 14.1.4 Mandatory deductions from gross earnings are those required by law and include Federal Income Tax, and Retirement System.
- 14.1.5 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the employees by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from such member written notice withdrawing the authorization for the deduction.
- 14.1.6 Should a unit member's deductions exceed his earnings for a given month, the District shall delete one or more of the voluntary deductions so as to reduce the aggregate deductions to a total less than or equal to the gross earnings. The unit member shall be notified as to what change(s) has been made, and it shall be his/her responsibility to make the deleted payment(s) on his/her own.

14.2 Initial Placement on Salary Schedules

- 14.2.1 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service in a pediatric occupational therapy or pediatric physical therapy setting. The District reserves the right to offer additional years of service steps. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.
- 14.2.2 Qualified unit members shall, effective each July, advance one horizontal step on the salary schedule for each year of service, except those whose placement is at the maximum step or qualify under 14.2.3 below.

- 14.2.3 Qualified unit members whose annual experience credit date begins mid-year, shall advance one horizontal step on the salary schedule for each year of service at the midpoint of their work year, except those whose placement is at the maximum step for their group or whose contract is limited by special conditions usually identified with specially funded program employment.
- 14.2.4 Regular full-time unit employees who, in any one semester, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a semester of experience credit.
- 14.2.5 A regular part-time unit member serving at least one-half (1/2) of a full-time assignment may, upon serving at least seventy-five percent (75%) of the instructional days in one school year, earn one semester of experience credit.

14.3 Longevity Increments

- 14.3.1 Longevity increments indicated at Steps A1 through A6 of the Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:
 - 14.3.1.1 Longevity Step A1: Completion of eleven (11) complete years of service, six (6) of which must have been in the District.
 - 14.3.1.2 Longevity Step A2: Completion of fourteen (14) complete years of service, nine (9) of which must have been in the District.
 - 14.3.1.3 Longevity Step A3: Completion of seventeen (17) complete years of service, twelve (12) of which must have been in the District.
 - 14.3.1.4 Longevity Step A4: Completion of twenty (20) complete years of service, fifteen (15) of which must have been in the District.
 - 14.3.1.5 Longevity Step A5: Completion of twenty-three (23) complete years of service, eighteen (18) of which must have been in the District.
 - 14.3.1.6 Longevity Step A6: Completion of twenty-six (26) complete years of service, twenty-one (21) of which must have been in the District.
- 14.3.2 Years of service granted under provisions of this section shall conform with other provisions of this Article.

14.4 Service Provisions

- 14.4.1 Only time served in paid status (including paid leaves) shall apply toward “years of service” in this Article. Unpaid leaves shall not count as time served.
- 14.4.2 A permanent employee who leaves District employment but returns shall not forfeit previously served time.

14.4.3 Service as a part-time regular District unit member shall accrue eligibility for anniversary step increments on a pro-rata basis.

14.4.3.1 Each unit member year of such part-time employment will be computed by converting the salary paid to a percent of the salary which a full-time employee in the same Group and Step would have been paid. These cumulative percent computations will be averaged at the end of the initial twelve (12) years entitlement accrual period to provide a “constant” (the average percent) which will be applied to the first increment value to provide the pro-rata increment dollar amount.

14.5 Mileage

14.5.1 In the event that travel is required, the employee shall be entitled to mileage pay at the rate set forth by the IRS.

ARTICLE 15 - COMPENSATION FOR SPECIAL ASSIGNMENTS

15.1 General

- 15.1.1 Additional compensation may be requested and earned by prior voluntary individual agreement between the District and a unit member for the performance of specified special assignments for a specified length of time.
- 15.1.2 Compensation for such duties is not included in the basic employment Contract.
- 15.1.2 Services performed in special assignments shall not apply toward permanency or have an application to salary schedules.
- 15.1.4 Unit members shall be assigned to special assignments from among qualified applicants as determined by the District.

15.2 Extended School Year (ESY)

- 15.2.1 In addition to ESY, other supplemental programs refer to any programs offered by the District after-school, in the evening, during year-round intersession, on Saturdays, during school recess breaks, or any other time during the regular work year.
- 15.2.2 The hourly rate of pay for ESY supplemental instructional programs, outside of their regularly assigned work day/calendar, shall be the unit member's pro rata hourly rate of pay based on the unit member's placement on the salary schedule outlined in Appendix A.
- 15.2.3 Bargaining unit members shall accumulate sick hours commensurate with the provision of the Leave's article.
- 15.2.4 Regularly employed unit members of the District shall be given preference over outside applicants for ESY supplemental instructional programs placement.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

16.1 District Contribution

- 16.1.1 Effective July 1, 2022, the District shall allocate to each regular full-time unit member the total sum as follows for the purchase of medical, dental, vision and other fringe benefits as provided below:

Family	\$22,301
Two (2) Party	\$16,216
Single Party	\$9,279

- 16.1.2 Each regular full-time unit member shall be entitled to 100 percent of the allocation based on the medical plan tier selected by the unit member. Regular unit members 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 unit members who work less than half-time are excluded from coverage under this article. Employees hired after the start of the year will be entitled to a pro-rata share which is proportionate to their hire date.

16.2 Mandatory Medical and Dental and Voluntary Vision

- 16.2.1 Eligible unit members shall, in order to qualify for any District contribution under this Article, be enrolled in any one of the District's designated medical and dental plans. Enrollment may be either as a first party or as a dependent on another OMSD employee's plan. There will be an annual open enrollment period.

16.3 Opt-out Provision

- 16.3.1 So long as the District's insurance benefits practices/providers allow it, bargaining unit members (full-time and part-time) who can prove government or employer provided group coverage from an employer may opt out of \$1800 (prorated for part-time bargaining unit members).
- 16.3.2 Bargaining unit members who opt out shall still be required to take dental insurance; the cost of dental coverage shall be paid out for the unit member's allotment and shall not reduce the agreed-upon opt out cash bonus.
- 16.3.3 Any additional insurance will be paid for by the unit member.
- 16.3.4 A maximum of 20% of all unit members will be allowed to opt out. A deadline shall be determined annually by the District and Association for unit members to opt out. Unit members hired after the open enrollment window deadline date will have the option to opt out as long as the 20% threshold has not been reached and will be entitled to a pro-rata share which is proportional to their hire date.
- 16.3.5 Annual proof of medical insurance coverage shall consist of a signed insurance waiver form and one of the following:

- 16.3.5.1 Medical insurance card (showing the employee's name)
- 16.3.5.2 Letter from employer on company letterhead confirming group coverage of the employee
- 16.3.5.3 Military ID (with employee's name)
- 16.3.5.4 Letter or print out from the medical carrier confirming group coverage of the employee
- 16.3.5.5 Medicare Card
- 16.3.5.6 Medi-Cal Card (Notice of Action)
- 16.3.5.7 Print out of insurance coverage from company website
- 16.3.5.8 Creditable coverage certification from the carrier.

16.4 Life Insurance

- 16.4.1 The District agrees to provide a \$50,000, basic 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 for the policy carrier.

16.5 Optional Benefits

- 16.5.1 Additional benefits will include qualified voluntary insurance products and/or qualified Section 125 Flexible Benefits Reimbursement Accounts. Administration of the Section 125 Benefit Program (including flexible spending accounts) will be by a qualified administrator designated and mutually agreed to by the District and the Association.
- 16.5.2 Salary supplement designation for the purchase of the approved benefits must be submitted on the appropriate forms to the District within thirty (30) days after employment for new employees. For returning employees who desire changes from the previous year, the designation must be submitted by a date established by the District. It is the responsibility of the unit member to file such a designation. Failure to submit a timely designation may result in the loss of the benefit. Payments for such benefits as selected by the unit member shall be made (whenever feasible) in equal installments, based on annual contracted pay, by the District on behalf of the employee. Expenditures for those purchased that exceed the District allocation shall be made by payroll deduction from the unit member's earnings.

16.6 Retiree Benefits

- 16.6.1 The District agrees to provide medical insurance for each eligible unit member, who has been in active employment status for the ten (10) years preceding retirement from the District and either (1) retires at age fifty-five (55) or older or (2) retires at an earlier age under a Public Employees Retirement System (PERS) medical disability. Such insurance will be provided by a District contribution toward purchase of one of the District's HMO single-party medical plans. Such contribution shall be equal to the employee-only premium cost and shall not include cash back. Such HMO insurance will be the same as that available for regular unit members.
- 16.6.2 Retirees may elect to opt-out of medical coverage. The amount of compensation will be determined annually by OMPTA/OMTA and the District.
- 16.6.3 Such contributions are to cease upon the occurrence, if any, of the following events:
 - 16.6.3.1 Obtaining coverage under the medical plan of another employer;
 - 16.6.3.2 Failure to maintain the employee's share, if any, of the cost of additional coverage selected; or
 - 16.6.3.3 Reaching the age of Medicare eligibility.

16.7 District's Obligation Limited

- 16.7.1 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.
- 16.7.2 All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievances and arbitration procedures of Article 5 of this Agreement.

ARTICLE 17 - DISCIPLINE

17.1 Definition

- 17.1.1 A permanent classified employee may be demoted, suspended, or dismissed by the Superintendent or designee for cause as provided in procedures set forth herein. This Article shall not apply to layoffs for lack of work or funds. The term “discipline”, for purposes of this article, shall mean a suspension, involuntary demotion, or termination (except layoff).
- 17.1.2 The provisions of this policy shall apply only to permanent employees. At any time prior to the expiration of the probationary period, the Superintendent or designee may dismiss a probationary classified employee from District employment. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.

17.2 Notice

- 17.2.1 Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain: A statement of the specific acts or omissions upon which the action is based; A statement of the cause(s) for which action is recommended; Where applicable, the Education Code section, policy, rule regulation, or directive violated; Penalty proposed and effective date; Copies of the documentary evidence upon which the recommendation is based.

17.3 Grounds for Discipline

- 17.3.1 The grounds for discipline of an employee shall be for cause as determined by the Board, which shall include, but not be limited to the following:
 - 17.3.1.1 Incompetence or inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner;
 - 17.3.1.2 Failure to possess required licenses, failure to pass legally mandated tests, failure to meet standard risk insurability requirements, or refusal to take and subscribe any oath or affirmation which is required by law.
 - 17.3.1.3 Negligence in the performance of duty;
 - 17.3.1.4 Negligence in the care and/or use of District property or misuse of District property which places persons or property at risk;
 - 17.3.1.5 Theft of District property, or personal use of District property without written authorization;

- 17.3.1.6 Insubordination; failure to obey reasonable direction or observe reasonable rules of school district supervisors, or willful and repeated violation of the provisions of the Education Code;
- 17.3.1.7 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public, or other willful failure of good conduct tending to injure the public service;
- 17.3.1.8 Dishonesty, including but not limited to, falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records;
- 17.3.1.9 Appearing for work under the effects of alcohol or drugs, use of alcohol while on duty, or the illegal use or possession of drugs;
- 17.3.1.10 Conviction of any crime involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction for this purpose;
- 17.3.1.11 Unauthorized release of confidential information, as defined by law, from official District records;
- 17.3.1.12 Possession of unauthorized, dangerous and/or deadly weapons on District property;
- 17.3.1.13 Engaging in political activity during assigned hours of employment;
- 17.3.1.14 Employee is charged with the commission of or is convicted of any sex offense, as defined in Section 44010 of the Education Code;
- 17.3.1.15 Absence without leave, unauthorized absence, repeated tardiness, or absence;
- 17.3.1.16 Failure to report for required health or x-ray examination after due notice;
- 17.3.1.17 Violation of the Education Code, State or Federal laws, or violation of rules and regulations of the District while on duty;
- 17.3.1.18 Abandonment of position including failure to return to duty upon expiration of any authorized leave of absence or failure to report to work for three (3) or more workdays without prior notification and authorization for such absence;
- 17.3.1.19 Advocacy to overthrow Federal, State or local government by force, violence or other unlawful means;

- 17.3.1.20 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees, while acting in the capacity of a District employee;
- 17.3.1.21 Retaliation against any District officer, employee or member of the public who, in good faith, reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of State or Federal law occurring on the job or directly related thereto; and
- 17.3.1.22 Prohibited sexual harassment including, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting.

17.4 Administrative Leave

- 17.4.1 In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days, of the unit member's removal from the position.

17.5 Procedure

- 17.5.1 Notice of Proposed Disciplinary Action to Permanent Employees.
- 17.5.2 The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee by filing a written recommendation of disciplinary action.
- 17.5.3 A member of the bargaining unit who has attained permanency shall receive a written notice of any intent to recommend corrective action. However, immediate suspension may be imposed without such written notice whenever the welfare of the schools, the pupils, or the employees thereof requires immediate action.
- 17.5.4 Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. Notice shall include the following:
 - 17.5.4.1 A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
 - 17.5.4.2 A statement of the cause(s) for the proposed disciplinary action pursuant to Education Code 45116;

- 17.5.4.3 If it is claimed that the employee has violated a rule or regulation of the District a statement of the rule or regulation;
 - 17.5.4.4 A statement of the action proposed to the Board;
 - 17.5.4.5 A statement that the employee has a right to a hearing on such charges if demanded within five (5) workdays after the employee receives notice;
 - 17.5.4.6 A card, or paper, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges;
 - 17.5.4.7 A copy of this policy; and
 - 17.5.4.8 A statement that the employee has a right to be represented by an attorney or other representative at the hearing.
- 17.5.5 Employee's Right to Respond
- 17.5.5.1 The employee shall have the right to respond in a timely manner either orally, in writing or both to the proposed charges, before disciplinary action is imposed.

17.6 Immediate Suspension Without Pay

- 17.6.1 If the Superintendent or designee determines that a permanent classified employee should be dismissed and that then continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of disciplinary action.
- 17.6.2 Any employee suspended without pay shall receive notice of the causes and charges as outlined in Section C.1.a, no later than five (5) days following the first day of suspension.

17.7 Appeal Hearing on Suspension, Demotion or Dismissal of Permanent Employee

- 17.7.1 When a timely request for a hearing has been served upon the Board, the Board or its designee shall schedule a hearing.
- 17.7.2 The employee shall be given written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a public hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel at their expense.

- 17.7.3 The President of the Board or designee shall preside over the hearing and rule on questions of procedure and evidence. The Board may, at its discretion, elect to have a hearing officer to conduct the hearing in lieu of the Board. The hearing officer shall, within fifteen (15) calendar days after the hearing, submit written findings and a proposed decision which includes accepting, modifying, or rejecting the proposed decision to the Board. The hearing officer shall be selected from a mutually agreed upon list.
- 17.7.4 Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called them to testify; and to rebut the evidence against them. The Board may consider the records of any prior personnel action against the employee, consistent with Education Code 45113.
- 17.7.5 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.
- 17.7.6 If the hearing is conducted before the Board, it shall prepare written findings and a decision. If the hearing is conducted before a hearing officer, the Board may accept, reject, or modify the proposed decision. If the Board modifies or rejects the proposed decision, the Board may do so after review of the record, including the findings.

17.8 Hearing Decision

- 17.8.1 The decision of the Board shall be in writing and shall contain findings of fact, conclusions of law, and disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
- 17.8.2 The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and they shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or their designated representative personally or by registered mail. The decision of the Board shall be final.

17.9 Compulsory Dismissal

- 17.9.1 The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five (5) years. If any such conviction is reversed and the person acquitted for charges dismissed except as otherwise provided below, the District may reemploy the employee, although reemployment is not a guarantee (Education Code 45123).

17.10 Confidentiality

- 17.10.1 All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

17.11 Education Code

- 17.11.1 This Article is intended for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940, or 44942. Nor is this Article intended to preclude the District's right to non-reelect probationary unit members.

17.12 Grievance Procedure

- 17.12.1 The provisions of this Article shall not be subject to the grievance procedure except for claims of procedural violation as established by Article 17-Grievance Procedures.

ARTICLE 18 - DEFINITIONS

18.1 District

- 18.1.1 “District” is the Ontario-Montclair School District, its Board of Education, Administration, and other designated representatives.

18.2 Association

- 18.2.1 “Association” means the Ontario-Montclair Professional Therapists Association, CTA/NEA, OMTA, its officers, and representatives. The Association is the exclusive representative of the bargaining unit in the District.

18.3 Unit Member

- 18.3.1 Unit Member means any Occupational Therapist or Physical Therapist employed directly by the District, and who have elected to be a unit member of OMPTA, who is therefore covered by the terms and provisions of this Agreement.

18.4 Duty Day

- 18.4.1 Duty Day means days during which unit members are required by contract to render services.

18.5 Immediate Family

- 18.5.1 Immediate Family means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.

18.6 Per Diem

- 18.6.1 Per Diem means the unit member’s annual scheduled salary divided by the number of days the unit member is contracted to work.

18.7 Site

- 18.7.1 Site means a building or location where the unit members work.

18.8 Copies of Agreement

- 18.8.1 The District and Association shall mutually agree to the number of copies of the contract to be printed and the method of distribution, including copies furnished to the Association. The parties shall share equally in the printing costs.

18.9 Resignation

- 18.9.1 A resignation shall become effective upon acceptance by the Superintendent or designee.

18.10 Retirement

- 18.10.1 The District shall maintain in effect, for the term of this Agreement, Board Policy 4117.12 (Employment After Retirement Program).

ARTICLE 19 - NEGOTIATIONS PROCEDURE

19.1 Terms of this Agreement

- 19.1.1 Terms of this Agreement shall become effective upon Board of Trustees' adoption and shall remain in full force and effect through June 30, 2025, subject to reopener provisions as listed in Section 19.3 of this Article.

19.2 Successor Agreement

- 19.2.1 No later than the month of April of the year in which this Agreement expires, the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.

19.3 Reopeners

- 19.3.1 No later than the month of April of the year of this Agreement, the parties shall submit their initial proposals to each other for contract reopeners. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals. It is agreed that contract reopeners shall be as follows:

- 19.3.1.1 Salary
- 19.3.1.2 Annual Salary Supplement-Fringe Benefits
- 19.3.1.3 Calendar
- 19.3.1.4 Two Articles for OMPTA
- 19.3.1.5 Two Articles for OMSD
- 19.3.1.6 A review of all Memoranda of Understanding (MOU)
- 19.3.1.7 Any other matter(s) upon which the parties may mutually agree to meet and negotiate.

19.4 Timeline

- 19.4.1 The parties shall meet to establish dates to negotiate on reopeners or a successor Agreement after the completion of the public notice requirements listed above.

19.5 Publication of Agreement

- 19.5.1 Publication of Agreement: As soon as possible, but not later than thirty (30) calendar days after Board approval, the District will make a digital copy of the updated agreement available to the Association. The District will provide and pay for one (1) hard copy of the Agreement to be placed at each District work site for Site Representatives' use.

APPENDIX A-1 SALARY SCHEDULE

Ontario-Montclair School District
Occupational Therapist & School Physical Therapist Salary Schedule

Title	Days	Step I	Step II	Step III	Step IV	Step V
Occupational Therapist / Physical Therapist	229	\$99,989	\$104,238	\$108,482	\$112,726	\$116,972

Longevity Increments:

A1: 12-14	\$1,350
A2: 15-17	\$1,500
A3: 18-20	\$1,650
A4: 21-23	\$1,800
A5: 24-26	\$1,950
A6: 27+	\$2,100

APPENDIX A-2 RUBRIC EVALUATION

Ontario-Montclair School District Professional Therapist

STANDARDS FOR PROFESSIONAL THERAPIST RUBRIC INSTRUCTIONS

The Standards for Professional Therapists rubric is designed to assess the professional therapist's performance, encourage professional growth, and identify professional development needs. Ontario-Montclair School District's professional therapist evaluation rubric for occupational and physical therapists includes Self-Assessment, Peer/Evaluator assessment Observation of treatment session, observation of presentation in IEP, and collection of artifacts.

Self-Assessment

1. The self-assessment should be completed prior to the first formal observation
2. Therapists should consider past performance as well as the current school year when filling out self-assessment
3. The self-assessment may be used to initiate discussion with evaluator to clarify performance and plan professional development.

Evaluation Procedures

1. The evaluator(s) will complete the rubric based on formal observations of therapy sessions, IEP and artifacts collected.
2. Checkmark all boxes of descriptors observed or review of artifacts provided.
3. If no descriptors are able to be check marked for a component of a Standard, then the "Not Demonstrated" column should be used.
4. A written comment shall be provided on any standards that are "Not Demonstrated"

Final Evaluation Summary Form

1. Give a rating for each component of a Standard. The rating for each component is the highest rating for which all descriptors are marked and all descriptors below that level are marked.
2. Provide written comments/suggestions for improvement on components "Not Demonstrated" or "Basic"
3. Review the completed form with the therapist.

Criteria Definitions

Basic: Professional Therapist demonstrates partial mastery of knowledge and skills that are foundational for proficient job duties. But needs improvement for mastery and application of such skills.

Proficient: Professional Therapist demonstrates competency of knowledge and skills and application of such in everyday practice.

Distinguished: Professional Therapist exceeds competence on standards of performance most of the time.

Not Demonstrated: Professional Therapist did not demonstrate basic competence on or adequate growth toward achieving a component standard.

ONTARIO-MONTCLAIR SCHOOL DISTRICT

Rubric Evaluation for Professional Therapists

☐ Self-Assessment ☐ Peer Assessment ☐ Evaluator Assessment

STANDARD 1: KNOWLEDGE OF CONTEXT OF PRACTICE

Basic	Proficient	Distinguished	Not Demonstrated
-------	------------	---------------	------------------

1a. Demonstrates knowledge of content, skills, and strategies. Therapists demonstrate knowledge of child and adolescent development, identify goals and outcome of educational curriculum from preschool through middle school, understand common childhood disabilities and demonstrate awareness of cultural and social differences that relate to families and students.

Understands: <input type="checkbox"/> Role of school-based OT/PT <input type="checkbox"/> Context of school-based OT/PT <input type="checkbox"/> Criteria for eligibility and methods for referral and <input type="checkbox"/> Models best practice within the educational system <input type="checkbox"/> Shares information and resources to others.and <input type="checkbox"/> Serves as a resource to others on various disabilities and medical diagnoses and impact on education <input type="checkbox"/> Builds upon knowledge base and collaborates with others to facilitate collective expertise <input type="checkbox"/> Provides guidance and professional development on new and innovative resources to others	
---	---	--	--

1b. Demonstrates and supports ethical standards. Therapists demonstrates knowledge and adheres to local, state and federal laws and regulations (i.e. OT/PT code of ethics, California OT/PT practice act, IDEA, Guidelines for OT/PT in California Public Schools, ADA, etc.) when delivering services to students with disabilities. Therapists demonstrate integrity and professional behavior at all times and are ethical with laws and responsibilities as they relate to the school setting.

Adheres to: <input type="checkbox"/> Professional ethical and legal standards of practice <input type="checkbox"/> Demonstrates knowledge of structure, goals, responsibilities (supervision of	...and Understands: <input type="checkbox"/> Essential components of therapy programs <input type="checkbox"/> Relationship between CCS and school-based services	...and Promotes: <input type="checkbox"/> School based therapist competencies <input type="checkbox"/> Cooperation, respect and trust <input type="checkbox"/> Addresses ethical risks, benefits, and outcomes	
---	--	--	--

COTA/PTA) within educational system	<input type="checkbox"/> Provision of and delivery of services in accordance with laws and regulations from referral to exit.	<input type="checkbox"/> Collaboratively resolves ethical issues encountered in school-based practice.	
1c. Demonstrates knowledge of resources. Therapist demonstrates knowledge of how to select and/or access resources to support student success.			
Awareness of: <input type="checkbox"/> School or district resources available to students <input type="checkbox"/> Assistive technology and equipment available to student <input type="checkbox"/> Identifies and accesses resources regarding communication methods for various populations and audiences.and <input type="checkbox"/> Makes recommendations for appropriate adaptive equipment, assistive technology, and adaptations within the school district <input type="checkbox"/> Understands other educational and/or medical disciplines to make appropriate referral <input type="checkbox"/> Supports accurate use of resources <input type="checkbox"/> Locates and provides resources upon request.	...and <input type="checkbox"/> Develops resources to support education programs in the school and district. <input type="checkbox"/> Shares expertise with staff to support accurate use of resources <input type="checkbox"/> Allocates resources efficiently to meet the program needs <input type="checkbox"/> Locates resources to support programs and needs of the school outside of the school setting.	
Evidence used to demonstrate performance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Professional Development documentation <input type="checkbox"/> In-service schedule <input type="checkbox"/> Referral documentation including contact logs, emails, letters of medical necessity <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____ </div> <div> <input type="checkbox"/> Equipment orders, inventories, other records <input type="checkbox"/> IEP Documentation </div> </div>			
Evaluator Comments (Required for all “Not Demonstrated” rating. Recommended for all ratings): <div style="height: 80px;"></div>			
Evaluated Person comments (Optional): <div style="height: 100px;"></div>			

STANDARD 2: PROFESSIONAL CONSULTATION AND COLLABORATION

Basic	Proficient	Distinguished	Not Demonstrated
2a. Creating an Environment of Respect and Rapport. Therapists demonstrate professional civility, and rapport to communicate with team members, families and stakeholders that is inclusive, collaborative, and respectful.			
<input type="checkbox"/> Awareness of various communication methods for various audiences <input type="checkbox"/> Creates an environment that is characterized by respect and rapport and Demonstrates: <ul style="list-style-type: none"> <input type="checkbox"/> Active listening with a student to understand how they are doing <input type="checkbox"/> Effective communication using different methods to address the abilities, learning styles and diverse needs of the student <input type="checkbox"/> Communicates with staff and families in a manner that is positive, supportive, and respectful and <ul style="list-style-type: none"> <input type="checkbox"/> Reflects and adjusts based on feedback from students and staff to foster positive therapeutic relationships with others who may have different backgrounds <input type="checkbox"/> Viewed as a model for sustaining an environment that facilitates exceptional growth and improvement <input type="checkbox"/> Communicates on a regular basis about student progress and related information to families and teachers 	
2b. Collaborating with School/Community. Therapists develop, sustain, and refine interprofessional and team relationships to promote effective plans of care for students.			
Demonstrates: <ul style="list-style-type: none"> <input type="checkbox"/> Awareness of how individual differences impact student learning <input type="checkbox"/> Cultural competence 	...and <ul style="list-style-type: none"> <input type="checkbox"/> Consults and collaborates with student, teacher and families with regards to development of goals in order to attain optimal student outcomes. <input type="checkbox"/> Provides students, staff and families with information and resources to support student learning. 	...and <ul style="list-style-type: none"> <input type="checkbox"/> Collaborates with community partners to provide services for students and assure the needs of the school/district are being met. <input type="checkbox"/> Uses conflict resolution strategies when needed. <input type="checkbox"/> Serves as a consultant to staff/students and shares expertise within the school setting and beyond. 	

2c. Professional responsibilities. Therapists should develop and maintain professional relationships with others within the context of their roles and responsibilities.

<input type="checkbox"/> Performs job duties as outlined by school/district <input type="checkbox"/> Participates in activities and duties when asked to do so <input type="checkbox"/> Complies with school district regulations	...and <input type="checkbox"/> Maintains professional relationships with colleagues that encourages sharing and planning to promote student success <input type="checkbox"/> Displays honesty and integrity <input type="checkbox"/> Achieves and maintains school-based competencies	...and <input type="checkbox"/> Identifies and educates others about overall roles, responsibilities and functions of therapeutic models (i.e. medical vs educational) <input type="checkbox"/> Volunteers for school/district activities that are unrelated to basic job duties (conferences, committees). <input type="checkbox"/> Takes leadership role with colleagues and departmental decision making to ensure decisions are based on professional standards	
---	---	--	--

Evidence used to demonstrate performance:

- | | |
|--|--|
| <input type="checkbox"/> Feedback from others | <input type="checkbox"/> Continuing education |
| <input type="checkbox"/> Staff development in-service/training | <input type="checkbox"/> IEP documentation |
| <input type="checkbox"/> Documentation including daily treatment notes, contact logs, emails | <input type="checkbox"/> Calendars and schedules |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

Evaluator Comments (Required for all “Not Demonstrated” rating. Recommended for all ratings):

Evaluated Person comments (Optional):

STANDARD 3: PROFESSIONAL PRACTICE AND DELIVERY OF SERVICE

Basic	Proficient	Distinguished	Not Demonstrated
-------	------------	---------------	------------------

3a. Provide services in a professional, efficient, and timely manner. Therapists provide the necessary level of service delivery while considering, respecting, and supporting student's educational program. They demonstrate flexibility and time-management strategies to implement educationally relevant therapy. Therapists develop and maintain organized and accurate IEP's, documentation and records as required by school district and licensure.

<p>Understands:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintains appropriate caseload for hours worked <input type="checkbox"/> Maintains current documentation of service delivery that meets complies with state license, school district and Medi-cal billing. 	<p>.... and</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arrives to scheduled treatment sessions on time and communicates with appropriate staff about schedule changes <input type="checkbox"/> Demonstrates flexibility and effective time-management strategies <input type="checkbox"/> Completes and maintains organized documentation of student's performance data and intervention plan in a timely manner 	<p>....and</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collect and maintain data for team use and decision making for service delivery, materials, and equipment options 	
--	--	---	--

3b. IEP Evaluations and Assessment methods. Therapists use a variety of methods to assess student ability within their educational environment. They gather information from therapeutic observations, assessments, IEP team members, and student records to inform, prioritize and guide decisions related to service delivery, educational outcomes, and interventions.

<p>Adheres to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Understands criteria for eligibility of SPED and related services <input type="checkbox"/> Reviewed OMSD SPED Procedural Manual 	<p>...and</p> <ul style="list-style-type: none"> <input type="checkbox"/> Selects and applies appropriate evidence based and educationally relevant assessment methods <input type="checkbox"/> Disseminates information about criteria for eligibility and methods of referral. <input type="checkbox"/> Interprets and communicate assessment findings to IEP team 	<p>...and</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consults peer-reviewed journals and seeks new evidence-based assessment tools to improve student outcomes <input type="checkbox"/> Provides professional development on new therapeutic approaches <input type="checkbox"/> Develops protocols/procedures for assessment tools, assessments, and screenings. 	
--	---	---	--

3c. Planning and implementing service delivery. Therapist plan and implement educationally relevant and evidence-based individualized interventions and strategies based on student's strengths and needs to facilitate access and participation in the least restrictive environment.

Creates a plan of care that includes:

- ☐ Evidence-based intervention
- ☐ Goals that are measurable, clear and concise
- ☐ Identifies student's strengths and needs

...and

Designs service delivery program that:

- ☐ Reassess and makes changes to activities, strategies and treatment options based on student response to treatment
- ☐ Incorporates normal classroom routines and activities
- ☐ Educates/Trains staff in interventions, exercises, and transfers to promote student success

...and

- ☐ Incorporates information from other disciplines into interventions to improve student's physical, social, and emotional well-being
- ☐ Consults peer-reviewed journals and seeks new evidence-based strategies to improve student outcomes
- ☐ Provides professional development on new therapeutic approaches

3d. Promote safety and participation. Therapists serve as a resource to others and promote safety, participation, and wellness for all students. They collaborate with staff to encourage student accessibility, participation, and health and well-being in life.

- ☐ Create inclusive and supportive environment to help student feel safe.

- ☐ Identifies and addresses unsafe situations

...and

- ☐ Participates in creating modifications, adaptations and/or supports to improve student accessibility

...and

- ☐ Collaborates with others to develop school safety procedures
- ☐ Collaborates with other disciplines to improve student access and participation in school environment
- Advocates for all students to ensure they have fair opportunities for success

Evidence used to demonstrate performance:

- | | |
|--|--|
| <input type="checkbox"/> Plan of Care | <input type="checkbox"/> Feedback from others |
| <input type="checkbox"/> Professional development documentation | <input type="checkbox"/> Assessment Reports |
| <input type="checkbox"/> Documentation including daily treatment notes, contact logs, emails | <input type="checkbox"/> Data Collection documentation |
| <input type="checkbox"/> Calendars, schedules, & workloads | <input type="checkbox"/> Training Logs |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

Evaluator Comments (Required for all “Not Demonstrated” rating. Recommended for all ratings):

Evaluated Person comments (Optional):

STANDARD 4: LEADERSHIP, GROWTH AND PROFESSIONAL DEVELOPMENT

Basic	Proficient	Distinguished	Not Demonstrated
-------	------------	---------------	------------------

4a. Professional Growth and Development. Therapists reflect on their knowledge base and seek new and relevant information to address the diverse needs of their students. They understand the necessity for life-long learning and professional development and are able to adjust to the changing demands of their profession and environment.

Understands:

- ☐ Maintains professional license
- ☐ Stays up to date with OT/PT theory, best practices and evidence-based research.

.... and

- ☐ Participates in continuing education for professional growth and integrates knowledge into practice
- ☐ Accepts and uses constructive feedback for professional growth
- ☐ Consults with colleagues and/or other professionals when needed.

....and

Participates in:

- ☐ Clinical research projects
- ☐ Professional organization
- ☐ Special Interest groups
- ☐ Advanced Certification/degrees
- ☐ Professional volunteer projects
- ☐ Reflects on own therapy practice to make decisions on professional growth and development

4b. Support and Promote their profession. Therapists advocate for and support their profession through education and providing others with opportunities to learn about their profession.

- ☐ Explains the benefits and area of expertise to others
- ☐ Educates others on the role of School-based OT/PT.

...and

- ☐ Promotes awareness of the profession
- ☐ Advocates for positions/roles that take advantage of professional knowledge and skills

...and

- ☐ Serves as a mentor to others
- ☐ Provides clinical education opportunities for student interns
- ☐ Advocates on behalf of profession and resources to school board members and administration

Evidence used to demonstrate performance:

- | | |
|---|---|
| <input type="checkbox"/> Current License | <input type="checkbox"/> Documentation for student intern |
| <input type="checkbox"/> Feedback from others | <input type="checkbox"/> Professional goals documentation |
| <input type="checkbox"/> Documentation for participation in research, organizations or volunteer projects | <input type="checkbox"/> Continuing education hours |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

Evaluator Comments (Required for all “Not Demonstrated” rating. Recommended for all ratings):

Evaluated Person comments (Optional):

***Based on The American Occupational Therapy Association (AOTA) Standards for Continuing Competence in Occupational Therapy (AOTA, 2021), Updated Competencies for Physical Therapists Working in Schools (Effgen et al. 2007), Guidelines for Occupational Therapy and Physical Therapy in California Public School 2nd ed. (California DOE, 2012), and The Framework for Teaching Evaluation Instrument (Danielson, 2011). Format modeled after Rubric to evaluate North Carolina’s School Based Therapists.**

Ontario-Montclair School District
PROFESSIONAL THERAPIST RUBRIC FINAL EVALUATION REPORT

Therapist: _____ **School Year:** _____ **Next anticipated evaluation year:** _____

Observation Dates: _____

Status: ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ Other:

Ratings: B= Basic P= Proficient D= Distinguished ND= Not Demonstrated

Standard 1: Knowledge of Context of Practice

1a. Demonstrates knowledge of content, skills, and strategies	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
1b. Demonstrates and supports ethical standards	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
1c. Demonstrates knowledge of resources	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND

Evidence/Comments:

Standard 2: Professional consultation and collaboration

2a. Creating an Environment of Respect and Rapport	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
2b. Collaborating with School Community	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
2c. Professional Responsibilities	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND

Evidence/Comments:

Standard 3: Professional Practice and delivery of service

3a. Provide services in a professional, efficient, and timely manner	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
3b. IEP Evaluations and Assessment methods	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND
3c. Planning and implementing service delivery	<input type="checkbox"/> B	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> ND

3d. Promote safety and participation

☐B

☐P

☐D

☐ND

Evidence/Comments:

Standard 4: Leadership, growth and professional development

4a. Professional Growth and Development

☐B

☐P

☐D

☐ND

4b. Support and Promote their profession

☐B

☐P

☐D

☐ND

Evidence/Comments:

☐CHECK IF WRITTEN PLAN TO BE IMPLEMENTED

Evaluator's Comments:

Evaluatee's Comments:

I certify that this report has been discussed with me. I understand that my signature does not necessarily mean agreement.

Evaluator's Signature

Title

Date

Evaluatee's Signature

Title

Date