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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

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Access

3.1.1 Authorized Association representatives shall have the right of reasonable access to

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 uninterrupteреW*nEn3nin

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.

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 rignhngW*nBT/7545.02 Tm0 G[ricor unit mbernh 16(y)20

4.2.7

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 I0000hrocedures

conference shall be held upon request of either the grievant or the

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

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

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.

7.4 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 $500 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.

7.6.3.1 If there is a significant discrepancy between workload and caseload a unit member shall go to their immediate supervisor to discuss Therapy Assistant support.

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 t4(t5F5 12 Tf1 0 0 1 434.23ns4e(ne)4(d63.1W*nB

if5 g0 F0 49.$1-150 1 0 0 1 0 0 1 137.42 669.22 Tm0 g0 G( )]TJETn a2 40 G288.000152

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-frQq.p433.03 508.99 Tm0 dM3uty

8.5.1 In case of denial from immediate supervisor an appeal may be filed in writing to the SELPA Director or designee.

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

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 replacemah31br4/1 0c.0000-19(y)20( )-189the e

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.

subseq 9.6.2 3

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, qvto the evaluatee,

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

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 TimeD waa8091p

10.4.2.3 Unit members shall accrue sick leave for extended years/summer school/intersession (ESY) based on the formula below.

13-20 work days earns one (1) sick leave day
9-12 work days earns ¾ sick leave day
5-8 work days earns ½ sick leave day

10.4.2.3.1 Any excess of twenty (20) work days during extended years/summer school/intersession (ESY) will trigger a mutual agreement between the association and district on the appropriate allocation of sick leave.

10.5 Initial Employment:

10.5.1 Initial employment occurring between the first (1^{st}) and fifteenth (15^{th}) of the month shall be computed from the first of that month and beginning between the sixteenth (16^{th}) and the end of the month shall be computed from the first (1^{st}) of the following month.

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.

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.71euL

10.6 Family Illness

10.6.1

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

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.

ARTICLE 11 - SAFETY CONDITIONS

11.1 General

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.

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 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, 2023, 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	$24,896
Two (2) Party	$17,906
Single Party	$9,854

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

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 tete

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

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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

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

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 an An12 792 re.59 TmT9.7 492 reW2pa4(nt)-32BT/F5 12 Tf18incted accoted ted aa

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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.

ARTICLE 19

ARTICLE 20 HOLIDAYS

20.1 Holidays

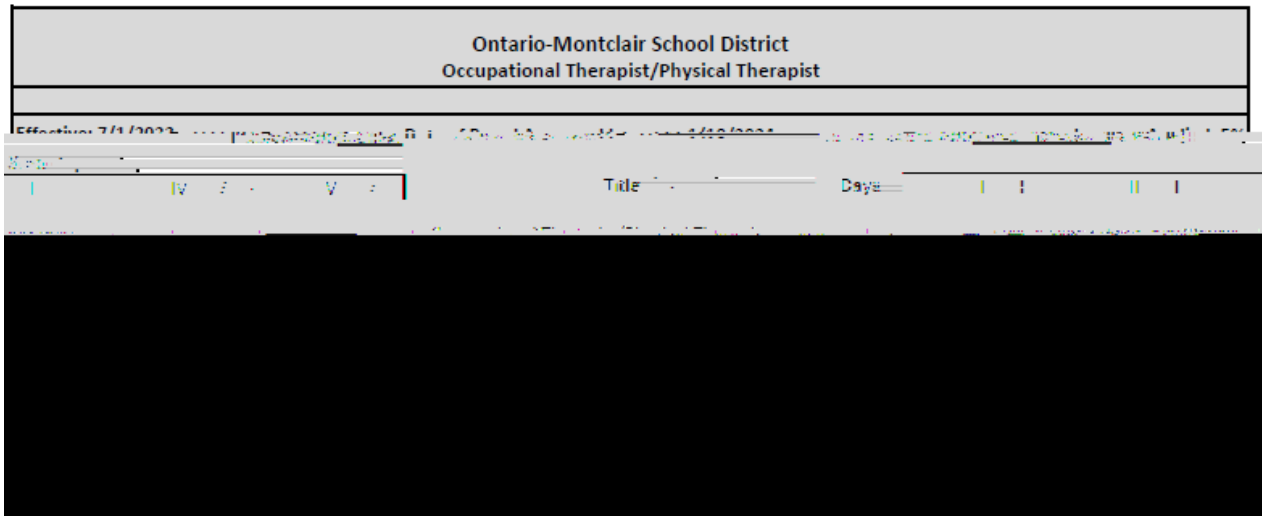
All members of the bargaining unit shall be entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

20.1.1 Independence Day
20.1.2 Labor Day
20.1.3 Veteran's Day
20.1.4 Thanksgiving Day
20.1.5 Local Holiday (Friday after Thanksgiving)
20.1.6 Christmas Eve Day
20.1.7 Christmas Day
20.1.8 Admission Day (the first workday after December 25th)
20.1.9 New Year's Eve Day
20.1.10 New Year's Day
20.1.11 Martin Luther King Day
20.1.12 Lincoln's Day
20.1.13 Presidents' Day
20.1.14 Spring Holiday (Friday of the week of Spring Recess)
20.1.15 Memorial Day
20.1.16

APPENDIX A-1 SALARY SCHEDULE

Ontario-Montclair School District

Occupational Therapist & School Physical Therapist Salary Schedule



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: Role of school-based OT/PT Context of school-based OT/PT Criteria for eligibility and methods for referral	…. and Models best practice within the educational system Shares information and resources to others.	….and Serves as a resource to others on various disabilities and medical diagnoses and impact on education Builds upon knowledge base and collaborates with others to facilitate collective expertise 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: Professional ethical and legal standards of practice Demonstrates knowledge of structure, goals, responsibilities (supervision of	…and Understands: Essential components of therapy programs Relationship between CCS and school-based services	…and Promotes: School based therapist competencies Cooperation, respect and trust Addresses ethical risks, benefits, and outcomes	

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.			
Awareness of various communication methods for various audiences Creates an environment that is characterized by respect and rapport	…. and Demonstrates: Active listening with a student to understand how they are doing Effective communication using different methods to address the abilities, learning styles and diverse needs of the student Communicates with staff and families in a manner that is positive, supportive, and respectful	….and Reflects and adjusts based on feedback from students and staff to foster positive therapeutic relationships with others who may have different backgrounds Viewed as a model1.57 hp(	

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

	…and	…and
Performs job duties as outlined by school/district Participates in activities and duties when asked to do so Complies with school district regulations	Maintains professional relationships with colleagues that encourages sharing and planning to promote student success Displays honesty and integrity Achieves and maintains school-based competencies	Identifies and educates others about overall roles, responsibilities and functions of therapeutic models (i.e. medical vs educational) Volunteers for school/district activities that

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 demonstrate flexibility and time-management strategies to implement educationally relevant therapy. school district and licensure.			
Understands: Maintains appropriate caseload for hours worked Maintains current documentation of service delivery that meets complies with state license, school district and Medi-cal billing.	…. and Arrives to scheduled treatment sessions on time and communicates with appropriate staff about schedule changes Demonstrates flexibility and effective time-management strategies Completes and maintains organized documentation of student's performance data and intervention		

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

Evaluated Person comments (Optional):

Evidence used to demonstrate performance:

Current License
Feedback from others
Documentation for participation in research, organizations or volunteer projects
Other:_____
Other:_____

Documentation for student intern
Professional goals documentation
Continuing education hours

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