

**Agreement With**

**West Los Angeles**  
**Waldorf Methods Charter,**  
**DBA as**  
**Ocean Charter School,**

**A California Public Benefit**  
**Corporation**

**and the**  
**Ocean Charter**  
**Teachers Association,**  
**CTA/NEA**

**Effective July 1, 2005**

**through**

**June 30, 2008**

## **OCTA Officers**

Charlene Haney, President  
Katie Sobczak, Vice-President  
Melanie Pipes, Treasurer/Secretary

## **OCS Board of Trustees**

Joan Wicks, President  
Leo Trujillo-Cox, Vice-President  
Wendy G. Teeter, Secretary  
Tammy Stanton, Treasurer  
Tamar Kern, Faculty  
Sara Maun, Faculty  
Nancy O'Rourke, ACG Governor  
Ran Boytner  
Patti Binder  
Colleen Kelly  
Kami Cotler, Co-Director  
Alex Metcalf, Co-Director

## **OCS Bargaining Team**

Tammy Stanton  
Kami Cotler  
Alex Metcalf  
Carrie Wagner

## **OCTA Bargaining Team**

Charlene Haney, Chairperson  
Melanie Pipes, Negotiator/Official OCTA Note-taker  
Katie Sobczak, Negotiator  
Debra Bryant, Negotiator  
Joe Boyd, CTA Charter Schools Organizer

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## **Article 1 - AGREEMENT**

- 1.1 This Agreement is made and entered into by and between Ocean Charter School, a non-profit public benefit California corporation, which together with its representatives shall be referred to in this Agreement as the "OCS" or "employer" and the Ocean Charter Teachers Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as "OCTA" or "union".
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA" (Education Employment Relations Act).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2005, until June 30, 2008. New items, except as otherwise designated, will be effective upon ratification.
- 1.4 No later than April 1, 2007, OCS and OCTA shall reopen negotiations on 2007 - 2008 salary increases (Article 24), evaluation (Article 22), workday (Article 7).

## **Article 2 - RECOGNITION**

- 2.1 OCS recognizes OCTA, CTA/NEA, as the exclusive representative of all certificated employees of Ocean Charter School, excluding all day-to-day substitutes, all management, all confidential, and all supervisory personnel as defined by the EERA.

## **Article 3 - DEFINITIONS**

- 3.1. "Employer" is Ocean Charter School Board of Trustees and other designated representatives.
- 3.2 "OCTA" means the Ocean Charter Teachers Association, CTA/NEA, its officers, and representatives. OCTA is the exclusive representative of the certificated bargaining unit of the Board.

- 3.3 "Immediate Supervisor" means the unit member's administrator or supervisor employed by the Board who has direct responsibility for supervising the Unit Member. Usually this person is the co-director.
- 3.4 "Unit Member" means any certificated employee of the Board who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.5 "Instructional Day(s)" means any day(s) pupils are present for instruction.
- 3.6 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 3.7 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.8 "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, or uncle.
- 3.9 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.10 "Site" means a building or location where unit members work.

#### **Article 4 - BOARD RIGHTS**

- 4.1 It is understood and agreed that the Ocean Charter School Board of Trustees retains all of its powers and authority to direct, manage, and

control the Charter School's programs to the fullest extent of the law.

### **Article 5 - OCTA RIGHTS**

- 5.1 OCTA has the right to place Association literature in unit member boxes.  
OCTA may utilize the OCS email system and agrees to abide by the computer use policy in effect at OCS. OCTA may utilize a bulletin board designated for its use at each site.
- 5.2 OCTA shall have the right to use OCS buildings, sites and equipment during reasonable hours for meetings and other OCTA activities when such facilities are not needed for other OCS activities. If additional meeting times are needed, or for other special facilities requests, OCTA will make such requests in advance, in writing, to the Co-director.
- 5.3 The OCTA President will meet with the OCS Co-director(s) to select two (2) afternoons (after school hours) each month designated for OCTA meetings. These meetings shall be placed on the master calendar. No other school business requiring bargaining unit member attendance will be scheduled during that time.
- 5.4 OCTA has the right under the EERA to represent bargaining unit members in their employment relations with the Board. Nothing in this Agreement shall be construed as a waiver of such rights.

### **Article 6 - WORK YEAR**

- 6.1 The work year shall include 189.5 work days (a-f), and events (g-k), as reflected below:
- a. one hundred eighty (180) instructional days.
  - b. three (3) days prior to the start of the instructional calendar for set-up.
  - c. two (2) days after the instructional calendar for break-down, one day of which may be used for administrative meetings.

- d. New teachers may be required to attend two (2) additional days prior to the start of the instructional calendar.
- e. three (3) professional development/student free days.
- f. one and one-half (1.5) student free days for parent conferences to be held the Tuesday and Wednesday prior to Thanksgiving. Teachers reserve the right to schedule conferences at alternate times, if desired, within two (2) weeks of Thanksgiving. Other parent conferences may be held as necessary.
- g. one (1) school-wide Spring Open House.
- h. one (1) Festival Day.
- i. Three (3) one (1) hour-long after school class meetings.
- j. One (1) loop presentation at an ACG meeting.
- k. One (1) evening class play or Lantern Walk.

### **Article 7 - WORK DAY**

- 7.1 It is understood that workday hours are essential to the quality of life for teachers at OCS.
- 7.2 OCS and OCTA agree that priority shall be given to establishing a workday schedule that begins no earlier than 7:45AM and ends no later than 3:00PM.

- 7.3 The parties agree that, where no mutually agreeable alternative can be found that results in the workday ending past 3:00PM, the workday shall in no case end later than 3:30PM.
- 7.4 OCS agrees to create the workday schedule in collaboration with OCTA's designee with the intent as reflected in Article 7, Section 2. However, the workday schedule shall be subject to the following parameters.
- a. It is the intent of the parties to establish a workday that will be from 7:45AM to 3:00PM, per Article 7, Section 2.
  - b. There will be a mandatory staff meeting at 7:50AM.
  - c. Once a week, students will be dismissed early for a weekly faculty meeting. A faculty professional development calendar and topics for these meetings will be developed by the faculty and administration. The last faculty meeting of the month, teachers will have free.
  - d. Each unit member will have a daily duty free lunch period of not less than thirty (30) minutes.
  - e. Each unit member will have at least one forty-five (45) minute preparation period each full instructional day. If this time is spent off campus, the teacher will notify the co-director or designee.
  - f. Each unit member will have no more than three (3) weekly recess duties.
  - g. Each unit member will have, in their workday schedule, a period scheduled for a weekly loop meeting.

## **Article 8 - SAVINGS**

- 8.1 If any provision of the Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 8.2 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(s).

## **Article 9 - EFFECT OF AGREEMENT, STATUTORY CHANGES, & MAINTENANCE OF STANDARDS**

- 9.1 Unless otherwise provided for in the Agreement, the Board shall not unilaterally reduce or eliminate any teacher benefit within this Agreement.
- 9.2 The parties recognize that those teacher benefits which are enumerated in the scope of bargaining, and which have not been reduced or eliminated through the negotiations process as reflected in this Agreement, shall continue at the same level during the period of this Agreement.
- 9.3 Should the scope of representation be broadened by statutory amendment, the parties will institute negotiations on such amendment(s) within ten (10) days of the effective date of the statutory change. Should any provision of this Agreement become inoperative by statutory amendment, the same procedure shall obtain.
- 9.4 If in conflict, this Agreement shall prevail over Board practices and procedures and over state law, to the extent permitted by law.

## **Article 10 - NON-DISCRIMINATION**

- 10.1 The Board shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status, sexual orientation, disability,

membership or participation in the activities of an employee organization.

## **Article 11 - GRIEVANCE PROCEDURE**

11.1 Definitions: A grievance is a claim by one or more of the members of the Unit or the Union that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the Unit or the Union.

### 11.2 Informal Procedure

- a. Aggrieved person shall first discuss the grievance with the immediate supervisor, either directly or accompanied by a Union Representative, with the object of resolving the matter informally. The grievant may, however, authorize the Union Representative to represent him/her. The supervisor may request that such authorization be in writing.
- b. This discussion must be requested within fifteen (15) work days of the alleged violation or within fifteen (15) work days of when the grievant had knowledge of the facts constituting the alleged violation.

### 11.3 Level 1 - Immediate Supervisor

- a. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) workdays after the informal conference.
- b. Within five (5) workdays of receipt of the written grievance, the immediate supervisor shall meet with the grievant and/or the Union Representative, if requested by the grievant, in an effort to resolve the matter.
- c. Within five (5) workdays after receipt of the grievance, or after the Level 1 conference, the immediate supervisor shall render a decision in writing, together with supporting reasons.

#### 11.4 Level 2 - Grievance Resolution Committee

- a. The Governing Board shall establish a Grievance Resolution Committee comprised of three (3) non-bargaining unit Governing Board members.
- b. Within five (5) workdays of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Grievance Resolution Committee (GRC).
- c. The GRC shall convene a hearing within ten (10) days of receiving the appeal and meet with the grievant and the Union Representative, if requested by the grievant, in an effort to resolve the grievance.
- d. The GRC chairperson shall, within five (5) workdays of the hearing in section 11.4, forward a decision in writing to the Grievant and the Union.

#### 11.5 Level 3 - Governing Board

- a. Within five (5) workdays of receipt of the decision at Level 2, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Governing Board.
- b. The Governing Board shall, in not less than five (5) workdays but not greater than twenty (20) workdays of receiving the appeal, meet with the aggrieved unit member and the Union Representative, if requested by the aggrieved, in an effort to resolve the grievance.
- c. The meeting shall be held in closed session, as a personnel matter, and within the confines of the Brown Act, unless otherwise requested by the Grievant.

- d. The Board President, or designee, shall within five (5) workdays of the meeting in section 11.5, forward a decision in writing to the Grievant and the Union.

#### 11.6 Level 4 - Arbitration Request

- a. If the aggrieved is not satisfied with the decision of the Level 3, or if no decision is rendered within the required time, the grievant may request the Union to submit the grievance to arbitration.
- b. If the Union decides to appeal the grievance, notification must be sent to the Board President, or designee, within twenty (20) work days from the date the aggrieved received the decision in writing per Article section 11.5.d.
- c. The Union Representative and the Board President, or designee, shall meet within five (5) days of notification (Article section 11.6.b) to select an arbitrator.
- d. If agreement is not reached within five (5) days, either party may request the American Arbitration Association (AAA) to submit a list of five (5) arbitrators qualified to hear the dispute. Either party shall have the right to request a second list from AAA, for any reason, prior to arbitrator selection. The parties shall select one individual from the list supplied by the alternate strike method. The parties agree to notify the arbitrator immediately to schedule the hearing.

#### 11.7 Level 5 - Arbitration Hearing

- a. The arbitrator shall convene the hearing as soon as possible, no later than thirty (30) days after his/her selection, to consider evidence and arguments.
- b. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.

- c. The arbitrator shall forward his/her decision to both parties within ten (10) days after the hearing is concluded or as soon as possible thereafter.
- d. The award of the arbitrator shall be binding on both parties.
- e. The Union and the Employer shall share the costs of the arbitration hearing (e.g., arbitrator's fees, court reporter, transcripts, AAA fees, etc.). All other costs shall be paid by the party incurring them.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

#### 11.8 Individual Grievances

- a. Any members of the bargaining unit may at any time present grievances to the administration and have such grievances adjusted without the intervention of the Union as long as the adjustment is reached prior to level three (3) and the adjustment is not inconsistent with the terms of this Agreement, provided the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

#### 11.9 General Provisions

- a. Since it is important for grievances to be resolved as quickly as possible, the number of workdays indicated at each level should be considered as a maximum. A "workday" shall be defined as a day in which school is in session. The timelines may be extended by mutual agreement.
- b. In the event a grievance is filed at such a time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon after as is practicable.

- c. Decisions rendered at Levels 1, 2, and 3 of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Union. Time limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
- d. Union Representative(s) shall receive reasonable release time, without loss of pay, leave, or benefits, for the presentation of arguments, and testimony of witnesses, at grievance hearings, and all other matters related to representation of the grievance. Any unit member, including but not limited to the grievant, who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.
- e. Records of the grievance process shall not be kept in the employee's personnel file.
- f. No reprisals of any kind will be taken by the Employer or any member or representative of the administration or the Board against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedure by reason of such participation.
- g. The Union, either on its own behalf or on behalf of one of its members, may initiate a grievance at Level 2.

## **Article 12 - PARENT COMPLAINTS**

- 12.1 Complainants shall first attempt to resolve the complaint informally with the involved employee. Within seven (7) school-days an informal meeting shall be arranged between the complainant and the employee. A third party may be present to assist in facilitating the meeting.
- 12.2 In the absence of informal resolution of a parent complaint, the complainant may, within seven (7) school-days of the informal meeting,

direct the complaint, in writing, to the employee's supervisor who shall hear the complaint.

- a. Within three (3) school-days following receipt of a parent complaint, the supervisor shall notify the involved employee of the complaint.
  - b. The supervisor shall investigate the complaint, providing both parties with every opportunity for explanation, comment, and presentation of facts as a basis for assessment and resolution.
  - c. The supervisor shall present the proposed outcome to the parties within ten (10) school-days.
- 12.3 If either the complainant or the employee wishes to appeal the decision of the supervisor he/she shall forward the complaint, in writing, to the Board President or designee with a written request for review of the decision within six (6) school-days. A copy of this request for review shall be sent to the other party concerned. The decision of the Board of Trustees shall be final and binding on all parties.
- 12.4 No adverse action shall be taken against a teacher, nor any notation placed in their personnel file, based on an anonymous complaint or a complaint not properly submitted in writing.

### **Article 13 - PERSONNEL FILES AND EMPLOYMENT RELATED COMMUNICATION**

- 13.1 No adverse action shall be taken against a bargaining unit member based upon materials not in the employee's personnel file. The Board shall not initiate any adverse action against an employee based upon materials in their file unless the materials had been placed in the file at the time of the incident giving rise to such materials, or at the time the employer became aware of said incident. However, adverse action may be taken concurrently with the placement of materials in the file. Discipline shall be consistent with the terms of this Agreement.
- 13.2 Personnel files of employees are to be made available for the inspection of the employee, or, at their written direction, to their

- designee. The employee may review their personnel file during business hours at a time mutually agreeable to the employee and the administration. The administration may require that such requests be made in writing. In all cases, administration shall provide access within a reasonable time. Material in the file is not to include ratings, reports, or records which were obtained prior to employment.
- 13.3 Information of a derogatory nature shall not be entered into an employee's personnel file without notice. The employee shall have ten (10) calendar days for opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon.
- 13.4 The person or persons who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and/or placed in the file.
- 13.5 Access to personnel files shall be limited to OCS administration. All other access shall be on a need-to-know basis subject to appropriate due process and confidentiality procedures. The contents of all personnel files shall be confidential and maintained in a locked file cabinet in the administrator's office.
- a. Disciplinary and Evaluative material shall be kept in a sealed envelope in the employee's personnel file. Access to this envelope shall be limited to the Co-directors, designated evaluator, and the employee (or their designee). All other access shall be on a need-to-know basis subject to appropriate due process and confidentiality procedures.
- 13.6 In no case shall unsubstantiated derogatory material be included in the file.
- 13.7 All adverse materials, with the exception of formal evaluations, shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of seven (7) years.
- 13.8 There shall be only one personnel file which shall be maintained by the OCS director(s).

- 13.9 The parties agree that all personnel matters are confidential and shall be treated as such.

#### **Article 14 - SAFETY AND HEALTH**

- 14.1 OCS agrees to carry liability insurance and provide representation for liability and defense of unit members in instances when such unit members are acting within the course and scope of their job duties for OCS.

#### **Article 15 - CLASS SIZE**

- 15.1 A class size of 20 shall be maintained in Grades K-3. A class size of 24 shall be maintained in Grades 4-8.

#### **Article 16 - ORGANIZATIONAL SECURITY, AGENCY FEE, AND MAINTENANCE OF MEMBERSHIP**

##### **16.1 Dues Deduction**

- a. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the OCTA. The Board shall deduct other voluntary payments as authorized by unit members and the OCTA. OCTA members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the OCTA to the Board, shall be increased or decreased without resolicitation and authorization from unit members.
- b. Any unit member who is a member of the OCTA or who has applied for membership, may sign and deliver to the Board an

assignment authorizing deduction of membership dues, initiation fees, and general assessments of the OCTA. Pursuant to such authorization, the Board shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- c. With respect to all sums deducted by the Board pursuant to Section 1.1 above, the Board agrees to remit such moneys promptly to the OCTA accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

## 16.2 Maintenance of Membership

- a. The OCTA and the Board agree that any unit member who is a member of the OCTA at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the OCTA with a lump sum cash payment of dues for the year, the Board shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections 1.1 and 1.2 above.

- 16.3 OCTA may implement Agency Fee, per SB 1960, at a future date. OCTA will notify OCS and make appropriate payroll deduction notices on behalf of agency fee payers.

## Article 17 - ONGOING EMPLOYMENT AND LAYOFFS

### 17.1 Initial Employment:

Bargaining unit members shall serve as probationary employees for a period of two (2) full-time consecutive years from their date of initial employment. For purposes of the Agreement, "full-time" shall mean having worked at least seventy-five percent (75%) of the number of days contained in the regular teacher work-year. Probationary bargaining unit members may be non-renewed at the end of their first or second year at the discretion of the Governing Board. Employees who are to be non-renewed for the following year shall receive notification not later than April 1 of the preceding year.

Probationary employees who are terminated mid-year, in their second year of employment, shall receive at least 30 days of remuneration at their regular rate of pay and employer paid (as defined in this Agreement) health benefits after their last day of service.

### 17.2 Ongoing Employment:

Bargaining unit members, who have served at least two (2) consecutive full-time years, as defined by Section 17.1, shall be considered ongoing employees on their first day of work of their third year of employment.

### 17.3 Layoffs (Reduction in Force):

Layoffs may occur at the end of the year due to a reduction in funds or the elimination of a particular kind of program. There shall be no layoffs during a school year unless agreed upon by the Union and Employer. Notice of layoffs for the subsequent year shall be determined, and notification of employees completed, by May 15 of the preceding year. If a layoff takes place the following criteria shall be used:

- a. Legal requirements and qualifications.
- b. Satisfactory evaluation.
- c. Seniority as defined by first day of service at OCS.

- d. Years of teaching experience in a public or private school.
- e. Ties shall be broken by lottery as agreed upon by the parties prior to the layoff occurring.

### **Article 18 - DUE PROCESS AND DISCIPLINE**

- 18.1 All disciplinary or dismissal action shall be substantiated and for just cause. The principals of progressive discipline shall be followed in the application of this Article. The provisions of this Article shall apply to all unit members, excepting probationary non-renewal as described in Article 17, Section 1.
- 18.2 Causes for discipline or dismissal, independently or collectively, shall be as follows:
  - a. Discourteous or disrespectful treatment of others, including parents or staff.
  - b. Dishonesty, including any falsifying of employment records, employment information, or other school records.
  - c. Theft, deliberate /careless damage, or destruction of school property, or the property of any employee or student.
  - d. Unauthorized use of school equipment, time, materials, or facilities.
  - e. Possession of any firearms or any other dangerous weapons on school premises at any time.
  - f. Possession of any intoxicant on school grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription).
  - g. Conviction of any felony or crime of moral turpitude.

- h. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management.
- i. Absence without leave, repeated tardiness or abuse of leave privileges.
- j. Unprofessional conduct.
- k. Unsatisfactory performance as defined in this Agreement under Article 22, Evaluation.
- l. Violating any safety, health, security or school policy, rule, or procedure or engaging in any conduct that risks injury to the employee or others.
- m. Knowingly engaging in conduct which constitutes a material conflict of interest.
- n. Committing of, or involvement in, any act of unlawful harassment of another individual.
- o. Failure to maintain appropriate credential(s) for the position.
- p. Failure of good conduct either during or outside duty hours tending to injure the public service.
- q. Abandonment of position.

18.4 Discipline shall be progressive, as follows:

- a. Verbal Warning: A verbal warning may result in a post-conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum.
- b. Written Warning: A written warning may be issued when the verbal warning fails to bring about the proper conduct.

- c. **Written Reprimand:** Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the unit member has been verbally warned about similar actions within the last two (2) preceding years. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member shall have the right to have a response attached to the reprimand and retained in the file.
- d. **Suspension Without Pay:** Suspension may be without pay but shall not reduce or deprive the unit members of seniority or other benefits. No unit member shall receive more than one penalty for any single action or infraction. Any suspension shall not exceed fifteen (15) work days. Generally, suspension may not be used unless the unit member has received a written reprimand about similar actions, unless the basis for the suspension constitutes egregious conduct or a serious infraction.
- e. **Dismissal:** Dismissal shall be the final step of progressive discipline and shall be used only when prior steps of progressive discipline have failed, or unless the basis for the dismissal constitutes egregious conduct.

18.5 In the case of egregious conduct, the employer may begin discipline steps at the appropriate level of progressive discipline, including dismissal. The action of the employer shall be at a level commensurate with the offense.

18.6 **Suspension and Discipline Procedures:** Suspension without pay or dismissal shall be initiated in writing by a Co-Director by providing a Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the OCTA President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit members shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in

writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both a Co-director and the employee, this deadline is extended. Following this period, a Co-director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

- 18.7 **Union Representation:** Unit members shall be entitled to OCTA representation at disciplinary meetings, conferences, or hearings. Management shall notify unit members if a proposed meeting or hearing could lead to any disciplinary action so that they can request OCTA representation. Unit members shall have the right to have a union representative at any meeting, conference, or hearing.
- 18.8 **Complaints or Charges Against Employees:** No disciplinary action or negative evaluation shall be based upon information or material which has been received from students, parents and/or citizens unless such complaints have been properly investigated according to the appropriate and applicable procedures, and the applicable sections of this Agreement.
- 18.9 **Administrative Leave:** A Co-Director or designee, at his or her discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits, pay, and seniority status shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.
- 18.10 **Education Code:** The parties expressly agree that the Education Code provisions for certificated discipline (suspension or dismissal) and interpreting case law or any subsequent interpretation of employee rights do not apply to Ocean Charter School under this contract.

## **Article 19 - RETIREMENT**

- 19.1 All unit members shall be participants in the State Teachers Retirement System (STRS).

## **Article 20 – SUBCONTRACTING**

- 20.1 The parties to this agreement recognize that the duties and work performed by the bargaining unit described in Article 2 above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit
- 20.2 Any changes to this provision shall be subject to the meeting and negotiating process described in the Educational Employment Relations Act.
- 20.3 The appropriateness of the placement of any newly created position shall first be discussed by the parties and then subject to the unit clarification provisions of the Educational Employment Relations Act.
- 20.4 The parties recognize that this article is intended to preserve work currently performed by members of the bargaining unit and to provide a process to determine appropriate placement of newly created positions. Nothing in this article is intended to change current Board practices regarding the hiring of employees.

## **Article 21 – ASSIGNMENTS AND TRANSFERS**

- 21.1 On or before January 15 of each year, Administration will distribute to all unit members a notice of intent to return. On or before February 15 of each year all bargaining unit members must sign a notice of intent to return in order to secure an assignment with OCS for the following school year. The unit member and OCS may extend the February 15 deadline by written agreement.
- 21.2 The notice of intent to return may include a statement of preferred assignment for the following school year. Absent such a statement, the assumption is that the bargaining unit member desires to continue in their current assignment.
- 21.3 Voluntary Reassignments: If a unit member wants to change their current assignment, the following procedure will be followed.

- a. Teacher will submit, in writing to the administration, their request for reassignment. This request will be made by February 15.
- b. The administration will base their decision on the following:
  - 1. Appropriate credentials for requested assignment.
  - 2. Satisfactory evaluation.
  - 3. (Highest) Number of years at OCS.
  - 4. Total years of teaching experience.
  - 5. Administrative discretion.
- c. Administration will inform the teacher, in writing, of their decision by May 1.

21.4 Involuntary Reassignments: Involuntary reassignments will only be made for the good of the institution.

- a. Administration will base their decision on the following:
  - 1. Appropriate credentials for the assignment.
  - 2. Satisfactory evaluations.
  - 3. (Least) Number of years at OCS.
  - 4. Total years of teaching experience.
  - 5. Administrative discretion.
- b. Administration will notify the unit member by April 1 that an involuntary reassignment is being considered.
- c. Administration agrees to do all due diligence to hire a qualified teacher(s) in order to avoid the involuntary reassignment of an existing OCS teacher.
- d. Teachers who are involuntarily reassigned shall be notified of the involuntary reassignment for the upcoming year by May 1.

21.5 If necessary, unit members may be asked to work at a satellite campus. This campus will be less than five miles from the main campus. Should travel be required between sites during the workday,

then mileage will be reimbursed at the Government approved rate (currently 40.5 cents/mile). Travel time will not be counted as preparatory time.

- 21.6 Every effort will be made to assure that unit members at satellite campuses have access to resources and support consistent with unit members at the main campus. Such resources and support shall include, but not be limited to: Copiers, supplies, administrative support, and student discipline support. In all cases, OCS agrees to provide all day-to-day administrative support required to support teachers assigned to the satellite campus.

## **Article 22 - EVALUATION**

- 22.1 The aim of teacher evaluation is to support teaching and student learning through a process that may include both informal (drop-in) and formal observations.

22.2 Formal Observation Process:

- a. Teacher and administrator will agree on a date of observation.
- b. Teacher will provide a lesson plan form filled out in advance. OCS and OCTA to agree on forms.
- c. Teacher and administrator will meet prior to observation to discuss lesson plan.
- d. Administrator will observe.
- e. Administrator will write up observation/evaluation using agreed upon form.
- f. Teacher and administrator will meet to discuss the observation using the pre-observation questions as a guide.
- g. Both teacher and administrator then sign off on the evaluation.

- h. Evaluation is then placed in the teachers personnel file.
- i. If teacher evaluation rating is "Requires Strengthening" or "Below Standard," the teacher or the administrator has the option to request a second observation and the same procedure will apply.
- j. The teacher has the right to attach comments on any aspect of the evaluation process to the final evaluation.

22.3. The main criteria for teacher evaluation are the following:

- a. Curriculum planning and development.
- b. Pedagogy.
- c. Student motivation/classroom management.
- d. Student assessment.
- e. Teacher-Parent relationships.
- f. Collegueship.
- g. Self-improvement.
- h. Professionalism.

22.4 The rating scale will include four levels of performance as defined below.

- a. Above Standard: Performance within this function area is consistently high. Teaching practices are demonstrated at a high level. Teacher seeks to expand scope of competencies and undertakes additional, appropriate responsibilities.
- b. At Standard: Performance within this function area is consistently acceptable. Teaching practices fully meet all performance expectations at an acceptable level. Teacher

maintains adequate scope of competencies and performs additional responsibilities as assigned.

- c. Needs Strengthening: Performance within this functions area needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
- d. Below Standard: Performance within this function area is consistently inadequate or unacceptable and most practices need considerable improvement to meet minimum performance expectations. Teacher requires close and frequent supervision and assistance in the performance of all responsibilities.

22.5 The employer shall take affirmative action to assist employees in correcting any cited deficiencies. Such action shall include specific recommendations and may include adequate release time for the employee to visit and observe other similar classes.

22.6 The evaluator, or designee, shall not base her/his evaluation of a bargaining unit member on any information that was not collected through direct observation of the employee, with the exception of information collected, not by direct observation, but fully investigated, documented, substantiated, and discussed with the employee. Hearsays statements shall be excluded from the written evaluation.

22.7 All observation forms and documents shall be included in this Agreement under Appendix B.

## **Article 23 - LEAVES**

23.1 Personal Illness and Injury Leave

- a. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as

the number of hours per week that scheduled duty relates to the number of hours for a full-time unit member in a comparable position. A maximum of fifteen (15) unused sick leave days shall accrue annually. After all accumulated leave is exhausted; an additional fifteen (15) leave days shall be for the purpose of extended sick leave, to be utilized if a bargaining unit member has exhausted all accumulated sick leave. The amount deducted for extended sick leave purposes from the unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.

- b. Unit members with perfect attendance will be awarded a two (2) day sick leave accrual bonus. The additional days shall be added to the unit members accumulated sick leave bank (Article 23.1.a) and shall not be subject to the 15 day maximum if the unit member already has accrued the maximum number of days in her/his accumulated sick leave bank.
- c. At the beginning of each school year, notification of accrued sick days will be distributed to each unit member.
- d. Whenever possible, a unit member must call the Co-director, or designee, as soon as the need to be absent is known, but in no event less than one-and-one-half (1.5) hours prior to the start of the work day, unless there are emergency circumstances.
- e. Unit members may report their absence as a one-day only absence. If the absence needs to be extended the unit member needs to notify the principal or designee as soon as possible. This practice can help assure consistency of coverage.
- f. In the event that a member requests a substitute and decides to attend work anyway the unit member will still be using up a sick day.
- g. A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave;

and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

- h. Unit member shall be entitled to fifteen (15) sick days accrued from previous employment in a school district, private or public school, subject to verification from the previous employer.

### 23.2 Personal Necessity Leave

- a. Unit members shall have two (2) annual personal necessity days in addition to allotted sick leave. These days shall not accrue annually.
- b. Unit members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

23.3 Bereavement Leave: A unit member shall be granted leave of absence for the death or imminent 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 200 miles is required; in such case the length of the leave shall be for five (5) days.

### 23.4 Leave Rights

- a. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit 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.
- b. A unit member returning from any type of paid leave shall be entitled to return to an equivalent position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless

that position was filled in her/his absence with a unit member, and in such case the returning unit member shall be entitled to an equivalent position.

### 23.5 Industrial Accident Leave

- a. While Ocean Charter School is not subject to the Education Code provisions excluded under Education Code Section 47610, the employer agrees that bargaining unit members shall be entitled to industrial accident and illness leave according to the provision in Education Code Section 44984 which has qualified for worker's compensation under the provisions of the existing insurance carrier.
- b. Such leave shall not exceed sixty (60) days during which the school is in session or when the employee would otherwise have been performing work for the Board in any one fiscal year for the same industrial accident or illness.
- c. A unit member claiming an industrial accident or illness leave shall be subject to examination by a physician designated by the Board's insurance carrier, or a physician previously designated by the unit member to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.
- d. During any industrial accident or illness paid leave of absence, the unit member shall endorse to OCS the temporary disability and indemnity checks received on account of the industrial accident or illness. OCS, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

### 23.6 Judicial Leave

- a. It is encouraged for teachers to attend jury duty during vacation time.

- b. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for the length of which they are impaneled.
- c. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

### 23.7 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the Co-director(s). Applications shall be given careful consideration. Unit members on leaves without pay shall be permitted participation in OCS Insurance Programs by making premium payments directly to the OCS. In addition, a unit member on such leave shall notify the Co-director(s) by March 1<sup>st</sup> of the school year as to his/her intent to return to employment in the school.

### 23.8 Child Bearing Preparation and Child Rearing

- a. Leave without pay or other benefits may be granted to a unit member for preparation of child bearing, for child rearing, or adoption.
- b. The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay. In the case of an adoption, if an acceptable, qualified substitute is able to be secured prior to the expiration of the 30-day period, the number of days may be reduced. This section shall not apply to maternity leave as prescribed by a doctor.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion

of the Board President, or designee, when considering the scheduling and replacement problems of OCS.

- d. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30<sup>th</sup> in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child bearing. However, the unit member shall be entitled to all rights for medical coverage under the State and Federal Family and Medical Leave Act. Unit members shall be entitled to the use of all available sick leave, and extended sick leave, for a minimum of 6 weeks of maternity leave, or more, if ordered by a doctor.
- f. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation or increment, except as called for in this Agreement.
- g. If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is no vacancy for which a unit member is qualified, the Board, or its designee, will assign the teacher to a position as soon as practicable.

### 23.9 Family Care and Medical Leave

- a. Under state and federal law, unit members who have served the Board more than 12 months and have at least 1,250 hours of service with the Board during the previous 12-month period, have the right to an unpaid family care and medical leave of up to 12 work weeks in a 12-month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent or spouse, or for their own serious health condition which makes them unable

to perform their job. When granting this leave, the Board guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

- b. If possible, at least 30 calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of a unit member or his/her family member. For events which are unforeseeable 30 days in advance, the Board, or its designee, must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with.

#### 23.10 Miscellaneous Leaves Without Pay:

Upon approval by the Governing Board, leave without compensation, increment or tenure credit, may be granted for a period not to exceed one school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

23.11 Association Leave: Leaves paid for by the Association shall be granted by OCTA.

### **Article 24 - COMPENSATION**

- 24.1 The salary shall be as set forth in Appendix A. The salary shall be retroactive as of July 1, 2005.
- 24.2 Effective July 1, 2006, all salary schedules in this contract shall be increased by 5.93%. The 2006-2007 salary schedules shall be attached in Appendix A.
- 24.3 Salary schedule policies shall be attached in Appendix A.

### **Article 25 - BENEFITS**

- 25.3 OCS agrees to maintain unit member health, dental, and vision benefits at the same level as which they currently exist, and consistent with the terms of this Agreement. Any changes in benefit plans, providers, levels of employee or dependent coverage, or levels of employee contributions are subject to mutual agreement of the Union and OCS.

#### **Article 26 - ASSIGNABILITY AND SUCCESSORSHIP**

- 26.1 Should the Governing Board merge or otherwise modify the employer status of Ocean Charter School, this Agreement shall remain in full-force and effect subsequent to any change in status of the governing structure of OCS.

#### **Article 27 - PROFESSIONAL GROWTH**

- 27.1 Annually, each unit member shall both give and receive a colleague support visit. These shall only be for the purpose of professional growth and shall not be used for employee evaluation. These experiences should serve both teachers' personal professional goals. The support visit shall include:
- a. A pre-arranged time for observation.
  - b. A pre-arranged scope or topics to observe.
  - c. A pre-and post-observation meeting.
- 27.2 Annually, each unit member will be given the opportunity for professional growth during the school year, over the summer, during weekends or during school breaks. These professional growth opportunities include, but are not limited to, observations at other schools, conferences, and workshops. Each unit member will be given a budget of \$250 to support his/her annual personal professional goals. At any time during the year, unit members may bring course information to the administration and request that it be included in the annual professional growth offerings.

- a. Unit members will submit requests in writing to the administration at least three weeks before the requested class/event.
- b. Administration will notify the unit member within two (2) weeks if their request is approved or denied.
- c. The unit member will share their experience (and any materials or resources) with their colleagues at the next available faculty meeting.
- d. Should release time be necessary, a substitute will be provided.

### **Article 28 - JOB DUTIES**

28.1 Job duties shall be as described in Appendix C.

### **Article 29 - REVIEW OF INDIVIDUALIZED EDUCATION PLANS (IEPs)**

29.1 Unit members shall follow all prescribed policies and procedures for the implementation of IEPs.

29.2 In any classroom where the percentage of students with IEPs (not including speech-only IEPs or Occupational Therapy-only IEPs) is twenty-five percent (25%) or higher, the Special Education Teacher will support the unit member by:

- a. Attending loop meetings at the request of the classroom teacher.
- b. Meeting with the class teacher once per week for at least one-half (0.5) hour for co-planning.

29.3 Should the unit member require additional support, the administration, teacher, and special education teacher will collaboratively strive to supply the appropriate resources to support the needs of all students in the classroom.

**Article 30 - NO STRIKE, NO LOCKOUT**

- 30.1 There shall be no strike conducted by OCTA during the term of this Agreement.
- 30.2 There shall be no lockout conducted by OCS during the term of this Agreement.
- 30.3 Violations of this Article shall be remedied through the provisions of this Agreement or the process of the Public Employees Relations Board, as appropriate.
- 30.4 It is understood that the provisions of this Article are not in effect during any negotiations pursuant to re-opener provisions of this Agreement and shall lapse at the expiration of this Agreement.
- 30.5 Nothing herein shall be deemed in any way to waive or impede the exercise of rights under the EERA, State or Federal statutory or constitutional law.

**Article 31 - EXECUTION OF AGREEMENT**

Agreement having been reached between the Ocean Charter School and the Ocean Charter Teachers Association, CTA/NEA, the parties hereby memorialize and execute this contract incorporating such provisions in accordance with Section 3540.1 of the Education Employees Relations Act.

**FOR OCS**

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Name (sign and print)	Title	Date
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**FOR OCTA, CTA/NEA**

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Name (sign and print)	Title	Date
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# **APPENDIX A**

## **SALARY SCHEDULES & POLICIES FOR THIS CONTRACT**

**Effective July 1, 2005**

**OCEAN CHARTER  
SCHOOL**

**SALARY SCHEDULE 2005-2006**

*emergency*     *prelim*     *prelim & pd*     *clear*     *clear pd*     *clear & pd/ma*

**WITH CREDENTIAL**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>	40,500	43,554	43,987	44,419	44,859	45,302	45,750
<b>2</b>	41,310	44,425	44,867	45,307	45,756	46,208	46,665
<b>3</b>	42,136	45,314	45,764	46,214	46,671	47,132	47,598
<b>4</b>	42,979	46,220	46,679	47,138	47,605	48,075	48,550
<b>5</b>	43,839	47,144	47,613	48,081	48,557	49,036	49,521
<b>6</b>	45,592	49,030	49,517	50,004	50,499	50,998	51,502
<b>7</b>	46,504	50,011	50,508	51,004	51,509	52,018	52,532
<b>8</b>	47,434	51,011	51,518	52,024	52,539	53,058	53,583
<b>9</b>	48,383	52,031	52,548	53,064	53,590	54,119	54,654
<b>10</b>	49,350	53,072	53,599	54,126	54,662	55,202	55,748
<b>11</b>	50,337	54,133	54,671	55,208	55,755	56,306	56,863

- \* **Step** equals a year of full-time teaching experience.
- \* **SPECIAL ED:** This position is considered impacted. As such, a salary increase of up to \$10,000 is allowed.
- \* **Waldorf Certification:** teachers with Waldorf Certification will make an additional \$1500 per year above pay scale rate
- \* **Continuity:** After 3 years continuous employment with OCS a teachers salary will increase by 3%
- \* **Professional Development Committee:** a committee of teachers/parents/administrators that develops a list of course work and activities that develop teachers' delivery of the Whole Child Curriculum.  
Teachers can also propose professional development ideas to the committee to be considered towards pay scale advancement

**Columns Defined**

Column I: Emergency Credential

Column II: Bachelor's degree plus preliminary credential

Column III: Bachelor's degree plus preliminary credential & to be determined number of approved professional development hours (approved by PD committee)

Column IV: Bachelor's degree plus clear credential

Column V: Bachelor's degree plus clear credential & to be determined number of approved professional development hours (approved by PD committee)

Column VI: Bachelor's degree plus clear & to be determined number of approved professional development (approved by PD committee) **or** M.A.

Column VII: Bachelor's degree plus clear & to be determined number of approved professional development (approved by PD committee) or M.A. plus tbd number of approved professional development hours.

PD Committee: committee will also evaluate professional training of new hires to establish placement in payscale

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>3</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>4</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>5</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>6</b>	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
<b>7</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>8</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>9</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>10</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>11</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

**Schedule B  
For  
Teachers  
with  
Waldorf  
Certification**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>	42,000	45,054	45,487	45,919	46,359	46,802	47,250
<b>2</b>	42,810	45,925	46,367	46,807	47,256	47,708	48,165
<b>3</b>	43,636	46,814	47,264	47,714	48,171	48,632	49,098
<b>4</b>	44,479	47,720	48,179	48,638	49,105	49,575	50,050
<b>5</b>	45,339	48,644	49,113	49,581	50,057	50,536	51,021
<b>6</b>	47,092	50,530	51,017	51,504	51,999	52,498	53,002
<b>7</b>	48,004	51,511	52,008	52,504	53,009	53,518	54,032
<b>8</b>	48,934	52,511	53,018	53,524	54,039	54,558	55,083
<b>9</b>	49,883	53,531	54,048	54,564	55,090	55,619	56,154
<b>10</b>	50,850	54,572	55,099	55,626	56,162	56,702	57,248
<b>11</b>	51,837	55,633	56,171	56,708	57,255	57,806	58,363

**Schedule C For teachers who have been OCS classroom teachers for three years**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>	44,268	47,606	48,080	48,552	49,033	49,517	50,007
<b>5</b>	45,154	48,559	49,041	49,523	50,014	50,507	51,007
<b>6</b>	46,960	50,501	51,003	51,504	52,014	52,528	53,047
<b>7</b>	47,899	51,511	52,023	52,534	53,054	53,578	54,108
<b>8</b>	48,857	52,541	53,064	53,585	54,115	54,650	55,190
<b>9</b>	49,834	53,592	54,125	54,656	55,198	55,743	56,294
<b>10</b>	50,831	54,664	55,207	55,749	56,302	56,858	57,420
<b>11</b>	51,847	55,757	56,311	56,864	57,428	57,995	58,568

**Schedule D For teachers who have Waldorf Certification and have been OCS class teachers for three years**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>	45,768	49,106	49,580	50,052	50,533	51,017	51,507
<b>5</b>	46,654	50,059	50,541	51,023	51,514	52,007	52,507
<b>6</b>	48,460	52,001	52,503	53,004	53,514	54,028	54,547
<b>7</b>	49,399	53,011	53,523	54,034	54,554	55,078	55,608
<b>8</b>	50,357	54,041	54,564	55,085	55,615	56,150	56,690
<b>9</b>	51,334	55,092	55,625	56,156	56,698	57,243	57,794
<b>10</b>	52,331	56,164	56,707	57,249	57,802	58,358	58,920
<b>11</b>	53,347	57,257	57,811	58,364	58,928	59,495	60,068

**OCEAN  
CHARTER  
SCHOOL  
SALARY  
SCHEDULE  
2006-2007**

*emer          prelim          prelim & pd          clear          clear pd          clear & pd/ma*

**WITH  
CREDENTIAL**

Step *	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
<b>1</b>	42,902	46,137	46,595	47,053	47,519	47,988	48,463
<b>2</b>	43,760	47,059	47,527	47,994	48,470	48,948	49,432
<b>3</b>	44,635	48,001	48,478	48,954	49,439	49,927	50,421
<b>4</b>	45,528	48,961	49,447	49,933	50,428	50,926	51,429
<b>5</b>	46,438	49,940	50,436	50,932	51,436	51,944	52,458
<b>6</b>	48,296	51,938	52,454	52,969	53,494	54,022	54,556
<b>7</b>	49,262	52,976	53,503	54,028	54,564	55,102	55,647
<b>8</b>	50,247	54,036	54,573	55,109	55,655	56,204	56,760
<b>9</b>	51,252	55,116	55,664	56,211	56,768	57,329	57,895
<b>10</b>	52,277	56,219	56,778	57,335	57,903	58,475	59,053
<b>11</b>	53,322	57,343	57,913	58,482	59,061	59,645	60,234

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>3</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>4</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>5</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>6</b>	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
<b>7</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>8</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>9</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>10</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>11</b>	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

**Schedule B For teachers  
with Waldorf  
Certification**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>	44,402	47,637	48,095	48,553	49,019	49,488	49,963
<b>2</b>	45,260	48,559	49,027	49,494	49,970	50,448	50,932
<b>3</b>	46,135	49,501	49,978	50,454	50,939	51,427	51,921
<b>4</b>	47,028	50,461	50,947	51,433	51,928	52,426	52,929
<b>5</b>	47,938	51,440	51,936	52,432	52,936	53,444	53,958
<b>6</b>	49,796	53,438	53,954	54,469	54,994	55,522	56,056
<b>7</b>	50,762	54,476	55,003	55,528	56,064	56,602	57,147
<b>8</b>	51,747	55,536	56,073	56,609	57,155	57,704	58,260
<b>9</b>	52,752	56,616	57,164	57,711	58,268	58,829	59,395
<b>10</b>	53,777	57,719	58,278	58,835	59,403	59,975	60,553
<b>11</b>	54,822	58,843	59,413	59,982	60,561	61,145	61,734

**Schedule C**      **For teachers  
who have been  
OCS classroom  
teachers for  
three years**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>	46,893	50,430	50,931	51,431	51,941	52,453	52,972
<b>5</b>	47,831	51,438	51,949	52,460	52,979	53,503	54,032
<b>6</b>	49,745	53,496	54,027	54,558	55,099	55,643	56,193
<b>7</b>	50,739	54,566	55,108	55,649	56,200	56,755	57,317
<b>8</b>	51,754	55,657	56,210	56,762	57,324	57,891	58,463
<b>9</b>	52,789	56,770	57,334	57,897	58,471	59,048	59,632
<b>10</b>	53,845	57,905	58,481	59,055	59,640	60,229	60,825
<b>11</b>	54,922	59,063	59,651	60,237	60,833	61,434	62,041

**Schedule D For teachers  
who have  
Waldorf  
Certification  
and have been  
OCS class  
teachers for  
three years**

Step *	I	II	III	IV	V	VI	VII
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>	48,393	51,930	52,431	52,931	53,441	53,953	54,472
<b>5</b>	49,331	52,938	53,449	53,960	54,479	55,003	55,532
<b>6</b>	51,245	54,996	55,527	56,058	56,599	57,143	57,693
<b>7</b>	52,239	56,066	56,608	57,149	57,700	58,255	58,817
<b>8</b>	53,254	57,157	57,710	58,262	58,824	59,391	59,963
<b>9</b>	54,289	58,270	58,834	59,397	59,971	60,548	61,132
<b>10</b>	55,345	59,405	59,981	60,555	61,140	61,729	62,325
<b>11</b>	56,422	60,563	61,151	61,737	62,333	62,934	63,541

**Step** equals a year of full-time teaching experience.

\* **SPECIAL ED:** This position is considered impacted. As such, a salary increase of up to \$10,000 is allowed.

\* **Waldorf Certification:** teachers with Waldorf Certification will make an additional \$1500 per year above pay scale rate

\* **Continuity:** After 3 years continuous employment with OCS a teachers salary will increase by 3%

\* **Professional Development Committee:** a committee of teachers/parents/administrators that develops a list of course work and activities that develop teachers' delivery of the Whole Child Curriculum.

Teachers can also propose professional development ideas to the committee to be considered towards payscale advancement

### **Columns Defined**

Column I: Emergency Credential

Column II: Bachelor's degree plus preliminary credential

Column III: Bachelor's degree plus preliminary credential & to be determined number of approved professional development hours (approved by PD committee)

Column IV: Bachelor's degree plus clear credential

Column V: Bachelor's degree plus clear credential & to be determined number of approved professional development hours (approved by PD committee)

Column VI: Bachelor's degree plus clear & to be determined number of approved professional development (approved by PD committee) **or** M.A.

Column VII: Bachelor's degree plus clear & to be determined number of approved professional development (approved by PD committee) **or** M.A. plus tbd number of approved professional development hours.

PD Committee: committee will also evaluate professional training of new hires to establish placement in payscale

## Appendix A - Continued

### Salary Schedule Policies

1. Salary Scale Columns shall be defined, as follows:
  - Column 1: University Intern Permit/Short Term Permit/Emergency Permit
  - Column 2: Preliminary Credential
  - Column 3: Preliminary Credential plus 210 hours of PD
  - Column 4: Clear Credential
  - Column 5: Clear Credential plus 210 hours of PD
  - Column 6: Clear Credential plus 420 hours of PD, or Masters
  - Column 7: Clear Credential plus 630 hours of PD, or Masters plus 210 hours of PD
2. Professional development hours shall include either documented training or units. 15 hours shall equal 1 semester unit. 10 hours shall equal 1 quarter unit.
3. PD units or hours achieved prior to reaching a Preliminary Credential shall count towards column advancement after completion of the Preliminary Credential (Column 3).
4. Beginning with the 2006-2007 year, employees shall have the option of receiving salary payments in 11 equal installments, beginning with a September 1 pay warrant. Employees shall have the option to have the employer implement a "summer savings account", whereby the employer will pay employees a salary in equal installments over 12 months.

# **APPENDIX B**

## **EVALUATION MATERIALS**

### **OBSERVATION FORMS AND DOCUMENTS**

**Ocean Charter School**  
**Pre-Observation Conference**

Teacher's Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Conf. Date: \_\_\_\_\_

Administrator's Name \_\_\_\_\_ Date of Observation \_\_\_\_\_

1. What is the objective of the lesson?
  
2. What has led up to and will follow this lesson?
  
3. What is the sequence of events within the lesson? Why has this sequence been chosen?
  
4. What teaching strategies will you be using? Why? Are any new for you?
  
5. How do you plan on engaging the students in the lesson?
  
6. How will you differentiate instruction within the lesson?
  
7. How will you know you have met your objective? How will you check for student comprehension?
  
8. Do you have any additional information or concerns you would like to share?
  
9. Are there any specific aspects of the lesson on which you would like feedback?

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Classroom Observation

Teacher: \_\_\_\_\_ Administrator \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Grade \_\_\_\_\_

Areas to Consider:

- A. Curriculum—Planning & Development
- B. Pedagogy
- C. Student Motivation/Classroom Management
- D. Student Assessment
- H. Professionalism

OBSERVATION	COMMENTS

**Teacher Comments on Observed Lesson:**

**Administrator Comments:**

**Teacher's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Administrator's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



**Ocean Charter School**  
**Teaching Evaluation**

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Administrator's Name: \_\_\_\_\_ Date: \_\_\_\_\_

- 
- 4 = Above Standard
  - 3 = Meets Standard
  - 2 = Requires Strengthening
  - 1 = Below Standard

**A. Curriculum- Planning & Development**

Rating: \_\_\_\_\_

Comments:

**B. Pedagogy**

Rating: \_\_\_\_\_

Comments:

**C. Student Motivation/Classroom management**

Rating: \_\_\_\_\_

Comments:

D. Student Assessment

Rating: \_\_\_\_\_

Comments:

Summative Comments:

\_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Ocean Charter School  
Other Professional Duties Evaluation**

Name: \_\_\_\_\_

Grade: \_\_\_\_\_

Administrator's Name: \_\_\_\_\_

Date: \_\_\_\_\_

- \_\_\_\_\_
- 4 = Above Standard**
  - 3 = Meets Standard**
  - 2 = Requires Strengthening**
  - 1 = Below Standard**

**E. Teacher-Parent Relationships**

**Rating: \_\_\_\_\_**

Comments:

**F. Collegueship**

**Rating: \_\_\_\_\_**

Comments:

**G. Self Improvement**

**Rating: \_\_\_\_\_**

Comments:

**H. Professionalism**

**Rating:** \_\_\_\_\_

Comments:

**Summative Comments:**

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Ocean Charter School  
Informal Observation Note

Administrator \_\_\_\_\_  
Time: \_\_\_\_\_

Date\_

Setting:  Classroom       Recess yard       Other \_\_\_\_\_

Dear \_\_\_\_\_,



Ocean Charter School  
Informal Observation Note

Administrator \_\_\_\_\_  
\_\_\_\_\_

Date\_      Time: \_\_\_\_\_

Setting:  Classroom       Recess yard       Other \_\_\_\_\_

Dear \_\_\_\_\_,

# **APPENDIX C**

## **The Ten Agreements and Job Duties**

## The Ten Agreements

1. **Curricular Themes.** Curricular themes and activities coincide with children's developmental stages.
2. **Daily and Seasonal Rhythms.** Rhythm and attention to expanding and contracting activities is essential to a healthy class environment. Rhythm is realized through a balance of expansive activities: movement, singing, clapping, etc., and contracting activities: academic work, speech work, focused listening, etc. Seasonal rhythms find expression through stories, artwork, songs, poems, and verses drawn from nature or seasonal themes.
3. **Natural Materials.** When possible, we use natural materials in our arts, crafts, furnishings, and playthings. This contributes a beautiful aesthetic, nurtures our senses, and connects us to the natural world.
4. **Kindness.** We insist on behavior and interactions that are respectful, cooperative, kind, and safe.
5. **Visual Arts.** Artistic work is integrated into the daily and weekly curricula. These arts may include modeling, painting, drawing, handwork and woodwork.
6. **Language Arts.** We use the art of storytelling in our classes daily to enliven our curricula. Classes work with various forms of age-appropriate literature, speech exercises, poetry, fiction, and non-fiction prose.
7. **Movement Arts.** All classes integrate rhythmic movement and games into their daily or weekly routines.
8. **Musical Arts.** Music is incorporated into the classroom daily through singing and the playing of flutes or recorders.
9. **Books.** Grades students create their own Main Lesson Books.
10. **Imagination.** Material is shared with students in a fashion which is enlivening to the child's imagination and creativity. Activities are geared toward increasing students' flexibility of thought.

## Job Duties

1. Keep the "10 Agreements"
2. Follow OCS office procedures for attendance, disciplinary referral, field trip requests, and other classroom related issues.
3. Implement school policies regarding assessment and progress reporting.
4. Prepare curriculum for classes. Work with other teachers to align California State Standards.
5. Maintain records of classroom instruction. Keep a binder of handouts, block tests and other printed matter. Fully document two (2) circles. Participate in loops to fully document one entire subject block per grade. (Format for the documentation to be determined by mutual agreement.)
6. Prepare block rotation for the year, due September 1.
7. Maintain classroom budget and documentation.
8. Turn in supply order on appropriate form to the office by July 1.
9. Prepare classroom before and after school year.
10. Hold at least three (3) sixty (60) minute parent meetings per year (others as needed).
11. One Fall conference and Spring Conference as needed.
12. Write end of year narrative reports.
13. Class Play/Lantern Walk

14. Keep student records/assessments.
15. Be punctual.
16. Attend faculty meetings.
17. Attend loop meetings (at least 1x per week).
18. Check announcement board and mailbox.
19. Participate in committees as needed and consistent with this agreement.