



# ADVOCATE

Ontario-Montclair Teachers Association

August 2019

## IMPORTANT DATES SEPTEMBER

**2<sup>nd</sup>** LABOR DAY –  
NO SCHOOL

**14<sup>th</sup>** SCONE FALL  
LEADERSHIP  
CONFERENCE

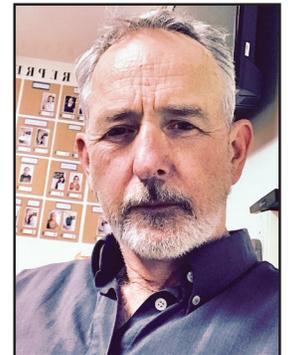
**16<sup>th</sup>** OMTA EXECUTIVE  
BOARD MEETING

**19<sup>th</sup>** OMSD BOARD OF  
TRUSTEES MEETING

**30<sup>th</sup>** OMTA REP  
COUNCIL MEETING

## FROM THE PRESIDENT'S DESK

Welcome back to all of you returning for the 2019-20 school year. There is a lot happening. This school year marks the return of Central Language Academy and Euclid Elementary School after a year of retrofitting to make their campuses safer for students and staff. I am eager to visit and see the improvements. The Health and Learning Centers at Vernon and De Anza will also be opening. This is the first year Montera Elementary and De Anza Middle School implement their dual-language programs. Both will offer Spanish and Mandarin, but De Anza will also offer Arabic. Although we returned to the regular day kindergarten schedule, many schools opted to return to an extended day model (with the agreement of kinder teachers) agreed upon by MOUs for each respective school site. A good portion of our members started the year early by attending the training “Recharging Your Batteries” facilitated by Dr. Laura Riffel. I attended the August 1st training and enjoyed what she presented to the group as far as techniques and strategies on how to manage challenging behaviors.



As far as the Ontario-Montclair Teachers Association, this is a year when the entire contract opens up for bargaining. Last year, the District and OMTA each chose two specific Articles to open for discussion and negotiation. There are 22 Articles currently in the contract. One thing I have learned while being in this position as President, is that the bargaining process is pretty much year round. Last year, before school started I was supporting our Speech and Language Pathologists. This year, I know there are concerns about the Spotlight Teachers MOU, and the fact I haven't signed it yet. But, it doesn't mean I won't. I have the right to want to talk about this specific MOU because it has no specific or defining language attached to it in contract. I want to learn more about the program, and fully support those teachers who implement it, as well as the teachers who benefit from it, by creating and adding contract language. By the time the next Advocate comes out, hopefully we'll have come to an agreement.

*Continued on Page 4*

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## WEAR RED for PUBLIC ED

### Every WEDnesday

### #redford

*This month's Advocate is rehashing common issues that seem to happen year after year. The grievance procedure is an important piece to know if you think that your contractual rights are being taken advantage of. Please note that the grievance procedure is always when you have a disagreement with the District and not another unit member. Also note that before anything is formalized always have a "friendly" conversation with your immediate supervisor first to see if you can settle the disagreement.*

## ARTICLE V – GRIEVANCE PROCEDURE

### A. Purpose

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.

### B. Definitions

1. A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.
2. A grievant is a unit member or an authorized Association representative.

### C. Procedures

1. Before a formal written grievance is filed, a unit member shall reasonably attempt to resolve his/her concerns with the immediate supervisor.
2. Level I: Within twenty (20) duty days after the occurrence of the act or omission giving rise to the grievance, the grievant

must present such grievance in writing to the immediate supervisor. If the grievant did not have actual constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) duty day time limit shall begin to run on the date upon which the grievant knew, or could with reasonable diligence have known, of the occurrence. The written statement of the grievance shall include the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision, if any, rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either the grievant or the administrator. The administrator shall communicate a decision to the grievant and the Association in writing within seven (7) duty days after receiving the grievance and such action will terminate Level I.



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## STAFF MEETINGS

*By Tracy Lee Taylor*

Long ago in OMSD, there were simply two staff meetings/month on Wednesday afternoons, after contract time. We had 1 hour/week Multi-Arts for prep time, or we worked after contract time.

Then, also long ago, a change came to OMSD where Tuesdays were assigned to be shorter student days. Depending on whom you talk to this time after dismissal on Tuesdays was either allotted every week to teachers for planning/preparation time, or this time was used as a combination of prep time and meeting time.

Eventually it became contract language that meetings would follow the 2 Tuesdays (up to release time)/2 Wednesdays (up to 1½ hours) schedule.

Three years ago the district believed there needed to be more 2 hour blocks for PD. If we did away with the Wednesday afternoons and added one more Tuesday, that would meet the district's needs. Many teachers were happy to avoid late meetings on Wednesday, and so OMTA entered into an MOU for three 2-hour meetings each month.

After three years of this, we believe there was no real need to meet this much. Many teachers feel the need to get some time back to prepare for class.

During negotiations many alternatives to the three 2-hour meeting MOU were discussed. No consensus was reached in negotiations so we would simply have to revert back to contract language. We would continue to hold 2 Tuesday meetings (not to extend beyond contract), and two Wednesday staff meetings (with a change that they would last only up to one hour in length) which for most schools would come to about 4½ hours of meeting time.

The District also agreed that sites could write MOUs for meeting schedules that meet the needs of the site, with agreement of site admin and staff, and approval of HR and OMTA. OMTA urges sites to make sure the meeting time arranged in MOUs does not exceed 4½ hours. Teachers benefit from time with colleagues and some PD, however we also need time to plan and prep on our own, in our rooms.



# KNOW YOUR CONTRACT

## ARTICLE VIII – HOURS OF WORK

### B. Minimum Pupil Days:

During parent conference weeks, the instructional days shall not exceed 255 minutes in length.

For Back-to-School Night, Open House, and one (1) school site Community event, school sites shall schedule instructional days that do not exceed 255 minutes in length. The minimum days shall be scheduled on the days of the events or on other instructional days mutually agreed upon by site administration and site staff.

### D. Site Level and Staff Development Meetings:

Prior to the start of the academic school year, as well as throughout the year, the site administrator shall consult with the staff regarding the content of professional development.

Prior to the start of the academic year, the District and the Association will determine the weekdays reserved for site level and/or district meetings and publish a site meetings calendar. Under special circumstances, the calendar for meetings can be deviated from with the approval of the District and the Association.

When such meetings occur on an early-release Tuesday, the meeting shall not extend beyond the contract day. When such meetings occur on regular instruction days — in accordance with the site meetings calendar — the meeting shall not exceed an hour and one half in duration. Meetings (e.g. staff meetings, committee meetings, SST meetings) extending beyond the normal minimum school-based assignment hours shall not require more than five (5) hours of unit member attendance in any calendar month.

**Exceptions to the above may be made in the event of an extraordinary circumstance.**

*President's Note: This is another article that needs to be carefully observed. For Section B, site administration needs to consult with staff regarding when they want the compensated minimum day for attending a late day designated for a school function if that minimum day is not the same day of a late day event.*

*Section D, site administrators are to consult with staff regarding the content of professional development, both prior to the school year and throughout. Calendars can be changed, as long as the Association approves it. Bargaining unit members at a school site are considered the "Association" and can as a group either approve or disapprove a calendar change. 🍏*

## ARTICLE IX – MATERIALS

### A. Allotment for Materials:

Teachers will be provided basic class-appropriate consumables, such as paper, pencils, pens, crayons, markers, erasers, glue, tissues, etc. In addition, the District shall annually allot to each school an amount equal to \$15.00 per enrolled child for the purchase by teachers of discretionary instructional materials. Teachers new to a site will also be allotted classroom materials and supplies, such as stapler, scissors, rulers, etc. necessary for classroom set up. The method of apportioning such funds among the elementary teachers shall be on a per pupil basis. The method of apportioning such funds among the middle school teachers shall be by dividing the amount on an equitable basis.

*President's Note: This Article always seems to become a point of contention every year. Regardless there are materials that need to be given to every educator who works with students. Bear in mind that elementary school funding is different than middle school funding.*

*The basic class-appropriate materials listed above should not be subtracted from the teachers' discretionary instructional materials. Since this Article is written with little elaboration or specificity, it should be interpreted as written. Paper is all paper that is used for instruction: writing paper, graph paper, printer/copier paper, Kraft paper, construction paper, etc. The use of consumables varies from grade level to grade level. Teachers should know this and principals should acknowledge this. In elementary levels, crayons and markers can be given individually and as class sets. Middle school classes should be satisfied with a class set, but there are always extenuating circumstances, depending on the class (Art versus Social Studies for example). There is no perfect solution to this. However, knowing that 80% of our students are identified as socio-economically disadvantaged by the California Department of Education Dashboard, it makes sense that we get materials to our students, especially pencils and paper. 🍏*

*Message from President Continued from Page 1*

You should have received your 3.5% on schedule salary increase. I am very appreciative to our bargaining team, as well as the district, in securing this for our members. The increase we received was one of the higher increases in the area. The OMTA bargaining team was instrumental in conveying many of our needs. Please understand, we know that many needs are still unmet, and there are still many issues that impact our teachers and ultimately our students.

One major issue is the amount of terroristic threats initiated by students that is infiltrating not only our district, but also in neighboring districts, and across the state. Unfortunately, it doesn't seem to be abating. I can guarantee OMTA will return this issue to the bargaining table. I do believe the district is working hard to insure not only our students' safety, but also the safety of teachers. Whether you disagree or not with resource officers, improved fencing, the VIPER system, etc. there is no simple answer. We need to work together to insure everyone's safety. Attending a recent meeting, regarding an incident at a middle school and listening to teachers' concerns, I believe we need a better system in place to help our teachers and administration with verbally abusive and combative students. A Board Policy inhibiting such behavior is simply not enough, in my opinion.

I hope your first few weeks back were fruitful, and I thank you for what you do...

John Egan, OMTA President 

## WHAT WONDERFUL THINGS ARE YOU DOING IN CLASS?

I would like to initiate something new this year. I would like to visit classrooms, so I can see all the wonderful things that are being taught and accomplished by all your students. If you are comfortable with a visitor and there is something you are excited about that your class is doing, being academic or elective, I would enjoy seeing it! My goal is not to stay long and/or disrupt your teaching; it's simply to pass along the good word to others. If you're interested in having me as a visitor, drop me a line; give me a call with at least three dates & times. And most important, notify your administrator that I'm coming.



Thanks, John Egan

president@myomta.org 909-986-2414

P. S. I'll bring a little something for your students

### OMTA OFFICERS AND OPERATIONS

**President:** John Egan

president@myomta.org

**1st Vice President:** Tracy Taylor

**2nd Vice President:** Monica Lite

**Secretary:** Tisha Curry

**Treasurer:** Daniel Salcido

**CTA State Council Representatives**

John Egan, MaryKay Scheid, Tracy Taylor

**Service Center One Representatives**

Trudy Cowan, Isabel Santos, Judy Westbrook,

Vickie Harri, Tisha Curry

**Bargaining Chair:** Tracy Taylor

**Elections Chair:** VACANT

**Office Manager:** Cindy Newey

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### OMTA REPRESENTATIVES

**Arroyo:** Brenda Zola

**Berlyn:** Crystal Cook, Erik Kobulnick

**Bon View:** Abel De Casas, Debbie Roose Baker

**Buena Vista:** Michael Hatter

**Central:** Marina Garcia

**Corona:** Julie Rafeedie

**DeAnza:** Inaki Bizkarra

**Del Norte:** Natalie Cantos

**Edison:** Diana Eberle

**El Camino:** Susie Imrich/Sandi Missick

**Elderberry:** Kevin Dixon, Dennis Kelly

**Euclid:** Kelly Duffy, VACANT

**Hawthorne:** Monique Gray, Joyce Johnson

**Haynes:** Robert Mariani, Cecil Malacarne

**Howard:** Kelly Pawley

**Kingsley:** Michelle Montes, Robert Paulak

**Lehigh:** Robin Carr, Jennifer Barringer

**Lincoln:** Holly Baca, Alice Mungia

**Mariposa:** Sendai Parker,

Dionne Treadway Contreras

**Mission:** Debby Hilak

**Monte Vista:** Jose China

**Montera:** Ana Zoque, Dawn Falkenberg

**Moreno:** John Ross

**Oaks:** Lisa Eckersley, VACANT

**Ramona:** Kelly Albers, VACANT

**Serrano:** Ana Moreno, Curt Albers

**Sultana:** Breanna Jones, Terri Tucker

**Vernon:** Regina Kranzer, Rosa Whitton

**Vina Danks:** Noe Ortiz, Glenn Wong

**Vineyard:** Nila Delise, Brett Waters

**Vista Grande:** Annmarie DeHerrera

**Wiltsey:** Kim Hunter, Brad Joplin

**Counselors/Orcs:** Deana Shoultz

**Early Ed/Pre-School:** Alison Guadalupe

**HFB/Hardy Center:** Jeff Quick

**Health/Nurse:** Dana Smith

**Music:** Daniel Salcido

**PE/APE:** Daryl Durston

**Special Ed:** Aurora Mejico

**Speech:** Ulla Tang Larsen