



ADVOCATE

Ontario-Montclair Teachers Association

September 2019

IMPORTANT DATES OCTOBER

3rd OMSD BOARD OF TRUSTEES MEETING

7th OMTA EXECUTIVE BOARD MEETING

14th NON-SCHOOL DAY

17th OMSD BOARD OF TRUSTEES MEETING

21st OMSD REP COUNCIL MEETING

FROM THE PRESIDENT'S DESK

With a full month under our belts now, I hope most of you, if not all, have eased back into the rhythms of the teaching cycle. This is the time of year that many of us refer to as "the grind". That period between the day after Labor Day up to the day we welcome November's Thanksgiving Break and the much-needed respite from the rigors of our profession, as well as (hopefully) a break from the heat native to this area.

This Advocate brings to you Articles II and IV which both hinge on District Rights but offer "interesting" and compelling language regarding the Association and our unit members, most notably the right of consultation. For who knows better the wants and needs of our students, than teachers? One of the most fascinating observations made by many of our teachers that is impacting our schools, is the lack of staff meetings. Yes, I understand that we have Professional Development, but that is more akin to a rote presentation where a PowerPoint is read to teachers by a site administrator or TOA. The irony is we wouldn't do this to our own students, but administration subject teachers to this practice. The concern for me is the little dialogue I believe going on between teachers anymore, save for lunch, as well as with administrators. Add to this the fact that many schools decided to go back to letting the District have Tuesdays (via MOU) for Staff Development. The idea that Professional Development has become a one-way discourse and that discussion and feedback are held in-check is not exactly the idea of collegiality, or is in the best interests of our students or teachers. There is a lot to talk about.

In my experience, it used to be in this district that staff meetings were filled with lively discussions and laughter, best practices and student success stories were shared, engagement strategies were proffered and introduced as opposed to the mandates and missives teachers are receiving now. Something has happened in this district. Education seems to be taken way too seriously currently. This is not to say that education of our students is not serious, it is, but when you hear about the amount of stress and anxiety that teachers convey to me, as well as student behaviors escalating, one must wonder who is more stressed. There needs to be dialogue, which is why Article IV Section 2, #6 is important (which see).



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KNOW YOUR CONTRACT

These two articles are lengthy, but the bold and underlined text are noteworthy. I know contractual language is not necessarily engaging text, but it is concise and informative language when you actually consider what it says in regard to our professional rights as educators. Particularly take note of Article IV, Section B, #6. .

ARTICLE II - EFFECT OF AGREEMENT

A. Agreement

The Articles and provisions contained herein 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 Teachers Association/CTA/NEA (“Association”), an employee organization.

B. Effect Upon Board Rules

The District may determine and revise any of its rules, policies, regulations, or procedures; however, in the event of a conflict between the terms of this Agreement and any such rules, policies, regulations or procedures, the terms of this Agreement shall prevail.

The District acknowledges the right of the Association to bargain on contemplated changes by the District in negotiable terms and conditions of employment, as outlined in Government Code Section 3543.2, arising during the term of this agreement, even if they are not specified or referred to in this agreement, to the extent provided by law, subject to available defenses asserted by the District. Section A above is not intended as a waiver of this right.

C. Separability and Savings

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected hereby.

It is further agreed that within ten (10) days of receipt of notification of the rendered decision, negotiations shall commence regarding matters related to such provision. 🍏

**"Teachers need to be part
of the solution...**

...not just a part."

ARTICLE IV - DISTRICT RIGHTS

A. 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:

- (1) Expanding the rights of the District beyond statutory and constitutional limits;
- (2) Waiving the rights of the Association or unit members under the Education Code or other statutes or constitutions; or
- (3) Waiving or otherwise diminishing the rights of the Association or of unit members as set forth in this Agreement.

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

- (1) Determine the legal, operational, geographical, and organizational structure of the District;
- (2) Determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds;
- (3) Determine all budget matters and procedures including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement;
- (4) Determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service, and activity functions assigned to each of such properties;
- (5) Determine the duties and types of services to be rendered; the job content and qualifications of employees; the methods, frequency, and standards of services; performance

standards; and the personnel, supplies, materials and equipment to be used;

(6) **Determine, subject to consultation rights of the Association under Government Code 3543.2, the educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities;**

(7) Select, classify, direct, utilize, promote, demote, lay off, terminate (subject to Education Code provisions) and retire any personnel of the District;

(8) Assign employees to any location, and also to any facilities, classrooms, activities, academic subject matter, specialties, departments and grade levels;

(9) Determine staffing patterns including but not limited to the number of employees;

(10) Determine the job classifications and the content and qualifications thereof;

(11) Determine the affirmative action and equal employment policies and programs;

(12) Determine the dates, times and hours of operation of any District facility function, service or activity;

(13) Determine the rules, regulations and policies for all employees, students, and the public;

(14) Determine safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters;

(15) Determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel.

C. The above mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the 30th of September. 🍏

SAFETY SURVEY



As I alluded to in the lead article of this Advocate, I did send out a survey for OMTA Representatives to give to Bargaining Unit Members during their allotted time at their staff meetings. As a reminder, site administration should not be present during these meetings. If so, ask them politely to leave.

The survey was a very general question, that could be interpreted in a variety of ways: *“Do you feel safe at your school site?”* Safety is interpreted in different ways respective to the respondents' knowledge and personal history from either at work and/or past experiences. It could mean physical and /or emotional safety regarding students, colleagues, supervisors, even the building/environment one works in. It could also be respective of locale within a community, and its history. Regardless, this is not to point fingers at anybody or entity, but just a general measurement and reflective of who gave the survey and the numbers of teachers that responded.

22 out of 32 Schools
took the survey

3 of 6 Ancillary Units
(for want of a better term)
also participated.

614 Bargaining Unit Members
(out of 1,110 +) responded

43 Chose to Abstain from participating.

435 Felt Safe
at their school site.

136 Did Not

I am glad that a majority of our teachers (that responded) feel safe where they work, as it is important to feel safe in order to do one's job well. We will conduct another survey in October. Thanks to all those who participated. 🍏

Message from President Continued from Page 1

As I did last year, I have asked that are teachers invite me to their classrooms to experience your classroom environment. I would be more than happy to read a story, give an impromptu art lesson (I do have a Masters in Fine Art and am quick with a dry erase marker), be part of a career day, etc. By no means is my visit evaluative, or would I cast judgment on a single day in anyone's classroom. I was in the classroom for almost thirty years, and I know not every day goes as planned. So, please consider inviting me, and I have also stocked up on a few things for your students should you invite me.

We also have in the Advocate the results of a survey given to all reps to conduct during their allotted time at staff meetings. There were a few comments that were also submitted regarding this survey pertaining to the question itself. I fully understand the problems of submitting a simple question such as this to all our members. This, first and foremost, was a basic exercise to get our reps up in front of our members and ask a question about whether members feel safe or not at their school sites. But also, knowing that there have been several occurrences of student as well as teacher safety being threatened early into this school year, I thought the question appropriate. Whether it is safety pertaining to students, parents, administration, colleagues, or even the physical environment at school or its surrounding community, I believe it is a valid question. There were some fears about anonymity, and I let reps do paper ballots if their members wanted to do that. Teachers could abstain as well.

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
officemanager@myomta.org
Advocate Design: Dorreen Petersen Davis
OMTA Office
417 West "E" Street • Ontario, CA 91762
Tel: (909) 986-2414 • Fax: (909) 983-0585

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: Wendy Beltran
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