

OUSD'S REVISED PACKAGE PROPOSAL TO OEA

February 19, 2019

Proposal# _____

PREAMBLE

The following is an amendment to the District's last and final offer provided to OEA on 11.28.2018. This constitutes a packaged proposal intended to incorporate recommendations from the fact finding report dated February 15, 2019 as well as previous ideas shared in discussions between the District and OEA. The District proposes to meet to discuss, in detail the proposal below.

We are available to meet on the following days:

- February 19, 2019
- February 20, 2019
- February 21, 2019
- February 22, 2019

(additional dates can be provided)

Art 24 - Compensation:

A. Commitment to Increase Total Spend (Possibly New Article)

The parties are jointly committed to increasing the total spend on certificated staff to a percentage comparable to surrounding school districts--thirty-nine percent (39%) of all funds. As such the parties agree to the following:

- Effective July 1, 2021, the District agrees to increase and maintain district-wide spending on certificated staff to at or above thirty-eight (38%).

B. Compensation Package 8.5% (7% on-going/1.5% bonus)

17/18 - Off schedule bonus equal to 1.5% base annual salary.

18/19 - 3.0% Effective January 1, 2019

19/20 - 2.0% Effective January 1, 2020

20/21 - 1.0% Effective January 1, 2021

1.0% Effective June 30, 2021 (11:59 PM)

Extra Duty Rate: \$37.69 (increased annually by percentage increases above)

Art 1 -

Proposed Duration:

- 2017-18 closed agreement (see compensation section for bonus in lieu)
- Contract duration July 1, 2018 to June 30, 2021.

Art 6 - Association Rights

Effective July 1, 2020: Amend 6.1.7 to reference 10.2.6 and insert “shall endeavor” instead of “make every effort.”

Art 10- Hours of Work & Calendar

- Include calendar agreement for 2019-20 ([see attachment](#))
- District maintains prior proposal on Article 10.

Art 13 - Evaluation:

Fiscal Year 19/20

Evaluation Cycle: Status quo

Evaluation Framework: Amend as follows

- 13.1.2.2. Replace reference to CSTP with OETF.
- 13.3.4. Replace reference to CSTP with OETF.
- Note: All reference to CSTP in Appendix shall be replaced with OETF.
- Fiscal Year 19/20: BTSA - Ensure BTSA is also aligned to OETF. (Accreditation.)

Art 15 - Class Size:

A. Elementary:

1. 19/20 - Reduce Class Size Maximum by 1 pupil at schools at or above 90% unduplicated count.
2. 20/21 - Reduce class size by 1 pupil for remainder of schools (All schools) except those with 80% or Higher Demand rate.
3. 21/22- Reduce Class Size Maximum by 1 pupil (total of 2) at schools at or above 95% unduplicated count.
4. Overage rate is \$9/day per pupil attendance for overage.

B. Secondary:

1. 19/20 - Reduce Class-Size Maximum by 1 pupil at schools at or above 90% unduplicated count.

2. 20/21 - Reduce class size by 1 pupil for remainder of schools (All schools) except those with 80% or Higher Demand rate.
3. 21/22- Reduce Class Size Maximum by 1 pupil (total of 2) at schools at or above 95% unduplicated count.
4. Overage rate is \$2 per pupil per period.

C. SDC SPED Class Sizes:

1. *SDC caseloads* shall remain status quo.
2. Effective with the 21-22 school year, the parties shall agree to standard overage pay for SDC class size overages based on analysis of caseloads (and settlement agreements reached) in the 2019-20 and 2020-21 school year.

Article 15 Contingency Language:

The above class size reduction effective in the 2020- 21 (sections A(2) and B(2) above and status quo provision for SDC caseloads (Section C(1) above) shall be contingent on the following:

1. Additional funds provided to the District based on the Governor's proposed changes to school employee pension cost (STRS/PERS).
2. Change to Article 10.5.2 effective July 1, 2020
~~The first 30 minutes of~~ Each workday, **elementary teachers shall receive a thirty (30) minute** preparation period.
3. Change to Article 10.2.1 effective July 1, 2020
~~The working hours shall not commence before 8:00 a.m. nor conclude later than 3:45 p.m.~~

No later than June 30, 2019, the parties shall form a joint District/Association study committee to make recommendations for implementation of standardized bell schedules.

Art 17 - Safety

Acceptance of OEA's proposed preamble language with the following revision:

The parties support OUSD's Board Policy regarding Oakland's status as a Sanctuary City. The parties agree that when it comes to student discipline, restorative practices are preferable to punitive ones and that interactions with the criminal justice system is to be avoided whenever possible.

Open to incorporating the existing conceptual agreements (i.e. Restorative practices and Board policy on sanctuary city).

Art 21 - Specialized Caseloads

Effective July 1, 2019 the following reductions to specialized caseloads:

- Counselors 1:550
- Nurse - Signing Bonus/Retention Bonus of \$ 5,000. If stay more than 2 years (\$2500 end of es. Year- see proposed MOU).
- Psych. CCL
- SLPs - Incorporate Ed Code
- Resource Specialist - Incorporate Ed Code

Art 25 - PAR

25.5.3.2 (acceptance of OEA's proposed language)

The employer may make use of the following documents regarding referred unit members:

Final and ~~intermittent~~ peer review reports

Intermittent peer review reports prepared by consulting teachers subsequent to the acceptance of the final peer review report.

Substitute Rates:

\$180 (combined short term and long-term-60 days = long-term).

\$195 (extended term substitute/retirees)

Remainder of Contract CCL (Current Contract Language) All existing TA shall be incorporated.