

OEA-P49
OAKLAND EDUCATION ASSOCIATION
PROPOSAL TO
OAKLAND UNIFIED SCHOOL DISTRICT
May 14, 2018

Article 3 - DEFINITIONS

3.1 General

The following definitions shall be used for reference throughout this contract.

3.1.1 Superintendent is defined as the Superintendent or State-appointed Administrator of the District or his/her designee.

3.1.2 Employer is defined as the Oakland Unified School District (OUSD) sometimes referred to as Board or District.

3.1.3 Association shall mean the Oakland Education Association (OEA), an affiliate of both the California Teachers Association (CTA) and the National Education Association (NEA).

3.1.4 Principal/Site Leader is defined as the management employee who has the responsibility for one or more schools or offices.

Regional Executive Officer (REXO)/Network Executive Officer/Central Administrator is defined as the management employee who has responsibility for one or more site administrators, primarily at school sites.

Assistant/Associate Superintendent/Central Administrator is defined as the management employee who has responsibility for one or more site administrators, primarily at non-school sites.

The foregoing definitions are solely for the purpose of clarifying references in this Agreement to administrative positions and do not preclude or impede the District's exercise of discretion to e.g. alter, reorganize, re-title, etc. administrative positions. In such event, the District will notify OEA of the "successor" administrative positions which will thereafter be deemed to apply accordingly to this Agreement.

3.1.5 Unit Member is defined as any certificated employee who is included in this bargaining unit and therefore covered by the terms and provisions of the Agreement.

3.1.6 Seniority shall accrue from the date of the first day of paid probationary service.

3.1.7 Day is defined as an Employer-scheduled working day, except as otherwise specified herein.

3.1.8 Daily Rate is defined as a unit member's annual salary plus stipends, divided by the number of contract days of service in a work year.

3.1.9 Hourly Rates **is defined as the daily rate in column 4 step 6 divided by 6.** ~~are defined as those rates that are proportional to the daily rate~~ **This rate shall apply to additional work including but not limited to mentoring emergency credentialed teachers, extra duty, extended day, prep substitution and all other activities for additional compensation referenced throughout this agreement.**

~~divided by the number of hours in the workday.~~

3.1.10 Emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.

3.1.11 School Site is defined as the Employer location where a unit member is assigned to perform duty.

3.1.12 School closure or closed school is one where no school opens at the same site or where the academic program and CDE code for the academic program operated at the site is changed.

3.1.13 HR Director is the designee of the Superintendent responsible for individual

employee matters. Also may be termed Executive Officer or Assistant/Associate Superintendent of Human Resources.

3.1.14 Other definitions are included in the specific article to which they apply except where those terms and provisions indicate otherwise.

3.1.15 Wherever the terms “send,” “deliver,” “forward,” “provide,” “notice,” “notify,” “will make available” or words to similar effect are used in this Agreement regarding the exchange of or request for information, they are deemed to include electronic transmission, except for the following items, which shall also include “hard copy”:

- a. Notices of assignment, reassignment, transfer, or consolidation
- b. Contractual disciplinary notices
- c. Forms required in the evaluation process
- d. Responses to grievances
- e. PAR assistance plan

The parties agree to meet and confer from time to time over modifications to the foregoing list.

