

OEA P-49  
OAKLAND EDUCATION ASSOCIATION  
PROPOSAL TO  
OAKLAND UNIFIED SCHOOL DISTRICT  
May 14, 2018

Article 10 - HOURS OF WORK

10.1 **Work Year**

~~Beginning July 1, 2005 through June 30, 2006, the work year for teachers and nurses shall consist of 180 instructional days and three (3) staff development “buy back” days for a total of 183 duty days. Beginning July 1, 2006 and thereafter, t~~ The work year for teachers and nurses shall consist of 180 instructional days **and 6 non student days**, three (3) staff development “buy back” days, two (2) planning days (one at the beginning and one at the end of the school year), and one (1) District day for a total of 186 duty days **in the work year**.

**Non-student days are allocated as follows:**

**Three (3) staff development days.**

**Two and one half (2.5) planning days: One and one half (1.5) at the beginning and one (1) at the end of the work year.**

**One half (.5) day for staff collaboration at the beginning of the work year. See Article 10.9 for process.**

10.1.1 The minimum number of annual instructional minutes for each grade level shall be as follows:

**Grade Level**

Kindergarten	36,000
1-3	50,400
4-8	54,000
9-12	64,800

10.1.2 Subject to the approval of and the guidelines established by the Superintendent, or his/her designee, school site administrators shall work with school site faculty to develop a schedule for additional minimum days, which will assure ~~SB-813~~ instructional minute requirements. ~~Lost minutes due to the scheduling of minimum days will be made up in order to meet SB-813 requirements.~~

~~10.1.2 Staff Development "Buy Back Days". Beginning with the 2005-2006 fiscal year, the Association and Employer agree to implement a state funded staff development buy-back program for the duration of this contract as follows:~~

~~10.1.2.1 Contingent upon funding to the Employer under AB 825 (Education Code section 41500 and associated guidelines) or comparable legislation, the Employer shall provide three (3) staff development days for all unit members and shall increase the work year as defined in Section 10.1 for all unit members.~~

~~Such days or the equivalent number of hours shall be non-student days and dedicated to professional development activities.~~

~~10.1.2.2 Leave during one or more of the three (3) staff development buy-back days shall be limited to unit member illness, leave necessitated by the illness of a unit member's minor children, approved personal leave, or jury duty which cannot be postponed. Use of such leave shall require documentation pursuant to Article 11 - Leaves. Any unit member that takes leave not authorized herein shall be subject to payroll deduction for such unauthorized leave.~~

10.1.3 In Adult Education, the number of instructional days will be determined by the need of the program and the number of hours contracted between the period of July 1 through June 30 of a given year. The work year of Adult Education unit members shall be the equivalent to a maximum of 183 instructional days and three (3) staff development days, with the understanding that a full-time contract is a maximum of 1,098 instruction hours and 18 staff development hours for a total of 1116 duty hours. Adult Education unit members shall be given written notice of class, subject, site assignment and a schedule of the teaching days, hours to be worked each day, non-teaching days and planning and prep days by June 8th for the subsequent Adult Education Program year.

10.1.3.1 The Site Administrator shall schedule both the teaching and non-teaching days of the certificated staff at his/her site prior to the start of the program year.

10.1.3.2 At the request of the Employer, full-time contract Adult Education Teachers and TSAs have the option to work beyond their contract at the Adult Extended Contract Rate. Such requests by the Employer shall be made on an equitable basis.

10.1.3.3 Unit members shall be permitted to request specific non-teaching days. Said written request must be submitted to the Site Administrator no later than April 1 of the year prior to the program year.

10.1.3.4 The Site Administrator shall consider unit member requests for specific non-teaching days to the extent possible in light of the overall program needs at his/her site.

10.1.3.5 Changes in the final schedule of non-teaching days shall be based upon program needs.

10.1.3.6 When two or more unit members request the same non-teaching days, seniority plus program needs shall be taken into consideration by the Site Administrator in making his/her decision.

10.1.4 Counselors shall work five (5) days prior to the teacher work year and five (5) days after the teacher work year (total of 196 workdays).

10.1.5 In Adult Education, counselors shall be assigned according to the number of hours for which they are contracted during a given year, July 1 through June 30.

10.1.6 Psychologists shall have a work year ten days longer than the teacher work year.

10.1.7 If no calendar agreement for the subsequent school years is reached by March 1, the Association and Employer shall engage in expedited arbitration, and further agree to waive their respective rights to transcripts and post hearing briefing.

## 10.2 Workday

10.2.1 Working hours **The duty day** for members assigned to elementary schools shall be a continuous block of six hours and 45 minutes **(seven hours and 15 minutes on the weekly minimum day)**, including **a minimum of a** 30-minute duty-free lunch.

For secondary schools, a continuous block of seven hours **(seven hours and 30 minutes on the weekly minimum day)**, including **a minimum of a** 30-minute duty-free

lunch. The working hours shall not commence before 8:00 a.m. nor conclude later than 3:45 p.m., **except on the weekly minimum day when the working hours may be extended to 4:15.**

10.2.2 At the secondary level there may be an "A" or "B" period. The "A" or "B" period shall be the same number of minutes as other periods on the site and occur before/**after** the beginning of the regular working hours.

Teachers may volunteer to work the "A" or "B" period. The "A" or "B" period shall be determined by program needs.

10.2.3 When the location of an employee's assignment changes (transfer or relocation) the site administrator shall provide the employee with ~~two (2) one~~ work days for moving **within the same site** during the normal work hours. Additional time may be granted by the current site administrator if the move **within the same site** has not been completed in one ~~two~~ days. Unit members who are not provided adequate time for moving during normal work hours, and who come in on their own time to move, shall be compensated at their hourly salary schedule rate, up to a maximum of one ~~one~~ **two** work days. **Employees moving to a different site shall be given two (2) workdays, one provided by their current administrator and one provided by their new site administrator. Additional time may be granted by the new site administrator if the move to a different site has not been completed in two (2) days.**

When the location of an employee's assignment changes due to consolidation or administrative transfer, upon the employee's request, the District **shall be responsible for providing moving boxes and will move the employee's materials to the new location will** shall provide reasonable assistance, i.e. moving boxes and transporting employee's materials to the new location.

10.2.4 Normal working hours for psychologists shall be eight hours, including lunch (8:30 a.m.-4:30 p.m.).

10.2.5 Normal working hours for Teachers-on-Special Assignment (TSAs) shall be a continuous block of seven hours including a thirty (30) minute duty-free lunch.

Teachers-on-Special Assignment (TSA), when assigned, shall participate in professional activities and perform professional duties beyond their normal working

hours, for a maximum of ten (10) hours per month. Beyond the ten (10) hour maximum, compensation shall be paid at the extra-duty hourly rate **as defined in Article 3.1.9-** ~~(See Appendix 2)~~**unit member's per diem rate.**

~~DELETE: 10.2.6 It is the policy of the Employer to establish reasonable and appropriate regulations governing compensation of teachers for non-classroom duties assigned by the Principal/Site Leader. The Principal/Site Leader, bearing in mind the special competencies of individual staff members, shall make every effort to give assignments during and beyond the duty day in an equitable manner. Each faculty member shall assume a fair share of the duty work load, which shall include the regular duty assignments performed during regular work hours, as well as supervisory or other responsibilities related to instructional and other extra-curricular activities for students which are assigned by the Principal/Site Leader.~~

10.2.7 New employees shall be given consideration, wherever possible, for fewer or less demanding assignments of extra responsibilities. Probationary teachers shall not be assigned to combination classes at the elementary level or more than 2 preps at the secondary level.

10.2.8 Unit members other than TSAs shall participate in professional activities and perform professional duties beyond their regular ~~work~~ duty day as assigned by the appropriate administrator to a maximum of ~~five~~ three (3) hours per calendar month for the work year. Beyond the ~~five~~ three (3) hour maximum, compensation shall be paid at the extra-duty hourly rate **as defined in Article 3.1.9. unit member's per diem rate.** Such assignments shall be equitably distributed.

~~Such unit members shall have the opportunity to volunteer for such assignments to the site administrator, who shall make the final decision. It is understood that employees shall attend two public meetings during the school year, such as open house, back to school night, etc., and in addition, secondary teachers shall attend promotion and graduation exercises.~~

In addition to the above, all unit members are expected to participate in the following beyond their duty day:

- 1 Scheduled Faculty Meeting per month (not to exceed one hour and 15 minutes in length)
- 3 public meetings/events a year:
  - All: Back to School Night, Open House.
  - Secondary: Promotion/Graduation exercises.
  - Other meetings may include, but are not limited to: Fundraisers, Science Night, Math Night, assemblies, performances, etc.
- 20 hours of parent-student-teacher contact per year. (10 hours per semester)  
Such contacts may include, but are not limited to: parent/teacher conferences, report card conferences, preparation of parent newsletters, phone contact, informal progress reports, etc.)

Faculty and circuit meetings are not covered in this provision (see Section 10.4).

~~The Employer shall set aside two hours of the five hours per month/(twenty (20) hours per work year) provided for in this provision for use throughout the school year as appropriate for parent-student-teacher contact.~~ The Employer, site administration and school site staff shall encourage parents to take advantage of State legislation which permits parents to take unpaid time off to participate in their children's school program, and urge parents to contact teachers and counselors to set up conferences regarding their children's progress in school.

10.2.9 Unit members other than TSAs may volunteer for assigned duties beyond the ~~five~~ **three (3)** hour limit, for which they shall be compensated at the unit member hourly rate as defined in Article 3.1.9. per diem rate. State and Federal mandated programs, by definition, and where requirements for staff involvement are beyond this Agreement, shall be controlling and they will be compensated beyond the ~~five~~ **three (3)** hour limit. Such assignments shall be equitably distributed.

10.2.10 Teachers shall be in their classes in advance of the first bell for a period of time necessary to begin their instructional program without delay. On days of inclement weather or emergency, teachers of first-period classes must be present in their classrooms for ten minutes prior to the bell, which calls students to the first class.

10.2.11 Whenever possible, substitutes shall be provided for all certificated staff assigned to school sites. Unit members should request substitutes for those certificated staff categories where substitutes are provided by the Employer.

10.2.11.1 Substitute assignments are to include but not limited to the reasons listed:

Employee illness or injury;  
Participation with certain District Committees;  
Court appearance; Jury duty;  
Death of member of immediate family;  
Emergency illness in immediate family;  
Religious holidays,;  
Approved educational meetings and conferences;  
Participation in the Association negotiating team;  
Other meeting for purposes of negotiation;  
Reasons approved by the Superintendent.

Teachers shall have the right to request specific substitutes; these requests shall be honored when feasible. Unit members shall provide necessary lesson plans for substitute employees. In the case of a last minute emergency, unit members shall have available emergency lesson plans for use by substitute employees. Emergency lesson plans shall be available in the unit member's classroom/work area or designated location in the school.

10.2.12 A guaranteed duty-free lunch period of no less than 30 continuous minutes shall be provided for all unit members. As long as there are sufficient numbers of unit members remaining on campus at any time to handle emergency situations, teachers shall be free to leave campus during their lunch periods. After receiving recommendations from the FC, the site administrator will establish procedures to ensure school site continuity.

10.3 Covering Classes for Other Unit Members. **Per diem rate Hourly rate**

10.3.1 Elementary Substitute Duty: When teachers agree or are assigned to provide substitute coverage to parts of classes when a regular substitute has not been provided by the District's Human Resources Services and Support, ~~the pay which would have been paid to a daily substitute~~ **shall be paid the hourly rate as defined in Article 3.1.9- per diem rate based on number of students assigned** ~~shall be paid~~

proportionately to the teachers involved. Students shall be distributed in the fewest groups possible and in the most appropriate grade levels possible.

**Example: If a substitute is not provided, and coverage is needed for 6 hours, and a class of 24 is divided equally between 4 teachers, then:**

<b><u>\$50 x 6 hours=</u></b>	<b><u>\$300</u></b>
<b><u>\$300 divided 24 students =</u></b>	<b><u>\$12.50 per student</u></b>
<b><u>\$12.50 x 6 students =</u></b>	<b><u>\$75 per teacher</u></b>

Whenever possible, volunteers will be solicited from among teachers. If there are an insufficient number of volunteers, the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

10.3.2 Secondary Substitute Duty. When Secondary school teachers are assigned for substitute teaching when a regular substitute has not been assigned, ~~the pay, which would have been paid to a daily substitute, shall be paid proportionately to the teacher.~~ **shall be paid the hourly rate as defined in Article 3.1.9. their per diem rate.**

Whenever possible, volunteers will be solicited from among teachers. If there are an insufficient number of volunteers, the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

#### 10.4 Faculty Meetings

Teachers shall have the responsibility to attend faculty and ~~circuit or department~~ **Professional Learning Communities/Collaboration** meetings, which are called by the Principal/Site Leader or ~~circuit or department chairperson~~ **appropriate convener**. The Principal/Site Leader may call a maximum of ten regular faculty meetings per year with one meeting of the ten held as part of the preschool orientation and planning program held at each school site before the opening of a new school year each fall. ~~Teachers who attend faculty, circuit or department meetings beyond their regular work day for more than three accumulated hours within a one month calendar period shall be compensated for the additional time at the extra duty hourly rate. Said c~~ **Compensation beyond the 3 hour per month limit** shall not apply to emergency faculty meetings.

10.4.1 Additional emergency faculty meetings may be called by the Principal/Site Leader as a result of unforeseeable or unanticipated circumstances, which require immediate action. **No disciplinary action shall result from inability to attend an emergency meeting.**

10.4.2 Teachers may place items concerning instructional issues on the agenda for FC meetings and may request that items be placed on the agenda of faculty meetings.

~~10.4.3 Circuit, and department chairpersons may call meetings, such meetings not to exceed ten (10) meetings per year. One meeting to take place as part of preschool orientation at the school site before the opening of school.~~

10.4.4 Faculty, ~~circuit, and department~~ Professional Learning Communities/Collaboration meetings normally begin within ten minutes after the dismissal of students, or as soon thereafter as the faculty can be assembled, and do not exceed one hour and fifteen minutes in length.

### 10.5 Preparation Periods for Elementary Teachers

10.5.1 For the duration of this contract, the Employer shall provide each elementary teacher with ~~three (3) 50-minute preparation periods per week during which time the elementary teacher shall not have classroom teaching responsibilities of which one (1) preparation period will be scheduled for common preparation and two (2) preparation periods will be staffed to provide intervention and enhancement opportunities as provided herein. Elementary unit members assigned to combination classes shall receive an additional staffed preparation period. two (2) 50-minute preparation periods per week during which time the elementary teacher shall not have classroom teaching responsibilities of which one (1) preparation period will be scheduled for common preparation and one (1) preparation period will be staffed to provide intervention and enhancement opportunities as provided herein. The District shall continue to implement interventions and enhancement under the Educational Enhancement/Intervention Program (EEIP) and ensure it's alignment with the Multi-Year Academic Acceleration Plan (MAAP).~~

~~10.5.1.1 The parties agree upon the District's provision of elementary preparations as actually implemented during the 2005-2006 fiscal year, which shall terminate effective June 30, 2006.~~

10.5.2 The first 30 minutes of each workday shall be a preparation period. Teachers will have rotating **weekly** morning yard duty during the last ten (10) minutes of each such preparation period. The teacher who has morning yard duty ~~is off duty ten (10) minutes before the end of that workday.~~ **shall be compensated at their per diem rate the hourly rate as defined in Article 3.1.9 of one hour per week for each week they are responsible for morning yard duty.**

10.5.3 All elementary teachers not receiving two preparation periods weekly from the ~~third~~ **second**-week of school shall receive compensation for each preparation period at the teacher's per diem rate.

10.5.3.1 At Elementary sites, the first two (2) Wednesday minimum days of the year, and the last Wednesday minimum day of the year shall be used exclusively for elementary unit member directed preparation and activities.

10.5.4 The OEA/OUSD Educational Enhancement/Intervention Program (EEIP)

10.5.4.1 The OEA and OUSD mutually recognize the critical importance of a working collaboration between teachers, administrators, school site staff and the community to ensure effective interventions and sound educational enrichment programming for elementary students that goes above and beyond the core program provided by the District. The parties also recognize that all District resources should be maximized, including categorical resources and Measure E G, to provide intervention and enrichment programs.

10.5.4.2 The objectives of the EEIP are to:

10.5.4.2.1 Provide educational enhancement opportunities for all elementary students in the District. These enrichment/intervention opportunities shall include but not be limited to art, physical education, music, technology and science.

10.5.4.2.2 Establish and maintain an authentic School Site Council (SSC) process at all schools that ensures teacher participation and representation in addressing and identifying the academic needs of students in accordance with the Board adopted School Governance Policy and Administrative Regulations.

10.5.4.2.3 Establish and maintain a comprehensive approach to implementing effective intervention and enhancement strategies particularly at elementary schools to meet the identified needs of District students and to provide a well-rounded educational experience for elementary students as a building block to future success at the secondary level in the District and beyond.

10.5.4.2.4 Ensure alignment of the EEIP with the school site plan and the site budgeting process at each elementary school.

10.5.4.2.5 Ensure effective alignment with elementary school day schedules

10.5.4.2.6 Create flexibility in program implementation to maximize student achievement and the use of District teachers through supplemental instruction in the Arts, Sciences and Technology.

### 10.5.4.3 Procedure

10.5.4.3.1 The EEIP shall be used to help provide preparation periods as outlined above.

10.5.4.3.2 The site Faculty Council shall make any recommendation regarding the EEIP program annually (by January 31 of each year) to the SSC.

10.5.4.3.3 Any EEIP recommendation shall be reviewed and evaluated as a part of the regular school site planning process.

10.5.4.3.4 The OUSD shall post and recruit teachers in order to be fully staffed by August 1 of each school year.

### 10.6 General Provisions

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted during those periods of time so scheduled. Teachers shall have the flexibility as to location at the site to perform such functions, provided that such performances do not interfere with their regularly assigned duties and that of others at the site. IEP conferences will be scheduled during the regular working day, whenever possible. Up to 2 hours of substitute coverage will be provided for general education and special education teachers for each such meeting during the duty day. **Should preparation or conference periods be used for SLC, IEP's, SST's or other school-related purposes, unit members shall be compensated at their per diem rate.** In the event that such meeting must be scheduled outside of the duty day in order to accommodate parents or guardians, unit members shall be compensated at their per diem rate.

10.6.1 Since double sessions and year-round schools affect the normal duty days, the Employer and Association agree to meet and consult at least one time prior to a Board decision to modify other school sites into either double sessions or year-round schools.

10.6.2 If it is determined by either party during consultation that additional year-round schools or double sessions may require negotiations in the areas of wages, hours or working conditions, the parties shall meet and negotiate over the issues prior to the implementation of double sessions or year-round schools.

10.6.3 The Employer will provide a daily conference period for all teachers and counselors assigned to secondary schools. The length of the conference period will be the length of the class period. **In no event shall the amount of conference time be less than 250 minutes weekly based on a five-day school week.**

10.6.3.1 Of the conference time in excess of 250 minutes per week, no more than 50% shall be used for required collaboration activities which include department meetings, pathway meetings, SLC's, IEPs, SSTs, Coordination of services meetings or PLC's.

10.6.4 The Employer shall reduce the paperwork required of teachers. The FC should address suggested means to achieve said reductions.

10.6.4.1 Additional hours required for district mandated testing and the paperwork associated, including any associated "bubbling in" or transfer of data to Scantron forms shall be carried out either during the school day or as part of the ~~five~~ three (3) hours of professional responsibilities in Article 10.2.8.

10.6.4.2 Required data entry for unit members employed in special education positions including but not limited to entry into SEIS, Medi-Cal billing, and "contact logs," shall also be treated as data transfer or "bubbling in" as in 10.6.4.1 above, and subject to additional compensation at the **unit member the hourly rate as defined in Article 3.1.9 's per diem rate as detailed in Article 10.2.8.**

10.6.5 Adequate travel time, per move, will be provided to all teachers who move from one work site to another. Such time shall be considered as duty time and shall be exclusive of lunch and preparation time.

#### 10.6.6 **Special Education Provisions.**

10.6.6.1 Each Special Education teacher shall be assigned to a classroom/adequate work area with appropriate privacy and furniture for students, ~~Paraprofessionals,~~ Classified, and Certificated Personnel.

10.6.6.2 This classroom shall include adequate ventilation and secure storage for instructional materials and records.

10.6.6.3 Whenever a Special Day Class (SDC) is placed on a District campus, which includes general education classes, preference shall be given to locating the SDC class in close proximity to age-appropriate general education classes.

This provision shall not be construed in such a way as to result in increased facility costs or to require that classes be placed in rooms which jeopardize the ability to implement and support the IEP's and programs for disabled students.

10.6.6.4 Special Education teachers shall be treated as part of the faculty and shall have the same rights and responsibilities of regular classroom teachers.

10.6.6.5 Special Education teachers shall have, on an equal basis with teachers at the site, access to all school site equipment and instructional material designated for general use by regular classroom teachers.

## 10.7 Teacher Commitment Program

### Placeholder for proposal on Home Visits

The “Teacher Commitment Program” shall include special efforts to reach parents/caregivers of students considered to be at risk of “falling through the cracks” in the school system.

10.7.1 “At risk” students are to be identified by:  
their attendance;  
academic performance and/or classroom conduct;  
academic or citizenship grade below “C”.

10.7.2 The Employer shall conduct this program to enable each faculty to:  
Identify “at risk” students by the end of the fourth week of each semester  
Contact the parents/caregivers of all such students by the end of the sixth week of each semester by letter or phone.

10.7.3 The Employer shall enable each teacher to fulfill the following expectations:

10.7.3.1 Each elementary teacher shall contact all parents/caregivers of each “at risk” student by letter or telephone and arrange a conference with the parent/caregiver and child.

~~10.7.3.2 Each secondary “homeroom” teacher shall contact parents/caregivers of “at risk” homeroom student by telephone or letter to:  
Alert the parent of problems in the “at risk” homeroom and other classes;  
Encourage the parents/caregivers to call the appropriate teachers to set up conferences; and, provide extension numbers and conference periods of the teacher(s) to facilitate contact.~~

~~10.7.3.3 If a secondary school does not have a “homeroom” in the regular day program, The school shall facilitate a system whereby parent(s)/caregivers are contacted.~~

10.7.4 The schools shall aggressively publicize Back-to-School Night at the beginning of the School Year in order to inform parents/caregivers in a more timely fashion of the curriculum, student expectations, school, and teacher contact information and report card periods.

### **10.8 Extended Day Kindergarten**

10.8.1 Under the auspices of the OEA/OUSD Joint Committee on Extended Day Kindergarten, OEA and the District representatives shall evaluate the Extended Day Kindergarten program annually no later than March 1 to determine the success of the program, as well as adherence to this collective bargaining agreement between OEA and OUSD. Kindergarten teachers shall be afforded the same terms and conditions as other classroom teachers.

10.8.2 A school site decision to establish an Extended Day Kindergarten shall be made through a collaborative process that includes teachers, the Faculty Council and the site administrator.

### **10.9 Extended Collaboration Time**

**10.9.1** A teacher's duty day on all student minimum days at each school shall be extended 30 minutes beyond the normal ~~work~~ **duty** day to support staff collaboration.

**10.9.2** Such minimum days shall be limited to no more than one day per week and shall not apply to the first two (2) minimum days referenced in Article 10.5.3.1.

**10.9.3** Collaboration activities shall be determined at the site level in collaboration with the Faculty Council and may consist of a variety of activities, including but not limited to, planning efforts to improve academic performance of students, supporting teachers with implementing academic course standards, articulation with Programs for Exceptional Children, department and grade level lesson planning, project planning and professional development.

**10.9.4** It is the express intent of the parties that this time be integrated as part of a larger block of teacher-driven collaboration time occurring on these minimum days but shall not be used to extend the work day on those days beyond thirty (30) minutes. ~~This section shall be implemented commencing with the 2016-2017 school year. The second semester of the 2015-2016 school year shall be used to plan for the implementation of~~

~~this section, however, no unit member shall be required to work any additional time during that semester.~~

**10.9.5** Provisions shall be made to include unit members who are not normally included in minimum day plans, including Counselors.

**10.10** The Site Administrator, in collaboration with the Faculty Council, will designate one minimum day per month for work which is devoted to:

- Grade level or department meeting/collaboration
- Extra duty assignments
- Committee meetings
- Preparation

**10.11 Dual Enrollment classes.**

**Placeholder for proposal on Dual Enrollment.**



