

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

Article 21 - SPECIAL SERVICES AND SPECIALIZED ASSIGNMENTS

21.1 General Provisions

The parties recognize the importance of providing adequate facilities for unit members providing special services at each work site. Toward that end the following will be implemented.

21.1.1 A complete survey of such facilities/supplies will be under-taken at each school site. FCs (Section 7.2) will be vital resources in accomplishing a complete survey. The survey will be completed no later than January 1, of each year.

21.1.2 The needed repairs/facilities will be listed by priority and presented to the Superintendent for recommendation for Board funding by February 1, of each year. OEA will be consulted prior to submission of the priority list to the Superintendent.

21.1.3 The listed items will be addressed to the extent permitted by funds available for this purpose according to listed priority.

~~21.1.4 In conjunction with the foregoing, Association and Employer will simultaneously and jointly work to publicize and bring to the voters of Oakland a bond initiative for the purpose of providing funding for comprehensive repair of existing school site buildings and grounds.~~

21.1.5 The evaluation of teachers providing special services shall be developed as part of Article 13 - Performance Evaluation.

21.1.6 Nurses, psychologists, counselors, teachers of the visually impaired, Language, Speech and Hearing Specialist (LSHS), Resource Specialists (RS), Inclusion Specialists and Music Instructors shall have a **secure**, permanent room at each site, for the provision of services to students. Confidentiality requires that these employees be provided at minimum with: a room that includes a locking door, a locking file cabinet, suitable furnishings, a computer with printer and a phone line. If scheduling permits, these spaces may be shared with other certificated unit members, wherever possible. In allocating space at sites, unit members shall be given priority over outside contractors, interns and other service providers.

21.1.7 For all unit members providing special services as covered in this article, substitutes shall be provided when there are unfilled vacancies or members of leaves of longer than ten (10) days.

21.1.8 Unit members shall be provided with all the materials (textbooks, specialized supplementary curricula, paper, etc.), technology and supplies needed to perform their essential job functions. This includes, but is not limited to: computers, scanners and adaptive equipment. If required materials are not provided, unit members shall present a request for the specific material in writing to the site leader or designee. Said request will be responded to within five (5) days and shall include a date certain by which the required materials shall be provided.

21.1.9 In applying and interpreting this article, providing direct services to students by certificated personnel shall be the guiding principle. Other duties (Medi-cal billing, hearing and vision screening, data entry) shall be subject to the provisions of Article 10.

21.1.10. Where a unique evaluation procedure/forms have been agreed to, they shall be utilized. Otherwise, the procedure/forms for certificated unit members in Article 13 shall be used.

21.2 Counselors

21.2.1 Beginning with the 2015-2016 school year, the following provisions shall apply to the allocation of counselors to every site serving sixth (6th) grade and above. "Counselors" as used in this article refers to unit members appropriately credentialed to provide social and academic interventions and counseling support for students. The site allocation for counselors shall be **as follows:**

Effective the 2018-2019 school year, a site ratio of 550:1

Effective the 2019-2020 school year, a site ratio of 500:1

~~based upon a District-wide site ratio of **250-1** 600:1.~~ This shall not be construed to prevent or discourage the use of District and/or local resources to improve this ratio.

Counselors with more than one (1) school assigned shall have a caseload maximum of fifty (50) fewer students per additional school assigned.

21.2.2 Student/Counselor Ratio

21.2.2.1 The student/counselor ratio shall be based upon the number of secondary students (Grades 6-12) enrolled as of the last Friday in ~~October~~ **September**.

21.2.2.2 No more than 64 additional students shall be assigned to the total counseling staff at a school before additional counseling periods shall be provided, except by mutual agreement between site administrator and the counselor(s).

21.2.2.3 The District may alter the ratio provided in section 21.2.1 above only as a result of actual implementation of a statutory reduction in force (layoff) prompted by budgetary needs, subject to the following:

21.2.2.3.1 The District will notify OEA in advance of any potential decision to reduce counseling services. The parties shall meet to discuss alternatives that might mitigate or eliminate the need for such reduction in services.

21.2.2.3.2 Alteration of the ratio set forth in section 21.2.1 above due to a reduction in force shall not result in a District-wide ratio greater than ~~700:1~~ **300:1**

21.2.3 In the senior high schools, data processing, testing and scholarship services shall be provided. In the middle schools, data processing and testing services shall be provided.

21.2.4 When possible, a credentialed substitute counselor will be provided for a counselor whose absence exceeds five consecutive school days; if such absence has been determined to run for said length in advance.

21.2.5 The Employer may utilize the services of retired counselors to assist regular counselors during periods of time when it is determined that there is a heavy demand for counselors' services (i.e. opening and closing of the school year).

All retired credentialed counselors that are so utilized shall be paid the current substitute rate.

21.2.6 The Employer agrees that all counselors, who possess valid credentials and are affected by the new provisions which require a ~~600:1~~ 250:1 ~~500:1~~ student-counselor ratio, will be offered positions in the classroom by the Employer.

~~21.2.7 For fiscal years 2005/2006 and 2006/2007, the Employer agrees to expend up to one million dollars (\$1,000,000) in each year in order to prevent layoffs of current counselors in furtherance of Measure E purposes including but not limited to maintaining elective courses for students needing to qualify for college admissions.~~

21.2.8 Every site serving sixth (6th) grade and above shall be ensured monthly counseling services.

21.2.9 Individual counselors shall not be required to provide services to more than three (3) school sites as part of their regular assignment.

21.2.10 Every effort shall be made to make counselor assignments in a manner intended to achieve reasonably balanced workloads.

21.3 Academic Coaches

The parties agree that coaching assignments are considered unique extra-duty responsibilities. Any coach whose assignment is to be changed or discontinued during the next school year shall be notified by the Principal/Site Leader in writing by ~~May 30~~ **April 30**. Such notification shall include verifiable reasons for the change or removal. Decisions to change or remove shall be made on an objective good faith basis after proper notice and warning

21.4 Bilingual Education

21.4.1 BCLAD Stipend

~~Beginning with the 2015-2016 school year, a~~ **A** BCLAD stipend of \$1500 shall be paid to all unit members who hold BCLAD certification. The stipend shall be added to the annual salary amount and paid out in ten equal increments. Unit members other than **classroom teachers** (i.e. nurses, psychologists, **resource specialists, and speech therapists**), shall be eligible for this stipend if they provide bilingual services to students and parents in the normal course of their assignment regardless of whether they possess a BCLAD,

21.4.2 The District shall provide bilingual secondary and elementary Resource Specialists, when possible.

21.4.3 District Bilingual Advisory Committee

The OEA shall appoint five (5) unit members to the District Bilingual Advisory Committee.

21.5 Home and Hospital Instruction

Home and Hospital Teachers shall have the choice of teaching additional hours above their contract for one year at the substitute rate. For the following year at the teacher's option, his/her contract shall be increased by the same number of hours (percentages) as he/she taught above his/her contract in the previous year.

21.5.1 Full-time home and hospital teachers shall receive one preparation/conference period per week. Such preparation time shall be pro rata for less than full-time home and hospital teachers.

21.5.2 The Employer shall provide adequate travel time between assignments as part of the regular workday.

21.5.3 A home and hospital assignment shall not require a teacher to work beyond his/her requested hours.

21.5.4 A home instruction assignment shall not exceed five student home visits on a daily basis.

21.6 Instrumental Music Program

There shall be a secure, designated place for storing musical instruments at each school site wherever possible.

21.6.1 Class size shall be maintained per current contract.

21.6.2 In middle schools, music teachers who develop a program subject to the approval of the Principal/Site Leader, or appropriate administrator shall be compensated at the extra-duty hourly rate up to a maximum of 15 hours per site when such duty exceeds the designated five (5) hours per month. Programs related to this duty must be in accordance with site needs and consistent with the basic academic program.

High school teachers will be paid as stipulated in Article 24 - Compensation.

21.7 Consumer and Homemaking Education

Mileage incurred by consumer education and homemaking teachers while shopping for supplies to meet program requirements shall be subject to the contract provisions of Article 24.

The mileage must be incurred within a reasonable radius of a teacher's school site.

21.8 Librarians

A maximum number of pupils assigned to a library period will be established at each school site by the school Principal/Site Leader with input from the librarian **and FC**. Except in emergencies, librarians shall not be assigned duties (e.g.: substituting) that are not in their general job description.

21.8.1 Libraries shall be transformed into research centers that provide current technology and resources for student research.

21.9 Nurses

The maximum caseload of a nurse shall not exceed 1:~~4350~~ **750**.

1:1250 effective the 2018-19 school year;

1:1150 effective the 2019-2020 school year.

Time spent by nurses complying with State mandated requirements beyond the regular work day shall be considered administratively assigned and shall be subject to the Extra Pay Provisions of Section 10.2 above.

Subject to the approval of the Principal/Site Leader, the nurse will develop, at the beginning of the school year, a work schedule inclusive of record-keeping time based on school/student

needs. During this scheduled record-keeping time, students will be seen only in cases of emergency.

The District and OEA shall establish monthly joint meetings of a Nurse's Faculty Council, to facilitate communication between representatives of the Nurses and District administrative personnel.

21.10 Psychologists

21.10.1 Recognizing the growing role of psychologists in interventions outside of Special Education Assessment, caseloads for Psychologists shall not exceed the OUSD standard of the National Association of School Psychologists with a ratio of 700 students to one psychologist.

21.10.2 Psychologist Interns. Student psychology interns may be hired by Psychological Services with a stipend not to exceed \$25,000. Psychologist interns shall be third year graduate students enrolled in an accredited school psychology program. Such interns will be members of the OEA bargaining unit and may not exceed four (4) at any given time. Interns will be under the direct supervision of a district school psychologist and may not be trained for more than 12 months. Supervising psychologists must be provided with a minimum of two hours of time per week for the supervision of their intern psychologists. Stipends will be paid from special education funds

21.10.3 Psychological services will be funded for hiring substitute School Psychologists to cover sites where there is a vacancy due to reasons such as, but not limited to, maternity/paternity leave, extended sick leave, or resignation prior to the end of the school year.

21.10.4 When psychologist positions become vacant, psychologists presently employed by Oakland Public Schools for less than full-time shall be given first consideration in filling these positions.

21.11 Speech and Language Pathologist Specialists (SLP)

~~Beginning with the 2015-2016 school year e~~Each SLP shall be provided two (2) release days **per month** to complete mandated paperwork. The dates shall be scheduled by mutual agreement between the SLP and immediate supervisor.

When justified by student need, SLP shall have the option to schedule all assigned students for two sessions per week.

Each SLP shall have a secure, designated place for storing their instructional materials at each school site, ~~whenever possible.~~

21.11.1. Caseloads for SLP's shall not exceed:

50 effective with the 2018-19 school year;

45 effective with the 2019-20 school year.

SLPs with more than 2 schools shall have a 10% decrease in the amount of students for each additional school.

21.11.42 SLP who travel shall be provided adequate time for travel between assignments.

21.11.23 ~~Beginning with the 2015-2016 school year, e~~Each full-time (1.0 FTE) SLP shall be reimbursed annually by the District for fees paid for obtaining and retaining the American Speech Language and Hearing Association (ASHA) Certificate of Clinical Competence. The reimbursement amount shall be prorated appropriately for less than full-time SLPs. Requests for reimbursements must be submitted to the District by January 31.

21.11.34 Utilization of SLP shall be consistent with state law.

21.11.45 SLP Joint Committee provisions of Section 16.1 may be utilized to address programmatic needs and concerns.

21.11.56 The Employer will review on a quarterly basis Speech and Language caseloads and make adjustments to ensure equitable workloads: taking into account age of and number of students, number of assigned schools, and identified needs on student IEP's.

21.11.7 Initial Assessments

21.11.7.1 Beginning with the 2018-2019 school year, in order to make SLP assignments in a manner intended to achieve a reasonable balance among SLPs, the number of initial assessments performed by each SLP should not exceed 16 annually.

21.11.7.2 When an individual SLP approaches 16 assigned initial assessments, the following steps will occur:

21.11.7.2.1 The District shall exhaust all available options to prevent the assignment of additional initial assessments that would cause the number in 21.11.7.1 to be exceeded.

21.11.7.2.2 The District shall monitor initial assessments of all SLP's on at least a monthly basis and shall inform and consult with Association representative(s) designated for this purpose regarding such individuals in order to achieve the number in 21.11.7.1.

21.12 Teachers of the Visually Impaired and Orientation and Mobility Specialists

Teachers of the Visually Impaired and Orientation and Mobility Specialists shall have a secure, designated space for storing their instructional materials at each site.

21.12.1 Teachers of the Visually Impaired and Orientation and Mobility Specialist who travel shall be provided adequate time for travel between assignments.

21.12.2 Extra-duty responsibilities for teachers of the Visually Impaired and Orientation and Mobility Specialists shall be the same as those provided in Section 10.2, Workday, and Section 10.4 Faculty Meetings.

21.13 Special Day Class Teachers (SDC)

Through the Individualized Education Plan (IEP) process the team may recommend SDC student placements to the coordinator. The coordinator or designee shall consider such recommendations in determining the placement of students.

21.13.1 Class Composition: ~~Non-severely handicapped (NSH)~~ SDC students shall be placed through the IEP process in classes with peers of comparable ages and/or grade levels ~~abilities and educational objectives~~ whenever possible.

21.13.2 SDC teachers shall have, on an equal basis with teachers at the site, access to school site equipment and instructional material designated for general use by ~~regular~~ general

classroom teachers ~~whenever possible~~. This shall include but not be limited to paper for reproduction of specialized materials, and leveled readers.

21.13.3 With the prior approval of the Principal/Site Leader, the SDC teacher may visit other SDC sites to conduct relevant business during non-instructional time.

21.13.4 Special Education teachers shall not be required to perform medical procedures for students or assume responsibility for the performance of such procedures except for the routine administering of medication. However, voluntary training for Special Education teachers shall be provided, at Employer expense, if specialized physical/health services are required.

21.13.5 Extra-duty responsibilities for SDC teachers shall be the same as those established for all other regular classroom teachers. In accordance with Article 21.1.9 above, SDC teachers shall not be removed from scheduled duties during the course of the duty day save for equitably assigned and compensated classroom coverage during one prep/conference period when a substitute is not available.

21.13.6 The SDC teacher may work with his/her supervisor to prioritize the classroom services of the ~~paraprofessional(s)~~ classified employees consistent with the job description for the ~~paraprofessional(s)~~ such employees.

21.13.7 SDC teachers shall be invited to participate in the interview process to fill ~~paraprofessional~~ classified employee vacancies in their programs. It is understood that this language does not apply if a permanent SDC teacher is not currently assigned to this position.

21.13.8 Each SDC teacher shall submit to the Site Leader recommended work schedule and work responsibilities for any paraprofessional assigned to their program.

Under the direction of and support from the Site Leader and/or appropriate program personnel, SDC teachers are responsible for providing program guidance, including orientation to paraprofessional(s) assigned to their program.

21.13.9 A minimum of one classified employee ~~paraprofessional position~~ shall be allocated to each established Mild/Moderate SDC. A minimum of two classified employees shall be allocated to each established Moderate or Moderate/Severe SDC. The preceding sentences shall not limit the Employer's ability to layoff or otherwise manage ~~paraprofessionals~~ classified employees.

SDC teachers may submit a written request if they do not wish any paraprofessional positions allocated to their class. The Employer may honor such requests if it does not jeopardize the ability to implement student IEPs.

21.13.10 If the teacher of a ~~NSH Mild-Moderate~~ SDC Class believes that the majority of his/her students are ~~severely handicapped~~ Moderate-Severe, he/she may request a meeting with the appropriate Special Education coordinator to review the appropriateness of the class designation as ~~NSH Mild-Moderate~~.

21.13.11 The Employer will review SDC student rosters on a quarterly basis and redirect new student placements to ensure equitable work loads: taking into account age and number of students, disabilities of students, identified needs on student IEP's, size of classrooms, parent preference and specific class program needs.

21.14 Resource Specialists (RS)

The RS shall have access to the copy machine(s) at each site, where available.

21.14.1 Extra-duty responsibilities for RS shall be the same as those provided in Section 10.2, Workday, and Section 10.4 Faculty Meetings. **In accordance with Article 21.1.9 above, RS teachers shall not be removed from scheduled duties during the course of the duty day save for equitably assigned and compensated classroom coverage during one prep/conference period when a substitute is not available**

21.14.2 Secondary and Elementary RS

21.14.2.1 RS who travel shall be provided adequate time for travel between assignments.

21.14.2.2 RS shall have a secure, designated place for storing their instructional materials at each school site, ~~wherever possible.~~

21.14.2.3 If mitigating circumstances prevent an RS from performing his/her responsibilities, the coordinator, Principal/Site Leader, and RS shall meet to reassess those responsibilities.

21.14.2.4 Elementary RS who travel shall not have to participate in the site yard duty schedule except in emergencies.

21.14.2.5 Any student who does not have a valid IEP shall not be served by the RS Program.

21.14.2.6 RS shall not be required to supervise Resource Specialist Program students during the student's unscheduled instructional time in the RS program.

21.14.2.7 RS who are assigned to two (2) schools shall attend one faculty meeting per month, on an alternating basis.

21.14.2.8 Utilization of RS shall be consistent with State law.

21.14.2.9 **Each RS shall be assigned at least one (1) classified employee to support their program.** RS will be invited to participate in the interview process to fill ~~IA~~ **classified employee** vacancies in their programs. It is understood that this language does not apply if a permanent RS is not currently assigned to this position. Each RS shall submit to the Site Administrator recommended work schedule and work responsibilities for any ~~IA~~ **classified employee** assigned to their program.

21.14.2.10 RS are responsible for providing programmatic guidance including orientation to ~~IA~~ **a classified employee** assigned to their program.

21.14.3 Caseload Limit

No individual RS shall be assigned more students than the state caseload maximum, **or:**

27 effective with the 2018-19 school year;

26 effective with the 2019-20 school year;

~~**24, contractual maximum.**~~

whichever is lower. Unit members with more than one (1) school assigned shall have a caseload maximum of four (4) fewer students.

21.14.4 Itinerant Site Assignments

The RS site schedule shall be arranged by the coordinator in collaboration with RS and affected site administrators to minimize instructional and program time loss due to travel time between sites.

21.14.5 Initial Assessments

21.14.5.1 Beginning with the 2015-2016 school year, in order to make RS assignments in a manner intended to achieve a reasonable balance among RS's, the number of initial assessments performed by each RS should not exceed 12 annually.

21.14.5.2 When an individual RS approaches 12 assigned initial assessments, the following steps will occur:

21.14.5.2.1 The District shall exhaust all available options to prevent the assignment of additional initial assessments that would cause the number in 21.14.5.1 to be exceeded.

21.14.5.2.2 The District shall monitor initial assessments of all RS's on at least a monthly basis and shall inform and consult with Association representative(s) designated for this purpose regarding such individuals in order to achieve the number in 21.14.5.1.

21.15 Full-Inclusion Education

21.15.1 Definition

The full-time enrollment as prescribed by IEP, of a SDC student in a general education classroom(s) which is not staffed by a full-time Special Education teacher, **for the majority of the school day, typically offering core instruction in general education rather than in a separate SDC. An SDC student who is considered Inclusion, includes neither RS students mainstreamed in general education academic classes, nor SDC students mainstreamed for one or two academic classes but continuing to be served in a separate SDC.**

21.15.2.1 The full inclusion student shall count as part of the regular **general** education teacher's class size roll.

21.15.2.2 The general education teacher shall receive a copy of the student's IEP.

21.15.2.3 Any full-inclusion student with an IEP shall be included in the ~~Special Education case carrier's~~ **Inclusion Specialist** caseload.

21.15.2.4 **Inclusion programs shall be minimally staffed at a ratio not to exceed 3 students to one adult. Students and their adult will not count toward the caseload ratio when provided with Temporary Adult Assistance Support in the form of a 1:1 support.**

The ~~Special Education case carrier~~ **Inclusion Specialist** in consultation with the general education teacher(s) shall submit to the Site Administrator and appropriate coordinator a recommended work schedule and work responsibilities for any ~~IAAHG~~ **classified employees** assigned to their programs.

21.15.2.5 The ~~Special Education case carrier~~ **Inclusion Specialist** in consultation with the general education teacher(s) is responsible for providing program guidance, including orientation to ~~IAAHG~~ **classified employees** assigned to their programs.

21.15.2.6 Inclusion Specialists shall be invited to participate in the interview process to fill classified employee vacancies in their programs. It is understood that this language does not apply if a permanent Inclusion Specialist is not currently assigned to this position.

21.15.2.~~67~~ It is the intention of the Employer to continue the practice of planning full inclusion placements in such a way that no more than two full inclusion students are normally placed in any one self contained general education classroom.

21.15.2.~~78~~ It is the intention of the Employer to assign full inclusion students to case carriers who have the necessary competencies to meet the needs identified in the IEP.

21.15.2.~~89~~ The Principal/Site Leader, upon receiving a copy of the IEP, shall assign an full inclusion student to a general education classroom. Among other factors the assignment shall

take into consideration physical space needs of the student, scheduling, curriculum designs, existing classroom composition, **the input of the Inclusion Specialist**, and the unique needs of the student.

21.15.2.910 The Special Education case carrier **Inclusion Specialist** shall make available to the Principal/Site Leader any additional pertinent information regarding the student, which may have a bearing on placement. Any general education teacher who wishes to volunteer to teach an ~~an~~ **inclusion student** may have such a request considered as one of the placement factors.

21.15.2.4011 This is for information only. A unit member may request an IEP review to be held pursuant to California Special Education Code Section 56343.

21.15.2.4412 Under the direction of the Site Administrator and consultation with the appropriate Special Education Coordinator, the Special Education case carrier and the general education teacher(s) will develop a plan for the support. Each general education teacher serving an ~~an~~ **inclusion student** will receive one (1) day per month of release time ~~via a rotating substitute~~ **with substitute provided**.

21.15.2.4213 Preference shall be given to the use of single grade classrooms as one (1) of the primary factors in selecting placements for ~~full~~ **inclusion students**.

21.15.2.14 The Employer will review Inclusion student caseloads on a quarterly basis and redirect new student placements to ensure equitable work loads: taking into account age and number of students, disabilities of students, identified needs on student IEP's, size of classrooms, parent preference and specific class program needs.

21.15.2.15 If mitigating circumstances prevent an Inclusion Specialist from performing his/her responsibilities, the coordinator, Principal/Site Leader, and Inclusion Specialist shall meet to reassess those responsibilities.

21.15.2.16 Any Inclusion Specialist who travels shall be provided adequate time for travel between assignments. Elementary Inclusion Specialists who travel shall not have to participate in the site yard duty schedule except in emergencies. Inclusion Specialists who are assigned to two (2) schools shall attend one faculty meeting per month, on an alternating basis.

21.15.2.17 Inclusion Specialists shall have, on an equal basis with teachers at the site, access to school site equipment and instructional material designated for general use by general classroom teachers. This shall include but not be limited to paper for reproduction of specialized materials, and leveled readers.

21.15.2.18 Extra-duty responsibilities for Inclusion Specialists shall be the same as those provided in Section 10.2, Workday, and Section 10.4 Faculty Meetings. Inclusion Specialists shall not be removed from scheduled duties during the course of the duty day save for equitably assigned and compensated classroom coverage during one prep/conference period when a substitute is not available

21.16 Physical Education (P.E.) Teachers

Every effort will be made to ensure that no more than 10 percent of all students enrolled in any physical education class are identified as emotionally or physically handicapped.

21.17 Journalism Teachers

Journalism unit members who are responsible for the yearbook and/or the school newspaper shall have ~~a daily~~ **an extra** period for production.

In performing these responsibilities, such unit members shall not be required to work beyond their regular duty day, except as provided in Section 10.2.

21.18 Substitute Teachers

Substitutes are an integral part of the school community and deserve to be treated as such. All sites shall make available keys for each substitute to classrooms, bathrooms and other facilities needed to properly perform their normal responsibilities.

The Employer shall send confirmation forms to substitute teachers by August 1 of each year in order to determine the composition of the substitute list for the ensuing school year. Substitute teachers who do not return their confirmations by September 15 will be removed from the list. Cost of annual credential renewal for substitutes shall be paid by the District.

21.18.1 Substitute teachers may defer from the active list for a period of up to one year.

21.18.2 The daily, Long-Term, and Extended Long-Term rates of all substitute teachers are found in Article 24 - Compensation.

21.18.3 Substitute teachers may purchase benefits from the Employer's Kaiser Health Plan at their own expense. Substitutes shall also be permitted to purchase benefits from other Employer health and welfare plans ~~if there is no cost to the Employer for processing or administering their participation.~~

21.18.4 A substitute teacher must work at least 45 days per year in order to purchase benefits, at their own expense, at the beginning of the month following their forty-fifth (45th) day of service. ~~Substitutes shall be eligible to purchase benefits after their first day of service in a school year immediately following a school year in which they worked at least 45 days.~~ Health benefits for day to day substitutes shall continue from year to year, and be prorated based on the percentage of days worked the previous year.

21.18.5 Substitute Assignments

21.18.5.1 The unit member shall request a substitute.

21.18.5.2 If the unit member is not able to call for a substitute, the Principal/Site Leader or his/her designee shall call for a substitute.

21.18.5.3 If a specific substitute is requested by the teacher or the Principal/Site Leader, the request shall be honored if the substitute is available.

21.18.5.4 If there is no request for a specific substitute, assignments will be made in the following order:

Elementary Secondary

a) Elementary credential a) Fully credentialed in subject area

b) Emergency credential b) Emergency credential

21.18.5.5 Given the time constraints and the process used for obtaining substitutes, every effort will be made to call the most senior substitutes in each category first. Seniority for substitute teachers shall be based upon the number of days worked as a substitute in the District.

21.18.5.6 All substitutes shall be expected to work for a full day unless there is a prior agreement between the Employer and the substitute to work a half-day. In no case shall salary be less than a half-day increment, except for Adult Education teachers who work by the hour.

21.18.5.7

If a job is cancelled, the sub assigned to the job shall receive a minimum half-day compensation or be provided with a different job.

21.18.5.7.1 Assignment Cancellation by Substitute

Substitutes who qualify (based on payroll stub balance) may cancel an assigned job due to illness, jury duty, and/or family emergency.

This cancellation must be communicated (if possible) to the Substitute Office by a designated email and/or phone number by 4 p.m. on the prior day to allow time for securing a replacement.

Specific sick leave forms must be made available online, at school sites, and at district offices for utilization by substitutes under Oakland City Measure FF with the appropriate instructions attached for completing the document.

21.18.5.8

Utilizing Sick Leave Before Accepting an Assignment

Substitutes who qualify (based on payroll stub balance) may utilize accrued sick leave for a day(s) without a scheduled assignment.

Specific sick leave forms must be made available online, at school sites, and at district offices for utilization by substitutes under Oakland City Measure FF with the appropriate instructions attached for completing the document.

21.18.6 Duties of a Daily Substitute

The duties of a daily substitute shall be the same as those of the regular classroom teacher.

21.18.6.1 A daily substitute shall have no duties outside of the regular duty day but shall be entitled to any regular break time, or conference time including a duty-free lunch that the regular teacher's schedule calls for. At the elementary level scheduled prep time shall be used for correction of student work when specific instructions and answer keys are left by the teacher.

21.18.6.2 A detailed list of the daily substitute's duties shall be included in the Employer's substitute packet that will be given to each substitute at the beginning of the school year.

21.18.6.3 Conference/Prep Extra Duty for Substitutes

In the event that a substitute voluntarily agrees to work during the classroom teacher's scheduled elementary staffed preparation time or secondary teacher's scheduled conference period, s/he will be paid the hourly amount designated for the regular teacher in Appendix 2 for this extra duty assignment.

21.18.7 Duties of a Long-Term Substitute

The duties of a long-term substitute shall be the same as the duties of the regular teacher as defined in Article 10 - Hours of Work of the contract except:

21.18.7.1 A long-term substitute shall not be required to submit written lesson plans for a period to exceed twice the number of days of the assignment or for a period longer than any regular

unit member is expected to plan, or for a period longer than an expected termination date for the assignment.

21.18.8 Substitute Evaluation

The Principal/Site Leader or his/her designees will observe/evaluate substitutes after 18 consecutive days on an assignment, using the Employer's long-term substitute observation/evaluation form. The evaluator and substitute will meet to discuss the report. Completed forms will be given to the substitute; sent to the Human Resources Services and Support; and, kept at the school site for three (3) years.

21.18.8.1 After eighteen full days at a site (not necessarily continuous days) the substitute may request the site administrator to write a letter of assessment/recommendation which shall become a permanent part of the substitute's personnel file.

21.18.9 General Provisions

At least one mailbox shall be provided at each site for substitute teachers.

21.18.9.1 Substitute teachers shall receive twice-monthly paychecks. Each substitute shall receive his/her check by mail to the last address of record.

21.18.9.2 At the beginning of each school year, each new substitute teacher shall receive a handbook outlining the general operating procedures of the schools and such other information as is necessary to assist substitute teachers in the discharge of their responsibilities. This information shall include accurate maps covering the geographical area served by the Employer.

21.18.9.3 In-service programs for substitute teachers shall be developed by the Employer with input from the Association. At the beginning of each semester, all new substitute teachers will be assigned to attend at least one in-service training session.

21.18.9.4 A substitute teacher shall be considered as long-term after the 14th day of continuous duty in the same daily assignment, and shall be paid for the 15th day at the long-term rate.

Such pay shall be retroactive to the first day of the assignment. The substitute shall commence long-term duties on the 15th day of service if qualified and continuing in the assignment.

21.18.9.4.1 ~~Beginning July 1, 2006, a~~ **A** substitute teacher will be compensated at the Long-Term Rate for any full days of service after the 30th day of service in a given school year and the Extended Long-Term Rate for any full days of service after the 60th day of service in a given school year. To be eligible for compensation under this subsection, a substitute teacher must have written verification of completion of the paid minimum half-day in-service program or other professional development as offered by the Employer pursuant to Section 21.18.9.3. This subsection applies only to substitute teaching assignments in K-12 and does not apply to unit members participating in the STIP program identified in Section 21.18.11.

21.18.9.4.2 ~~Beginning July 1, 2006, a~~ **A**ny substitute teacher who completed at least 30 and not more than 59 full days of service ~~in 2005-2006~~ shall be compensated at the long-term rate.

~~Beginning July 1, 2006, a~~ **A**ny substitute teacher who completed 60 or more full days of service ~~in 2005-2006~~ shall be compensated at the extended long-term rate. To be eligible for compensation under this subsection, a substitute teacher must have written verification of completion of the paid minimum half-day in-service program or other professional development

as offered by the Employer pursuant to 21.18.9.3. ~~This provision is only applicable for the 2006-2007 school year.~~

21.18.9.4.3 Effective July 1, 2018, substitutes shall retain the rate they earned the prior school year for all assignments.

21.18.9.4.4 Where pay stubs contain payment at multiple pay rates (day-to-day, long-term, extended), the stub shall clearly indicate the days of pay at each rate.

21.18.9.5 Recognizing the importance of a pool of qualified substitute teachers at the present, as well as in the future, the Employer agrees whenever possible to use this pool from which to hire new teachers.

21.18.10 Requests for a Substitute Not to Return to a Particular School-Site

21.18.10.1 The site administrator and the substitute each have the right to request that a substitute not return to a site for the duration of a school year. Any site administrator or substitute may make such a written request and submit it to the Substitute Office along with supporting rationale. The Substitute Office shall honor these requests. All records and written requests from this type of action shall be destroyed at the end of a three-year period.

21.18.10.2 Requests for a Substitute Not to Return to a Particular Adult Education School Site

21.18.10.2.1 An Adult Education site administrator and an Adult Education substitute each have the right to request that an Adult Education substitute not return to a site for the duration of a school year. Any Adult Education site administrator or Adult Education substitute may make such a written request and submit it to the Director of Adult Education along with supporting rationale. The Director of Adult Education shall honor these requests. All records and written requests from this type of action shall be destroyed at the end of a three year period.

21.18.11 Substitute Teacher Incentive Plan

A participant in the Substitute Teacher Incentive Plan (STIP) is defined as a substitute teacher who serves every day for the entire period of the STIP contract and is required to report daily to an assignment at any grade level or subject area.

21.18.11.1 Qualifications for Participation

Must have served for one or more years as a substitute with a record of "meets District standards" on evaluations from site administrators.

21.18.11.1.1 Must possess or be eligible for a California regular teaching credential authorizing service in Grades K-12 or an emergency 30- day teaching permit.

Failure to keep the credential current will invalidate the STIP contract. The Employer will process credential information submissions in a timely manner.

21.18.11.1.2 STIP Substitutes will be assigned and on duty the first instructional day of the school year.

21.18.11.2 The District will:

21.18.11.2.1 Recruit a minimum of forty-five (45) STIP Substitutes beginning April 1, for the subsequent school year. STIP applications will be available through the Human Resources Services and Support and the OEA.

21.18.11.2.2 Guarantee work for every instructional day for 180 days. This will include eight (8) days of in-service. STIP Substitutes hired after the opening of the school year will have their contract days adjusted accordingly.

21.18.11.2.3 Beginning with the 2015-2016 school year, provide single coverage for Kaiser Health Plan, dental, and vision benefits commensurate with probationary and permanent unit members. Coverage is for the twelve-month period September 1 through August 31, for each STIP participant.

21.18.11.2.4 Provide five (5) days of Sick Leave for each participant. Sick Leave shall be defined and used as provided in Article 11 - Leaves.

21.18.11.2.5 Determine the home base school for each STIP participant.

21.18.11.3 The STIP Substitute will:

21.18.11.3.1 Be prepared to work every instructional day as assigned on a day-to-day or long-term basis, and fulfill the duties as prescribed in Sections 21.18.5 to 21.18.10.

21.18.11.3.2 Sign a temporary contract designed specifically for this purpose.

21.18.11.3.3 Participate in district and/or school site in-services as assigned. The Employer and the Association will jointly design in-service opportunities to improve substitute services provided through this program.

21.19 Year-Round Schools

At present the District does not operate or anticipate operating during the term of this Agreement Year-Round schools. In the event the District determines to operate Year-Round schools in the future, it shall meet and confer with OEA prior making that decision and negotiate the effect of that decision.

21.20 Classroom Teacher Instructional Improvement Program

See Appendix 5. (Sec. 21.20)5

21.21 Adult Education Hourly

21.21.1 Beginning with the 2015-2016 school year, Adult Education Hourly members teaching ten (10) hours a week or more shall receive one (1) hour of paid preparation time per week in addition to their instructional hours. This hour shall count towards eligibility for health benefits.

21.22 Newcomer Education

21.22.1 Newcomer Hubs, small newcomer schools, are created to serve newcomer students for the first two years prior to enrolling them in general education.

21.22.2 Classrooms serving newcomer students shall be staffed by a fully credentialed teacher.

21.22.3 Newcomer students referred for special education assessment shall be served by a District Wide Specialized Newcomer assessment team established to assess students with minimal English skills.

21.22.4 Newcomer students shall be served by a Case Manager at a ratio no greater than 150:1

21.22.5 Unit members shall have access to appropriate curricular materials for English Language Learner students.

21.22.6 Schools and/or programs serving 25 or more newcomer students shall receive on a regular basis appropriate language translators to support families and teaching members.

21.22.7 Unit members serving newcomers shall have access to unlimited paper and photocopying as stated in article 21.1.8.

21.23 Newcomers- Elementary Schools

21.23.1 Newcomer students not enrolled in a hub shall be cohorted in grade level classes designated for “newcomer.”

21.23.2 Classes with Newcomer students shall not exceed 18 students: 1 certified teacher.

21.22.3.1 Unit Members serving newcomer students shall receive an extra weekly prep period.

21.22.3.2 School sites serving 25 or more students shall receive an additional TSA position for language development support.

21.23 NEWCOMERS- Middle and High School

21.23.1 Newcomer class shall not exceed 25 students: 1 certified teacher.

21.23.2 Unit Members serving newcomer students shall receive an additional conference period.

21.23.3 School Sites serving 150 or more students shall receive an additional non teaching TSA position to coordinate program and services.

