

TENTATIVE AGREEMENT
BETWEEN
OAKLAND EDUCATION ASSOCIATION
PROPOSAL TO
OAKLAND UNIFIED SCHOOL DISTRICT
JANUARY 12, 2017 *2018 term*



Article 23 - SUMMER SCHOOL EMPLOYMENT

23.1 General Provision

Summer School is established on the basis of need in the District and available funding. The following articles of the contract to the extent that they are not specially and explicitly in conflict with the Summer School Program shall govern terms and conditions of employment for Summer School employees: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (to the extent that such Articles apply to substitutes), 13, 14, 15, 17, 19, 21 and 24.

In addition to the provisions of the contract applying to Summer School cited above, herein, the following specific terms of employment shall apply:

23.2 Calendar

Summer schools ordinarily start on the Monday, which occurs ten calendar days following dismissal of the regular session.

Elementary summer sessions are ordinarily 29 school days in length; secondary are ordinarily 24. Modifications of this calendar may be made by the Employer at its discretion.

23.3 Staff Selection

Qualified unit members from within the District shall be considered for placement. Should qualified District unit members not be available, the Employer may accept candidates from outside the District.

23.3.1 Summer School positions in this unit shall be posted, usually not later than the end of April. Qualifications for the position shall be included in the listing.

23.3.2 Applicants are to use the "Certificated Summer School Application Form" in responding to posted openings.

23.3.3 Summer school unit members shall be selected based on the following criteria:

23.3.3.1 Qualifications (including for specific needs of specific assignment stated in the posting).

23.3.3.2 **Balance of site staff on the basis of** ~~experience as it relates to the District composition of certificated staff.~~ **a range of classroom teaching certificated service in the District that is roughly reflective of the overall District distribution of experience for classroom teachers-certificated service.**

23.3.3.3 Unit members shall not normally be selected for more than two consecutive years. If there are no applicants with proper qualifications for a position, unit members may serve for more than two consecutive years. This provision shall be stated on the listing.

23.3.3.4 Unit members applying for Summer School shall be given preference in inverse order from when they last taught summer school within the preceding three-year

period. All other factors being equal, seniority shall prevail.

23.3.3.5 Employment shall be contingent upon enrollment.

23.3.3.6 Unit members selected shall be notified in a reasonably timely manner and not later than the last duty day of the regular school year when possible. Unit members selected for the alternate/stand-by list for possible Summer School employment based on enrollment shall also be so notified.

23.4 Evaluation

The Summer School programs and all unit members shall be evaluated on the basis of established goals and objectives and/or the District's standards of achievement.

23.5 Salary

Payment for Summer School work shall be made on the basis of the annual salary for the year preceding, and on a pro rata basis.

23.6 Alternate Teachers

The Employer agrees to employ substitute teachers in the District Summer School Program as alternate teachers. A minimum of one substitute teacher per school site shall be selected. If more alternate teachers are required, substitute or permanent teachers will be utilized. Compensation for alternate teachers shall be the Employer's prorated daily rate.

23.7 Sick Leave

Unit member regularly assigned to the District Summer School program will be permitted to use accumulated sick leave on an hour-for-hour basis to cover two days of absence during summer school caused by illness or injury.

23.8 Site or Program-Specific Summer Programs

Site or Program-Specific Summer Programs are differentiated from traditional summer school referenced in Article 23.1 by serving specific students from a specific site or sites within a specific program (e.g. Extended School year for Programs for Exceptional Children).

Should the District offer Site or Program-Specific Summer Programs, unit members at the participating site(s) or program(s) shall be selected from qualified, interested unit members at ~~that~~ those participating site(s) or program(s). The Site Administrator at the site hosting the program shall select qualified unit member(s) and such member(s) from the participating sites or programs shall be given first priority because of their familiarity with the students and their needs. Where a program serves students from multiple sites, qualified, interested unit members at each of the participating sites or programs shall be considered in accordance with the criteria in 23.3.3, on an equal basis. Qualified unit members from other sites or programs shall be given second priority in filling these positions.

Statement of Interest forms shall be distributed to all unit members at participating sites or programs by April 30th. All positions unfilled by unit members at a site shall be posted District-wide by May 15th.

Unit members shall not be selected for more than two consecutive years unless this is necessary to staff the site or program, or the qualifications for the positions require it.

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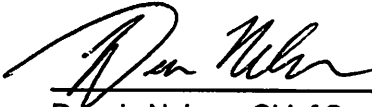
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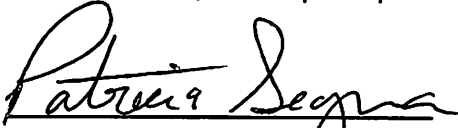
The District shall provide the Association with a list of those selected and the participating sites and programs by the first Friday in June.

A list of qualified unit members and the sites from which they were selected will be provided to the Association by October 31st

Teachers shall be paid their hourly per diem rate of pay for Site or Program-Specific Summer Programs.

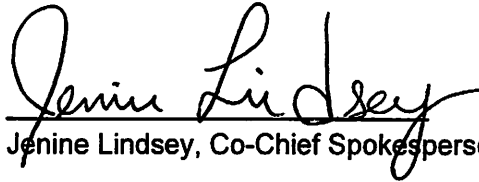


Dennis Nelson, Chief Spokesperson



Patricia Segura, Notetaker

January 12, 2018
Date



Jenine Lindsey, Co-Chief Spokesperson



Gregory J. Dannis, Co-Chief Spokesperson

January 12, 2018
Date