

Oakland Education Association and Oakland Unified School District  
TENTATIVE AGREEMENT  
2019-2022

This Tentative Agreement is made and entered into on March 1, 2019 by and between the Board of Education of the Oakland Unified School District ("District") and Oakland Education Association (OEA). The District and OEA have met and negotiated in good faith and have completed their negotiations for this 2019-2022 Agreement. This Agreement is the successor to the parties' 2014-2017. Agreement and is the final resolution to all matters associated with that Agreement.

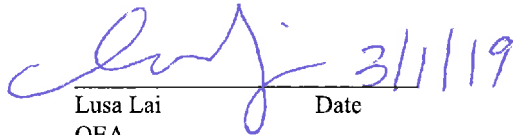
The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2014-2017 Agreement are to be combined with the terms of this Agreement to form the 2019-2022 Agreement. The parties will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.
- B. Closed contract for the 2017-18 school year.
- C. Additional agreements:

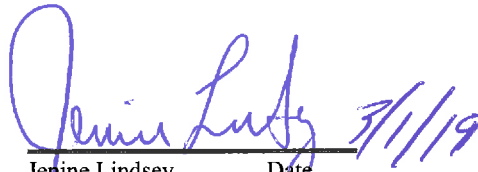
Article 1	AGREEMENT
Article 6	ASSOCIATION RIGHTS
Article 10	HOURS OF WORK
Article 12	ASSIGNMENT/TRANSFER/VACANCY/CONSOLIDATION POLICY
Article 13	PERFORMANCE EVALUATION
Article 15	CLASS SIZE AND CASELOADS
Article 17	SAFETY AND SECURITY CONDITIONS
Article 21	SPECIAL SERVICES AND SPECIALIZED ASSIGNMENTS
Article 24	COMPENSATION
Article 25	PEER ASSISTANCE AND REVIEW



Dennis Nelson      Date  
Chief Spokesperson



Lusa Lai      Date  
OEA



Jenine Lindsey      Date  
Chief Spokesperson



Marcus Battle      Date  
Chief Business Official

Tentative Agreement  
Between  
Oakland Education Association ("OEA")  
And  
Oakland Unified School District ("OUSD," or "District")  
March 1, 2019

Article 1 - AGREEMENT

1.1 General Provisions

1.1.1 This Agreement fully and completely incorporates the understanding of the parties hereto, constitutes the entire Agreement between the parties, and supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement.

1.1.2 The Employer and Association will support this Agreement for its duration, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent or pursuant to articles contained herein.

1.1.3 The Employer shall make no changes in matters affecting salaries, benefits, or working conditions covered by this Agreement without meeting and negotiating with the Association. Nothing contained in the Agreement shall be interpreted or applied to eliminate, reduce, or diminish any bargaining unit member's benefits.

1.1.4 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules that are designed to implement this Agreement shall be consistent with the terms of the Agreement.

1.2 General Bargaining Provisions

1.2.1 A contract between the Employer and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Agreement.

1.3 Term of Agreement 1.3.1 The term of this Agreement shall be as follows:

~~1.3.1.1 2013-2014: From July 1, 2013 through June 30, 2014; and 1.3.1.2 2014-2015 through 2016-2017: From July 1, 2014 through June 30, 2017.~~

**1.3.1.1 From July 1, 2017 through June 30, 2018**

**1.3.1.2 From July 1, 2018 through June 30, 2021**

1.3.1.3 The Association shall present bargaining proposals for a successor Agreement on or about December 1, ~~2016~~**2020**, and the parties shall begin bargaining not later than January 15, ~~2017~~ **2021**, or at times that are mutually agreed to by the parties.

1.4 Reopeners

1.4.1 Notwithstanding any other Article in this Agreement, the parties shall reopen negotiations during the term of this Agreement as follows:

1.4.1.1. Article 21 (Inclusive Practices), and Article 10 for the 2019-20 School Year

1.4.1.2. Up to **one (1)** ~~two (2)~~ additional articles for each party for the 2019-20 School Year.

1.4.1.3. Up to **two (2)** ~~three (3)~~ additional articles for each party for the 2020-21 School Year.

**For the Association:**

---

Dennis Nelson, Chief Spokesperson

---

Lusa Lai, OEA

**For the District (District)**

---

Jenine Lindsey, Chief Spokesperson

---

Marcus Battle, Chief Business Officer

Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019

The below referenced articles shall remain current contract language:

Article 3

Article 9

**For the Association:**

**For the District (District)**

\_\_\_\_\_  
Dennis Nelson, Chief Spokesperson

\_\_\_\_\_  
Jenine Lindsey, Chief Spokesperson

\_\_\_\_\_  
Lusa Lai, OEA

\_\_\_\_\_  
Marcus Battle, Chief Business Officer

TENTATIVE AGREEMENT  
BETWEEN  
OAKLAND EDUCATION ASSOCIATION  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT  
March 1, 2019

Article 6 - ASSOCIATION RIGHTS

6.1.1 The Association shall have use of District facilities when not otherwise required for District business during regular business hours.

6.1.2 Association Communication with Members

6.1.2.1 The Association shall have the right to use of District delivery service and mailboxes for distribution of organizational material. The Association shall count, package, and label materials for convenient handling. Labels shall clearly indicate the recipient by name, and the name of the organization responsible for the publication and distribution. Rights herein are subject to postal regulations of U.S. Government. If the labels are not clear, the material shall be returned to the sending organization.

6.1.2.2 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District, unless required by law. Such use shall be for the sole purpose of seeking to obtain unit member personal email addresses if such are not provided pursuant to section 6.1.6 below, or become outdated.

6.1.3 The Association shall have the use of the designated bulletin board for posting organizational literature at each school/center site and administrative building in areas frequented by employees, such locations to be selected by mutual agreement of the administration and the Association.

6.1.4 The Association shall be provided with a packet of materials for the regular Board meeting, which shall include agenda, contracts and agreements, new program proposals and supportive material. This packet shall be sent whenever such packets are mailed or delivered by the Employer.

6.1.5 The Employer shall provide the Association with a minimum of ten (10) days written notice of all new employee orientations events held at the beginning of each school year.

6.1.5.1 Up to thirty (30) minutes of time shall be made available for the Association to present during these beginning of the year orientations.

6.1.5.2 In addition, a location with easy access to orientation participants shall be provided for the Association to provide materials including but not limited to membership forms.

6.1.5.3 For orientation materials that are provided electronically, the Association shall be provided access to the presentation and an opportunity to insert its own materials in any virtual meetings. (Google hangouts, webinars, etc.) or electronic presentations (i.e. PowerPoint or other presentation software).

6.1.5.4 For new employees hired after the beginning of the year orientation, the Association shall have access to the District online calendar of orientations held throughout the year. A reasonable amount of time shall be made available for the Association to present during these orientations. The provisions of sections 6.1.5.2 and 6.1.5.3 shall also apply to these orientations

6.1.5.5 If the new employee orientation is held during student instructional days, the Employer shall provide release time, for a minimum of two (2) Association representatives to attend the orientation. The Association shall reimburse the District the substitute cost for such release time.

6.1.6 The Employer shall provide to the Association on a monthly basis, ~~by the end of the second week of September,~~ a sortable list of available information including the names, date of hire, assignments (including site), employee ID#, and current contact information: home addresses, telephone number and personal email address of newly hired all bargaining unit members if such address is available. ~~A complete list of the above information for all newly hired bargaining unit members shall be provided by September 30. Thereafter, the information will be forwarded on a monthly basis.~~

6.1.7 The Employer will provide to the Association on or before 45 days into the new school year, copies on a monthly basis of the forms compiled by the Employer that contain names and credentials for substitute teachers. This information will include home addresses and telephone numbers unless authorized by the individual employee to be withheld.

6.1.8 In making additional duty assignments, the Site Administrator shall take into consideration the fact that a unit member has been elected or appointed as an Association Representative and will make every attempt to reduce extra duty responsibilities.

~~6.1.8 The Employer shall provide to the Association as soon as possible and not later than October 15, the names of the unit members by site and by alphabetical order. Such list shall include assignment, home address, telephone number, unless authorized by the individual unit member to be withheld. During the second week of the second semester, a list of new unit members not included in the above list will be provided as above. A fee not less than the cost of preparation will be charged the Association for this service. Such information is required to be confidential.~~

6.1.9 Board rules and regulations and administrative bulletins shall be made available to unit members at the work site upon request.

6.1.10 Authorized representatives of the Association shall have the right of access to unit members and areas in which unit members work for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations or assigned employee duties.

6.1.11 Authorized representatives of the Association shall notify the administration office at the site immediately upon arrival.

6.1.12 After school hours on the first unit member work day Monday of each month shall be reserved for Association organization.

6.1.13 The Employer shall make every reasonable effort to promptly provide all requested public information to the Association to fulfill its role as the exclusive bargaining representative.

6.1.14 The Association shall have the right to distribute Association materials to all new unit members. The Employer will notify the Association of the date and time of the General Orientation Meeting and upon the Employer's invitation will allow the Association to distribute the Association materials during the meeting.

6.1.15 The designated Association Site Representative shall have time for Association reports and business after the close of the school/site faculty meeting.

6.1.16 The Employer shall provide release time up to five days, with the cost of substitutes to be borne by the Association, for up to three teachers with assigned duties ~~in 12-month positions~~ who are elected to serve as official Association Representatives to the National Education Association Convention.

**For the Association:**

**For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer

TA 4

TENTATIVE AGREEMENT  
BETWEEN  
OAKLAND EDUCATION ASSOCIATION  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT  
May 4, 2017

Article 8 - AFFIRMATIVE ACTION

8.1 General

8.1.1 The Employer shall seek racial, ethnic, ~~and~~ gender identity or expression, and individuals with disabilities balance in each Oakland public school consistent with the racial, ethnic, ~~and~~ gender identity or expression, and individuals with disabilities composition of the community, consistent with state and federal law.

8.1.2 All statistical data gathered or printed by the Employer relative to affirmative action shall be made immediately available to the Association.

8.1.3 The Employer shall provide to the Association an annual report for each job classification, the number of applicants designated by ethnicity and gender.

The Employer shall provide to the Association a site by site breakdown of the number of bargaining unit members by ethnic code and gender.

8.1.4 The Association and Employer shall implement a joint "Equal Opportunity Committee" to meet quarterly to review District certificated employment demographic data and make recommendations to improve hiring practices.

8.2 Affirmative Action Committee

8.2.1 The Employer's Affirmative Action Committee, composed of bargaining unit members, administrators and the community, shall continue to advise, recommend and monitor the Employer's Affirmative Action Program. The Association shall appoint the bargaining unit members on the Committee. The Committee will monitor the Employer's Affirmative Action Program as defined in section 44101 ~~(a)(1)~~ of the



Education Code, in its current version as set forth below and as it may be modified in the future below:

"Affirmative action employment program" means planned activities designed to seek, hire, and promote persons who are underrepresented in the work force compared to their numbers in the population, including individuals with disabilities, women, and persons of minority racial and ethnic backgrounds. It is a conscious, deliberate step taken by a hiring authority to assure equal employment opportunity for all staff, both certificated and classified. These programs require the employer to make additional efforts to recruit, employ, and promote members of groups formerly excluded at the various levels of responsibility who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. These programs should be designed to remedy the exclusion, whatever its cause.

(2) Affirmative action requires imaginative, energetic, and sustained action by each employer to devise recruiting, training, and career advancement opportunities that will result in an equitable representation of women and minorities in relation to all employees of the employer.

(b) "Goals and timetables" means projected new levels of employment of women and minority racial and ethnic groups to be attained on an annual schedule, given the expected turnover in the workforce and the availability of persons who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. Goals are not quotas or rigid proportions. They should relate both to the qualitative and quantitative needs of the employer.

The District shall develop recruitment pipelines to support Affirmative Action Goals and Timetables by enlisting classified personnel, substitutes, and community members with relevant life and career experiences in District paid credential programs. As employees enter the teaching pipeline, concerted efforts shall be made to recruit from the community in replenishing the ranks of classified and substitute personnel.

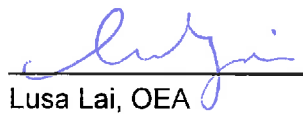
**8.2.2 The District agrees to pursue the following strategies insofar as they are consistent with Education Code section 44101(a)(1) cited above:**

- Development of recruitment pipelines to support affirmative action goals and timetables by enlisting classified personnel, substitutes and community members with relevant life and career experiences in District-paid credential programs.
- Recruitment from the community to replenish classified and substitute personnel as those employees enter the teaching pipeline.

For the Association:

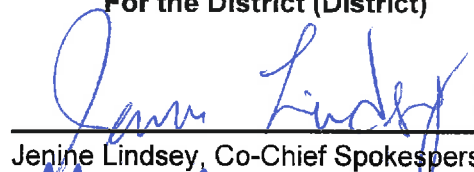
 5/4/17

Dennis Nelson, Chief Spokesperson

 5/4/17

Lusa Lai, OEA

For the District (District)

 5/4/17

Jenine Lindsey, Co-Chief Spokesperson

 5/4/17

Greg Dannis, Co-Chief Spokesperson



TENTATIVE AGREEMENT  
BETWEEN  
OAKLAND EDUCATION ASSOCIATION  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT  
March 1, 2019

**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, The work year for teachers and nurses shall consist of 180 instructional days **and six (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 |
| ● Grades 1-3   | 50,400 |
| ● 4-8          | 54,000 |
| ● 9-12         | 64,800 |

- 10.1.1.1 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 **meeting legally mandated minimum** ~~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 **any** leave **on any staff development day** 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 needs 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 8<sup>th</sup> 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 10.1.7)" \s "calendar" \c 8 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, including a 30-minute duty-free lunch, ~~and~~ **for** ~~For~~ secondary schools, a continuous block of seven hours, including a 30-minute duty-free lunch. The working hours shall not commence before 8:00 a.m. nor conclude later than 3:45 p.
- 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 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 one work day 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 day. **Employees moving to a different site shall be provided two (2) work days, one provided by their current site administrator and one provided by the 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 will provide reasonable assistance, i.e., moving boxes and transporting the employee's materials to the new location.**
- 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 work day.
- 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, 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. (See Appendix 2.)

- 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.
- 10.2.8 Unit members other than TSAs shall participate in professional activities and perform professional duties beyond their regular workday as assigned by the appropriate administrator to a maximum of five hours per calendar month for the work year.
  - 10.2.8.1 Beyond the five hour maximum, compensation shall be paid at the extra duty hourly rate. Such assignments shall be equitably distributed.
  - 10.2.8.2 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.
  - 10.2.8.3 Faculty and ~~circuit meetings~~ **professional learning community meetings** are not covered in this provision (see Section 10.4).
  - 10.2.8.4 The Employer shall set aside two hours of the five hours per month provided for in this provision for use throughout the school year as appropriate for parent-student-teacher contact.
  - 10.2.8.5 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-hour limit, for which they shall be compensated. 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-hour limit.
- 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 below:

- 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**

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

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.



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~~ **professional learning communities** or department meetings, which are called by the Principal/Site Leader or ~~circuit~~ **professional learning communities** or department chairperson. 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, **professional learning communities** ~~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 compensation 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.
- 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 **Professional learning communities** ~~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 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 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 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, elementary teachers shall receive a preparation period. Teachers will have rotating 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.

- 10.5.3 All elementary teachers not receiving two preparation periods weekly from the third 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 **G E**, 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 OUSD 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. 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.
- 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 hours of professional responsibilities 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, classified and certificated.
- 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

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

10.7.1 "**Vulnerable**" students are to be identified by:

- their attendance;
- academic performance and/or classroom conduct.
- academic or citizenship grade below "C"; and/or
- **the Local Control Funding Formula ("LCFF")**

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~~" "**advisory**" teacher shall contact parents/caregivers of "at risk" homeroom student by telephone or letter to:

- Alert the parent of problems in the "at risk" "**advisory**" "~~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 "**advisory**" "~~homeroom~~" in the regular day program, the school shall facilitate a system whereby parent(s)/**guardians** 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/USD 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 All student minimum days at each school shall be extended 30 minutes beyond the normal ~~duty day~~ ~~workday~~ 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 Provisions shall be made to include unit members who are not normally included in minimum day plans.

10.9.5 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.~~

**For the Association:**

**For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer

**Tentative Agreement  
between  
Oakland Education Association  
and  
Oakland Unified School District  
May 18, 2018**

**FINAL NUMBERING AND GENDER NEUTRAL LANGUAGE, WHERE APPLICABLE, WILL  
BE INSERTED AT INTEGRATION**

**Article 11 - LEAVES**

**11.1 General Provisions**

The Employer shall provide the leaves set forth in this article and any other leaves mandated by State law to eligible bargaining unit members. The provisions of this Article shall apply only to eligible bargaining unit members.

- 11.1.1 A unit member granted a leave of absence for more than a semester, or more than six (6) months in a twelve (12) month program, shall be placed on the unassigned list.
- 11.1.2 If the position from which the leave was granted has been filled by a substitute or temporary unit member or if the position is vacant, the returning unit member shall have the right to return to that position or a comparable position, provided it is done immediately upon return from leave and within one year.
- 11.1.3 Unit members who are unassigned and/or who are returning from leave shall be given the first opportunity to accept vacancies for which they are qualified.
- 11.1.4 For the purpose of this article, "immediate family" is defined as: Mother, father, grandmother, grandfather, grandchild of employee or spouse of employee, spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother-in-law, father-in-law, brother or sister of employee, guardian or domestic partner, dependents of the employee, other person permanently living in the immediate familial household of the employee.

**11.2 Leave of Absence Without Pay**

**11.2.1 General Provisions**

- 11.2.1.1 A leave of absence without pay is defined as an approved absence from service for a prescribed period of time (without salary and certain benefits.) Unit members shall be allowed to pay premiums in order to continue fringe benefits while on leave.
- 11.2.1.2 A leave of absence without pay may be recommended by the Superintendent to the Board of Education for study, health, maternity or pregnancy, paternity. Adoption or family responsibility, travel, unusual opportunity for professional employment, and/or valid personal reason.
- 11.2.1.3 Except for maternity/paternity/adoption, pregnancy and military leaves, leaves shall be granted only to tenured unit members.

- 11.2.1.4 Leaves for emergency reasons may be requested after deadlines; at least two weeks' notice should be given the Superintendent in any case.
- 11.2.1.5 Leaves of absence without pay are granted for a maximum of one year.
- 11.2.1.6 Additional years may be granted in exceptional cases upon request and recommended by the Superintendent. A leave beyond two consecutive years may be granted by the Superintendent when a special benefit is accrued to the Employer.
- 11.2.1.7 Applications for leave shall be filed by March 1, for the following fall semester and November 1, for the following spring semester.

#### ~~11.2.2~~ **Maternity, Paternity and Adoption Leave**

~~11.2.2.1 A unit member may use up to six (6) days of his/her accumulated sick leave balance in connection with the birth or adoption of a son or daughter. (Also see Section 11.9.9.)~~

~~11.2.2.2 In addition to above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.~~

#### 11.2.3 Professional Growth Leave

A unit member granted a leave for professional growth shall return to duty within 45 days of cessation of such leave. A unit member granted leave of absence under this provision shall present documentation of work equivalent to at least 12 semester units in one year.

#### 11.2.4 Leave for Travel

A leave for travel may be granted for a school year or for one entire semester. (See Article 24 - Compensation regarding credit.)

#### 11.2.5 Leave for Teaching in Another Country

Leaves of absence for teaching in another country may be granted. In granting leaves for teaching in another country, consideration will be given to length of service, teaching record, order of application and type of assignment. Generally, unit members must have had at least five years of service with the Employer

#### 11.2.6 Leave for Public Office

A unit member is permitted either part-time or full-time leave of absence without pay for the purpose of campaigning for public office to a maximum of one year. A unit member elected to full-time public office shall be granted leave of absence without pay for the period of time served in the office. Leave for less than full-time public office may be granted by the Employer.

#### 11.2.7 Release Time Provisions for Association Officers

- 11.2.7.1 The Employer shall grant release time for up to two (2) Association officers. The Association President and any other designated officer shall receive compensation and benefits as though he/she were an employee of the District. The Association shall designate in writing the appropriate placement for each officer on the District's existing certificated teacher salary schedule. (See also Section 24.7.5.)
- 11.2.7.2 The Association shall reimburse the District for full costs of the Association President and any other designated officer on a quarterly basis.
- 11.2.7.3 Upon the end of such release time, the unit member(s) shall have the right to be reassigned to his/her former site and, if possible, former position and will maintain seniority and shall advance on the salary schedule as if the officer had continued to teach.
- 11.2.7.4 The Association shall maintain workers' compensation coverage for each officer designated under these release time provisions.

11.2.8 **Legislative Leave**

A permanent unit member in a position requiring certification qualifications, who is elected to the Legislature, shall be granted a leave of absence from duties as an employee of the District by the governing board of the District.

During the leave of absence, the unit member may be assigned by the Employer to perform less than full-time services requiring certification qualifications, for mutually agreed upon terms, conditions and compensation.

The classification of the unit member shall not be affected. The unit member shall be entitled to return to the classification held at the time of election, at a salary to which he/she would have been entitled had the unit member not been accorded this absence, provided the return occurs within six months after the term of office expires.

11.2.9 **General Leave**

Twenty-five (25) full-time general leaves may be granted each year to permanent unit members who have rendered at least seven full-time consecutive years of satisfactory service immediately preceding general leave.

At least five (5) of these leaves shall be granted in the Early Childhood Education Centers. Adult Education and Early Childhood Education unit members with less than full-time contracts are eligible.

- The leave shall be limited to one school year and shall be non-renewable.
- The leave shall be without pay.
- The request/application for leave must be filed with the understanding that the right to return to the original position is not guaranteed.
- Upon written authorization, this leave shall be granted with the understanding that the right to return to the original position is not guaranteed.
- This leave shall not be granted during an evaluation year or for the year in which a consecutive annual evaluation is scheduled.



- The final determination or selection of applicants shall rest with the Employer.
- This leave may not be used for seeking, attaining, or holding other public school employment or association work.

#### ~~11.2.10 Family and Medical Leave Act~~

~~It is the intent of the Employer to provide leave consistent with the Family and Medical Leave Act of 1993.~~

### 11.3 Leave of Absence With Pay

#### 11.3.1 Eligibility

To be eligible to apply for leave of absence with pay, the unit member shall be in a paid status and scheduled for work on the day or days of absence.

#### 11.3.2 Sick Leave

Sick leave accrual shall be based on one (1) day per month of service. Unit members absent because of illness or accident not incurred on duty shall receive full salary during such illness for a period of 10, 11 or 12 days per year. Depending upon the regular 10, 11 or 12-month assignment and in the use of sick leave, the full pay shall become available at the beginning of each school year of service.

Unused sick days shall be cumulative without limit during employment by the District, except that days for sick leave shall neither accrue nor accumulate during a year when the unit member is on unpaid leave of absence. Upon late employment or early termination of employment, a reduction of sick leave shall be made on the basis of one day per month.

Upon re-employment within 39 months of resignation, the accumulated sick leave balance shall be reinstated.

Unit members with accumulated sick leave earned in other California public schools shall have said leave credited toward their sick leave accumulation when employed in the District.

11.3.3 Days of sick leave granted a unit member assigned less than full-time shall be in the proportion that the assignment bears to the assignment of a full-time unit member.

#### **11.3.3.1 All unit members working at least twenty (20) days in the fiscal year and not otherwise covered by sections 11.3.2 and 11.3.3 above shall accrue sick leave as follows:**

- **Unit members shall have available for use twenty-four (24) hours or three (3) days of paid sick leave annually on July 1st of each fiscal year or subsequent hire date.**
- **Paid sick leave may be used in two hour increments for hourly unit members and paid at the employee's hourly rate.**
- **Paid sick leave shall be paid at the applicable substitute rate for substitute unit members.**

11.3.4 An absence due to illness or injury, whether or not covered by sick leave, which exceeds five days shall be supported by: a written statement of a licensed physician giving the reason for absence, the first and last day of illness or injury and the date the unit member is able to return to normal duties.

11.3.5 Unit members absent on sick leave shall notify the supervisor or the Substitute Office at least one day in advance of expected return in order that any substitute service may be terminated.

11.3.6 Following an absence of thirty (30) days or more due to illness, the unit member shall submit a statement from the primary physician and/or appropriate specialist indicating the unit member is able to return to normal duties.

If the Employer has good reason to believe the unit member may not be able to carry out his/her duties, it shall so inform the employee of the basis for this belief in writing within ten (10) days of receiving the employee's doctor's statement indicating the employee is able to return to normal duties. The Employer may require an additional verification from a primary physician and/or appropriate specialist or require clearance by an Employer-designated physician, before allowing the unit member to return to active work status. Any required examination by an Employer-designated physician shall be at the Employer's expense. It is the responsibility of the unit member to attend all scheduled appointments. Failure to do so shall result in loss of paid leave status.

If the District requires clearance by a district-designated physician, it shall obtain such clearance within fifteen (15) days of notifying the employee it intends to seek the opinion of a District-designated physician. Failure to meet this timeline shall result in the employee either being returned to work on the 16th day, or be placed on paid administrative leave pending completion of the District-designated physician's medical evaluation.

If the report of this unit member's physician conflicts with the report of the Employer's physician, a third physician who shall be selected from a list of qualified medical examiners obtained from the State Industrial Medical Council. The selected physician shall perform a medical evaluation and make the deciding report.

During the time it takes to resolve the conflicting physicians' reports, and to receive the final report from the third party qualified medical examiner referred to above, the unit member shall remain on fully paid status, and with no further sick leave deduction.

11.3.7 Absences paid under the occupational leave policy, including those due to certain childhood communicable diseases deemed to be work-connected and which cause doctor imposed quarantine, are not charged to the unit member's sick leave benefits. However, the underlying medical condition must be verified by a doctor's certificate and the occupational leave must be in compliance with provisions of the Workers' Compensation Program.

11.3.8 The Employer shall provide each unit member with a monthly statement of the amount of sick leave accrued.

11.3.9 The Superintendent may require a unit member to verify the claimed reason for

absence by submission of a physician's statement or other verification when it is believed that no valid grounds exist for the unit member's claim for absence. For implementation refer to "Agreement" in Appendix 7.

#### 11.4 Family Sick Leave

Unit members shall be entitled to use up to a maximum of one-half of their annual entitlement to sick leave to attend to an illness of a child, child of a domestic partner, parent, spouse or domestic partner of the unit member. Unit members shall comply with the procedures governing the use of sick leave set forth in the contract and shall indicate on the leave form that the employee is using "Family Sick Leave." This entitlement does not extend the maximum period of leave to which a unit member is entitled under the Family Medical Leave Act or the California Family ~~Leave~~ Rights Act.

#### 11.5 Extended Sick Leave

Extended sick leave is authorized absence, with partial pay, but with no loss of benefits, resulting from an illness, accident, or other disabling physical condition which prevents a unit member from performing his/her normal duties after regular sick leave has been exhausted.

- 11.5.1 Unit members may use their accumulated sick leave for any illness. When a unit member has used all his/her accumulated sick leave, and remains absent, the unit member is entitled to one hundred (100) days of Extended Sick Leave per year.
- 11.5.1.1 The unit member shall receive his/her regular salary, minus the cost of a substitute to fill the position, for a period extending no longer than five continuous school months.
- 11.5.1.2 **Substitute costs shall be deducted based on the lowest daily or long-term rate only as applicable.**
- 11.5.2 Extended Sick Leave shall be appropriately prorated for part-time unit members.
- 11.5.3 A unit member who has exhausted all Sick Leave and Extended Sick Leave for which he/she is eligible, and is unable to fully perform his/her contractual duties, shall be entitled to remain on unpaid leave for the rest of that school year. Or, the unit member may apply for the STRS Disability Allowance, the OUSD Disability Plan, or Catastrophic Leave where eligible and applicable.
- 11.5.4 Return to duty is dependent upon the physician's statement of recovery and clearance by an Employer-designated physician. (See Section 11.3.6)

#### 11.6 Catastrophic Leave

A bargaining unit member who is eligible for Extended Sick Leave may apply for and receive Catastrophic Leave if he/she previously donated sick leave credit to the Bank. Such use shall be pursuant to the following provisions:

- 11.6.1 The unit member shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.
- 11.6.2 The time off work must create a financial hardship for the unit member because he

or she has exhausted all personal sick leave, personal leave, extended sick leave, and any other paid time.

11.6.3 If the unit member's status with the Employer is such that the unit member is not eligible for Extended Sick Leave, then the Employer shall not accept a donation and the unit member shall not be eligible to become a participant in the Catastrophic Leave Program.

11.6.4 To join the Catastrophic Leave Program, unit members must have at least twenty (20) days of accrued sick leave remaining after donating to the Bank.

11.6.5 Catastrophic Leave may not be used for an illness or disability, which qualifies the unit member for Workers' Compensation benefits.

11.6.6 A Joint Association Employer committee comprised of two representatives and an alternate of each party must determine and certify that the unit member is eligible for Catastrophic Leave in accordance with 11.6.1 and is unable to work due to the severity of that personal illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the Employer. The Association representatives shall be participants in the Catastrophic Leave Bank.

11.6.7 The Joint Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank (Reserve), verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and the Employer.

11.6.8 Catastrophic Leave credits may be used only for the remainder of the school year in which the extended sick leave is exhausted, plus the remainder of the following school year but in no event longer than twelve (12) consecutive calendar months following the start of the catastrophic leave.

11.6.9 No unit member may utilize any Catastrophic Sick Leave benefit unless he/she has previously donated sick leave credit to the Reserve. There shall be a 45 calendar day waiting period between a unit member's donation of sick leave credit(s), and his/her utilization of Catastrophic Leave credits. Sick leave and extended sick leave must be exhausted before said utilization.

11.6.10 All procedures for requesting Catastrophic Leave, and donating said leave credits shall be established by the Joint Committee provided for in Section 11.6.6 above. The Joint committee shall make recommendations for continuation or termination of the Catastrophic Leave Bank to the Employer and the Association based on number of credits donated in a year, use of benefits by unit members and credits remaining in the Bank.

11.6.11 Catastrophic Leave may begin upon the exhaustion of the statutory period of earned and accumulated sick leave and extended sick leave benefits, depending on the unit member's request and the Joint Committee's decision. The Employer shall continue all fringe benefit contributions.

11.6.12 The annual period for donating sick leave credits shall be September 1, through October 31, of each school year.

11.6.13 Transfers of eligible leave credits are irrevocable, and shall be donated and

utilized in not less than half-day increments.

11.6.14 A unit member on Catastrophic Leave shall not accrue any other Employer-paid leave.

11.6.15 The Employer and the Association shall instruct their appointees to the Joint Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits contemplated herein. However, there shall be no liability or recourse if said confidentiality is not maintained.

11.6.16 The receipt of a donated sick leave credit through Catastrophic Leave as defined herein, when combined with other District income, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of Catastrophic Leave.

11.6.17 The Catastrophic Leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave.

11.6.18 The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article 14 - Grievance Policy of this Agreement.

11.6.19 If and when this Catastrophic Leave provision is terminated by mutual agreement between the Employee and the Association, any unused sick leave credits in the Catastrophic Leave Bank shall be returned on a proportionate basis to enrollees currently employed by the District who did not utilize Catastrophic Leave benefits.

## 11.7 Occupational Leave

11.7.1 Unit members, who are absent from duty because of illness or injury resulting from an accident or condition deemed to be work related under the Workers' Compensation Program, shall be granted occupational leave. A work-connected injury or illness shall be so considered when properly certified as compensable for Workers' Compensation benefits. Absences not verified shall be charged against unit members' sick leave or other leave as appropriate.

11.7.2 Eligible unit members shall be granted Occupational Leave subject to the following conditions:

11.7.2.1 Allowable Occupational Leave shall not exceed sixty (60) working days for the same accident.

11.7.2.2 Allowable leave shall not be cumulative from year to year.

11.7.2.3 Occupational Leave shall commence on the first day of absence and continue for a period certified by the physician that the unit member is disabled because of the work-related injury or illness, or for a maximum of sixty (60) working days, whichever occurs first.

11.7.2.4 Payment for wages lost on any day shall not, when added to a benefit granted the unit member under the Workers' Compensation Program, exceed the normal wage of the day.

11.7.2.5

Occupational Leave shall be reduced by one day for each day of absence, regardless of compensation award made under the Workers' Compensation Program.

- 11.7.2.6 When an industrial accident or illness occurs at a time when the full 60 days overlap into the next fiscal year, the unit member shall be entitled, for the same illness or injury, only the amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 11.7.2.7 When entitlement to Occupational Leave has been exhausted, entitlement to other sick leave will be used. However, if the unit member is receiving Workers' Compensation, he/she shall be entitled to use only so much of the accumulated

or available sick leave, vacation, or other available leave which, when added to the Workers' Compensation award, provides a full day's wage or salary.

11.7.2.8 Periods of absence for Occupational Leave shall not be considered a discontinuation in service of the unit member.

11.7.2.9 Unit members on Occupational Leave shall endorse to the Employer any wage loss benefit checks received under Workers' Compensation Program. The Employer, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

11.7.2.10

Absences paid under the Occupational Leave policy including certain childhood communicable diseases deemed to be work connected, and which causes doctor imposed quarantine, are not charged to a unit member's sick leave benefits; if verified by a doctor's certificate and in compliance with provisions in the Workers' Compensation Program.

## 11.8 Other Absences Chargeable to Sick Leave

Unit members may use their accumulated sick leave balance in a school year for one or more of the following reasons of personal necessity:

11.8.1 Death of a member of a unit member's immediate family when additional leave is required beyond that provided in funeral leave.

11.8.2

An accident involving a unit member's person or property or the person or property of a member of the immediate family.

11.8.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness, under subpoena or any order made with jurisdiction.

11.8.4 Appearance in court or before an administrative tribunal as an interested party with direct involvement.

11.8.5 An emergency caused by an illness of a member of the unit member's immediate family that requires the unit member's absence from work.

11.8.6 Emergency delay in travel.

## 11.9 Leaves Related to Maternity, Paternity and Adoption ~~Pregnancy Disability~~

11.9.1 Pregnancy Disability Leave. Procedures to be followed when applying for a pregnancy disability are:

11.9.1.1 A letter from the unit member's physician verifying pregnancy and approximate delivery date shall be filed in the Human Resources Services and Support Office.

11.9.1.2 The unit member shall have her physician verify the period of time he/she is disabled and cannot perform the functions of his/her assignment. During the period of pregnancy disability leave, the District shall use/deduct the employee's accumulated sick leave (section 11.3.2) and, if necessary, the 100 days of extended sick Leave (section 11.5) or vacation (non-scheduled days) where applicable . When accumulated or

extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (section 11.9.2) or leave under the Family Medical Leave Act/California Family Rights Act (section 11.9.3). A unit member may use sick leave; or when exhausted, Extended Sick Leave or vacation (non-scheduled days) where applicable, during the period stated.

11.9.1.3 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

11.9.1.4 At any time a unit member is absent as a result of her physical disability arising out of her pregnancy, the Employer at its expense may request a doctor's verification of her inability to render service to the Employer.

11.9.1.5 In order to use sick leave for pregnancy disability, the unit member must have been actually rendering paid service to the Employer and not on unpaid leave immediately preceding the disability.

11.9.1.6 A unit member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty when she is physically able to render full and complete service to the Employer.

11.9.1.7 Upon returning to duty, the unit member shall provide a doctor's verification that she is physically able to render full and complete service to the Employer.

11.9.1.8 During this period of leave, the Employer's contributions to cover fringe benefits for health, dental, vision care, and life insurance shall continue for unit members.

~~11.9.9 In addition to the above, a unit member may use up to six days of his/her accumulated sick leave balance in connection with the birth or adoption of a child (also see 11.2.2).~~

## 11.9.2 Child Bonding Leave

11.9.2.1 Child Bonding Leave: Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). If both parents of a child who are entitled to family care leave under section 11.9 of this contract are employees of the District, each is entitled to take the full amount of leave specified in 11.9.2.1

11.9.2.2 For birthing mothers, the 12 week child bonding leave shall commence (but need not immediately follow) the completion of any pregnancy disability leave on a date designated by the unit member and must be completed within the one year of the birth, adoption or foster care placement of a child.

11.9.2.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

11.9.2.4 Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave (section 11.3.2) prior to expiration of the 12 week child



bonding leave, s/he shall be entitled to differential pay as defined in section 11.5.1 for the balance of the 12 week period. The school district shall make every reasonable effort to secure the services of a substitute employee.

11.9.2.5 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child. The balance of any unused child bonding leave shall rollover into the subsequent school year and is usable provided the leave is taken within one year of the birth, adoption, or foster care placement of a child.

11.9.2.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care., except in the case of emergency. In all other cases, notice shall be given as soon as practicable.

11.9.2.7 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months of service for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

11.9.2.8 Leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

### 11.9.3 Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

11.9.3.1 Employees who have completed one year (twelve months) of service for the District, and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of the employee's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

11.9.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 11.9.1 (pregnancy disability), 11.9.2 (child bonding [if the employee elects to exhaust his/her sick leave]), above or is taken due to the employee's own serious health condition.

11.9.3.3 The employee's accumulated sick leave (section 11.3.2) and the 100 days of extended sick leave (section 11.5) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.

11.9.3.4 When this extended sick leave is used for the purpose of pregnancy

disability, it is a separate entitlement from CFRA leave.

11.9.3.5 There is no carry-over of unused leave from one 12-month period to the next 12- month period.

11.9.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step- child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

~~11.9.3.7 If both parents of a child who are entitled to family care leave under section 11.9.3.1 of this contract are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in section 11.9.3.1. However, the parent not taking the leave shall have the right to request from the Board at the conclusion of the first parent's leave, an unpaid leave of absence pursuant to section 11.9.4.~~

**11.9.3.7 The provisions of Article 11.2.4 shall not apply to family care leave other than for purposes of child bonding.**

11.9.3.8 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

11.9.3.9 If verification is required by the District to verify the serious illness of the child, spouse or parent, ~~the DISTRICT~~ upon District request, the employee will provide ~~accept~~ medical verification by the treating health professional.

11.9.3.10 Health insurance coverage shall be maintained during family care leave and paid for by the District for the duration of the leave not to exceed 12 workweeks in a 12-month period. ~~The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.~~

11.9.4 Additional Unpaid Leave. In addition to the above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid

maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.

## 11.10 Military Leave

The Employer shall abide by the provisions of Education Code Section 44800, Military and Veteran's Code Section 389, 394, 395, 395.01 through 395.08, 395.1 through 395.9, and all other applicable state and federal laws.

### 11.10.1 Active Duty:

- 11.10.1.1 Any unit member ordered to Active military duty (Active Duty) shall be granted military leave with pay for the first 30 calendar days of ordered military duty. The unit member requesting such leave shall submit official verification requiring the military duty.
- 11.10.1.2 Following the first 30 calendar days, any unit member in the service of the Employer at least one year prior to the date on which s/he is called to active duty, shall be entitled to an additional five (5) calendar months of partial salary representing the difference between the employee's regular District salary and the employee's military salary. The employee is required to submit proof of the military salary s/he received for each month claimed.

### 11.10.2 Military Training Duty:

- 11.10.2.1 Any unit member in the service of the Employer for at least one year who is ordered to participate in military training duty (temporary military duty) shall be granted military leave with pay for the first 30 calendar days of such training duty. Any unit member in the service of the Employer for less than one year who is ordered to participate in military training duty shall be granted an unpaid leave of absence for the duration of the ordered-military training period. A unit member requesting leave (paid or unpaid) for military training shall submit official verification requiring the training duty.
- 11.10.2.2 A unit member working less than a twelve-month schedule is requested to arrange for military training duty to be scheduled during school vacation periods whenever possible. A claim of extenuating circumstances necessitating training duty during other periods shall be referred to the Superintendent or the Superintendent's designee for a decision.
- 11.10.2.3 Military Leave with pay as stated above shall only be provided during the work year as defined in the Agreement. An employee is not entitled to Military Leave with pay during periods outside the work year when the employee would not otherwise be compensated by the Employer.
- 11.10.2.4 Following the receipt of Military Leave with pay under this article, and during any period outside the work year, the employee is entitled to Military Leave

## 11.11 Funeral Leave

- 11.11.1 For each death which occurs in the immediate family of the unit member, the unit member upon request shall be granted a funeral leave not to exceed three working days with pay up to a maximum of five workdays with pay should out-of-state travel be required.

Unit members will not have any deduction from accumulated sick leave for taking funeral leave.

11.11.2 Funeral leave not to exceed one day with pay may be granted to a unit member to attend the funeral of other close relations. Established close relatives are defined as uncle, aunt, first cousins, nephew and niece.

#### 11.12 Jury Duty

Employees shall be granted leave for jury duty. To receive salary from the Employer, the unit member shall submit a certificate of jury service and the endorsed juror fee check (if no expenses are included) or personal check, or money order for the amount of the juror's fee, exclusive of jury duty expenses.

#### 11.13 Emergency Leave

The Superintendent is authorized to excuse unit members from regular work for emergency reasons for periods of an hour or less without loss of salary. Unit members may be excused for longer periods of time provided there is no cost to the Employer.

An emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.

#### 11.14 Sabbatical Leave

The Board of Education may grant a sabbatical leave to a permanent unit member who has rendered at least seven full-time consecutive years of satisfactory service immediately preceding the sabbatical leave. Adult Education and ECE unit members with less than full-time contracts would be eligible for sabbatical leave after seven consecutive years of satisfactory service.

11.14.1 The grant shall be on condition that the unit member agrees in writing to render a period of service to the Employer following return from the leave that equals twice the period of the leave.

11.14.2 The leave of absence may be taken as a continuous leave not to exceed one year, or in separate six-month periods, provided the leave is begun and completed within a three-year period.

11.14.3 A permanent unit member may be granted one sabbatical leave in each seven-year period.

11.14.4 Compensation shall be paid to the unit member, while on leave, in the same manner as if the unit member were teaching in the District, provided the unit member furnish a suitable bond indemnifying the governing board of the Employer against loss, in the event the unit member fails to render the agreed period of service in the employ of the District following the return of the unit member from the leave.

11.14.5 Should a unit member not serve for the entire period of service agreed upon, compensation paid for the leave shall be reduced by an amount which bears the same proportion to the total compensation. The amount of time not served bears the total amount of time upon which agreement was reached.

11.14.6 The maximum number of sabbatical leaves granted each year to unit members shall be

eighteen. The unit member shall be compensated at two-thirds of his/her annual salary. All fringe benefits shall remain in full force and effect. At least one of these leaves shall be granted to Early Childhood Education (ECE) unit members. 11.15 Leave for Educational Meetings and Conferences

- 11.15.1 Depending upon resources budgeted for this purpose and with the prior approval of the Superintendent, unit members (including the Adult Education and Early Childhood Education) authorized to represent the Oakland District at educational meetings and conferences, may be permitted to attend such meetings with no loss in salary and with up-to-full expenses compensated by the Employer.
- 11.15.2 Unit members who are not official representatives of the District but who seek professional improvement, may upon approval, which shall not be unreasonably withheld, be allowed to attend recognized educational meetings and conferences with no loss of salary and in some instances, compensation for expenses. Unit members on an unpaid status are not eligible for these leaves.

#### 11.16 Personal Leave

Requests for absence without loss of pay and without cost of substitute deducted for urgent personal business to a maximum of five days each year shall not be unreasonably denied by the Superintendent or designee. Such requests shall be submitted in advance in writing, except where circumstances make an advance request impossible. If the request is denied, the member may request a written explanation that shall be provided within 5 days.

11.16.1 Such leaves are limited to one day at a time and shall not be used to extend vacation leaves or holidays, except in cases of emergency.

11.16.2 Any unused personal leave days shall be converted to accumulated sick leave at the end of each school year.

#### 11.17.1

Should the district employ certificated staff who hold Temporary Permits for Statutory Leave (TPSL), it shall:

11.17.1.1 Notify OEA that it has applied to the California Commission on Teacher Credentialing for a Teaching Permit on behalf of a qualified individual.

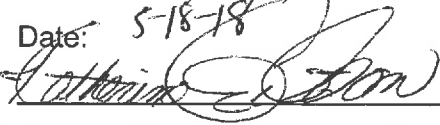
11.17.1.2 Within thirty (30) days of receiving notice, the parties shall meet to negotiate the conditions of work for TPSLs including, but not limited to, compensation, training, support and any other areas if not covered elsewhere in this agreement.

**FOR OEA**



**Dennis Nelson, Chair, OEA**

Date: 5-18-18



**Katherine Gibson, Bargaining Team**

Date: 5-18-18

**FOR OUSD**



**Jenine Lindsey, Chair, OUSD**

Date: 5-18-18



**Tara Gard, Deputy Chief Talent, OUSD**

Date: 5-18-18



**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 12--/Vacancy/Transfer/Consolidation Policy**

Change as follows. All other terms and conditions to remain status quo.

12.2.2.5.1 Phase 1 (Open Hiring): Commencing with the second semester, the District may fill vacancies with voluntary transfer applicants, teachers assigned to Instructional Support roles, teachers returning from extended leave, teachers exiting a school/program pursuant to Articles 12.9, 27, or 28 and external candidates hired by the District up to the date “Phase 2” opens, which shall not be later than April 1.

a. Criteria for selection shall be based on required credentials/qualifications and experiences and hiring criteria, defined in section c below if applicable (hereafter referred to collectively as “the match criteria”).

b. The PC shall interview and observe (if possible), voluntary transfer applicants and require demonstration lessons of all other Phase 1 applicants.

c. Individuals selected to fill vacancies shall be determined by a “match” between the stated preference of the applicant(s)/candidate(s), and the recommendation of both the PC and the Site Leader/Principal.

d. Teachers participating in Phase 1 as voluntary transfer applicants must notify Human Resources in writing (including email) not later than the end of the ~~first~~ **second (2nd)** workweek in January. This date shall also be the deadline for the first early declaration of separation. Unit members who wish to be considered for assignment to a vacancy and have not submitted a timely transfer request as required herein, must submit an application (either electronically, on-line, by mail, or in person) for the position listed on the Position List to the Human Resources Services and Support.

**12.2.2.8 Instructional Support Roles:**

12.2.2.8.1. Teachers serve in school site roles under the supervision of the Site Leader/Principal or other supervising administrator, to provide support that may include the following:

- a. Co-teaching
- b. Substitute coverage for absent teachers at the school site
- c. Push in/pull out small group instructional support
- d. Curriculum development
- e. Special projects assistance



- f. Remediation
- g. Internship support
- h. Classroom coverage to support ~~TGDS implementation~~ evaluation procedures
- i. Differentiated Instruction Support
- j. Prep Teacher at priority schools

12.5.1.3 Unit members shall not be transferred more than once during their probationary period except in an emergency or for extenuating circumstances. Probationary teachers may, however, volunteer for consideration for consolidation.

#### 12.10 Classroom Teacher Assignment

12.10.1 Classroom teachers shall be given written notice of his/her tentative assignment for the following school year no later than ten (10) days prior to the last student day of the school year ~~the first Friday in June~~. Such tentative assignment shall include tentative grade, class, subject, and room assignment.

12.10.1.1 The Principal/Site Leader shall have an individual conference with the teacher, regarding his/her assignment in the event of changes.

12.10.1.2 Changes in assignment shall be made on a voluntary basis whenever possible and must be in writing.

12.10.1.3 The elementary school draft grade level teacher assignments and the secondary school draft master programs including teacher assignments, shall be completed with input from the Faculty Council and all interested staff by fifteen (15) days prior to the last student day of the school year ~~May 31st~~. The Faculty Council at each high school and middle school shall receive a copy of the draft Master Schedule by fifteen (15) days prior to the last student day of the school year ~~June 1st~~ and shall provide any recommendations regarding the draft Master Schedule not later than ten (10) days prior to the last student day of the school year ~~June 5th~~.

12.10.1.4 Should it be necessary to change the assignment during the summer or Intersession, the unit member shall be notified in writing at his/her address of record by the school administrator/designee. Written notification shall be made to an alternative location if requested by the unit member. Subsequently any changes in the grade level or final master program shall be reviewed with the Faculty Council.

12.10.1.5 Room assignment decisions shall be made in consultation with the Faculty Council. Necessary changes in room assignments, which occur during the summer or intersession, shall subsequently be discussed with the Faculty Council.

12.10.1.6 If a teacher is reassigned to another grade level or subject area, that teacher shall not be assigned another grade level or subject area for at least two (2) years, unless by mutual agreement.

12.10.1.7 Volunteers shall be considered before involuntarily assigning members to combination classes. Unit members shall not be involuntarily assigned to a combination class in consecutive years except in an emergency or for extenuating circumstances.

12.10.2 The desirability of minimizing the number of different preparations is recognized. Except in exigent circumstances and appropriate to the educational program, the preparations for elementary classroom teachers shall be limited to official enrollees in one class. For secondary teachers, the preparations shall be limited to two.

12.10.2.1 For secondary teachers, preparations shall be determined as follows:

12.10.2.1.1 A secondary teacher who teaches a core class to a single grade level, and another separate single class, will be deemed to have 2 preparations.

12.10.2.1.2 Multiple grade levels in a single class for a single subject will be counted as one preparation.

12.10.2.1.3 Music and Art teachers at all levels are deemed to have 2 preparations.

12.10.2.1.4 Teaching different levels of ELD, or sheltered courses does not count as different preparations.

12.10.2.1.5 A sheltered class taught as part of a regular course (e.g. Sheltered Algebra I and Algebra I) will count as a single preparation.

12.10.2.1.6 Any preparation that results in a unit member being paid a stipend is not deemed a preparation.

12.10.2.1.7 The list above is illustrative, not exhaustive.

12.10.2.2 If there are no exigent circumstances, or any additional preparations are not appropriate to the educational program, a unit member shall be paid for more than two preparations as follows:

12.10.2.2.1 For one additional preparation: in the ensuing year the teacher will not have any more than two preparations.

12.10.2.2.2 For two additional preparations: The District will pay the teacher an additional \$500 per semester.

12.10.2.2.3 For three additional preparations: The District will pay the teacher an additional \$1000 per semester.

12.10.2.2.4 The amounts to be paid will be prorated by semester.

12.10.3 To ensure students are taught by teachers working within their area of competence; a teacher shall not be assigned outside the scope of his/her teaching certificate and/or his/her major or minor fields of study.

12.10.4 Teachers whose schedules include assignment to more than one school shall not be required to engage in an unreasonable amount of inter-school travel. Teachers who are required to travel shall be eligible for mileage reimbursement as set forth in Section 24.18. Such teachers shall be notified of any changes in their schedules as soon as practical.

12.10.5 The Superintendent shall assign all newly appointed personnel to specific positions within that subject area and/or grade level for which the Board has authorized employment. New employees shall receive notice of assignments as soon as practical.

**For the Association:**

---

Dennis Nelson, Chief Spokesperson

---

Lusa Lai, OEA

**For the District (District)**

---

Jenine Lindsey, Chief Spokesperson

---

Marcus Battle, Chief Business Officer

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 13 - PERFORMANCE EVALUATION**

**13.1 The Evaluation System**

The Employer shall provide each unit member with an electronic copy of the current Evaluation Guidelines as found in this Agreement by the 10<sup>th</sup> workday of each school year. Sample copies of Evaluation Plans 1 and 2, observation forms, evaluation forms A and B, reports and an evaluation calendar shall be included with the Evaluation Guidelines. (See Appendix 613.1) \s "Appendix 6" \c 8 .) All forms shall be included in the Certificated Employee Evaluation Guidelines and in the Teachers' Evaluation Handbook and shall not be changed unless mutually agreed to by the parties to this Agreement.

- 13.1.1 Purposes - A uniform system of evaluation and assessment of the performance of certificated personnel is required by law. The primary purpose of such evaluation is to support and develop and assist the certificated Employee and the Employer to improve the quality of education offered in the District. Such evaluation may also serve as a legal basis for determining the lack of professional competence of a certificated employee.
- 13.1.2 Criteria - Evaluation criteria shall include, but shall not necessarily be limited to, the following elements:
- 13.1.2.1 District standards of expected student achievement at each grade level in each area of study.
- 13.1.2.2 Assessment of certificated personnel competence as it is related to the established standards, including but not limited to the ~~California Standards for the Teaching Profession~~ Oakland Effective Teaching Framework (OETF), for individual certificated personnel.
- 13.1.2.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
- 13.1.2.4 Procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment. Such procedures and techniques shall include:
- Implementation of the Core Curriculum.
  - Increased student achievement as measured by various assessment measures, such as test scores.
  - The use of curriculum embedded assessment.
  - Increased student attendance.
  - Reduced student discipline (such as suspensions and expulsions).
  - Increased parent/caregiver contacts by letter, telephone or conference.
- 13.1.3 Definitions

- 13.1.3.1 The Evaluator may be the unit administrator or management employee on the administrative/supervisory salary schedule designated by and working under the direct supervision of the unit administrator.
- 13.1.3.2 Evaluatee is defined as the certificated employee who is to be evaluated. The evaluatee shall be apprised of his/her evaluator at the beginning of the evaluation cycle, or upon change of the evaluator.
- 13.1.3.3 Unit is defined as the assigned site, department or office.
- 13.1.3.4 Observation is a viewing of an employee's performance, which is reduced to writing.
- 13.1.4 Selection of Evaluatee
  - 13.1.4.1 Tenured employees shall be evaluated at least every two years except as provided in this section and as described in 13.1.4.2 below. A random method of selection shall be used to determine the evaluatees for odd and even years. Probationary employees shall be evaluated annually, ~~except for first-year employees who shall be evaluated twice a year~~. The need for consecutive annual evaluations may be challenged by the evaluatee through the procedure described in Section 13.5. Consecutive annual evaluations shall be for just cause only.
  - 13.1.4.2 To support continuous improvement of unit members and contributions to colleagues, the District and the Association agree to the following alternative evaluation cycle: For the duration of this agreement, pursuant to Education Code section 44664, unit members with permanent status who have been employed at least 10 years with the school district, who are also highly qualified as defined in 20 U.S.C. Section 7801(23), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every five years if the unit member and evaluator consent in writing to such a modified schedule. Unit members on such alternate schedule shall complete an alternative to evaluation as specified below. Should either the evaluator or evaluatee withdraw consent, notice shall be given prior to the first meeting scheduled under Article 13.3.2.  
Unit members with an alternate evaluation cycle pursuant to this section shall complete a mutually agreed upon alternative project. Examples include but are not limited to: project based learning, curriculum development, pursuit of advanced degree with research topic to support profession/District/nation, and project based learning to impact target group identified in District's strategic plan. If mutually agreed, the project period may exceed one year, however, it is not the intent of the parties to increase the frequency of evaluation beyond the provisions of Article 13.1.4.1 above.

## **13.2 Implementation of Evaluation System**

- 13.2.1 It shall be the administration's responsibility to advise each certificated employee of the specific assignment on which he/she will be evaluated, and to designate who will be the evaluator of the unit member.
- 13.2.2 It shall be the responsibility of the unit administrator to hold one or more staff meetings to review evaluation policies and procedures, and to review the evaluation calendar for the year (normally provided by the Human Resources Services and Support).

- 13.2.3 It shall be the evaluator's responsibility to:
- 13.2.3.1 Meet with the evaluatee to initiate the evaluation process.
  - 13.2.3.2 Meet with evaluatee to establish the specific plan for the evaluation program in accordance with Section 13.6.2 herein. For first and second year teachers, the evaluator shall assist the evaluatee in identifying a primary focus on two (first year) or three (second year) of the standards identified in order to target support necessary for the evaluatee. (See Section 13.6.2.)
  - 13.2.3.3 Review and approve the Evaluation Plan 1 and 2 submitted from the evaluatee.
  - 13.2.3.4 Provide assistance to the evaluatee to achieve agreed upon objectives as stated in Evaluation Plan 1 and 2 **and SMARTe goals** including providing support to new teachers/evaluatees in the targeted areas identified pursuant to Section 13.2.3.2.
  - 13.2.3.5 Make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.
  - 13.2.3.6 Meet legal and District calendar dates as they relate to staff evaluation **as stated in this article and in Appendix 6 --Evaluation Handbook.**
  - 13.2.3.6.1 Assess programs.
  - 13.2.3.7 Meet with evaluatee for final review by the last workday in April. The evaluator shall report evaluation findings both in consultation and in writing to the employee so as to:
    - Commend outstanding performance (**“exceeding”**).
    - Assist evaluatee with a satisfactory (**“proficient”**) rating to improve.
    - Assist evaluatee with unsatisfactory (**“developing” or “beginning”**) rating by identifying areas of deficiency and providing assistance to improve.
    - Notify evaluatee whose performance remains unsatisfactory (**“developing” or “beginning”**) of a pending reassignment or dismissal in order to meet all legal requirements.
- 13.2.4 It shall be the evaluatee's responsibility to:
- 13.2.4.1 Meet with evaluator to initiate the performance evaluation process as described herein.
  - 13.2.4.2 Meet with the evaluator to establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the following:
    - **Planning and preparing rigorous standards-aligned lessons;**
    - **Building a supportive and challenging learning environment;**
    - **Teaching to ensure ownership and mastery for ALL students; and**
    - **Reflecting and revising to improve student outcomes.**
    - Engaging and supporting all students in learning.
    - ~~Creating and maintaining an effective student learning environment.~~
    - Understanding and organizing subject matter for learning, planning and designing instruction and learning experiences for all.
    - Assessing student learning, developing as a professional educator and other duties and responsibilities.
    - For first and second year teachers, the plan should have a primary focus on two

(first year teacher) or three (second year teacher) of the standards identified herein in order to target support necessary for the evaluatee.

- 13.2.4.3 Record tentative standards of performance and activities on the District evaluation form.
- 13.2.4.4 Submit the tentatively completed Evaluation Plan 1 and 2 **including SMARTe goals, as referenced in the Evaluation Handbook**, review the stated standards of performance and objectives and relate them to District standards, objectives, and participate in the scheduled conference(s) with the evaluator.
- 13.2.4.5 Conduct appropriate programs for meeting standards of performance and completing the activities.
- 13.2.4.6 Seek assistance from evaluator to achieve agreed upon objectives as stated in the Evaluation Plan 1 and 2.
- 13.2.4.7 Assess programs.
- 13.2.4.8 Meet with evaluator for final post-observation conference and completion of observation form and evaluation report.
- 13.2.4.9 Meet all applicable legal and District calendar dates relating to evaluation.
- 13.2.4.10 Meet with evaluator for final review and report by the last workday in April as scheduled by the evaluator.
- 13.2.4.11 Willful absence and/or failure of the evaluatee to cooperate shall not prevent completion of the evaluation process.
- 13.2.5 It shall be the joint responsibility of evaluator and evaluatee to:
  - 13.2.5.1 Meet and review the evaluation process to be followed and to reach an agreement.

Should agreement not be reached on the evaluation process or on the appropriateness of the designated evaluator, the procedures for resolution of differences shall be followed. (See Section 13.5.)
  - 13.2.5.2 Meet periodically to assess progress.
  - 13.2.5.3 Meet and review in detail the final evaluation report. Should the evaluatee not agree with the report, the procedures for resolution of differences shall be followed.

### 13.3 Evaluation Sequence

- 13.3.1 Evaluation Process

The evaluation process begins on the first day of the employee's work year. Each evaluatee shall specify his/her plan to achieve District standards and any District initiatives. District standards serve to establish the broad purposes of our schools and to guide each employee in the planning and evaluation of his/her work. **The evaluation process outlined in Appendix 1 of the this Article shall be followed.**
- 13.3.2 The unit administrator holds one or more staff meetings to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.
- 13.3.3 Each work site develops work site objectives through staff participation.
- 13.3.4 Assistance in defining individual objectives may be found by reference to the California Standards for the Teaching Profession, District initiatives, unit objectives, District standards, site or departmental plans, individual job description, areas of pupil achievement and environmental control, performance areas needing improvement, and additional assigned duties and responsibilities.

- 13.3.5 For each objective, the evaluatee prepares an Evaluation Plan form. Objectives are prepared for cognitive items and may be prepared for effective items related to pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities.
- 13.3.6 Each evaluatee prepares an Evaluation Plan form. The body of the form is completed as follows:
- 13.3.6.1 Items I through VI are required evaluation items.
- Item VII, Other - Enter any additional items that are considered appropriate for evaluation.
- Support Requirements - Enter the required administrative and/or logistic support.
- Mitigating Factors - Enter circumstances, which may limit or inhibit success in achieving satisfactory control and learning environment.
- 13.3.6.2 Other Duties and Responsibilities:
- List only those to be evaluated.
  - Mitigating Factors - Enter circumstances, which may limit or inhibit success in satisfactorily carrying out duties and responsibilities.
- 13.4 Completed Forms**
- 13.4.1 Evaluatee shall provide the completed Evaluation Plans 1 and 2 to evaluator by the 18<sup>th</sup> work day after the beginning of the employee's work year or the 18<sup>th</sup> day after classes begin, whichever is later.
- 13.4.2 Initial conference between evaluator and evaluatee to review standards of performance shall be completed by the 27<sup>th</sup> work day after the beginning of the employee's work year or the 27<sup>th</sup> day after classes begin, whichever is later.
- 13.4.3 Evaluator shall have the appropriate Evaluation Report form initiated for evaluatee.
- 13.4.4 Evaluator and evaluatee shall review the evaluation process to be followed and the Evaluation Plans 1 and 2 completed by evaluatee.
- 13.4.5 Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives and activities, on standards of performance, on assessment procedure, on mitigating factors, and on common responsibilities and support that will be available to the evaluatee.
- 13.4.6 It is to be understood that there shall be periodic reviews of progress and changes in objectives, in standards of performance, and procedures as conditions change.
- 13.5 Disagreement**
- 13.5.1 When agreement cannot be reached between evaluator and evaluatee at the first conference, the second conference between the two shall be completed by the 30<sup>th</sup> workday after the beginning of the employee's work year.
- 13.5.2 When an agreement cannot be reached at the conclusion of the second conference, there may be a conference of both parties with the unit administrator, provided he/she is not the evaluator, or the optional step may be invoked. In either event, this step shall be completed by the 33<sup>rd</sup> workday after the beginning of the employee's work year.
- 13.5.3 The unit administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role.
- 13.5.4 When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.



- 13.5.5 If the optional step is chosen, each party may select a conferee. The two parties and the conferee shall meet jointly at the site to resolve differences and/or affect a compromise. Selected conferees shall be certificated personnel currently employed by the District. Conferees shall not be persons in direct line of responsibility, or persons who are official representatives of employee groups.
- 13.5.6 Should disagreement persist after the above steps have been taken, a written report shall be submitted by the evaluatee to the Associate Superintendent or to the Superintendent, as appropriate, who will review and make the final decision. Said review shall be completed by the 37<sup>th</sup> workday after the beginning of the employee's work year.

### **13.6 Activities During Evaluation Period**

- 13.6.1 During the evaluation period, the evaluator shall:
- 13.6.1.1 Notify evaluatee that there will be scheduled and unscheduled observations. A variety of techniques may be used, but they should be of sufficient duration and quality to make significant contributions to the process of performance evaluation.
  - 13.6.1.2 Confer with evaluatee within five (5) workdays following the observation. Evaluator and evaluatee shall discuss the observation and complete the Observation form. Appropriate entries shall be made on the appropriate Evaluation Report/Observation form.
- 13.6.2 The evaluator may also wish to enter the following on the Evaluation Report form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.
- 13.6.2.1 Evaluation plan includes those items which have an effect on the plan, e.g., "the evaluatee was absent for a month," "the evaluator did not receive the support needed to assist the evaluatee," etc.
  - 13.6.2.2 Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.
  - 13.6.2.3 "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.
  - 13.6.2.4 Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans 1 and 2. Comments may include reasons for variations from the Evaluation Plan.
  - 13.6.2.5 Evaluations shall be conducted in private conferences.

### **13.7 Probationary Interim Report**

- 13.7.1 A Formal ~~interim assessment~~ mid-year conference for first-year probationary personnel is to be completed by the second Friday in December.
- 13.7.2 The Evaluator shall prepare two sets of Evaluation Report forms at the beginning of the evaluation period. Entries shall be made on both sets of forms; one set to be used for the Interim Assessment Report for probationary-first year employees; one set to be used for the final Evaluation Report.
- 13.7.3 By the second Friday in December, the evaluator shall meet with the evaluatee and review the Interim Assessment Report. They shall discuss the strengths and/or weaknesses of the evaluatee's performance, with commendations and/or recommendations for improvement, and shall identify the procedures they will follow to facilitate such improvement.

### **13.8 Formal Evaluation Report**

- 13.8.1 By the last workday of April, the evaluator shall have met with evaluatee and reviewed the Evaluation Report.

- 13.8.2 The Evaluation Plan, **inclusive of SMARTe goals (see Appendix 1) shall be reviewed.** ~~be reviewed, as shall the “Degree of Achievement” on Evaluation Plans 1 and 2.~~ Ratings on the Evaluation Report, including any comments, are based on the Evaluation Plan developed at the beginning of the evaluation period and in accordance with Section 13.2.4.2 herein.
- 13.8.2.1 Engage/support all students in learning are rated in relationship to the established ~~Standards of Performance~~ **OETF** contained in the Certificated Evaluation Observation Form.
- 13.8.2.2 Create/maintain effective student learning environment is rated in relationship to the established standards for individual certificated personnel contained in the Certificated Evaluation Observation Form.
- 13.8.2.3 Understand/organize subject matter for learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.4 Plan/design instruction/learning experiences for all are rated in relationship to the item contained in the Certificated Evaluation Observation Form.
- 13.8.2.5 Assess student learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.6 Develop as a professional educator is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.7 Other duties and responsibilities are rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.8 Comments are to be used to commend ~~an outstanding~~ **exemplary** performance, to assist a ~~satisfactory~~ **proficient** evaluatee to improve and to provide assistance to facilitate improvement of an evaluatee who has a **beginning or developing** ~~an unsatisfactory~~ rating.
- 13.8.2.9 The evaluator shall discuss any recommended personnel action with the evaluatee.

### 13.9 Review of Unsatisfactory Rating

- 13.9.1 When an evaluatee wishes to review a “beginning” or “developing” ~~n-unsatisfactory~~ rating, an additional conference with the evaluator shall be held by the **third Friday in April** ~~5<sup>th</sup> workday in May~~. If the evaluator, however, is not the site administrator, the evaluatee and the evaluator shall confer with the site administrator by the **fourth Friday in April** ~~10<sup>th</sup> workday in May~~.
- 13.9.2 When an evaluation contains one or more unsatisfactory ratings, the evaluatee, after the additional conference with the evaluator and/or unit administrator, may submit a letter of rebuttal to be attached to the final evaluation report.
- The letter of rebuttal shall be submitted to the evaluator by the **first Friday in May** ~~15<sup>th</sup> workday in May~~. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the Director of Human Resources or their designee for review and response.
- 13.9.3 Review and response to the letter of rebuttal by Associate Superintendent or Superintendent shall be completed within ten (10) workdays after the final date for submitting the letter of rebuttal.
- The Director of Human Resources or their designee’s response shall be attached to the final report. Copies of the complete record (Evaluation Report, letter of rebuttal, official response) shall be filed in the unit member’s personnel file.

### **13.10 Probationary and Tenured Personnel**

Probationary and tenured personnel whose retention is doubtful shall be so notified in writing. Subsequently, the Employer shall proceed in accordance with the provisions of the collective bargaining agreement between the parties and Education Code provisions.

#### **13.10.1 Personnel Files**

- 13.10.1.1 The Human Resources Services and Support shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.
- 13.10.1.2 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be available for the inspection of the member involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 13.10.1.3 An employee's personnel file will be accessible for review on the following basis:
  - 13.10.1.3.1 The employee shall notify the Human Resources to schedule an appointment.
  - 13.10.1.3.2 The appointment shall be scheduled based on a twenty-four hour notice.
  - 13.10.1.3.3 Emergency exceptions to the above will be allowed based on the individual scheduling of the Department and the employee.
- 13.10.1.4 Every member of the unit shall have the right to inspect such materials upon request, provided that the request is made at a time when such member is not actually required to render services to the employing District. A representative of the employee's choosing may, at the request of said employee, accompany the employee in this review. The review shall be made in the presence of the administrator or the administrator's designee responsible for the safekeeping of this file.
- 13.10.1.5 Information of a derogatory nature, except material mentioned in 13.10.1.2 above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. An opportunity shall be provided within 15 workdays of the date of receipt of such material by the administrator. Any derogatory material regarding evaluation of an employee cannot be used in a unit member's incompetency case after four years. Such material shall be removed from the personnel file after four years from date of entry, and shall be sealed and deposited in the Superintendent's Office.
- 13.10.1.6 An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its contents. In the event that an employee refuses to

affix his/her signature to the document; a statement to this effect, together with that of a witness, shall be attached to the document by the Director of Human Resources Services and Support or appropriate administrator.

### **13.11 Complaints Against Employees**

- 13.11.1 Criticisms shall be conducted in a private conference.
- 13.11.2 An administrator receiving a formal complaint, which may lead to disciplinary action against any employee under his/her supervision, shall notify the employee of said complaint in writing within ten days.
- 13.11.3 All information forming the basis for disciplinary action shall be made available to the employee.
- 13.11.4 Material that may, as a result of any proven complaint, be entered into a unit member's personnel file, shall be processed in accordance with Section 13.10.1.
- 13.11.5 In the event of a complaint or charges of a derogatory nature which is ultimately not proven, no record shall be kept.
- 13.11.6 When charges and complaints are made directly to the Board, it shall in turn direct the Superintendent to notify the employee(s) of such charge or complaint.  
The Superintendent shall investigate the complaint and report the results to the Board of Education with a recommendation. Prior to taking any action adverse to the employee's interests, the Board shall afford such employee(s) an opportunity to discuss the matter directly with the Board.

### **13.12 Site Instructional Assistance Program (SIAP)**

- 13.12.1 Purposes
  - 13.12.1.1 To improve overall instruction and programs at each District site.
  - 13.12.1.2 To provide input and feedback for the improvement of instruction at each grade and/or department level.
  - 13.12.1.3 To provide multiple sources of assessment to achieve these purposes.
- 13.12.2 Tenured employees shall participate in the SIAP at least every two years alternating with Stull Evaluation year, probationary employees at least once each year during the probationary period.
- 13.12.3 Examples of the forms and questionnaires to be used in this procedure shall be appended to this Agreement as Appendix 813.12.3) " \s "Appendix 8" \c 8 .
- 13.12.4 After the first year of use, a review committee composed of four teachers to be appointed by OEA and four administrators will review and if necessary revise the forms.
- 13.12.5 Implementation of the Instructional Assistance Program
  - 13.12.5.1 Site administrators will obtain valid student or parent input into the assessment of Educational Programs and site personnel. District approved instruments and procedures based upon professionally recognized models and samples, including the use of student surveys conducted by the teacher in grades four and above and by parent surveys in grades three and below.
  - 13.12.5.2 Teachers and the site administrator shall jointly plan the means by which the implementation procedure will be employed.
- 13.12.6 General Provisions
  - 13.12.6.1 Program assessment data and information shall be kept in a confidential file at the school site, and shall only be available to the unit member and his/her union representative, and the site administrator(s).

- 13.12.6.2 Said data and information shall not be made available to any other District personnel without the prior written approval of the unit member and the site administrator(s).
- 13.12.6.3 Said data and information shall not be used in any unit member evaluation procedure, disciplinary process, or in any other punitive action.
- 13.12.6.4 If the unit member believes that said data and information has been used in a subsequent evaluation, he/she may challenge the evaluation, and if he/she can show that said evaluation was based upon or connected to the data/information, said evaluation shall be destroyed.
- 13.12.6.5 The SIAP shall not be implemented unless it is coupled with a process by which teachers and other unit members shall assess the various site administrators. To improve overall site administration, the frequency of which in each school shall be the same as the application of the SIAP for teachers and other unit members.

**For the Association:**

**For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer

## Article 13- Appendix 1

### A. EVALUATION PROCESS

Evaluation Activity	Proposed Timeline	
<b>Evaluation Introduction &amp; Handbook: Administrator</b> conducts meeting with <b>evaluatees</b> to inform them of the evaluation process and to provide them with access to the Evaluation Handbook.	By the 10 <sup>th</sup> workday for the evaluatee.  (Article 13.1)	Evaluation Handbook, including Objectives and Standards of Performance form.  (see proposed sample handbook)
<b>SMARTe Goals: Evaluatee</b> provides completed SMARTe Goals form to evaluator.	By the 18 <sup>th</sup> workday after the beginning of the evaluatee's work year or the 18 <sup>th</sup> day after classes begin, whichever is later.  SMARTe Goals: Specific: What specifics will help you know you've reached your goal? Measurable: What data will you use to measure progress? Attainable: With the information, resources and time that you have, can you obtain the goal of your action plan as you desire? Relevant: How is this goal relevant to you and your students? Time Bound: When will you collect data? By when will you complete this goal? Equity Focused: Does this goal support access and achievement for ALL students?	SMARTe Goal forms (Student Achievement; Professional Practice)

	(Article 13.4.1)	
<b>SMARTe Goal Conference:</b> Initial conference between evaluator and evaluatee to review SMARTe Goals form developed by evaluatee.	By the 27 <sup>th</sup> workday after the beginning of the work year or the 27 <sup>th</sup> day after classes begin, whichever is later.  (Article 13.4.2)	Completed SMARTe Goals forms
<b>Pre Observation Conference</b>	<i>Prior to the scheduled observation.</i>	Certificated Observation Form A1 or B1.
<b>Observations</b>	A minimum of 3 observations is required, 2 of which must be scheduled	Certificated Observation Form A1 or B1.
<b>Post Observation Conference</b>	<i>Within 5 workdays of the observation.</i>  (Article 13.6.1.2.)	Certificated Observation Form A1 or B1.
<b>Completion of Evaluation:</b> • Interim = for first year probationary teachers	<i>By the 2nd Friday in December.</i>  (Article 13.7.1)	Meet to review Interim Assessment Report, discuss strengths/areas of Improvement

<ul style="list-style-type: none"><li>• <b>Final = for all evaluatees</b></li></ul>	<p><i>By the last workday in April-</i></p> <p><i>(Article 13.2.3.7.)</i></p>	<p>Summarize information from Certificated Observation Form A1 or B1 and onto Evaluation Report for Certificated Employees A2 or B2.</p>
---	---	--



**TENTATIVE AGREEMENT BETWEEN  
OAKLAND EDUCATION ASSOCIATION AND  
OAKLAND UNIFIED SCHOOL DISTRICT**

**January 12, 2017-2018** 

All terms and conditions to remain as is except as follows:

**Article 14 - GRIEVANCE POLICY**

**14.5 Level I**

14.5.1 A problem not resolved at the pre-formal stage may be presented by the employee in the form of a written statement of grievance to the administrator to whom he/she reports. After this grievance procedure has been invoked, continued discussions between the unit member and the administrator are encouraged.

**14.5.2 Effective within sixty days following ratification of this agreement, the parties shall agree upon a jointly-developed electronic grievance form and tracking system to be maintained by the employer. Until this occurs, the language in the 2014-17 agreement shall be followed. Once the new electronic grievance form and tracking system is implemented, the written Level 1 grievance number, date filed, grievant name and name of the person against whom the grievance is filed shall be entered on an electronic form accessible to the grievant, the OEA grievance chair, the OEA President, CTA staff, the site leader or other individual involved in the grievance, Network Superintendents or other immediate supervisor, the Deputy Chief of Talent, and the Director of Labor Strategy, and the Superintendent.**

14.5.32 If the pre-formal procedure was not utilized, there shall be a conference with the Level I administrator and the grievant.

14.5.43 If the pre-formal procedure was utilized, either party may waive the conference.

14.5.54 The unit member and administrator may have a conferee present during all conferences.

14.5.65 The administrator must respond in writing within ~~ten (10)~~ **seven (7)** days after receipt of the grievance indicating the decision and supporting reasons. **If the administrator fails to render a written decision within ten (10) days, the grievance shall be escalated to Level II the requested remedy shall be granted.**

**14.6 Level II**

14.6.1 A grievance not resolved at Level I, or released ~~escalated~~ from Level I, shall be presented by the grievant within **seven (7)** ~~ten (10)~~ days from receipt of the Level I decision to the unit member's Leadership Director/Assistant Superintendent.

14.6.2 The Executive Director/Assistant Superintendent or designee shall have a conference with the grievant within ~~seven (7)~~ **ten (10)** days of receipt of the grievance in an effort to resolve the grievance, unless mutually waived. The Executive Director/Assistant Superintendent shall respond to the grievant in writing indicating the decision and supporting reasons within ~~seven (7) days~~ **ten (10)** days of the conference or within ~~seven (7)~~ **ten (10)** days of receipt of the grievance if the conference is mutually waived. **If the administrator fails to render a written decision within ~~fifteen (15)~~ ten (10) days twenty-one (21) days, the grievance shall be escalated to Level III the requested remedy shall be granted.**

**14.7 Level III**

14.7.1 A grievance not resolved at Level II ~~or escalated from Level II~~ **may shall be considered as** be presented to the Superintendent by the grievant within ~~ten (10)~~ **seven (7)** days after receipt of Level II decision. The Superintendent or Superintendent's designee shall review and investigate the matter, and may engage in a conference with the aggrieved unit member.

14.7.2 The Superintendent or designee shall respond in writing within ~~ten (10)~~ **seven (7)** days after receipt of grievance indicating the decision and supporting reasons. If the Superintendent or designee fails to render a written decision within ten (10) days, the matter shall be placed on the agenda for the regularly scheduled meeting between the OEA President or designee and the Superintendent. the requested remedy shall be granted.

14.7.3 Upon mutual agreement, the grievance will be referred to mediation. In the event there is no agreement, the grievance will be referred to arbitration.

#### 14.10 General Provisions

14.10.1 For purposes of efficiency, grievances involving similar issues may be consolidated by either party.

14.10.2 Unit member and all other persons appropriately involved in a grievance shall be free from restraints, interference, coercion, discrimination, or reprisal. Employer grievance forms shall be used for processing all grievances. Each written statement of grievance shall provide the following information and bear the signature and signature date of the grievant.

14.10.2.1 Listing of provisions of the contract alleged to have been violated or misapplied.

14.10.2.2 Description of the specific grounds of grievance, including names, dates and places necessary for complete understanding.

14.10.2.3 Listing of reasons as to why the proposed resolution provided at the prior level is unacceptable, with specific and factual data in support thereof.

14.10.2.4 Listing of specific actions requested of the Employer to remedy the problem.

#### 14.10.3 Time Limits

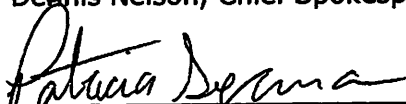
14.10.3.1 Grievance at Level I must be filed within twenty days after the employee knew or reasonably should have known of the circumstances that formed the basis for the grievance.

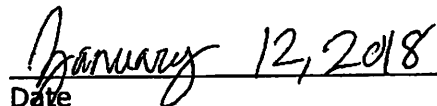
14.10.3.2 Appeals to Levels II and III must be filed no later than **seven (7)** ~~ten (10)~~ days following the date of receipt of a decision at the prior level. Grievances filed at Levels II and III pursuant to Section 14.10.3.1 must be filed within twenty (20) days after the grievant knew or reasonably should have known of the alleged violation or misapplication of the contract provisions(s). Appeals to arbitration must be filed no later than twenty-two (22) days following the date of receipt of a decision at the prior level.

~~14.10.3.3 Administrative response must be no later than seven (7) ten (10) days following the date of receipt of a grievance. If there is no administrative response within the specified time limits, the grievance shall be deemed to be escalated to the next level. may be filed at the next level. If the administrator fails to render a written decision within ten (10) days, the requested remedy shall be granted.~~

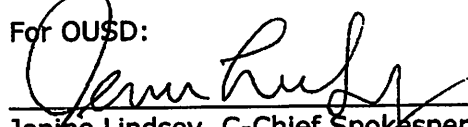
For OEA:

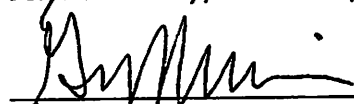
  
Dennis Nelson, Chief Spokesperson

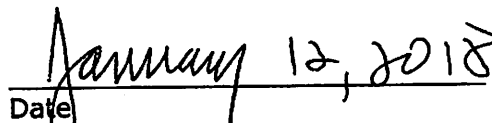
  
Patricia Segura, Notetaker

  
Date

For OUSD:

  
Jenine Lindsey, C-Chief Spokesperson

  
Gregory J. Dannis, Co-Chief Spokesperson

  
Date

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 15 - CLASS SIZE AND CASELOADS**

**15.1 Definitions**

- 15.1.1 Elementary Schools: Class size is the number of enrolled pupils assigned to each classroom teacher.
- 15.1.2 Secondary Schools: Class size is the number of enrolled pupils assigned to each classroom teacher on a daily basis.
- 15.1.3 Adult Schools: Class size is determined by the number of students in attendance each hour the class is scheduled.

**15.2 Class Size Procedures**

- 15.2.1 Beginning Grace Period: Elementary Schools at the beginning of the first semester only, monitoring and achieving maximum class size shall be completed within ten (10) school days.
- 15.2.2 Secondary Schools: At the beginning of the first semester, the District shall take action to achieve maximum class size within fifteen (15) school days. At the beginning of the second semester, the District shall take action to achieve maximum class size within ten (10) school days.
- 15.2.3 In the event the class size maximums are exceeded, the District agrees to take one or more of the following steps:
  - 15.2.3.1 Reclassification of the school where the class size maximums have been exceeded.
  - 15.2.3.2 Transfer of pupils to their neighborhood schools.
  - 15.2.3.3 Transport of pupils to schools that do not have overcrowding problems.
  - 15.2.3.4 Nothing in this subsection shall relieve the District of its obligations to maintain the class size maximums contained herein.

**15.3 Exceptions to Maximum Class Size**

Exceptions to class size maximums may be taken when space is inadequate and/or when health and safety of students could be imperiled. This exception shall only exist

until arrangements are made pursuant to Section 15.2 above to maintain class size maximums.

15.3.1 Emergency Exceptions (See "Emergency" definition in Article 3). In the event of an emergency, the individual class size maximums may be exceeded by up to two (2) students - provided the following procedure is followed:

15.3.1.1 The Principal/Site Leader may assign a student to an individual teacher's class.

15.3.1.2 Principals/Site Leaders shall make every effort to maintain all classes within a grade level as nearly equal in size as possible.

15.3.1.3 Class maximums must be re-established as soon as the emergency ceases.

15.3.1.4 The Joint OEA/USD Special Education Committee shall make recommended changes to this section regarding special needs students assigned to general education classes and the nature of inclusive practices. Those recommendations shall be communicated to the bargaining teams for consideration as amendments to this section.

#### 15.4 Categories – Elementary

The Employer shall not exceed the following class size maximums.

##### 15.4.1 Elementary Schools - Maximum Class Sizes Base Program

TK/Kindergarten	27
Grades 1-3	30
Grades 4-6	31

##### 15.4.2 Transitional Kindergarten (TK) through Grade 3

Under the current State Local Control Funding Formula (LCFF), school districts must make annual progress toward average class sizes of 24:1 per school site across grades TK through 3, and must reach that target by 2020-21. Commencing with the 2015-2016 school year, average class sizes across grades TK through 3 shall be 24:1 per school site based on the current 2020-21 LCFF target. Thereafter, class size for grades TK through 3 may be determined by future state laws and regulations.

Effective with the school year, the District shall make every effort regarding staffing and effective allocation of resources in a manner intended to achieve individual class sizes in schools with an unduplicated pupil percentage in excess of ninety (90) which should not exceed the following:

TK/Kindergarten

24

Grade 1-3	27
Grade 4-5	30

### **15.5 Categories- Secondary Class- Maximums**

#### **Categories - Secondary Schools - Maximum Class Sizes**

	Maximum Pupil Contact Per Day
<b>Basic Program</b>	<b>Class Size</b>
English	32 x 5 = 160
Foreign Language	32 x 5 = 160
Mathematics	32 x 5 = 160
Social Science	32 x 5 = 160
Non-Lab Science	32 x 5 = 160
Lab Science	31 x 5 = 155
Business Education (word processing)	Available Work Area or 34 x 5 = 170
Business Education (Other)	33 x 5 = 165
Industrial Arts	Available Work Area
Homemaking	29 x 5 = 145
Music	52 x 5 = 260
Physical Education	52 x 5 = 260
Arts - Crafts	27 x 5 = 135
Arts - Fine	30 x 5 = 150
ROTC	35 x 5 = 175

#### **15.5.1**

**Beginning with the 2019-20 school year, the class size maximums in sections 15.4 and 15.5 above shall be reduced by 1 student at schools with an unduplicated pupil percentage in excess of ninety (90).**

#### **15.5.2**

**Effective June 30, 2021, unless otherwise mutually agreed by the parties, the class size maximums in sections 15.4 and 15.5 above shall be reduced by 1 student at all schools beginning with the 2021-22 school year and carrying forward (This provision would increase the reduction to two (2) students, inclusive of 2019-20 school year reduction of 1 student, at schools with 90% or higher unduplicated pupil percentage.)**

#### **15.6 Adult Education - Maximum Class Sizes**

**15.7 Secondary Schools**

- 15.7.1 In the secondary schools, exclusive of adult education classes, the total student contact per day is based on five (5) periods at the maximum class size times five (5). An individual period may exceed the maximum per period stated in Section 15.5 above by three (3) students - provided that total student contact per day does not exceed the stated maximums in item Section 15.5 above.
- 15.7.2 The parties agree to work together when reconfiguration occurs in order to reduce class size in the middle grades and examine other related issues.

**15.8 Combination Classes at Elementary Schools**

When an elementary school combination class is being established for the start of a school year, the smallest class within the affected grade levels shall be the combination class, unless the teacher of the combination class prefers otherwise.

**15.9 Potential Staffing Allocation and Class Size Reductions**

The Employer and the Association shall collaboratively explore ways to achieve staffing allocations and class size reductions to be funded from alternative revenue sources, throughout the term of this contract. These sources may include but shall not be limited to Morgan-Hart secondary school class size reduction monies and/or a parcel tax directed to class size reduction.

- 15.9.1 These efforts will be especially designed to address class size reductions not specifically reduced in the preceding provisions of this article.
- 15.9.2 School Improvement Program (SIP) funds shall be utilized for class size reductions in schools not eligible for Desegregation funding if legally eligible for that purpose.

**15.10 Special Day Class (SDC)**

- 15.10.1 Effective with the 2017-18 school year, the District shall make every effort regarding staffing and effective allocation of resources in order to make assignments in a manner intended to achieve reasonably balanced caseloads and class sizes assigned to members which should not exceed the amounts below TK-12:

Mild to Moderate: 13

Moderate to Severe 10

- 15.10.2 The District shall monitor class sizes and caseloads. On at least a monthly basis the district and the Association representative(s), designated for this purpose shall meet. When an individual's class size approaches the amount designated above, the following steps will occur:

15.10.3 The District shall exhaust all available options to prevent the assignment of additional students that would cause the amounts above to be exceeded.

**15.10.4. If a member's class size exceeds the amounts above, a written support plan shall be implemented within 45 20 days from the date a student is assigned to the unit member's class.**

**15.10.6.1 This written support plan may include, but must not limited, to one or more of the following:**

- i. **Evaluation of the level of special education support staff according to the needs of the class.**
- ii. **Identification of school or other environmental resources, etc.**
- iii. **Additional planning/preparation time; and/or**
- iv. **Additional compensation subject to written approval of the Executive Director of Special Education.**

**15.10.5 To the extent possible, the support plan shall be based on mutual agreement.**

**15.10.6 A monthly written report after each OEA and District meeting will be produced tracking the monitoring of the class sizes/caseloads and actions decided on and followed through with.**

**15.10.7 In no event shall any provisions of this section be construed to support or result in the denial of placement of or services to students in any classroom.**

**For the Association:**

**For the District (District)**

\_\_\_\_\_  
Dennis Nelson, Chief Spokesperson

\_\_\_\_\_  
Jenine Lindsey, Chief Spokesperson

\_\_\_\_\_  
Lusa Lai, OEA

\_\_\_\_\_  
Marcus Battle, Chief Business Officer

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 17 - SAFETY AND SECURITY CONDITIONS**

**17.1 General**

The District and the Association are jointly committed to provide for the safety and security of all staff. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or environments, or to perform tasks that endanger their health, safety, or well being.

The parties support Oakland’s status as a sanctuary district and agree that no member shall be required by District management to cooperate with Federal immigration authorities in regards to the immigration status of students or parents of students. **Board Resolution 1617-0089 shall be incorporated herein as Appendix \_\_\_\_\_**

The parties agree that when it comes to student discipline, restorative practices are preferable to punitive ones and that interaction with the criminal justice system is to be avoided whenever possible. ~~For the duration of this agreement, staffing and funding for restorative justice programs shall remain at least at budgeted 2017-18 levels. The parties agree that if the requisite funds must be drawn from other resources, the OUSD police budget shall be the first source of funds.~~

Effective July 1, 2019, unit members shall participate in restorative justice and positive behavior incentive system, training on an annual basis. Such trainings shall take place on a) one of the three (3) staff development day included in the work year for 186 day unit members (formally known as buy-back days); or b) during professional development time occurring on Wednesdays or other minimum days. Further, should additional one-time or on-going revenues from public or private sources become available for this purpose such funds may be used to restore the cuts in Restorative Justice programs in **Board Resolution 18-2727.**

**17.2 Fire and Disaster**

Neither the Employer nor the unit members shall knowingly violate the provisions of the California Fire Code and/or the Oakland Fire Code. Fire and other emergency action plans have been developed at each work site and unit members should familiarize themselves with details of such plans, including building evacuation routes, the locations to which students are to report in the event of an air raid or other civil disaster, and the administrator in charge in the event of an emergency.

**17.3 Disruptive Actions by Students**

Unit members may send to the appropriate administrator those students whose actions are



disruptive to his/her classroom instructional program. Should the student refuse to comply, the administrator shall be so notified and appropriate action shall be taken to remove the student from the immediate environment. In response to student behavior under this section, unit members retain the right to exercise a two-day student suspension under Education Code section 48910. Prior to the student being returned to the unit member's class, the administrator shall communicate with (provide feedback to) the unit member to discuss the student's conduct.

#### 17.4 Assault, Attack or Threat Against a Unit Member by Students

17.4.1 The unit member shall report the incident immediately to the administrator in charge or designee, who shall immediately report the incident to the police and notify the student's parent, guardian or other responsible adult immediately. In addition, the unit member retains the right to notify the police directly.

17.4.2 The unit member shall prepare a written statement concerning the incident and present it to the site administrator who will then add his/her remarks, if any, to the statement, and then forward it immediately to the Oakland Police Department.

17.4.3 A unit member who is the victim of an assault, attack or threat, verbal or physical, and who so requests, shall be immediately granted the remainder of the day of the assault, attack or threat released from duty. These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 11 - Leaves.

17.4.4 Students involved in a physical assault, attack or verbal threat, against a unit member, shall not be returned to the unit member's class(es) until a meeting between the unit member and an administrator is held, and the consequences to the student(s) for the misconduct has been determined. When a student is referred to the District' Disciplinary Hearing Process (DHP) the student shall not be returned to the classes of the bargaining unit member from which the student was removed until the DHP is completed.

17.4.5 If it is finally determined that a student is the perpetrator of an assault, attack or threat, verbal or physical, against a unit member, that student shall not be returned to the unit member's class(es) or caseload for the remainder of the instructional year.

17.4.6 The Employer shall comply with and implement all provisions of Education Code section 49079 regarding prior student conduct to unit members.

#### 17.5 Civil Disorder

Should conditions of civil disorder or student unrest develop to the extent that, in the Superintendent's judgment and in consultation with the FC's where practicable, a school

or schools cannot be kept open with reasonable assurance of safety to pupils and unit members, the Employer shall declare an emergency closing of the school for a period of time considered necessary by the Employer. Teaching days lost at the site because of such closure shall be counted as if they were days served within the unit member's contracts, with no loss of salary. After school has been closed, a faculty meeting shall be called by the site administrator to plan for the orderly reopening of the school.

#### 17.6 Unauthorized Person(s)

17.6.1 When unauthorized person(s) are observed on school premises, they shall be reported to the administrator or designee, who shall enforce the "no loitering" rules of the Employer by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.

17.6.2 The parties acknowledge the importance of campus security. The Employer will seek to implement measures to provide a secure campus learning environment at each school site. Recommendations from the FC and the Employer Safety Committee shall be sought. (See 7.2.)

#### 17.7 After School

The Employer has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for pre-planning and safety determination of after-school events have been established for local sites as well as District-wide events. At the school site, the administrator and FC (see 7.2) meet for the purpose of pre-planning and review of the school's after school athletic or other events for which there may be a question of student or staff safety. Should the Principal/Site Leader and the FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the Employer Events Safety Council.

17.7.1 Difference of opinion on matters under consideration by the Council may be appealed to the Superintendent and if deemed appropriate to the Board of Education, whose decision shall be, considered final.

17.7.2 Should the unit member believe an assigned duty to be unsafe, the unit member shall discuss the matter with the site administrator, who will endeavor to develop a satisfactory solution to the problem. Should the administrator's solution to the problem be considered as unsatisfactory, the unit member may appeal the problem, in writing, to the appropriate Associate Superintendent for further consideration.

#### 17.8 Procedures Regarding Unsafe or Harmful Conditions

Unit members shall report in writing unsafe or harmful or potentially unsafe or harmful working conditions to the immediate administrator who shall investigate and take action to remedy the unsafe or harmful condition. If, within five days, the site administrator

cannot remedy the conditions through the Buildings and Grounds services, ~~he/she~~ **they** shall notify the appropriate Assistant Superintendent **and the unit member by the end of the fifth day. Within five (5) days.** The appropriate Assistant Superintendent shall initiate action to remedy the condition and monitor the progress to ensure that the condition is corrected within a reasonable period of time. The determination of a reasonable period of time shall be made by the appropriate Assistant Superintendent **but, shall not be longer than thirty (30) days.**

17.8.1 If the condition has not been corrected, the appropriate Assistant Superintendent may take whatever steps are necessary to ensure the safety of the affected students and staff, including closing that portion of the school site.

17.8.2 Employer shall provide, publish, and post rules for safety and prevention of accidents, and spread of communicable diseases, and provide protection devices where they are required for safety of unit members.

17.8.3 Unit members shall work with the site administrator to maintain safe and sanitary conditions in their teaching or work areas of responsibility. Unit members shall have the opportunity to make suggestions and recommendations to the site administrator affecting the safety at the site. Unit members, as employees of the Employer, are protected in the event of injury to their person during the performance of assigned duties to the extent defined in the Workers' Compensation provisions.

17.8.4 Unit members shall seek the assistance of the site administrator in moving heavy equipment.

17.8.5 The Employer agrees, to the fullest extent possible within the current maintenance budget, to provide lighting at night functions, which are approved school activities.

17.8.6 The Principal/Site Leader, in consultation with the FC (see 7.2), shall develop and implement necessary security provisions for night functions, which are approved school activities.

17.8.7 Every effort will be made to perform painting, roofing, and other repairs on days when schools are not in session.

#### 17.9 School Site Discipline Committee

A school site discipline committee shall be established at each school representing parents, unit members and students, if appropriate, to assist in the development of school site procedures relating to student conduct and school site safety. School site discipline committees shall be advisory to the Principal/Site Leader and shall report in writing to the appropriate Assistant Superintendent or his/her designee annually.

#### 17.10 Safety Information

The Employer shall annually utilize a portion of one of the initial planning days to review with unit member's key sections of this Agreement, administrative bulletins, and laws, which pertain to safety/discipline.

#### 17.11 Classrooms

The Employer shall provide every classroom and unit member work area on Oakland Unified School District (OUSD) property with:

17.11.1 A working telephone, or intercom, or other means of electronic communication with office personnel available to receive calls during the unit member's work day, and

17.11.2 Peepholes or windows in classroom doors to provide visibility into the hallways or outdoor area.

#### 17.12 Maintenance

Regularly scheduled classroom cleaning, trash removal and maintenance of school grounds at each site shall be maintained.

#### 17.13 Employer Safety Committee

In order to confront increasingly significant district wide problems of safety at school sites; The parties agree to the formation of a cooperative Safety Committee made up of **twelve (12)** members, four to be appointed by the Association who will represent all Unit members including ECE, Pre-school/elementary, middle school and secondary/adult school sites unit members, ~~including~~ four to be appointed by the Superintendent representing Legal and/or Labor Relations, Budget and school-site administration **and four to be appointed by the Local Control Accountability Plan (LCAP) Parent-Student Advisory Committee (PSAC)**. The Committee will gather concerns and suggestions **relating to issues of student and school staff safety including but not limited to environmental hazards, natural disaster preparation, fire safety, threats of violence, and issues impacting school climate, including the efficacy of restorative practice**. The Committee will arrive at recommendations for action through consensus. Committee recommendations for action will be directly presented to the Superintendent. The Committee will issue monthly reports back to the site Faculty Councils and site administrators, with copies to the Association. **In addition, the Committee shall issue an annual report to the Governing Board, the OEA and the LCAP PSAC no later than April 30 of each school year regarding the concerns received and their resolution.**

#### 17.14 Vehicle

17.14.1 In recognition of the special circumstances facing unit member in Oakland schools, the District will reimburse unit members when their personal vehicles have been vandalized on or in the immediate vicinity of school site property while the unit members is engaged in professional duties, subject to the following conditions:

17.14.2 Reimbursement will be determined on a case by case basis, as indicated below:

17.14.2.1 Reimbursement will not exceed the amount of insurance deductible or three hundred dollars whichever is less.

17.14.2.2 Reimbursement will be based upon proof of damage and cost of repair to the vehicle due to vandalism during duty hours, including police reports, personal affidavits, witness statements and/or photographs.

17.14.2.3 Reimbursement will be based upon proof of loss if submitted to the insurance carrier and proof of the amount of the policy deductible.

17.14.2.4 Reimbursement shall be made within thirty days of submission of claim, or as soon as practicable.

17.14.2.5 Unit members will cooperate with the Employer in connection with any rights of subrogation accruing to the District by virtue of any payment made pursuant to this article.

#### 17.15 Teacher Initiated Suspension Form

The OUSD Teacher Initiated Suspension Form shall be found in Appendix 15 (F6) of this Agreement.

#### 17.16 Use of Recording Devices

17.16.1 The District may employ the use of video and/or audio recording devices in non-classroom areas in order to enhance school safety. The District agrees that such use shall fully comply with the Education Code 51512 regarding the use of recording devices in classrooms.

17.16.2 In gymnasiums and other multi-use facilities, the District agrees to use signage or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of rights under Education Code 51512.

#### **For the Association:**

#### **For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**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) and Music Instructors shall have a permanent room at each site which includes a locking door, and a locking file, wherever possible. These spaces may be shared with other certificated unit members.**

**21.2 Counselors**

- 21.2.1 ~~Beginning with the 2015-2016 school year, the~~ The following provisions shall apply to the allocation of counselors to every site serving sixth (6<sup>th</sup>) 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 based upon a District-wide ratio of ~~600:1~~ **550:1 (effective July 1, 2019) and 500:1 (effective July 1, 2020).** This shall not be

construed to prevent or discourage the use of District and/or local resources to improve this ratio.

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.
- 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~~ **600:1 (effective July 1, 2019) and 550:1 (effective July 1, 2020)**.
- 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).
  - 21.2.5.1.1 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~~ student-counselor ratio of **600:1 (effective July 1, 2019) and 550:1 (effective July 1, 2020)** 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 expand 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 (6<sup>th</sup>) 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 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. 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 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

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

#### **21.4.3 District Bilingual Advisory Committee**

- 21.4.3.1.1 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.

### **21.6 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.

21.6.2.1.1 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. Except in emergencies, librarians shall not be assigned duties (e.g.: substituting) that are not in their general job description.

## 21.9 Nurses

- 21.9.1 The maximum caseload of a nurse shall not exceed 1:1350.

- 21.9.2 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.

- 21.9.3 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.

- 21.9.4 **The District and OEA shall establish monthly joint meetings of a Nurse's Faculty Council/Joint Committee, to facilitate communication between representatives of the Nurses and District administrative personnel. The Nurse's Faculty Council shall conduct a joint study to inform best practices for recruitment and retention of school nurses and management of district-wide caseload overages.**

## 21.10 Psychologists

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.

**21.10.1 Effective July 1, 2019, the maximum caseload for each psychologist shall not exceed 725:1. Alteration of the ratio set forth in this section due to a reduction in force shall not result in a District-wide ratio greater than 750:1.**

**21.10.2 Effective July 1, 2020, the maximum caseload for each psychologist shall not exceed 700:1. Alteration of the ratio set forth in this section due to a reduction in force shall not result in a District-wide ratio greater than 725:1.**

**21.10.3 The District may utilize Psychologist interns, if available, for up to 12 months. If Psychologist interns are utilized, then any supervising psychologist will be provided a minimum of two (2) hours of time per week for the supervision of their intern.**

**21.10.4 The District will make every effort to utilize temporary or substitute School Psychologists to cover sites where there is a vacancy due to extended leave or mid-year resignation.**

#### **21.11 Speech and Language Pathologist Specialists (SLP)**

~~Beginning with the 2015-2016 school year~~ Each SLP shall be provided two (2) release days 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.

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

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

21.11.2 ~~Beginning with the 2015-2016 school year,~~ 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.

21.11.3 Utilization of SLP shall be consistent with state law.

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

21.11.5 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.

21.11.6 **Effective with the 2019-20 school year, the SLP caseload for an individual SLP shall not exceed the average of 55:1. Effective with the 2020-21 school year, the caseload for an individual SLP shall not exceed the SELPA-wide average of 50:1.**

## **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, Workday, and Section 14 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) students shall be placed through the IEP process in classes with peers of comparable 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 classroom teachers whenever possible.
- 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 the same as those established for all other regular classroom teachers.
- 21.13.6 The SDC teacher may work with his/her supervisor to prioritize the classroom services of the paraprofessional(s) consistent with the job description for the paraprofessional(s).
- 21.13.7 SDC teachers shall be invited to participate in the interview process to fill paraprofessional 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.
  - 21.13.8.1.1 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 paraprofessional position shall be allocated to each established SDC. The preceding sentence shall not limit the Employer's ability to layoff or otherwise manage paraprofessionals. 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 SDC Class believes that the majority of his/her students are severely handicapped, he/she may request a meeting with the appropriate Special Education coordinator to review the appropriateness of the class designation as NSH.
- 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.
- 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 RS will be invited to participate in the interview process to fill IA vacancies in their programs. It is understood that this language does not apply if a permanent RS is not currently assigned to this position.
    - 21.14.2.9.1 Each RS shall submit to the Site Administrator recommended work schedule and work responsibilities for any IA assigned to their program.

- 21.14.2.10 RS are responsible for providing programmatic guidance including orientation to IA assigned to their program.

#### 21.14.3 Caseload Limit

- 21.14.3.1.1 No individual RS shall be assigned more students than the state caseload maximum **28:1. Effective with the 2020-21 school year, the caseload for RS shall not exceed 27:1.**

#### 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 **Special Education Committee (see Article 16.3)** ~~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 General Provisions

- 21.15.1 The full inclusion student shall count as part of the regular education teacher's class size roll.
- 21.15.2 The general education teacher shall receive a copy of the student's IEP.
- 21.15.3 Any full inclusion student with an IEP shall be included in the Special Education case carrier's caseload.
- 21.15.4 The Special Education case carrier 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 IA/AHC assigned to their programs.
- 21.15.5 The Special Education case carrier in consultation with the general education teacher(s) is responsible for providing program guidance, including orientation to IA/AHC assigned to their programs.

- 21.15.6 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.
- 21.15.7 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.
- 21.15.8 The Principal/Site Leader, upon receiving a copy of the IEP, shall assign a 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 and the unique needs of the student.
- 21.15.9 The Special Education case carrier 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 a full inclusion student may have such a request considered as one of the placement factors.
- 21.15.10 This is for information only. A unit member may request an IEP review to be held pursuant to California Special Education Code Section 56343.
- 21.15.11 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 a full inclusion student will receive one (1) day per month of release time via a rotating substitute.
- 21.15.12 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.

#### **21.16 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 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 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 **Error! Reference source not found.**

#### **21.18 Substitute Teachers**

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.

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

21.18.2 The daily, and 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 (45<sup>th</sup>) 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.~~

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:

21.18.5.4.1 Elementary

Secondary

21.18.5.4.2 a) Elementary credential

a) Fully credentialed in subject area

21.18.5.4.3 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.

21.18.5.6.1 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 **Assignment Cancellation by Substitutes**

21.18.5.7.1 **Substitutes eligible for sick leave pursuant to Article 11.3.3.1 shall have access to sick leave forms made available online for utilization by substitutes with the appropriate instructions.**

21.18.6 **Duties of a Daily Substitute**

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

21.18.6.2 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.

21.18.6.3 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.

21.18.7 **Duties of a Long-Term Substitute**

21.18.7.1.1 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:

21.18.7.2 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**

21.18.8.1.1 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.

21.18.8.2 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**

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

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

21.18.9.3 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.

21.18.9.4 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.

21.18.9.5 ~~A substitute teacher shall be considered as long-term after the 14<sup>th</sup> day of continuous duty in the same daily assignment, and shall be paid for the 15<sup>th</sup> day at the long-term rate. The substitute shall commence long-term duties on the 15<sup>th</sup> day of service if qualified and continuing in the assignment. A substitute teacher will be compensated at the Long-Term Rate for any full days of service after the 30th day of service. 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 21.18.9.4. 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. Substitute teachers that work 60 days will remain at the long term rate the following school year and will be reviewed annually for eligibility.~~

~~21.18.9.5.1 Beginning July 1, 2006, a substitute teacher will be compensated at the Long-Term Rate for any full days of service after the 30<sup>th</sup> day of service in a given school year and the Extended Long-Term Rate for any full days of service after the 60<sup>th</sup> 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 21.18.9.4. 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.~~

~~21.18.9.5.2 Beginning July 1, 2006, Any 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, any 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 21.18.9.4. This provision is only applicable for the 2006-2007 school year.~~

21.18.9.6 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**

21.18.11.1.1 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.

21.18.11.2 Qualifications for Participation

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

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

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

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

21.18.11.3 The District will:

21.18.11.3.1 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.

21.18.11.3.2 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.

21.18.11.3.3 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.

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

21.18.11.3.5 Determine the home base school for each STIP participant.

21.18.11.4 The STIP Substitute will:

21.18.11.4.1 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.

21.18.11.4.2 Sign a temporary contract designed specifically for this purpose.

21.18.11.4.3 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 Supports

21.22.1 **Beginning with the 2019-20 school year, schools with 50 or more newcomer students shall be allocated 0.5 FTE to support newcomer students. Schools with 100 or more newcomer students shall be allocated 1.0 FTE.**

**For the Association:**

**For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer

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



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.

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.

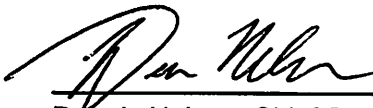
Statement of Interest forms shall be distributed to all unit members at participating sites or programs by April 30th. All positions unfilled by unit members at a site shall be posted District-wide by May 15th.

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.

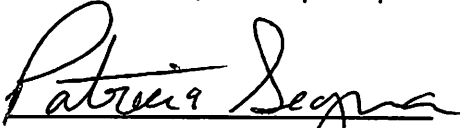
The District shall provide the Association with a list of those selected and the participating sites and programs by the first Friday in June.

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

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 24 - COMPENSATION**

**24.1 Compensation by Fiscal Year**

**For the 2018-19 school year, the District shall provide increased compensation to unit members as follows:**

- a) **A one-time off the schedule salary payment (bonus) equal to 3% of annual base salary as of December 31, 2018 (applicable to all unit members employed at the time of ratification).**
- b) **Effective January 1, 2019 a 3% increase to all salary schedules (retroactive applicable to all unit members employed at the time of ratification).**

**For the 2019-20 school year, the District shall provide increased compensation to unit members as follows:**

- a) **Effective January 1, 2020, a 2% increase to all salary schedules.**

**For the 2020-21 school year, the District shall provide increased compensation to unit members as follows:**

- a) **Effective January 1, 2021 a 3.5% increase to all salary schedules.**
- b) **Effective June 30, 2021 at 11:59 pm, a 2.5% increase to all salary schedules.**

**Effective July 1, 2020 the parties agree to amend the K-12 Salary Schedule as follows:**

- A) **One additional step (step 32) shall be included on the K-12 salary schedule.**
  - a) **Step 32 shall be 5% higher than Step 31.**



24.1.1 **Substitute pay shall be as follows:**

1) **Daily Rate:**

a) **1-30 days per academic year: 70% step 1/column 1 of the K-12 salary schedule.**

2) **Extended Rate:**

a) **31 days or more per academic: 80% step 1/column 1 of the k-12 salary schedule.**

b) **Retired OUSD teachers shall be eligible for the extended rate on the first day of service as a substitute.**

**3) Retention rate:**

a) **Substitutes who work 60 days or more shall be eligible to continue at the extended rate in the subsequent school year.**

**Nurse Retention Bonus and Salary Increase**

a) **Nurses shall receive a \$10,000 annual bonus in May of 2020 and May of 2021 to support recruitment and retention and as compensation for temporary management of increased caseloads ("red schools")**

b) **Eligibility: All nurses must be currently employed by the District at the time of disbursement to be eligible.**

c) **Effective June 30, 2021 at 11:59pm a separate salary schedule shall be created to increase current nurse salaries by 9% (based on salary placement as of June 30, 2021).**

24.1.2 General Provisions for Placement on Teachers Salary Schedule

24.1.3 Registration of Credentials

24.1.3.1 The Education Code provides that no person shall be paid for services in a position requiring certification qualifications until the credential has been registered with the County Superintendent of Schools.

24.1.3.2 It is required that certificated unit members shall have on file in the Human Resources Services and Support copies of the credentials authorizing the services, subjects or grades they are teaching. The County Superintendent of Schools issues copies upon the receipt of the unit member's credential in that office.

24.1.4 Salary warrants shall be issued on the last working day of each month, as specified in Education Code section 45048.

24.1.5 All unit members will be paid in accordance with the appropriate salary found in the Appendices. (See Appendix 1.) Effective July 1, 2015, all Adult Education unit members will be paid in accordance with the "Salary Schedule Adult Contract Teachers" schedule. (See Appendix 1.4)

24.2.3)" \s "Appendix 1" \c 8

24.1.6 Step Increase Requirements

Initial Placement: Credit for service shall be allowed on the Salary Schedule at the rate of one increment (step) for one year of certificated teaching service, up to a maximum of twelve (12) increments.

All current District employees hired as an Adult Education unit members shall be placed at a step above and closest to the employees current pay rate. Adult Education unit members who are hired from outside the District shall be placed on Step 1 of the salary schedule.

All unit members shall advance one step on the salary schedule for each year of service in the District except those whose placement is at the maximum step for their class.

24.1.6.1 Unit members must work seventy-five (75%) of the regular full-time days that school is in session in order to have the year count as a year of experience on the Salary Schedule. Adult Education unit members must work seventy-five (75%) of the full-time equivalent hours in order to have the year count as a year of experience on the salary schedule.

24.1.6.2 Unit members participating in a shared teaching assignment for less than 75% of the regular full-time days that school is in session shall receive credit for a year of experience on the Salary Schedule for each two (2) years in which they participate in such an assignment. Adult Education unit members working less than seventy-five percent (75%), but more than thirty-eight percent (38%) of the full-time equivalent hours shall receive credit for a year of experience on the salary schedule for each two (2) years of service below seventy-five (75%).

24.1.7 Upon application for initial employment, a unit member may be granted salary schedule credit, at the discretion of the Director of Human Resources for previous non-teaching experience. The fully verified non-certificated paid service must be deemed by the Employer to be in a shortage field and be directly related to the certificated assignment.

Credit will be evaluated on the basis of one (1) step for each two (2) years of acceptable experience within the past ten years. Outside experience credit that is granted is limited to a maximum of five (5) years on the salary schedule.

The Employer's decision in granting said non-teaching experience shall be made prior to the candidate's employment. Subsequently, a unit member may apply to the Director of Human Resources for additional non-teaching experience credit within the time frames identified herein.

24.1.8 A teaching assignment in the Peace Corps or Vista shall receive year-for-year credit for such service on the salary schedule up to a maximum of five (5) steps. Requests will be reviewed by the Director of Human Resources, who will determine if the experience will receive credit. Active military service will be credited according to the following table.

2-3 years	1 step
4-5 years	2 steps

6-7 years	3 steps
8-9 years	4 steps
10+ years	5 steps

## 24.2 Column Requirement

- 24.2.1 All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit members. All transcript verifications must be received within sixty (60) days of the signing of the unit member's initial contract.

Earned degrees received and semester units earned at an accredited college or university shall be allowed for initial placement and subsequent horizontal movement on the Salary Schedule.

- 24.2.2 Units offered to meet requirements for advancement to Columns 2-6 must be completed in an accredited college or university that offers a degree beyond BA.

Transcripts must be official and bear the Registrar's seal and signature. All work submitted for salary class advancement must carry upper division and graduate credit. Graduate credit is established by the institution offering the work and is validated by an official transcript.

- 24.2.3 Graduate and upper division semester hours (units) as defined by the particular accredited college, University or institution will be acceptable for placement and/or advancement on the salary schedule. Graduate and upper division quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

- 24.2.3.1 Lower division courses taken after the BA is earned and taken at accredited institutions, as stated above, may be accepted for Salary Schedule credit if approved in advance by the Director of Human Resources. The approval shall be on the basis that such hours are in courses, which pertain, to/or may be reasonably expected to enhance the work skills of the unit member.

- 24.2.3.2 Course work for salary placement of new employees will initially be evaluated by the Human Resource Division, based upon the same criteria as defined herein except that no prior approval shall be required.

- 24.2.4 Equivalency units in the form of travel, foreign study, authorship, special experiences, related summer work experience and other activities, which can be considered as related to the teaching assignment, shall be considered.

- 24.2.4.1 Maximum – Thirty (30) equivalent units is the maximum allowed between Column 1 and the doctoral equivalency. The acceptability of all equivalent units referenced in this section shall require the approval of the Director of Human Resources before the activity is undertaken.

- 24.2.4.2 Travel – Equivalency credit may be granted for planned and specific travel that is related to the unit member's assignment. Such travel would be preceded by study, would feature an educational itinerary, and would be followed by direct and obvious classroom applications. The plan of travel must be approved in

advance by the Director of Human Resources. Upon return or before the third Friday in November, the Post Educational Travel form must be completed before credit will be granted. Approved travel shall be evaluated at the rate of one (1) unit per week for foreign travel and one-half (1/2) unit per week for domestic travel. Trips of less than three (3) weeks' duration shall not be considered. The maximum credit for travel in one summer is six units and the total maximum is twelve (12) units.

Ordinarily no equivalency credit is allowed for prior travel. In exceptional cases, where there has been extensive travel having a direct relationship to the teaching assignment, the teacher may apply to the Director of Human Resources for a special evaluation. Credit is not granted for travel experience acquired before the Baccalaureate Degree.

24.2.4.3 Related Summer Work Experience – Unit members may be given credit for work experience during the summer if the work is related to their assignment.

24.2.4.4 Workshop, private study and work at specialized schools such as art, business, and music will be evaluated by the Director of Human Resources. Any credit value for the work will be calculated on the following basis:

- University lecture rate  
15 hours, including preparation time = 1 unit
- Laboratory work  
30 hours, including preparation time = 1 unit
- Studio work
- 45 hours, including preparation time = 1 unit

24.2.4.5 District in-service training units will be calculated at a rate of one (1) unit for each fifteen (15) hours of approved in-service training participating and usual prep time.

24.2.5 In order to be upgraded on the salary schedule for a full year, the unit member must file any materials for upgrading according to the following schedule:

<u>Assignment Type</u>	<u>Material Filing Date</u>
10 months	Third Friday - Nov.
11 months	Third Friday - Oct.
12 months	Third Friday - Sept.
Year-Round School	Third Friday - Sept.

24.2.6 For a change of classification for a school year, credit must be earned and courses completed before the first school day of the second semester. Materials must be submitted by the following schedule.

<u>Assignment Type</u>	<u>Material Filing Date</u>
10 months	Third Friday - April
11 months	Third Friday - March

12 months  
Year-Round School

Third Friday - Feb.  
Third Friday - Feb.

- 24.2.7 A Unit member who has completed requirements for upgrading on the salary schedule prior to these dates but, because of circumstances beyond his/her control is unable to present evidence to this effect, shall be reclassified for either the Fall or Spring Semester, whichever is relevant, and retroactive salary shall be allowed when the unit member presents proper verification of successful completion of requirements.

### 24.3 **Anniversary Increments**

An additional amount will be added to the basic salary as provided in the salary schedule to an employee after twenty or twenty-five years of creditable service in Oakland. Creditable service shall be defined as the total number of full years of outside experience granted at the time of employment plus the total number of years served in Oakland since first employment in the District. An employee who has completed twenty or twenty-five years of creditable service shall notify the Human Resources Services and Support of his/her eligibility by completing forms provided for this purpose by the Human Resources Services and Support.

### 24.4 **Special Rates for Certain Unit Members**

#### 24.4.1 Stipends

Assignment to a position that qualifies for payment of a stipend shall be for one year only. If the position continues beyond one year, non-reassignment shall be for good cause only.

Positions in this category are Teachers on Special Assignment, Senior High School Department Heads, including Librarians and Head Counselors, Head Teachers, Audiometrists, ROTC instructors, yearbook supervision.

Authorization for payment of such stipends shall automatically terminate at the expiration of that year, unless the unit member is notified, to the contrary by the Board of Education or its authorized representative.

#### 24.4.2 Other Stipends

##### 24.4.2.1 Placement of Elementary Pupils in Other Classrooms when Substitutes are not provided.

- 24.4.2.1.1 Teachers not receiving their preparation periods shall receive the following compensation: The rate of pay shall be the teacher's hourly per diem from beginning of the 2000-01 school year. (See Appendix 1324.5.2.1)" \s "Appendix 13" \c 8 )

- 24.4.2.1.2 When teachers provide substitute coverage to parts of classes for which substitutes are not provided by the Human Resources Services and Support under circumstances where a substitute is normally authorized, the pay which would have been paid to a daily substitute unit member shall be paid proportionally to the unit members involved. (See Appendix 13)

24.4.2.2 Use of Regular Classroom Teachers for Preparation Period Substitute

When the regular classroom teachers must cover the preparation period because no substitute has been provided, under circumstances where a substitute is normally authorized, the unit member will be paid per period as provided in the salary schedule.

In order for the regular classroom teacher to receive payment for preparation period substitute duty, the teachers is required to work 50 minutes on one day during the same calendar month or within a month of the day of service. This work must be accomplished and approved before or after school hours at the school site by the Principal/Site Leader.

24.4.2.3 Use of Conference Period for Substitute Duty at Secondary Level

When a regular substitute has not been assigned from the Employer, secondary school unit members shall be paid per period as provided in the salary schedule for each conference period used for substitute teaching under circumstances where a regular substitute is normally so assigned, and when such unit members remain on duty in the school after regular working hours for an amount of time equivalent to the substitute service time on any day during the same calendar month of the day of services.

24.4.2.4 Unit members who teach an additional regular on-going teaching assignment beyond their regular assignment for grades 6-12, will receive pro-rata salary schedule pay.

24.4.2.5 National Board Certification Stipend

National Board Certification                      \$1,000 per year, from Measure E

## 24.5 Salary Provisions for Certain Unit Members

24.5.1 Nurses

Nurses whose hospital training and other college work culminated in the awarding of a Bachelor's Degree will be placed on the unit members' salary schedule in accordance with usual procedures. The possession of a Public Health Nursing Certificate and Bachelor's Degree will qualify nurses for placement on Column 3.

24.5.2 Teachers With Industrial Arts Credentials Not Teaching Vocational Courses

Initial placement will be on Column 3. The usual rules for establishing five, six, and seven-year training apply.

24.5.3 Teachers with the Standard Designated Subject 8.0 full-time Credential to Teach Industrial Education and Teaching Vocational Courses.

24.5.3.1 The initial placement of a unit member with a Standard Designated Subject Credential will be on Column 4.

24.5.3.2 Trade experience beyond seven (7) years will be counted as unit member experience for placement purposes.

- 24.5.3.3 Additional academic training of at least 60 units will be considered advanced training and will entitle the instructor to placement on Column 4.
- 24.5.3.4 Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency (Column 6).
- 24.5.4 Teachers with a Clear Regular Teaching Credential Plus the 8.1 Occupational Credential and Teaching Vocational Courses
  - 24.5.4.1 Initial placement will be on Column 3 for teachers who will be teaching vocational courses.
  - 24.5.4.2 Credit will be allowed for industrial experience applicable to the teaching field on a ratio of one academic year (or 30 units) for each two year's industrial experience.
  - 24.5.4.3 Teachers may start on the salary schedule no higher than Column 4 and may qualify for the doctoral equivalency.
- 24.5.5 Unit Members with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential
  - 24.5.5.1 Initial placement will be on Column 3.
  - 24.5.5.2 Trade experience beyond five (5) years will be counted as teaching experience for placement purposes.
  - 24.5.5.3 Advancement on the salary schedule beyond Column 3 will be in accordance with items (24.7).

## **24.6 Work Year for Unit Members Paid on the Teachers' Salary Schedule**

- 24.6.1 Basic Assignments

Unless otherwise noted, unit members paid on the Teachers' Salary Schedule shall be on duty all days of the school calendar scheduled as teacher duty days.
- 24.6.2 Nurses

The work year for nurses shall be the same as for teachers.
- 24.6.3 Psychologists

School psychologists are required to be on duty and perform services for the five days immediately preceding the day teachers are required to report in the Fall, two days at the close of school in June, three days at the employee's option during the fiscal year from July 1 to June 30, on days when schools are not in session and the school buildings are open.
- 24.6.4 Counselors

The work year for full-time counselors shall be the same as for teachers, except that they shall be on duty five (5) additional days, prior to the first duty day for teachers and five (5) additional days after the last duty day for teachers.

Variations to the aforementioned schedule of days, but not the total number of days may be made with the approval of the Principal/Site Leader of the school. Counselors shall be paid a proportionate per diem rate for these extra duty days. The additional duty days and per diem day for part-time counselors shall be proportionate to that of a full-time counselor.

For the purpose of calculating retirement, all the pre-and post-days shall be considered as part of the contract year.

24.6.5 Eleven and Twelve-Month Assignments

Unit members paid on the Teachers' Salary Schedule who work on eleven or twelve month assignments shall be on duty for those days described in Section 10.1 above, plus eighteen (18) additional days for an eleven-month assignment and thirty-six (36) additional days for a twelve-month assignment. Eleven-month unit members paid on the unit members' Salary Schedule shall receive their basic salary, including stipends, plus an additional 10%. Twelve-month unit members paid on the Teachers' Salary Schedule shall receive their basic salary, including stipends, plus an additional 20%.

24.6.6 Method of Payment

Ten (10) installments unless the unit members request that his or her salary be paid in twelve installments.

24.6.6.1 **Commencing with the 2018-19 school year, the first salary installment for a school year for employees on a ten installment plan shall be payable the last working day of ~~August~~ September.**

24.6.6.2 Requests for payment on the twelve installment plan shall be made to the Human Resources Services and Support prior to ~~September~~ **August 15** or within two weeks of the first duty day of unit members hired after the opening of school.

24.6.6.3 The first salary installment for unit members on the twelve installment plan shall be payable on the last working day of ~~September~~ **August**. The eleventh and twelfth installments shall be paid at the end of the months of July and August respectively.

24.6.6.4 Requests to change from the twelve installment plan to the ten installment plan shall be made to the Human Resources Services and Support prior to ~~September~~ **August**.

24.7 Health and Welfare Insurance

24.7.1 **Decisions regarding available medical, dental, vision, life insurance, accidental death, plan designs (including but not limited to coverages, deductibles, co-payments, pharmaceutical coverage, etc.), and employer and employee premium contributions shall be delegated to the Health Benefits Governance Board as stated in the Health Benefits Governance Board Agreement.**

24.7.2 ~~Employer — Employer Contribution to Health Benefits~~



~~24.7.2.1~~ In the 2005-2006 school year, there shall be no cost to the unit members for medical coverage for members or dependents.

~~24.7.2.2~~ The Employer shall continue to pay, on behalf of all eligible unit members, the full cost of dental, vision, life, AD&D and long-term disability insurance.

~~24.7.2.3~~ Effective July 1, 2006 and thereafter, the following changes shall be made in the Plan designs of the Least Expensive Health Maintenance Organization (“LEHMO”) and Second Health Care Provider (“SHCP”):

LEHMO	Co-Insurance						Dental & Vision, Life, AD&D, LTD	Dual Enrollment
	Professional Services			Prescriptions				
	OV	IP	ER	Gen.	Brand	Form		
2005-2006	\$10	\$0	\$35	\$10	\$25	N/A	fully covered	Y
2006-2007	\$10	\$250	\$10 0	\$10	\$30	N/A	fully covered	Y
2007-2008	\$15	\$250	\$10 0	\$10	\$30	N/A	fully covered	Y

SHCP	Co-Insurance						Dental & Vision, Life, AD&D, LTD	Dual Enrollment
	Professional Services			Prescriptions				
	OV	IP	ER	Gen.	Brand	Form		
2005-2006	\$10	\$250	\$50	\$10	\$25	\$35	fully covered	Y
2006-2007	\$15	\$250	\$10 0	\$10	\$30	\$50	fully covered	Y
2007-2008	\$20	\$250	\$10 0	\$15	\$35	\$55	fully covered	Y

OV - Office Visit      IP - Inpatient Care      ER - Emergency Room Visit

~~24.7.2.4~~ Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member or one who has moved from an ineligible to an eligible position does not exercise the option to select a health plan within the prescribed time limit, the employee is required to wait until the annual open enrollment period, which shall be May 15 through June 16 for FY 2005/2006, and each May thereafter. Those desiring to change from one health plan to another will be processed only during the annual open enrollment period.

~~24.7.2.5~~ Effective July 1, 2006 and until June 30, 2008, the implementation of a payment for health benefits equivalent to 0.5% (.005 times salary, only) of salary only, not to exceed in any year an annual amount of \$500 for any unit member in any medical plan year. This contribution will be part of an IRS 125 plan.

~~24.7.2.6~~ IRS 125 Plan

~~24.7.2.6.1~~ Effective July 1, 2006 and each school year thereafter, the District shall set up and maintain an IRS 125 plan. Unit members may elect to participate in this plan to make pre-tax contributions for payments of medical co-pays, deductibles and any other legally allowable purpose.

~~24.7.2.7 — Measure E Contributions To Medical Benefits~~

~~24.7.2.7.1 — Effective July 1, 2006, the District shall commit from Measure E, \$1.8 million or 9.7%, whichever is greater, collected in the 2006-2007 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2006.~~

~~24.7.2.7.2 — Effective July 1, 2007, the District shall commit from Measure E, \$1.8 million or 10%, whichever is greater, collected in the 2007-2008 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2007.~~

~~24.7.2.8 — Effective upon the ratification of this agreement the Association and the District shall establish a Medical Benefits Reserve Fund (Fund). The sole purpose of the Fund shall be to pay OEA unit members' and dependents'/domestic partners' medical benefit premium costs, as determined and outlined below. Deposits into the Fund shall be held in a County of Alameda pooled interest investment account. All investment earnings calculated as of June 30th shall be transferred to the Fund.~~

~~24.7.2.9 — Effective July 1, 2005 and until June 30, 2008, District increased costs during the term of this Agreement (if any), for medical insurance of the OEA unit shall have the Measure E contribution applied, then the contributions from OEA unit members for 2006/2007 and 2007/2008. If the total contributions from these two sources exceeds the cumulative increased costs of medical benefit premiums, the excess shall be placed in the Medical Benefits Reserve Fund on a monthly basis. These excess funds shall be used to pay for future medical benefit premiums.~~

~~24.7.2.10 — No later than May 30 of each school year and thereafter, the District and the Association shall meet to determine the increased cost of medical benefits for the ensuing year and the estimated allocation of Measure E and member contributions, in accordance with these provisions. Final accounting of Measure E and member contributions will be made after the finalization of the District's annual audit for the prior year.~~

~~24.7.2.11 — Effective June 30, 2008 and thereafter, the District will pay 86% of the costs of medical benefit premiums, Measure E shall contribute 10% of medical benefit premiums, and OEA unit members shall pay 4% of medical benefit premiums in any school year. The individual unit member share shall be determined by identifying the total dollar amount generated by the 4%. This amount shall be used to determine the percent of salary for the unit members necessary to generate that total dollar amount. Each unit member's maximum dollar contribution shall not exceed \$700 per year. This contribution will be part of a premium-only IRS 125 plan and to be considered as part of the premium for payment of health insurance.~~

~~24.7.3 — Employer's contribution to the cost of a health plan for a part-time unit member is prorated as follows:~~

- ~~Full payment for unit members working three-fourths time or more.~~
- ~~Three-fourths payment for unit members working half-time to three-fourths time.~~
- ~~One-half payment for unit members working one-fourth to one-half time.~~
- ~~One-fourth payment for unit members working less than one-fourth time.~~

~~Part-time unit members pay the difference between the Employer contribution and the full cost of the plan by payroll deductions made for the part-time unit member's share, according to the authorization signed upon enrollment in a plan.~~

- ~~24.7.4 — Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member or one who has moved from an ineligible to an eligible position does not exercise the option to select a health plan within the prescribed time limit, the employee is required to wait until the annual Open Enrollment period. Those desiring to change from one health plan to another will be processed only during the annual enrollment.~~

## **24.8 — Health and Insurance Revisions 2003-2004**

~~The following changes shall be effective September 1, 2003:~~

- ~~24.8.1 — The Kaiser Health Plan shall be provided under the Kaiser III Plan.~~
- ~~24.8.2 — The Health Net Health Plan shall be provided under the Health Net V Plan.~~

## **24.9 — Dental Plan**

~~All eligible full-time unit members and their eligible dependents shall be eligible for coverage under an Employer-paid group dental insurance plan. Coverage under the Dental Plan begins six months from the first day of the month in which employed.~~

- ~~24.9.1 — Where a unit member and spouse are each employed by the District in an eligible capacity, each may subscribe individually to the same plan, but each party may not be enrolled as dependents of both.~~

~~In such cases, each dependent child may be enrolled in one plan or the other, but not in both. A new unit member who does not exercise the option of entering the dental plan within the prescribed time limit will be required to wait until the annual open enrollment during September of each year.~~

- ~~24.9.2 — Dental plan maximum per enrollee \$1,500 annually.~~

## **24.10 — Long-Term Disability Insurance**

- ~~24.10.1 — Each unit member in an eligible capacity is automatically covered in a disability income plan six months from the first day of the month in which work begins in the eligible capacity, at no cost to the unit member. The benefit will be paid starting at the end of the qualifying disability period of sixty calendar days or beyond expiration of all paid leaves, including vacation, should the accrued sick leave and vacation extend beyond sixty days. Monthly benefit is two-thirds of the first \$1,200 of basic pay, plus one-third of additional basic pay to a maximum of \$1,200 per month total benefit.~~

- ~~24.10.2 — An amendment rider has been added to the Employer's long-term disability contract with the insurance carrier which provides that certificated unit member with five or more years of~~

~~credited STRS (State Teachers' Retirement System) employment shall be covered by the Employer's policy for a maximum of one year, thereafter to be covered by STRS; and that certificated unit members with less than five (5) years of service credited by the STRS shall be covered by the District policy to age 65.~~

#### **~~24.11 Life Insurance~~**

~~24.11.1 Each unit member in an eligible capacity is automatically covered at no cost to the unit member at the time of employment to the limit of \$10,000 for death from natural causes, plus an additional \$10,000 if cause is accidental.~~

~~24.11.2 Enrollment is not required for this benefit, but each unit member should complete a beneficiary designation card at the time of employment or when a change is desired. Conversion option on group life insurance is available without evidence of insurability.~~

#### **~~24.12 Liability Insurance~~**

~~24.12.1 A unit member, during the normal performance of duty, is protected against claims. Since the determination of individual responsibility is often difficult to establish and often dependent upon court findings, it is recommended that unit members assure themselves of coverage, especially when transporting students to school-sponsored events, by carrying the minimum insurance required to meet state financial responsibility laws. Unit members are protected in case of injury during the performance of normal duty to the extent defined in the Workers' Compensation provisions of the Labor Code.~~

#### **~~24.13 Vision Care~~**

~~24.13.1 Upon implementation of the Health Net HMO medical insurance plan, the current vision insurance program available to unit members shall be replaced for all unit members by the Vision Services Plan. In addition, the Employer shall provide supplemental insurance against lost or damaged glasses; upon reasonable proof or appropriate employee certification, said lost/damaged glasses shall be replaced annually.~~

~~24.13.2 Kaiser Optical Services shall be available for unit members enrolled in the Kaiser Health Plan.~~

#### **~~24.14 Annuity Program~~**

~~24.14.1 During the 1992/1993 school year, 1991/1992 annuity dollar contributions were paid only for those unit members who were eligible for the annuity as of June 30, 1992. The Annuity Plan was continued as then constituted through the 1991/1992 school year and for eligible plan participants accounts have been maintained by the annuity plan administrator.~~

~~24.14.2 Effective July 1, 1993, no further annuity contributions were made, and the 7.5% annuity contribution was added to the three OEA salary schedules, at all steps and columns for temporary, probationary and permanent unit members.~~

~~24.14.3 The Association and the Employer agreed to restructure the Board of the Supplemental Annuity Plan for certificated employees, as follows:~~

- ~~● 1 Representative appointed by the Employer~~
- ~~● 1 Representative appointed by the UAOS~~
- ~~● 5 Representatives shall be appointed by the Association~~

~~24.14.4 — The parties agree that the above changes were fully implemented during prior contract and further agree that no changes or modifications are required in the current contract.~~

#### ~~24.15 — Health Benefits Improvement Committee (See Side Letter Agreement in Appendix 14)~~

~~24.15.1 — The Association and Employer understand and agree to the necessity of health care cost containment. The parties will work with all employees to ensure health care costs are contained or reduced without sacrificing the quality of health care. The Association agrees to continue to participate in the Health Benefits Improvement Committee (HBIC). The parties also recognize the need to reauthorize Measure E to help offset the costs of health care premiums for all employees.~~

#### ~~24.16 — General Information on Employer-Paid Insurance Plans~~

~~24.16.1 — Unit members on paid leave will continue to have Employer contributions according to the work assignment that existed at the beginning of the leave.~~

~~24.16.2 — Unit members on non-paid leave for a full calendar month or longer have no Employer contribution to insurance plans. Except for those unit members on maternity leave, for whom the Employer will pay the fringe benefit premiums for health, dental, life insurance and vision care for that period of time during which job performance is not feasible for physical/medical reasons, as certified by a physician.~~

~~24.16.3 — Unit members who receive long-term disability benefits, or who have been granted leave beyond paid leave for illness, maternity, child adoption, disability, or advanced study or any other leave approved by the Employer, may continue their insurance and health benefits for one year by paying the full cost. Except that those who receive long-term disability benefits may continue coverage at their own expense for as long as the disability continues, or to retirement. Unit members granted leave on some other basis should make their own arrangement for health or dental insurance.~~

~~24.16.4 — Employer contributions toward costs of health, dental, disability income and group life insurance for ten and eleven month unit members will be made for twelve months, from July 1 through June 30.~~

~~24.16.5 — The Employer has made voluntary tax-sheltered annuities available for unit members who wish them. A tax-sheltered annuity is a plan for diverting a portion of earnings for cash payment to the purchase of an annuity, the Employer making the purchase for the unit member under an agreement. Provided that all legal provisions are met, such earnings are not taxable until withdrawn later in the employee's life under conditions of the specific plans. Theoretically, this will result in a lesser tax liability than if tax had been paid at the time of earnings.~~

~~The Board is in no position to recommend that a unit member either participate or not participate in such a plan. Each unit member must make the choice, as a unit member does not have similar tax positions and financial goals. Unit members who choose to participate in the plan may apply on forms available at the Insurance Programs Office.~~

- ~~24.16.6 — If a National Health Plan is passed by the Congress (or statewide California equivalent) during the term of this Agreement, which provides for Employer contributions, the Association and Employer may meet to discuss the plan upon request.~~
- ~~24.16.7 — The Employer will provide health plan benefits to unit members when they retire until age 65 at the retiree's option and expense.~~
- ~~24.16.8 — Benefits as provided in this article shall be continued for the duration of the contract.~~

## ~~24.17 — Transportation Reimbursement~~

~~24.17.1 — Unit Members who are required by the Employer to use their privately owned automobiles as part of their assignment shall be reimbursed for such use.~~

~~Eligibility will be determined in accordance with the appropriate Administrative Bulletin currently in effect. All procedures and instructions contained in that Bulletin are pertinent; however, the following rates shall be effective for unit members during the term of this contract.~~

~~24.17.2 — Flat Rate Reimbursement~~

~~Regular flat rate reimbursement is based on the number of months of the duty assignment. The annual rates are:~~

<u>Assignment</u>	<u>Flat Rates</u>
<del>10-month basis</del>	<del>\$ 681.00</del>
<del>11-month basis</del>	<del>—704.00</del>
<del>12-month basis</del>	<del>—728.00</del>

~~Variable cost reimbursement for those whose annual mileage rate is one thousand (1,000) miles or more will be paid at the maximum allowable per mile rate provided for in the Internal Revenue Code.~~

~~24.17.3 — Special Flat Rate Reimbursement for High Mileage and Weekend Assignments~~

~~For Unit members who are required to provide a car continuously for weekend business use and for high mileage positions (over 5,000 miles annually) the fixed cost reimbursement will be \$911.00.~~

~~24.17.4 — Excess Mileage Reimbursement~~

~~Unit members receiving regular or special flat rate reimbursement who may be eligible for excess mileage reimbursement over 1,000 miles should record all mileage performed. When their mileage exceeds the established rate, they should submit excess mileage claims monthly if possible, but in no case less than once each semester.~~

~~24.17.5 — Mileage Reimbursement~~

~~Unit members who are occasionally required to use their privately owned automobiles in performing their duties but do not qualify for flat rate reimbursement will be reimbursed at the maximum per mile rate allowed for in the Internal Revenue Code.~~

## ~~24.18 — Miscellaneous~~

~~24.18.1 — Student Teaching~~

~~Cooperating unit members shall receive recognition for the teacher education responsibility undertaken in working with student teachers. Such recognition shall include the contract amount paid by the teacher training institution.~~



~~24.18.2 — Teachers of Adults~~

~~Teachers of adults not paid as regular teachers shall be paid at the extra-duty rate.~~

**24.19 — Programs for Personal Growth**

- ~~24.19.1 — Any unit member receiving his/her first clear multi or single subject teaching credential must take 150 clock hours of professional growth each five (5) years to keep the credential valid.~~
- ~~24.19.2 — Any unit member receiving credit for equivalency units as stated in Article 24, can apply those units to the 150-hour requirement of professional growth and vice versa.~~
- ~~24.19.3 — Each unit of credit granted shall equal 15 hours toward the 150 of professional growth requirement. Thirty (30) equivalency units are the maximum allowed between Column I, and the Doctoral equivalent.~~
- ~~24.19.4 — An individual program of professional growth shall consist of a minimum of 150 clock hours of participation in activities that contribute to competence, performance, or effectiveness in the profession of education. Acceptable activities shall be defined to include, among other acceptable activities, the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs, or staff development programs; service as a mentor teacher pursuant to Section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in educational research or innovation efforts.~~
- ~~24.19.5 — In order for the units of credit to count towards the 150 hours of professional growth, the teacher must submit, for approval, his/her initial plan to the Director of Human Resources or his/her designee by October 1 for the Fall Semester and by February 1 for the Spring Semester. (Forms are to be provided by the Employer.)~~
- ~~24.19.6 — Upon completion of the units of work, the unit member shall be responsible for having the appropriate person in charge sign a "Professional Growth form". Once the form is completed, the teacher must submit it to the Human Resource Services and Support.~~
- ~~24.19.7 — The unit member must submit verification of 150 clock hours of professional growth at five (5) year intervals to the State Commission on Teacher Credentialing in order for his/her credential to be deemed to remain valid.~~

**24.20 Domestic Partner Benefit**

- 24.20.1 The Employer shall provide health insurance for unmarried domestic partners of eligible unit members as provided in this Article. "Domestic partner" is defined as a single member with an unmarried, unrelated individual who has lived with the unit member for not less than 12 months. To enroll, the unit member must complete an application form during the open enrollment period, accompanied by a notarized affidavit (see Appendix 15 (F2)24.21.1)" \s "F2" \c 8 ).

The unit member will be taxed on the cash value of the Domestic Partner premiums, in compliance with IRS regulations.

COBRA provisions do not apply for Domestic Partner coverage.

	( See Appendix 2 Special Rates and Stipends)				
	Extra Duty Hourly Rate			\$ 26.61 <b>\$38.50</b>	Hourly
	Inservice Activities				
	Participation in Approved Programs			\$ 15.96	Hourly
	Project and Curriculum Development				
	Participant			\$ 22.99	Hourly

**For the Association:**

**For the District (District)**

\_\_\_\_\_  
Dennis Nelson, Chief Spokesperson

\_\_\_\_\_  
Jenine Lindsey, Chief Spokesperson

\_\_\_\_\_  
Lusa Lai, OEA  
OEA

\_\_\_\_\_  
Marcus Battle, Chief Business Officer

**Tentative Agreement  
Between  
Oakland Education Association (“OEA”)  
And  
Oakland Unified School District (“OUSD,” or “District”)  
March 1, 2019**

**Article 25 - Peer Assistance and Review**

**25.1 General**

25.1.1 The Association and the Employer are continuously striving to provide the highest possible quality of education. In order for all students to succeed in learning, all unit members must succeed in teaching. The Association and the Employer believe that all unit members should focus on continuous improvement in professional practice and that unit members having difficulties can benefit from the assistance and review of colleagues. Therefore the Association and the Employer hereby establish a unit member Peer Assistance and Review Program (PAR) for K-12 classroom unit members. PAR shall use the standards in the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.1.1.1 Peer assistance may be provided to a beginning unit member or a volunteer permanent teacher and must be provided to a permanent unit member who has received an overall unsatisfactory evaluation in the areas of teaching strategies and instruction as provided for in the evaluation article in this agreement. The Peer Assistance shall be provided through Consulting Teachers as described in detail in Section 25.5. This assistance shall not involve the participation in or the conducting of the annual evaluation of unit members, except for making available to the evaluator the results of the referred unit members' participation in the program.

**25.2 Definitions**

**25.2.1 Joint Committee**

The PAR Program shall be governed by the Joint Committee composed of five (5) Association members and four (4) Employer members. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

**25.2.2 Consulting Teacher (CT)**

A consulting teacher is a permanent teacher selected by the Joint Committee to provide assistance and to review the progress of the teachers participating in the program.

25.2.3 Participating Teachers: The three types of participating teachers are Volunteer, referred, and beginning.

25.2.3.1 Volunteer Teacher (VT): A permanent teacher who wishes to participate in the program.

25.2.3.2 Referred Teacher (RT): A permanent teacher who is referred to the program because of an unsatisfactory evaluation.

25.2.3.3 Beginning Teacher (BT): A non-permanent, California preliminary or clear-credentialed teacher;

25.2.3.4 Teachers on emergency credentials who are serving as classroom teachers of record or have a caseload assigned to them when a consulting teacher is working with a group of educators at a site or sites.

25.2.4 Peer Coach: A teacher who may be released on a part-time basis to work in the Program.

### **25.3 Joint Committee**

#### **25.3.1 Composition, Selection, Terms**

The Joint Committee (JC) shall consist of nine (9) members composed of five (5) Association members and four (4) Employer members. Four (4) members shall be certificated classroom teachers who shall be selected by the Association. Three (3) members shall be administrators selected by the Employer. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

The Association and the Employer shall individually determine the method for selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the terms shall be staggered so that no party's appointees are all new in any one school year. The initial terms shall be for two and three years.

The Joint Committee may call on additional resources as appropriate. The Joint Committee shall establish its operational procedures, including the method for selection of a chairperson.

#### **25.3.2 Meeting and Composition**

The Joint Committee shall establish its meeting schedule. Adequate notice will be provided for any additional meetings. To hold meetings a majority of the members, with a minimum of two teachers and one administrator, must be present. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time.

Association appointees to the Joint Committee shall receive a stipend of \$4,000 paid on a pro-rata basis for each year of service on the JC.

#### **25.3.3 Decision Making**

The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of seven voting members. For any decision to be made at a JC meeting, a majority of the JC members present shall be teacher members of the committee. A JC member shall recuse themselves from discussion or vote on any matter regarding:

1. An RT for whom they are the current evaluator or the evaluator who initiated the current PAR referral.
2. A participating teacher from their site or department.

In the case of such recusal, the Employer's ex-officio Committee member may vote on matters regarding the ~~member~~ **RT**. A recused JC member shall have the same opportunity to provide

input to the PAR process as any other administrator of an RT, for example, written statements or interviews with the JC.

#### 25.3.4 Responsibilities

Joint Committee shall be responsible for the following:

##### 25.3.4.1 Joint Committee Training

##### 25.3.4.2 Development of Rules of Procedure

##### 25.3.4.3 Consulting Teachers (CT)

Selection of CTs.

Training of CTs.

Reviewing/directing the CTs provision of services.

Reviewing peer assistance and review reports prepared by the CTs.

Evaluating the CTs.

##### 25.3.4.4 Permanent Teachers

The Joint Committee shall provide participating permanent teachers, Volunteer or referred, with a list of available CTs. The permanent teacher may indicate the CT that he/she prefers, but the Joint Committee shall not be bound by the preference. The Joint Committee shall notify the permanent teacher, his/her Principal/Site Leader, and the CT in writing that the permanent teacher is participating in PAR. The appointed CT shall be identified.

##### 25.3.4.5 Cooperation between Consulting Teachers and Principal/Site Leader

The Joint Committee shall expect and strongly encourage a cooperative relationship between the consulting teacher and the Principal/Site Leader in the peer assistance and review process. The JC may recommend to the evaluator and/or the evaluator's immediate superior that an alternate evaluator be assigned for an RT's evaluation process.

##### 25.3.4.6 Recommendations to Board of Education

The Joint Committee shall review PAR reports prepared by CTs and make recommendations to the Board regarding a referred teacher's progress in PAR, including, but not limited to identifying a referred teacher who is unable to demonstrate satisfactory improvement after sustained assistance.

##### 25.3.4.7 Annual Evaluation of Program

The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, CTs, Principals/Site Leaders, and others as deemed appropriate. The Joint Committee shall submit this annual evaluation in writing, including any recommendations for improvement, to the Superintendent and the Association at the same time that it submits the proposed budget. This submission shall be no later than May 30.

##### 25.3.4.8 Annual Budget

25.3.4.8.1 The parties agree that the annual budget for the PAR Program shall not exceed the revenue provided by the State in support of the PAR Program each year. In addition the parties agree that there shall be no encroachment into the Employer's unrestricted general fund to support the PAR Program.

25.3.4.8.2 The Joint Committee shall annually submit a proposed budget to the Superintendent. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration:

The number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the program

The cost, if any, to augment the BTSA program adequately to support beginning teachers

The recommendations for improvement of PAR which it made in the annual report to the Board

Other relevant factors

Payment to Employer's members for participation on the Joint Committee

25.3.4.8.3 The proposed budget, including related administrative costs of not more than 5%, shall not exceed the state funding allocation for the coming year as estimated by the Employer's chief financial officer.

25.3.4.8.4 This proposal shall be submitted at the time and in the form requested by the Employer. The Joint Committee shall recommend to the Superintendent that the Board authorize the necessary number of consulting teacher positions or any increase or decrease thereof, providing to the Superintendent the rationale for the request. The Board shall consider the requests promptly, normally in accord with a previously published calendar on budget review and position authorization.

25.3.4.8.5 At the conclusion of the fiscal year, if the revenue for the PAR Program exceeds expenditures for the PAR Program, the Joint Committee shall determine the allocation of the surplus in a manner that facilitates the professional development activities of the District within the intent of this Article.

#### 25.3.4.9 Special Support Schools

The Joint Committee may, with Employer approval, provide assistance to teachers at special Support Schools. These schools are those with high teacher turnover and/or large numbers of inexperienced teachers or teachers with less than three (3) years experience.

The Joint Committee shall:

Identify the schools using indicators from the Human Resources Services and Support.

Identify the circumstances contributing to the teacher turnover.

Coordinate support with the intent to build and keep capacity at the school.

#### 25.3.4.10 Procedures

The Joint Committee shall adopt procedures for implementing the provisions of this Article.

These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article, and this Collective Bargaining Agreement shall prevail.

#### 25.3.5 Confidentiality

25.3.5.1 All materials related to evaluations, reports and other personnel matters regarding individuals, which are created or reviewed by the Joint Committee, shall be strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the program or in the peer review process with the following exceptions:

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

Final and ~~intermittent~~ peer review reports prepared by Consulting Teachers;

Intermittent peer review reports prepared by Consulting Teachers subsequent to the acceptance of the final peer review report;

Recommendations of the Joint Committee or CT regarding participants in the Program;

Evaluations of a teacher's participation in the Program by the Joint Committee or CT.

Materials shall be disclosed if required by law.

#### 25.3.6 Indemnity

The Employer shall have the same duty to defend and indemnify Joint Committee members participating in the PAR program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810 et seq., of the Government Code.

#### 25.3.7 Non-Management/Supervisory Status

Functions performed by teacher Joint Committee members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision and of section 3540.1 of the Government Code.

### **25.4 Participating Teachers**

#### 25.4.1 Beginning Teachers (BT)

A Beginning Teacher is defined as a non-permanent, California preliminary or clear-credentialed teacher, or a teacher on an emergency credential who is serving as a classroom teacher of record or has a caseload assigned to them when a consulting teacher is working with a group of educators at a site or sites.

25.4.1.1 The PAR program for Beginning Teachers may include the BTSA program. BTSA may be supplemented with PAR funds as determined by the Joint Committee. All support provided the Beginning Teacher shall be confidential in accord with BTSA program guidelines.

25.4.1.2 The Employer shall provide the Joint Committee and BTSA with a list of all Beginning Teachers at the beginning of every school year, indicating the support program for which the Beginning Teacher is eligible, and shall supplement the list during the year as required.

#### 25.4.2 Referred Teachers (RT)

Permanent unit members who have received unsatisfactory evaluation shall be referred to the Joint Committee and required to participate in the PAR program as an intervention.

##### 25.4.2.1 Unsatisfactory Evaluation

25.4.2.1.1 PAR Participation shall not be required unless the procedures provided for in Article 13 (Evaluation) have been fully followed.

25.4.2.1.2 An unsatisfactory evaluation shall require participation in PAR when a unit member receives a summative evaluation on Form A of two (2) or more "unsatisfactory" ratings out of these five (5) evaluation categories:

Standard for Engaging and Supporting All Students in Learning

Standard for Creating and Maintaining Effective Environments for Student Learning

Standard for Understanding and Organizing Subject Matter for Student Learning

Standard for Planning Instruction and Designing Learning Experiences for All Students

Standard for Assessing Student Learning

25.4.2.1.3 The summative evaluation shall be based on evaluation criteria appropriate to the unit member's instructional program, and consistent with the goals and objectives agreed to by the unit member and his/her evaluator at the outset of the evaluation process.

#### 25.4.2.2 Referral

The administrator who authored the unsatisfactory evaluation shall refer the RT to the Joint Committee. The administrator shall provide the Joint Committee a copy of the unsatisfactory evaluation, together with appropriate documentation. A copy of the referral packet shall be sent to the RT.

The Joint Committee shall review the referral packet including the unsatisfactory evaluation and supporting documentation. It may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the Joint Committee shall determine the nature of assistance, which the CT shall provide.

#### 25.4.2.3 Teacher Objection

A teacher who has been referred to PAR and objects to such participation on the grounds that the unsatisfactory evaluation leading to the referral was procedurally or otherwise flawed, may at his/her request, appear before the Joint Committee with a representative of his/her choice to explain his/her point of view regarding the defects in the evaluation. Notwithstanding this provision, the Joint Committee shall proceed to assign a CT to the RT in accord with its normal provisions unless it is determined that the unsatisfactory evaluation was invalid. At the time an unsatisfactory evaluation is determined invalid, any reports and documentation generated through the PAR process shall be removed from the Referred Teacher's personnel file.

#### 25.4.2.4 Non-cooperation

A **Referred** Teacher may be exited unsatisfactorily from the PAR process prior to the final report upon **determination recommendation** of the JC that they are not cooperating with the PAR process provided:

- 1) The assigned consulting teacher provides notice in writing to the Referred Teacher of the recommendation and the possible consequences of failure to co-operate no less than five (5) days prior to the meeting of the JC where the early unsatisfactory exit shall be considered.
- 2) The assigned consulting teacher provides clear evidence of non-cooperation to the Joint Committee **and the Superintendent or designee in writing.**
- 3) **For referred teachers, the assigned consulting teacher provides clear evidence to support non-cooperation to the Joint Committee and the Superintendent or designee in writing.**
- 4) The Joint Committee considers the evidence, makes a **decision recommendation** and notifies the Referred Teacher of the **decision recommendation.**
- 5) The provisions of Article 25.7 including but not limited to notice, right to respond and representation have been met.
- 6) **For a referred teacher, the Superintendent or designee approves the recommendation.**

#### 25.4.3 Volunteer Teachers (VT)



Any permanent classroom teacher may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. To participate in the program, ~~at the unit member may volunteer at any time, must volunteer by May 1 of the school year preceding participation in the program.~~ A volunteer may withdraw from the program at any time. When the volunteer applies to the program, he/she shall provide the program with an initial draft of the goals, which he/she would like to accomplish by participation in PAR.

25.4.3.1 The CT shall maintain a log of assistance, which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.

25.4.3.2 All communications between the VT and the CT shall be confidential and shall not be shared with others, including the Principal/Site Leader, evaluator, or Joint Committee, without the written consent of the VT and CT. The CT shall not without the written consent of the VT, be called by the Association or Employer to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the VT if the subject of the inquiry is the teaching performance of VT during the period the CT assisted the VT as a Volunteer participant in PAR.

## **25.5 Consulting Teachers**

### **25.5.1 Duties**

A consulting teacher (CT) shall participate in training and provide assistance to Beginning Teachers, Referred Teachers and Volunteer Teachers pursuant to the Program.

### **25.5.2 Qualifications**

A CT should be considered by colleagues to be a highly skilled practitioner. A consulting teacher shall possess the following qualifications:

Permanent status with clear California credentials.

At least four recent years of teaching experience, **and with at least four years** in the District **preferred**.

Teaching ability as demonstrated by the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

Knowledge of subject matter.

Demonstrated mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students.

Demonstrated ability to communicate effectively orally and in writing.

Demonstrated ability to work cooperatively and effectively with others.

A consulting teacher cannot be a member of the Joint Committee.

### **25.5.3 Posting and Application**

There shall be continuous recruitment for the position of consulting teacher at all sites and in the District office.

Such recruitment shall be consistent with the Employer's affirmative action goals. There shall be a permanent job description and application in the District office and on the District Web Page. Applications may be submitted at any time and will be kept on file until the end of the current school year.

In addition to the application, an applicant shall submit letters of recommendation from:

His/her Principal/Site Leader or immediate supervisor

An Association representative

Two teachers at the applicant's site/program

The Joint Committee may include additional procedures as it sees fit regarding the application process.

All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file.

#### 25.5.4 Selection

The Joint Committee shall review the applications and identify teachers for further consideration. The Joint Committee may contact any person submitting a letter of recommendation for a prospective CT. The Joint Committee shall observe a prospective CT in a classroom instruction setting. A prospective CT cannot be named to said position without first having been observed teaching by the Joint Committee. "Observations" in this section may be in person or via video recording. The Joint Committee shall also conduct interviews with the finalists.

Selection of CTs shall be consistent with the Employer's affirmative action goals. Written notification of selection or non-selection, as a CT shall be given to each applicant. The Joint Committee may include additional procedures as it sees fit regarding the selection process. The Joint Committee shall determine the number of CTS needed.

#### 25.5.5 Terms of Assignment

A Consulting Teacher shall be appointed for and agree to accept a three-year term, subject to annual renewal. A consulting teacher shall be placed in a classroom assignment for a minimum of one (1) year before reapplying to be a consulting teacher if the consulting teacher's out-of-class CT assignment was half-time or greater. If no qualified consulting teachers apply, the JC may elect to extend a CT's term by one year. **Every effort shall be made to stagger the terms of consulting teachers shall be staggered** to ensure continuity. ~~However, initial terms beginning 2000/2001 shall be staggered, with half of the CTs having three-year terms and the other half having two-year terms.~~

#### 25.5.6 Release Time

A Consulting Teacher shall be released full-time to work in this program. A Consulting Teacher shall be provided sufficient release time for travel to and from sites, completing documentation, meeting with the Joint Council, regular meetings with the other consulting teachers, preparation time for class visits, making arrangements for support for the participating teacher and any other situation deemed necessary. A Consulting Teacher shall be provided sufficient release time for his/her own training and staff development.

#### 25.5.7 Compensation

A full-time Consulting Teacher shall receive his/her regular salary, benefits, and a stipend. A CT shall continue to accrue seniority as a regular certificated employee for the time served as a consulting teacher in the same manner and for the same purposes as if he/she had remained in a regular assignment. If a CT works beyond the regular teacher work year at Joint Committee direction, the CT shall be compensated in accord with the Collective Bargaining Agreement.

The CT shall be paid a stipend. The stipend shall be \$4,000 for each full year of service as a CT, or a pro rata amount for less than a full year of service. A change in this stipend shall be subject to bargaining.

#### 25.5.8 Return to Regular Assignment

While on assignment as a full-time consulting teacher, the CT will be considered on leave to a categorical program from his/her regular assignment. Thus, his/her regular assignment may be filled on a temporary basis. Upon completion of his/her service as a full-time released Consulting Teacher, the CT has the right to return to his/her most recent teaching assignment regardless of the length of the CT assignment. The teacher filling the assignment left vacant by the CT must be informed in writing that the assignment is limited to the length of the CT's participation in the PAR program.

#### 25.5.9 Caseload

The Joint Committee shall determine the caseload for a consulting teacher. The number is dependent on the amount of intervention time that the Joint Committee determines, in consultation with the CT, is necessary for each participating teacher. Consulting teachers shall assist the teachers on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities which in their professional judgment, will assist the teacher in accord with the PAR process set forth below in Section 2725.6.

#### 25.5.10 Appraisal

The Joint Committee shall oversee the work of the Consulting Teacher. The Joint Committee shall make a written evaluation of each CT's work by June 1 of each year, using a form developed by the Joint Committee. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be at the sole discretion of the Joint Committee.

Prior to the effective date of such removal, the Joint Committee shall provide the CT with a written statement of the reasons for the removal and upon request, meet with the CT to discuss the reasons.

#### 25.5.11 Peer Coaches

Joint Council may also select a pool of Coaches who may be released on a part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants. The cost of releasing coaches for service in the program shall be necessary release time or the Peer Coach's pro rata rate of pay for work beyond the regular work day or work year.

If a Peer Coach is released and required to work beyond contracted work hours, the extra time will be compensated at the pro rata rate of pay.

#### 25.5.12 Indemnity

Employer shall have the same duty to defend and indemnify Consulting Teachers participating in the PAR Program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810, et seq., of the Government Code.

#### 25.5.13 Non-Management/Supervisory Status

Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

25.5.14 The Employer shall provide to the released Consulting Teachers appropriate, common work/office space, which shall include secure file storage.

## **25.6 Peer Assistance and Review Process for Permanent Teachers**

### **25.6.1 Preparation of Assistance Plan**

As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the RT or VT. Thereafter, the Consulting Teacher shall meet with the RT or VT and the Principal/Site Leader together or separately, as appropriate, to review the employee's performance and recommendations for improvement.

The Referred Teacher shall give input into the development of the plan. The Consulting Teacher will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RT's unsatisfactory evaluation or meeting the goals set forth in the VT's application.

The RT, the Assistance Plan will include:

25.6.1.1 Performance goals which are aligned with pupil learning and which are consistent with the Stull Bill and the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.6.1.2 A projected date for completion, which will ordinarily be at the end of the current school year. The Plan will be submitted to the Joint Committee for final development and approval.

**Placeholder for minimum guaranteed level of support.**

### **25.6.2 Classroom Observations**

The Assistance Plan shall include multiple observations of the RT or VT by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.

### **25.6.3 Progress Reports**

The Consulting Teacher shall prepare and discuss with the Joint Committee periodic (at least every three months) reports of the RT's or VT's participation and progress in the program. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can or should be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term.

For purposes of the VT, these reports shall be limited to the assistance log referred to in Section 25.4.3.1 above.

### **25.6.4 Final Report**

By May 1, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the RT or VT, and, for RTs, to the Joint Committee and the evaluator. A copy of the final report shall be included in the RTs personnel file after he or she has had an opportunity to review and attach a written response to it within twenty (20) workdays after receipt of the report.

The Final Report shall not constitute the Employer's evaluation of the employee's performance but in the case of an RT shall (and, in the case of a VT, may at his or her request) be

considered by the site administrator in preparing any evaluation document or proposing any personnel action.

## **25.7 Participating Teacher Due Process Rights**

25.7.1 The participating teacher shall be entitled to review all reports generated by the Consulting Teacher and Principal/Site Leader prior to their submission to the Joint Committee, and to have his/her comments attached. To effectuate this right, the Consulting Teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Joint Committee at which the reports will be considered.

25.7.2 The permanent teacher shall have the right to be represented by the Association in any meetings of the JC to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

25.7.3.1 Elementary participating teachers shall not normally be assigned to a different grade level from the one in which they received an unsatisfactory evaluation except by their request. In no event shall an elementary participating teacher be assigned more than two (2) grade levels from the one in which they received an unsatisfactory evaluation except by their request.

25.7.3.2 Secondary participating teachers shall not normally be assigned more than one (1) different preparation from the one(s) in which they received an unsatisfactory evaluation except by their request.

25.7.3 ~~4~~ The participating teacher shall have the right to timely reports of progress made.

25.7.4 ~~5~~ The participating teacher may request a change in her/his Consulting Teacher no more than once during her/his participation in the PAR program providing an alternate Consulting Teacher is available.

25.7.5 ~~6~~ Upon written request by the participating teacher, the record of PAR intervention shall be removed from the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.

25.7.6 ~~7~~ Participation in the PAR Program shall not diminish the legal rights of bargaining unit members.

25.7.7 ~~8~~ The JC, in consultation with the RT, may provide a recommendation to the District regarding the movement or transfer of the RT who is participating in PAR.

## **25.8 Miscellaneous**

25.8.1 Direct control and monitoring of the PAR Program shall be the responsibility of the PAR Joint Committee as described herein. With respect to the Employer's management structure, the PAR Program shall be placed under the general purview of the Employer's Human Resources Services and Support.

25.8.2 The provisions of the PAR article are not subject to individual member grievances. This does not diminish a unit member's right to grieve under the evaluation article of this contract. Any claims that the article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the Employer and the Association.

25.8.3 Expenditures made for this program shall not exceed the revenues received under AB1X and where applicable BTSA.

25.8.4 The stipend to be paid to the Joint Committee members and Consulting Teachers shall be added to the unit member's annual salary and shall be STRS applicable.

25.8.5 The Joint Committee may request data necessary to fulfill its duties.

25.8.6 Nothing herein shall modify or in any manner affect the right of the Employer under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.

**For the Association:**

**For the District (District)**

---

Dennis Nelson, Chief Spokesperson

---

Jenine Lindsey, Chief Spokesperson

---

Lusa Lai, OEA

---

Marcus Battle, Chief Business Officer