OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND EDUCATION ASSOCIATION

AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
OAKLAND EDUCATION ASSOCIATION

Representing Teachers and Other Certificated Classifications

For the Period
July 1, 2025 through June 30, 2027

Oakland Unified School District (OUSD)
1011 Union Street
Oakland, CA 94607

Oakland Education Association (OEA)
272 E. 12th Street
Oakland, CA 94606
(510) 763-4020
Fax (510) 763-6354

DEFENDING EDUCATION

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____ 2026.

OAKLAND EDUCATION ASSOCIATION

By: _____

Kampala Taiz-Rancifer, President

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Jenine Lindsey, General Counsel

DEFENDING EDUCATION

Bargaining Teams

Oakland Education Association	Oakland Unified School District
Vilma Serrano, Melrose Leadership Academy, Co-Chair David McKay, Glenview Elementary, Co-Chair Holly Adler, Dewey Academy Hilaria Barajas, International Community School Jimmy Barbuto, Skyline High School Liam Barney, Oakland Tech Rachel Caldwell, East Oakland Pride Elementary Raquel Castiel, Sojourner Truth Indep Study (K-12) Hillary Chen, Oakland High School Molly Cielenski, Burbank CDC Jeniel Collins, Garfield Elementary Breezy (Briana) De Silva, Coliseum Coll Prep Academy Dylan Drewry, Skyline High School Hamsa Elmi, Hoover Elementary Daniel Espana, Social Worker Katherine Gibson, Greenleaf Elementary Sean Gleason, Rudsdale High School Gwyndolyn Goldfeder, Madison Park Academy 6-12 Craig Gordon, Substitute Teacher Alana Gordon-Brown, Castlemont High School Judy Greenspan, Substitute Teacher Chris Jackson, Fremont High School Nate Jackson, Central Office TSA Jessica Chen, United Nation CDC Kiki (Ky'aira) Johnson, Westlake Middle Myeisha Jones, Arroyo Viejo CDC Cory Jong, Urban Promise Academy Kristin Jong, Health Services Jen Kelly-DeWitt, Oakland International High School Julia Leeman, Edna Brewer Middle Camille Lumsden, Psychologist, La Escuelita Rachel Martin, Piedmont Avenue Elementary Kamisha McLean, Westlake Middle Katie McManus, Social Worker Malinda Morales, Martin Luther King, Jr. Elementary Charity Nichols, Castlemont High School Nicholas Occhipinti, McClymonds High School Yari Ojeda-Sandel, Glenview Elementary Ian Patton, Melrose Leadership Academy Vanessa Raabe, Manzanita Seed Elementary Deidre Robinson, Joaquin Miller Elementary Pauline Russel Silva, Esperanza Elementary Phoebe Sauter, Peralta Elementary Amara Schoenberg, Melrose Leadership Academy Linda Selph, Speech and Language Pathologist Aracely Sifuentes-Ordaz, Grass Valley Elementary Nora Silard, Frick United Academy of Language Ryland Takaro, United for Success Academy Sharon Thomas, Substitute Teacher Shannon Walker, Manzanita CDC Kasondra Walsh, Emerson Elementary Annie Xiong, Allendale Elementary Joshua Sperry, CTA Union Representative	Jenine Lindsey, General Counsel Tara Gard, Deputy Superintendent Gia White, Labor Coordinator Diana Magana Bolanos, Labor Analyst, III Shalini Anedkat, Staff Attorney

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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 From July 1, 2025 through June 30, 2027.

1.3.1.2 The Association shall present bargaining proposals for a successor Agreement on or about December 1, 2026, and the parties shall begin bargaining not later than January 15, 2027, or at times that are mutually agreed to by the parties.

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ARTICLE 2 - RECOGNITION

2.1 Oakland Education Association

2.1.1 The Employer hereby recognizes the Oakland Education Association (hereinafter referred to as the Association) as the sole and exclusive bargaining representative for all of the following employee groups:

2.1.1.1 All part-time, full-time, temporary, probationary and permanent pre-kindergarten/Early Childhood Education through twelfth (12th) grade teachers.

2.1.1.2 Contracted Adult Education Teachers

2.1.1.3 All Substitute Teachers

2.1.1.4 Teachers on Special Assignment (TSA)

2.1.1.5 Counselors

2.1.1.6 Librarians

2.1.1.7 Nurses

2.1.1.8 Psychologists

2.1.1.9 Interns and Pre-Interns

2.1.1.10 Teachers-in-Charge

2.1.1.11 Speech and Language Pathologists

2.1.1.12 Adult Education Hourly Teachers
The current terms and conditions of the agreement between AFT Local 771 and OUSD, attached hereto and incorporated within shall remain the status quo for Adult Education hourly certified employees until such time as the parties reach agreement over the terms and conditions to be incorporated into the OEA/OUSD negotiated agreement.

2.1.1.13 All other certificated classifications not specifically excluded below

2.1.2 This contract shall not apply to:

2.1.2.1 Confidential, Management and Supervisory employees as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code.

2.1.3 The parties recognize that subcontracting and/or diversion of bargaining unit work shall occur only in unusual circumstances. The Employer agrees such duties or work shall be initially offered to current bargaining unit members and to notify the Association through the Board's legislative agenda of any subcontracting or diversion. In circumstances that may impact the bargaining unit, the Employer will negotiate the decision and implementation upon request of the Association. It shall be the responsibility of the Faculty Council and the site administrator to resolve issues regarding work-space and equipment of unit members.

2.2 Contracting Out of Bargaining Unit Work

Effective June 30, 2027, the district agrees it will not subcontract out bargaining unit work without prior notice to and the written approval from the Association.

2.2.1 In the event of an emergency, an agreement to subcontract will not be unreasonably denied. “Emergency” for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.

2.2.2 To the extent that the District has contracted out certain work performed by OEA unit members prior to the date of this Agreement, the parties recognize that such contracts cannot be immediately rescinded or discontinued. Accordingly, the District and OEA agree to negotiate a reasonable timeline over the 26-27 school year to return the work to the bargaining unit. This process shall consider any emergencies, unique circumstances, and legal requirements, including those related to providing required accommodations for students with disabilities or other specialized needs.

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ARTICLE 3 - DEFINITIONS

3.1 General

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

3.1.1 Superintendent is defined as the Superintendent or State-appointed Administrator of the District or their designee

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

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

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

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

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

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

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

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

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

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

3.1.9 Hourly Rates are defined as those rates that are proportional to the daily rate divided by the number of hours in the workday.

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

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

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

3.1.13 HR Director is the designee of the Superintendent responsible for individual employee matters. Also may be termed Executive Officer or Assistant/Associate Superintendent of Human Resources.

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

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

3.1.15.1 Notices of assignment, reassignment, transfer, or consolidation

3.1.15.2 Contractual disciplinary notices

3.1.15.3 Forms required in the evaluation process

3.1.15.4 Responses to grievances

3.1.15.5 PAR assistance plan

3.1.16 Continuation High School is defined as a school designed to meet the needs of students who have not graduated from high school, are not exempt from compulsory school attendance, and are deemed at risk of not completing their education. In accordance with California Education Code sections 44865, 46170, 48400–48438, and 51055, Continuation Schools offer instruction aligned with district graduation requirements.

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

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ARTICLE 4 - NON-DISCRIMINATION

4.1 General

4.1.1 The Employer shall not discriminate against any unit member on the basis of race, color, creed, age, sex, ethnic background, national origin, political affiliation, domicile, sexual orientation, marital status, handicap, membership or participation in the activities of the Association.

4.1.2 The Association will admit unit members to membership without discrimination on the basis of race, color, creed, age, sex, ethnic background, national origin, political affiliation, sexual orientation, marital status, domicile, or handicap.

4.1.3 Unit members shall be entitled to full rights of citizenship.

4.1.4 In application or oral interview procedures, the Employer shall not inquire about a candidate's membership in or preference for employee organizations.

4.1.5 In its employment practices, the Employer will implement and maintain policies and procedures in accordance with the Americans with Disabilities Act (ADA).

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ARTICLE 5 - EMPLOYER RIGHTS

5.1 General

5.1.1 The Employer, on its own behalf and on behalf of the electors of the Employer, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, Constitution of the State of California and the Constitution of the United States.

5.1.2 The exercise of the powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement.

5.1.3 The Employer shall review, analyze and evaluate on a continuing basis the needs of the school district so that all committees, programs and projects will contribute to the best possible educational program.

5.1.4 The Employer and the Association shall make an effort to assure that the administration of all rules and regulations are reasonable.

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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, 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 all bargaining unit members if such address is available.

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.

6.1.9 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 workday 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 who are elected to serve as official Association Representatives to the National Education Association Convention.

ARTICLE 7 - EMPLOYEE RIGHTS

7.1 General

7.1.1 A unit member shall be entitled to have present an Association representative when being formally reprimanded (a formal reprimand may be reduced to writing). The Employer shall employ a progressive discipline approach where appropriate. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

7.1.2 A unit member shall also be entitled to have present at meetings an Association Representative when the unit member has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

7.1.2.1 When in the opinion of the site administrator disciplinary action may occur, the site administrator will inform the unit member of their right to have a representative present. Where the member during the course of the conference has a reasonable belief that discipline may arise from the discussion, he/she may request to have an Association Representative present and the request will be accommodated if the administrator agrees that discipline may arise from the discussions.

7.1.3 A unit member shall not be subjected to discipline, reprimand, reduction in status or demotion without reasonable and just cause.

7.2

7.2.1 Any such discipline, reprimand, reduction in status or compensation shall be subject to the professional grievance procedures hereinafter set forth. All information relating to the above actions will be made available to the unit member upon request. Such information will be made available to the Association representative if the unit member requests the release of such information in writing.

7.2.2 Each unit member is guaranteed their right to professional representation through the Association.

7.2.3 Extra duty compensation assignments such as Yearbook supervision are considered term (year-to-year) assignments. The parties acknowledge that coaching assignments represent unique considerations and will be specifically discussed in Article 21 - Special Services and Specialized Assignments.

7.3 Faculty Council

7.3.1 *Faculty Council Purpose*
A Faculty Council (FC or Council) shall be established in each school of the District to facilitate communication between the faculty and the school site administration. The FC shall be the site faculty decision-making team. Purposes of the FC are:

7.3.1.1 To provide a means for the faculty to make suggestions and recommendations for improvements related to the operation of the school, to both the Principal/Site Leader and the school site leadership groups and to discuss any items of common concern.

7.3.1.2 To provide an opportunity for the school site leadership groups and Principal/Site Leader to present concerns in order to receive reactions and recommendations from the faculty.

7.3.1.3 To discuss site-based reform proposals proposed by school site leadership groups, administration or bargaining unit member(s) regarding the delivery of instruction. To bring a proposal which would significantly impact the content and delivery of instruction before the entire faculty for thorough discussion and approval.

7.3.2 *Faculty Council Function*

It shall be the function of the FC to meet at least monthly in order to identify and discuss any and all problems and issues of common concern related to the program at the school. The FC will also make recommendations on site-based reforms regarding the delivery of instruction. The specific function of the Council shall be to advise and recommend. Additional functions and responsibilities included but are not limited to:

7.3.2.1 Elect a FC chairperson.

7.3.2.2 Hold regularly scheduled meetings.

7.3.2.3 Recommend placement of the staff development days or the equivalent number of hours and the professional development activities for the days when dates are not determined by the Association and/or the Employer (Article 10 - Hours of Work).

7.3.2.4 Conduct secret ballot elections when appropriate.

7.3.2.5 Appoint or elect a FC representative to the Site-Based Decision Making Team (SBDMT) when appropriate.

7.3.2.6 Forward appropriate waiver requests to the Superintendent.

7.3.2.7 Forward appropriate waiver requests to the Association.

7.3.2.8 Accept the FC agenda items from unit members, which concern instructional issues.

7.3.2.9 Work closely with the Principals/Site Leaders to explore options for reducing or eliminating the need for roving teachers.

7.3.2.10 Recommend procedures to ensure staff presence for school site continuity during lunch periods.

7.3.2.11 Recommend suggested means to reduce paperwork required of unit members.

7.3.2.12 Review any changes in teacher assignments in the final master program.

7.3.2.13 Participate in room assignment decisions.

7.3.2.14 Make recommendations, along with the site administrator, to the Employer who shall work to ensure that unit members will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.

7.3.2.15 Make recommendations about campus security to the Employer in order to provide a secure campus learning environment at each school site.

7.3.2.16 Participate when practicable with the Superintendent in decisions to close a school when reasonable assurance of safety to students and unit members do not exist. This may occur in conditions of civil disorder or student unrest.

7.3.2.17 Meet with the site administrator 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 site administrator and FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the District Events Safety Council.

7.3.2.18 Develop and implement necessary security provisions for night functions that are approved school activities.

7.3.2.19 Meet with the site administrator in Early Childhood Education Centers for the purpose of pre-planning and review of the center's after-hours events for questions of student or staff safety.

7.3.2.20 Work with the site administrator to resolve issues regarding workspace and equipment of unit members.

7.3.3 Faculty Council Election

7.3.3.1 During the month of September of each school year, an Association Representative shall arrange for a secret ballot election of members to serve on the FC.

7.3.3.2 The Council shall consist of a minimum of three (3) unit members and maximum of fifteen (15) unit members with not more than one member from a grade level in elementary schools and not more than one member from a department in secondary schools. Any OEA bargaining unit member employed full-time at the school site shall be eligible for election to the Council.

7.3.3.3 Any part-time OEA bargaining unit member assigned more than one-half time to a particular school shall also be eligible for election to the FC.

7.3.3.4 All Council members shall be nominated and elected by secret ballot at large.

7.3.3.5 Each nominee, regardless of the number of unit members from each grade level (elementary) and each department (secondary), will have their name listed on the ballot under the grade level or department or school site determination. The ballot will instruct the faculty to vote for one from each grade level or department.

7.3.3.6 Members shall be elected at-large at adult schools and Early Childhood Education Centers.

7.3.4 The members of the Faculty Council shall elect a chairperson and other officials. Among other duties, the chairperson shall set the agenda and present it to the Principal/Site Leader prior to the meeting. The Council shall hold regularly scheduled monthly meetings. Additional meetings may be scheduled as mutually agreed to by the Council chairperson and the Principal/Site Leader. During the regularly scheduled monthly meetings, the Principal/Site Leader or the Council chairperson may invite other school staff members to participate in the Council discussions. The Principal/Site Leader may place matters on the agenda.

7.3.5 Minutes of the concerns discussed and decisions made by the FC shall be taken at each meeting. When the FC meeting with the Principal/Site Leader is concluded, the unofficial minutes shall be reviewed for accuracy by the Principal/Site Leader and the faculty council chairperson. A copy of the official minutes shall be distributed to:

7.3.5.1 Each Faculty Member

7.3.5.2 Principal/Site Leader

7.3.5.3 Area or Associate Superintendent

7.3.5.4 Director of Labor Relations

7.3.5.5 Association.

7.3.5.5.1 Responsibilities for reproducing and distributing the minutes rest with the Principal/Site Leader and the FC chairperson.

7.3.6 Disputes involving the interpretation and/or application of this provision shall be resolved in the following manner:

7.3.6.1 The Chairperson of the FC shall advise the site manager, Labor Relations and the Association in writing, of the nature of the dispute and of the resolution sought by the members of the council.

7.3.6.2 If the site manager is unable to resolve the dispute within ten (10) working days, the matter shall be referred to the Association/Employer Resolution Committee (RC), consisting of:

Six (6) members
Three (3) members appointed by each of the respective parties.

7.3.6.3 The members of the RC shall be:

- The FC Chair or an Association Site Representative;
- The Site Manager or designee;
- An Employer Representative;
- The Association President or designee;
- Member of the Superintendent's Executive Staff;
- Another Association Member or Staff assigned by the Association.

7.3.6.4 The RC shall engage in an open and frank discussion concerning the dispute. The RC shall submit a recommendation to resolve the dispute. This resolution shall be determined by consensus decision-making and sent to the faculty for implementation within ten (10) working days.

7.3.6.5 If the dispute is a violation of this contract, the matter shall be handled in accordance with Article 14 - Grievance Policy.

7.4 Artificial Intelligence (AI) Systems

7.4.1 Definition of Artificial Intelligence Systems. For purposes of this Agreement, "Artificial Intelligence Systems" or "AI Systems" shall mean any computer system, software, algorithm, or automated process that performs tasks that typically require human intelligence, including but not limited to pattern recognition, decision-making, language processing or recording, visual perception, speech recognition, or data analysis.

7.4.2 Preservation of Bargaining Unit Work

The Employer shall not implement or utilize AI Systems to eliminate, reduce, or replace work traditionally performed by bargaining unit members without prior written agreement of the Union.

7.4.3 Training and Transition

7.4.3.1 If the parties agree to implement AI Systems, affected bargaining unit members shall receive comprehensive paid training on the operation and oversight of such systems.

7.4.3.2 Any productivity gains resulting from AI implementation shall not be used as a basis for staffing reductions or increased workload expectations, consistent with section 7.4.2 above.

7.4.4 Data Protection and Monitoring

7.4.4.1 AI Systems shall not be used to:

a) Monitor, evaluate, or discipline bargaining unit members

b) Collect data on individual employee performance

c) Make automated decisions regarding employment status, assignments, or working conditions

DEFENDING EDUCATION

ARTICLE 8 - AFFIRMATIVE ACTION

8.1 General

8.1.1 The Employer shall seek racial, ethnic, gender identity or expression, and individuals with disabilities balance in each Oakland public school consistent with the racial, ethnic, 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 break down of the number of bargaining unit members by ethnic code and gender.

8.1.3.1 Annually, the employer shall provide to the Association the following breakdowns by ethnic code, gender to the extent such information is available:

- the number of probationary unit members non-reelected (showing both eligible and ineligible for rehire), and re-elected;
- The number of temporary employees retained, released from contract eligible for rehire, and released from contract ineligible for rehire;
- The number of employees placed on Administrative Leave With Pay.

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

(a) (1) “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.

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

8.2.2.1 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.

8.2.2.2 Recruitment from the community to replenish classified and substitute personnel as those employees enter the teaching pipeline.

DEFENDING EDUCATION

ARTICLE 9 - ACADEMIC FREEDOM

9.1 General

9.1.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation and interpretation of facts and ideas insofar as such facts and ideas reflect state and local prescribed courses of study.

9.1.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and the Board rules and regulations.

9.1.3 Teachers shall have the responsibility for determining grades for students in the Oakland Unified School District in accordance with the standards for grading as established by District policy. Such grades shall not be changed except as permitted in Section 49066 of the Education Code.

9.2 Lesson Plans

9.2.1 The District will establish requirements for lesson plan contents, and provide them to the Association prior to proceeding with Sections 9.2.2 through 9.2.5 below.

9.2.2 The District will draft lesson plan format norms and seek input from the Association prior to finalizing them. The parties may mutually agree to utilize the Consultation Committee (see Section 16.2) to implement this subsection.

9.2.3 The District will send out the finalized norms for lesson plan format appropriate to elementary and secondary classes to each school site.

9.2.4 The site administrators will work with bargaining unit members to comply with the content requirements and utilize formatting norms. In doing so, the site administrators will take into account the parties' agreement to reduce paperwork (see Section 10.6.4).

9.2.5 Site-level issues and concerns about lesson plans will be addressed through the Faculty Council (see Section 7.2).

PENDING EDUCATION

ARTICLE 10 - HOURS OF WORK

10.1 Work Year

The work year for unit members on the TK-12, nurse, and state Pre-K salary schedules consists of one hundred and eighty days (180) instructional days and six (6) non-student days, for a total of 186 duty days in the work year.

Non-student days are allocated as follows:

1. Three (3) staff development days.
2. 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.
3. One half (.5) day for staff collaboration at the beginning of the work year. See Article 10.9 for process.

4. See Appendix 26 for Grievance Settlement 2024-02 regarding how agendas are set for these days.

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

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

10.1.2 Subject to the approval of and the guidelines established by the Superintendent, or their 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 instructional minute requirements.

10.1.2.1 Use of any leave on any staff development day shall require documentation pursuant to Article 11-Leaves.

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 8th for the subsequent Adult Education Program year.

10.1.3.1 The Site Administrator shall schedule both the teaching and non-teaching days of the certificated staff at their 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 their 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 their 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, Speech and Language Pathologists and Social Workers shall have a work year nine days longer than the teacher work year (total of 195 days).

10.1.7 If no 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 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. For secondary schools, a continuous block of seven hours, including 30-minute duty-free lunch. The working hours shall not commence before 8:00 a.m. For unit members assigned to elementary school, the working hours shall not conclude later than 3:45 p.m. except as pursuant to section 10.9 (30 minutes of collaboration time may extend to 4:15 p.m.) and/or section 10.2.8 (professional responsibilities).

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.

10.2.2.1 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.

10.2.3.1 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.

10.2.3.2 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.

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 three (3) hours per calendar month for the work year and fifteen minutes on one minimum day per week (on weekly minimum day per 10.13).

10.2.8.1 Beyond the three (3) 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 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 three (3) hours per month provided for in this provision for use throughout the school year as appropriate for parent-student-teacher contact as follows:

10.2.8.4.1 Consistent with section 10.7 of this Article, unit members shall proactively contact the parent(s)/guardian(s) of vulnerable students and inform them of interventions scheduled per section 10.13 below.

10.2.8.4.2 At the request of their immediate supervisor, unit members shall provide access to call logs or other documentation of parent/student contacts (the District will provide unit members with templates for use).

10.2.8.4.3 The one additional hour may not be used for PD or admin-directed meetings unless necessary to fulfill District or legal mandates. If additional time is needed to fulfill District or legal mandates, unit members shall attend mandatory training and be paid at the extra duty rate or professional growth units (PGUs).

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 three (3) 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 three (3) 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.

10.2.11.2 Teachers shall have the right to request specific substitutes; these requests shall be honored when feasible. Unit members shall provide substitutes and school site administrators with access to necessary lesson plans using the District's electronic sub system, shared electronic drive, or 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.

10.2.12.1 After receiving recommendations from the FC, the site administrator will establish procedures to ensure school site continuity.

10.2.13 Schedules for non-classroom teachers

10.2.13.1 To ensure a continuity of services is provided to students, the schedules for Counselors, Psychologists, Nurses, Speech and Language Pathologists, and Social Workers shall be approved by the unit member's immediate supervisor.

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, unit members will be compensated at the rate of $15 per student. Students shall be distributed in the fewest groups possible and in the most appropriate grade levels possible.

10.3.1.1 Each site will have a written plan for how to cover teacher absences when a substitute is not available.

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.

The District shall make every effort to avoid adding students to Transitional Kindergarten classes in excess of their classroom ratio, regardless of the age of the students added, when a class must be split up for lack of substitute coverage.

10.3.2 Secondary Substitute Duty. When Secondary school teachers are assigned for substitute teaching when a regular substitute has not been assigned, they will be paid at their per diem rate for the duration of conference period.

10.3.2.1 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 professional learning communities or department meetings, which are called by the Principal/Site Leader or 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 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.

10.4.1.1 Additional emergency faculty meetings may be called by the Principal/Site Leader as a result of unforeseeable or unanticipated circumstances, which require immediate action.

10.4.1.2 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.

10.4.2 Professional learning communities 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.

10.4.3 Faculty, 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.

10.4.4 Professional Development

10.4.4.1 All teachers except for daily substitutes shall be required to attend Professional Development on minimum days twice per month. Other PD sessions will be optional.

10.4.4.2 For members new to teaching, New Teacher PD shall be mandatory for the first semester of their first year.

10.5 Preparation Periods

10.5.1 Preparation period shall be teacher directed time: teachers will have professional discretion concerning duties during this time. Preparation periods shall not be used for meetings, coaching, or any other activities unless explicitly agreed to by the unit member.

10.5.2 Lesson preparation, study, student evaluation, conferences etc., are to be conducted by unit members during staffed and common preparation periods in this section consistent with District grade level unit plan. Unit members shall have the flexibility as to location at the site to perform such functions, provided that this does not interfere with their regularly assigned duties and those of others at the site.

10.5.3 Elementary Preparation Periods

10.5.3.1 The Employer shall provide each elementary teacher with three (3) 50-minute preparation periods per week, including a common prep on Wednesdays, 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 (2) two preparation will be staffed to provide intervention and enhancement opportunities to students as provided herein, and in addition two or three common preps per month on minimum days when Professional Development is optional. The District shall continue to implement interventions and enhancement under the Educational Enhancement/Intervention Program (EEIP) and ensure its alignment with the Multi-Year Academic Acceleration Plan (MAAP). The common preparation will provide time to carry out professional duties with grade level teams in order to collaborate and coordinate the District's academic program.

10.5.3.2 The first 30 minutes of each workday shall be 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.

10.5.3.3 All elementary teachers not receiving three preparation periods weekly from the third week of school and two or three common preps per month shall receive compensation for each preparation period at the teacher's per diem rate.

10.5.3.3.1 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) (preparation teachers)

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, 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.

10.5.4.4 Transition Time

10.5.4.4.1 Effective July 1, 2026, the District will make its best efforts to provide a transition period of at least six (6) minutes between classes for EEIP teachers.

10.5.4.4.2 Effective June 30, 2027 there must be a transition period of at least six (6) minutes between classes for EEIP teachers.

10.5.5 Secondary Preparation Periods

10.5.5.1 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 General Provisions

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted by unit members during staffed and common preparation periods in this section consistent with District grade level unit plan. 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 data entry shall be carried out during the school day or as part of the one hour of professional responsibilities in Article 10.2.8 not dedicated to parent and student contact.

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 and Paraprofessionals.

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

10.6.6.3 Whenever a Self Contained Program (SCP) is placed on a District campus, which includes general education classes, preference shall be given to locating the SCP class in close proximity to age-appropriate general education classes.

10.6.6.3.1 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 IEPs 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 “vulnerable” 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 “vulnerable” student by letter or telephone and arrange a conference with the parent/caregiver and child.

10.7.3.2 Each secondary “advisory” teacher shall contact parents/caregivers of “vulnerable” advisory student by telephone or letter to:
- Alert the parent of problems in the “vulnerable” advisory 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 an “advisory” 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/OUSD Joint Committee on Extended Day Kindergarten, OEA and the District representatives shall evaluate the Extended Day Kindergarten program annually no later than March 1 to determine the success of the program, as well as adherence to this collective bargaining agreement between OEA and OUSD. Kindergarten teachers shall be afforded the same terms and conditions as other classroom teachers.

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

10.9 Extended Collaboration Time

10.9.1 All student minimum days at each school shall be extended 30 minutes beyond the normal duty day to support staff collaboration.

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

10.9.3 Collaboration activities shall be determined at the site level in collaboration with the Faculty Council or Instructional Leadership Team 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 Special Education 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 duty day on those days beyond thirty (30) minutes.

10.10 (Deleted)

10.11 Shared Commitment to Foundational Learning Series

The parties agree that Foundational Learning is critical to the growth and development of staff in OUSD. Therefore, the Parties agree to the following guidelines for the implementation of Foundational Professional Learning for Summer and Fall of 2022.

10.11.1 All FTE unit members and new hires are encouraged to attend at least two (2) OUSD Foundational Professional Learning sessions during one of the weeks designated for Foundational Professional Learning during the summer.

10.11.2 Teachers and other 10 month FTE unit members and new hires shall be paid the Extra Duty rate for participation.

10.11.3 As a part of the compensation package referenced in Article 24 and Article 10 Section 1 above of this Agreement, all unit members shall complete two sessions of Foundational Learning pertaining to their grade level or area of expertise either during the summer sessions or at another time during the school year by October 31, 2022.

10.11.4 In OUSD, we have defined foundational professional learning as the following:

10.11.4.1 Anti-Racist Learning; Standards & Equity Institute;

10.11.4.2 Title IX (Sexual Harassment); Suicide Prevention

10.11.4.3 Standards-based instruction focused on English Language Development, English Language Arts, Math, Science, and Music and Arts;

10.11.4.4 Guided Language and Acquisition Design (GLAD);

10.11.4.5 ALLAS;

10.11.4.6 Multi-Tiered Systems of Support;

10.11.4.7 Multi-Sensory Instruction;

10.11.4.8 Universal Design for Learning (UDL);

10.11.4.9 Positive Behavior Interventions and Supports (PBIS);

10.11.4.10 Restorative Justice (RJ);

10.11.4.11 Oakland Educator Teacher Framework (OETF); and

10.11.4.12 Leadership Development.

10.12 Shared Commitment to Our Students

OEA and OUSD are jointly committed to student success. As such the parties affirm a commitment to ensuring the following:
a. Our youngest students develop the literacy skills they need to become lifelong readers, writers, critical thinkers and empowered community members;
b. OUSD's middle school students are prepared to thrive in high school; and
c. High school students in OUSD complete A-G requirements and are prepared for college, career, and community.

10.12.1 High Quality Equitable and Culturally Relevant Teaching

10.12.1.1

10.12.1.2 To foster a positive school culture for students, schools will focus on setting expectations and culture the first week of each school year. Transitional Kindergarten and Kindergarten classes shall be teacher directed and focus on setting expectations, routines, and classroom culture for the first 2 weeks of the school year and will also include 1 reset day after each extended break (Fall, Winter, and Spring). The District will adjust pacing guides and assessment calendars to reflect this focus.

10.12.1.3 OUSD will support OEA members to integrate Social Emotional Learning into standards based lessons that allow for the voice of historically under and misrepresented communities to be acknowledged and appreciated.

10.12.1.4 Unit members will regularly complete:

10.12.1.4.1 Student mental health screeners (maximum daily);

10.12.1.4.2 Use District-adopted mental health screener data to plan for and collaborate with school site teams (e.g. COST) to provide mental health support to students accordingly; Transitional Kindergarten and Kindergarten students shall be exempt from any district adopted mental health screeners. Effective July 1, 2026, mental health screeners for TK/K students shall resume.

10.12.1.4.3 Use SEL screener data to monitor priority student groups on a regular basis and plan for interventions; and

10.12.1.4.4 Provide necessary referrals to COST or other system of school-level providers to address mental health needs of students identified.

10.12.1.5 Within 15 days of the execution of this Agreement by both Parties, the Superintendent will issue guidance to School Site Administrators providing the flexibility needed to hold up to (3) three Restorative Days to reset campus culture and support social-emotional development. The guidance shall include expectations for adjusting District pacing expectations.

10.13 Equitable Access for Students to Weekly Minimum Day Intervention (Universal Extended Day, "UED")

10.13.1 Preamble-Incorporated as Background
OUSD's academic achievement data show that a disproportionately high number of students who are Black/African American, low income, and/or students with disabilities have baseline skills below their assigned grade level. As students matriculate through the grades, these gaps become more prominent and pose a

significant issue that impacts students' outcomes and school engagement. Over time, many of our OUSD students have lacked universal access to consistent, targeted intervention. Research shows that predictable access to high-quality, evidence-based intervention is a powerful level to reduce achievement gaps.
All students who require it should be able to participate in intervention, regardless of whether they rely on public or district-provided transportation or can attend an afterschool or summer program.

10.13.2 To provide students with equitable access to meaningful intervention and enrichment District-wide, effective with the 2023-24 academic school year, the Parties, agree as follows:

10.13.2.1 During the first four weeks of school, sites shall collaborate on effective implementation, based on site need, of equitable access to meaningful intervention and enrichment.

10.13.2.2 Beginning the fourth or fifth week of school (depending on the site), the first thirty (30) minutes after the closing bell on a minimum day shall be designated Universal Extended Day time;

10.13.2.3 All general and special education teachers from grades TK-5 shall provide either enrichment or intervention to students.

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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 and 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 *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.

11.2.3 *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).

11.2.4 *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.

11.2.5 *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.

11.2.6 Release Time Provisions for Association Officers

11.2.6.1 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 they 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).

11.2.6.2 The Association shall reimburse the District for full costs of the Association President and any other designated officer on a quarterly basis.

11.2.6.3 Upon the end of such release time, the unit member(s) shall have the right to be reassigned to their 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.

11.2.6.4 The Association shall maintain workers' compensation coverage for each officer designated under these release time provisions.

11.2.7 Legislative Leave

11.2.7.1 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.

11.2.7.2 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.

11.2.7.3 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 they 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.

11.2.8 General Leave

11.2.8.1 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.

11.2.8.2 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.

11.3 Leave of Absence With Pay

11.3.1 Eligibility

11.3.1.1 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

11.3.2.1 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.

11.3.2.2 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.

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

11.3.2.4 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:

11.3.3.1.1 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.

11.3.3.1.2 Paid sick leave may be used in two-hour increments for hourly unit members and paid at the employee's hourly rate.

11.3.3.1.3 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.

11.3.6.1 If the Employer has good reason to believe the unit member may not be able to carry out their 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 stat us. 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.

11.3.6.2 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.

11.3.6.3 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.

11.3.6.4 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.

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 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 their 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 their 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 their 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 substitute rate.

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 they are eligible, and is unable to fully perform their 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 they 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 their 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 they have 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 their 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.

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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 they received immediately prior to the receipt of Catastrophic Leave.

11.6.17 The Catastrophic Leave recipient, because they remain 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, they 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

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 their physician verify the period of time they are disabled and cannot perform the functions of their 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).

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 their physical disability arising out of their pregnancy, the Employer at its expense may request a doctor's verification of their 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 they are 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 they are 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.

11.9.2 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 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 their accumulated sick leave (section 11.3.2) prior to expiration of the 12 week child bonding leave, they 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 roll over 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. 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 their 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 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, upon District request, the employee will provide 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.

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 they are 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 they 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 without pay for the remainder of such ordered military service.

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 their 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 Temporary Permits for Statutory Leave (TPSL)

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

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

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

DEFENDING EDUCATION

ARTICLE 12 - ASSIGNMENT/TRANSFER/VACANCY/CONSOLIDATION POLICY

12.1 Definitions

Assignment: A position at a school or work site.

Consolidation: Reduction in the number of bargaining unit members at a given site or in a particular department or grade level of such a site.

Position Description: A description of a vacancy, which includes information such as specialized training and/or experience requirements and other site-specific needs.

Position List: A list of certificated vacancies which identifies the site, location, job title, grade level or subject area designation and credential requirements.

Reassignment: A change of a bargaining unit member's position within a school or site. Reassignment is not considered a transfer

Seniority Date: The unit member's first date of paid probationary service.

Temporary Contract: Contract of employment for a specific period of time not to exceed one year.

Transfer: Change from one site or work location to another within the district.

Employer-Initiated Transfer: Change in a unit member's site or work location initiated by the Principal/Site Leader/site administrator and/or other administrators.

Employee-Initiated Transfer: Change in a unit member's site or work location, initiated by the unit member.

Vacancy: An authorized position that does not have a unit member, other than a substitute, assigned to it.

12.2 Vacancies

12.2.1 Transfer requests for staffing subsequent school years shall be filled using the following process:

12.2.2 Vacancies for the Subsequent School Year
Vacancies for the subsequent school year shall be filled according to a multi-phase process as set forth in this Article.

12.2.2.1 General Provisions

12.2.2.2 **The Process:** The process for filling vacancies according to the "match process" defined in this Article is comprised of five phases which take all of the following into account:
a. The needs of the District to fill vacancies in a timely manner for the benefit of students;
b. Recognizing the past service of teachers who have been displaced from a position due to external factors over which they have no control; and

c. Empowering teachers at school sites with a significant and meaningful role in the selection process for filling vacancies.

12.2.2.3 Personnel Committee:

a. Unit members at each school will elect a Personnel Committee ("PC") of not more than seven (7) members with the simple majority (at maximum) of members being teachers at the site. For example, a seven (7) member PC shall have four (4) teacher members, and a five (5) member PC shall have three (3) teacher members.

b. The PC members shall, as much as feasible, reflect the needs of the grade levels, departments, and specialized programs. The PC shall call upon individuals to provide information, experience, and input in particular areas of expertise as needed. At the secondary level, at least one unit member with knowledge and/or experience in the content area, grade level, or pathway of the position for which a transfer applicant/candidate is being considered shall participate in the process.

c. By the second Friday in January, the PC will designate up to two teachers of the PC to be trained by Human Resources.

d. All teacher members of the PC will receive a stipend of $250. Up to two teacher members shall receive an additional $100 stipend for being designated as being available to participate in the summer hiring process during Phase 4.

12.2.2.4 **Distribution of Information:** As vacancies are identified for the subsequent school year, the Site Leader/Principal shall request from the Human Resources Services and Support a list of eligible candidates who have submitted timely voluntary transfer requests or who are Talent Pool Teachers as defined in section 12.2.2.5.2(a) below returning from extended leave of absence, and qualified external applicants. This information shall be provided to the Site Leader/Principal and the PC in a manner that facilitates timely implementation of the provisions of this Article.
a. The Human Resources Department shall update the vacancy list which shall be made available to voluntary transfer applicants and Talent Pool Teachers. The District shall promptly provide alerts as new vacancies occur.
b. The Human Resources Service and Support shall notify candidates, either electronically or in writing, when their names have been submitted to the site for consideration for transfer to that site or location.

12.2.2.5 **The Process for Filling Vacancies**
The District and the Association share an interest in facilitating placement of unit members in school programs for which there is a match between unit member desire and program need. For this reason, employee initiated transfers shall be granted upon the approval of Human Resources Services and Support (HRSS). Unit members may submit a request for transfer to HRSS as provided in this Article.

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.

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”)

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

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.

Teachers participating in Phase 1 as voluntary transfer applicants must notify Human Resources in writing (including email) not later than the end of the 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.

Each voluntary transfer applicant shall indicate in the written notice one of the following choices:

a. The employee is leaving their current assignment in order to participate in Phase 1; OR

b. The employee may transfer depending on the vacancy opportunities, but is not leaving their current assignment at this time.

Voluntary transfer applicants who submit a section (e)(i) notice above shall be considered for known vacancies first, along with other teachers and candidates described in paragraph “Phase 1” above.

After all “(e)(i) teachers” have been considered, voluntary applicants who submitted a section (e)(ii) notice above shall then be considered for known vacancies, along with other teachers and candidates described in paragraph “Phase 1” above.

The “(e)(ii) teachers” referred to in section (g) immediately above will receive written or electronic notification of selection or non-selection. The non-selected candidate may arrange a conference within five (5) days from the notice with the Human Resources Director or designee. The “(e)(ii) teachers” referred to in section (g) immediately above may choose among the following options:

c. Accept a “match” and voluntarily transfer; or

d. Decline “match” opportunities for transfer and retain their current assignment; or

e. Leave their current assignment, and participate in the transfer process according to the remaining Phases set forth in this Article.

12.2.2.5.2 **Phase 2 (Priority Advisory Matching):** Beginning not later than April 1 and extending for twenty (20) teacher workdays, vacancies shall be filled exclusively by teachers in the Talent Pool through the following process.

a. The Talent Pool is comprised of teachers whose current positions have been consolidated due to reasons including overstaffing, school redesign, school closure, unassigned Instructional Support teachers, teachers exiting a school/program pursuant to Articles 12.9, 27, or 28, and unassigned teachers returning from an extended leave of absence.

In order to be considered for placement, a teacher in the Talent Pool must participate in the process set forth in this section. Failure to do so shall result in a teacher foregoing the priority placement rights set forth in Phase 2.

a. "Participate" means attend the school site showcase, present a demonstration lesson (only for teachers returning from extended leave) and engage with the PC. Thereafter, Talent Pool Teachers must submit a list of up to five (5) preferred schools to the Human Resources Department by the deadline established by HR.

b. Talent Pool Teachers shall be offered two (2) days of substitute coverage to "participate" during Phase 2 after the school site showcase.

In order for the PC to exercise the right to provide the Advisory Matching Feedback Form to a Talent Pool teacher who has included a school among the list of preferences, the school must participate in the process with such teacher. Failure to do so shall result in the PC foregoing its right to provide the Form to such teacher, and the teacher shall be deemed to be a "match" for that school. "Participate" means attend the school site showcase, offer visits to the site, engage with interested teachers, watch demonstration lessons (only for teachers returning from extended leave), and conduct classroom observations (if possible).

The OEA President and Superintendent/designee may determine that capacity and time constraints necessitate modifications of the levels of "participation" provided in section 2(b) and 2(c) above. This could mean, for example, that there may be insufficient time for a teacher to visit every school and/or for the PC to observe, engage with or conduct a demonstration lesson for every interested teacher.

The PC's recommendation shall be based on the match criteria to determine if there is a "match."

An external candidate or a voluntary transfer applicant who elected to leave their current assignment and remain in the transfer process (section Phase 1(h)(iii) above) may be selected to fill the vacancy

during Phase 2 only if there is no Talent Pool teacher who meets the match criteria, in which case, sections 2(h) through (j) below shall not apply.

Placement in vacancies shall be determined by a "match" between the stated preferences of the Talent Pool teachers and the recommendation of both the PC, and the Site Leader/Principal.

The PC shall provide a list of teacher(s) it is recommending to the Site Leader/Principal who shall then indicate agreement or disagreement with the recommendation(s).

If the Principal/Site Leader disagrees with any PC recommendation(s) on the list, the Principal/Site Leader and the PC shall be afforded an opportunity to reach agreement. In the absence of agreement, there shall be a review by the Superintendent and OEA President, whose decision shall be final.

The final list will then be forwarded to the Human Resources Department which shall facilitate the placement of Talent Pool Teachers at any of each individual's up to five (5) preferred schools.

i. For example, a less senior teacher could be placed at "matched" school "A" for which a more senior teacher did not "match.' Instead the more senior teacher could be placed at school "B" for which there was a "match."

ii. In any event, a Talent Pool Teacher who has not been "matched" with any of their up to five schools, shall be placed at one of those five schools based on seniority, or may elect one of the following options in section (k) immediately below.

A Talent Pool Teacher who does not elect to be placed at a school as provided in section (j)(ii) above may instead exercise one of the following options:

i. Be placed in available Instructional Support roles. These teachers shall be placed by the District in order of seniority, with the District giving due consideration to the teacher's preference, strengths, and interests; OR

ii. Elect to remain in the Talent Pool.

12.2.2.5.3 **Phase 3 (Advisory Matching):** Following the close of Phase 2 above and extending through June 30, the District may fill vacancies from teachers remaining in the Talent Pool, remaining voluntary transfer applicants who elected to remain in the transfer process (section Phase 1 (h)(iii) above), and external candidates, subject to the match criteria and the following process.

a. Teachers remaining in the Talent Pool at the close of Phase 2 shall be considered for new vacancies, providing they communicate to the Human Resources Department in writing (including email) their interest in specific listed vacancies with in three (3) teacher work days after a vacancy is posted to the vacancy list. Talent Pool Teachers and schools with vacancies must "participate" as defined in Phase 2 above, provided, however, there will be no school site showcase.

i. For new vacancies arising after the end of the teacher work year through June 30, participation by the PC shall be by the designated “summer” PC members, and the three (3) days referred to in (a) immediately above shall be days on which the District Office is open for business.

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 Personnel Committee (“PC”) and the Site Leader/Principal.

i. For Teachers remaining in the Talent Pool who meet the time line in section (a) above, the determination of “matches” shall be made and reported to Human Resources not later than eighteen (18) teacher work days following the posting of the vacancy.

ii. As soon as possible thereafter, Human Resources will inform the participating Talent Pool Teachers in writing (email included) whether a “match” was determined.

iii. A Talent Pool Teacher who has not been matched may arrange a conference with the Human Resources Director or Designee by written request within five (5) days of being notified of not being a match.

iv. Following notification from Human Resources, a Talent Pool Teacher who has been “matched” with the preferred vacancy shall be placed at the school based on seniority if they notify Human Resources in writing (email included) of this election within two (2) teacher workdays, or may elect one of the following options in section (c)(i) and (c)(ii) immediately below.

v. Following notification from Human Resources, a Talent Pool Teacher, who has not been “matched” with the preferred vacancy shall be placed at the school based on seniority if they notify Human Resources in writing (email included) of this election within two (2) teacher workdays, or may elect one of the following options in section (c)(i) and (c)(ii) immediately below.

vi. As required by Education Code section 35036, voluntary transfer applicants who were not placed in Phase 1 may elect one of the options provided in section (d)(i) and (ii) immediately below.

Talent Pool Teachers meeting the time line set forth in (a) above who have not been placed may instead exercise one of the following options:

i. Be placed in available Instructional Support roles. These teachers shall be placed by the District in order of seniority, with the District giving due consideration to the teacher’s preference, strengths and interests; OR

ii. Elect to remain in the Talent Pool.

Voluntary transfer applicants who elected to remain in the transfer process may exercise one of the following options:

i. Be placed in available Instructional Support roles. These teachers shall be placed by the District with due consideration given to the teacher’s preference, strengths and interests; OR

ii. Elect to remain in the Talent Pool.

The District may fill vacancies through the Phase 3 “match” process with external candidates immediately if no qualified Talent Pool Teachers apply for the vacanc(ies).

12.2.2.5.4 **Phase 4 (Summer Hiring):** Following the close of Phase 3 above and extending until two (2) weeks before the first student attendance day, the District may fill vacancies from both current employees still waiting to be placed and external candidates, subject to the “match” criteria and the following.

a. The designated “summer” PC member(s) shall be available to participate in the hiring process over the summer.

12.2.2.5.5 **Phase 5 (New Year):** Following the close of Phase 4 above and extending into the upcoming teacher work year, the District may fill vacancies from both the Talent Pool and external candidates, subject to the “match” criteria and the following process.

a. The District shall place teachers remaining in the Talent Pool or external candidates may be placed into site vacancies. Talent Pool teachers not placed into a site vacancy will be placed into Instructional Support Roles. These teachers shall be placed by the District in order of seniority and with due consideration of the teacher’s school site preference, strengths and interests.

12.2.2.6 Hiring Criteria

As used in this Article, “hiring criteria” are comprised of site-determined and District recognized programmatic elements or Site and Teacher Agreements which require fulfillment of specific teacher responsibilities essential to the operation of the school.

12.2.2.6.1 These programmatic elements can apply to individual schools and programs integrated within a larger school and must be deeply integrated into the organizing principles of the school or program such that the specialized program could not function without them.

12.2.2.6.2 Site and Teacher Agreements must be clearly linked to the mission and vision of the specialized program and clearly identify essential instructional practices and commitments that all staff hold and which are different from traditional educational programs or courses of study.

12.2.2.6.3 The site based requirements referred to in sections 12.2.2.6.1 and 12.2.2.6.2 above must be identified and implemented by the school or program in order to serve as a criterion to be used in the hiring and placement process set forth in this Article.

b. Schools with the following identified and District-recognized organizing principles are deemed to have complied with the requirements of this section and may use hiring criteria:
   i. Dual Language Immersion
   ii. Linked Learning
   iii. Newcomers Program
   iv. Expeditionary Learning
   v. Big Picture
   vi. Blended Learning

vii. Lab Schools associated with Teacher Training Programs

b. In addition, schools that complete the process set forth in Article 27 may utilize their approved hiring criteria.

12.2.2.7 Affirmation Agreement:
The matters set forth in section 12.2.2.6 above shall be reduced to writing in an "Affirmation Agreement" that shall be provided to each transferred Talent Pool Teacher or external candidate at the inception of their employment at a school or in a program that meets the requirements of section 12.2.2.6 above.

12.2.2.7.1 All applicants/candidates are required to sign such document as a condition of working at such school or program.

12.2.2.7.2 Not later than the end of the first semester, the Principal/Site Leader may determine in writing that a teacher has not satisfied the terms of the Affirmation Agreement at the new site or program within a site.

12.2.2.7.3 In such case, the Principal/Site Leader and teacher shall discuss the written reasons supporting the determination that the Affirmation Agreement has not been satisfied. The Principal/Site Leader and teacher shall also discuss the option of the teacher's voluntary return to the Talent Pool and participation in the transfer procedure at Phase 1 for the subsequent school year.

12.2.2.7.4 If the teacher does not select the option to return voluntarily to the Talent Pool, the following process shall apply:
a. The Principal/Site Leader and the PC shall be afforded an opportunity to discuss the Principal/Site Leader's written reasons supporting the determination that the Affirmation Agreement has not been satisfied.
b. The teacher may also elect to meet with the PC to discuss the Principal/Site Leader's written reasons supporting the determination that the Affirmation Agreement has not been satisfied.

12.2.2.7.5 If the PC agrees with the Principal/Site Leader's determination, the teacher will automatically be placed in the Talent Pool and begin participating in the transfer procedure at Phase 1 for the subsequent school year. In the absence of agreement, there shall be a review by the Superintendent and OEA President, whose decision shall be final. This process, including the review if any, shall be completed not later than the last teacher work day in February.

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 evaluation procedures

i. Differentiated Instruction Support
j. Prep Teacher at priority schools

12.2.2.8.2 Composition of the teacher's role(s) shall be identified at the time of assignment.

12.2.2.8.3 These assignments shall be limited to a maximum of two (2) school sites.

12.2.2.8.4 Priority in assigning these roles shall be given to schools with a 90% or more unduplicated student count.

12.2.2.8.5 Absent agreement between the teacher and the Site Leader/Principal, and approval by the District, teachers shall serve in Instructional Support Roles for only one (1) school year, upon the completion of which they shall re-enter the transfer process at Phase 1 for the subsequent school year.

12.2.2.9 Positions of unit members on leave for one (1) semester or less shall not be considered vacancies. In the event that the unit member extends their leave beyond one (1) semester, does not return, or chooses another assignment, the unit member's former position shall be declared vacant and shall be filled in accordance with this Article.

12.2.2.10 Positions of bargaining unit members serving as Consulting Teachers in the PAR program shall not be considered vacancies. The Consulting Teacher is considered on leave to a categorically funded program from their regular assignment (See Article 25 - PAR Program).

12.2.3 Vacancies Occurring During The School Year

12.2.3.1 Unit members who are unassigned because of consolidations, employer-initiated transfers and/or who are returning from leaves shall be given the first opportunity to accept vacancies for which they are qualified.

12.2.3.2 All vacancies occurring during the school year shall be filled first by unassigned staff who have the required credentials, qualifications and experience. Remaining vacancies shall be filled by substitutes and new hires having qualifications for the positions.

12.2.3.2.1 In no case shall the Employer hire an applicant with only an emergency credential until all applicants with preliminary or clear credentials have been considered.

12.2.3.2.2 The Employer will indicate on the monthly listing of new hires provided to the Association those unit members hired with emergency credentials, intern credentials, and/or preliminary or clear credentials.

12.2.3.3 Vacancies occurring after the start of the school year, except in Adult Education or Early Childhood Education, may be filled for the remainder of the school year at the direction of the Superintendent or designee. The vacancy shall subsequently be posted according to the procedures in this Article and shall be filled effective with the start of the succeeding school year.

12.2.3.4 Positions of unit members on leave for one (1) semester or less shall not be considered vacancies. In the event that the unit member extends their leave beyond one (1) semester, does not return, or chooses another assignment,

the unit member's former position shall be declared vacant and shall be filled in accordance with this Article.

12.2.3.5 Positions of bargaining unit members serving as Consulting Teachers in the PAR program shall not be considered vacancies. The Consulting Teacher is considered on leave to a categorically funded program from their regular assignment. (See Article 25 - PAR Program.)

12.2.3.6 Position descriptions shall include the following statements: "The Employer does not discriminate in employment on the basis of age, creed, gender, race, ethnic background, marital status, sexual orientation, national origin or disability."

12.2.3.7 The Employer does not discriminate on the basis of sex or handicap in educational programs and activities. (Title IX of the Education Agreement of 1972; OUSD Affirmative Action Plan, adopted March 30, 1976; Section 504, 1973 Rehabilitation Act; and the Americans with Disabilities Act, 1990.)

12.3 Application Process

12.3.1 Applications shall be available at District sites, the Administration Building on-line and provided to the Oakland Education Association. The parties encourage all unit members to file applications using the electronic process.

12.4 Assignment Factors

12.4.1 The Principal/Site Leader of each school site, Personnel Committee, and heads of central office divisions requesting teacher personnel shall supply the Human Resources Services and Support with the basic data upon which to determine the eligibility of a candidate for a position on the basis of the following assignment factors:
Possession of the appropriate California Teaching credential;
Qualifications and Experiences;
Hiring Criteria (if applicable)

12.4.2 Seniority in the District shall determine assignments according to the process set forth in this Article.

12.4.3 In recognition of the importance of experience in the District, the Employer will give full consideration to current credentialed and qualified temporary and substitute teachers who are eligible applicants for a posted vacancy according to the process set forth in this Article.

12.4.4 Candidates not selected for a position will be notified either electronically or in writing of the reason(s) for non-selection after a selection has been made and a candidate has accepted. The non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director or designee to discuss the ineligibility.

12.5 Transfers

12.5.1 General Provisions

12.5.1.1 A transfer is defined as an assignment change from one site to another within the District.

12.5.1.2 Assignment changes for elementary school instrumental music instructors, EEIP teachers, special education teachers, speech and language

pathologists, nurses and psychologists are not considered transfers in that such assignments are subject to change because of fluctuations in enrollment and program requirements. Prior to such changes being made, except in an emergency or for extenuating circumstances, unit members shall be consulted regarding possible changes, provided a minimum of five (5) days notice and the provisions of Article 10.2.3 shall apply.

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.

12.6 Employee-Initiated Transfer (Voluntary)

12.6.1 The Employer and the Association share an interest in facilitating placement of unit members in school programs for which there is a match between unit member desire and program need. For this reason, employee initiated transfers shall be granted upon the approval of Human Resources Services and Support (HRSS) using the process for filling vacancies in Article 12.2.2.5.

12.6.2 The unit member may discuss with the immediate supervisor the reasons for the transfer if he/she desires.

12.6.3 If a unit member's transfer request is denied, the unit member will be notified either electronically or in writing as to the reasons why. Upon written or electronic request, a non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director to discuss the ineligibility.

12.6.4 A unit member whose transfer request has been approved will be expected to remain in the new assignment for at least two (2) years, unless an emergency situation or extenuating circumstances makes it desirable for another transfer to take place.

12.7 Employer-Initiated Transfer (Involuntary)

12.7.1 If the Principal/Site Leader and/or other administrators initiate a transfer, the administrator shall arrange a conference with the unit member to discuss the reasons a transfer is being proposed. Prior to the conference, the unit member will be notified in writing that he/she may elect to have an Association Representative present at the conference. An Association Representative shall receive a copy of the notice. The unit member may propose alternatives to the transfer at the conference or in writing within five (5) days after the conference. At the conference, the unit member shall be provided the Position List referenced in Section 12.1. If, at the conclusion of the conference, it is determined that a transfer is desirable, the Employer may proceed with the transfer and shall provide a copy of the transfer request to the unit member and the Association listing the reasons for the transfer.

12.7.2 The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. The Unit member's preference shall be honored unless there is a conflict with the assignment factors previously enumerated in this Article.

12.7.3 Except in cases of immediate need or emergency, unit members shall be given notice of employer-initiated transfers by the first Friday in December for a transfer

that is to take effect in the second semester; and by the first Friday in April for a transfer that is to take effect at the beginning of the first semester.

12.7.4 A unit member subject to transfer under this section may appeal the transfer as follows:

12.7.4.1 Within five (5) business days from written notice of the decision, a notice of appeal must be delivered to Human Resources Services and Support.

12.7.4.2 Within five (5) business days of such notice, a Joint Appeals Panel (Panel) shall be convened and will consist of two (2) members selected by the Association and two (2) members selected by the District. The Panel shall review and consider all pertinent facts prior to rendering its decision.

12.7.4.3 The Panel shall render its decision within five (5) business days. If no decision is rendered within five (5) business days, or the unit member and Association dispute the decision, the Association on behalf of the unit member may appeal the decision of the Panel to expedited arbitration.

12.7.4.4 If the Association proceeds to arbitration, it shall notify the District in writing within five (5) business days. Within five (5) business days of such notification, representatives of the District and the Association shall select a mutually acceptable arbitrator. The selection of the arbitrator shall proceed under the mutual strike method from a list of arbitrators provided by State Mediation and Conciliation Services.

12.7.4.5 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. Any award of the arbitrator shall be binding on the grievant, the Association and the District. The arbitrator and arbitration proceeding shall otherwise be subject to the scope of authority and conditions enumerated in Section 14.9.5 and Section 14.9.6.

12.7.4.6 The Employer shall have the same duty to defend and indemnify Joint Panel members participating in the appeals process 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.

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

12.7.4.8 The Human Resources Services and Support shall immediately notify the unit member in writing of the new assignment.

12.7.5 Employer-initiated transfers shall not be initiated for reasons of a punitive or disciplinary nature, but rather to address specific program needs of the Employer as they relate to the specific unit member.

12.7.6 Unit members transferred under this section shall not be subject to another transfer for two (2) work years (the first year following the transfer and the subsequent year).

12.8 Consolidations

12.8.1 Prior to the initiation of this consolidation procedure, site administrators shall discuss employee-initiated transfer options with the affected staff members.

12.8.2 A consolidation is defined as a reduction in the number of unit members at a given site or in a particular department or grade level of such a site. Consolidations can be made due to a decrease in enrollment, curriculum change, student program change, budgetary limitation, or other circumstances producing a similar effect upon unit member assignments.

12.8.3 Factors to be considered in selecting a unit member to be consolidated are: Credential and legal qualifications

12.8.3.1 All the above factors being equal, seniority in the District shall be given preference.

12.8.3.2 In addition, at the secondary level, major/minor fields and highly specialized skills relating to the subject area shall be considered.

12.8.4 Before any consolidation actually takes place, the Principal/Site Leader shall discuss in detail with the unit member, who is being consolidated, the necessity for the consolidation of such position. Such conferences shall take place within five (5) days of written notification. The form to record the conference shall be attached to this contract. (Appendix 16)

12.8.5 The unit member to be consolidated may request an appointment to be granted within ten (10) school days, with the Director of Human Resources or designee to discuss all known vacancies and any possible future vacancies.

12.8.6 School site consolidations will be effected as early in the school year as possible.

12.8.6.1 First Semester: Written notification to affected unit members of possible consolidation shall be given by October 1. By the date of the end of the first marking period for secondary schools, all school site classroom consolidations, including traditional elementary schools, shall be completed.

12.8.6.2 Second Semester: Written notification of possible consolidation shall be given by the first Friday in January. The final consolidation plan for the second semester for all schools shall be completed no later than the second Friday in January.

12.8.6.3 Consolidations in Early Childhood Education Centers shall be made by the last duty day in January or on the last duty day in June.

12.8.6.4 Consolidations in year-round schools shall not occur until fifteen (15) school days after the start of the last track.

12.8.7 Non-classroom consolidations may take place at any time during the school year.

12.8.7.1 The Employer will determine the necessity of a consolidation.

12.8.7.2 When specific consolidations are to take place, the administrators of the sites involved will inform their staff and discuss, if requested, the staffing modifications required.

12.8.8 Unit members to be reassigned because of consolidation of their positions shall be given the opportunity to accept current vacancies for which they are qualified.

12.8.9 The Executive Officer of Human Resources or designee shall notify the unit member in writing of the new assignment, as soon as possible, and provide one working day of release time for moving from one site to another. Additional time, if needed, may be granted by the new site administrator.

12.8.10 Consolidated unit members shall have the option of returning to the school from which they were consolidated if an equivalent position for which the unit member is qualified and credentialed becomes available. The Executive Officer of Human Resources Services and Support or designee shall notify such unit members of this option if said position is available.

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

12.8.12 The Employer will provide information to the Association prior to consolidations. Such information will include the sites where consolidations will take place, and any other pertinent information, which may be available.

12.9 Transfer/Consolidation Due To School Closure/Replacement

12.9.1 Unit members according to their seniority will have the option of being assigned to schools to which students from the closed school have been placed if positions are created due to the attendance of students from the closed school.

12.9.1.1 Due to the unique skill sets of secondary newcomer unit members who have worked in sheltered newcomer programs at least 1 FTE for one calendar school year, for the purposes of 12.9, these unit members may receive comparable privileges if circumstances allow as unit members who experienced a school program/replacement in the event their program is closed or replaced. Impacted and eligible unit members shall especially be given consideration to continue working with newcomer and English Learner populations. OEA and OUSD will meet and confer regarding implementation of this section.

12.9.2 In the event all unit members cannot follow the students from the school due to changes in enrollment, the process set forth in this Article shall be followed.

12.9.3 Should the unit member not exercise this option, they will follow the process set forth in this Article.

12.9.4 If closure is based on inability to use the facility, when the facility is rebuilt, all unit members who were in the original school shall have first opportunity to be assigned to the new facility. If more unit members desire to return than there are positions available, the assignment factors shall be considered.

12.9.4.1 After the unit members in the original school have had an opportunity to be assigned to the new facility, if vacancies still remain, then procedures for filling a vacancy under this Article shall be followed.

12.9.5 Unit members assigned to a school prior to grade reconfiguration (grade level changes) shall have the option of remaining at the school after reconfiguration. An exception would be allowed if the unit members do not have the credential required for the new grade level configuration.

12.9.5.1 In the event that all the unit members cannot remain after the reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated.

12.9.5.2 Unit members who wish to follow their students to another school, due to enrollment shifts required by reconfiguration, shall be granted the opportunity to do so, in accordance with the process set forth in this Article.

12.9.5.3 Unit members who do not want to continue in their assignments, due to reconfiguration, shall have the first opportunity to accept current vacancies for which they are qualified according to the process set forth in this Article.

12.9.6 Should the unit member not exercise the option to be considered or not be selected for a position in the New School, he/she may select a position from the Position List referenced in Section 12.1, unless such selection conflicts with the assignment factors (contained in Section 12.4). The Position List will be presented to the unit member before the end of the current school year. The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. If more than one unit member selects the same position, the unit member with the most seniority shall have preference.

12.9.7 A unit member not selected for a position in the New School under this section may appeal the decision pursuant to the appeal procedures enumerated in Section 12.7.4 above.

12.10 Classroom Teacher Assignment

12.10.1 Classroom teachers shall be given written notice of their tentative assignment for the following school year no later than ten (10) days prior to the last student day of the school year. 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 their 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. 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 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.

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 their 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, PE, or sheltered courses, but not SEI-coded 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 An SEI-coded Newcomer sheltered course will count as a separate preparation from the equivalent non-SEI course (e.g. SEI Algebra I and Algebra I will be considered two separate preparations)

12.10.2.1.7.1 Effective August 1, 2026, a secondary ELD Level Course will count as a different preparation (e.g. ELD 1 and ELD 2 will be considered two separate preparations). A secondary ELD Level ELD combination course will count as a single preparation.

12.10.2.1.8 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.

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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 their teaching certificate and/or their 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 24.17. 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.

12.11 Assignment For Adult Education Program

12.11.1 Positions in the Adult Education program shall be made available to qualified certificated personnel, except in cases where vacancies are filled by administrative transfers or by unassigned staff who have the required credentials.

12.11.1.1 First consideration shall be given in the selection process for posted vacancies in the Adult Education Program to Adult Education unit members.

12.11.1.2 Vacancy openings will be posted in accordance with established District procedures unless modified by further provisions of this Agreement.

12.11.2 Adult Education unit members shall not be released from their assignments without prior consultation with the Principal/Site Leader, who shall state the reason for the change in assignment.

12.11.3 In an effort to reduce Adult Education teachers' class preparations, assignments of one or more teachers at the site may be changed. Changes made in assignment shall be voluntary.

12.11.4 The District's letter of employment and assignment to Adult Education unit members will be the District's commitment to employment for the specific service to be rendered. The revised letter of employment and assignment is used in the offer of employment

12.11.5 A unit member's date of hire in the Adult Education Program shall determine seniority.

12.11.6 Contracted Adult Education unit members shall be exempt from any requirements to attend circuit or department meetings, or to participate in professional activities, or perform, or be assigned professional duties beyond the regular workday without additional compensation provided that unit members will be required to attend regular faculty meetings in the same manner and to the same extent as required of K-12 unit members.

12.11.7 All positions in Adult Education shall be posted. The posting period for said vacancies shall be neither less than five (5) working days nor more than fifteen

(15) calendar days. This provision does not apply to vacancies that require immediate placement of unit members due to special needs of outside agencies.

12.11.7.1 Adult Education unit members presently employed, who apply and are qualified, shall be given first consideration for these vacancies or new positions before a new employee is hired

12.11.7.2 All listings shall include days, hours, and duration of assignment and total hours.

12.11.7.3 The Adult Education Office shall keep on file requests by unit members for additional hours in areas for which they qualify.

12.11.8 Presently employed Adult Education unit members with less than a full-time contract shall be given first consideration for filling positions in Adult Education.

12.11.8.1 Ranking for consideration within the presently employed Adult Education unit members shall be according to subject area training, and experience as appropriate for the positions and according to seniority in the program.

12.11.8.2 Presently employed Adult Education unit members with less than full-time contracts who agree to waive the upward adjustment that would result in additional yearly contracted hours will receive full consideration for all temporary positions.

12.11.9 By June 8, 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, for the subsequent adult school year. Upon request, Adult Education unit members shall receive tentative assignments on May 15, or as soon thereafter as possible.

12.11.10 Assignment of work to a qualified, credentialed hourly teacher shall not be considered subcontracting or diversion of bargaining unit work provided such assignment does not violate the provisions of Section 12.11.10.1.

12.11.10.1 The Employer and Association will continue to work together to enhance comprehensive Adult and Career Education program offerings and increase Adult and Career Education enrollment and utilize Adult Education and Career Education contracted FTEs. There shall be no minimum number of contracted FTE required in the Adult Education program. The Employer and Association will continue to work together to enhance comprehensive Adult and Career Education program offerings and increase Adult and Career Education enrollment and utilize Adult and Career Education contracted FTEs.

12.12 Assignment of "Teachers on Special Assignment" (TSAs)

12.12.1 Teachers on Special Assignment shall be given notice, in writing, of their tentative assignments when the school program is completed in June for the ensuing school year.

12.12.2 A TSA shall be consulted individually regarding any change in their assignment due to unanticipated circumstances after the initial assignment, and shall be informed of any changes in writing. The appropriate administrator shall hold a conference with said TSA to discuss any change of assignment.

12.12.3 Schedules of TSAs who are assigned to more than one school shall be arranged so that no TSA shall be required to engage in an unreasonable amount of inter-

school travel. TSAs who are required to travel shall be eligible for mileage reimbursement as set forth. (See Section 24.17.) Such TSAs shall be notified of any changes in their schedule by October 1, of each school year, except in cases of emergency.

12.12.4 In the event eleven- or twelve-month TSAs are to be reassigned to ten-month positions for a subsequent work year, notice of possible reassignment shall be given by certified letter on or before March 15th of the current year. This reassignment shall be considered a consolidation.

12.12.5 The Employer shall make every reasonable effort to provide TSAs with adequate workspace, equipment, and supplies.

12.12.6 All TSAs shall work at least eighty percent (80%) of their work assignment time with students or in some teacher support role.

12.13 Early Childhood Education Center Transfers

12.13.1 Employer may transfer credentialed teachers to regular K-12 teaching positions. Such transfers shall be made into existing classroom vacancies within the teacher's credential. ECE credentialed unit member who do not wish to transfer shall remain in ECE and be paid on the ECE permit salary schedule.

12.14 Review Process for Electronic Forms of Communication

12.14.1 The electronic forms of communication delineated in this Article shall be subject to review by all parties involved. Both parties will meet to evaluate the effectiveness of the program.

12.14.2 The electronic program will continue to be reviewed bi-annually in May and January of each subsequent year throughout the term of this contract.

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 10th workday of each school year. Sample copies of evaluation plan/SMARTe goals, observation forms, evaluation forms A and B, reports and an evaluation calendar shall be included with the Evaluation Guidelines (See Appendix 6).

All forms shall be included in the Certificated Employee Evaluation Guidelines and in the Evaluation Handbook(s) 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 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 their 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. 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 (proficient or exceeding under the OETF), 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 they 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 evaluate (See Section 13.6.2).

13.2.3.3 Review and approve the evaluation plan submitted from the evaluatee.

13.2.3.4 Provide assistance to the evaluatee to achieve agreed upon objectives as stated in evaluation plan /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.

13.2.3.7 Assess progress.

13.2.3.8 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.
Reflecting and revising to improving student outcomes.
Engaging and supporting all students in learning.
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 (SMARTe goals/objectives), 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 SMARTe goals/objectives as stated in the evaluation plan

13.2.4.7 Assess progress.

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.

13.2.5.1.1 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 their 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 their work. The evaluation process outlined in Appendix 6 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, the Oakland Effective Teaching Framework, 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 SMARTe goal/objective, the evaluatee prepares an evaluation plan form. SMARTe goal/objective 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/ SMARTe goal forms. The body of the forms are completed as follows:

13.3.6.1 Items I through VI are required evaluation items.

13.3.6.2 Item VII, Other - Enter any additional items that are considered appropriate for evaluation.

13.3.6.3 Support Requirements - Enter the required administrative and/or logistic support.

13.3.6.4 Mitigating Factors - Enter circumstances, which may limit or inhibit success in achieving satisfactory control and learning environment.

13.3.6.5 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 plan (SMARTe goals) to evaluator by the 18th work day after the beginning of the employee's work year or the 18th 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 27th work day after the beginning of the employee's work year or the 27th 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 plan (SMARTe goals) completed by evaluatee.

13.4.5 Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives/goals 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/goals, 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 30th 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 they are not the evaluator, or the optional step may be invoked. In

either event, this step shall be completed by the 33rd 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 37th 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.

13.6.1.3 The evaluator may also wish to enter the following on the Evaluation Report/ Observation Form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.

13.6.1.4 Evaluation Report 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.

13.6.1.5 Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.

13.6.1.6 "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.

13.6.1.7 Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans/ SMARTe Goals 1 and 2. Comments may include reasons for variations from the Evaluation Plan/ SMARTe Goals.

13.6.1.8 Evaluations shall be conducted in private conferences.

13.7 Probationary Interim Report

13.7.1 A Formal 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, as outlined in the SMARTe Goal Forms (see Appendix 6) shall be reviewed. 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, the Oakland Effective Teaching Framework ("OETF") domains, 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 exemplary performance, to assist a proficient evaluatee to improve, and to provide assistance to facilitate improvement of an evaluatee who has a beginning or developing 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" and/or "developing" rating, an additional conference with the evaluator shall be held by the third Friday in April. 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.

13.9.2 When an evaluation contains one or more beginning and/or developing rating (unsatisfactory rating), 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. 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.

13.9.3.1 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.

13.10.1.5.1 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, their own comments thereon. The unit member shall acknowledge that they have read such material by affixing their 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 their 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 their 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.

13.11.6.1 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 their 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 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 their 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, they may challenge the evaluation, and if they 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.

ARTICLE 14 - GRIEVANCE POLICY

14.1 General

14.1.1 It is the policy of the Employer to develop and practice reasonable and effective means for resolving difficulties arising among employees, to reduce potential areas of grievance, and to establish and maintain recognized two-way channels of communication between staff and administration.

14.1.1.1 The purpose of this article is to set forth the procedures provided in the District for the prompt and equitable adjustment of differences, which may arise, and to provide equitable solutions to those problems at the lowest possible administrative level. The parties agree that confidentiality at any level shall be maintained.

14.1.2 This article provides procedures for consideration of grievances as they relate solely to contract disputes, and as they relate to this Agreement.

14.1.3 Provisions in this article shall not preclude administrative responsibility and authority for implementing Employer policies and operating schools.

14.1.4 The Association has the right to file a grievance on behalf of a group of affected bargaining unit members that have a complaint on identical issues.

14.2 Definitions

14.2.1 Problem is defined as a concern on the part of one or more employees, which arises from the application or interpretation of a provision of this Agreement.

14.2.2 Grievant is defined as a unit member who is filing a grievance.

14.2.3 Employee is defined as an employee receiving compensation and belonging to the unit herein. Independent contractors are not included.

14.2.4 Party in Interest is defined as a person who might be required to take action or against whom action might be taken in order to resolve the claim.

14.2.5 Conferee is defined as another District employee or representative from the exclusive organization (bargaining agent).

14.2.6 Immediate Administrator is defined as the administrator with immediate jurisdiction over the employee who is filing the grievance.

14.2.7 Day is defined as duty day for the unit member relating to time frames applicable to the grievant and/or duty day for the administrator responsible for responding to the grievance. In the event that the administrator responds to a grievance at a time when the grievant is not on duty, the time line shall be suspended until such time as the grievant returns to duty, unless the grievant requests otherwise.

14.3 Informal Resolution of the Problem

14.3.1 Unit Members are encouraged to ask their immediate administrator for assistance on matters that relate to their duties. A problem that arises should be discussed in a conference between the unit member and the administrator to whom they are immediately responsible.

14.3.2 At least one conference between the unit member and the immediate administrator concerning the problem shall be held before formal grievance procedures are invoked. The individuals should make every effort to resolve the

difficulty at the point of origin and should not hesitate to obtain information or advice from other appropriate sources in an attempt to arrive at a satisfactory solution.

14.4 Step A - Pre-Formal Stage

14.4.1 A Unit Member who believes they have a problem, which could result in a grievance, and who wishes to follow the prescribed procedure, is required to request an appointment to present the problem to the immediate administrator within 20 days after the unit member knew or reasonably should have known of the circumstances, which formed the basis for the problem.

14.4.2 The immediate administrator will schedule at least one private conference with the unit member within five days after request for the appointment, and every effort should be made to resolve the matter within five days from the date of the conference.

14.4.3 The final determination at this stage is an oral resolution of the problem between the unit member and the immediate administrator.

14.4.4 If the unit member is not satisfied with the administrator's response or if there is no response in the five-day period, the unit member may file a formal grievance no later than seven days after hearing the response or lack of a response.

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 individuals involved in the grievance, the immediate supervising Central Administrator (e.g. Executive Director/Assistant Superintendent/Network Superintendent), the Deputy Chief of Talent, the Executive Director of Labor Strategy, and the Superintendent.

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

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

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

14.5.6 The administrator must respond in writing within 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.

14.6 Level II

14.6.1 A grievance not resolved at Level I, or escalated from Level I, shall be presented by the grievant within seven (7) days from receipt of the Level I decision to the unit member's Central Administrator (e.g. Leadership Director/Assistant Superintendent/Network Superintendent).

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

14.7 Level III

14.7.1 A grievance not resolved at Level II or escalated from Level II shall be considered as presented to the Superintendent by the grievant within 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 seven days after receipt of grievance indicating 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.

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.

14.8 Mediation

The intent of this section is to provide a mechanism to mediate and resolve grievances in a satisfactory manner. The mediator shall be selected from a mutually agreed upon panel and shall facilitate dialog and help the parties reach a mediated settlement. The mediator shall have no power to add, modify or delete any provision of the collective bargaining agreement.

14.8.1 Recommendations of the mediator shall be advisory and non-precedent-setting. Neither party shall cite the recommendation(s) in future grievances.

14.8.2 The mediator shall present recommendations in writing to both parties in the form of a proposed settlement agreement within sixty (60) days of the mediation. Upon receipt of the mediator's recommendations, either party may appeal the recommendation by referring the matter to arbitration. If neither party appeals, the recommended settlement will be implemented.

14.9 Binding Arbitration

14.9.1 In the event the grievant is not satisfied with the mediator's decision at Level III, he/she may, within seven (7) days, request of the Association that the grievance be submitted to a neutral arbitrator from list in 14.9.3.

14.9.2 The Association, by written notice to the Superintendent or designee within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. The Association and the employer shall select an arbitrator using the procedures in Section 14.9.3.

14.9.3 Upon invocation of arbitration, the parties shall attempt to seek an agreement on a suitable arbitrator. If no agreement is reached within 10 days of the District's receipt of the Association's request for arbitration, the parties will jointly request a list of arbitrators from the State Mediation and Conciliation Service (SMCS) and will attempt to reach agreement from this list. If the parties are unable to reach such agreement within five (5) days of receipt of the SMCS list, an arbitrator shall be selected as follows:

- The Association will strike one arbitrator from the SMCS list.
- The District will strike one arbitrator from the SMCS list
- The parties will continue alternating strikes in this manner until one arbitrator remains, who then is the selected arbitrator.

The party striking first from the SMCS list shall alternate with each grievance, beginning with the first grievance on which the Association requests arbitration following ratification of this agreement.

14.9.4 Any award of the arbitrator shall be binding on the grievant, the Association and the District.

14.9.5 It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

14.9.5.1 The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement as alleged by the grievant.

14.9.5.2 The arbitrator, when necessary for interpretation of the contract, may use accepted rules of interpretation or construction of contracts.

14.9.5.3 The arbitrator shall have no power to establish salary structures, but has power to interpret words or phrases in the contract and related to the salary structure when necessary to resolve disputes.

14.9.5.4 The award of the arbitrator shall be based solely upon the evidence and arguments presented in the presence of the parties, and upon any post-hearing briefs of the parties.

14.9.5.5 The arbitrator shall have no power to change any practice, policy or rule.

14.9.5.6 The standard of review for the arbitrator is whether the employer acted in violation, misapplication and misinterpretation, was negligent or intentional in nature.

14.9.5.7 The arbitrator shall not consider any issue raised by the parties unless it has been raised by the parties at Level III of this Grievance Policy.

14.9.5.8 The arbitrator shall have no power to recommend or resolve the termination of services or failure to reemploy any member of the unit.

14.9.6 All fees and expenses of the arbitrator shall be shared equally by the employee and the Association.

14.9.7 If the Employer claims that a grievance should be dismissed; for example, it falls outside the scope of the procedure or was filed or processed in an untimely manner, such claim shall be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a stay/continuance, the duration to be determined by mutual agreement between such a ruling and any further proceedings, which may be necessary. If a stay/continuance is not requested, the arbitrator may immediately conduct any further proceedings, which may be necessary.

14.9.8 If the employer should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

14.9.9 The arbitrator shall have no power to render an award before thirty (30) days after the effective date of this Agreement. If a grievance is filed before the termination of this Agreement, it shall be continued until its completion pursuant to this Agreement.

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) 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 Time limits may be extended by mutual consent due to the inability to schedule conferences and responses within the above time frames.

14.10.3.4 A decision rendered at any step in these proceedings shall become final unless appealed within the time limits specified.

14.10.3.5 When it is not possible to conclude Levels 1, 2 or 3 before the end of the school year, either party may stay the grievance until the start of the next school year.

14.10.4 A unit member may present grievances to the appropriate administrator and have such grievances adjusted without the intervention of the exclusive representative as long as adjustment is reached prior to arbitration. Such adjustments are not inconsistent with the terms of a written agreement then in effect. Provided that the unit member will not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within five (5) days.

14.10.5 The grievant may terminate a grievance at any time by giving written notice to the administrator involved at the current level of the grievance.

14.10.6 A unit member may terminate any grievance conference until a conferee may be present. Securing a conferee shall not be construed as violating any time limits. Termination of the conference shall be confirmed in writing by the unit member.

14.10.7 A unit member may be represented at all stages, including Section 14.4, Step A Pre-Formal Stage of the grievance procedure, by himself/herself, or at their option, with a representative selected by the Association. The Association shall have the right to be present and state its views at all stages of the grievance procedure.

14.10.8 If a grievance arises from an authority higher than a Level 1 administrator, e.g., leave requests, payroll errors, insurance program benefits; the grievance may be filed at the appropriate step of the grievance procedure.

14.10.8.1 Personnel grievances shall be filed with the Director of Human Resources or their designee.

14.10.8.2 The Director of Human Resources shall be considered the Level 2 respondent for personnel grievances.

14.10.8.3 The Level 2 decision shall be appealable directly to Level 3, the Superintendent or their designee.

14.10.9 The Association may have the right to file a grievance in those areas that speak specifically to Association rights.

14.10.10 If a grievance is denied at any level prior to Level 3 on the basis that it is not considered as a grievance within the definition contained in this article, it may then be appealed in its entirety to the next level for consideration of the question of its grievability and its merits.

14.10.11 Failure to submit an appeal to the next level within the specified time limit indicates that the grievant waives the right to appeal further on the grievance at issue. Failure of unit member to present a grievance within the specified time limit shall render the grievance null and void.

14.10.12 Documents relating to the processing of grievances shall be filed separately from a unit member's personnel file. All records of proceedings shall be retained in the office of the Human Resource Division and shall be held confidential.

14.10.13 Grievance forms, which have been mutually agreed upon by the employer and the Association, will be prepared by the employer and made available at the Human Resource Division and the Association office.

14.10.14 Meetings shall be held at the local site or office for Levels I, II and III. At arbitration other localities may be designated by the arbitrator.

14.10.15 Every reasonable effort shall be made to schedule meetings for the processing of grievances at times when they shall not interfere with the instruction of students.

14.10.16 The Employer shall permit a reasonable amount of release time without loss of compensation for designated Association representatives for the purpose of processing grievances.

14.10.17 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved employee, the time limits set forth herein shall be reduced by mutual agreement so that the procedure may be completed prior to the end of the school year or as soon as practical.

14.10.18 Written responses by the administrator to the grievant shall be hand-delivered to the employee at the employee's worksite or sent by certified mail to the employee's address of record.

14.10.19 Evaluations are not subject to the grievance procedures unless the evaluation procedures have not been followed.

14.10.20 A copy of the grievance form is found in Appendix 16 of this Agreement.

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.

15.2.4 For the 2023-24 school year, when the District is unable to balance class sizes pursuant to this Agreement, for class sizes that exceed, the maximum pupil contact per day set forth in Sections 15.5.2 the District shall compensate the unit member for overages after the balancing period as follows:

15.2.4.1 Elementary: In Elementary Schools, for class sizes that exceed, the maximum pupil contact per day set forth in Sections 15.5.2, unit members shall be compensated one thousand-two hundred dollars ($1200) per semester per student

15.2.4.2 Secondary: In Secondary Schools, for class sizes that exceed, the maximum pupil contact per period as set forth in Sections 15.5, unit members shall be compensated at the unit members per Diem hourly rate times 5 periods/contact maximum per week times the number of students over period class size OR total contact maximum x number of days.

15.2.4.3 Payments for class size overages are issued to unit members at the end of each fiscal year.

15.2.4.4 Unit members shall complete the District's electronic form at the end of each semester to receive compensation.

15.2.4.5 The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the compensation under this section. If the enrollment is nine (9) school days or less, the amount shall be prorated.

15.2.4.6 To the extent a student is assigned or enrolled late, transferred out of a unit member's class, or has schedule change, the compensation provided per this section shall be prorated on a per day basis.

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/OUSD 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

Effective June 30, 2027, The Employer shall not exceed the following class size maximums.

15.4.1 Elementary Schools - Maximum Class Sizes Base Program

For the 26-27 School year, the following class size allocations will be in place:

	Base Program	Unduplicated Pupil Percentage in excess of 90%
Kindergarten	26	25
Grades 1-3	29	28
Grades 4-5	30	29

Effective June 30, 2027, the following class size allocations will take effect:

	Base Program	Unduplicated Pupil Percentage in excess of 90%
Kindergarten and Grade 1	24	24
Grades 2-3	29	28
Grades 4-5	30	29

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. Class size for grades TK through 3 may be determined by future state laws and regulations.

15.5 Secondary Schools – Maximum Class Sizes Effective June 30, 2021

	Base Program	Unduplicated Pupil Percentage in excess of 90%
	Class Size and Maximum Pupil Contact per Day	Class Size and Maximum Pupil Contact per Day
English	31 x 5 = 155	30 x 5 = 150
Foreign Language	31 x 5 = 155	30 x 5 = 150
Mathematics	31 x 5 = 155	30 x 5 = 150
Social Science	31 x 5 = 155	30 x 5 = 150
Non-Lab Science	31 x 5 = 155	30 x 5 = 150
Lab Science	30 x 5 = 150	29 x 5 = 145
Business Education (word processing)	Available Work Area or 33 x 5 = 165	Available Work Area or 32 x 5 = 160
Business Education (other)	Available Work Area or 32 x 5 = 160	Available Work Area or 31 x 5 = 155

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Industrial Arts	Available Work Area	Available Work Area
Homemaking	28 x 5 = 140	27 x 5 = 135
Physical Education	51 x 5 = 255	50 x 5 = 250
Music (Instrumental & Choral)	51 x 5 = 255	50 x 5 = 250
Music History / Theory	31 x 5 = 155	30 x 5 = 150
Drama and Performing Arts	Available Work Area or 21 x 5 = 105	Available Work Area or 20 x 5 = 100
Arts - Crafts	26 x 5 = 130	25 x5 = 125
Arts - Fine	29 x 5 = 145	28 x 5 = 140
ROTC	34 x 5 =170	33 x 5 = 165
Career and Technical Education	Available Work Area or 31 x 5 = 155	Available Work Area or 30 x 5 = 150
Middle School Physical Education (PE)	49 x 5 = 245	

15.6 Adult Education - Maximum Class Sizes

Basic Adult Education Classes 36 x 5 = 180

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.

Effective June 30, 2027, teachers of combination classes shall receive the agreed upon stipend as defined in Article 24.5.3.

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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 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 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 Self-Contained Programs (SCPs)

15.10.1 The District shall make every effort 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:

Program	Soft Cap
Early Childhood Self-Contained Program	Mild-Moderate: 10 Extensive Support Needs: 8
Mild-Moderate Self-Contained Program	13
Moderate Self-Contained Program	13
Extensive Support Needs Self-Contained Program	10
Mental Health Self-Contained Program	2023-24: 13 2024-25: 12 2025-26: 11

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:

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

15.10.3 If a member's class size exceeds the amounts above, a written support plan shall be implemented within 15 days from the date a student is assigned to the unit member's class. This written support plan may include, but must not be 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.

v. Support offered to special education teachers should be, at minimum, equivalent to support offered to general education teachers.

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

15.10.5 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.

15.10.6 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.

15.11 Transitional Kindergarten

Effective June 30, 2027, Transitional Kindergarten classes shall be staffed at an adult to student ratio of 1:10 (See CDE Guidance in Appendix).

Effective July 1, 2025, Transitional Kindergarten classes shall be staffed at an adult to student ratio of 1:10 provided that the adult to student ratio required by the California Department of Education is reduced from 1:12 to 1:10.

ARTICLE 16 - COMMITTEES

16.1 Joint Study Committees

Joint Study Committees (JSC) may be established by mutual agreement of Association and Employer to investigate topics of mutual interest.

16.1.1 The purpose of each study may be to gather and evaluate pertinent information and, in some instances, to develop recommendations.

16.1.2 A JSC shall function only in an advisory capacity.

16.1.3 The findings, conclusions, recommendations and final report of all such committees shall be submitted to the Association and Employer for review.

16.1.4 Sizes of JSC may vary inasmuch as the topics for study may differ considerably in complexity. Equal numbers of members and an appropriate number of alternates shall be appointed by the Employer and the Association to serve on such committees. District members and alternates shall be appointed by the Superintendent or designee. Association members and alternates shall be appointed by the Association President.

16.1.4.1 Sizes of JSC may vary inasmuch as the topics for study may differ considerably in complexity. Equal numbers of District and Association members and an appropriate number of alternates shall be appointed.

16.1.5 The work of the JSC shall terminate at the time that a final report of its findings and recommendations has been submitted for review, unless the report is referred back to the committee for further consideration.

16.2 Consultation Committees (CC)

The Association has the right to consult on the definition of educational objectives, determination of content, courses and curriculum, selection of textbooks, to the extent such matters are within the discretion of the public school employer under the law.

16.2.1 The Association shall delegate proportionately its unit member representatives to the total committee when established by the employer in these areas.

16.2.2 All CC reports on major curriculum issues shall be made available to each school Principal/Site Leader for review and comment prior to submission to the Board for approval.

16.3 Special Education Committee

16.3.1 Special Education Committee Purpose

In an effort to improve communication and collaborative problem-solving, the District and the Association shall establish a Special Education Committee made up of Special Education and General Education bargaining unit members and Special Education and General Education administrators (including Network Level).

16.3.2 Composition

There shall be not more than fifteen (15) unit members serving on the committee, and effort shall be made to ensure the Unit Members represent teachers and related services specialists across the continuum of services. By October 1st of

each year, the Association will provide the District a list of unit members to serve on the committee for the year. The District participants on the committee will include at least four (4) administrators including at least two (2) from the Special Education Department and at least one (1) Network level administrator, and one (1) Labor Relations team member.

16.3.3 Special Education Committee Function

It shall be the function of this committee to identify and discuss any opportunities or challenges of common interest related to Special Education. The specific function of the Committee shall be to facilitate a culture of collaborative problem-solving.

16.3.4 Logistics

The committee will hold regularly scheduled meetings, no less than every other month during the school year. Meeting times will be based on mutual agreement. The unit members shall elect a chairperson to facilitate communication regarding committee matters, including joint preparation of meeting agenda with the Deputy Chief. Minutes of items discussed and decisions made by the committee shall be reviewed for accuracy by the chairperson and by the Executive Director of Special Education or designee(s). The Deputy Chief shall ensure that the official minutes are posted for review by all District staff. Each party shall be responsible for notifying their respective constituents of the availability of the minutes.

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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. 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 District has an affirmative obligation to investigate and address harassment in collaboration with the impacted unit member. Corrective Action taken by the district to address harassment must be reasonably likely to prevent future harassment.

17.1.1 The parties support Oakland's status as a sanctuary district. Board Resolution 1617-0089 shall be incorporated herein as Appendix 15.

17.1.2 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.

17.1.3 Effective July 1, 2019, unit members shall participate in restorative justice and positive behavior intervention 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.

17.2.1 Safety Plans shall be available to staff on an internal District drive and board approved plans shall be available on the school websites.

17.2.2 At all sites, the District will facilitate emergency drills for unit member participation consistent with the Education Code.

17.3 Disruptive Actions by Students

Unit members may send to the appropriate administrator those students whose actions are disruptive to their 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, Harassment, or Threat Against a Unit Member by Students and Non-Students, Whether In-Person or Virtual

17.4.1 The unit member shall report any incident immediately to the administrator in charge or designee, who shall 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 which may include a request for a meeting and present it to the site administrator. The site administrator or appropriate manager shall respond within 24 hours or 1 working day following the written statement submitted by the impacted unit member. If the safety issue has not been resolved, the unit member shall notify the site administrator's supervising manager and the Talent Division. The Talent Division Office, in conjunction with the supervising manager, shall provide a written response to the unit member within five (5) days from the date of notification of the incident submitted by the unit member. The unit member and site administrator, in consultation with the union representative, restorative justice department representative, and/or other requested school staff member, will explore restorative practices, where consistent with the school site's safety plan and Education Code.

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 along with two (2) additional days 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. When assault, attack, threat, or harassment has occurred, the unit member may request a suspension of all communication with the offending party, which will be implemented by the site administrator.

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.

17.4.5 If it is finally determined that a student caused harm through 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 Faculty Council 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 Faculty Council 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 Faculty Council (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 Faculty Council not be in agreement on a safety-related topic, the Faculty Council 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, 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 Faculty Council (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 their 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 including training materials on culturally relevant anti bullying practices, suicide prevention, earthquake safety for classrooms, inclusive/antiracism, active shooter preparedness and conflict deescalation. Unit members shall complete the training within the first 8 weeks of the academic school year.

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. The District will make efforts to provide unit members with keys, as needed, to perform their duties.

17.11.3 Effective November 1, 2026, the District will provide all unit members with keys for bathrooms, classrooms and all spaces to which they need access in order to perform their duties.

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, 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 25.

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.

17.17

The District will create a Facilities Working Group/Advisory Committee in collaboration with OEA with the intent of providing the district with long-term facilities feedback in key areas which may include technology, indoor heat issues, air quality, outdoor play areas, and facilities infrastructure. The Working Group/Advisory Committee may also explore ways to maintain filters to clean indoor air, PPE as needed, and water filters at all school sites, and climate control and campus climate change adaptation for extreme weather.

17.18 Continuation High Schools

17.18.1 The District will make efforts to coordinate student transfers at the start of each marking period to support continuity, while maintaining flexibility for immediate placement as required by law and District requirements.

17.18.2 The District will review safety considerations regarding student placement. The district will share relevant information with site administrators and staff as required by law. Input from site administrators and staff will be considered based on feasibility and legal and practical considerations; final placement decisions remain the responsibility of District administration to ensure student safety and timely enrollment.

17.18.3 Prior to the student's arrival, the District will ensure that all legally required and relevant student information (including safety risks, IEP, and service needs) is shared with site administrators and other staff, in accordance with FERPA, Education Code §49076, and District policy.

ARTICLE 18 - ORGANIZATIONAL SECURITY

18.1 General

18.1.1 Upon written authorization from a unit member, the Employer shall deduct the appropriate amount from the salary of the unit member, make the appropriate remittances for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are designated by the unit member and authorized by the Board of Education.

18.1.2 Remittances shall be made within ten (10) workings days of the issuance of the pay warrants, unless it is beyond the control of the Employer.

18.2 Membership Dues

18.2.1 The Association shall deliver on or before September 1 of each school year, to the Employer a list of names of all unit members who are Association members and who have signed for authorized deductions of the annual unified membership dues.

18.2.1.1 The Employer shall deduct one tenth or one twelfth of such dues from the regular pay warrants of the unit members, depending on the number of said warrants he/she receives annually.

18.2.1.2 The Association shall provide verification to the Employer monthly of members who sign such dues authorizations after the opening of the school year. Their deduction amounts shall be appropriately prorated to complete the annual dues payments by the end of the school year.

18.3 Agency Fee

The Employer shall deduct an annual Agency Fee from the monthly pay warrants of unit members who are not members of the Association.

18.3.1 Unit members new to the Employer shall be apprised of the Organizational Security provisions of this Agreement by the Association and the District.

18.3.2 The agency fee amount shall be equal to the unified membership dues of the Association.

18.3.3 The agency fee can be made in a lump sum cash payment to the Association or can be authorized for payroll deductions.

18.3.4 In the event no cash payment or payroll deduction is authorized, the Employer shall immediately begin automatic payroll deductions as provided in Education Code section 45061. The automatic deductions shall begin with the first pay warrant issued.

18.3.5 There shall be no charge to the Association for the mandatory agency fee deductions.

18.4 Agency Fee Exception

18.4.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

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18.4.1.1 Said unit members shall pay, in lieu of the agency fee, sums equal to the agency fee to one of the following non-religious, non-labor organizations, under Title 26 of the Internal Revenue Code:

- Marcus A. Foster Educational Institute
- Foundation to Assist California Teachers (FACT)
- The CTA Martin Luther King Scholarship Fund

18.4.1.2 Arrangements for such payment shall be made on or before October 31 of each school year, except for new hires, who shall make payment within 60 days of date of hire.

18.4.1.3 Proof of payment and a written statement of objection, along with verifiable evidence of membership in said religious body shall be made on an annual basis to both the Employer and the Association as a condition of continued exemption from the provisions of Sections 18.2 and 18.3.

18.4.1.3.1 Proof of payment shall be in the form of receipts, payroll deduction stubs and/or cancelled checks indicating the amount paid, date of payment and to whom payment in lieu of the agency fee has been made.

18.4.1.3.2 If such proof is not provided as prescribed in Section 18.4.1.3.1 above, monthly payroll deduction of the agency fee shall begin with the November pay warrants.

18.4.1.3.3 Such deduction shall be prorated to complete full fee payment by the end of the school year.

18.4.2 Any unit member making payments as set forth in Section 18.4.1 above, and who requests that the grievance or arbitration provisions of this contract be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

18.5 Reporting and Payments

18.5.1 The Employer agrees to promptly remit on a bi-weekly and/or monthly basis dues/agency fee monies to the Association accompanied by alphabetical lists of unit members for whom such deductions have been made.

18.5.1.1 The Employer agrees to categorize the list as to members and non-members.

18.5.1.2 The Employer shall indicate any changes in personnel (additions or deletions) from the lists previously furnished.

18.5.2 The Association agrees to furnish in a timely manner any information needed by the Employer to fulfill the provisions of this article.

18.5.3 The Oakland Education Association agrees to pay to the Employer all reasonable legal fees and legal costs (including damages) incurred in defending against any court or administrative action challenging the legality of the Agency Fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

DEFENDING EDUCATION

ARTICLE 19 - SAVINGS PROVISION

19.1 General

19.1.1 Should any provisions of this Agreement be held contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

19.1.2 Within thirty (30) days of receipt of a court's decision, negotiations shall commence regarding matters related to such provisions defined in this article. The parties may mutually agree to an extension of this time period.

DEFENDING EDUCATION

ARTICLE 20 - CONCERTED ACTIVITIES

20.1 General

20.1.1 The Association agrees that it will not authorize, engage in or support any sanction, strike, work stoppage, or other concerted refusal to perform assigned duties by any members of the unit for any reason during the term of this Agreement.

20.1.2 The Association and the Employer recognize the duty and obligation of this contract and shall make every effort toward inducing all unit members and their supervisors to do likewise.

20.1.3 OEA agrees that the No Strike Clause prescribed above be continued without a window if the parties reach a closed three-year (3) Agreement.

20.1.4 Alternatively, if the parties do agree to reopen salaries and/or other economic items each year of the three-year (3) term Agreement, then the No Strike provision shall be lifted during such period after the exhaustion of all impasse procedures, if any, in each year.

DEFENDING EDUCATION

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, Speech-Language Pathologists (SLPs), Resource Specialists (RS) and Music Instructors shall have a permanent room at each site which includes a locking door, a locking file for FERPA-compliant storage of student records, and consistent access to a functional printer and printer paper. These spaces may be shared with other certificated unit members subject to FERPA.

21.2 Counselors

21.2.1 The following provisions shall apply to the allocation of counselors to every site serving sixth (6th) grade and above. “Counselors” as used in this article refers to unit members appropriately credentialed to provide social and academic interventions and counseling support for students. The site allocation for counselors shall be based upon a District-wide soft cap ratio of 450:1 effective July 1, 2026. If any counselor’s caseload exceeds the ratio, the District and the Union will meet and confer to establish a payment formula. In no case will any counselor’s caseload exceed 500:1.

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 21.2.2.1 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 21.2.2.1 above due to a reduction in force shall not result in a District-wide soft cap ratio greater than 450:1.

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

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

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

21.2.5.1 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 student-counselor soft cap ratio of 450:1, will be offered positions in the classroom by the Employer.

21.2.7 Every site serving sixth (6^{th}) grade and above shall be ensured monthly counseling services.

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

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

21.2.10 July 1, 2023 to provide 5.0 FTE for counselors with 1.0 to each school network to support COST teams, MTSS, Chronic Absenteeism, and Crisis Response.

1. The focus of the elementary counseling supports shall be prioritized to schools with Black student population of 40% or more consistent with Board Resolution No. 2021-0037.
2. Middle School and High School network counselors will be assigned to support schools with highest need.

21.2.10.1 To support students with coursework, college and career counseling or in their development of social emotional skills counselors will either push into classrooms to support students or elect to teach one of the following:

3. In High Schools
    a. Advisory
    b. College and Career Counseling
    c. Homework club
    d. Study Hall

e. Support for student internships

f. Progress monitor and track credit recovery

4. In Middle Schools:

a. Advisory

b. Homework club/study hall

c. Social emotional support groups/counseling

21.3 Coaches (Athletic and Instructional)

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.

21.3.1 Athletic Coaches

Unit members shall be given hiring preference over outside contractors for athletic coach assignments consistent with California Education Code §44919(b).

21.4 Bilingual Education

21.4.1 BCLAD Stipend

Effective July 1, 2023, all unit members shall receive an annual bilingual stipend of $3,000 The stipend shall be added to the annual salary amount and paid out in ten, eleven or twelve equal monthly increments dependent on the unit members classification. Unit members must meet one of the following criteria to be eligible for the bilingual stipend:

A. Unit members with a valid BCLAD or Bilingual authorization;

B. Deaf and Hard of Hearing Teachers who have passed the CSET: American Sign Language test

C. Unit members who have demonstrated bilingual proficiency by passing a District approved and administered bilingual examination and are required to use the specified language within their day to day duties as verified by their supervisor.

21.4.2 Dual Language Program Stipend

Effective July 1, 2023, all teachers who are receiving a bilingual stipend and teaching the targeted language in a dual-language program or early-exit program shall receive an annual dual language program stipend of $1,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven or twelve equal increments dependent on the unit members classification.

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

21.4.4 District Bilingual Advisory Committee

21.4.4.1 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, their contract shall be increased by the same number of hours (percentages) as he/she taught above their 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 their requested hours.

21.6 Visual and Performing Arts

There shall be a secure, designated place for storing musical instruments and other VAPA materials at each school site wherever possible. VAPA programs will have a clean, secure instructional space wherever possible. Where not possible, the Site Administrator will work with the VAPA teacher, VAPA council member and other departments to develop a plan.

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

21.6.3 A district-wide Visual and Performing Arts faculty council will be established. This body will meet monthly to collaborate, review, and advise around site art programs.

The composition of the VAPA Faculty Council shall be as follows:

1. Up to 4-6 OEA member designees (at least one elementary, middle and high school designee to ensure equitable representation); and

2. Up to 4 District employees designated by the Chief Academic Officer.

3. Meetings outside of the contracted school year shall count towards the unit members five hours of duties outside of the workday as prescribed in Article 10.

4. To the extent the District requests regular attendance at meetings or after school responsibilities beyond contractual hours or the contractual school year related to VAPA Council, unit members shall be compensated at the Extra Duty rate.

The VAPA faculty council shall establish a mission statement/charter to include the following:

1. Opportunities to seek external funding to renovate/build and provide ongoing maintenance of District dance and theater spaces;

2. Creative collaborations across District feeder and neighboring schools to support the enrollment, recruitment and retention of students and staff;

3. Joint efforts to provide access to a well-rounded Visual and Performing Arts education (including visual arts, vocal and instrumental music, dance, drama and technical theater) to all students in all grade levels.

4. Develop best practices for VAPA instruction space set up in collaboration with the Superintendent's designee for facilities and operations improvements.

21.6.4 Elementary VAPA

Effective with the 2026-27 school year, and subject to available funding:

1. VAPA teachers will be provided a designated budget to support VAPA program implementation at their school site. Budget allocations, including the total amount and any spending guidelines, will be communicated to VAPA teachers upon request, no later than two weeks before the start of the new school year, if feasible, to allow for adequate planning and purchasing of supplies.

2. The VAPA Council will collaborate to provide recommendations which shall include, potential program improvements to ensure quality and opportunities to combine budgets to leverage scales of economy.

Note: The District's proposed increase in prep time in Article 10 for teachers assigned to schools that meet this criteria I is specifically tied to this provision.

Effective 2024-25, for VAPA Teachers assigned TK-8 Programs (schools serving students grade TK-8) requiring multiple grade bands across elementary and middle school grade levels, SCP classes, dual language and multiple levels (beginning, intermediate, advanced) will count as an additional prep and will be compensated at the appropriate rate (per Article 12 secondary preparations).

21.6.5 Secondary

Effective with the 2026-27 school year, and subject to available funding:

1. VAPA teachers will be provided a designated budget to support VAPA program implementation at their school site. Budget allocations, including the total amount and any spending guidelines, will be communicated to VAPA teachers upon request, no later than two weeks before the start of the new school year, if feasible, to allow for adequate planning and purchasing of supplies.

2. The VAPA Council will collaborate to provide recommendations which shall include, potential program improvements to ensure quality and opportunities to combine budgets to leverage scales of economy.

The District shall provide secondary Visual and Performing Arts (VAPA) teachers with a stipend of $1,500 per semester, contingent upon the incorporation of evening performances into their respective curricula each semester. This stipend is intended to compensate VAPA instructors for the additional time and effort expended during after-school rehearsals and practice sessions and performances

21.6.6 VAPA teachers will have reasonable access to relevant information for all students they teach (e.g. Aeries access, parentsquare/parent communication platform, IEP/504s, behavior plans, safety plans) as well as all school site materials for every school they cover (e.g. staff handbook, email/staff communications, emergency information, keys to classroom and bathrooms). This access shall be subject to District policies regarding privacy and availability of materials.

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

21.8.1 Effective in 2026-27 the District shall provide 4.0 FTE full-time Teacher Librarians to the High School Network with a single site assignment each.

21.8.2 In assigning Teacher Librarians, the District will prioritize school sites based on student need as measured by Unduplicated Pupil Percentage, number of African American students enrolled, number of Newcomer students enrolled, and the size of the school.

21.8.3 For the 2023-24 school year, up to two Teacher Librarians shall be paid $2,000 stipend to support and advise the Talent Division recruitment efforts for Teacher Librarians. This includes evaluating credentialing programs and pathway opportunities. The stipend shall be added to the annual salary amount and paid out in ten, eleven or twelve equal increments dependent on the unit members classification.

21.8.4 The District shall commit to providing all students access to up-to-date, culturally relevant, and linguistically diverse library collections. All school libraries shall receive an annual allotment of $7 (seven) per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals, and technology.

21.9 Nurses

21.9.1 The maximum caseload of a nurse shall not exceed 1:1350. To ensure an equitable distribution of both workload among school nurses and direct services to students districtwide, the caseload of each school nurse shall be determined by the Health Services Department using an Acuity Model. The Department will

consult with the Nurse Faculty Council in developing the Acuity Model. Similar to Article 21.11.5, the Special Education Executive Director or designee will review on a quarterly basis nurse caseloads and make adjustments to ensure they are equitable; taking into account the number of students, number of assigned schools, and identified needs on student IEP's. Effective with the 2023-24 school year, the District will add (2) two additional nurses to reduce caseloads as needed or provide additional services to Early Childhood Diagnostic Center. After the 2024-25 school year, the maintenance of the additional nurse FTE shall be subject to available funding.

21.9.1.1 Each caseload may include a number of general education and special education students with acuity points assigned to students on the basis of the impact and complexity of their medical needs.

21.9.1.2 If a credentialed school nurse has a concern that a factor of their workload is impacting their work, the unit member shall complete the Workload Support Form, and an appropriate department administrator shall meet with the unit member within (15) calendar days from receipt of the form to problem-solve. If this meeting does not resolve the concern, they may request to bring their concern to the next regularly-scheduled Nurse Faculty Council for further discussion.

21.9.1.3 Nurses shall participate in Individualized Education Program (IEP) and Section 504 meetings for students on their caseload when such participation is necessary for compliance and/or implementation of IEPs and 504 plans.

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 above.

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. Changes and deviations from the schedule may occur based on student need.

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

21.9.3.2 In the event that a nurse does not submit a schedule by the 20th workday, the Health Services Director may make a schedule for the nurse to implement.

21.9.3.3 The nurse's weekly schedule shall be available to the staff and families at each school site.

21.9.3.4 Fluctuations may occur due to acuity.

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

21.9.5 Nurses shall participate in professional learning from a menu of options compiled by the District two times per month. The menu of options shall be developed in consultation with the OEA/OUSD Nurse Faculty Council. All training shall take place during the regular work day.

21.9.6 Nurses shall perform care coordination responsibilities consistent with professional standards set forth by the National Association of School Nurses (See Appendix).

21.9.7 The Parties recognize that caseloads may fluctuate with increases or decreases in enrollment at school sites and based on student health needs.

21.9.7.1 If a nurse is over caseload, the District shall be responsible for calculating caseload overages for school nurses. The caseload shall be determined using the official enrollment figures at each of the school nurse's assigned sites as reported in the District's centralized student information system on the first instructional day of each month, and overages shall be calculated in accordance with the formula outlined below. School nurses shall not be required to track or report daily attendance for the purpose of determining caseload overages. The District shall provide each nurse with reports reflecting enrollment and the applicable overages. The nurse shall be paid according to the following formula starting the 2025-26 school year:

- The individual nurse's daily rate
- Divided by 1350 multiplied by the number of students enrolled over 1350
- Multiplied by the number of days over
- The parties shall negotiate an increase to the overage pay for the subsequent years of the contract.

21.9.7.2 By April 1st of each year, nurses will have the opportunity to provide feedback on their site assignments for the coming year by completing a survey. District shall use this feedback as one factor when determining assignments. By May 1st, Health Services leadership will notify nurses who are expected to have a change in assignment so they have adequate time to notify their school sites and plan their transition. By May 15th of each year, nurses shall receive their tentative initial assignment/caseload for the subsequent school year.

21.10 Psychologists

21.10.1 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.

21.10.2 In an effort to balance the workload of Psychologists placed at school sites who historically have completed a significantly higher number of full initial and triennial assessments, a total enrollment multiplier will be utilized to balance their caseload assignments. The multiplier will be calculated as follows:

1. Site with 0-18% students receiving Special Education services: No equity multiplier
2. Site with 18-22% students receiving Special Education services: Enrollment x .05 (e.g. Sankofa: 184 x .1.05 = 193)
3. Site with 22.1%+: Enrollment x .1 (e.g. MLK: 325 enrollment x 1.1 = 358)

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 and three (3) hours for the supervision of a fieldwork student.

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 of thirty (30) days or mid-year resignation.

21.10.5 Assignments are determined by the Special Education Executive Director and Psychological Services Director. By April 1st of each year, psychologists will have the opportunity to provide feedback on their site assignments for the coming year by completing a survey. The District shall use this feedback when determining assignments. By April 15, Special Education leadership will notify psychologists who are expected to have a change, including any known additions, to their assignment so they have adequate time to notify their school sites and plan their transition. By May 15th of each year, psychologists shall receive tentative assignments.

21.10.5.1 In the event that additional modifications to assignments are necessary after the first workday of the new school year, the Director of Psychological Services shall meet with the impacted psychologist to develop a plan to assist their transition.

21.10.6 If a psychologist enters an assignment and inherits more than three (3) past-due psychological evaluations, the psychologist shall be provided with additional support to complete the evaluations. Individual psychologists may elect to receive additional compensation to complete the past-due evaluations in lieu of additional support at their discretion.

21.10.7 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.

21.10.8 In order to facilitate the completion of compliant and comprehensive evaluations, psychologists may request one (1) release day per month from the appropriate Special Education administrator to work at a mutually-agreeable offsite location focusing on scoring assessments, writing reports, following up on rating scales, and/or billing.

21.10.9 Psychologists with documented health or safety concerns related to large, in-person gatherings may request to attend monthly professional development virtually, and such a request shall not be unreasonably denied by their assigned supervisor.

21.10.10 At the close of each month, each school psychologist shall update the assessment tracking system to record completed evaluations and evaluations in process as assigned by the Special Education Executive Director or designee.

21.11 Speech and Language Pathologist Specialists (SLP)

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

21.11.2 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 SLPs shall be consistent with state law.

21.11.4 Special Education Committee provisions of Section 16.3 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 The caseload for an individual SLP shall be set at a soft cap of 50:1.

21.11.6.1 In the event that it becomes necessary to assign more than 50 students to an individual SLP, the SLP shall be provided with a plan of support within fifteen working days. The support plan may include, but shall not be limited to, direct service delivery or evaluation assistance, compensation for additional case management, IEP scheduling support or release time.

21.11.7 Each SLP shall be provided three (3) release days to work at a mutually-agreeable offsite location focusing on scoring assessments, writing reports, drafting and scheduling IEPs, mandated paperwork, and/or billing. The dates shall be scheduled by mutual agreement between the SLP and immediate supervisor.

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

21.11.9 The District may utilize the support of SLPs in their Clinical Fellow (CF) year. When a SLP agrees to provide supervision for a CF, they shall be provided with at least two (2) hours per week of paid work time at the per diem rate to perform necessary supervisory activities.

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

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 Specialists who travel shall be provided adequate time for travel between assignments.

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

21.13 Self-Contained Program Teachers (SCP)

21.13.1 A self-contained program teacher shall be defined as a Special Education teacher who teaches a caseload of students who primarily receive separate-setting instruction for more than half of their school day. Exceptions may be made at the discretion of the Executive Director of Special Education based on limited and unique programmatic needs.

21.13.1.1 Caseload for Programs in Grades K-YA:

Program	Soft Cap
Mild-Moderate Self-Contained Program	13
Moderate Self-Contained Program	13
Extensive Support Needs Self-Contained Program	10
Mental Health Self-Contained Program	2023-24: 13 2024-25: 12 2025-26: 11

21.13.1.2 Educators may request Technical Assistance support designing or adjusting an equitable blended/learning center model by submitting a request to OEA Special Education representatives for inclusion on the next regularly-scheduled Special Education Joint Committee agenda (see Article 16).

21.13.2 SCP 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 SCP teacher may visit other SCP 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 SCP teachers shall be the same as those established for all other regular classroom teachers.

21.13.6 The SCP teacher may work with their supervisor to prioritize the classroom services of the paraprofessional(s) consistent with the job description for the paraprofessional(s).

21.13.7 SCP 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 SCP teacher is not currently assigned to this position.

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

21.13.8.1 Under the direction of and support from the Site Leader and/or appropriate program personnel, SCP 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 SCP. The preceding sentence shall not limit the Employer's ability to layoff or otherwise manage paraprofessionals. SCP 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 Mild/Moderate SCP Class believes that the majority of their students have extensive support needs, they may request a meeting with the appropriate Special Education coordinator to review the appropriateness of the class designation as mild-moderate SCP.

21.13.11 The Employer will review SCP 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 their 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 support staff 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 support staff assigned to their program.

21.14.2.10 RS are responsible for providing programmatic guidance including orientation to support staff assigned to their program.

21.14.3 Caseload Limit

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 Elementary and Secondary 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.

21.14.4.1 Resource Specialists shall have access to a copy machine and printer at their assigned site(s).

21.14.5 Initial Assessments

21.14.5.1 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) shall monitor initial assessments of all RS's on at least a monthly basis to achieve the number in 21.14.5.1.

21.14.6 **Blended RS/SCP**

In order to increase and improve opportunities for students with IEPs to access general education classrooms, the district agrees to define what it means to have a blended RS / SCP workload. These individuals are designated at the discretion of the Executive Director of Special Education based on limited and unique programmatic needs.

21.14.6.1 A blended/learning center model shall be defined as a program design in which Special Educators collaboratively serve all enrolled students who have mild-moderate disability impacts and who may need between 0-80% of their instructional time in a separate, special education program. Blended/learning center caseloads shall have a soft cap of 18 students and a hard cap of 22 students. Blended/learning center teachers must teach a combination of regular setting SAI and core content replacement courses. In no case shall

the caseloads at a campus with a blended/learning center model be composed of more than 40% students whose IEPs require separate setting for the majority of their instructional week

21.14.6.2 If an educator supporting students in a blended/learning center model believes that the acuity of their caseload is disproportionately high, the workload provisions of Article 21.15 shall apply to request additional support.

21.14.6.3 Educators may request Technical Assistance support designing or adjusting an equitable blended/learning center model by submitting a request to OEA Special Education representatives for inclusion on the next regularly-scheduled Special Education Joint Committee agenda. (cite whatever article calls for the establishment and composition of the committee)

21.15 Equitable Workload Pilot- Special Education Professionals

21.15.1 OEA and OUSD agree to implement a one-year pilot to explore a model that creates an equitable workload across Special Education professionals in OUSD. The pilot program shall continue through the 2025-26 school year.

21.15.1.1 The pilot shall affect the provisions in Sections 15.10.5, 15.10.6, and 21.14.3. All other provisions of the contract remain applicable to unit members included in the terms of the pilot.

21.15.1.2 Effective 2022-23, Resource Specialists shall serve an assigned caseload of students who participate in a general education classroom setting for at least half of their regular school day or more.

21.15.1.3 Resource Specialists shall hold case management responsibilities as outlined in the Appendix section of this Agreement. When a Resource Specialist reaches the soft cap of eligible students, the appropriate Special Education Director shall prepare a written plan of support within fifteen working days, to be implemented as immediately as possible if the placement of additional students becomes necessary.

21.15.1.4 The plan of support may include, but need not be limited to, additional paid planning and case management time, release time to score evaluations or write or schedule IEPs, or the provision of additional support staff time to assist with service delivery.

21.15.1.5 All Resource Specialists shall receive one (1) release day in the Spring of 2024 to work with school staff to group and program students into courses to maximize staff efficiency and effectiveness. One additional release day may be requested from the appropriate Special Education administrator if necessary to complete this planning work and shall not be unreasonably withheld. Each Resource Specialist shall complete a working draft of their service delivery schedule for the coming school year for returning students by the last working day of the school year and shall submit the schedule to their Site Leader.

21.15.1.6 Resource Specialists Caseloads shall be assigned as follows:

Grade Band	Soft Cap	Hard Cap

TK-5	22	27
6-12	25	27

21.15.2 Equitable Workload Provisions

21.15.2.1 The parties affirm that creating equitable workloads for Special Education professionals whenever possible is an important condition to support fidelity of IEP implementation and healthy staff working conditions.

21.15.2.2 "Workload" refers to all of the case management and instructional responsibilities required of the special education teacher or speech-language pathologist and is based on the impact and complexity of students' needs as defined below in 21.15.2.5 or 21.15.2.4.

21.15.2.3 The domains of a workload for school site Special Education teachers, itinerant teachers, and Speech-Language Pathologists shall consider:

21.15.2.3.1 Direct service minutes being provided by the Unit Member pursuant to IEPs;

21.15.2.3.2 IEP development, progress monitoring and reporting on IEP goals, conducting assessments, writing reports, and/or behavior plan development and implementation;

21.15.2.3.3 Consultative services required by IEPs;

21.15.2.3.4 Management, training, and scheduling of support staff;

21.15.2.3.5 Coordination of specialized services, to include behavior intervention or specialized health and physical care procedures;

21.15.2.3.6 Collaboration and engagement with outside agencies (e.g. Department of Rehabilitation, Probation, Social Workers, Mental Health Providers);

21.15.2.3.7 Number of school sites served;

21.15.2.3.8 Conducting services, assessments, and/or holding meetings in languages other than English.

21.15.2.4 Each Resource Specialist, Self-Contained Special Education Teacher, Itinerant Special Education Teacher, Speech-Language Pathologist, or Psychologists who elect to complete inherited past due assessments in excess of 3 may complete the Workload Analysis Worksheet to calculate their workload score (See Appendix X). In the event that the Unit Member has a concern about their workload, they may complete the form and submit it to the appropriate Special Education administrator, who will meet with the Unit Member within fifteen work days to review the concern and work toward a solution.

21.15.2.4.1 The District and OEA shall mutually agree upon one worksheet for self-contained teachers, one worksheet for Early Childhood Education Special Education Teachers, one worksheet for resource specialists, and

one worksheet for speech-language pathologists. Concerns about the worksheet or requested revisions during the pilot period shall be directed to the OEA/OUSD Joint Special Education Committee for review. The District will maintain the worksheets in a location accessible to Special Educators.

21.15.2.4.2 In the event that this meeting resolves the concern, the Unit Member shall receive a written plan of support within five (5) working days. This written support plan may include, but must not be limited to:

21.15.2.4.2.1 The provision of additional support staff time to assist with service delivery;

21.15.2.4.2.2 Additional paid planning and case management time at per diem rate;

21.15.2.4.2.3 Release time to go to the Special Education central offices or another mutually-agreeable alternative location to draft or complete and affirm/finalize IEPs, contingent upon the Unit Member submitting accounting of their time by submitting relevant artifacts to the appropriate Special Education administrator;

21.15.2.4.2.4 Identification and allocation of school or other environmental resources;

21.15.2.4.2.5 Service scheduling support for implementing Specialized Academic Instruction (SAI) or Individual and Small Group Instruction (ISGI) equitably;

21.15.2.4.2.6 Support scheduling IEPs and preparing notices of meeting.

21.15.2.4.3 In the event that this meeting does not resolve the workload concern, the Unit Member may request to bring their concern to the next scheduled OEA/OUSD Joint Special Education Committee meeting for further review.

21.15.2.4.4 If the issue is not resolved, the issue shall be appealed to the LMER.

21.15.2.5 Effectiveness of this pilot shall be discussed at regular intervals in the Joint Special Education Committee. The unit members who complete the workload model worksheet will be provided with an opportunity to give feedback, which shall be aggregated and shared with the Joint Special Education Committee as part of the data report in 21.15.3.

21.15.2.6 As a part of the Workload Model Pilot, a monthly written data report will be provided to the Joint Special Education Committee at least twice per year. The report will include the class sizes/caseloads, a qualitative and quantitative summary of the workload worksheet submissions and actions and/or remedies agreed and taken.

21.15.3 Sunset or Pilot Discontinuation

Negotiations regarding extension and implementation of the workload model pilot beyond the 2028-29 school year shall reopen no later than December 1, 2028. The new section above (Pilot Program) shall sunset effective June 30, 2029 unless subsequent agreement is reached by the Parties through collective bargaining. If an agreement is not reached, the

affected unit members shall return to their previous job class. In the event of discontinuation of the special education workload model, negotiations shall reopen within one (1) month of such discontinuation.

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 10.2.

21.18 Substitute Teachers

21.18.1 Substitutes are an integral part of the school community and deserve to be treated as such.

21.18.2 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.

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

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 Substitute Assignments

21.18.4.1 The unit member shall request a substitute.

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

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

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

21.18.4.4.1	Elementary	Secondary
21.18.4.4.2	a) Elementary credential	a) Fully credentialed in subject area
21.18.4.4.3	b) Emergency credential	b) Emergency credential

21.18.4.5 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.

21.18.4.6 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.

21.18.4.6.1 In no case shall salary be less than a half-day increment, except for Adult Education teachers who work by the hour.

21.18.4.7 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.

21.18.5 Duties of a Daily Substitute

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

21.18.5.2 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.

21.18.5.3 A detailed list of the daily substitute's duties and job description shall be included in the Employer's substitute handbook available electronically that will be given to each substitute at the beginning of the school year. Additionally, all substitute teachers shall be provided with appropriate materials, including information about the school, emergency drills and rosters, IEP at-a-glance or 504 information about students, digital teaching resources, and classroom and bathroom keys necessary to perform their duties.

21.18.6 Duties of a Long-Term Substitute

21.18.6.1 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:

21.18.6.2 A list of the long-term substitute's duties and job description shall be included in the Employer's substitute handbook available electronically that will be given to each substitute at the beginning of the school year.

21.18.7 Substitute Evaluation

21.18.7.1 The Principal/Site Leader or their 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.

21.18.7.2 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.

21.18.8 General Provisions

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

21.18.8.2 Substitute teachers shall receive twice-monthly paychecks.

21.18.8.3 At the beginning of each school year, each new substitute teacher shall have electronic access to the substitute 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 access to all school maps, referral procedures and bell schedules. Substitutes will also be provided suggested lessons by grade span that can be utilized by substitutes covering vacant positions. Lesson plans shall be provided by the absent teacher. Absent teacher must submit a lesson plan by the end of the previous school day, or when the job is posted, whichever comes later.

21.18.8.4 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 professional development training session. Two paid professional development opportunities will be offered to all substitute teachers.

21.18.8.5 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.

21.18.8.6 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.

21.18.8.7 Starting in August 2023, OUSD and OEA shall have a regular monthly meeting with OUSD's Talent Division and Labor Relations Department. The attendees shall include the President and/or their designee and up to three substitutes selected by the Association.

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

21.18.9.1 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.

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

21.18.9.2.1 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.

21.18.10 **Substitute Teacher Incentive Plan**

21.18.10.1 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.

21.18.10.2 Qualifications for Participation

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

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

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

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

21.18.10.3 The District will:

21.18.10.3.1 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.

21.18.10.3.2 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.

21.18.10.3.3 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.

21.18.10.3.4 Provide seven (7) days of Sick Leave for each participant. Sick Leave shall be defined and used as provided in Article 11 - Leaves.

21.18.10.3.5 Determine the home base school for each STIP participant.

21.18.10.3.6 STIP substitutes will request a substitute for their own absence.

21.18.10.3.7 A list of the STIP substitute's duties and job description shall be included in the Employer's substitute handbook available electronically that will be given to each substitute at the beginning of the school year.

21.18.10.4 The STIP Substitute will:

PENDING EDUCATION

21.18.10.4.1 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 21.18.4 to 21.18.9.

21.18.10.4.2 Sign a temporary contract designed specifically for this purpose.

21.18.10.4.3 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 (Deleted)

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 2026-27 school year, schools with 35 or more newcomer students shall be allocated 0.5 FTE.

21.22.2 Schools with 90 or more newcomer students shall be allocated 1.0 FTE.

21.22.3 Site newcomer counts at elementary sites shall be based on the prior year's count of newcomers or 3-year averages, whichever is higher.

21.22.4 Site newcomer counts at secondary sites shall be based on projections plus N4's who have not reclassified as English proficient.

21.22.5 OUSD and OEA shall maintain a committee with equal membership from both parties, effective August 15th, 2023 to jointly review how to best support Newcomers and make recommendations to prioritize resource equity in Newcomer programs throughout the district. Input will be solicited from ENTLs, SEI classroom teachers, social workers, ELLMA TSAs, and school counselors. The committee shall meet monthly.

21.22.6 Additional Newcomer support teachers will be available for 80% of their FTE to provide direct student support services and engage in classroom teacher collaboration, to the extent feasible and with exceptions allowed within reason.

21.22.7 During the 2026-2027 school year, the Newcomer and Language Programs Committee may conduct a joint review of potential approaches to secondary language support programs to better integrate Newcomer students into academic learning and present their findings and recommendations to the School Board by May of 2027 for consideration.

21.22.7.1 The committee may develop recommendations for new and existing funding sources that may be used in newcomer programs and for the integration and mainstreaming of newcomers and former newcomers.

21.22.8 Consistent with board policy, the district shall maintain funding for FTE for both late arriving newcomers and ELD electives at secondary sites with newcomer programs.

21.23 Social Workers

Effective beginning in the 2025-2026 school year, the district will continue to hold quarterly meetings with Social Work representatives to develop and maintain systems of support and professional learning for Social Workers in OUSD.

21.23.1 Each full-time (1.0 FTE) Social Worker shall be reimbursed annually by the District for the following registration and renewal fees required by the District for employment:

1. $150 annually for ASW registration/renewal
2. $220 every 2 years for LCSW renewal
3. $102.50 PPSC every 5 years renewal fee
4. The reimbursement amount shall be prorated appropriately for less than full-time Social Workers. Requests for reimbursements must be submitted to the District by January 31.

21.23.2 Through the 2023-24 school year, Social Workers shall have the option to work one additional hour per day at their per diem rate to complete one or more of the following additional assignments: Parent counseling services; Home visits; Preparing and delivering incentive kits, or Creating asynchronous training resources.

Section 21.23.2 above shall sunset without precedent effective June 30, 2024.

21.24 Early Childhood Special Education Teachers

21.24.1 Definitions for Early Childhood Special Education Teachers

21.24.1.1 All relevant Articles of the Collective Bargaining Agreement shall apply to Early Childhood Special Education teachers unless specifically modified below.

21.24.1.2 Early Childhood Special Education (ECSE) Teacher may teach preschool-aged, transitional kindergarten, or a combination of both and is defined as a Self Contained Program teacher, or an itinerant ECSE teacher.

21.24.1.3 Any time within an ECSE teacher's duty day that is not preparation, transportation loading time, a duty-free lunch, or other time prescribed by this agreement, shall be considered instructional time with students.

21.24.2 Early Childhood Special Education Program Expansion and Staffing

21.24.2.1 Reassignments may include, but are not limited to:

21.24.2.2 To provide services to students and to meet programmatic needs, the District reserves the right to reassign ECSE unit members, as needed, subject to

sections 22.7 and 12.5.1.2 of the collective bargaining agreement.
1. Assignments to a class as needed to maintain staffing ratios;
2. IEP supports, including case management support during a period of vacancy or leave of another unit member; or
3. Completion of formal assessments for initial IEPs or reevaluations. To the extent that reassignments based on enrollment fluctuation become necessary, the District shall ensure assignments support students as close to the ECSE member's credential and developmental experience as possible and shall provide training in assessment measures as necessary.

21.24.2.3 The district will provide adequate staffing to ensure classrooms have coverage during staff lunch and rest breaks. When possible, the following shall occur:
1. Teacher lunch breaks shall be provided toward the middle of the workday and within the first five hours of work.
2. The teachers' supervisor and/or site administrator will develop a plan for coverage; and
3. The plan will be shared in writing with the teacher by the 15th day of school.

21.24.2.4 The district will make efforts to ensure that ratios do not exceed the following minimum staffing ratios:

Program	Caseload	Standard Ratio
Mild-Moderate	10	1:5
Moderate	10	1:5
Moderate-Extensive	8	1:3
ECSE Itinerant Teacher	16	n/a

21.24.2.5 The District shall develop a cadre of staff who will be assigned to support groups of ECSE programs and create rotating coverage schedules to ensure Unit Member lunch breaks and satisfactory safety conditions for students. District shall make every effort to prioritize hiring for these Early Childhood Special Education positions.

21.24.2.6 Every effort will be made to ensure ECSE Itinerant teacher caseloads will not exceed a soft cap of 16 students, and they shall not exceed a hard cap of 22 students.

21.24.2.7 A unit member experiencing caseload overage or workload concerns may complete the adopted form to initiate a workload review process as delineated in Article 21.15.

21.24.2.8 In order to ensure student safety, Early Education Special Education teachers will support student dismissal and transportation loading as needed. This shall not infringe on teachers' prep time, collaboration and compliance time, duty-free lunch, and workday.

21.24.3 Preparation Periods for Early Childhood Special Education Teachers

21.24.3.1 Thirty (30) minutes of each workday shall be a preparation period.

21.24.3.1.1 The employer may assign each teacher a daily common setup or cleanup task for up to 10 minutes, which may take place before or after instruction. This shall not infringe on teachers' prep time, collaboration and compliance time, duty-free lunch, and workday.

21.24.3.2 The employer shall provide each Early Childhood Special Education teacher with a minimum of four (4) sixty (60) minute preparation, compliance, and collaboration periods per week.

21.24.3.2.1 The ECSE teacher and employer may mutually develop a flexible schedule for preparation periods, as long as there is a total of 240 minutes of preparation, compliance and collaboration time weekly, and each preparation period is a minimum of 40 minutes.

21.24.3.2.2 The employer shall make every effort to provide time for collaboration among classroom staff, including support staff and general education teachers.

21.24.3.2.3 In addition to the above preparation, compliance and collaboration time (240 minutes per week), ECSE teachers will be provided 240 minutes per month for family/IEP team consultation and/or professional development, where no more than half of the time (120 minutes) is guided or led by an administrator.

21.24.3.2.4 During all district Professional Development days, two (2) hours shall be designated for collaboration time between general education ECE teachers and ECSE teachers who are serving at least one (1) student with an IEP in a general education setting for the purpose of collaborating, preparing and adapting materials, or other activities deemed appropriate by the student's IEP team.

21.24.4 Other Provisions for Early Childhood Special Education Teachers

21.24.4.1 Teachers shall be informed in writing, within the first 20 days of school, a list of the names of the administrator(s) or designated LEA representatives to: (1) attend IEP meetings, (2) provide basic classroom supplies, cleaning and sanitizing supplies, and materials and (3) provide assistance with IEP-related needs, including the provision of IEP-mandated materials and information about IEP procedures.

21.24.4.2 Early Childhood Special Education teachers shall continue to have access to funds for purchasing classroom materials, access to supplies and equipment, and access to instructional materials in a manner that is equitable to general education early childhood classrooms.

21.24.4.2.1 The District shall make every effort to include early childhood special education when applying for early childhood grants.

21.24.4.3 When considering classroom assignments on ECE sites, the District will ensure that all ECSE classrooms adhere to the space standards for state preschool facilities. Classroom materials will be distributed to ECSE classrooms in a manner that is equitable to general education early childhood classrooms.

21.24.4.4 Sites shall be provided with the supplies necessary to maintain safe and healthy classroom environments, including supplies for cleaning/disinfection of classroom surfaces, toileting/diapering supplies.

21.24.4.5 In order to accommodate the change from preschool-only classes to combination preschool/TK classes, OEA members agree to complete any required paperwork and submit applications to CTC in a timely manner. OUSD will pay the processing fee for bridge credentials needed for the 2023-2024 school year, per eligible ECSE teacher, and provide credentialing support during this process.

21.24.4.6 ECSE Itinerant Teacher

21.24.4.6.1 ECSE Itinerant Teachers shall serve an assigned caseload of students who participate in an Early Childhood or Transitional Kindergarten general education classroom setting for at least half of their regular school day or more.

21.24.4.6.2 Each itinerant teacher's site schedule shall be arranged by the coordinator to minimize instructional and program time loss due to travel time between sites. Itinerant teachers will be notified of assignments in advance of the school year and will have an opportunity to provide feedback on their site assignments. Itinerant teachers shall be assigned a workspace that has a desk and secure storage for instructional materials and IEP documents and shall have access to a copy machine and printer at each of their assigned sites.

21.24.4.6.3 The ECSE Itinerant teacher shall not serve students without an IEP.

21.24.4.7 ECSE teachers shall have up to 2 representatives on the Special Education Joint Committee and up to 2 on the Early Childhood Education Faculty Council (pursuant to the CBA) to discuss ECSE-specific matters.

21.24.4.8 The District will provide caseload data for all ECSE teachers to OEA each month. If concerns arise, a meeting may be requested by either party which should be held within thirty (30) business days to determine next steps. This can either be a separate meeting or part of the regularly scheduled OEA/OUSD Joint Special Education Committee.

21.25 Transitional Kindergarten and Kindergarten

Effective in the 2023-24 school year, the District and OEA shall establish a joint committee to discuss the unique needs of Transitional Kindergarten and Kindergarten.

It shall be the function of this committee to facilitate a culture of collaborative problem-solving between OEA unit members and OUSD Staff in order to identify and discuss opportunities and challenges specific to serving TK/K students in OUSD.

The District shall notify OEA, no later than the 10th day of instruction of each year, which OUSD staff will be the primary contact for the committee and provide two weeks' notice of any personnel changes made. Committee members will strive to maintain the involvement of key department coordinators which are essential to the functioning of the committee. To the extent available, the district will also provide the up-to-date contact information for the OUSD staff that is in charge of the following topics for TK and Kindergarten; enrollment, facilities, curriculum, SPED, MTSS, and nutrition.

21.25.1 Extended Work Time

No early elementary teacher shall be required to hold a “meet the teacher” or orientation day. Upon agreement of the principal, the member shall be paid at their extra duty rate for any “meet the teacher” or “orientation” day, and preparation for that day, before the start of the instructional year.

21.25.2 Curriculum and Instructional Minutes

21.25.2.1 In reference to section 10.12.1.1 “To foster a positive school culture for students, schools will focus on setting expectations and culture the first week of each school year. The District will adjust pacing to reflect this focus”. Transitional Kindergarten and Kindergarten classes shall be teacher directed and focus on setting expectations, routines, and classroom culture for the first two (2) weeks of the school year, and will also include 1 reset day after each extended break (Fall, Winter, and Spring). The district will adjust pacing guides and assessment calendars to reflect this focus.

21.25.3 Assessment

21.25.3.1 Transitional Kindergarten through Kindergarten teachers will receive 90 minutes during the work day per trimester in order to administer one-on-one assessments.

21.25.3.2 Transitional Kindergarten Teachers shall receive release from site PD once per trimester in order to input, categorize, and rate data collected.

21.25.4 SEL and MTSS

In reference to section 10.12.1.4, Transitional Kindergarten and Kindergarten students shall be exempt from any district adopted mental health screeners. Effective July 1, 2027, mental health screeners for TK/K students shall resume. The Joint OEA/OUSD TK/K Committee shall make recommendations on appropriate screeners.

21.25.5 Facilities and Student Supports

The district shall work with school site administrators to create a written plan to allocate resources to support students who have a bathroom accident or are not potty trained at school. This plan shall be provided to all early elementary teachers prior to the 10th day of each school year.

21.25.6 Class Size and Ratios

21.25.6.1 In reference to section 10.3.1, the District shall make every effort to avoid adding students to Transitional Kindergarten classes in excess of their classroom ratio, regardless of the age of the students added, when a class must be split up for lack of substitute coverage.

21.25.7 Universal TK Roll Out (Enrollment and Class Assignments)

The district and the union shall collaborate towards an equitable roll out of transitional kindergarten programs and work toward high quality TK programs. This includes site based and hub based programs.

21.25.8 Collaboration Time with Tutors, Paras, and Support Staff

Effective June 30, 2027, and subject to negotiations with the unions representing the applicable support staff, the District shall make every effort to ensure that Transitional Kindergarten teachers have all their para/tutor/support staff available for a minimum of one preparation period each week, while ensuring that any staffed prep periods still maintain the required adult to student ratios.

21.25.9 Early Elementary Staffing Support

During the 2026-27 school year the joint TK/K committee will create a staffing support model where additional staff are assigned to classrooms based on the level of needs as measured by a rubric, and will present the model to the District for a potential pilot program.

21.26 ECE Teachers on Special Assignment (TSA)

21.26.1 The District will aim to arrange schedules of ECE TSAs who are assigned to more than one school to reduce nonessential inter-school travel.

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ARTICLE 22 - EARLY CHILDHOOD EDUCATION CENTERS

22.1 General

22.1.1 All articles of this contract are in effect unless specifically modified in this article. Toward this end, the parties expressly agree to modify the following contract provisions:

- Article 3 - Definitions
- Article 10 - Hours of Work
- Article 12 - Transfer/Consolidation
- Article 15 - Class Size and Caseloads
- Article 17 - Safety and Security Conditions
- Article 21 - Special Service and Specialized Assignments
- Article 24 – Compensation
-

22.1.2 Article 23 of this contract shall not apply to Early Education Centers.

22.2 Definitions

22.2.1 Center is defined as an Early Childhood Education Center.

22.2.2 Site Administrator is defined as the management employee who has responsibility for one or more centers or offices.

22.2.3 Teacher is defined either as a CDC Preschool teacher, a CDC School-age teacher or a State Preschool teacher. (A State Preschool teacher is also sometimes referred to as a State Pre-K or State Pre-Kindergarten teacher.)

22.2.4 Day is defined as a center workday.

22.2.5 Daily Rate is defined as the employee's annual salary plus stipends, divided by the number of contract days of service in a center year.

22.2.6 Seniority is defined as number of years of service in the District with required certificate/credential, including leaves of absence for sabbatical and military leave.

22.3 Association Rights

22.3.1 The Employer shall provide release time, cost of substitute if required, to be borne by the Association, for up to five (5) unit members who have been elected to serve as official Association representatives, to attend ten (10) Association meetings per year. Additionally, when necessary, up to four (4) unit members who have been so elected may, with the approval of the site administrator, arrange to change shifts or to arrive at other mutually agreeable solutions (including providing substitutes when available) in order to attend these meetings.

22.3.2 The Association shall provide the Employer with the names of all official Association representatives and the dates and times of Association meetings.

22.3.3 The parties recognize that under normal circumstances unit members are not required to perform routine custodial tasks. Nevertheless, the performance of such tasks may be required from time to time in the interests of teacher/pupil safety and hygiene. Unit members are not required to cook food or obtain food for their pupils unless they agree to do so.

22.4 Safety Conditions (ECE)

22.4.1 General

22.4.1.1 The District, with input from the site administrator and the FC at each school site shall work to ensure that employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their

22.4.2 Fire and Disaster (ECE)

22.4.2.1 Neither the Employer nor the employee 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 school site and teachers should familiarize themselves with details of such plans. These include 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.

22.4.3 Disruptive Action by Students (ECE)

Consistent with Article 17.1.2, for ECE students, the parties agree that when it comes to student discipline, restorative practices are preferable to punitive ones.

22.4.3.1 Unit members may send to the appropriate administrators those students whose actions are a serious and persistent danger to the teacher's person, another student(s), or themselves. If the serious and persistent concerns persist, the administrator shall be notified and appropriate action shall be taken in consultation with the teacher within 2 days. All such referrals and consequent actions shall be in compliance with all relevant State and Federal laws, including but not limited to laws specific to the Child Care Licensing Program of the Community Care Licensing Division.

The ECE Labor Management Committee shall jointly review safety plans for ECE.

22.4.4 Assault, Attack or Threat Against an Employee

22.4.4.1 It shall be the duty of the employee to:

22.4.4.1.1 Report the incident immediately to the administrator in charge or designee, who will immediately report the incident to the Police or immediately notify the student's parent, guardian, or other responsible adult.

22.4.4.1.2 Prepare a written statement concerning the incident and present it to the site administrator who will then add their remarks, if any, to the statement.

22.4.4.2 The District shall provide and select legal counsel for an employee who appears as a witness at any trial or hearing when such request is initiated by the District. The District shall also provide legal counsel to an employee charged in a criminal or civil complaint that results from the performance of duties provided that criteria as set forth the law is met. Such law provides "…act or omission in the scope of employment and the public entity determines that it is in the best interest of the public entity. The employee

acted or failed to act in good faith without actual malice and in the apparent interest of the public entity."

22.4.4.3 In the case of assault, attack or threat against a student, it shall be the duty of the employee to report the incident immediately to the administrator in charge who shall then implement the District's Discipline Policy.

22.4.4.4 The students involved in conduct prohibited by Sections in 22.4.3 and 22.4.4 above shall not be returned to any class until the site administrator has initiated action in accordance with the District's Discipline Policy.

22.4.5 Civil Disorder (ECE)

22.4.5.1 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(s) cannot be kept open with reasonable assurance of safety to pupils and teacher, the District shall declare an emergency closing of the school for a period of time considered necessary by the District.

22.4.5.2 Teaching days lost at the site because of such closure shall be counted as if they were days served within the teaching contracts, with no loss of salary. After school has been closed, the site administrator will call a faculty meeting for the orderly reopening of the school.

22.4.6 Unauthorized Person (ECE)

22.4.6.1 When unauthorized persons are observed on school premises, they shall be reported to the administrator or designees, who shall enforce the "no loitering" rules of the District by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.

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

22.4.7 Safety After School (ECE)

22.4.7.1 The District has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for preplanning and safety determination of after-school events have established for local sites as well as District-wide.

22.4.8 Safety Conditions

22.4.8.1 The Employer with the input from the Site Administrator and the FC at each Early Childhood Education Center shall work to ensure that unit members will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.

22.4.9 School Site Discipline Committee

22.4.9.1 An Early Childhood Education Center Safety/Discipline Committee shall be established at each center site. Committee members will include the site administrator and an equal number of unit members and parents. The center committee shall meet and develop procedures pertaining to safety, student conduct and discipline. The committee shall function in an advisory capacity

and shall make an annual report to the Director of Early Childhood Education Centers. A copy of the report shall be made available to the Association upon request. The Site Administrator shall be responsible for advising unit members of the requirements of the State law and reporting procedures and responsibilities related to child abuse.

22.4.10 Safety-After Center Hours

22.4.10.1 The employer has established procedures to provide for the safety of students and unit members participating in, attending, or supervising after-center hour's events. Procedures for preplanning and safety determination of after-center hour's events have been established for local sites as well as District-wide events. At the center site, the administrator and FC meet for the purpose of preplanning and review of the student or staff safety. Should the site administrator and the FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the District Events Safety Council.

22.5 Vacancies

22.5.1 All known vacancies shall be listed as vacancies occur. All qualified permit teachers in the District may apply. Priority consideration will be given in the selection process to teachers in Child Development Centers. Positions which become available as a direct result of the above mentioned posting may be posted immediately. All vacancies, which have not been posted and have been filled by newly appointed teachers, shall be posted at the next available posting period.

22.5.2 Vacancy lists shall be available in all center sites and in the Human Services Division as well as in the Association office lobby. All contracted certificated (Permit) unit members shall be eligible to apply for posted vacancies in the centers.

22.5.3 All vacant or newly established positions for which early childhood Permit teachers are eligible to apply shall be listed.

22.5.4 All certificated (Permit) unit members shall be eligible to apply. Such eligibility will be clearly stated on the official listing. Applicants who are not selected for a position shall be notified in writing within seven center days of the date the selection is made. Applicants may request that the reasons for denial be given in writing. Such reasons shall be provided upon request. (See Article 12 - Assignment/Transfer/Vacancy/ Consolidation Policy.)

22.6 Application Procedure

22.6.1 Application forms shall be available in the Center Administration Office and in the Human Resources Services and Support.

22.6.2 Unused.

22.6.3 It is desirable for the unit member to discuss with the center administrator the reasons for submitting a transfer application if the unit member so desires.

22.6.4 Each center administrator or the program director shall supply the Director of Human Resources with the basic data upon which to determine eligibility. The Director of Human Resources shall determine the eligibility of a candidate for consideration for a position on the basis of assignment factors.

22.6.5 Ineligible candidates will be notified of their ineligibility. If an interview seems desirable, it may be arranged by either the unit member or the center administrator.

22.6.5.1 The Director of Human Resources shall notify all applicants for a position that a decision has been made. If the transfer request is denied, the unit member may request that the reasons for the denial be given in writing.

22.6.6 Notices of vacancies for which unit members are eligible to apply shall be listed, except in cases where vacancies are filled by Employer-initiated transfers.

22.6.7 Vacancies not filled as the result of the second listing and those resulting from it shall be filled by unit members who do not have an assignment because of consolidation of their positions, unit members on leave who have not been assigned and other unassigned unit members.

22.6.8 All ensuing vacancies during the year shall be filled first by unassigned unit members who have the required certificate/credential qualifications/experience (as defined in past preparation, formal evaluations, and length of service to District). Remaining vacancies shall be filled by applicants (new hires) having qualifications for the position.

22.6.9 Positions of unit members on leave for one-half their duty year shall not be considered vacancies.

22.6.10 These provisions shall not apply to unit members who extended their leave beyond one-half duty year. In the event the unit member does not return or chooses to select another assignment, the unit member's former position shall be declared vacant and will be listed.

22.6.11 Unit members leaving stamped self-addressed envelopes with the Director of Human Resources shall receive OUSD certificated listings during their non-duty days.

22.7 Assignment Factors Considered for Position

- Possession of appropriate California certificate/credential.
- Qualifications experience.
- All the above factors being equal, seniority in the District shall be given preference in granting a transfer request.

22.8 Transfer – General Provision

22.8.1 A transfer is defined as an assignment change from one site to another within the District, but does not apply to a change in assignment at a site or to assignment to a particular classroom or age grouping.

22.8.2 Unit members shall not be transferred or consolidated more than once during their probationary period except in an emergency or for extenuating circumstances.

22.8.3 Unit members whose transfer requests have been approved and newly hired unit members will be expected to remain in the new assignment for at least two years unless an emergency situation or extenuating circumstances make it desirable for a transfer to take place.

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22.8.4 Transfers and changes in assignment shall be made on a voluntary basis whenever possible. In making voluntary transfers, the convenience and wishes of the teacher shall be given careful consideration.

22.9 Employer - Initiated Transfer

22.9.1 If the center administrator initiates a transfer, the center administrator shall arrange a conference and discuss with the unit member the reasons a transfer is being considered.

22.9.2 If at the conclusion of the conference it is determined that transfer is desirable, the center administrator shall submit a written request to the Director of Early Childhood Education listing the reason, a copy of which shall be given to the unit member. Except in cases of emergency, unit members shall be given notice of employer-initiated transfers by the first Friday in January for a transfer that is to take effect the beginning of the spring semester, and the first Friday in June for a transfer that is to take effect between July and September. (Emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.) The Director of Early Childhood Education shall confer with the Director of Human Resources to discuss all known vacancies and to consider possible reassignments. When a reassignment or a number of reassignments are identified, it shall be the responsibility of the Director of Human Resources to confer with the unit member and arrange reassignments. This does not preclude the unit member from applying for transfer to a listed vacancy.

22.9.3 The Superintendent, Director of Human Resources shall arrange a conference with the unit member receiving an Employer-initiated transfer and discuss the necessity for the transfer. The new assignment will also be discussed at this conference. Reasons for the transfer, if requested by the unit member, shall be put in writing and a copy given to the unit member.

22.9.4 Employer-initiated transfers shall not be enacted for reasons of a punitive or disciplinary nature. Any reason considered in relation to Employer initiated transfer must have a direct bearing on the unit member and the unit member's specifically assigned responsibilities. In addition, unit members may request an employer-initiated transfer with reasons to be stated to the appropriate site administrator or Director of Early Childhood Education.

22.9.5 If possible, the Director of Human Resources shall notify the unit members in writing of the new assignment by the second Friday in January when the Employer-initiated transfers are to take effect at the beginning of the spring semester and by the first Friday in June when it is to take effect the following program year.

22.10 Consolidations

22.10.1 Factors to be considered in selecting a unit member are:

- Certificate/Credential

22.10.2 All of the above given factors being equal, seniority in the District shall be given preference.

22.10.3 A staff consolidation is defined as a reduction in the number of certificated unit members at a given center due to a decrease in enrollment, curriculum change,

child program change, age grouping change, and budgetary limitation, or other circumstances producing a similar effect upon unit member assignments.

22.10.4 When specific consolidations are to take place, the center administrator will inform the unit member and discuss if requested the unit members modifications required.

22.10.5 Before any consolidation actually takes place, the center administrator shall arrange a conference and discuss with the unit member who is being consolidated the necessity for the consolidation of the position.

22.10.6 The unit member to be consolidated may telephone or request an appointment with the Director of Human Resources to discuss all known vacancies and possible future vacancies to be listed.

Center consolidations shall be effective on either January 31 or June 30. For consolidations that are scheduled to take place on January 31, the affected unit members shall be given appropriate written notice no later than December.

22.10.6.1 For consolidations that are scheduled to take place on June 30, the affected unit member shall be given appropriate written notice no later than May 15.

22.10.7 Non-classroom consolidations may take place anytime during the school year. The Employer shall determine the necessity of a consolidation. When specific consolidations are to take place, the administrators of the sites involved will inform unit members and discuss if requested, the unit member's modifications required.

22.10.8 Unit members to be reassigned because of consolidation of their positions will have preference in applying for listed vacancies in accordance with assignment factors. The District of Human Resources shall notify the unit members in writing of the new assignment as soon as possible, and provide one working day of released time for moving from one site to another.

22.10.9 The Employer will provide information to the Association upon request prior to district-wide consolidations.

22.11 Transfer/Consolidation Due to Center Being Closed/Replaced

Unit members will be assigned to centers where the children from the original site have been placed. Unit members will follow the students. In the event all the unit members cannot follow the students due to changes in enrollment, the consolidated factors shall determine who follows the students.

22.11.1 When the facility is rebuilt, all unit members who were in the original center shall have the first opportunity to return to the new facility. If more unit members desire to return than there are positions available, the assignment factors may be considered. After unit members in the original center have had an opportunity to be assigned to the new facility and vacancies still remain then procedures for listing a vacancy under the unit members transfer article shall be followed.

22.11.2 Unit members assigned to a center prior to reconfiguration shall have the option of remaining at the center after reconfiguration. In the event that all unit members cannot remain after reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated. Unit members who wish to follow their students to another center due to enrollment shifts required by reconfiguration shall be granted the opportunity to do so in

accordance with the assignment factors. Unit members who do not want to continue in their assignment due to reconfiguration shall be granted an Employer-initiated transfer and/or may apply for listed positions.

22.12 Unit Member Assignment

22.12.1.1 Unit members shall be given written notice of center assignment when the center program is completed in June for the ensuing year. The unit members shall be so informed in writing, and upon request, the center administrator shall have a conference with the unit member. The unit members shall be consulted individually regarding any change in the unit member assignment due to unanticipated circumstances after the initial assignment, and shall be so informed in writing.

22.12.1.2 Unit Members assigned to a center shall work with any age-grouping served by the center as assigned by the center administrator. However, the site administrator will consider requests of individual unit member to work with specific age groups.

22.12.1.3 In order to assure that the pupils are taught by unit members working within their areas of competence, unit members shall not be involuntarily assigned outside the scope of their teaching certificate.

22.12.1.4 The Superintendent shall assign all newly appointed unit members to specific centers for which the Board has authorized employment. New unit members shall receive notice of assignments as soon as practical.

22.13 Hours of Work

22.13.1 Work Year – CDC Preschool and CDC School-age

22.13.1.1 The work year for CDC Preschool and CDC School-age permit unit members will be 208 days.

22.13.1.2 CDC Preschool and CDC School-age unit members shall schedule their non-scheduled day(s) by mutual agreement with the site administrator. Site administrators shall not unreasonably prevent mutual agreement. Not more than one-half of the certificated unit members may be off work at one time. If these provisions have been met, and two or more unit members wish to be off from work at the same time, seniority in the District shall be the determining factor. Non-scheduled days will be prorated for unit members hired after July 1st of any given year.

22.13.1.3 When two or more teachers request the same non-teaching days and mutual agreement has not been reached, the teachers concerned may request a conference with the site administrator. The site administrator will schedule a conference within five days of the request before seniority is invoked.

22.13.1.4 When an Early Childhood Education site work calendar is mutually agreed upon with the site administrator and approved by the Employer for the following center year it may not be changed, except that unit member shall be entitled to reschedule their teaching days in emergency situations such as extended personal illness or injury or emergencies related to members of their families. This provision shall not be interpreted to require any other unit member to reschedule their teaching days.

22.13.1.5 When requested by the Employer to work beyond the contract year, unit members shall be paid per diem on the basis of their annual scheduled salary. Such additional duty shall be by mutual agreement. Unit members who upon their own request work beyond the contract year shall be paid the regular/non-long-term substitute rate.

22.13.1.6 (deleted)

22.13.1.7 There shall be two planning days each year.

22.13.1.8 One half-day per year will be scheduled by the site administrator for all unit members at that individual site to be used for group planning, in-service, or articulation with elementary schools. Whenever possible, the half-day will coordinate morning and afternoon session unit members so that substitute costs will be minimized.

22.13.1.9 The Employer shall provide each unit members at a Center with a copy of the appropriate annual ECE calendar.

22.13.1.10 Unit members hired prior to July 1, 2006 may voluntarily request to reduce their work year to the State Preschool work year, provided a State Preschool vacancy exists. Such requests shall not be unreasonably denied.

22.13.2 Work Year – State Preschool Program

22.13.2.1 The work year for State Preschool unit members hired on or after July 1, 2006 shall be 183 days, or the number of days that State Preschool students are scheduled for classes, plus three (3) additional days of professional development activities as scheduled by the District for a total of 186 duty days.

22.13.2.2 The work year for State Preschool unit members hired prior to July 1, 2006, shall be 208 days, consistent with the Regular CDC Work Year. State Preschool unit members on the 208-day work year shall not be eligible to use non-scheduled days on days on which State Preschool students are scheduled for classes.

22.13.2.3 Summer Work for 186-day State Preschool Teachers. Qualified State Preschool teachers shall have priority over substitutes for substitute assignments that occur in ECE summer programs outside of the State Preschool work year. State Preschool teachers shall submit their interest in filling such substitute assignments in writing to the ECE director or designee by March 1st. The District shall provide a copy of the list of volunteers to the Association. Such assignments shall be at the appropriate ECE Permit Teacher substitute rate.

22.13.2.4 The unit member shall be guaranteed a duty-free lunch period, preparation and break. If a unit member is required by the site administrator to perform a duty that interferes with the duty-free lunch period, student-free preparation period or break, the site administrator shall reschedule the duty day to provide for such comparable periods of time, or the employee shall be compensated at the extra-duty rate.

22.13.2.5 A unit member who is required to work beyond the duty day for more than 15 minutes shall be compensated at the extra-duty rate.

22.13.2.6 A Teacher in Charge (Opening) and Teacher in Charge (Closing) shall be assigned by the site administrator. These assignments shall be reduced to writing and these unit members shall be notified of their assignments prior to the start of the center year. Temporary Teachers-in-Charge (Opening or Closing) may be assigned as necessary. These assignments will be reduced to writing when possible.

22.13.2.6.1 Unit members assuming these duties in the absence of the site administrator shall be paid an annual stipend. The stipend shall be paid on a pro rata basis to all of the teachers providing these services. (See Appendix 1 – ECE Teachers Certificated/Permit Salary Schedule.)

22.13.2.7 Responsibilities of the Teacher-in-Charge include:

- Opening or closing of ECE Center and
- Receiving State documents and
- Assigning students to individual classes in the event a substitute cannot be secured and
- Referring parents to the site administrator in case of specific concerns and
- Responding to emergency situations as necessary
- Other related responsibilities shall be consistent with Section 22.13.4.

22.13.3 Certificated Early Childhood Education unit members who provide substitute coverage to parts of classes for which substitutes are not provided by the Employer under circumstances where a substitute is normally authorized, shall be granted the pay which would have been paid to a daily substitute teacher. Such pay shall be paid proportionately to the teacher involved. Children shall be distributed in the fewest groups possible and in the most appropriate age levels possible.

22.13.4 A unit member who temporarily assumes the role of the site administrator without action having been taken by the Board will have administrative responsibilities. The requirements include use of independent judgment, excluding the right to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline other employees, to assign work, direct and adjust grievances or recommend such action.

22.13.5 General Provisions

22.13.5.1 Lesson preparation, study, student evaluation, conferences, etc. are to be conducted during those periods of time so scheduled. Unit members 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 those of others at the site.

22.13.6 A Labor/Management Advisory Council shall be established that includes the Director of Early Childhood Education, assigned central office staff, and designated site administrators who meet with site representatives and other unit members from various sites. All unit members are eligible to participate in this voluntary activity.

22.13.6.1 The purpose of the council is to improve the dissemination of information and to promote on-going articulation between unit members and the Director. The goal of this partnership should include the improved understanding of

program needs in order to foster positive public information skills for all unit members who participate.

22.13.7 Program Expansion/New Facilities

22.13.7.1 All vacancies shall be listed.

22.13.8 Teacher/Child Maximums

22.13.8.1 Teacher/child maximum is defined as the maximum number of pupils who may be in attendance with each unit member. The Employer shall adhere to the following unit member/child maximums in the District Early Childhood Education Centers as established by the State Department of Education:

	Teacher/Child Maximum	Adult/Child Maximum
0 yrs to 2 yrs	1:18	1:3
0 yrs to 3 yrs	1:16	1:4
3 yrs to 6 yrs (Preschool to Kindergarten)	1:24	1:8
6 yrs to 10 yrs (1st to 3rd)	1:28	1:14
10 yrs to 14 yrs (3rd to 8th)	1:36	1:18

22.13.9 Exceptions to class size maximums may be taken when space is inadequate, when health and safety of students could be imperiled.

22.13.10 Waivers to class size maximums may be made upon mutual agreement of the site administrator and the unit member(s) involved.

22.13.11 In the event that the State Department of Education changes its established ratios, the Association and the District shall reopen negotiations within 20 center days to discuss what effect, if any, the change may have on the provisions of this Article.

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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 a range of certificated services in the District that is roughly reflective of the overall District distribution of experience for 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

23.8.1 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).

23.8.2 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 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 23.3.

23.8.3 Qualified unit members from other sites or programs shall be given second priority in filling these positions.

23.8.4 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.

23.8.5 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.

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

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

ARTICLE 24 - COMPENSATION

24.1 Compensation by Fiscal Year

24.1.1 Salary Schedule Increase for 2025-26

Effective July 1, 2025, the salary schedule increases reflected in Appendix 1A will take effect. [4% for "1-23", 7% for top step]

24.1.2 Salary Schedule Increase for 2026-27

24.1.2.1 Raises for members other than School Psychologists, Speech and Language Pathologists, and Social Workers

a. Effective July 1, 2026 the salary schedule increases reflected in Appendix 1B will take effect.
b. Effective Jun 30, 2027 the salary schedule increases reflected in Appendix 1C will take effect.

24.1.2.2 Creation of Credentialed SPED Salary Schedule

a. Effective January 1, 2027, OEA unit members with preliminary or clear special education credentials, who are assigned to teach a special education classroom will receive a 4% differential pay (to be determined through advisory consultation with STRS).

24.1.2.3 Effective January 1, 2027 the following schedules will be increased by an additional 4% as reflected in Appendix 1B:

- School Nurse, 186 Day
- State PreK, 186 Day
- CDC, 208 Day

24.1.2.4 Effective July 1, 2026, School Psychologist and Speech and Language Pathologist schedules will be updated to reflect the changes in Appendix 1B.

24.1.2.5 Effective July 1, 2026 All Social Workers will be moved to the new (24.1.2.4) School Psychologist and Speech and Language Pathologist schedule in Appendix 1B. Social Workers currently on Step 15 or above will be moved to Step 15 of the School Psychologist and Speech and Language pathologist schedule.

24.1.2.6 PK-3 Credentialed Teachers

Effective July 1, 2026, any bargaining unit member who holds a valid PK–3 Credential shall be placed on the appropriate TK–12 certificated salary schedule, regardless of the grade level or program (PK–3) in which they are assigned.

a. Salary placement pursuant to this provision shall occur upon verification of the PK–3 Credential and shall not be contingent upon assignment to a specific grade level within the PK–3 continuum.
b. Effective July 1, 2026, placement on the TK–12 salary schedule for PK–3 credentialed employees shall be based on the employee's assigned work year:
i. State Pre-K teachers assigned to a 186-day work year shall be placed on the 186-day 10 month TK–12 salary schedule.

ii. Child Development Center (CDC) teachers assigned to the 208-day work year shall be placed on a new 208-day TK–12 salary schedule (Appendix 1B).

24.1.3 Substitutes

1. The daily rate for Day to Day subs and STIP substitutes shall be 100% of step 1 column 1.

2. Retired OUSD teachers working as substitutes shall be paid step 13 column 1 of the TK-12 10-month salary schedule.

24.1.4 (Moved to Stipends section)

24.1.5 (Moved to Stipend section)

24.2 General Provisions for Placement on Teachers Salary Schedule

24.2.1 Registration of Credentials

24.2.1.1 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.

24.2.1.2 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.

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

24.2.3 All unit members will be paid in accordance with the appropriate salary found in the Appendices. (See Appendix 1.)

24.2.4 Step Increase Requirements

24.2.4.1 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 twenty (20) increments.

24.2.4.2 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 according to their experience as per 24.2.4.1.

24.2.4.3 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.

24.2.4.4 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.

24.2.4.5 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%).

24.2.5 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.

24.2.5.1 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.

24.2.5.2 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.

24.2.6 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

24.3 Column Requirement and Salary Provisions

24.3.1 Requirement for Initial Placement on Salary Schedule

24.3.1.1 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.

24.3.1.2 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.

24.3.1.3 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.

24.3.2 Column Advancement

24.3.2.1 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.

24.3.2.2 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.

24.3.2.3 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.

24.3.2.4 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.

24.3.2.5 Effective January 1, 2025, unit members who teach transitional kindergarten who complete the ECE unit requirements shall be able to submit their transcripts for the units to be eligible for column advancement. This shall be true for all ECE course work done after a unit member has completed their bachelor's degree, regardless of if the units themselves are considered post-BA, up to a maximum of 24 units. Unit members shall submit their transcripts, subject to the approval of the Talent division.

24.3.2.6 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.

24.3.2.6.1 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.

24.3.2.6.2 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.

24.3.2.6.2.1 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.

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

24.3.2.6.4 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

24.3.2.6.5 24.3.2.6.5 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.

24.3.2.7 In order to advance to a higher column for the full year, the unit member must file any materials for upgrading according to the following schedule:

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

24.3.2.8 In order to advance to a higher column beginning the second semester, credit must be earned and courses completed before the first school day of the second semester. Materials must be submitted by the following schedule.

Assignment Type	Material Filing Date
10 months	Third Friday - April
11 months	Third Friday - March
12 months	Third Friday - Feb.
Year-Round School	Third Friday - Feb.

24.3.2.9 A Unit member who has completed requirements for advancing to a higher column prior to these dates but, because of circumstances beyond their control is unable to present evidence to this effect, shall be reclassified for either the Fall or Spring Semester, whichever is relevant, and retroactive

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salary shall be allowed when the unit member presents proper verification of successful completion of requirements.

24.4 Calculations on Relationships Between Salary Schedules

24.4.1 The Adult Ed hourly rate will continue to consist of the TK-12 Teacher Daily Rate divided by 6.

24.4.2 The counselor salary schedule is based on the TK-12 schedule plus ten days at the per diem rate.

24.4.3 The TSA salary schedules are based on the TK-12 schedule plus 10% for 11 month TSAs and plus 20% for 12 month TSAs.

24.4.4 Effective July 1, 2026, the TK-12 208 day schedule (for PK-3 Credentialed teachers teaching at CDCs) will be based on the TK-12 186 day schedule plus 22 days at the per diem rate.

24.4.5 Effective July 1, 2026 OEA unit members with preliminary or clear special education credentials will be placed on a new 10-month SPED Salary Schedule in which all cells are 5% greater than the TK-12 10-month salary schedule. There will also be a new 11-month SPED Salary Schedule in which all cells are 5% greater than the TK-12 11-month salary schedule.

24.4.6 Effective July 1, 2026 Social Workers, School Psychologists and Speech and Language Pathologists shall all be on a unified salary schedule as described in Appendix 1B.

24.4.7 The July 1, 2023 salary increase to unit members on the TK-12 salary schedule includes additional compensation for Expanded Learning per Article 10.13 (Equitable Access for Students to Weekly Minimum Day Intervention).

24.4.8 Effective the first day of instruction for the 2026-27 school year, the extra duty rate (Extended Contracts) shall be equivalent to 90% of the hourly rate of Step 1 Column 1 of the 10 month TK-12 Salary Schedule. The hourly rate shall be calculated based on six hours per day.

24.4.9 The per diem rate shall be calculated at 6 hours and 45 minutes for Elementary school teachers on the TK-12 salary schedule.

24.4.10 The per diem rate shall be calculated at 7 hours for secondary teachers on the TK-12 salary schedule.

24.5 Special Rates for Certain Unit Members

24.5.1 Stipends

24.5.1.1 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.

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

24.5.1.3 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.

24.5.1.4 All annual stipends, unless otherwise specified, shall be paid out in ten, eleven, or twelve equal monthly increments based on the unit member's classification. A list of stipends is attached in Appendix 2. Certain other stipends may be referenced in other contract sections.

24.5.2 Other Stipends and rates

24.5.2.1 Substitute Coverage

24.5.2.1.1 Elementary teachers not receiving their preparation periods shall be paid their hourly per diem rate. When secondary teachers must cover a class during their conference period, they shall be paid at their per diem rate for the duration of the conference period.

24.5.2.1.2 When teachers provide substitute coverage to parts of classes for which substitutes are not provided, unit members shall be compensated at the rate of $15 per student.

24.5.2.2 Use of Regular Classroom Teachers for Preparation Period Substitute

24.5.2.2.1 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.

24.5.2.2.2 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.

24.5.2.3 Use of Conference Period for Substitute Duty at Secondary Level

24.5.2.3.1 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.

24.5.2.4 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.

24.5.2.5 National Board Certification Stipend

24.5.2.5.1 National Board Certification $1,000 per year, from Measure E shall be paid out in ten, eleven, or twelve equal monthly increments based on the unit member's classification.

24.5.2.6 Extended Contract Rate for Education Specialists and Teachers:

24.5.2.6.1 When determined necessary by the appropriate supervisor and subject to the prior written approval of the appropriate social worker supervisor or the Executive Director of Special Education, Specialists

(Psychologists, SLPs, Nurses, Social Workers) and Special Education teachers who are performing duties beyond their workday shall be compensated as follows:

1. At the extra duty rate for planning and professional development
2. At their per diem rate for time working directly with students and families, report writing, or IEP meeting participation.

24.5.3 Combination Class Stipend

Effective June 30, 2027, teachers of combination classes will receive an annual stipend of $1500. Wherever possible, this shall be paid out in ten, eleven, or twelve equal monthly increments based on the unit member's classification.

24.5.4 ECE Stipends

24.5.4.1 Early Childhood Educators also designated as teacher-in-charge shall receive an annual stipend of $2,100 at centers with 5 or more teachers and $1,250 at centers with less than 5 teachers. This stipend shall be paid out in ten, eleven, or twelve equal increments based on the unit member's classification.

24.5.4.2 Early Childhood Educators who open or close shall receive a stipend of $2,000 per year. This stipend shall be paid out in ten, eleven, or twelve equal monthly increments based on the unit member's classification.

24.5.5 Bilingual Stipend

Effective July 1, 2023, all unit members shall receive an annual bilingual stipend of $3,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments dependent on the unit members classification. Unit members must meet one of the following criteria to be eligible for the bilingual stipend:

1. Unit members with a valid BCLAD or Bilingual Authorization;
2. Deaf and Hard of Hearing Teachers who have passed the CSET: American Sign Language test.
3. Unit members who have demonstrated bilingual proficiency by passing a District approved and administered bilingual examination and are required to use the specified language within their day to day duties as verified by their supervisor.

24.5.6 Dual Language Program Stipend

Effective July 1, 2023, all the teachers who are receiving a bilingual stipend and teaching the targeted language in a dual-language program or early-exit program shall receive an annual dual language program stipend of $1,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments dependent on the unit member's classification.

24.6 Salary Provisions for Certain Unit Members

24.6.1 Nurses

24.6.1.1 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.

24.6.1.2 OUSD School Nurses with at least 14 years of nursing experience shall receive annually a stipend of $8,000 to provide coaching and mentoring to support staff development and student health. Individual coaching and mentoring responsibilities will be developed in collaboration with the nurses receiving the stipend. This stipend shall be paid out in ten, eleven, or twelve monthly equal increments based on the unit member's classification.

24.6.1.3 Nurses who hold an audiometrist certificate and are assigned to perform audiometrist duties during the school year by the Health Services department shall receive an annual stipend of $967.97, to be paid in monthly equal installments. The district reserves the right to verify the validity of certificates provided by nurses.

24.6.2 Teachers With Industrial Arts Credentials Not Teaching Vocational Courses

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

24.6.3 Teachers with the Standard Designated Subject 8.0 full-time Career Technical Education ("CTE") Credential and teaching CTE courses

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

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

24.6.3.3 Additional academic training of at least 60 units will be considered advanced training and will entitle the instructor to placement on Column 4.

24.6.3.4 Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency (Column 6).

24.6.4 Teachers with a Clear Regular Teaching Credential Plus CTE Credential and Teaching CTE Courses

24.6.4.1 Initial placement will be on Column 3 for teachers who will be teaching vocational courses.

24.6.4.2 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.

24.6.4.3 Teachers may start on the salary schedule no higher than Column 4 and may qualify for the doctoral equivalency.

24.6.5 Unit Members with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential

24.6.5.1 Initial placement will be on Column 3.

24.6.5.2 Trade experience beyond five (5) years will be counted as teaching experience for placement purposes.

24.6.5.3 Advancement on the salary schedule beyond Column 3 will be in accordance with items (24.7).

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24.7 Work Year

24.7.1 Basic Assignments

24.7.1.1 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.

24.7.2 Nurses

24.7.2.1 The work year for nurses shall be the same as for teachers.

24.7.3 Psychologists, Speech and Language Pathologists, and Social Workers

24.7.3.1 Effective starting with the 2026-27 School Year, School Psychologists, Speech and Language Pathologists will adjust the work year to a mandatory 195 work days. Psychologists and Speech and Language Pathologists will report 2 days before teachers, and serve an additional 4 days at the end of the school year. Three work days (24 hours) may be used throughout the year, outside of working hours, to complete essential job functions to reduce reliance on outside contractors and the use of extended contracts.

24.7.3.2 Effective starting with the 2026-27 School Year, Social workers will adjust the work year to a mandatory 195 work days, and will report 4 days before teacher first day and 2 after teacher last day. Social workers will have 3 additional days (or 24 hours) as billable flex time, usable throughout the academic calendar year.

24.7.3.3 All aforementioned specialists will complete service logs to record this additional time outside of work hours, for services including but not limited to crisis support, student and family engagement, case management coordination with healthcare providers, continuing education or other job related essential functions.

24.7.4 Counselors

24.7.4.1 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.

24.7.4.2 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.

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

24.7.5 Eleven and Twelve-Month Assignments

24.7.5.1 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%.

24.7.6 Method of Payment

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

24.7.6.2 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.

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

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

24.7.6.5 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 August.

24.8 Health and Welfare Insurance (See Agreement in Appendix 14)

24.8.1 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.

24.8.2 Employer – Employee Contribution to Health Benefits

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

24.8.2.2 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.

24.8.2.3 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 Enroll-ment
	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	$100	$10	$30	N/A	fully covered	Y
2007-2008	$15	$250	$100	$10	$30	N/A	fully covered	Y

SHCP	Co-Insurance						Dental & Vision, Life, AD&D, LTD	Dual Enroll-ment
	Professional Services			Prescriptions				
	OV	IP	ER	Gen.	Brand	Form		
2005-2006	$10	$250	$50	$10	$25	$35	fully covered	Y
2006-2007	$15	$250	$100	$10	$30	$50	fully covered	Y
2007-2008	$20	$250	$100	$15	$35	$55	fully covered	Y

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

24.8.2.4 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.

24.8.2.5 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.

24.8.2.6 IRS 125 Plan

24.8.2.6.1 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.

24.8.2.7 Measure E Contributions To Medical Benefits

24.8.2.7.1 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.

24.8.2.7.2 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.

24.8.2.8 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.

24.8.2.9 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.

24.8.2.10 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.

24.8.2.11 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.

24.8.3 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.

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- 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.

24.8.3.1 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.

24.8.4 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.

24.9 (Deleted)

24.10 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.

24.10.1 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.

24.10.1.1 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.

24.10.2 Dental plan maximum per enrollee $1,500 annually.

24.11 Long-Term Disability Insurance

24.11.1 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.

24.11.2 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

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less than five (5) years of service credited by the STRS shall be covered by the District policy to age 65.

24.12 Life Insurance

24.12.1 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.

24.12.2 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.

24.13 Liability Insurance

24.13.1 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.

24.14 Vision Care

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.

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

24.15 Annuity Program

24.15.1 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.

24.15.2 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.

24.15.3 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

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

24.16 Health Benefits Governance Board (See Side Letter Agreement in Appendix 14)

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 healthcare. The Association agrees to continue to participate in the Health Benefits Governance Board (HBGB). The parties also recognize the need to reauthorize Measure E to help offset the costs of health care premiums for all employees.

24.17 General Information on Employer-Paid Insurance Plans

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

24.17.2 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.

24.17.3 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.

24.17.4 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.

24.17.5 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.

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24.17.5.1 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.

24.17.6 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.

24.17.7 The Employer will provide health plan benefits to unit members when they retire until age 65 at the retiree's option and expense.

24.17.8 Benefits as provided in this article shall be continued for the duration of the contract.

24.18 Transportation Reimbursement

24.18.1 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.

24.18.1.1 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.

24.18.2 Flat Rate Reimbursement

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

Assignment	Flat Rates
10-month basis	$ 681.00
11-month basis	$ 704.00
12-month basis	$ 728.00

24.18.2.2 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.

24.18.3 Special Flat Rate Reimbursement for High Mileage and Weekend Assignments

24.18.3.1 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.

24.18.4 Excess Mileage Reimbursement

24.18.4.1 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.

24.18.5 Mileage Reimbursement

24.18.5.1 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.

24.19 Miscellaneous

24.19.1 Student Teaching

24.19.1.1 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.

24.20 Programs for Personal Growth

24.20.1 Any unit member receiving their 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.

24.20.2 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.

24.20.3 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.

24.20.4 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.

24.20.5 In order for the units of credit to count towards the 150 hours of professional growth, the teacher must submit, for approval, their initial plan to the Director of Human Resources or their designee by October 1 for the Fall Semester and by February 1 for the Spring Semester. (Forms are to be provided by the Employer.)

24.20.6 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.

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24.20.7 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 their credential to be deemed to remain valid.

24.21 Domestic Partner Benefit

24.21.1 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 16).

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

24.21.3 COBRA provisions do not apply for Domestic Partner coverage.

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ARTICLE 25 - Peer Assistance and Review

25

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

25.2.1.1 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)

25.2.2.1 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

25.3.1.1 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.

25.3.1.2 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.

25.3.1.3 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

25.3.2.1 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.

25.3.2.2 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**:**

25.3.3.1 An RT for whom they are the current evaluator or the evaluator who initiated the current PAR referral.

25.3.3.2 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 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

25.3.4.4.1 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 they prefer, but the Joint Committee shall not be bound by the preference. The Joint Committee shall notify the permanent teacher, their 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

25.3.4.5.1 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

25.3.4.6.1 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

25.3.4.7.1 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

25.3.4.9.1 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.

25.3.4.9.2 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

25.3.4.10.1 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 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.

25.3.5.3 Materials shall be disclosed if required by law.

25.3.6 Indemnity

25.3.6.1 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

25.3.7.1 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)

25.4.1.1 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.

25.4.1.2 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.

25.4.1.3 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)

25.4.2.1 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.

25.4.2.2 Unsatisfactory Evaluation

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

25.4.2.2.2 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" ("beginning") ratings out of these four (4) evaluation domains:

i. Domain 1: Planning and Preparation

ii. Domain 2: Classroom Environment

iii. Domain 3: Teaching and Learning for All Students

iv. Domain 4: Professional Reflection and Revision

25.4.2.2.3 The summative evaluation shall be based on evaluation criteria appropriate to the unit member's instructional program, and consistent with the goals and objectives (SMARTe Goals) agreed to by the unit member and their evaluator at the outset of the evaluation process.

25.4.2.3 Referral

25.4.2.3.1 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.

25.4.2.3.2 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.

25.4.2.4 Teacher Objection or Non-Cooperation

25.4.2.4.1 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 their request, appear before the Joint Committee with a representative of their choice to explain their 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.

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

i. The assigned consulting teacher provides notice in writing to the Referred Teacher of the recommendation and the possible consequences of failure to cooperate no less than five (5) days prior to the meeting of the JC where the early unsatisfactory exit shall be considered.
ii. The assigned consulting teacher provides clear evidence of non-cooperation to the Joint Committee and the Superintendent or designee in writing.
iii. 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.
iv. The Joint Committee considers the evidence, makes a recommendation, and notifies the Referred Teacher of the recommendation.
v. The provisions of Article 25.7 including but not limited to notice, right to respond, and representation have been met.
vi. For a referred teacher, the Superintendent or designee approves the recommendation.

25.4.3 Volunteer Teachers (VT)

25.4.3.1 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, a unit member may volunteer at any time. A volunteer may withdraw from the program at any time. When the volunteer applies to the program, they shall provide the program with an initial draft of the goals, which they would like to accomplish by participation in PAR.

25.4.3.2 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.

25.4.3.3 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*

25.5.2.1 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

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

25.5.3.2 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.

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

- Their Principal/Site Leader or immediate supervisor
- An Association representative
- Two teachers at the applicant's site/program

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

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

25.5.4 Selection

25.5.4.1 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.

25.5.4.2 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 to ensure continuity.

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 their own training and staff development.

25.5.7 Compensation

25.5.7.1 A full-time Consulting Teacher shall receive their 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 they 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.

25.5.7.2 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

25.5.8.1 While on assignment as a full-time consulting teacher, the CT will be considered on leave to a categorical program from their regular assignment. Thus, their regular assignment may be filled on a temporary basis. Upon completion of their service as a full-time released Consulting Teacher, the CT has the right to return to their 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

25.5.9.1 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

25.5.10.1 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.

25.5.10.2 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

25.5.11.1 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.

25.5.11.2 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

25.5.12.1 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

25.5.13.1 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.

25.5.13.2 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

25.6.1.1 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.

25.6.1.2 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:

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

25.6.1.4 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.

25.6.2 Classroom Observations

25.6.2.1 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

25.6.3.1 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.

25.6.3.2 For purposes of the VT, these reports shall be limited to the assistance log referred to in Section 25.4.3.2 above.

25.6.4 Final Report

25.6.4.1 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.

25.6.4.2 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 their 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 they are called and shall be given a reasonable opportunity to present their point of view concerning any report being made.

25.7.3 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.

25.7.4 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.

25.7.5 The participating teacher shall have the right to timely reports of progress made.

25.7.6 The participating teacher may request a change in their Consulting Teacher no more than once during their participation in the PAR program providing an alternate Consulting Teacher is available.

25.7.7 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.

25.7.8 Participation in the PAR Program shall not diminish the legal rights of bargaining unit members.

25.7.9 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.

25.8.3 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.

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

25.8.5 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.

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

25.8.7 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.

DEFENDING EDUCATION

ARTICLE 26 - CONTRACT WAIVERS

26.1 General Provisions

26.1.1 School site improvement, restructuring or reform plans shall not contain any provisions contrary to, or in conflict with any article or section of this Agreement, unless specific waivers to such Agreement articles and sections are agreed to by the Association and the Employer.

26.1.2 The following Articles in this Agreement shall not be eligible for contract waivers: Recognition, Non-Discrimination, Affirmative Action, Academic Freedom, Association Rights, and Grievances. Compensation (i.e., Article 24 and appropriate appendices) is also non-waivable, subject to section 26.2.1.4.

26.1.3 The District shall develop its own internal process by which District policies and administrative procedures may be waived.

26.1.4 The Association shall develop its own internal processes by which provisions of this Agreement may be waived (See Appendix 13).

26.1.5 Requests for waivers shall be approved or denied within thirty (30) days of submission to the OEA Waiver Panel.

26.1.6 No waiver shall be granted that is in contravention of federal or state law.

26.2 Waiver for Specialized Programs developed at site-level

26.2.1 An application for creation/modification of a Specialized program pursuant to Article 27 - may receive waivers from certain provisions of this Agreement for a period not to exceed three (3) years pursuant to the following process and requirements:

26.2.1.1 The OEA Waiver Panel has up to 20 work days to review the application, identify any impacted provisions of the Agreement and consult with unit members at the site about the same. Upon request of waiver panel members, the District may, but is not required, to approve release time to facilitate this process.

26.2.1.2 A vote at the site on the application for designation as a Specialized program pursuant to Article 27 - occurs after the actions in section 26.2.1.1 above. Approval of the application requires an affirmative vote pursuant to Appendix 13 of this Agreement. Such vote will be conducted by secret ballot by the OEA site representative.

26.2.1.3 The Association may develop its own internal processes, distinct from section 26.1.4, by which provisions of this Agreement may be waived in conjunction with an application for a specialized program pursuant to Article 27 - .

26.2.1.4 Notwithstanding the non-waivability of Article 24 as stated in section 26.1.2, a specialized program application may call for the performance of additional hours of student instruction. If so, any such hours required to be worked beyond the contractual work day and/or such days required to be worked beyond the contractual work year shall be compensated at each teacher's per diem hourly or daily rate respectively.

ARTICLE 27 - SPECIALIZED PROGRAMS

27.1 Specialized Program Development

27.1.1 The Employer and the Association recognize that development of school environments in which site-level employees have flexibility to implement targeted strategies to advance student academic achievement may improve effective professional practice and the educational process. Accordingly, to facilitate the development of such specialized programs and provide more flexibility for site-level decision-making, the parties agree as follows:

27.1.2 Schools may develop a plan to implement an innovative, specialized program as defined in Article 27.2.1 that may require flexibility and, therefore, deviation from certain provisions of this Agreement and/or District policies.

27.2 Specialized Programs

27.2.1 "Specialized Programs" are schools or programs within a school designated to implement a specialized academic and/or operational program targeted to improve student academic achievement. Examples of existing specialized programs include, but are not limited to:

27.2.1.1 Dual Language Immersion

27.2.1.2 Linked Learning

27.2.1.3 Newcomers Program

27.2.1.4 Expeditionary Learning

27.2.1.5 Big Picture

27.2.1.6 Blended Learning

27.2.1.7 Lab Schools associated with Teacher Training Programs

27.2.2 Schools may submit a specialized program application for approval by the Board of Education for school-based flexibilities.

27.3 Application Process

27.3.1 The Principal/Site Leader and faculty shall jointly decide to submit the application upon approval by a minimum of two-thirds of the OEA-represented employees assigned half-time or more to the site/program submitting the proposal.

27.3.2 Each submitted application must include:

27.3.2.1 A detailed description of the specialized program design, including the duration thereof.

27.3.2.2 Any hiring criteria for unit members determined to be necessary to the success of the specialized program.

27.3.2.3 An Affirmation Agreement specifying the requirements of unit members at the site, if applicable.

27.3.2.4 Written confirmation of waiver approval pursuant to Article 26 - , if applicable.

27.3.2.5 The conditions under which a specialized program may either be terminated prior to, or renewed as of its specified expiration date.

27.3.3 Applications shall be reviewed by the Superintendent/designee and will include assessment of the research on which the plan is based and the capacity of the school community to implement the plan.

27.3.4 The Superintendent shall forward their recommendation on approval of the application to the Board of Education, whose decision shall be final.

27.3.5 Once designated, a specialized program shall maintain its designation for the duration of the approved application, provided, however, that continued waivers of this Agreement beyond three (3) years in duration, if applicable, must be obtained pursuant to Article 26. Upon expiration, the specialized program will transition to regular school status unless the program is terminated early or a successful renewal application and redesignation is approved pursuant to the conditions set forth in the approved application.

27.3.6 At the end of each semester, or at other benchmarks established by the site, unit members may elect to evaluate and propose modifications to the Affirmation Agreement to more effectively address the needs of students. Any modifications which require waiver of provisions of this Agreement beyond waivers already granted, if any, must be approved through the process in Article 26.

27.4

Teachers will be notified of Affirmation Agreements and hiring criteria of specialized programs in vacancy lists and alerts announcing new vacancies pursuant to Article 12 of this Agreement.

27.5 Election to Remain at Site

Teachers currently assigned to a school site with a specialized program(s) may elect to remain at the site provided that they sign the Affirmation Agreement, if applicable. If an Affirmation Agreement is signed, the provisions of Article 12.2.2.7 of this Agreement shall apply.

27.6 Election to Exit Site

Teachers currently assigned to a site with a specialized program(s) may elect not to remain at the site prior to implementation of the program(s). Written notice of this election shall be provided to Human Resources not later than the commencement of the second semester immediately prior to the year of implementation. Teachers electing to exit the site shall be placed in the Talent Pool and participate in the transfer procedure, set forth in Article 12 of this Agreement, at Phase 1 for the subsequent school year.

27.7 Specialized Program Evaluation

Upon the request of the District or the Association, representatives of the parties shall meet to evaluate fidelity in implementation of the specialized program while it is in progress and/or fulfillment of the goals and expectations set forth in the specialized program during the first semester of the final year of the special program.

PENDING EDUCATION

ARTICLE 28 - RESTRUCTURED SCHOOLS

28.1

Any schools designated by the District for possible intervention and/or restructuring shall comply with all provisions of this Agreement, unless waivers are agreed to and approved by the Association and the District according to Article 26 - of this Agreement. The District shall notify the Association and impacted school site(s) of schools the District has designated for possible intervention and/or restructuring by May 1st. The District may provide support during the next school year. If intervention and/or restructuring is mandated, the year following identification shall be spent planning for such intervention and/or restructuring. For example, if the District notifies the association that a site has been designated for possible intervention and/or restructuring on or before May 1, 2016, the District may then provide support during the 2016-2017 school year and that year would be spent in planning such intervention and/or restructuring, if any was contemplated.

28.2

As part of the intervention and/or restructuring process, school communities shall be offered the opportunity to develop and submit improvement plans that may include a specialized program application pursuant to Article 27. The District will consider creative means to make funds available to support the site staff's efforts to develop and implement an improvement plan that may include a specialized program.

28.3 Election to Remain at Site

Teachers currently assigned to a school site designated by the District for intervention may elect to remain at the site provided that they sign the Affirmation Agreement, if applicable. If an Affirmation Agreement is signed, the provisions of Article 12.2.2.7 of this Agreement shall apply.

28.4 Election to Exit Site

Teachers currently assigned to a site designated by the District for intervention and/or restructuring may elect not to remain at the site prior to implementation of the specialized plan or restructuring. Written notice of this election shall be provided to Human Resources not later than the commencement of the second semester immediately prior to the year of implementation. Teachers electing to exit the site shall be placed in the Talent Pool and participate in the transfer procedure, set forth in Article 12 of this Agreement, at Phase 1 for the subsequent school year.

Article 29 – SHARED DECISION-MAKING

29.1 Community Schools

"Community Schools" are defined as OUSD-operated schools to which the State of California has awarded a California Community Schools Partnership Program (CCSPP) allocation or grant.

"CSSC" is the Community Schools Steering Committee.

29.1.1 CSSC Duties and Responsibilities.

29.1.1.1 Act as the shared district-level decision-making body required under the CCSPP.

29.1.1.2 Provide recommendations on how Community Schools can reach the following goals:

29.1.1.2.1 Strengthen collaborative leadership practices with students, families, teachers, site staff, and community partners,

29.1.1.2.2 Expand support services to address impacts of poverty, the pandemic, and trauma on students' well-being and learning – with a focus on creating racially just and restorative school climates,

29.1.1.2.3 Strengthen school-family engagement to support student success, so that families are welcomed, safe, and healthy, and

29.1.1.2.4 Expand and improve student supports and enrichment opportunities to close the equity gap, so that all students graduate college, career, and community ready.

29.1.1.3 Report to the Board at least twice per year on the activities of the CSSC and the CCSPP, with at least one of the reports each year including an assessment of how well School Site Councils (SSCs) at OUSD Community Schools are implementing shared decision-making.

29.1.1.4 Adopt bylaws to govern the CSSC.

29.1.1.5 Strive to operate by consensus in attendance but, when necessary, act as a body by a majority vote in attendance.

29.1.1.6 Meet a minimum of nine (9) times a year starting in September.

29.1.1.7 Support collaborative leadership and shared decision making by the SSCs at OUSD Community Schools, which shall include (but not be limited to) advising on and providing content for a training for the SSCs at OUSD Community Schools regarding successful community school best practices and shared decision-making.

29.1.1.8 Conduct a Needs and Asset Assessment every 3 years.

29.1.1.9 Nothing herein in any way abrogates the final and ultimate decision-making ability or authority of the OUSD Board of Education.

29.1.2 CSSC Membership

29.1.2.1 Within 30 days of the date of ratification, the membership of the CSSC shall be changed to consist of no more than twenty-one (21) members. OEA and

OUSD are committed to a CSSC membership that reflects the historically underrepresented demographic groups within OUSD. OUSD shall appoint the CSSC members except as noted herein.

29.1.2.2 OEA may appoint up to four (4) members to the CSSC. Where possible, the CSSC members appointed by OEA shall work at Community Schools.

29.1.2.3 At least (4) members of the CSSC may be appointed by other OUSD labor unions so long as there is the necessary documentation between OUSD and the labor unions.

29.1.2.4 OUSD and OEA shall appoint at least four (4) OUSD students as members to the CSSC, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members.

29.1.2.5 OUSD and OEA shall appoint up to four (4) parents/guardians to the CSSC, at least one (1) of whom must be nominated by the PSAC and at least one (1) of whom must be nominated by the CAC.

29.1.2.6 OUSD shall not appoint more than five (5) confidential OUSD employees to the CSSC.

29.1.2.7 OUSD shall make good faith to provide annual stipends to any CSSC member who is a member due to their status as an OUSD parent/guardian or an OUSD student.

29.1.3 CSSC Officers

29.1.3.1 For the first year, the President of OEA and the Superintendent will each designate a CSSC member to serve as a co-chair for the CSSC for up to one year. Subsequent co-chairs shall be selected by the CSSC by majority vote.

29.1.3.2 The Co-Chairs and the OUSD staff members assigned to the CSSC shall jointly set the CSSC meeting schedule and determine the agenda for CSSC meetings. Nothing herein empowers the CSSC or an individual CSSC member to direct OUSD staff in any way.

29.1.4 School Site Councils

29.1.4.1 SSCs, or subcommittees thereof, shall be the shared decision-making body at Community Schools and decisions shall be made by consensus but when consensus is not reached, shall be made by majority vote.

29.1.4.2 Each SSC shall schedule a vote on its annual CCSPP Community School Implementation Plan and Budget.

29.1.5 The CSSC and the Reparations for Black Students Task Force will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.

29.2 Black Thriving Community Schools

29.2.1 OUSD shall create a Reparations for Black Students Taskforce (TF) to identify Historically Black Schools, defined as an OUSD school in which 40% or more of the students enrolled in the school are African American, and support the transformation of those schools into Black Thriving Community Schools that provide the wrap-around services and supports needed for African American students to thrive.

29.2.2 Task Force Duties and Responsibilities.

29.2.2.1 Act as a shared decision-making body related to the creation and implementation of a Black Student Thriving Plan (which may include the identification of indicators) and facilitate a democratic process for supporting Historically Black Schools.

29.2.2.2 Determining metrics and benchmarks for evaluation of the Black Student Thriving Plan.

29.2.2.3 Recommend an independent third party to study and evaluate the impact of the Black Student Thriving Plan. Unless prohibited by law, OUSD shall contract with that independent third party to complete its study and evaluation no later than June 2027. In the event that the TF recommends a change to the June 2027 deadline, OEA and OUSD shall meet and confer to determine a new deadline.

29.2.2.4 Continually support and, if needed, refine the Black Student Thriving Plan in partnership with key stakeholders (e.g., school site staff, community organizations) and as informed by school site needs.

29.2.2.5 Develop and implement a fundraising plan to resource the Black Student Thriving Plan and other elements necessary for site based implementation of programs above the awarded community schools dollars.

29.2.2.6 Where possible and appropriate, support and advise sites with grant writing to launch and sustain programs identified in the Black Student Thriving Plan.

29.2.2.7 Report to the Board at least twice per year on the Black Student Thriving Plan and the TF's other work.

29.2.2.8 Adopt bylaws to govern the TF.

29.2.3 TF Membership

29.2.3.1 The membership of the TF shall consist of no more than twenty-one (21) members. OEA and OUSD aspire to a TF membership that reflects the need for members to understand the need to provide reparations for Black students in OUSD. OUSD shall appoint the TF members except as noted herein.

29.2.3.2 OEA may appoint up to four (4) members to the TF. Where possible, the TF members appointed by OEA shall work at Historically Black Schools.

29.2.3.3 At least (4) members of the TF may be appointed by other OUSD labor unions so long as there is the necessary documentation between OUSD and the labor unions.

29.2.3.4 OUSD and OEA shall appoint at least four (4) OUSD students as members to the TF, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members from Historically Black Schools.

29.2.3.5 OUSD and OEA shall appoint at least four (4) parents/guardians to the TF, at least one (1) of who must be nominated by the PSAC and at least one (1) of whom must be nominated by the CAC.

29.2.3.6 OUSD shall not appoint more than five (5) confidential OUSD employees to the TF.

29.2.3.7 OUSD shall make good faith to provide (or, more likely, to find a third party to provide) annual stipends (if permitted, an annual stipend of $500) to any TF member who is a member due to their status as an OUSD parent/guardian or an OUSD student.

29.2.4 Task Force Officers

29.2.4.1 The President of OEA and the Superintendent will each designate a TF member to serve as a co-chair for the TF for up to one year. Subsequent co-chairs shall be selected by the TF by majority vote.

29.2.4.2 The co-chairs, in consultation with the OUSD staff members assigned to the TF, shall set the TF meeting schedule and determine the agenda for TF meetings. Nothing herein empowers the TF or an individual TF member to direct OUSD staff in any way.

29.2.5 Teachers on Special Assignment

29.2.5.1 The District shall maintain 5.0 FTE Teachers on Special Assignment (TSAs) to support Historically Black Schools and help implement the Black Student Thriving Plan. The OEA Black Thriving TSA membership will collaborate to hire Black Thriving TSAs, including the development of interview criteria and questions, conducting job interviews, and selection of candidates.

29.2.5.2 No employee in a Black Thriving TSA position shall be assigned to more than one OUSD school without mutual agreement between OEA and OUSD.

29.2.5.3 The Black Thriving TSA will dedicate 80% of their full-time equivalent (FTE) to providing direct support at school sites, as determined by the team of Black Thriving TSA's. The remaining 20% of their FTE will be allocated to administrative duties, also defined by the Black Thriving TSA team.

29.2.5.4 Recognizing that these work duties involve frequent meetings outside of regular school hours, the Black Thriving TSA will have the flexibility to adjust their schedule as needed to meet the needs of before or after school meetings and committee obligations related to their work.

29.2.5.5 Black Thriving TSAs are not required to support functions such as yard duties, lunch, substitute coverage for absent teachers or IEP meetings, etc.

29.2.5.6 The Task Force and Community Schools Steering Committee will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.

29.3 Workplace Psychological Safety Subcommittee

29.3.1 The Reparations for Black Students Taskforce will establish a Workplace Psychological Safety Subcommittee of the Reparations for Black Students Taskforce. This Subcommittee will be charged with addressing issues related to psychological safety for Black Educators, including but not limited to workplace racism, discrimination, and any other form of emotional harm or hostility that affects the well-being of educators.

29.3.2 Purpose and Scope

29.3.2.1 The primary purpose of the Workplace Psychological Safety Subcommittee is to:

29.3.2.2 Support the Well-being of Black Educators: The Subcommittee will be dedicated to ensuring the psychological safety, healing, and professional longevity of Black educators, recognizing that they face unique challenges within the educational environment. The Subcommittee will provide a dedicated support system for these educators, including but not limited to:

29.3.2.2.1 Access to mental health and wellness resources

29.3.2.2.2 Peer mentorship, access to Black coaches, and restorative practices

29.3.2.2.3 Ongoing opportunities for leadership development and empowerment

29.3.2.3 Address Racism and Discrimination: The Subcommittee will raise and advocate for issues on behalf of OEA members who are feeling harmed by workplace racism, microaggressions, and racial discrimination. The Subcommittee will work to identify, address, and prevent these harms through restorative and actionable processes.

29.3.3 Composition and Leadership

29.3.3.1 One Black Thriving Teacher on Special Assignment (TSA) selected by OEA will serve as the Union Co-Chair of the Subcommittee; the District will appoint the District Co-Chair. As advocates for racial equity and the specific needs of Black educators, the Co-Chairs will lead the Subcommittee's efforts to center the voices and experiences of Black educators.

29.3.4 Responsibilities

The Workplace Psychological Safety Sub-Committee will:

29.3.4.1 Raise Issues and Advocate for Change: The Subcommittee will have the authority to raise issues and concerns on behalf of any OEA unit member feeling harmed by workplace racism, discriminatory practices, or other psychological harm that may result in, including but not limited to, a poor evaluation, disciplinary action or hostile work environment. The Subcommittee will advocate for resolution through appropriate channels and restorative measures.

29.3.4.2 Develop Supportive Systems for Reporting and Resolution: The Committee will create confidential, accessible channels for educators to report experiences of psychological harm, ensuring that those who report racism or discrimination are supported, protected from retaliation, and provided with resources for healing and support.

29.3.4.3 Develop and Implement Training and Professional Development: The Subcommittee will recommend training programs focused on anti-racism, implicit bias, restorative practices, and psychological safety for all district staff.

29.3.4.4 Evaluate District Practices: The Subcommittee may review district policies, procedures, specific school sites, and school climates to assess their impact on psychological safety and racial equity. They may provide reports and recommendations to district leadership and OEA on how to improve practices that support marginalized educators and prevent harm.

APPENDIX 2 SPECIAL RATES AND STIPENDS

Updated July 1, 2026

OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

SPECIAL RATES AND STIPENDS

Stipend/Rate	Amount	Period	Note/Reference
Teacher on Special Assignment (TSA)	$1,233.69	Annually	
Senior High School Department Heads, Head Counselors and Librarians			
5-19 periods assigned (including head)	$646.50	Annually	
20-33 periods assigned (including head)	$880.19	Annually	
34-49 periods assigned (including head)	$1,110.32	Annually	
50 plus periods assigned (including head)	$1,345.19	Annually	
National Board Certification	$1,000	Annually	24.5.2.5
BCLAD certified or bilingual test authorized or deaf/hard of hearing	$3,000	Annually	24.5.5.1
Teachers in Dual-Language Schools and early-exit bilingual programs	$1,000	Annually	24.5.5.2
Teachers of Combination Classes	$1,500	Annually	24.5.3
Counselors			
Data Processing	$1,233.69	Annually	
Testing	$1,233.69	Annually	

DEFENDING EDUCATION

Scholarship	$1,233.69	Annually	
Head Teachers (ECE)			
Fewer than five teachers	$1,250	Annually	24.5.4.1
Five or more teachers	$2,100	Annually	24.5.4.1
Child Development Center Open/Close	$2,000	Annually	24.5.4.2
Nurses			
Audiometrists	$967.97	Annually	24.6.1.4
Senior Nurse Stipend	$8,000	Annually	24.6.1.2
ROTC Instructors	$355.87	Monthly	
Adult Education Teacher Not on Salary Schedule	$35.08	Hourly	
Extra Duty Assignments			
Use of Regular Classroom Teacher for EEIP	Per Diem		24.5.2.2
Use of Conference Period for Substitute Duty at Secondary Level	Per Diem		24.5.2.3
Extra Duty Hourly Rate	90% of Step 1/ Column 1	Hourly	24.4.8
Other (Secondary Only)			
Drama, Dance, Instructional Music, Choral Music	$1,130.48	Annually	
Secondary VAPA evening performances	$1,500	Semester	21.6.5

DEFENDING EDUCATION

Substitutes			
Regular Substitutes	Step 1/ column 1	Daily	24.1.3
Retiree Substitute	Step 13/ Column 1	Daily	24.1.3

DEFENDING EDUCATION

Appendix 2B - Athletic Coaching Stipends

- Unit members who coach sports will receive stipends as shown below.
- Each stipend covers one sports season (fall, winter or spring).
- Unit members who coach multiple sports in the same school year shall receive the full stipend for each sport.
- Unit members who coach the same sport in multiple seasons in the same school year shall receive the full stipend for each season.

Stipend/Rate	Amount
High School	
Football	
Coach No. 1 (Varsity)	$5,324
Coach No. 2 (Jr. Varsity)	$4,259
Coach No. 3 (Assistant)	$3,194
Coach No. 4 (Assistant)	$3,194
Coach No. 5 (Assistant)	$3,194
Basketball	
Coach No. 1	$4,857
Coach No. 2	$3,885
Wrestling	
Coach No. 1	$4,857
Coach No. 2	$2,914
Track	
Coach No. 1	$5,089
Coach No. 2	$3,053

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Baseball	
Coach No. 1	$4,856
Coach No. 2	$3,885
Softball	
Coach No. 1	$4,856
Coach No. 2	$3,885
Volleyball	
Coach No. 1	$4,856
Coach No. 2	$3,885
Soccer	
Coach No. 1	$5,089
Coach No. 2	$4,071
Cross Country	$4,856
Badminton	$4,857
Gymnastics	$3,146
Golf	$4,856
Tennis	$4,856
Swimming	$4,856
Athletic Director	$2,830
Cheer	$4,856

DEFENDING EDUCATION

Flag Football	
Coach No 1	$4,856
Coach No 2	$3,885
Lacrosse	$4,856
MIDDLE SCHOOL	
Soccer Coach 1	$5,089
Basketball Coach 1	$4,856
Cheer Coach 1	$4,856
Wrestling Coach 1	$4,856
Soccer Coach 2	$4,071
All other Coach 1	$1,668
All other Coach 2	$1,268
Site Coordinator	$2,400
Athletic Director	$3,000

DEFENDING EDUCATION