



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1907
Introduction Date	August 10, 2022
Enactment Number	22-1406
Enactment Date	8-10-2022 CJH

## MEMO

**To:** Board of Education

**From:** Sondra Aguilera, Chief Academic Officer  
Christie Herrera, Executive Director of Early Learning  
Jennifer Blake, Executive Director  
Jenine Lindsey, Executive Director of Labor Strategy & ADR

**Board Meeting Date:** August 10, 2022

**Subject:** Board Approval of Tentative Agreements Between Oakland Education Association and the Oakland Unified School District Regarding Early Learning Programs in OUSD pending AB 1200 Public Disclosure, Certification of Cost

---

### Action Requested and Recommendation

Approval of Tentative Agreements between Oakland Education Association (“OEA”) and the Oakland Unified School District (“OUSD”) (“Agreements”) pending compliance with Government Code section 3547.5, all applicable AB 1200 disclosure requirements, and all necessary follow-up actions as determined by the Alameda County Office of Education (“ACOE”).

### Background and Discussion

Attached to this memo and legislative file are the Agreements which include:

- A pilot effective through June 30, 2023 to provide peer to peer coaching and mentoring to Early Learning Teachers through Teachers on Special Assignment (TSA). Early Learning TSAs will receive a \$2,750 stipend in the Fall and a \$2,750 stipend in the Spring.
- Provisions addressing the impacts and effects on OEA members of the District’s expansion of the Early Learning Program for Special Education Students to full day effective July 1, 2022.

Government Code 3547.5(a) states: “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1907
Introduction Date	August 10, 2022
Enactment Number	22-1406
Enactment Date	8-10-2022 CJH

Superintendent of Public Instruction.” The Agreement, including all major provisions, is attached in its entirety.

AB 1200 (specifically Government Code section 3540.2) requires: “A school district that has a qualified or negative certification . . . shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representatives of the employer, pursuant to this chapter. The school district shall provide the county superintendent of schools with all information relevant to yield an understanding of the financial impact of that agreement.” In response, “[t]he county superintendent of schools shall notify the school district, the county board of education, the district superintendent, the governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement reviewed pursuant to subdivision (a) would endanger the fiscal well-being of the school district.”

## **Fiscal Impact**

### **Summary of Projected Cost**

<i>2022-23 One Time</i>	<i>2023-24 One Time</i>	<i>Combined Total</i>
200K	200K	400K

One time compensation for Early Learning TSAs will be funded by grant dollars awarded by Rainin Foundation and Oakland Starting Smart and Strong to support coaching for all Preschool and TK classrooms. Additional information, details and updates to the projections above, if any, will be provided through the *AB 1200 Public Disclosure and Certification of Cost*.

## **Attachments**

*Tentative Agreement(s) Between OEA and OUSD- Early Learning Teacher on Special Assignment Pilot and Special Education Full Day Program.*


**Memorandum of Understanding  
Concerning Early Childhood Learning  
Teacher on Special Assignment ("TSA") Pilot  
between the  
Oakland Education Association  
and the  
Oakland Unified School District**

This Memorandum of Understanding is entered into between the Oakland Education Association (the "Association") and Oakland Unified School District ("District"), regarding the implementation of an Early Childhood Learning Teacher on Special Assignment ("TSA") Pilot effective July 1, 2022 through June 30, 2023 subject to available grant funding received by the District and provided by the California Department of Education's Quality Rating and Coaching Funds Grant and/or the Packard Foundation. The Pilot shall be implemented by selected unit members and the District as shown in *Attachment 1- Early Childhood Learning Teacher on Special Assignment ("TSA") 2022-23*.

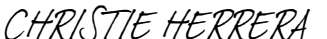
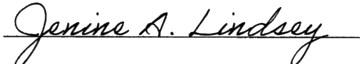
The parties acknowledge this MOU is not precedential and is intended for the specific circumstances and during the specific time in which it is approved.

In witness whereof the parties hereto have executed this agreement effective as of July 1, 2022.

**OAKLAND EDUCATION ASSOCIATION**

By:   
[Keith Brown \(Jul 12, 2022 06:32 MDT\)](#)  
Keith Brown, President

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:   
[CHRISTIE HERRERA \(Jul 12, 2022 10:10 PDT\)](#)  
Christie Herrera, Executive Director of Early  
Childhood Education  
By:   
[Jenine A. Lindsey](#)  
Jenine Lindsey, Executive Director Labor  
Relations & ADR

*Attachment 1- Early Childhood Learning Teacher on Special Assignment ("TSA") 2022-23*

- A. **COMPENSATION:** In addition to salary compensation per the OEA Early Childhood Teacher Salary Schedule, the Early Learning Teacher on Special Assignment shall receive an additional \$5,500 annually. Such payments shall be as a stipend issued twice annually (\$2,750 in the Fall and \$2,750 in the Spring).
- B. **BASIC FUNCTIONS:** The Early Learning Teacher on Special Assignment will provide peer coaching to increase educators' instructional knowledge, promote reflective practices, and maximize student learning through, ensuring high-quality instruction for all students in Early Learning, supporting curriculum development and building relationships among and between teaching staff. The Early Learning Teacher on Special Assignment reports directly to the Director of Quality Enhancement and Professional Development.
- C. **REPRESENTATIVE DUTIES/ESSENTIAL FUNCTIONS:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements. Essential Functions of the Early Childhood Learning Teacher on Special Assignment are as follows:
1. Create a coaching action plan that includes identifying teaching staff strengths, areas of needed support, goals, and coaching strategies
  2. Engage in coaching cycles with teachers based on ongoing reflection and feedback. Coaching cycles may include observation, modeling effective teaching practices, and/or co-teaching.
  3. Analyze data, including DRDP, CLASS, and ECERS, for the purpose of informing instruction, aligned with Preschool Learning Foundations.
  4. Promote research-based developmentally appropriate practices in all content areas to improve student outcomes (e.g., room arrangement).
  5. Facilitate quality, differentiated instruction that is inclusive of all children (e.g., how to support children with challenging behavior).
  6. Support teaching teams to develop and implement curriculum and teach with intentionality.
  7. Plan, and support the implementation of program-wide professional development in conjunction with appropriate staff.
  8. Plan and support family engagement opportunities to help families understand curriculum and make home school connections.
  9. Participate in Professional Development (e.g., Professional Learning Series for Early Learning Coaches with New Teacher Center).
  10. Attend regular coaching collaboration meetings.
  11. Work with the principal/site administrator to develop systems that support high-quality early childhood programs.
  12. Provide strategies for open and effective communication among families, staff, and specialists.
  13. Build knowledge with developmentally appropriate approaches, adult learning styles, and District initiatives (e.g., Resilience building Practices) through ongoing professional development.
  14. Perform related duties as assigned
- D. **QUALIFICATIONS AND KNOWLEDGE:** The District shall determine whether a candidate is qualified based on its normal promotion and hiring processes consistent with the CBA between OUSD and OEA. The incumbent shall have knowledge of preschool Learning Foundations and some familiarity with K-12 Content Standards DRDP, ECERS, and CLASS assessments and demonstrates skill and experience with utilizing data for continuous instructional improvement. Instructional improvement for equity (systems and structures for ongoing continuous improvement, culturally sustaining pedagogy. The incumbent shall also have the ability to:
1. Communicate effectively, orally and in writing
  2. Collaborate with multiple partners including District and school-based administrators and programs, community-based organizations, families, etc.
  3. Interact with children, parents, teaching staff, and administrators in a way that conveys respect
  4. Work cooperatively and effectively as a team member by communicating and contributing information on a continuous basis
  5. Encourage reflective thinking in daily practice
  6. Reliably travel to worksites
- E. **PREREQUISITES:**

1. Bachelor's degree, with major in child development/early childhood education and including courses needed to meet permit requirements and student teaching classroom experience
  2. Three or more years of successful classroom teaching experience
  3. Valid early childhood Permit
  4. Recent and relevant training and experience in assessment, data analysis, and working with second language learners
  5. Experience implementing Creative Curriculum program and administration of Desired Results Development Developmental Profile
  6. Experience in leading professional development
  7. Must have reliable transportation to ensure timely and consistent travel to assigned worksites
  8. Valid California Driver's License, if applicable
- F. **PRE-EMPLOYMENT PROCESS:** Incumbent shall meet all pre-employment and eligibility screenings and physical requirements of Early Learning Teachers as set forth by the District (i.e. fingerprints, tuberculosis, and/or other employment clearance)

## Settlement Agreement Between OEA and OUSD

Regarding Teachers Assigned to Itinerant Roles and The Expansion of Early Childhood to Full Day in 2022-23

This settlement agreement and general release (hereinafter “Agreement”) is entered into between the Oakland Education Association (“Association”) and the Oakland Unified School District (“District”) (hereinafter the “Parties”) regarding the impacts and effects on unit members of changes to the Early Childhood Education Special Education Program effective July 1, 2022 through June 30, 2023.

WHEREAS, a potential dispute between the Parties associated with Early Childhood Education Special Education teachers;

WHEREAS, the Parties share an interest in ensuring that students in need of special education services in the early childhood education setting have access to equitable instructional programs during the 2022-2023 school year;

WHEREAS, the Parties share an interest in ensuring that Early Childhood Special Education teachers are provided with time for preparation, collaboration, professional development and compliance related tasks during the 2022-23 school year;

WHEREAS, the Parties share an interest in maintaining harmonious labor relations and therefore agree to the following for the 2022-23 School Year:


1. The District will make every effort to assign no more than 16 students to each ECSE Teachers assigned to Itinerant roles.
2. Consistent with the CBA between the Parties, If a member’s caseload exceeds the amounts above, a written support plan shall be implemented within 20 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.
3. Such ECSE shall be provided prep and collaboration time as agreed in 3.2 of the Settlement Agreement between OEA and OUSD Regarding ECSE Teachers Effective FY 2022-23 .
4. By the tenth day of the school year, ECSE teachers assigned to Itinerant Roles shall submit a service delivery schedule to their site administrator and Special Education Department that includes every assigned student with an IEP participating in general education for the majority of their school day. Schedules must align to minutes of service indicated in IEPs.
5. The Special Education Department leadership reserves the right to create a compliant service delivery schedule in the event that ECSE teachers assigned to Itinerant Roles are unable to create a final schedule by the tenth day of instruction.
6. This Settlement Agreement resolves the impacts and effects of full day special education classes offered to students in early childhood education for the 2022-23 school year.
7. This Agreement is a settlement of dispute and is not an admission of wrongdoing on the part of either Party.


Settlement Agreement Between OEA and OUSD  
Regarding Teachers Assigned to Itinerant Roles and The Expansion of Early Childhood to Full Day in 2022-23

In witness whereof the parties hereto have executed this agreement this 26th day of May 2022.

**OAKLAND EDUCATION  
ASSOCIATION**

**OAKLAND UNIFIED SCHOOL  
DISTRICT**

By:   
By: [Keith Brown \(Jun 10, 2022 16:36 PDT\)](#)  
Keith Brown, President

By:   
Jenine Lindsey, Ex. Director

Settlement Agreement Between OEA and OUSD  
Regarding Expansion of Early Childhood to Full Day in 2022-23

This settlement agreement and general release (hereinafter “Agreement”) is entered into between the Oakland Education Association (“Association”) and the Oakland Unified School District (“District”) (hereinafter the “Parties”) regarding the impacts and effects on unit members of changes to the Early Childhood Education Special Education Program effective July 1, 2022 through June 30, 2023.

WHEREAS, a potential dispute between the Parties exists associated with Early Childhood Education Special Education teachers;

WHEREAS, the Parties share an interest in ensuring that students in need of special education services in the early childhood education setting have access to equitable instructional programs during the 2022-2023 school year;

WHEREAS, the Parties share an interest in ensuring that Early Childhood Special Education teachers are provided with time for preparation, collaboration, professional development and compliance related tasks during the 2022-23 school year;

WHEREAS, the Parties share an interest in maintaining harmonious labor relations and therefore agree as follows:

**ECSE.1 Definitions for Early Childhood Special Education Teachers**

- ECSE.1.1 Terms of the agreement: All relevant Articles of the Collective Bargaining Agreement shall apply to Early Childhood Special Education teachers unless specifically modified below.
- ECSE 1.2 Early Childhood Special Education (ECSE) Teacher may teach preschool-aged, transitional kindergarten, or a combination of both and is defined as a Special Day Class teacher, or an itinerant preschool teacher.
- ECSE.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.

**ECSE.2 Early Childhood Special Education Program Expansion and Staffing**

- ECSE.2.1 Early Childhood Special Education classroom teachers shall be assigned a single class. To support the transition for ECSE classroom teachers, the following shall apply effective July 1, 2022 through June 30, 2023:

The District shall make every effort regarding staffing, and effective allocation of resources in order to make assignments in a manner intended to achieve reasonably balanced caseloads assigned to members. To that end, the District will make every effort to add seven (7) new classrooms for the 2022-23 school year, bringing the total to thirty-two (32) programs. The District will provide caseload data for all ECSE teachers to OEA by the tenth day of each month. If concerns arise, a meeting can be requested by



Settlement Agreement Between OEA and OUSD

Regarding Expansion of Early Childhood to Full Day in 2022-23

either party, which should be held by the end of that month to determine next steps, including the potential of opening additional programs. This can either be a separate meeting or part of the regularly scheduled OEA/OUSD Joint Special Education Committee. To provide services to students and to meet programmatic needs, the District reserves the right to reassign ECSE unit members, as needed, if the actual number of ECSE classes/programs needed is less than stated above (thirty-two programs). This section shall comply with sections 22.7 and 12.5.1.2 of the collective bargaining agreement.

Reassignments may include, but are not limited to:

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
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.

ECSE.2.2 The district will provide adequate staffing to ensure classrooms have coverage during staff lunch and rest breaks. The district will make efforts to ensure that ratios do not exceed the following minimum staffing ratios:

<b>Program</b>	<b>Staff Ratio</b>
Itinerant	According to student need
Mild-Moderate	1:5-6
Moderate	1:4-5
Moderate-Extensive	1:3

Provisions of this settlement agreement shall not be construed to preclude the District’s ability to provide services to students or prevent the addition of supplemental staff to meet student needs or provide services as outlined in the student’s IEP.

ECSE.2.3 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 work-day.

**ECSE.3 Preparation Periods for Early Childhood Special Education Teachers**

ECSE.3.1 Thirty (30) minutes of each workday shall be a preparation period.

## Settlement Agreement Between OEA and OUSD

### Regarding Expansion of Early Childhood to Full Day in 2022-23

- ECSE.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 work-day.
- ECSE.3.2 The employer shall provide each Early Childhood Special Education teacher with three (3) forty (40) minute preparation, compliance and collaboration periods per week.
- ECSE.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 120 minutes of preparation, compliance and collaboration time weekly, and each preparation period is a minimum of 40 minutes.
- ECSE.3.2.2 The employer shall make every effort to provide time for collaboration among classroom staff, including support staff and general education teachers.
- ECSE.3.2.3 In addition to the above preparation, compliance and collaboration time (120 minutes per week), unit members will be provided the following periods guided, or led by, an administrator:
- a) One 40 minute family/IEP team consultation period per week.
  - b) One 40 minute professional development period per week.
- ECSE 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 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.

## **ECSE.4 Other Provisions for Early Childhood Special Education Teachers**

- ECSE.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.
- ECSE.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.
- ESCE 4.2.1 The District shall make every effort to include early childhood special education when applying for early childhood grants.
- ECSE.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

Settlement Agreement Between OEA and OUSD

Regarding Expansion of Early Childhood to Full Day in 2022-23


materials will be distributed to ECSE classrooms in a manner that is equitable to general education early childhood classrooms.


- ECSE.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.
- ECSE.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 temporary permits needed for the 2022-2023 school year, not to exceed \$100 per eligible ECSE teacher, and provide credentialing support during this process.
- ECSE.4.6 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.
- ECSE.4.7 ECSE teachers shall have representatives on the Special Education Faculty Council and the Early Childhood Education Faculty Council (pursuant to the CBA) to discuss ECSE-specific matters.
- ECSE.4.8 Non-Precedential. It is understood that this agreement is based on the unique facts and circumstances present at this time and does not create any precedent or establish any practice.
- ECSE. 4.9 This Agreement is a settlement of dispute and is not an admission of wrongdoing on the part of either Party.

In witness whereof the parties hereto have executed this agreement this 26th day of May 2022.

**OAKLAND EDUCATION  
ASSOCIATION**

**OAKLAND UNIFIED SCHOOL  
DISTRICT**

By:   
By: [Keith Brown \(Jun 10, 2022 16:36 PDT\)](#)  
Keith Brown, President

By:   
Jenine Lindsey, Ex. Director