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Enactment Date	9/11/19 If



Memo

To Board of Education

From Josh Daniels, General Counsel
Jenine Lindsey, Executive Director of Labor Strategy & ADR

Board Meeting Date September 11, 2019

Subject **APPROVAL OF TEACHER RELEASE AGREEMENT (SIDE-LETTER)**

Action Requested and Recommendation Approval by the Board of Education of Side Letter of Agreement, as Agreement between the Oakland Unified School District and the Oakland Education Association (“OEA”), providing for the release of teacher, Kampala Taiz-Rancifer for the period of July 1, 2019 through June 30, 2020.

Background and Discussion The California Teachers Association requests the release of Kampala Taiz-Rancifer from teaching duties during the 2019-20 school year to participate in a national community schools project funded by the National Education Association.

The National Education Association and the OEA are partners in the campaign to scale school improvement via Community Schools work in Los Angeles, Oakland, San Diego and San Francisco for student success.

Fiscal Impact The Oakland Education Association (OEA) will reimburse the District for all compensation paid to Kampala Taiz-Rancifer during the 2019-20 school year.

Attachments

- Side Letter of Agreement
- Release Request
- Contractual Bargaining Agreement

SIDE LETTER OF AGREEMENT
between the
Oakland Education Association
and the
Oakland Unified School District

This side letter agreement is entered into between the Oakland Education Association (the "Association") and the Oakland Unified School District ("OUSD") (jointly referred to as "the parties") regarding the National Education Association ("NEA") Community Schools grant and release time for OEA leadership participation.

Whereas, the NEA and OEA are partners in the campaign to scale school improvement via Community Schools work in Los Angeles, Oakland, San Diego and San Francisco; and

Whereas, the parties support a Community School strategy for organizing resources around student success;

The parties agree as follows:

1. Commencing with the 2019-20 school year, one unit member, Kampala Taiz-Rancifer shall be released from regular duty for participation purposes.
2. Such release time shall be managed as "officer release" pursuant to Article 11.2.7.
3. Upon concluding participation in the Community Schools campaign, Kampala Taiz-Rancifer's assignment shall be determined by the processes set forth in Article 12.6 (employee initiated transfer) for the 2020-21 school year or at such time as the project is completed.
4. This agreement shall remain in place through June 30, 2022 unless the parties mutually agree to extend or terminate prior.

In witness whereof the parties hereto have executed this agreement this 6 day of August 2019.

**OAKLAND EDUCATION
ASSOCIATION**

By: Keith D. Brown
Keith Brown, OEA President

**OAKLAND UNIFIED SCHOOL
DISTRICT**

By: Jenine Lindsey
Jenine Lindsey, LMER

Aimee Eng

By: Aimee Eng
President, Board of Education
9/12/19

Kyla Johnson-Trammell

By: Kyla Johnson-Trammell
Secretary, Board of Education
9/12/19



REGION I

1705 Murchison Drive, Burlingame, CA 94010
P.O. Box 921, Burlingame, CA 94011-0921
phone 650.552.5560 // fax 650.552.5023

July 8, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

JUL 10 2019

LABOR RELATIONS OFFICE

Sent via Email & U.S. Mail

superintendent@ousd.org

Superintendent Kyla Johnson-Trammel
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

Dr. Johnson-Trammel,

The California Teachers Association requests the release of Kampala Taiz-Rancifer from teaching duties during the 2019-20 school year to participate in a national community schools project funded by the National Education Association.

The Oakland Education Association (OEA) will reimburse the District for all compensation paid to Kampala Taiz-Rancifer during this time, upon receipt of an invoice sent to: OEA, 272 East 12th Street, Oakland, CA 94606

Sincerely,

Shannon O'Hara
Assistant Executive Director

SO:rb

c: Keith Brown, OEA President

OEA/OUSD

AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND OAKLAND EDUCATION ASSOCIATION

Representing Teachers and Other Certificated Classifications

For the Period
July 1, 2014 through June 30, 2017

Oakland Unified School District (OUSD)
1000 Broadway
Oakland, CA 94607

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

- 11.2.2.2 In addition to above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.
- 11.2.3 Professional Growth Leave
- A unit member granted a leave for professional growth shall return to duty within 45 days of cessation of such leave. A unit member granted leave of absence under this provision shall present documentation of work equivalent to at least 12 semester units in one year.
- 11.2.4 Leave for Travel
- A leave for travel may be granted for a school year or for one entire semester. (See Article 24 - Compensation regarding credit.)
- 11.2.5 Leave for Teaching in Another Country
- Leaves of absence for teaching in another country may be granted. In granting leaves for teaching in another country, consideration will be given to length of service, teaching record, order of application and type of assignment. Generally, unit members must have had at least five years of service with the Employer
- 11.2.6 Leave for Public Office
- A unit member is permitted either part-time or full-time leave of absence without pay for the purpose of campaigning for public office to a maximum of one year. A unit member elected to full-time public office shall be granted leave of absence without pay for the period of time served in the office. Leave for less than full-time public office may be granted by the Employer.
- 11.2.7 Release Time Provisions for Association Officers
- 11.2.7.1 The Employer shall grant release time for up to two (2) Association officers. The Association President and any other designated officer shall receive compensation and benefits as though he/she were an employee of the District. The Association shall designate in writing the appropriate placement for each officer on the District's existing certificated teacher salary schedule. (See also Section 24.7.5.)
- 11.2.7.2 The Association shall reimburse the District for full costs of the Association President and any other designated officer on a quarterly basis.
- 11.2.7.3 Upon the end of such release time, the unit member(s) shall have the right to be reassigned to his/her former site and, if possible, former position and will maintain seniority and shall advance on the salary schedule as if the officer had continued to teach.
- 11.2.7.4 The Association shall maintain workers' compensation coverage for each officer designated under these release time provisions.
- 11.2.8 Legislative Leave
- A permanent unit member in a position requiring certification qualifications, who is elected to the Legislature, shall be granted a leave of absence from duties as an employee of the District by the governing board of the District.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13th day of
May 20 15.

FOR THE OEA:



Trish Gorham, President



Kei Swensen, Negotiations Chair

FOR THE DISTRICT



Brigitte Marshall, Chief Talent Officer



Gregory Dannis, District Counsel

Bargaining Teams

Oakland Education Association

Kei Swensen
Steve Randall
Vincent Tolliver
Jennifer Formoso
Doug Appel
Trish Gorham, ex officio

Oakland Unified School District

Brigitte Marshall
Troy Christmas
Sheilagh Andujar
Janine Lindsey
Preston Thomas
Mia Settles-Tidwell
Seth Eckstein
Gregory Dannis

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13th day of

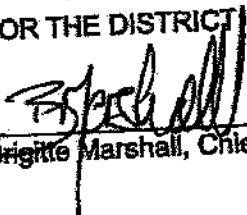
May 20 15

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