

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	-----
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**LABOR MANAGEMENT & EMPLOYEE RELATIONS**

# Memo

**To** Board of Education

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

**Board Meeting Date** December 11, 2019

**Subject** **“Sunshining” of the United Administrators of Oakland Schools (“UAOS”) Initial Proposals (“IP’s”) to the Oakland Unified School District (“District”)**

**Action Requested** Conduct a Public Hearing on the United Administrators of Oakland Schools Initial Proposals (attached) for a full Successor Agreement, effective July 1, 2017.

**Summary** Pursuant to Section 3547 of the Educational Employment Relations Act, before representatives of the District and UAOS may begin negotiations for a new Agreement, the parties are required to present their initial proposals for public review and comments (“sunshining”) the proposals.

**Fiscal Impact** Any tentative agreement will be within the District’s financial ability to cover to anticipated costs.

**Recommendation** Conduct a Public Hearing on the United Administrators of Oakland Schools Initial Proposals (attached) for a full Successor Agreement, effective July 1, 2017.

**Attachments**

- UAOS Initial Proposals



**United Administrators of Oakland Schools**

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**LEGISLATIVE FILE**

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Mr. Josh Daniels, General Council  
Oakland Unified School District  
1000 Broadway Street  
Oakland, CA. 94607

In 2014, United Administrators of Oakland Schools entered in a labor contract with Oakland Unified School District. The contract expiration date was June 30, 2017. We are enclosing our preparations proposal for renewal of that agreement. Our members are sending in the Articles for a new contract and has added or revised Articles that we feel are important to our members and the district. Some areas which are outdated have not been included in the revisions. Listed below are the articles to be included in the TA for a Successor Agreement. All items previously agreed upon in the specified re-openers will be included in the proposals for new /reopener contract language.

**Article 3 Addition:** The district shall communicate to all employees their rights under the federal mandates to be a "Whistleblower."

**Article 4:** Hours of Work- Appendices 4.1, 4.4.2(work hours-work year for Assistant Principals, coordinators, program managers, etc.) for certificated and classified management.

- ❖ Related item: **Number of direct reports that administrators supervise and complete evaluations.**
- ❖ Additional stipends for increased workload and hours assigned by supervisors.
- ❖ **Article 5.3.8** Sabbatical Leave: Application and Notification Process
- ❖ **Special Education Programs** School sites with high numbers of special education classes should receive additional support with the administration of the programs from the special education department in terms of an on-site special education administrator to support the teachers, families, and special ed processes.
- ❖ **Article 6 Performance Evaluation** Coordinated Process for Classified Administrators; Improvement in the Certificated Employees process. Related Appendices 6.1, 6.2, and 6.3. Revisions needs to be made in the process.
- ❖ **Evaluation Schedule:** Move to a Triennial Evaluation Process (3 years) Concentrate on newly hired administrators in years 1 and 2. Monitor administrators with full reviews with 3+ years of service and complete a full review of those administrators every 4th year. However, if there are

performance concerns, a PIP would denote having that administrator on a yearly schedule of performance evaluation.

- ❖ Expectations of administrators should be clear and defined in the evaluation form. Other items cannot be add-ons that have not been clarified with the evacuee at their evaluation meeting that occurs in the fall.
- ❖ Professional growth opportunities should be advertised, and members given the opportunity to attend sessions paid for by the district.
- ❖ Use of 3% of LCAT funding for professional growth should be determined by UAOS members in their network groupings.
- ❖ **Article 7 Assignment, Reassignment, Demotions, Promotion and Dismissals**
- ❖ Related appendices 7.2.3. All promotional opportunities shall be posted, and a copy of the posting and timeline sent to the UAOS office and included in all OUSD newsletter communications. Posting should include if the position is open to district employees only or if it is open to the public.
- ❖ **Job Responsibilities transferred from other jobs that have been eliminated** cannot be added to the employee's assignment without a meeting with the employee and UAOS to discussion of the workload, pay rate for the added responsibilities, time commitment and evaluation process for the two jobs. The employee must sign approval of the new responsibilities.
- ❖ Cuts to programs that create hardships on current staffing and job responsibilities should have an Impact review prior to cuts/lay-offs with the union, talent and departments staff to determine the steps in coordination of the new workload requirements and if staff can perform the essentials of the job.

#### Article 8 Grievance Procedures

- ❖ **Article 8.1.1.7** Date change to MAY due to school scheduling change.
- ❖ **Article 8.1.13 Grievances Addition: 8.1.1.13** Members filing a grievance shall not be retaliated against.
- ❖ **Article 8.1.14 Addition;** Any member under a district investigation process shall be informed fully of the contents of the investigation, shall have union representation at all meetings with investigators regarding said investigation.
- ❖ Members relationship with supervisors should be positive and not based on fear and intimidation. Members should contact UAOS and Labor relations within 10 days of an incident.

#### Salary Compensation

- ❖ Salary Compensation for all unit member shall began at least 11% for both Certificated and Classified Unit members.
- ❖ Police Sergeants and other unit members that perform translation services to non-English speaking parents and students in support of school programs shall receive a stipend \$50.00 per month.
- ❖ Review Salary scale of small, medium and large schools. Make appropriate changes to support the increased work load, and hours.

- ❖ Review salary scale for Assistant Principals to reflect job responsibilities, workload, hours, etc.
- ❖ Review pay differential between Assistant Principals, Police Sergeants and other unit members where their supervised staff is making more than or almost equal to them. All managers should have an 8% difference between their pay and the highest paid staffer they supervise.

### 12.3 Anniversary Increments

- ❖ Unit member both certificated and classified longevity increase shall be calculated at 15 years, 20 years, 25 years and 30 years to be paid based of the member's base salary.

### 12.5 Compensatory Time

- ❖ Compensation time shall be approved and taken by a defined date on an approved Compensatory Time District form. Compensation time cannot be over 20 days within a 3 months period.
- ❖ It is the responsibility of the supervisor and the member to keep an accurate record of all approved compensatory time report with the date, nature of the work completed, signature of the district representative.

### 12.6 Pathways to Excellence Stipends

- ❖ When the district no longer has soft money funding to pay salaries for Programs there should be a public announcement of the lack of funding for the grants and the employee informed in writing that he/she will not be receiving the expected allocation from the grants.

A meet and confer with the UAOS regarding the lack of funding for stipends to employees.

### 13.2. Health Benefits

- ❖ Dental Coverage to include the cost of implants under medical coverages for UAOS members

## Article 20.1 DUES DEDUCTION

### Voluntary Payroll Deduction Dues

- ✚ Pursuant of state law and the current agreement between the District and all supervisory employees represented by UAOS/AFSA Local 83, members can voluntarily have 1% of their monthly salary deducted from their pay warrant and sent to United Administrators of Oakland Schools. A copy of the signed authorization shall be promptly forwarded to the Union office. The agreement to pay dues shall remain in effect and be irrevocable unless by termination with the district for employment in a UAOS bargaining position ends or if the employee revoke by sending a written notice by U.S. mail to UAOS.

## ARTICLE 23

- ❖ Re-establish UAOS Annuity Fund for all UAOS members at rate of 2.5% based on the members-based salary.

#### Article 28 Summer School Employment

- ❖ Summer school employment shall be posted and equalized so the all unit members can share in the experience.

#### Additional Concerns

- ⬇ Police Services OUSD Police officers using their non-English skills to translate shall receive a Bilingual differential of \$50 per pay period.
- ⬇ Sergeants may apply for tuition reimbursement, upon district approval of course work related to their job-related responsibilities. The course cannot be taken during the employee's duty day.
- ⬇ The tuition cannot exceed \$600 per school year.

#### ⬇ Security Concerns

##### ⬇ LACK OF CAMERAS OR OPERATIONAL CAMERAS IS THE PROBLEM

All schools should always expect appropriate safety equipment that works. Too many incidents are occurring at all levels that need the documentation of camera views.

School Security has been cut not to include all facilities. Elementary, Middle and High schools need at least one security personnel at each site.

- ⬇ Substitutes for custodial staff at all sites. Administrators at school sites need additional help when regular staff has not reported to duty. Administrators cannot be expected to open/ close schools, secure the restrooms, take out garbage and perform the essential function of the custodial department. Health and safety of children and staff are at risk when appropriate staffing is not present.
- ⬇ Professional Development 2 times a month needs to be reduced to once monthly. Time away from sites for administrators is a critical safety issue.
- ⬇ School closure and merging concerns there should be district sponsored meetings with affective staff to discuss the possibilities of a closure or merger and administrators should have priority placement rights in the selection of a new job site.
- ⬇ Review of bumping rights of employees that are displaced. A written statement from the district that the employee can use to identify their years with the district, their re-employment rights of 39 months re-employment and the steps they need to follow.

✚ All department pay rates should be reflective of the Industry Standards so that OUSD departments are not raiding other OUSD departments of staffing.

Mrs. Jo Anna Lougin, Executive Director UAOS  
Mr. Lee Thomas, UAOS President

Sunshine document

