

Board Office Use: Legislative File Info.	
File ID Number	14-0093
Introduction Date	1-29-14
Enactment Number	<u> </u>
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

To Board of Education

From Jacqueline Minor, General Counsel *JM*
Troy Christmas, Director of Labor Strategy

Board Meeting Date January 29, 2014

Subject **“Sunshining of Oakland Education Association (OEA) Initial Proposals to the District**

Action Requested: Conduct a Public Hearing on the OEA initial proposals (attached) for a full Successor Agreement, effective July 1, 2013 through June 30, 2016.

Summary: Pursuant to Section 3547 of the Educational Employment Relations Act, before representatives of the District and OEA 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 the anticipated costs.

Recommendation: Conduct a Public Hearing on the OEA initial proposals (attached) for a full Successor Agreement, effective July 1, 2013 through June 30, 2016.

Attachments: OEA Initial Proposals

Oakland Education Association/CTA/NEA (OEA)

Initial Proposal

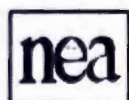
To

Oakland Unified School District (OUSD)

For

Successor Agreement

July 1, 2013-June 30, 2016



OAKLAND EDUCATION ASSOCIATION

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This proposal was generated using the input from hundreds of OEA members at dozens of sites over the past two months. We asked our members three questions.

1. What are the most important things needed to improve students' academic and social/emotional outcomes?
2. What are the most important things you need to develop as a professional educator?
3. What are the factors that might prevent you from remaining as a career educator in Oakland?

We strongly believe their answers to these central questions form the basis for this proposal.

We heard over and over again that Oakland educators are deeply committed to the success of every student they work with. **They need their voices to be heard and their judgment to be respected. Recognition of and support for their efforts must be at the core of the way OUSD functions.**

OEA members embrace meaningful reforms in education such as the Quality Education Improvement Act (QEIA) and the Local Control Funding Formula (LCFF), and are working hard to implement the new Common Core Standards. But doing so effectively requires that they be engaged in discussing and designing the changes and adapting them to the communities, students and parents they serve. Central to this is working with parents and other staff in school site councils to produce site plans. All stakeholders should be engaged and supported to be accountable for the success of our children.

OEA members desire to improve as professional educators—but feel that the best training for such improvement may differ significantly from site to site, department to department and for educators at different stages of their careers. Centrally directed, top down, one-size-fits all professional development may be necessary in a minority of cases, however, **local school communities know what their specific strengths and weaknesses are and should have a substantial say in identifying and selecting training topics and providers.**

We crave opportunities for collaboration and support. Our members benefit from the time to prepare, discuss and get meaningful feedback on their teaching. **Quality instruction requires regular time within the work day to process new ideas, prepare lessons and reflect on how to integrate them.**

All students benefit from a well-rounded education that includes the arts, music and physical education. It's not sufficient for these programs to be offered primarily as after school activities by instructors without state certification. They should be an integral part of the school day and provided by trained professional educators. **Providing more of that time by enhancing the offerings within the student day is a goal for us.**

Most California public schools are under resourced, but OUSD's unique circumstances have made a bad situation worse. The spending decisions imposed by a State Trustee a decade ago have still not been properly addressed since control was returned to the elected board. Oakland central office administration consistently violates state spending statutes regarding the ratio of administrators to teachers for which it has been repeatedly fined by the State Controller's Office. The same is true of the statutory mandate to spend at least 55% on classroom expenses. **A greater investment is needed at the school sites to keep class sizes low and provide support and services for struggling students.**

Oakland students need the reality of full service community schools, not just its rhetoric. They need on site counseling and psychological services provided by professionals with the appropriate state credentials at every site. They need up to date technology and certificated staff who know how to integrate it into meaningful learning experiences.

Budgets are statements of priorities. Oakland students need education professionals at all levels for whom the decision to make a career helping Oakland's children is not also a decision to sacrifice their financial well-being. OUSD can provide the employees of Oakland with salaries that are competitive with other Bay Area districts. We need to attract and retain educators who will make Oakland students their life's work instead of a training ground for other, higher paying Districts.

By redirecting its budget in accordance with established public policy, state law, and community priorities OUSD can afford to implement these badly needed changes while maintaining fiscal solvency. We look forward to working together to achieve a better education for all of Oakland's children.

OEA Proposal for a Successor Agreement
for July 1, 2013 through June 30, 2016

New: **[bold]**

Deletions: ~~strike through~~

Discussion Points: *italics*

1.3 Term of Agreement

1.3.1 The term of this Agreement is July 1, ~~2012~~ **[2013]** through June 30, ~~2013~~**[2016]**. The Association shall present bargaining proposals for a successor contract on or about December 1, ~~2012~~**[2015]**, and the parties shall begin bargaining not later than January 15, ~~2013~~ **[2016]**, or at times that are mutually agreed to by the parties.

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

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. [2.1.1.12 Adult Education Hourly Teachers]

. 2.1.1.12[13] All other certificated classifications not specifically excluded below

2.1.2 This contract shall not apply to:

~~2.1.2.1 Adult Education Hourly Teachers~~

. 2.1.2.21 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.

Article 7 Employee Rights

7.2.1 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. **[A Faculty Council shall also be established in the Programs for Exceptional Children (PEC) to facilitate communication between PEC bargaining unit members and PEC administration].** The FC shall be the site faculty decision-making team. **[For purposes of this article PEC shall be considered a site.]**

Discuss procedures for determining professional development at the district and site level. Professional development of bargaining unit members should be determined by student needs and bargaining unit members' expertise.

Discuss unit member access to district office facilities.

Article 9 Academic Freedom

[9.1.4 Academic Freedom includes but is not limited to: teacher initiative and flexibility in the design, sequencing and pacing of any and all courses they teach based on student needs as determined by the instructor.]

Article 10 Hours of Work

Bargaining the impact of larger reading class sizes will be covered in our class size proposal for TK-3.

Explore avenues for providing additional opportunities for collaboration, planning and preparation.

Collaboration Time: Teachers and support staff discussing curriculum and students responses to it must be at the center of any strategy for curricular improvement to best meet student needs. Grade level and department teams will be provided time, within the duty day, three times a month to collaborate.

10.5 Preparation Periods for Elementary Teachers

10.5.1 For the duration of this contract, the Employer shall provide each elementary teacher with ~~two (2)~~ **[three (3)]** 50-minute preparation periods per week of which one (1) preparation period will be scheduled for common preparation and ~~one (1)~~ **[two (2)]** preparation will be staffed to provide intervention and enhancement opportunities as provided herein.

10.5.3 All elementary teachers not receiving ~~two~~ **[three]** preparation periods weekly from the third week of school shall receive compensation for each preparation period at the teacher's per diem rate.

10.6 General Provisions: Testing Paperwork and Procedures

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted during those periods of time so scheduled. Teachers shall have the flexibility as to the 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.]

[10.6.4.1 Additional hours required for district mandated testing and the paperwork associated, shall be carried out during the school day.]

Add resolution of the grievance regarding test bubbling into the contract.

10.9 Transitional Kindergarten: *Bargain the conditions for transitional kindergarten classes with consideration of the recommendations of the OEA/OUSD Joint Committee on Transitional Kindergarten.*

Article 12 Assignment/Transfer/Vacancy/Consolidation Policy

~~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.~~

Discuss development of an equitable process for reassignment of the categories enumerated in this section.

[12.10.1.7 Unit members shall not involuntarily be reassigned to a grade level more than two levels from their current position.]

[12.10.1.8 Unit members shall not involuntarily be assigned to a combination class in consecutive years.]

Discuss the impact of various grade level reconfigurations in the district.

Article 13 Performance Evaluation

Discuss Performance and Evaluation and the findings of the OEA/OUSD Joint Committee on Teacher Evaluation.

Article 15.4 Class Size and Caseloads

The Employer shall not exceed the following class size maximums.

15.4.1 Elementary Schools - Maximum Class Sizes Base Program

-	<input type="checkbox"/> Kindergarten	27
-	<input type="checkbox"/> Kindergarten under Class Size Reduction Program	20
-	<input type="checkbox"/> Grades 1-3	30
-	<input type="checkbox"/> Grades 1-3 Under Class Size Reduction Program	20
-	<input type="checkbox"/> Grades 4-6	31

[Kindergarten- Grade 3 20 students per teacher of record]

[Grades 4-5 30 students per teacher of record]

Discuss incentives for the district to adhere to negotiated class size maximums.

Discuss the impact of various grade level reconfigurations in the district.

15.6 Categories - Secondary Schools [**Grades 6-12**] - Maximum Class Sizes

[Grade 6 31 students per teacher of record]

Music 52x5=260 [40x5=200] Physical Education 52x5=260 [40x5=200]

15.9 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.~~ **[Every effort will be made to avoid combination classes in elementary schools including but not limited to reclassification of the school where the class size maximums have been exceeded, transfer of pupils to their neighborhood schools, transport of pupils to schools that do have space in the effected grade level.]**

[15.9.1 Teachers of combination classes shall be released during the school day or be paid at their per diem rate outside of the duty day, on a weekly basis for one hour to prepare and be given curricular flexibility to design a single curriculum appropriate for all the students.]

[15.9.2 Combination classes shall have at least 3 fewer students than other classes in the affected

grade levels in order to promote targeted instruction in both grade levels.]

[15.10 Potential Staffing Allocation and Class Size Reduction: Class Size Maximums in schools with an unduplicated pupil percentage in excess of fifty five percent effective the 2014-2015 school year, in these schools class size maximums shall be:

Kindergarten	15
Grade 1-3	15
Grade 4-5	25
Secondary schools- Maximum student contacts	25x5=125]

[15.11 Special Education – Maximum Class Sizes or Caseloads

15.11.1 Special Education classes and/or specialist caseloads shall not exceed the following maximums, which apply to all pupils for whom ongoing direct services or consultation is provided.

Special Day Classes – Class Sizes and Teacher Caseloads Pre-school: Intensive – 8 pupils Non-intensive – 10 pupils

K-12:

Severely handicapped – 8 pupils Language disordered – 10-12 pupils Mild to Moderate/Non-severely handicapped- 10 -12 pupils Emotionally Disturbed – 8 pupils Hearing Impaired- 8 pupils Non-categorical mixed – 8 pupils Visually impaired – 8 -10 pupils Autistic – 6 pupils Inclusion—8-10 pupils

Resource Specialist

Special education resource specialists will be assigned to no more than 2 school sites at a time. Resource Specialist Caseload- 20 pupils Resource Specialist Class size- 12 pupils

(Replace Article 21.14.4 – RSP Caseload Limits)

Designated Instructional Services (DIS)

Language and Speech- maximum caseloads 40 pupils

Adaptive PE – maximum caseload 55 pupils

15.11.2 Any changes in designation and/or categorization of special education programs and/or classes in the District shall be negotiated with the OEA with input from affected teachers. No changes shall be made in Special Education job descriptions or job titles without negotiation with the OEA and input from affected teachers.]

Information and data gathered through the review process outlined in the MOU: Special Education shall be discussed and considered.

17.3 Disruptive Actions by Students

Discuss what constitutes appropriate action by administration in accordance with this article.

Continue discussion on unresolved issue of District's use of security cameras.

21.2.1 Counselors

The Association and Employer mutually recognize the critical importance of a working collaboration to ensure effective interventions and counseling support for **[all]** students ~~at the secondary level.~~ **[Every site shall have a PPS credentialed counselor on site at a minimum of two days per week.]** The secondary site allocation for counselors shall be based upon a ~~District-wide~~ **[School-wide]** ratio of ~~700:1~~ **[500:1]**.

Discuss appropriate site allocations for counselors at the elementary level.

21.2.2 Counselor/Student Ratio

21.2.2.1 The student/counselor ratio shall be based upon the number of secondary students (Grades ~~7~~**[6]**-12) enrolled as of the last Friday in October.

21.11 Speech and Language Pathologist Specialists (SLP)

[Each SLP shall be provided two release days to complete mandated paperwork. The dates shall be scheduled by mutual agreement between the SLP and their immediate supervisor.]

21.11.2 SLP shall receive an adequate sum of money for the purchase of supplies and materials for each full-time position to the extent possible within the existing budget, **[but in no event less than \$500 annually. A laptop with appropriate software shall be provided in order to complete mandated paperwork related to IEPs.]**

21.13 Special Day Class Teachers (SDC)

Establish parameters for the assignment of IA/AHC in SDC classrooms.

21.14.3 Caseload Limit

~~No individual RS shall be assigned more students than the state caseload maximum.~~ **[No individual RS shall be assigned more than 10 initial IEPs in a school year.]**

See Article 15 for caseload limits.

21.18.11.2.3 Provide single coverage for Kaiser Health Plan, **[dental and vision benefits commensurate with probationary and permanent unit members.]** **[C]**overage **[is]** for the twelve-month period September 1 through August 31, for each STIP participant.

21.21 Adult Education Hourly Employee Terms and Conditions of Employment

Discuss newly represented bargaining unit members terms and conditions of employment.

Article 24 Compensation

By the end of this agreement, Oakland Education Association bargaining unit members shall be compensated at or above the median of unified school districts in Alameda County as determined by mutually agreed upon salary benchmarks.

Open discussion on career pathways for bargaining unit members.

24.1.5 Substitute Salary Increases

Adjust existing rate structure to be consistent with adjustments to classroom teacher salaries. Change current requirement that substitutes begin each school year at the daily rate so that substitutes retain the extended long-term rate for the year following that in which they qualify for it. STIP subs shall receive compensation at the extended long-term sub rate.

Discuss and clarify compensation thresholds and responsibilities for substitute teachers.

Article 25 PAR (Peer Assistance Review)

[Article 25: New Teacher Support

Any unit member new to a school site shall be matched, where possible, with a unit member in the same circuit or department, with experience at the site, as a “site buddy” and they shall each be compensated per diem for up to ten hours of documented meeting time during the first semester so that the new unit member can be informed about the procedures, projects, events, etc. of the site, and about the materials and resources, programs, and advice that might be available to enhance their teaching.]

Discuss recommendations from the PAR committee.