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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer  
Jenine Lindsey, Deputy General Counsel, Labor & Employment

**Meeting Date** June 28, 2023

**Subject** Tentative Agreement between the Oakland Education Association and the Oakland Unified School District for Successor Collective Bargaining Agreement effective November 1, 2022 through June 30, 2025

**Ask of the Board** Approval of the Tentative Agreement between the Oakland Unified School District and the Oakland Education Association 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.

**Background & Discussion** The Oakland Education Association (“OEA”) represents Oakland Unified School District’s (“OUSD”) certificated staff (non-administrators) including teachers, nurses, counselors, speech and language pathologist and psychologist. The collective bargaining agreement between OEA and OUSD (“CBA”) expired on November 1, 2022. The Parties reached the subject Tentative Agreement on May 15, 2023 which was subsequently ratified by OEA members.

The Tentative Agreement, in its entirety, is attached to this memo and legislative file. The following is a non-exhaustive list of the terms:

*Term of the Agreement*

- November 1, 2022 through June 30, 2025.

*Compensation Increases*

- A 10% increase to salary schedules for OEA members effective November 1, 2022.
- A one-time off schedule payment of \$5,000 (prorated for part time unt members less than .5 full time equivalent).
- STIP and day to day substitute pay equal to the first step and column for the K-12 teachers

- The stipend for unit members who hold a Bilingual, Cross-cultural, Language and Academic Development (BCLAD) certificate is increased from \$1,500 to \$3,000 annually effective July 1, 2023 and a new \$1,000 bilingual stipend (annual) is available to eligible unit members.

#### *Preparation Time*

- In 2023-24, elementary teachers at schools identified based on the criteria in Board Resolution-Reparation for Black Students (Resolution No. 2021-0037), receive 50 minutes of additional time during the instructional week to plan, collaborate, and prepare for daily instruction.
- In 2024-25, elementary teachers at all elementary schools gain 50 minutes of additional time during the instructional week to plan, collaborate, and prepare for daily instruction.
- Early childhood education teachers receive preparation time and support.
- Substitute teachers will have access to two days of professional learning and lesson plans needed for assignments.
- Psychologists and speech and language pathologists will receive dedicated time for compliance related work.
- Safety preparation will occur through emergency drills and various safety training at the beginning of the school year.

#### *Special Education*

- An Equitable Workload Pilot is included to support special education teachers, Resource Specialist, Speech and Language Pathologists and Psychologists.
- A phased caseload reduction for Self Contained Program Mental Health Classes Mental Health Self Program Caseload reductions from thirteen (13) students to ten (10) students phased in over the course of the CBA for Mental Health Program classes.

#### *Enrichment, Intervention and Visual and Performing Arts for Students*

- Elementary students receive additional Visual and Performing Arts instruction per week starting in the 2024-25 school year.
- Secondary VAPA teachers receive a dedicated supply budget for art materials starting in the 2024-25 school year. VAPA teachers receive a stipend of \$1,500 per semester when coordinating evening performances.
- Thirty (30) minutes per week of additional intervention and enrichment time for students within the teacher workday on weekly minimum days (Extended Learning Day for students). On weekly minimum days, fifteen (15) minutes of professional learning or planning time is added to the workday for elementary school teachers to support implementation of Extended Learning Day for students.

#### *Counselors, Teacher Librarians, Nurses, Substitute Coverage and Mental Health Supports*

- Teacher librarians, counselors and nurses added to support students in prioritized areas.
- STIP substitutes receive one (1) additional day of sick leave and may request a substitute for their absences.
- School sites will develop plans for substitute coverage and teachers will provide substitutes and site administrators with lesson plans for their absences.
- Administrators will receive guidance on their discretion to schedule Restorative Days for students at school communities.

*Opportunities for OEA and OUSD Collaboration*

- Special Education Faculty Council Committee (now includes Network Superintendents and General Education Teachers)
- Transitional Kinder and Kinder Committee
- Newcomer Support Committee
- Safety Committee
- Social Worker Committee
- Substitute Caucus

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 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** For the estimated cost of the Tentative Agreement, see the AB 1200 Disclosure attached to this memo and included in the legislative file and the summary of cost below.

Note: Pursuant to Government Code section 3540.2 the AB 1200 Disclosure includes the submission of a standard three (3) year Multi-Year Projection (MYP). The AB 1200 attached discloses fiscal impacts over four (4) years. Based on a four (4) year MYP, the Board can only afford the Tentative Agreement if additional budget adjustments are made prior to the 2025-26 fiscal year.

**Summary of Projected Cost**

<i>Cost over current budget (MYP)</i>	<i>Year 1 (2022-2023)</i>	<i>Year 2 (2023-24)</i>	<i>Year 3 (2024-25)</i>	<i>Cumulative cost over 3 years</i>
<b>One-time</b>	\$15,711,099	-	-	\$15,711,099
<b>On-going</b>	\$15,805,162	\$39,210,534	\$39,751,435	\$94,767,131
<b>Total</b>	\$31,516,261	\$39,210,534	\$39,751,435	\$110,478,230

It is imperative that the District and Governing Board review the significance of the historic and desired ongoing investment and the requirements for ongoing affordability. This AB1200 disclosure reflects the District will experience a deficit in the 2024-25 year with these additional costs included. Significant increases in ongoing revenue is not projected at this time, nor are there gains in average daily attendance to enhance the revenue projections. This will require the District to make immediate decisions on how it will modify its spending to support these and other ongoing expenses. It is important to note that a key driver in the 2024-25 school year is a projected increase in Health and Welfare Benefits of twenty-five (25) percent.

The fourth year, 2025-26, is therefore significantly at risk without budget adjustments that must be framed by the Fall of 2023 in order to incorporate them into the 2024-25 and multi-year budget which will include 2025-26 and 2026-27. The Board’s knowledge and assurance of taking these critical steps is imperative to ensure approval and confidence by the Alameda County Office of Education, County Trustee that the District will make the adjustments required. The Superintendent and Chief Business Officer are signing this document assuring and attesting that the ongoing commitment of affordability will be made.

- Attachment(s)**
- *May 15, 2023 Tentative Agreement between OEA and OUSD for Successor Contract Effective November 1, 2022 through June 30, 2025*
  - *AB 1200 Public Disclosure and Certification of Cost*
  - *ACOE’s Letter to OUSD Regarding Recent Public Disclosure of Collective Bargaining Agreement (pending)*

Tentative Agreement between OEA and OUSD

5.14.2023

Article 1

**1.3 Term of Agreement**

1.3.1 The term of this Agreement shall be as follows:

1.3.1.1 From November 1, 2022 through June 30, 2025

1.3.1.3 The Association shall present bargaining proposals for a successor Agreement on or about December 1, 2024, and the parties shall begin bargaining not later than January 15, 2025, or at times that are mutually agreed to by the parties.

**1.4 Reopeners**

1.4.1 Notwithstanding any other Article in this Agreement, the parties shall reopen negotiations during the term of this Agreement as follows:

1.4.1.1 Article 21 Newcomer Supports and Early Childhood Special Education no later than January, 2024.

1.4.1.2 Article 22 Early Childhood no later than July 15, 2023.

1.4.1.3 Up to two (2) additional articles for each party for the 2023-24 School Year.

*[Handwritten signatures and names of the Oakland Education Association representatives]*  
Koh S. Ph  
James P. Barst  
Deirdre M. ...  
James ...  
Cory ...  
Derek ...  
Angela ...  
Nastasha ...  
Ester ...  
A.E. ...  
Valencia ...

OAKLAND UNIFIED SCHOOL DISTRICT

*[Handwritten signature]*  
Janine A. Lindsey

Tentative Agreement between OEA and OUSD

5.14.2023

Article 10 Hours of Work

**ARTICLE 10 - HOURS OF WORK**

**10.1 Work Year**

10.1.1 The work year for unit members on the TK-12 salary schedule shall consist 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:

- 01. Three (3) staff development days.**
- 02. 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.**
- 03. One half (.5) day for staff collaboration at the beginning of the work year. See Article 10.9 for process.**

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

**Grade Level**

- Kindergarten 36,000
- Grades 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 8<sup>th</sup> 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 shall have a work year ten days longer than the teacher work year.
- 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 ~~Seven hours~~, 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).**

### 10.2.11.2 **Preparation Time**

- 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. (See Appendix 210.2.5)" \s "Appendix 2" \c 8 )
- 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 five 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 five 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 five 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 No less than bi-weekly, unit members will be available to meet with students and families at reasonable times before and after the instructional day for students (office hours). A schedule of each unit member's availability shall be posted on the school's website indicating the day and time unit members are available to meet with parents or students.**

**10.2.8.4.2** 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 ~~10.2.8.5~~–10.2.8.4.4 below.

10.2.8.4.3 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).

**10.2.8.4.4 (previously 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.

**10.2.8.4.5** 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.

10.2.9 Unit members other than TSAs may volunteer for assigned duties beyond the five-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 five-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 necessary lesson plans for substitute employees. To ensure a continuity of instruction to students, and in the case of a last minute emergency, at the beginning of each marking period, unit members shall submit six week unit plans to their site administrator in addition to their ongoing weekly unit and daily lesson plans and have available emergency lesson plans for use by substitute employees.~~ **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 schedule for Counselors, Psychologists, Nurses, Speech and Language Pathologists, Social Workers shall be approved by the unit member's immediate supervisor and posted to each school's website by the 15th day of instruction for students.**

10.2.13.2 **Unit members will inform the Parent(s)/guardian(s) of students to whom direct services are provided, of the day(s) and time(s) such services will be provided.**

10.2.13.3 **If a schedule change is approved by the unit members supervisor, the unit members will notify impacted site administrators and Parent(s)/guardian(s) of the change.**

#### 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. the pay which would have been paid to a daily substitute shall be paid proportionately to the teachers involved.** 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. to ensure splitting classes is a last**

~~resort to ensure splitting classes is a last resort. Development of the plan will be the responsibility of the site administrator working with the Faculty Council or using a process agreeable to the site administrator and staff.~~

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.

10.3.2 Secondary Substitute Duty. When Secondary school teachers are assigned for substitute teaching when a regular substitute has not been assigned, ~~the pay, which would have been paid to a daily substitute, shall be paid proportionately to the teacher~~ they will be paid at their per diem rate for duration of prep covered.

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

10.4.2 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.

10.4.3 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.

10.4.4 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.

#### **10.5 Preparation Periods for Elementary Teachers**

10.5.1 For the duration of this contract, the Employer shall provide each elementary teacher with two (2) 50-minute preparation periods per week 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 one (1) preparation will be staffed to provide intervention and enhancement opportunities as provided herein. The District shall continue to implement interventions and enhancement under the Educational Enhancement/Intervention Program (EEIP) and ensure it's alignment with the Multi-Year Academic Acceleration Plan (MAAP).

10.5.1.1 Effective in 2024-25, the Employer shall provide each elementary teacher with ~~two (2)~~ three (3) 50-minute preparation periods per week 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 ~~one (1)~~ (2) two preparations will be staffed to provide intervention and enhancement opportunities to students as provided herein. 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 be on minimum days to provide time to carry out professional duties with access to grade level teams to all teachers and support staff in order to collaborate and coordinate the District's academic program.

10.5.2 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 All elementary teachers not receiving two preparation periods weekly from the third week of school during the 2023-24 school year, or three preparation periods weekly during the 2024-25 school year, shall receive compensation for each preparation period at the teacher's per diem rate.

10.5.3.1 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)

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.

## 10.6 General Provisions

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted by unit members during these staffed and common preparation periods in this section consistent with District grade level unit plans. ~~and lesson plan content, norms and format standards.~~ 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 a 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 “bubbling in” or transfer of data to Scantron forms shall be carried out either during the school day or as part of the five hours of professional responsibilities in Article 10.2.8.
- 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, 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 ~~Special Day Class (SDC)~~ SCP Self Contained Program is placed on a District campus, which includes general education classes, preference shall be given to locating the SDC 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 ~~Programs for Exceptional Children~~ 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.

## **10.12 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 careers, and are prepared to succeed in college, career, and community.

### **10.12.1 High Quality Equitable and Culturally Relevant Teaching**

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.
2. 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.
3. Unit members will regularly complete:
  - a. Student mental health screeners (maximum daily);
  - b. 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;
  - c. Use SEL screener data to monitor priority student groups on a regular basis and plan for interventions.
  - d. Provide necessary referrals to COST or other system of school-level providers to address mental health needs of students identified.
4. 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**

### **Preamble**

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.

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:

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.
2. Beginning the fourth week of school, the first thirty (30) minutes after the closing bell on a minimum day shall be designated Universal Extended Day time;
3. All general and special education teachers from grades TK-5 shall provide either enrichment or intervention to students.

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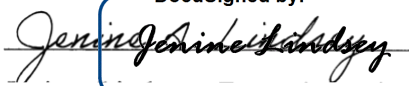
Article 12

Newcomer Separate Prep

12.10.2.1.7 Effective August 1, 2024-25, 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).

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Article 15 Class Size

**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 above, the District shall compensate the unit member for overages after the balancing period as follows:

**A. 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; and

**B. 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.

- C. Payments are issued at the end of the calendar year.
- D. 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 monthly compensation under this section. If the enrollment is nine (9) school days or less, the amount shall be prorated.
  - a. **Unit members shall complete the District's electronic form at the end of each semester to receive compensation**
  - b. To the extent a student is assigned or enrolled late, transfers out of a unit members class or has schedule change, the compensation provided per this section shall be prorated on a per day basis.
  - c. ~~OEA and the District have a joint interest in reducing student chronic absenteeism. To support this shared interest and provide additional supports for students who are at risk of being chronically absent, unit members shall follow the District's protocol for engaging with the student and family which may include:~~
  - d. ~~Collaborate with the schools' Attendance Team to plan for and implement tiered supports;~~
  - e. ~~Schedule monthly family/teacher conferences for students identified as chronically absent; and~~
  - f. ~~Document tiered 2 supports offered to support the student's re-engagement and improved attendance.~~

**This provision shall sunset effective June 30, 2024 unless a subsequent agreement is reached by the Parties through collective bargaining.**

### 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.

### 15.4 Categories – Elementary

Current contract language

### 15.5 Categories - Secondary Schools - Maximum Class Sizes

**Effective July 1, 2023, the class size for middle school Physical Education (PE).**

Physical Education ~~50 x 5 = 250~~ **49 x 5 = 245**

Current contract language in other areas.

**15.6 Adult Education - Maximum Class Sizes**

Basic Adult Education Classes 36 x 5 = 180

**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:

<b>Program</b>	<b>Soft Cap</b>
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
<b>Mental Health Self-Contained Program</b>	<b><u>2023-24: 13</u></b> <b><u>2024-25: 12</u></b> <b><u>2025-26: 11</u></b>

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 a 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**

**For the 2023-2024 School Year and thereafter, Transitional Kindergarten classes will be staffed at an adult to student ratio of 1 to 12 with one of the adults being a certificated unit member as required by law.**

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Article 16

**ARTICLE 16- Partial: Special Education Joint Committee**

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 Joint 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) ~~eight (8)~~ 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 Joint 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 Special Education Department administrators. Minutes of items discussed and decisions made by the committee shall be reviewed for accuracy by the chairperson and by the ~~Deputy Chief~~ **Executive Director of Special Education** or designee(s). Special Education leadership shall ensure that the official minutes are available 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

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. Bargaining 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.

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 or Threat Against a Unit Member by Students

17.4.1 The unit member shall report the incident immediately to the administrator in charge or designee, who ~~shall immediately report the incident to the police and~~ 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 and present it to the site administrator who will then add their remarks, if any, to the statement. ~~and then forward it immediately to the Oakland Police Department.~~ The unit member and site administrator 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 of the assault, attack or threat 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.

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. ~~When a student is referred to the District Disciplinary Hearing Process (DHP) the student shall not be returned to the classes of the bargaining unit member from which the student was removed until the DHP is completed.~~

17.4.5 If it is finally determined that a student caused harm through ~~is the perpetrator of~~ 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 FC's 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 FC 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 FC (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 FC not be in agreement on a safety-related topic, the FC 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 FC (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
- 17.11.1 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.**

17.12 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 15 (F6)17.15) \s "F6" \c 8 of this Agreement.

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.

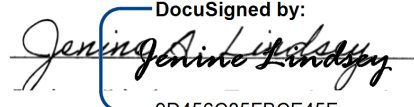
17.16.2 In gymnasiums and other multi-use facilities, the District agrees to use signage or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of 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.**

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Tentative Agreement between OEA and OUSD

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Article 21 Hours of Work

**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, Language, Speech and Hearing Specialist (LSHS), Resource Specialists (RS) and Music Instructors shall have a permanent room at each site which includes a locking door, and a locking file, wherever possible. These spaces may be shared with other certificated unit members.

**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 ratio of 550:1 (effective July 1, 2019) and 500:1 (effective July 1, 2020).

**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 ratio greater than 600:1 (effective July 1, 2019) and 550:1 (effective July 1, 2020).
- 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 ratio of 600:1 (effective July 1, 2019) and 550:1 (effective July 1, 2020), will be offered positions in the classroom by the Employer.
- 21.2.7 Every site serving sixth (6<sup>th</sup>) 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

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.

### 21.4 Bilingual Education

#### 21.4.1 BCLAD Stipend

~~Beginning with the 2015-2016 school year, a BCLAD~~ **Effective July 1, 2023, all unit members shall receive an annual bilingual stipend of \$1500 \$3,000 shall be paid to all unit members who hold BCLAD certification.** 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:**

- 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 Instrumental Music Program 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 and high schools, VAPA teachers who develop a program subject to the approval of the Chief Academic Officer or Designees, 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 2023-24 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.
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 2023-24 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.
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

#### **21.7 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, librarians shall not be assigned duties (e.g.: substituting)

that are not in their general job description.

- 21.8.1 Effective in 2024-25 the District shall provide 4.0 FTE Teacher Librarians to the High School Network.
- 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.

## 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. 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 Centers and Diagnostic Center. After the 2024-25 school year, the maintenance of the additional nurse FTE shall be subject to available funding.**

01. 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.

02. 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.

~~03. Nurses may be assigned to specialized teams to ensure equitable alignment of human resources to the student services that may be performed only by a Credentialed School Nurse pursuant to the California Education Code.~~

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.**

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

02. 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.

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

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.

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.

If a nurse is over caseload, the nurse shall be paid according to the following formula for the 2023-24 school year: double the individual nurse's hourly rate, divided by 1350 multiplied by the number of students over 1350 multiplied by the number of days over. The parties shall negotiate raising the overage pay for the subsequent years of the contract.

21.9.7.2 The District agrees to provide each nurse with their tentative initial assignment/caseload for the school year 10 days before the last day of work for nurses of the previous school year

## **21.10 Psychologists**

~~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.~~

21.10.1 Effective July 1, 2019, the maximum caseload for each psychologist shall not exceed 725:1. 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 750:1.

21.10.2 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.

21.10.3 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 or create an itinerant psychologist cadre to cover sites where there is a vacancy due to extended leave of thirty (30) days or more or a 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. District shall use this feedback when determining assignments. By April 15, Special Education leadership will notify psychologists 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, 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)**

Each SLP shall be provided ~~two (2)~~ **three (3)** release days to complete mandated paperwork. The dates shall be scheduled by mutual agreement between the SLP and immediate supervisor.

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

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

21.11.1 SLP 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 SLP shall be consistent with state law.

21.11.4 SLP Joint Committee provisions of Section 16.1 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 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 two (2) release days to work at a mutually-agreeable offsite location focusing on scoring assessments, writing reports, drafting and scheduling IEPs, 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 at the per diem rate to perform necessary supervisory activities.

**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 Specialist 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)**

~~Through the Individualized Education Plan (IEP) process the team may recommend SCP student placements to the coordinator. The coordinator or designee shall consider such recommendations in determining the placement of students.~~

- 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	<b>2023-24: 13</b> <b>2024-25: 12</b> <b>2025-26: 11</b>

~~Class Composition: Non-severely handicapped (NSH) students shall be placed through the IEP process in classes with peers of comparable abilities and educational objectives whenever possible.~~

- 21.13.2 ~~SCP~~ **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~~ **SCP** teacher may visit other ~~SCP~~ **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 printer and 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 ~~IA~~ **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 ~~IA~~ **support staff** assigned to their program.

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

##### *21.14.3 Caseload Limit*

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 Beginning with the 2015-2016 school year, 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.

**21.15 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.

- A. **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.**
- B. 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.
- C. 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.
- D. 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.
- E. 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.

F. Resource Caseloads shall be assigned as follows:

Grade Band	Soft Cap	Hard Cap
TK-5	<u>22</u>	<u>27</u>
6-12	<u>25</u>	27

### 21.15.2 Equitable Workload Provisions

- A. 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.
- B. “Workload” refers to all of the responsibilities required of the special education teacher or speech-language pathologist and is based on the impact and complexity of the students’ needs as defined below in I.C.3, or Psychologists who elect to complete inherited past due assessments in excess of 3
- C. The domains of a workload for school site Special Education teachers, itinerant teachers, and Speech-Language Pathologists shall be defined as follows:
1. Minutes of service being provided directly by the Unit Member pursuant to IEPs;
  2. Individual Education Program management, including, but not limited to,
  3. Coordination of paperwork and case management, including IEP development, progress monitoring and reporting on IEP goals, evaluation, and/or behavior plan development;
  4. Consultative services required by IEPs;
  5. Management, training, and scheduling of support staff;
  6. Coordination of specialized services, to include behavior intervention or specialized health and physical care procedures;
  7. Collaboration and engagement with outside agencies (e.g. Department of Rehabilitation, Probation, Foster Youth Social Workers, Outside Mental Health Providers);
  8. Number of school sites served.
- D. 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.

1. The District shall create one worksheet for self-contained 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.
  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:
    - a) 1. The provision of additional support staff time to assist with service delivery;
    - b) 2. Additional paid planning and case management time at per diem rate;
    - c) 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;
    - d) Identification and allocation of school or other environmental resources;
    - e) Service scheduling support for implementing SAI or ISGI equitably;
    - f) Support scheduling IEPs and preparing notices of meeting.
  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.
  4. If the issue is not resolved, the issue shall be appealed to the LMER.
- E. Effectiveness of this pilot shall be discussed at regular intervals in the Joint Special Education Committee.

### 21.15.3 Sunset or Pilot Discontinuation

Negotiations regarding extension and implementation of the workload model pilot beyond the initial pilot year shall reopen no later than March 1, 2024. The new section above (Pilot Program) shall sunset effective June 30, 2024 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.

As a part of the Workload Model Pilot, a monthly written report after each OEA and District meeting will be produced tracking the monitoring of the class sizes/caseloads, workload and actions agreed and taken.

## **21.15 — Full Inclusion Education**

### *21.15.1 Definition*

~~21.15.1.1 — The full-time enrollment as prescribed by IEP, of a SGP student in a general education classroom, which is not staffed by a full-time Special Education teacher.~~

### *21.15.2 General Provisions*

~~21.15.2.1 — The full inclusion student shall count as part of the regular education teacher's class size roll.~~

~~21.15.2.2 — The general education teacher shall receive a copy of the student's IEP.~~

~~21.15.2.3 — Any full inclusion student with an IEP shall be included in the Special Education case carrier's caseload.~~

~~21.15.2.4 — The Special Education case carrier in consultation with the general education teacher(s) shall submit to the Site Administrator and appropriate coordinator a recommended work schedule and work responsibilities for any IA/AHC assigned to their programs.~~

~~21.15.2.5 — The Special Education case carrier in consultation with the general education teacher(s) is responsible for providing program guidance, including orientation to IA/AHC assigned to their programs.~~

~~21.15.2.6 — It is the intention of the Employer to continue the practice of planning full inclusion placements in such a way that no more than two full inclusion students are normally placed in any one self contained general education classroom.~~

~~21.15.2.7 — It is the intention of the Employer to assign full inclusion students to case carriers who have the necessary competencies to meet the needs identified in the IEP.~~

~~21.15.2.8 — The Principal/Site Leader, upon receiving a copy of the IEP, shall assign a full inclusion student to a general education classroom. Among other factors the assignment shall take into consideration physical space needs of the student, scheduling, curriculum designs, existing classroom composition and the unique needs of the student.~~

~~21.15.2.9 — The Special Education case carrier shall make available to the Principal/Site Leader any additional pertinent information regarding the student, which may have a bearing on placement. Any general education teacher who wishes to volunteer to teach a full inclusion student may have such a request considered as one of the placement factors.~~

~~21.15.2.10 — This is for information only. A unit member may request an IEP review to be held pursuant to California Special Education Code Section 56343.~~

~~21.15.2.11 — Under the direction of the Site Administrator and consultation with the appropriate Special Education Coordinator, the Special Education case carrier and the general education teacher(s) will develop a plan for the support. Each general education teacher serving a full inclusion student will receive one (1) day per month of release time via a rotating substitute.~~

21.15.2.12 ~~Preference shall be given to the use of single grade classrooms as one (1) of the primary factors in selecting placements for full inclusion students.~~

**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.

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.

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

21.18.3 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 ~~packet~~ handbook available electronically that will be given to each substitute at the beginning of the school year.

#### **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 ~~packet~~ 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. ~~Each substitute shall receive their check by mail to the last address of record.~~
- 21.18.8.3 At the beginning of each school year, each new substitute teacher shall ~~receive a~~ **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 ~~accurate maps covering the geographical area served by the Employer.~~ 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 substitute teachers will be assigned to attend at least one in-service ~~professional development~~ training session. Two paid professional development opportunities will be provided 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 ~~five (5) days~~ **six (6) 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 packet-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:

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 Classroom Teacher Instructional Improvement Program**

See Appendix 5. (Sec. 21.20)5

#### **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 2019-20 school year, schools with 50 or more newcomer students shall be allocated 0.5 FTE to support newcomer students. Schools with 100 or more newcomer students shall be allocated 1.0 FTE

21.22.2 OUSD and OEA shall establish a committee with equal membership from both parties, effective August 15th, 2023 to jointly review how to best support Newcomers and study the effectiveness of the current caseload model and make recommendations by December 23rd, 2023 to develop a sustainable workload model or changed caseloads for Newcomer support teachers and 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.

21.22.3 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.

**21.23 Social Workers**

Effective in the 2023-2024 school year, the District will create a system of support and professional learning for Social Workers in OUSD. OEA and OUSD will host four meetings to discuss an equitable and sustainable approach to establishing these supports districtwide.

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:

1. Parent counseling services
2. Home visits
3. Preparing and delivering incentive kits, or
4. Creating asynchronous training resources.

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

**21.24 Early Childhood Special Education Teachers**

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 Self-Contained Program 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

Reassignments may include, but are not limited to:

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 **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.

ECSE.2.1 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 work day 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.

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

<u>Program</u>	<u>Caseload</u>	<u>Standard Ratio</u>
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<b><u>Mild-Moderate</u></b>	<b><u>10</u></b>	<b><u>1:6</u></b>
<b><u>Moderate</u></b>	<b><u>10</u></b>	<b><u>1:5</u></b>
<b><u>Moderate-Extensive</u></b>	<b><u>8</u></b>	<b><u>1:3</u></b>

The District shall develop a cadre of itinerant 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.

ECSE.2.2 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.

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 a minimum of four (4) ~~forty-minute~~ sixty (60) minute preparation, compliance, and collaboration periods per week or equivalent minutes to elementary school special education teachers, whichever is greater.

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~~ 160 240 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~~ 160 240 minutes per week), unit members will be provided the following periods guided, or led by, an administrator:

- a) One sixty (60) minute family/IEP team consultation period per week;or
- b) One sixty (60) minute professional development period per week.
- c) As determined by the administrator.

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 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 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 bridge credentials needed for the 2023-2024 school year, ~~up to \$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 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.


ECSE.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.

**21.24 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 and a reopener to discuss Transitional Kindergarten and Kindergarten. Negotiations shall commence no later than October of 2023.

OAKLAND EDUCATION ASSOCIATION

OAKLAND UNIFIED SCHOOL DISTRICT

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Tentative Agreement between OEA and OUSD

5.14.2023

Article 24

**24.1 Compensation by Fiscal Year**

24.1.1 Effective November 1, 2022, all salary schedules for unit members shall be increased by 10%.

1. One-time Payment: OEA FTE unit members (full time equivalents "FTE" of .5 to 1.0, including Early Child Education Teachers) shall receive a one-time off schedule payment of \$5,000. Unit members with less than .5 FTE shall receive a prorated amount of the above one-time payment consistent with the unit members FTE.
2. Part time Adult Ed OEA members will receive payment according to their actual hours worked (full payment over .5 FTE, prorated payment under .5 FTE). This stipend shall not be withheld from those Adult Ed workers who currently have a 0.0 FTE sub title.
3. Salary Schedule Adjustment: Effective July 1, 2023, salary schedules shall be collapsed and increased as shown in Attachment A-Salary Schedules (below)
4. The salary increases 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).

24.1.2 Attachment A shall reflect the following:

1. Salary Schedules collapsed to 24 steps except as otherwise noted.
2. The per diem rate shall be calculated at 6 hours and 45 minutes for Elementary school teachers on the TK-12 salary schedule.
3. The per diem rate shall be calculated at 7 hours for secondary teachers on the TK-12 salary schedule.
4. The Adult Ed hourly rate will continue to consist of the TK-12 Teacher Daily Rate divided by 6.
5. Current unit members on the Child Development Center salary schedule (CDC salary schedule) and State Pre-K salary schedule will stay in their current column or the highest column for which they qualify, whichever is highest, but in no case will move backward.
6. The counselor salary schedule is based on the TK-12 schedule plus ten days at the per diem rate
7. The TSA salary schedules are based on the TK-12 schedule plus 10% for 11 month TSAs and plus 20% for 12 month TSAs.

### 24.1.3 Substitutes

1. Substitutes shall receive a one-time payment equal to 10% of their earnings November 1, 2022 to May 30, 2023.
2. The daily rate for Day to Day subs and STIP substitutes shall be 100% of step 1 column 1.
3. For the 2023-24 and 2024-25 school year, day to day substitutes who work 100 days or more shall receive a one time off schedule payment of \$1,000 at the end of the school year(s).
4. Retired OUSD teachers working as substitutes shall be paid at their last daily rate as a teacher prior to retiring.

### 21.4 Bilingual Education

#### 21.4.1 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.

#### 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.

OAKLAND EDUCATION ASSOCIATION

OAKLAND UNIFIED SCHOOL DISTRICT

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**Attachment A Salary Schedules****ATTACHMENT A- SALARY SCHEDULES****Salary Schedule: TK-12**

<i>SUM of Y1 SALA COL TITLE</i>							
<i>Y1 STEPS</i>	<i>BA</i>	<i>BA+30</i>	<i>BA+45</i>	<i>BA+60</i>	<i>BA+75</i>	<i>BA+90</i>	
1	\$62,696	\$63,157	\$63,604	\$64,543	\$66,744	\$73,302	
2	\$63,604	\$64,081	\$64,543	\$66,744	\$68,930	\$75,488	
3	\$64,543	\$65,651	\$66,744	\$68,930	\$71,116	\$77,658	
4	\$65,244	\$66,353	\$67,430	\$69,616	\$71,802	\$78,360	
5	\$67,430	\$68,523	\$69,616	\$71,802	\$73,988	\$80,530	
6	\$69,616	\$70,709	\$71,802	\$73,988	\$76,158	\$82,716	
7	\$71,802	\$72,895	\$73,988	\$76,158	\$78,360	\$84,887	
8	\$74,049	\$75,081	\$76,158	\$78,360	\$80,530	\$87,088	
9	\$76,158	\$77,251	\$78,360	\$80,530	\$82,716	\$89,259	
10	\$78,360	\$79,437	\$80,530	\$82,716	\$84,887	\$91,444	
11	\$80,530	\$81,623	\$82,716	\$84,887	\$87,088	\$93,646	
12	\$81,716	\$82,794	\$83,887	\$86,088	\$88,259	\$94,816	
13	\$82,216	\$83,294	\$84,387	\$88,759	\$90,944	\$97,502	
14	\$82,716	\$83,794	\$84,887	\$89,259	\$93,646	\$100,188	
15	\$83,216	\$84,294	\$85,387	\$89,759	\$94,146	\$102,874	
16	\$84,216	\$85,294	\$86,387	\$90,759	\$95,146	\$103,874	
17	\$84,716	\$85,794	\$86,887	\$91,259	\$95,646	\$104,374	
18	\$85,516	\$86,594	\$87,687	\$92,059	\$96,446	\$105,174	
19	\$86,216	\$87,294	\$88,387	\$92,759	\$97,146	\$105,874	
20	\$86,616	\$87,694	\$88,787	\$93,159	\$97,546	\$106,274	
21	\$86,887	\$87,995	\$89,088	\$93,444	\$97,816	\$106,545	
22	\$87,287	\$88,395	\$89,488	\$93,844	\$98,216	\$106,945	
23	\$87,687	\$88,795	\$89,888	\$94,244	\$98,616	\$107,345	
24	\$89,237	\$90,369	\$91,516	\$96,123	\$100,697	\$109,878	

**Salary Schedule: ECE**

	4	1	2	3	4	5	6	7
STEP		Master Teacher Permit	Site Supervisor Permit	Director Permit	Master Teacher, Site Supervisor or Director Permit with BA + 30 units above permit	Master Teacher, Site Supervisor or Director Permit with BA + 60 units above permit	Master Teacher, Site Supervisor or Director Permit with BA + 75 units above permit	Master Teacher, Site Supervisor or Director Permit BA + 90 units above permit
1	\$39,884	\$40,818	\$41,753	\$42,686	\$53,079	\$58,617	\$62,982	\$67,488
2	\$41,140	\$41,718	\$42,995	\$44,252	\$53,145	\$58,778	\$63,250	\$67,856
3	\$42,062	\$43,617	\$45,244	\$46,790	\$54,210	\$59,948	\$64,451	\$69,231
4	\$43,644	\$45,525	\$47,486	\$49,341	\$55,274	\$61,113	\$65,788	\$70,478
5	\$46,233	\$48,436	\$50,740	\$52,897	\$57,334	\$63,282	\$68,055	\$72,975
6	\$49,442	\$51,935	\$54,590	\$57,058	\$60,132	\$66,040	\$70,924	\$75,938
7	\$49,742	\$52,235	\$54,890	\$57,358	\$62,358	\$68,509	\$73,492	\$78,615
8	\$50,642	\$53,135	\$55,790	\$58,258	\$65,319	\$71,573	\$76,663	\$81,883
9	\$51,842	\$54,335	\$56,990	\$59,458	\$68,583	\$74,939	\$80,130	\$85,461
10	\$52,142	\$54,635	\$57,290	\$59,758	\$68,883	\$77,410	\$82,698	\$88,130
11	\$52,842	\$55,335	\$57,990	\$60,458	\$69,583	\$80,274	\$85,665	\$91,198
12	\$53,042	\$55,535	\$58,190	\$60,658	\$69,783	\$82,635	\$88,137	\$93,773
13	\$53,162	\$55,655	\$58,310	\$60,778	\$69,903	\$82,755	\$90,523	\$96,263
14	\$53,842	\$56,335	\$58,990	\$61,458	\$70,583	\$83,435	\$91,203	\$99,317
15	\$54,242	\$56,735	\$59,390	\$61,858	\$70,983	\$83,835	\$91,603	\$99,717
16	\$54,362	\$56,855	\$59,510	\$61,978	\$71,103	\$83,955	\$91,723	\$99,837
17	\$54,842	\$57,335	\$59,990	\$62,458	\$71,583	\$84,435	\$92,203	\$100,317
18	\$54,962	\$57,455	\$60,110	\$62,578	\$71,703	\$84,555	\$92,323	\$100,437
19	\$55,842	\$58,335	\$60,990	\$63,458	\$72,583	\$85,435	\$93,203	\$101,317
20	\$55,962	\$58,455	\$61,110	\$63,578	\$72,703	\$85,555	\$93,323	\$101,437
21	\$56,379	\$58,904	\$61,548	\$64,011	\$73,141	\$86,006	\$93,769	\$101,877
22	\$57,079	\$59,604	\$62,248	\$64,711	\$73,841	\$86,706	\$94,469	\$102,577
23	\$57,879	\$60,404	\$63,048	\$65,511	\$74,641	\$87,506	\$95,269	\$103,377
24	\$58,379	\$60,904	\$63,548	\$66,011	\$75,141	\$88,006	\$95,769	\$103,877

**Salary Schedule: State Pre-K**

	4	1	2	3	4	5	6	7
		Master Teacher Permit	Site Supervisor Permit	Director Permit	Master Teacher, Site Supervisor or Director Permit with BA + 30 units above permit	Master Teacher, Site Supervisor or Director Permit with BA + 60 units above permit	Master Teacher, Site Supervisor or Director Permit with BA + 75 units above permit	Master Teacher, Site Supervisor or Director Permit BA + 90 units above permit
1	<del>\$36,206</del>	\$37,039	\$37,876	\$38,710	\$48,003	\$52,956	\$56,859	\$60,889
2	<del>\$37,116</del>	\$37,595	\$38,776	\$39,900	\$47,853	\$52,888	\$56,888	\$61,007
3	<del>\$37,826</del>	\$39,225	\$40,681	\$42,064	\$48,698	\$53,830	\$57,857	\$62,132
4	<del>\$39,143</del>	\$40,826	\$42,581	\$44,238	\$49,545	\$54,764	\$58,947	\$63,140
5	<del>\$41,460</del>	\$43,428	\$45,489	\$47,418	\$51,387	\$56,704	\$60,973	\$65,372
6	<del>\$44,392</del>	\$46,622	\$48,997	\$51,203	\$53,953	\$59,235	\$63,603	\$68,086
7	<del>\$44,692</del>	\$46,922	\$49,297	\$51,503	\$55,973	\$61,475	\$65,929	\$70,513
8	<del>\$45,592</del>	\$47,822	\$50,197	\$52,403	\$58,718	\$64,309	\$68,861	\$73,529
9	<del>\$46,792</del>	\$49,022	\$51,397	\$53,603	\$61,762	\$67,446	\$72,087	\$76,856
10	<del>\$47,092</del>	\$49,322	\$51,697	\$53,903	\$62,062	\$69,688	\$74,417	\$79,275
11	<del>\$47,792</del>	\$50,022	\$52,397	\$54,603	\$62,762	\$72,322	\$77,143	\$82,091
12	<del>\$47,992</del>	\$50,222	\$52,597	\$54,803	\$62,962	\$74,456	\$79,375	\$84,415
13	<del>\$48,112</del>	\$50,342	\$52,717	\$54,923	\$63,082	\$74,576	\$81,522	\$86,654
14	<del>\$48,792</del>	\$51,022	\$53,397	\$55,603	\$63,762	\$75,256	\$82,202	\$89,458
15	<del>\$49,192</del>	\$51,422	\$53,797	\$56,003	\$64,162	\$75,656	\$82,602	\$89,858
16	<del>\$49,312</del>	\$51,542	\$53,917	\$56,123	\$64,282	\$75,776	\$82,722	\$89,978
17	<del>\$49,792</del>	\$52,022	\$54,397	\$56,603	\$64,762	\$76,256	\$83,202	\$90,458
18	<del>\$49,912</del>	\$52,142	\$54,517	\$56,723	\$64,882	\$76,376	\$83,322	\$90,578
19	<del>\$50,792</del>	\$53,022	\$55,397	\$57,603	\$65,762	\$77,256	\$84,202	\$91,458
20	<del>\$50,912</del>	\$53,142	\$55,517	\$57,723	\$65,882	\$77,376	\$84,322	\$91,578
21	<del>\$51,113</del>	\$53,372	\$55,736	\$57,940	\$66,104	\$77,606	\$84,549	\$91,799
22	<del>\$51,813</del>	\$54,072	\$56,436	\$58,640	\$66,804	\$78,306	\$85,249	\$92,499
23	<del>\$52,613</del>	\$54,872	\$57,236	\$59,440	\$67,604	\$79,106	\$86,049	\$93,299
24	<del>\$53,113</del>	\$55,372	\$57,736	\$59,940	\$68,104	\$79,606	\$86,549	\$93,799

**Salary Schedule:** [Psychologist](#)

<i>SUM of Y1 SALARIES</i>	<i>COLUMN</i>	
<i>Y1 STEPS</i>	1	2
1	\$82,395.37	\$88,260.41
2	\$85,721.10	\$91,586.16
3	\$89,016.06	\$94,880.20
4	\$92,341.77	\$98,206.83
5	\$95,186.73	\$101,066.57
6	\$98,257.85	\$104,107.50
7	\$101,182.78	\$107,047.53
8	\$104,238.53	\$110,072.78
9	\$107,363.47	\$113,228.51
10	\$108,263.47	\$114,128.51
11	\$108,763.47	\$114,628.51
12	\$109,363.47	\$115,228.51
13	\$109,563.47	\$115,428.51
14	\$110,363.47	\$116,228.51
15	\$110,663.47	\$116,528.51
16	\$110,963.47	\$116,828.51
17	\$111,363.47	\$117,228.51
18	\$111,663.47	\$117,528.51
19	\$111,863.47	\$117,728.51
20	\$112,380.78	\$118,230.44

**Salary Schedule:** [SLP](#)

SUM of Y1 SALARIES Y1 STEPS	COLUMN	
	1	2
1	\$82,395.37	\$88,260.41
2	\$85,721.10	\$91,586.16
3	\$89,016.06	\$94,880.20
4	\$92,341.77	\$98,206.83
5	\$95,186.73	\$101,066.57
6	\$98,257.85	\$104,107.50
7	\$101,182.78	\$107,047.53
8	\$104,238.53	\$110,072.78
9	\$107,363.47	\$113,228.51
10	\$108,263.47	\$114,128.51
11	\$108,763.47	\$114,628.51
12	\$109,363.47	\$115,228.51
13	\$109,563.47	\$115,428.51
14	\$110,363.47	\$116,228.51
15	\$110,663.47	\$116,528.51
16	\$110,963.47	\$116,828.51
17	\$111,363.47	\$117,228.51
18	\$111,663.47	\$117,528.51
19	\$111,863.47	\$117,728.51
20	\$112,380.78	\$118,230.44

**Salary Schedule: Counselor**

<i>SUM of Y1 SALA COL TITLE</i>						
<i>Y1 STEPS</i>	<i>BA</i>	<i>BA+30</i>	<i>BA+45</i>	<i>BA+60</i>	<i>BA+75</i>	<i>BA+90</i>
1	\$65,535	\$66,005	\$66,475	\$67,486	\$69,788	\$76,702
2	\$66,275	\$66,782	\$67,286	\$69,588	\$71,892	\$78,806
3	\$67,086	\$68,237	\$69,388	\$71,692	\$73,996	\$80,907
4	\$68,388	\$69,541	\$70,692	\$72,996	\$75,302	\$82,209
5	\$69,692	\$70,844	\$71,996	\$74,302	\$76,606	\$83,513
6	\$70,196	\$71,347	\$72,502	\$74,806	\$77,107	\$84,017
7	\$72,502	\$73,651	\$74,806	\$77,107	\$79,409	\$86,319
8	\$74,806	\$75,955	\$77,107	\$79,409	\$81,713	\$88,625
9	\$77,107	\$78,259	\$79,409	\$81,713	\$84,017	\$90,924
10	\$79,409	\$80,562	\$81,713	\$84,017	\$86,319	\$93,228
11	\$81,713	\$82,863	\$84,017	\$86,319	\$88,625	\$95,530
12	\$84,017	\$85,168	\$86,319	\$88,625	\$90,924	\$97,834
13	\$84,517	\$85,668	\$86,819	\$91,424	\$93,728	\$100,640
14	\$85,017	\$86,168	\$87,319	\$91,924	\$96,530	\$103,443
15	\$85,267	\$86,418	\$87,569	\$92,174	\$96,780	\$105,994
16	\$85,517	\$86,668	\$87,819	\$92,424	\$97,030	\$106,244
17	\$85,767	\$86,918	\$88,069	\$92,674	\$97,280	\$106,494
18	\$86,017	\$87,168	\$88,319	\$92,924	\$97,530	\$106,744
19	\$86,267	\$87,418	\$88,569	\$93,174	\$97,780	\$106,994
20	\$86,517	\$87,668	\$88,819	\$93,424	\$98,030	\$107,244
21	\$87,119	\$88,270	\$89,425	\$94,028	\$98,634	\$107,848
22	\$87,519	\$88,670	\$89,825	\$94,428	\$99,034	\$108,248
23	\$88,319	\$89,470	\$90,625	\$95,228	\$99,834	\$109,048
24	\$89,319	\$90,470	\$91,625	\$96,228	\$100,834	\$110,048



**Salary Schedule: Nurse**

## MAX of Y1 SALA COL TITLE

Y1 STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90
1	\$77,344.93	\$78,469.15	\$79,643.67	\$82,043.13	\$84,409.00	\$91,556.95
2	\$79,643.67	\$80,835.01	\$82,043.13	\$84,409.00	\$86,791.64	\$93,922.83
3	\$82,043.13	\$83,217.66	\$84,409.00	\$86,791.64	\$89,157.52	\$96,305.47
4	\$84,409.00	\$85,600.32	\$86,791.64	\$89,157.52	\$91,556.95	\$98,704.90
5	\$86,791.64	\$87,966.20	\$89,157.52	\$91,556.95	\$93,922.83	\$101,070.78
6	\$87,591.64	\$88,766.20	\$89,957.52	\$94,722.83	\$97,105.47	\$104,253.44
7	\$88,391.64	\$89,566.20	\$90,757.52	\$95,522.83	\$100,304.90	\$107,436.09
8	\$89,191.64	\$90,366.20	\$91,557.52	\$96,322.83	\$101,104.90	\$110,618.75
9	\$89,991.64	\$91,166.20	\$92,357.52	\$97,122.83	\$101,904.90	\$111,418.75
10	\$90,791.64	\$91,966.20	\$93,157.52	\$97,922.83	\$102,704.90	\$112,218.75
11	\$91,591.64	\$92,766.20	\$93,957.52	\$98,722.83	\$103,504.90	\$113,018.75
12	\$92,391.64	\$93,566.20	\$94,757.52	\$99,522.83	\$104,304.90	\$113,818.75
13	\$93,191.64	\$94,366.20	\$95,557.52	\$100,322.83	\$105,104.90	\$114,618.75
14	\$93,957.52	\$95,165.64	\$96,356.95	\$101,105.47	\$105,870.78	\$115,384.61
15	\$94,757.52	\$95,965.64	\$97,156.95	\$101,905.47	\$106,670.78	\$116,184.61
16	\$95,557.52	\$96,765.64	\$97,956.95	\$102,705.47	\$107,470.78	\$116,984.61
17	\$96,079.80	\$97,313.07	\$98,563.96	\$103,585.16	\$108,571.11	\$118,578.26

**Salary Schedule: Adult Education**

MAX of Y1 SALA COL TITLE							
Y1 STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90	
1	\$58,196	\$58,657	\$59,104	\$60,043	\$62,244	\$68,802	\$68,802
2	\$59,104	\$59,581	\$60,043	\$62,244	\$64,430	\$70,988	\$70,988
3	\$60,043	\$61,151	\$62,244	\$64,430	\$66,616	\$73,158	\$73,158
4	\$62,244	\$63,353	\$64,430	\$66,616	\$68,802	\$75,360	\$75,360
5	\$64,430	\$65,523	\$66,616	\$68,802	\$70,988	\$77,530	\$77,530
6	\$66,616	\$67,709	\$68,802	\$70,988	\$73,158	\$79,716	\$79,716
7	\$68,802	\$69,895	\$70,988	\$73,158	\$75,360	\$81,887	\$81,887
8	\$71,049	\$72,081	\$73,158	\$75,360	\$77,530	\$84,088	\$84,088
9	\$73,158	\$74,251	\$75,360	\$77,530	\$79,716	\$86,259	\$86,259
10	\$75,360	\$76,437	\$77,530	\$79,716	\$81,887	\$88,444	\$88,444
11	\$77,530	\$78,623	\$79,716	\$81,887	\$84,088	\$90,646	\$90,646
12	\$79,716	\$80,794	\$81,887	\$84,088	\$86,259	\$92,816	\$92,816
13	\$79,966	\$81,044	\$82,137	\$86,509	\$88,694	\$95,252	\$95,252
14	\$80,216	\$81,294	\$82,387	\$86,759	\$91,146	\$97,688	\$97,688
15	\$80,466	\$81,544	\$82,637	\$87,009	\$91,396	\$100,124	\$100,124
16	\$80,716	\$81,794	\$82,887	\$87,259	\$91,646	\$100,374	\$100,374
17	\$80,966	\$82,044	\$83,137	\$87,509	\$91,896	\$100,624	\$100,624
18	\$81,216	\$82,294	\$83,387	\$87,759	\$92,146	\$100,874	\$100,874
19	\$81,466	\$82,544	\$83,637	\$88,009	\$92,396	\$101,124	\$101,124
20	\$81,716	\$82,794	\$83,887	\$88,259	\$92,646	\$101,374	\$101,374
21	\$82,037	\$83,145	\$84,238	\$88,594	\$92,966	\$101,695	\$101,695
22	\$82,637	\$83,745	\$84,838	\$89,194	\$93,566	\$102,295	\$102,295
23	\$83,387	\$84,495	\$85,588	\$89,944	\$94,316	\$103,045	\$103,045
24	\$84,187	\$85,295	\$86,388	\$90,744	\$95,116	\$103,845	\$103,845

**Salary Schedule: TSA2**

MAX of Y1 SALA COL TITLE							
Y1 STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90	
1	\$74,115	\$74,669	\$75,205	\$76,331	\$78,973	\$86,842	
2	\$75,205	\$75,777	\$76,331	\$78,973	\$81,596	\$89,465	
3	\$76,331	\$77,662	\$78,973	\$81,596	\$84,219	\$92,070	
4	\$77,473	\$78,803	\$80,096	\$82,719	\$85,342	\$93,212	
5	\$80,101	\$81,408	\$82,719	\$85,342	\$87,965	\$95,816	
6	\$82,719	\$84,031	\$85,342	\$87,965	\$90,570	\$98,439	
7	\$85,342	\$86,654	\$87,965	\$90,570	\$93,212	\$101,044	
8	\$88,039	\$89,277	\$90,570	\$93,212	\$95,816	\$103,686	
9	\$90,570	\$91,882	\$93,212	\$95,816	\$98,439	\$106,290	
10	\$93,212	\$94,505	\$95,816	\$98,439	\$101,044	\$108,913	
11	\$95,816	\$97,128	\$98,439	\$101,044	\$103,686	\$111,555	
12	\$97,439	\$98,732	\$100,044	\$102,686	\$105,290	\$113,160	
13	\$97,939	\$99,232	\$100,544	\$105,790	\$108,413	\$116,283	
14	\$98,439	\$99,732	\$101,044	\$106,290	\$111,555	\$119,406	
15	\$98,939	\$100,232	\$101,544	\$106,790	\$112,055	\$122,529	
16	\$99,939	\$101,232	\$102,544	\$107,790	\$113,055	\$123,529	
17	\$100,439	\$101,732	\$103,044	\$108,290	\$113,555	\$124,029	
18	\$101,239	\$102,532	\$103,844	\$109,090	\$114,355	\$124,829	
19	\$101,939	\$103,232	\$104,544	\$109,790	\$115,055	\$125,529	
20	\$102,339	\$103,632	\$104,944	\$110,190	\$115,455	\$125,929	
21	\$103,044	\$104,374	\$105,686	\$110,913	\$116,160	\$126,634	
22	\$103,444	\$104,774	\$106,086	\$111,313	\$116,560	\$127,034	
23	\$103,844	\$105,174	\$106,486	\$111,713	\$116,960	\$127,434	
24	\$104,586	\$105,879	\$107,190	\$112,455	\$117,683	\$128,175	

**Salary Schedule: TSA1**

<i>MAX of Y1 SALA COL TITLE</i>						
<i>Y1 STEPS</i>	<i>BA</i>	<i>BA+30</i>	<i>BA+45</i>	<i>BA+60</i>	<i>BA+75</i>	<i>BA+90</i>
1	\$68,405	\$68,913	\$69,404	\$70,437	\$72,859	\$80,072
2	\$69,404	\$69,929	\$70,437	\$72,859	\$75,263	\$82,477
3	\$70,437	\$71,656	\$72,859	\$75,263	\$77,668	\$84,864
4	\$71,359	\$72,578	\$73,763	\$76,168	\$78,572	\$85,786
5	\$73,763	\$74,965	\$76,168	\$78,572	\$80,977	\$88,173
6	\$76,168	\$77,370	\$78,572	\$80,977	\$83,364	\$90,578
7	\$78,572	\$79,774	\$80,977	\$83,364	\$85,786	\$92,965
8	\$81,044	\$82,179	\$83,364	\$85,786	\$88,173	\$95,387
9	\$83,364	\$84,567	\$85,786	\$88,173	\$90,578	\$97,774
10	\$85,786	\$86,971	\$88,173	\$90,578	\$92,965	\$100,179
11	\$88,173	\$89,376	\$90,578	\$92,965	\$95,387	\$102,600
12	\$89,578	\$90,763	\$91,965	\$94,387	\$96,774	\$103,988
13	\$90,078	\$91,263	\$92,465	\$97,274	\$99,679	\$106,892
14	\$90,578	\$91,763	\$92,965	\$97,774	\$102,600	\$109,797
15	\$91,078	\$92,263	\$93,465	\$98,274	\$103,100	\$112,701
16	\$92,078	\$93,263	\$94,465	\$99,274	\$104,100	\$113,701
17	\$92,578	\$93,763	\$94,965	\$99,774	\$104,600	\$114,201
18	\$93,378	\$94,563	\$95,765	\$100,574	\$105,400	\$115,001
19	\$94,078	\$95,263	\$96,465	\$101,274	\$106,100	\$115,701
20	\$94,478	\$95,663	\$96,865	\$101,674	\$106,500	\$116,101
21	\$94,965	\$96,185	\$97,387	\$102,179	\$106,988	\$116,589
22	\$95,365	\$96,585	\$97,787	\$102,579	\$107,388	\$116,989
23	\$95,765	\$96,985	\$98,187	\$102,979	\$107,788	\$117,389
24	\$96,287	\$97,472	\$98,674	\$103,500	\$108,292	\$117,911

**Salary Schedule: Teacher 11M**

MAX of Y1 SALA COL TITLE							
Y1 STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90	
1	\$68,405	\$68,913	\$69,404	\$70,437	\$72,859	\$80,072	
2	\$69,404	\$69,929	\$70,437	\$72,859	\$75,263	\$82,476	
3	\$70,437	\$71,656	\$72,859	\$75,263	\$77,668	\$84,864	
4	\$71,359	\$72,578	\$73,763	\$76,168	\$78,572	\$85,786	
5	\$73,763	\$74,965	\$76,168	\$78,572	\$80,977	\$88,173	
6	\$76,168	\$77,370	\$78,572	\$80,977	\$83,364	\$90,578	
7	\$78,572	\$79,774	\$80,977	\$83,364	\$85,786	\$92,965	
8	\$81,044	\$82,179	\$83,364	\$85,786	\$88,173	\$95,387	
9	\$83,364	\$84,567	\$85,786	\$88,173	\$90,578	\$97,774	
10	\$85,786	\$86,971	\$88,173	\$90,578	\$92,965	\$100,179	
11	\$88,173	\$89,376	\$90,578	\$92,965	\$95,387	\$102,600	
12	\$89,578	\$90,763	\$91,965	\$94,387	\$96,774	\$103,988	
13	\$90,078	\$91,263	\$92,465	\$97,274	\$99,679	\$106,892	
14	\$90,578	\$91,763	\$92,965	\$97,774	\$102,600	\$109,797	
15	\$91,078	\$92,263	\$93,465	\$98,274	\$103,100	\$112,701	
16	\$92,078	\$93,263	\$94,465	\$99,274	\$104,100	\$113,701	
17	\$92,578	\$93,763	\$94,965	\$99,774	\$104,600	\$114,201	
18	\$93,378	\$94,563	\$95,765	\$100,574	\$105,400	\$115,001	
19	\$94,078	\$95,263	\$96,465	\$101,274	\$106,100	\$115,701	
20	\$94,478	\$95,663	\$96,865	\$101,674	\$106,500	\$116,101	
21	\$94,965	\$96,185	\$97,387	\$102,179	\$106,988	\$116,589	
22	\$95,365	\$96,585	\$97,787	\$102,579	\$107,388	\$116,989	
23	\$95,765	\$96,985	\$98,187	\$102,979	\$107,788	\$117,389	
24	\$96,287	\$97,472	\$98,674	\$103,500	\$108,292	\$117,911	

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Oakland Unified School District

Name of Bargaining Unit: Oakland Education Association

Certificated or Classified: Certificated

The proposed agreement covers the period beginning: 11/1/2023 and ending: 6/30/2025  
(date) (date)

The Governing Board will take action on: 6/28/2023  
(date)

Letter requested from Alameda County Office of Education? YES (indicate yes or no)

**A. Proposed Changes in Compensation**

	Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement	Annual Cost Prior to Proposed Agreement 2022-23	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) 2022-23	Increase/(Decrease) 2023-24	Increase/(Decrease) 2024-25
1.	<b>Salary Schedule</b> (Including Step & Column)	\$ 234,910,765	\$ 12,671,500	\$ 31,014,628	\$ 372,328
			5.39%	12.53%	0.13%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 12,596,087	\$ 500,900	\$ -
			5.36%	0.20%	0.00%
2a.	<b>Description of Other Compensation</b> (Listed on Line 2 above)			\$ -	
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 77,530,805	\$ 6,248,674	\$ 7,604,697	\$ 89,843
			8.06%	9.08%	0.10%
4.	<b>Health/Welfare Increases</b>	\$ 41,284,347		\$ 90,309	\$ 78,731
			0.00%	0.22%	0.19%
5.	<b>Total Cost of Negotiated Settlement</b> (Add Items 1 through 4 to equal 5)	\$ 353,725,917	\$ 31,516,261	\$ 39,210,534	\$ 540,902
			8.91%	10.18%	0.13%
6.	<b>Total number of represented Employees (Use FTEs)</b>	2533		2538	2542
7.	<b>Total Compensation Average Cost per Employee</b>	\$ 139,647	\$ -	\$ 15,449	\$ 213

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **Oakland Education Association**

The Governing Board will take action on: **6/28/2023**

**D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement 5/24/2023	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 457,499,456	\$ -		\$ 457,499,456
Federal Revenue (8100-8299)	\$ -	\$ -		\$ -
Other State Revenue (8300-8599)	\$ 8,532,259	\$ -		\$ 8,532,259
Other Local Revenue (8600-8799)	\$ 7,891,171	\$ -		\$ 7,891,171
<b>Total Revenues</b>	<b>\$ 473,922,886</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 473,922,886</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 155,131,637	\$ 8,130,576	\$ -	\$ 163,262,213
Classified Salaries (2000-2999)	\$ 54,095,187	\$ -	\$ -	\$ 54,095,187
Employee Benefits (3000-3999)	\$ 99,389,434	\$ 2,010,691	\$ -	\$ 101,400,125
Books and Supplies (4000-4999)	\$ 35,726,136	\$ -	\$ -	\$ 35,726,136
Services & Operating Expenses (5000-5999)	\$ 48,239,146	\$ -	\$ -	\$ 48,239,146
Capital Outlay (6000-6599)	\$ 1,488,445	\$ -	\$ -	\$ 1,488,445
Other Outgo (7100-7299 & 7400-7499)	\$ 6,006,230	\$ -	\$ -	\$ 6,006,230
Direct Support/Indirect Cost (7300-7399)	\$ (9,704,355)	\$ -	\$ -	\$ (9,704,355)
<b>Total Expenditures</b>	<b>\$ 390,371,860</b>	<b>\$ 10,141,267</b>	<b>\$ -</b>	<b>\$ 400,513,127</b>
Operating Surplus (Deficit)	\$ 83,551,026	\$ (10,141,267)	\$ -	\$ 73,409,759
Other Sources and Transfers In (8910-8979)	\$ 15,000	\$ -	\$ -	\$ 15,000
Other Uses and Transfers Out (7610-7699)	\$ 5,900,000	\$ -	\$ -	\$ 5,900,000
Contributions (8980-8999)	\$ (88,735,945)	\$ -	\$ -	\$ (88,735,945)
Current Year Increase (Decrease) In Fund Balance	<b>\$ (11,069,919)</b>	<b>\$ (10,141,267)</b>	<b>\$ -</b>	<b>\$ (21,211,186)</b>
Beginning Balance	\$ 92,624,875			\$ 92,624,875
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 81,554,956	\$ (10,141,267)	\$ -	\$ 71,413,689
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 26,193,383	\$ 945,488	\$ -	\$ 27,138,870
Designated Amounts (9775-9780)	\$ 14,218,313	\$ -	\$ -	\$ 14,218,313
Unappropriated Amounts (9790)	\$ 41,143,260			\$ 30,056,505

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **Oakland Education Association**

The Governing Board will take action on: **6/28/2023**

**D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement 5/24/2023	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 3,311,626	\$ -	\$ -	\$ 3,311,626
Federal Revenue (8100-8299)	\$ 161,503,846	\$ -	\$ -	\$ 161,503,846
Other State Revenue (8300-8599)	\$ 202,492,265	\$ -	\$ -	\$ 202,492,265
Other Local Revenue (8600-8799)	\$ 78,801,982	\$ -	\$ -	\$ 78,801,982
<b>Total Revenues</b>	<b>\$ 446,109,719</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 446,109,719</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 105,752,004	\$ 17,137,011		\$ 122,889,015
Classified Salaries (2000-2999)	\$ 65,380,412	\$ -		\$ 65,380,412
Employee Benefits (3000-3999)	\$ 102,297,059	\$ 4,237,983		\$ 106,535,042
Books and Supplies (4000-4999)	\$ 36,485,890	\$ -		\$ 36,485,890
Services & Operating Expenses (5000-5999)	\$ 145,555,566	\$ -		\$ 145,555,566
Capital Outlay (6000-6599)	\$ 4,262,077	\$ -		\$ 4,262,077
Other Outgo (7100-7299 & 7400-7499)	\$ 8,428,505	\$ -		\$ 8,428,505
Direct Support/Indirect Cost (7300-7399)	\$ 8,679,382	\$ -		\$ 8,679,382
<b>Total Expenditures</b>	<b>\$ 476,840,895</b>	<b>\$ 21,374,994</b>	<b>\$ -</b>	<b>\$ 498,215,889</b>
Operating Surplus (Deficit)	\$ (30,731,176)	\$ (21,374,994)		\$ (52,106,170)
Other Sources and Transfers In (8910-8979)		\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)		\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 88,735,945	\$ -	\$ -	\$ 88,735,945
Current Year Increase (Decrease) In Fund Balance	\$ 58,004,769	\$ (21,374,994)	\$ -	\$ 36,629,775
Beginning Balance	\$ 67,517,001			\$ 67,517,001
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 125,521,770	\$ (21,374,994)	\$ -	\$ 104,146,776
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 125,521,770	\$ -	\$ -	\$ 125,521,770
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -			\$ (21,374,994)



**Public Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **Oakland Education Association**

The Governing Board will take action on: **6/28/2023**

**D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement  As of: 5/24/2023	Column 2  Cost of of Settlement	Column 3  Other Revisions due to Settlement	Column 4  Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 460,811,082	\$ -	\$ -	\$ 460,811,082
Federal Revenue (8100-8299)	\$ 161,503,846	\$ -	\$ -	\$ 161,503,846
Other State Revenue (8300-8599)	\$ 211,024,524	\$ -	\$ -	\$ 211,024,524
Other Local Revenue (8600-8799)	\$ 86,693,153	\$ -	\$ -	\$ 86,693,153
<b>Total Revenues</b>	<b>\$ 920,032,605</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 920,032,605</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 260,883,641	\$ 25,267,587	\$ -	\$ 286,151,228
Classified Salaries (2000-2999)	\$ 119,475,599	\$ -	\$ -	\$ 119,475,599
Employee Benefits (3000-3999)	\$ 201,686,493	\$ 6,248,674	\$ -	\$ 207,935,167
Books and Supplies (4000-4999)	\$ 72,212,026	\$ -	\$ -	\$ 72,212,026
Services & Operating Expenses (5000-5999)	\$ 193,794,712	\$ -	\$ -	\$ 193,794,712
Capital Outlay (6000-6599)	\$ 5,750,522	\$ -	\$ -	\$ 5,750,522
Other Outgo (7100-7299 & 7400-7499)	\$ 14,434,735	\$ -	\$ -	\$ 14,434,735
Direct Support/Indirect Cost (7300-7399)	\$ (1,024,973)	\$ -	\$ -	\$ (1,024,973)
<b>Total Expenditures</b>	<b>\$ 867,212,755</b>	<b>\$ 31,516,261</b>	<b>\$ -</b>	<b>\$ 898,729,016</b>
Operating Surplus (Deficit)	\$ 52,819,850	\$ (31,516,261)	\$ -	\$ 21,303,589
Other Sources and Transfers In (8910-8979)	\$ 15,000	\$ -	\$ -	\$ 15,000
Other Uses and Transfers Out (7610-7699)	\$ 5,900,000	\$ -	\$ -	\$ 5,900,000
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 46,934,850	\$ (31,516,261)	\$ -	\$ 15,418,589
Beginning Balance	\$ 160,141,876			\$ 160,141,876
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 207,076,726	\$ (31,516,261)	\$ -	\$ 175,560,465
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 125,521,770	\$ -	\$ -	\$ 125,521,770
Reserved for Economic Uncertainties (9789)	\$ 26,193,383	\$ 945,488	\$ -	\$ 27,138,870
Designated Amounts (9775-9780)	\$ 14,218,313	\$ -	\$ -	\$ 14,218,313
Unappropriated Amounts - Unrestricted (9790)	\$ 41,143,260	\$ -	\$ -	\$ 41,143,260
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	7.71%			7.55%

**Public Disclosure of Collective Bargaining Agreement**

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**Name of Bargaining Unit: **Oakland Education Association**The Governing Board will take action on: **6/28/2023****E. Revised MYP Including the Effects of Collective Bargaining**

	Year 1	Year 2	Year 3
	2022-23	2023-24	2024-25
<b>Revenues</b>			
LCFF Revenue Sources	460,811,082	485,095,176	485,709,684
Federal Revenue	161,503,846	114,152,634	69,352,445
Other State Revenue	211,024,524	139,838,777	138,375,010
Local Revenue	86,693,153	86,343,776	86,885,814
Other Financing Sources	15,000	15,000	15,000
Other Adjustments			
<b>Total Revenue</b>	<b>920,047,605</b>	<b>825,445,364</b>	<b>780,337,953</b>
<b>Expenditures</b>			
Certificated Salaries	286,151,228	286,151,228	269,785,185
Step & Column Adjustment		5,723,025	5,395,704
<b>Settlement-Related Costs (+/-)</b>		\$ 31,515,528	372,328
Other Adjustments		(53,604,595)	(12,644,692)
<b>Total Certificated Salaries</b>	<b>286,151,228</b>	<b>269,785,185</b>	<b>262,908,525</b>
Classified Salaries	119,475,599	119,475,599	116,515,394
Step & Column Adjustment		2,389,512	2,389,512
<b>Settlement-Related Costs (+/-)</b>		\$ -	372,328
Other Adjustments		(5,349,717)	(8,983,875)
<b>Total Classified Salaries</b>	<b>119,475,599</b>	<b>116,515,394</b>	<b>110,293,359</b>
Employee Benefits	207,935,167	209,227,677	228,104,597
<b>Settlement-Related Costs (+/-)</b>		7,695,006	168,574
Books & Supplies	72,212,026	43,516,717	40,898,288
Services, Other Operating Exp	193,794,712	169,796,304	150,067,965
Capital Outlay	5,750,522	3,118,696	818,696
Other Outgo (Excluding Transfers of Indirect Costs)	14,434,735	10,544,204	10,544,204
Other Outgo - Transfers of Indirect Costs	(1,024,973)	(1,024,973)	(1,024,973)
Other Financing Uses	5,900,000	3,000,000	3,000,000
Other Adjustments			
<b>Total Expenditures</b>	<b>904,629,016</b>	<b>832,174,209</b>	<b>805,779,235</b>
Net Increase(Decrease) in Fund Balance	15,418,589	(6,728,845)	(25,441,281)
Beginning Fund Balance	160,141,876	175,560,465	168,831,619
Audit Adjustments/Restatements	0		
Ending Balance	175,560,465	168,831,619	143,390,338
<b>Components of Ending Balance</b>			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	139,740,083	122,849,444	124,008,938
Required Reserve	27,138,870	24,965,226	24,173,377
Unrestricted Balance (Incl Revolving)	8,531,511	20,866,949	(4,941,977)
<b>ADA Assumption:</b>			
Comments (Major changes):			

**Public Disclosure of Collective Bargaining Agreement**  
**In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

**F. State Reserve Standard**

**1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)**

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	904,629,016	832,174,209	805,779,235
b. Required Reserve Percentage (REU) for this District	3.00%	3.00%	3.00%
c. REU Amount:	\$ 27,138,870	\$ 24,965,226	\$ 24,173,377

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Unrestricted REU	\$ 27,138,870	\$ 24,965,226	\$ 24,173,377
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 8,531,511	\$ 20,866,949	\$ (4,941,977)
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 35,670,381	\$ 45,832,176	\$ 19,231,400

**3. Has the minimum state-required reserve been met?**                      **Yes**                      **Yes**                      **No**

If NO, how do you plan to restore your reserves?

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **Oakland Education Association**

The Governing Board will take action on: **6/28/2023**

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**B. Narrative Description of Agreement**

8. **What was the negotiated percentage increase that was approved?** For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The OEA can be best explained in two phases: Article 24.1.1 Phase 1 The 2022-23 year has a 10% retroactive increase to all salary schedules, effective November 1, 2022. One Time Payment of \$5,000 for all unit members prorated for all unit members who are less than 5FTE. Phase 2 - Effective July 1, 2023, salary schedules are collapsed and increased in certain

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

Yes, depending on the salary schedule. Most salary schedules the rows were reduced to 24 years. A comparison is included in the file called AB1200 OEA Salary Schedule Tools - for 5-15-23 TA.

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

21.2.10 Add 5 FTE Counselors Eff July 1, 2023 Effective 7/1/2024. 21.8 Add 4 FTE Librarians to the HS Network Effective 7/1/2024. See File Titled, Math with Friends.

11. **Proposed negotiated changes in non-compensation Items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

21.6.5 Vapa Teachers will receive a stipend of \$1,500 per semester contingent upon after-school rehearsals. 21.15.2.D.2.c - Concern about workload scores. See Part II CBA Agreement. See File Titled, Math with Friends.

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

N/A

**Public Disclosure of Collective Bargaining Agreement**  
**In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

**Name of District:** Oakland Unified School District

**Name of Bargaining Unit:** Oakland Education Association

**The Governing Board will take action on:** 6/28/2023

**C. Source of Funding for Proposed Agreement**

**14. Source of Funding for Proposed Agreement**

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

The \$5,000 portion will be paid from ESSER III resources, Resource 3213.

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

The Source of funding for the salary Schedule Component agreements are from every source an FTE is paid from for all funds. The District will need to make additional adjustments to its allocation methodology and infrastructure to continue to afford this agreement and to ensure it can compensate other employee groups while absorbing cost increases.

**15. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

The premise of this agreement was to improve compensation for our certificated bargaining unit, where the majority of the positions that were under market value were teacher/instructional positions. The District sought to truly drive change in its retention and quality in education goals by improving salaries and encouraging higher productivity, staffing retention, and

**16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)?** "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

It can easily do so without coinciding adjustments. In 2024-25, the District is already bracing for a projected 25% health & welfare cost increase, which is not driven by the costs of salaries, but does increase the cost of compensation. The District will need to make adjustments to its budget in 2024-25 for 2025-26 where we are reflecting deficit spending. The District

**17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?**

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (58,954,313)	The Other adjustments are expenditure
2nd Subsequent Year	\$ (21,628,567)	

Additional Explanation (if necessary)

**Oakland Unified School District                      School District**  
**Public Disclosure of Collective Bargaining Agreement**

*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**CERTIFICATE OF AFFORDABILITY**

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

**The District projects the total monetary cost of the settlement to be as follows:**

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

<b>Cost over current budget / MYP</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Cumulative cost over 3 years</b>
<b>One-time</b>	15,711,099	-	-	15,711,099
<b>On-going</b>	15,805,162	39,210,534	39,751,435	94,767,131
<b>Total</b>	31,516,261	39,210,534	39,751,435	110,478,230

**Please check one of the following:**

No budget revisions are necessary for the District to afford this settlement.

Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.


*Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).*

**Indicate any changes from the latest board approved budget:**


Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
<b>Revenues/Other Financing Sources</b>			
<b>Expenditures/Other Financing Uses</b>			
Increased salary costs	31,516,261	39,210,534	39,751,435
<b>Ending Fund Balance Increase (Decrease)</b>	<b>(31,516,261)</b>	<b>(39,210,534)</b>	<b>(39,751,435)</b>

**Please review the above and sign below:**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Oakland Unified School District School District hereby certify that the District can meet the costs incurred under the Collective Bargaining

DocuSigned by:  
  
 District Superintendent (Signature) 6/23/2023  
 Date

Kyla Johnson Trammell  
 District Superintendent (Type Name)

DocuSigned by:  
  
 Chief Business Official (Signature) 6/23/2023  
 Date

Lisa Grant-Dawson  
 Chief Business Official (Type Name)

**Oakland Unified School District    School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**Certification of Board Action**

*The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.



\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

6/29/2023

**Date**

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 6/28/2023, took action to approve the proposed Agreement with the Oakland Education Association Bargaining Unit.



\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

6/29/2023

**Date**

**Special Note:** The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.





June 27, 2023

Dr. Kyla Johnson-Trammell, Superintendent  
Members of the Board of Education  
Oakland Unified School District (OUSD)  
1000 Broadway, Suite 680  
Oakland, CA 94607

RE: Public Disclosure of Successor Collective Bargaining Agreement Between OUSD and the Oakland Education Association (OEA) effective November 1, 2022 - June 30, 2025.

Dear Superintendent and Members of the Board,

On June 14, 2023, ACOE received the Public Disclosure of Collective Bargaining Agreement (CBA) and Tentative Agreement (TA) regarding ongoing compensation increases between OUSD and OEA as required by Government Code (GC) Section 3547.5 and Assembly Bill (AB) 1200 (Statutes of 1991, Chapter 1213).

Statutory Landscape

The district will make disclosures and assurances:

- (a) Before entering into a collective bargaining agreement, the district will disclose the provisions of the agreement, including the costs that would be incurred for the current and subsequent fiscal years;
- (b) The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term;
- (c) If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report.

The County Superintendent will review and comment:

- (a) A school district that has a qualified or negative certification shall allow the county office of education at least 10 working days to review and comment on any proposed agreement;
- (b) 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;
- (c) The 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.

### In Short

In simple terms, the law asks the County Superintendent to answer the question, *‘Can the district’s budget cover the costs of this agreement today and over the next three years?’* The simple answer is, *‘Yes for 2023-24, Almost for 2024-25, and No for 2025-26.’* The total cost of this agreement over three years is projected at \$110.5 million. The board has already taken action on \$41.7 million leaving at least \$68.8 million in adjustments that the Board must act on. Districts are required to budget three years in advance, and standard practice is to make plans for adjustments before entering into agreements. It is possible to move forward, however ***in order to afford this agreement, the Board must make significant adjustments and tradeoffs in the coming months.***

### Detailed Review and Commentary

At its June 28th board meeting, the District is planning to present the attached AB1200 Agenda cover memo disclosing the fiscal impact of the TA through fiscal year 2025-26, stating “the Board can only afford the Tentative Agreement if additional budget adjustments are made prior to the 2025-26 fiscal year.” ACOE concurs with these findings with a further point of clarity, that the fiscal impact in the public disclosure does not include the impact to any other bargaining units or to any other funds, and while OUSD staff presents reasonable projections, they appear somewhat lower than ACOE’s conservative projections.

**Summary of Projected Cost per the Public Disclosure and Board Memo:**

<b>Cost over current budget (MYP)</b>	<b>Year 1 (2022-2023)</b>	<b>Year 2 (2023-24)</b>	<b>Year 3 (2024-25)</b>	<b>Cumulative cost over 3 years</b>
<b>One-time</b>	\$15,711,099	-	-	\$15,711,099
<b>On-going</b>	\$15,805,162	\$39,210,534	\$39,751,435	\$94,767,131
<b>Total</b>	\$31,516,261	\$39,210,534	\$39,751,435	\$110,478,230

The Public Disclosure includes \$60 million in ongoing budget solutions in 2023-24 (ongoing and therefore carried through 2024-25), with additional (new) planned reductions of approximately \$22 million in 2024-25. Per Resolution 2223-0040A of March 9, 2023, reductions and funding shifts, totaling \$41.7 million, were approved by the Board. This is significantly less than the \$110.5 million in projected budget solutions reflected in the Disclosure. Further, based on the District’s recent information, not all revisions were implemented as proposed.

On June 26th, in compliance with GC 3547.5, ACOE’s Business Office received confirmation from the Superintendent of OUSD, Dr. Johnson-Trammell, and Chief Business Official, Lisa Grant-Dawson, certifying in writing that the costs incurred by the school district under the agreement can be met by the District during the term of the agreement. ACOE notes that this certification is entirely contingent upon the Board passing both the June 28th proposed budget resolution, fully implementing the March 9th adjustments, and following up with significant further adjustments following the timelines described below.

The District staff have provided the following guidance and timeline within the AB1200 memo to support the Board in upholding its fiduciary responsibility:

“The fourth year, 2025-26, is therefore significantly at risk without budget adjustments that must be framed by the Fall of 2023 in order to incorporate them into the 2024-25 and multi-year budget which will include 2025-26 and 2026-27. The Board’s knowledge and assurance of taking these critical steps is imperative to ensure approval and confidence by the Alameda County Office of Education, County Trustee that the District will make the adjustments required. The Superintendent and Chief Business Officer are signing this document assuring and attesting that the ongoing commitment of affordability will be made.”

Further, the OUSD Board is presented with Resolution 2223-0065 to Approve with its Adopted Budget that confirms the Board's commitment to implement additional reductions and/or adjustments, should revenues fail to meet existing obligations:

"WHEREAS, the 2023-24 Proposed Adopted Budget for the Oakland Unified School District is due to the County Superintendent of Schools on June 30, 2023 and the SACS Report attached shows that the District is solvent for the 2023-24 and 2024-25 school year and reflects a \$9M deficit in the 2025-26 year, which will require the District to address the deficit prior to the adoption of the 2024-25 Budget; and

WHEREAS, it should be acknowledged that the District is in a parallel review period of a pending Tentative Agreement for the Oakland Education Association which will, if approved by the Alameda County Office of Education, the County Trustee, and the Board increase the District's expenditures and will require budget balancing solutions to sustain the increases for the out years starting in the 2024-25 year; and

WHEREAS, if adopted by the Board, any additional expenditures or obligations that exceed the District's revenue projections will require the Board to take action in a timely and prudent manner on or before June 30, 2024 in order to remain solvent in Fiscal Year 2024-25 and two subsequent years;

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Board of Education hereby approves the District's Proposed Adopted Budget for Fiscal Year 2023-24."

The Alameda County Office of Education is committed to minimizing the discretionary use of oversight authority and maximizing the OUSD Board's full local control of fiscal decisions. By approving a TA before identifying where the funds will come from in future years, the OUSD Board is committing itself to developing, adopting, and implementing significant budget-balancing solutions in the fall of 2023. At its March 9th meeting, the Board passed budget-balancing solutions, totaling \$41.7 million, several of which have not yet been realized including committing to a planning year (2023-24) for the potential merger of schools following the guidelines set forth in AB 1912 which requires a district to conduct an equity impact analysis before approving the closure or consolidation of a school. Cuts are never easy - every single program, classroom, office, and role has passionate constituents who will experience change as loss. Hard decisions are best made with time and transparency. This is the window of opportunity to make those tradeoffs in the most thoughtful and equitable way.

In order for ACOE to verify that Board and District staff are implementing the budget adjustments the Board approved within the Public Disclosure documents, OUSD will:

- provide ACOE with a Board-approved detailed update on its list of Budget Adjustments by October 31, 2023;

- share additional updates in ACOE's bi-weekly call to monitor the staff and Board's progress with strategic planning;
- present a public update to be provided by First Interim, with further public disclosure and formal Board Action required no later than February 2024, to ensure the District meets its obligations in the subsequent fiscal year.

ACOE appreciates the hard work ahead as the District Board and staff demonstrate their commitment to ensuring the District can afford the impact of this settlement while providing a robust and sustainable educational program for its students. Without further Board action and successful implementation of budget-balancing solutions, OUSD is projected to be insolvent within three years.

As mentioned in our Second Interim Letter to the Board, it is important for the District to ensure all known budget assumptions, as well as the fiscal impact of these assumptions, be reflected in the District's financials prior to the approval of any tentative agreements. We appreciate OUSD working collaboratively with the ACOE Business Office in its disclosure of these agreements and forthcoming CBAs.

In community,



Alysse Castro  
Alameda County Superintendent of Schools

cc: Lisa Grant-Dawson, Chief Business Official, Oakland USD  
Tony Thurmond, State Superintendent of Public Instruction, CDE  
Michael H. Fine, Fiscal Crisis and Management Assistance Team  
Luz Cázares, Fiscal Oversight Trustee  
Shirene Moreira, Chief of District Business & Advisory Services, ACOE  
Joan Laursen, Director III, District Business & Advisory Services, ACOE  
Members of the Alameda County Board of Education (ACBOE)