

Board Office Use: Legislative File Info.	
File ID Number	15-1621
Introduction Date	9/24/15
Enactment Number	15-1509
Enactment Date	9/24/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

To: Board of Education

From: Jacqueline P. Minor, General Counsel

Meeting Date: September 9, 2015

Subject: **OUSD-OEA Memorandum of Understanding regarding Teacher Performance Evaluation Pilot Program**

Action Requested: Approval of Memorandum of Understanding between the District and OEA dated July 28, 2015 regarding a teacher performance evaluation pilot program.

Summary: For two years, the parties have engaged in Performance Evaluation Pilots at a subset of schools in an effort to learn together how to better support the growth and development of teachers. The parties agree that a significantly expanded piloting is needed to continue to refine the Teacher Growth and Development System (TGDS) and to build the capacity of the District to support effective implementation before replacing the contractual system.

This MOU provides for piloting a new feedback and support system based on the developed framework to learn together how to better support teacher growth and development. The MOU clarifies that personnel decisions will not be made solely on the basis of the pilot system.

Recommendation: Approval of Memorandum of Understanding between the District and OEA dated July 28, 2015 regarding a teacher evaluation pilot program.

Fiscal Impact: None

Attachments: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL DISTRICT
Joint Study Committee – Performance Evaluation Pilot
Teacher Growth and Development System (TGDS)**

Preamble

The Oakland Education Association (OEA or Association) and the Oakland Unified School District (OUSD or District) share the goal of quality education in our schools. We are committed, both as organizations and as individuals within those organizations, to strive for a working partnership focused on providing the best possible learning environment for students. We believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs, and a commitment to making that partnership work. We acknowledge that the many challenges facing public education in general and Oakland Unified in particular must be met by our partnership's sustained collective effort. We also believe that risks will need to be taken and that some degree of experimentation, based on research, best practice and knowledge of our students will need to occur. The parties agree that educators must be part of the decision-making process to promote innovative solutions.

The purpose of performance evaluations is to provide feedback to, and improve the teaching practices of, educators in order to increase student achievement.

For two years, the parties have engaged in Performance Evaluation Pilots at a subset of schools in an effort to learn together how to better support the growth and development of teachers. The parties agree that the results to date have been positive, and that significantly expanded piloting is needed to continue to refine the Teacher Growth and Development System (TGDS) system and to build the capacity of the District to support effective implementation before replacing the existing contractual system. The parties therefore agree to the following:

Our Goals

- 1) To expose all OEA bargaining unit members and site leaders to the evolving Teacher Growth and Development System (TGDS) and provide professional development and support for the components of the TGDS.
- 2) To provide a penalty-free environment in which to experience and provide feedback on the strengths and weaknesses of the TGDS as well as the resources needed to implement such a system.
- 3) To provide OEA and OUSD with the information needed to implement a new, more effective evaluation system in future years.

Engagement and Training

- 1) During the first semester of the 2015-16 school year, all unit members shall receive professional development in the Oakland Effective Teaching Framework and the establishment of SMARTe goals.
- 2) All unit members shall be observed by peer observers focused on their SMARTe goals during the winter or spring of the 2015-16 school year. The feedback from this shall not be recorded or reported to administration.
- 3) During the second semester of the 2015-2016 school year, all unit members shall receive professional development which shall focus on participants' experiences with the development and use of SMARTe goals and the peer observation model.

2015-16 Evaluation Procedures

1. Permanent unit members may choose to volunteer to participate in the TGDS.
2. Probationary unit members, shall participate in the TGDS system as their sole evaluation system.
3. Evaluations of unit members who participate in the TGDS system shall not be included in personnel files unless the unit member notifies their evaluator in writing that they wish it to be included prior to June 15, 2016.
4. No adverse employment action shall result due to sections 1 through 3 above.
5. Unit members in PAR shall be evaluated under the current Article 13 procedures in the Collective Bargaining Agreement (CBA) between the parties.
6. All unit members shall submit Stull Bill goals in line with the SMARTe goal framework.
7. All unit members shall participate in professional development around the TGDS.
8. Probationary unit members without a clear credential shall be assigned a coach through the Teacher Induction Program of Oakland (TIPO) program. A list of all probationary unit members and the TIPO coaches assigned to them shall be provided to OEA no later than October 31, 2015.

For all teachers participating in TGDS:

- A timeline of required meetings and documents must be provided.
- Evaluators and evaluatees must follow required timelines.
- The TGDS support team and/or evaluator must document for all staff:
 - Performance standards to be used
 - Process by which performance standards will be evaluated and documented
 - Process of communication between teachers and evaluator(s)
 - Any adjustments in staff time required by the Pilot
 - Any site financial resources required by the Pilot
 - Guidelines for implementation and any site-specific training on the Pilot, including any required timelines for meetings or steps in the implementation process
- A complete evaluation based on participation in the TGDS shall satisfy the evaluation requirement in Article 13 of the Collective Bargaining Agreement (evaluation at least every two years).

System Growth

Both parties agree, based on recommendations from the Joint Study Committee, to a proposed timeline to position TGDS to become the evaluation system of record through our collective bargaining process. To that end, we have established tentative agreement on a timeline for system growth, subject annually to ongoing agreements:

- 2015-2016: Engagement and Practice--the focus for this year is broad engagement across all school communities focused on the Oakland Effective Teaching Framework with a limited implementation of TGDS.
- 2016-2017: System Refinement--the focus for this year would be to make final system revision and build capacity of full system to support effective implementation of TGDS.
- 2017-2018: System Adoption--this year would be the first year of official implementation of new contract evaluation language that reflects TGDS.

Pilot Joint Study Committee

- Pursuant to Article 16, the parties agree to maintain a Joint Study Committee (JSC) to study the Pilot during the 2015-16 and 2016-17 school years.
- The JSC's purpose is to document and share learnings to inform future improvements to the Performance Evaluation process, but may make recommendations by consensus of JSC members.
- Joint Study Committee members attending or doing the work directed by the committee shall be provided with release time for any time during the duty day and/or compensated at their per diem rate for any work directed by the committee outside of the duty day.
- By February 15 of each year, the JSC will develop a midterm report and by May 15, 2015 the JSC will develop a preliminary report both regarding:
 - What is working, what is not working and what should be studied further
 - Impact of school-specific factors on the usefulness of particular performance evaluation practices
- The parties agree to consider the learnings from the JSC Report and discussion with JSC members in future negotiations regarding Performance Evaluation or Peer Assistance (i.e. Articles 13 and 25)

This memorandum shall not be construed as a waiver of the rights of either party regarding the negotiation of the evaluation process.

This agreement shall expire June 30, 2016 and shall only be extended by mutual written consent of the parties.

In witness whereof, the parties hereto have executed this agreement effective as of the 28th of July 2015.

OAKLAND EDUCATION ASSOCIATION

By: Trish Gorham
Trish Gorham, President

OAKLAND UNIFIED SCHOOL DISTRICT

By: Brigitte Marshall
Brigitte Marshall, Chief Talent Officer

By: Antwan Wilson 9/25/15
Antwan Wilson, Superintendent

James Harris 9/25/15
James Harris
President, Board of Education

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement


This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Senior Business Officer of **Oakland Unified School** District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Oakland Educators Association** (OEA) and all substitutes, during the term of the agreement from **7/1/2015** to **6/30/2016**.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. 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)

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
<u>Revenues</u> /Other Financing Sources	2014-2015	2015-2016	2016-2017
	\$0	\$0	\$0
<u>Expenditures</u> /Other Financing Uses	2014-2015	2015-2016	2016-2017
	\$0	\$0	\$0
Ending Balance Increase (Decrease) Associated revenue and expenditures associated with this agreement will net to \$0	\$0		

These projections are based on the attached assumptions, which become an integral part of this document.


District Superintendent (Signature)

ANTWAN WILSON

District Superintendent (Type Name)

9/15/15
Date


Senior Business Officer (Signature)

VERNON HAL

Senior Business Officer (Type Name)

9-15-15
Date

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

Name of Bargaining Units: OEA Certificated X Classified

The proposed agreement covers the period beginning 07/01/15 and ending 06/30/16

and will be acted on by the Governing Board at its meeting on 09/24/15 .

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1.	Salary Schedule (This is to include Step & Column, which is also reported separately in item 6)		NO FINANCIAL IMPACT		
			0.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	Description of Other Compensation			\$ -	\$ -
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.				
			0.00%	0.00%	0.00%
4.	Health/Welfare Plans		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$ -	\$ -	\$ -
7.	Total number of represented Employees (Use FTEs)				
8.	Total Compensation Average Cost per Employee	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%

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9. What was the negotiated percentage increase 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"?

N/A

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

The purpose of this MOU is to provide OEA members with a new and more effective evaluation process called Teacher Growth and Development System (TGDS).

- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

FY 15-16 - all OEA unit members shall receive professional development in Oakland Effective Teacher Framework and the establishment of SMARTe goals. Members will be observed by peers focusing on their SMARTe goals during winter or spring. The feedback from these observations shall not be recorded or reported to administration. During the second semester of 2015-2016 all unit members shall receive professional development which will focus on participants' experiences with the development and use of SMARTe goals and peer observation model.

- C. 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.).

N/A

- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

This agreement shall expire 6/30/16 and shall only be extended by mutual written consent of parties.

- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist 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.

NO

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

- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.

N/A

- G. Source of Funding for Proposed Agreement

1. Current Year

No added cost to the district.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

Oakland Unified School District
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In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

	Column 1 Latest Board- Approved Budget Before Settlement As of:	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
Revenues				
Revenue Limit Sources (8010-8099)	\$ 336,252,509	\$ -	\$ -	\$ 336,252,509
Remaining Revenues (8100-8799)	\$ 157,566,520	\$ -	\$ -	\$ 157,566,520
Total Revenues	\$ 493,819,029	\$ -	\$ -	\$ 493,819,029
Expenditures				
1000 Certificated Salaries	\$ 165,242,750		\$ -	\$ 165,242,750
2000 Classified Salaries	\$ 65,063,852		\$ -	\$ 65,063,852
3000 Employee Benefits	\$ 104,935,057		\$ -	\$ 104,935,057
4000 Books and Supplies	\$ 34,790,113		\$ -	\$ 34,790,113
5000 Services and Operating Expenses	\$ 64,121,406		\$ -	\$ 64,121,406
6000 Capital Outlay	\$ 160,000		\$ -	\$ 160,000
7000 Other Outgo	\$ 7,748,111		\$ -	\$ 7,748,111
Total Expenditures	\$ 442,061,289	\$ -	\$ -	\$ 442,061,289
Operating Surplus (Deficit)	\$ 51,757,740	\$ -	\$ -	\$ 51,757,740
Other Sources and Transfers In	\$ 564,067	\$ -	\$ -	\$ 564,067
Other Uses and Transfers Out	\$ (725,000)	\$ -	\$ -	\$ (725,000)
Current Year Increase (Decrease) In Fund Balance	\$ 51,596,807	\$ -	\$ -	\$ 51,596,807
Beginning Balance	\$ 22,649,388			\$ 22,649,388
Current Year Ending Balance	\$ 74,246,195	\$ -	\$ -	\$ 74,246,195
Components of Ending Balance				
Nonspendable and Restricted 9711-9740	\$ 6,256,146	\$ -	\$ -	\$ 6,256,146
Reserved for Economic Uncertainties 9789 (2%)	\$ 8,855,726	\$ -	\$ -	\$ 8,855,726
Committed and Assigned 9770-9780	\$ 59,134,323		\$ -	\$ 59,134,323
Unassigned/Unappropriated 9790	\$ -			\$ -

X

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If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

N/A

Please include any additional comments and explanations of page 4 as necessary:

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

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	\$ 442,786,289
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	\$ 8,855,726

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 8,855,726
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ -
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 8,855,726

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES _____ NO _____

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

[illegible]

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

Revised MYP Including the Effects of Collective Bargaining

District Name:			
General Fund			
Multi-Year Projections			
Budget Year: 2015-16			
	ADA: 35,374.82	ADA: 35,374.82	ADA: 35,374.82
	COLA: 1.02%	COLA: 1.60%	COLA: 2.48%
	Deficit: N/A	Deficit: N/A	Deficit: N/A
	Year: 2015-16	Year: 2016-17	Year: 2017-18
Revenues			
Revenue Limit Sources	336,252,509	350,991,843	363,310,065
Federal Revenue	42,368,431	42,368,431	42,368,431
Other State Revenue	62,871,803	40,642,026	40,673,277
Local Revenue	52,326,286	45,680,180	45,680,180
Total Revenue	493,819,029	479,682,480	492,031,953
Expenditures			
Certificated Salaries	165,242,750	165,242,750	164,948,691
Step & Column Adjustment		2,478,641	2,474,230
Cost-of-Living Adjustment			
Other Adjustments		(2,772,700)	(587,076)
Classified Salaries	65,063,852	65,063,852	64,109,139
Step & Column Adjustment		975,957	961,637
Cost-of-Living Adjustment			
Other Adjustments		(1,930,670)	(408,790)
Employee Benefits	104,935,057	112,390,899	114,925,582
Books & Supplies	34,790,113	32,434,612	29,521,292
Services, Other Operating Exp	64,121,406	59,949,620	57,279,288
Capital Outlay	160,000	152,495	152,207
Other Outgo	9,270,366	9,170,365	9,170,365
Direct Support/Indirect Costs	(1,522,255)	(4,571,567)	(4,571,566)
Total Expenditures	442,061,289	438,584,254	437,974,999
Operating Surplus (Deficit)	51,757,740	41,098,226	54,056,954
Other Financing Sources & Transfers In(Positive figure)	564,067	564,067	564,067
Other Financing Uses & Transfers Out (Neg Figure)	(725,000)	(725,000)	(725,000)
Current Yr Inc(Dec) in Fund Balance	51,596,807	40,937,293	53,896,021
Beginning Fund Balance	22,649,388	74,246,195	115,183,488
Audit Adjustments/Restatements			
Ending Balance	74,246,195	115,183,488	169,079,509
Restricted Balance	6,106,146	9,389,230	14,031,430
Required Reserve	8,855,726	8,786,185	8,774,000
Unrestricted Balance (Incl Revolving)	59,284,323	97,008,073	146,274,079
Comments (Major changes):			

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

J. Salary Notification Requirement

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

Comparison of Proposed Agreement to Change in District Base Revenue Limit

(a) Current Year Base Revenue Limit (BRL) per ADA: (obtain from the FY _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3	\$ _____ - (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ - (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____ -
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	_____ 0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	_____ 0.00%

K. Certification

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)

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9/15/15
Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 9/24/15, took action to approve the proposed Agreement with the OEA Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

9/15/15
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.



Alameda County Office of Education

L. Karen Monroe
Superintendent

September 16, 2015

James Harris, President
Board of Education
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607-4099

RE: Public Disclosure of Collective Bargaining Agreement between the Oakland Unified School District and the Oakland Education Association (OEA)

Dear President Harris:

We have reviewed the Public Disclosure of Collective Bargaining Agreement for the OEA bargaining unit. The agreement expands the Teacher Growth and Development System (TGDS) performance evaluation pilot program. The agreement expires on June 30, 2016 and shall only be extended by mutual written consent of the parties. The purpose of our review is to determine whether this agreement will have a material impact on the financial condition of the District in the current and subsequent two fiscal years.

We concur with the District's assessment that the expansion of the TGDS will have no fiscal impact. Based on the 2015-16 Adopted Budget Report Multi-Year Projection, it appears that the District will continue to be able to maintain its required reserve for economic uncertainties for the current and subsequent two fiscal years.

Should any other tentative agreements be made, please submit new Public Disclosure documents to our office 10 days prior to the date the Governing Board will take action.

If you have any questions or concerns regarding our review, please feel free to call me at (510) 670-4277.

Sincerely,

Jeffrey B. Potter, Executive Director
Alameda County Office of Education

JBP:sm

BOARD OF EDUCATION

Joaquin Rivera
Trustee Area 1

Marlon L. McWilson
Trustee Area 2

Ken Berrick
Trustee Area 3

Aisha Knowles
Trustee Area 4

Fred Sims
Trustee Area 5

Eileen McDonald
Trustee Area 6

Yvonne Cerrato
Trustee Area 7

313 W. Winton Ave.
Hayward, California
94544-1136

(510) 887-0152

www.acoe.org

cc: Board of Education, Oakland USD
Antwan Wilson, Superintendent, Oakland USD
Vernon Hal, Senior Business Officer, Oakland USD
Ruth Alahydoian, Chief Financial Officer, Oakland USD
Carlene Naylor, State Trustee, Oakland USD
Tom Torlakson, State Superintendent of Public Instruction, CDE
Carolyn Baez, Financial Audits Bureau-Division of Audits, SCO
Peter Foggato, School Fiscal Services Director, CDE
L. Karen Monroe, Superintendent, ACOE
Gary Jones, Associate Superintendent, ACOE