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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Jenine Lindsey, General Counsel

Meeting Date June 24, 2026

Subject Tentative Agreement Between the Oakland Education Association and the Oakland Unified School District – Successor Collective Bargaining Agreement (July 1, 2025 – June 30, 2027)

Ask of the Board Approval of the Tentative Agreement between the Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) for the successor collective bargaining agreement covering the period July 1, 2025 through June 30, 2027, 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 The Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) have reached a Tentative Agreement for a successor collective bargaining agreement covering the period July 1, 2025 through June 30, 2027. The agreement reflects extensive negotiations between the parties and includes compensation increases, enhancements to educator working conditions, support for students, and targeted investments in hard-to-fill and high-need certificated positions.

Key provisions of the Tentative Agreement include salary schedule increases effective July 1, 2025, July 1, 2026, and June 30, 2027; additional compensation and support for Special Education teachers, psychologists, speech and language pathologists, social workers, nurses, and PK-3 credentialed educators; improvements to preparation time and professional learning structures; class size and staffing provisions; newcomer supports; safety enhancements; and updates to multiple articles of the collective bargaining agreement.

The Tentative Agreement represents a collaborative effort between OUSD and OEA to support student achievement, strengthen educator recruitment and retention, and provide labor stability through June 30, 2027. By reaching agreement without a work stoppage, the parties have ensured continuity of instruction and uninterrupted educational services for Oakland students while advancing strategic investments in teaching and learning.

The agreement supports OUSD's goals of attracting and retaining high-quality educators, improving outcomes for students, strengthening services for students with disabilities and multilingual learners, and maintaining stable learning environments across the District. The Tentative Agreement remains subject to the fiscal review and public disclosure requirements established by Government Code section 3547.5 and Assembly Bill 1200.

Discussion

The Tentative Agreement includes salary schedule increases for certificated employees over the life of the agreement, including increases effective July 1, 2025, July 1, 2026, and June 30, 2027. The agreement also provides targeted investments in Special Education, counseling, nursing, psychological services, speech and language services, early childhood education, newcomer supports, and other specialized areas that have historically experienced recruitment and retention challenges.

In addition to compensation improvements, the agreement includes provisions designed to support educator effectiveness and student success through enhancements to preparation time, professional collaboration, class size reductions phased in during the term of the agreement, increased support for students with disabilities and newcomer students, expanded safety provisions, and strengthened educator working conditions.

Government Code section 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."

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

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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."

Pursuant to these requirements, OUSD has prepared and submitted the required AB 1200 Public Disclosure regarding the fiscal impact of the Tentative Agreement.

The Alameda County Office of Education will review the disclosure and provide comments as required by law.

The Tentative Agreement reflects the parties' shared commitment to maintaining uninterrupted instruction, supporting student achievement, and investing in the educators who serve Oakland students while balancing the District's long-term fiscal obligations.

Fiscal Impact

See attached AB 1200 Public Disclosure for detailed fiscal impact analysis of the Tentative Agreement, including projected costs for the current fiscal year and subsequent fiscal years, funding sources, and impact on the District's multiyear financial projections.

Attachment(s)

- Tentative Agreement Between Oakland Unified School District and Oakland Education Association (2025– 2027)
- Letter from ACOE Regarding AB 1200 Disclosure
- AB 1200 Public Disclosure

Tentative Agreement Between Oakland Education Association and Oakland Unified School District

The following contains the full and complete agreement between Oakland Unified School District and Oakland Education Association for the successor contract to cover the term July 1, 2025-June 30, 2027.

Signed,

For the Union

For the District

Kampala Taiz-Rancifer, President
Oakland Education Association

Jenine Lindsey, General Counsel
Oakland Unified School District

Recitals

1. The parties have agreed to the following wage increases:
 1. Effective July 1, 2025, 7% for the top step of each salary schedule, 4% for all other steps.
 2. Effective July 1, 2026, 2% for the top step of each salary schedule, 3% for all other steps.
 3. Effective June 30, 2027, 4% for the top step of each salary schedule, 4% for all other steps.
 4. Other changes as noted in Article 24.1 and Appendix 1 to salary schedules and provisions for specific classifications, including:
 - a. Credentialed Special Education teachers
 - b. Nurses
 - c. State PreK and CDC
 - d. Psychologists and Speech and Language Pathologists
 - e. Social Workers
 - f. PK-3 Credentialed Teachers
2. During the integration process, either party may propose non-substantive changes intended to clarify or simplify the contract, for example changing the placement and numbering of existing contract sections. Changes may be made, but only by mutual agreement.

3. Regarding the creation of new salary schedules or stipends for Certificated SPED teachers and State Pre-K and CDC teachers holding PK-3 credentials, OEA and OUSD agree to jointly submit an advisory letter to CalSTRS with the intent of structuring this stipend or salary schedule in such a way that the extra pay will be part of special education members' annualized pay rate and therefore be part of the members' defined benefit.

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Art 1 - Term (TA)

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.~~ **From July 1, 2025 through June 30, 2027.**

1.3.1.2 The Association shall present bargaining proposals for a successor Agreement on or about December 1, ~~2024~~**2026**, and the parties shall begin bargaining not later than January 15, ~~2025~~**2027**, 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 Child no later than July 23, 2023.~~

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

~~1.4.1.4 Article 21 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.~~

Article 2 - Contracting out

2.1.3 The parties recognize that subcontracting and/or diversion of bargaining unit work shall occur only in unusual circumstances. The Employer agrees such duties or work shall be initially offered to current bargaining unit members and to notify the Association through the Board's legislative agenda of any subcontracting or diversion. In circumstances that may impact the bargaining unit, the Employer will negotiate the decision and implementation upon request of the Association. It shall be the responsibility of the Faculty Council and the site administrator to resolve issues regarding work-space and equipment of unit members.

2.2 Contracting Out of Bargaining Unit Work

Effective June 30, 2027, the district agrees it will not subcontract out bargaining unit work without prior notice to and the written approval from the Association.

2.2.1 In the event of an emergency, an agreement to subcontract will not be unreasonably denied. "Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.

2.2.2 To the extent that the District has contracted out certain work performed by OEA unit members prior to the date of this Agreement, the parties recognize that such contracts cannot be immediately rescinded or discontinued. Accordingly, the District and OEA agree to negotiate a reasonable timeline over the 26-27 school year to return the work to the bargaining unit. This process shall consider any emergencies, unique circumstances, and legal requirements, including those related to providing required accommodations for students with disabilities or other specialized needs.

Article 3: Definitions

3.1.16 Continuation High School is defined as a school designed to meet the needs of students who have not graduated from high school, are not exempt from compulsory school attendance, and are deemed at risk of not completing their education. In accordance with California Education Code sections 44865, 46170, 48400–48438, and 51055, Continuation Schools offer instruction aligned with district graduation requirements.

Article 7.5 - Artificial Intelligence (AI) Systems

7.5.1 Definition of Artificial Intelligence Systems. For purposes of this Agreement, "Artificial Intelligence Systems" or "AI Systems" shall mean any computer system, software, algorithm, or automated process that performs tasks that typically require human intelligence, including but not limited to pattern recognition, decision-making, language processing or recording, visual perception, speech recognition, or data analysis.

7.5.2. Preservation of Bargaining Unit Work

The Employer shall not implement or utilize AI Systems to eliminate, reduce, or replace work traditionally performed by bargaining unit members without prior written agreement of the Union.

7.5.3. Training and Transition

7.5.3.1 If the parties agree to implement AI Systems, affected bargaining unit members shall:

a) Receive comprehensive paid training on the operation and oversight of such systems

7.5.3.2 Any productivity gains resulting from AI implementation shall not be used as a basis for staffing reductions or increased workload expectations, consistent with section 4.6.2.1 above.

7.5.4. Data Protection and Monitoring

7.5.4.1 AI Systems shall not be used to:

a) Monitor, evaluate, or discipline bargaining unit members

b) Collect data on individual employee performance

c) Make automated decisions regarding employment status, assignments, or working conditions

Article 8 - Affirmative Action

8.1 General

8.1.3.1 Annually, the employer shall provide to the Association the following breakdowns by ethnic code, gender to the extent such information is available:

- **the number of probationary unit members non-reelected (showing both eligible and ineligible for rehire), and re-elected;**
- **The number of temporary employees retained, released from contract eligible for rehire, and released from contract ineligible for rehire;**
- **The number of employees placed on Administrative Leave With Pay.**

Article 10 - Hours of Work

10.1. Work Year

The work year for unit members on the TK-12, nurse, and ~~S~~-state Pre-K salary schedules consists 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:

1. Three staff development days.
2. 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.
3. One half (.5) day for staff collaboration at the beginning of the work year. See Article 10.9 for process.

4. See Appendix 26 for Grievance Settlement 2024-02 regarding how agendas are set for these days.

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

Grade Level	Minutes
<u>TK</u>	<u>36,000</u>
Kindergarten	36,000
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 8th 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, **Speech and Language Pathologist and Social Worker**, shall have a work year ~~nine ten~~ days longer than the teacher work year (**total of 195 days**).
- 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 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).

10.2.2. 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.

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-three~~ hours per calendar month for the work year for parent teacher student contact and fifteen minutes on one minimum day per week (on weekly minimum day per 10.13).
- 10.2.8.1. Beyond the ~~five-three~~ 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-three~~ 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. 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 10.13 below.
- 10.2.8.4.2. 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).
- 10.2.8.4.3. **The one additional hour may not be used for PD or admin-directed meetings unless necessary to fulfill District or legal mandates. If additional time is needed to fulfill District or legal mandates, unit members shall attend mandatory training and be paid at the extra duty rate or professional growth units (PGUs).**
- 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.
- 10.2.9. Unit members other than TSAs may volunteer for assigned duties beyond the ~~five-three~~ 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-three~~ 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 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 schedules for Counselors, Psychologists, Nurses, Speech and Language Pathologists, and Social Workers shall be approved by the unit member's immediate supervisor.
- 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. 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.

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.

The District shall make every effort to avoid adding students to Transitional Kindergarten classes in excess of their classroom ratio, regardless of the age of the students added, when a class must be split up for lack of substitute coverage.

10.3.2. Secondary Substitute Duty. When Secondary school teachers are assigned for substitute teaching when a regular substitute has not been assigned, they will be paid at their per diem rate for the duration of conference period.

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.

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

10.4.1.2. 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.

10.4.2. 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.

10.4.3. 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.

10.4.4. Professional Development

10.4.4.1. All teachers except for daily substitutes shall be required to attend Professional Development on minimum days twice per month. Other PD sessions will be optional.

10.4.4.2. For members new to teaching, New Teacher PD shall be mandatory for the first semester of their first year.

10.5. Preparation Periods for Elementary Teachers

10.5.1. Preparation period shall be teacher directed time: teachers will have professional discretion concerning duties during this time. Preparation periods shall not be used for meetings, coaching, or any other activities unless explicitly agreed to by the unit member.

10.5.2. Lesson preparation, study, student evaluation, conferences etc., are to be conducted by unit members during staffed and common preparation periods in this section consistent with District grade level unit plan. Unit members shall have the flexibility as to location at the site to perform such functions, provided that this does not interfere with their regularly assigned duties and those of others at the site.

~~10.5.3.~~ Effective in 2024-25, the Employer shall provide each elementary teacher with three (3) ~~five (5)~~ 50-minute preparation periods per week, including a common prep on Wednesdays, 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 (2) two preparation 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 alignment with the Multi-Year Academic Acceleration Plan (MAAP). The common preparation will provide time to carry out professional duties **with grade level teams in-order to collaborate and coordinate the District's academic program.****

10.5.4. Elementary Preparation Periods

10.5.4.1. ~~Effective in 2024-25, t~~The Employer shall provide each elementary teacher with 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 (2) two preparation will be staffed to provide intervention and enhancement opportunities to students as provided herein, and in addition two or three common preps per month on minimum days Wednesdays when Professional Development is optional. The District shall continue to implement interventions and enhancement under the Educational Enhancement/Intervention Program (EEIP) and ensure alignment with the Multi-Year Academic Acceleration Plan (MAAP). The common preparation will provide time to carry out professional duties with grade level teams in order to collaborate and

coordinate the District's academic program. [moved from 10.5.3 currently 10.5.1]

- 10.5.4.2.** 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 will be off duty ten (10) minutes before the end of that workday.
- 10.5.4.3.** All elementary teachers not receiving ~~two-three~~ preparation periods weekly from the third week of school **and two or three common preps per month during the 2023-2024 school year, or three five preparation periods weekly during the 2024-25 2025-26 school year,** shall receive compensation for each preparation period at the teacher's per diem rate.
- 10.5.4.3.1.** 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.
- 10.5.5.** The OEA/OUSD Educational Enhancement/Intervention Program (EEIP) **(preparation teachers)**
- 10.5.5.1.** 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.
- 10.5.5.2.** The objectives of the EEIP are to:
- 10.5.5.2.1.** 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.
- 10.5.5.2.2.** 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.
- 10.5.5.2.3.** 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.
- 10.5.5.2.4.** Ensure alignment of the EEIP with the school site plan and the site budgeting process at each elementary school.

10.5.5.2.5. Ensure effective alignment with elementary school day schedules

10.5.5.2.6. Create flexibility in program implementation to maximize student achievement and the use of District teachers through supplemental instruction in the Arts, Sciences and Technology.

10.5.5.3. Procedure

10.5.5.3.1. The EEIP shall be used to help provide preparation periods as outlined above.

10.5.5.3.2. The site Faculty Council shall make any recommendation regarding the EEIP program annually (by January 31 of each year) to the SSC.

10.5.5.3.3. Any EEIP recommendation shall be reviewed and evaluated as a part of the regular school site planning process.

10.5.5.3.4. The OUSD shall post and recruit teachers in order to be fully staffed by August 1 of each school year.

10.5.5.4. Transition time

10.5.5.4.1. Effective July 1, 2026, the District will make its best efforts to provide transition period of at least six (6) minutes between classes for EEIP teachers.

10.5.5.4.2. Effective June 30, 2027 there must be a transition period of at least six (6) minutes between classes for EEIP teachers.

10.5.6. Secondary Preparation Periods

10.5.6.1. 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. General Provisions

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted by unit members during staffed and common preparation periods in this section consistent with District grade level unit plan. 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 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 three 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; **and** 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 Self Contained Program (SCP) is placed on a District campus, which includes general education classes, preference shall be given to locating the SCP 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 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.

10.10. ~~(deleted)~~

~~Premium Extra Duty Pay Effective January 1, 2022 through October 31, 2022.~~

- ~~10.10.1. Effective January 1, 2022 through October 31, 2022, in addition to the compensation increases outlined in Article 24 (shown above), FTE unit members shall be paid for one hour per month at the Premium Extra Duty Rate (see Appendix 2 below). Unit members shall at their sole discretion determine the schedule and use of this time to:~~
- ~~10.10.2. Extend collaboration time per Article 10.10.9~~
- ~~10.10.3. For additional prep used for cycles of inquiry connected to the Joint Commitment to Student Success (see below);~~
- ~~10.10.4. Peer to peer wellness sessions for social emotional support; and/or~~
- ~~10.10.5. Completion of professional learning from OUSD's Foundation Learning Series which may include live, synchronous or asynchronous sessions.~~
- ~~10.10.6. —~~

10.11. **Shared Commitment to Foundational Learning Series**

The parties agree that Foundational Learning is critical to the growth and development of staff in OUSD. Therefore, the Parties agree to the following guidelines for the implementation of Foundational Professional Learning for Summer and Fall of 2022.

- 10.11.1. All FTE unit members and new hires are encouraged to attend at least two (2) OUSD Foundational Professional Learning sessions during one of the weeks designated for Foundational Professional Learning during the summer.
- 10.11.2. Teachers and other 10 month FTE unit members and new hires shall be paid the ~~Premium~~ Extra Duty rate for participation ~~(see Appendix 2 below \$45.00).~~
- 10.11.3. As a part of the compensation package referenced in Article 24 and Article 10 Section 1 above of this Agreement, all unit members shall complete two sessions of Foundational Learning pertaining to their grade level or area of expertise either during the summer sessions or at another time during the school year by October 31, 2022.
- 10.11.4. In OUSD, we have defined foundational professional learning as the following:
- 10.11.4.1. Anti-Racist Learning; Standards & Equity Institute;
 - 10.11.4.2. Title IX (Sexual Harassment);
 - 10.11.4.3. Suicide Prevention
 - 10.11.4.4. Standards-based instruction focused on English Language Development, English Language Arts, Math, Science, and Music and Arts;
 - 10.11.4.5. Guided Language and Acquisition Design (GLAD);
 - 10.11.4.6. ALLAS;
 - 10.11.4.7. Multi-Tiered Systems of Support;
 - 10.11.4.8. Multi-Sensory Instruction;
 - 10.11.4.9. Universal Design for Learning (UDL);

- 10.11.4.10.** Positive Behavior Interventions and Supports (PBIS);
- 10.11.4.11.** Restorative Justice (RJ);
- 10.11.4.12.** Oakland Educator Teacher Framework (OETF); and
- 10.11.4.13.** Leadership Development.

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:

- Our youngest students develop the literacy skills they need to become lifelong readers, writers, critical thinkers and empowered community members;
- OUSD's middle school students are prepared to thrive in high school; and
- High school students in OUSD complete A-G requirements and are prepared for college, career, and community.

10.12.1. High Quality Equitable and Culturally Relevant Teaching

10.12.1.1.

10.12.1.2. To foster a positive school culture for students, schools will focus on setting expectations and culture the first week of each school year. Transitional Kindergarten and Kindergarten classes shall be teacher directed and focus on setting expectations, routines, and classroom culture for the first 2 weeks of the school year and will also include 1 reset day after each extended break (Fall, Winter, and Spring). The District will adjust pacing to reflect this focus.

10.12.1.3. 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.

10.12.1.4. Unit members will regularly complete:

- 10.12.1.4.1. Student mental health screeners (maximum daily); Transitional Kindergarten and Kindergarten students shall be exempt from any district adopted mental health screeners. Effective July 1, 2026, mental health screeners for TK/K students shall resume.
- 10.12.1.4.2. 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;
- 10.12.1.4.3. Use SEL screener data to monitor priority student groups on a regular basis and plan for interventions; and
- 10.12.1.4.4. Provide necessary referrals to COST or other system of school-level providers to address mental health needs of students identified.

10.12.1.5. 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

10.13.1. Preamble-Incorporated as Background

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.

10.13.2. 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:

10.13.2.1. 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.

10.13.2.2. 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;

10.13.2.3. All general and special education teachers from grades TK-5 shall provide either enrichment or intervention to students.

Article 12 - Newcomer and ELD

12.9.1.1 Due to the unique skill sets of secondary newcomer unit members who have worked in sheltered newcomer programs at least 1 FTE for one calendar school year, for the purposes of 12.9, these unit members may receive comparable privileges if circumstances allow as unit members who experienced a school program/replacement in the event their program is closed or replaced. Impacted and eligible unit members shall especially be given consideration to continue working with newcomer and English Learner populations. OEA and OUSD will meet and confer regarding implementation of this section.

...

12.10.2.1.4. Teaching different levels of **ELD**, PE, or sheltered courses, **but not SEI-coded Newcomer sheltered courses**, does not count as different preparations.

12.10.2.1.7. ~~Effective August 1, 2024, a~~ 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)

12.10.2.1.7.1 Effective August 1, 2026, a secondary ELD Level Course will count as a different preparation (e.g. ELD 1 and ELD 2 will be considered two separate preparations). A secondary ELD Level ELD combination course will count as a single preparation.

Article 15 - Class Size

15.2 Class Size Procedures

...

15.2.4.6 To the extent a student is assigned or enrolled late, transferred out of a unit member's class, or has schedule change, the compensation provided per this section shall be prorated on a per day basis.

~~15.2.4.6 Section 15.2.4 (above) shall sunset effective June 30, 2024 unless a subsequent agreement is reached by the Parties through collective bargaining bargaining.~~

15.4 Categories – Elementary

Effective June 30, 2027, the Employer shall not exceed the following class size maximums.

15.4.1 Elementary Schools - Maximum Class Sizes Base Program

Effective June 30, 2027, the following class size allocations will take effect:

	<u>Base Program</u>	<u>Unduplicated Pupil Percentage in excess of 90%</u>
<u>Kindergarten and Grade 1</u>	<u>24</u>	<u>24</u>
<u>Grades 2-3</u>	<u>29</u>	<u>28</u>
<u>Grades 4-5</u>	<u>30</u>	<u>29</u>

<u>TK/Kindergarten</u>	<u>27</u>
<u>Grades 1-3</u>	<u>30</u>
<u>Grades 4-6</u>	<u>31</u>

15.4.2 Transitional Kindergarten (TK) through Grade 3

Under the current State Local Control Funding Formula (LCFF), school districts must make annual progress toward average class sizes of 24:1 per school site across

grades TK through 3, ~~and must reach that target by 2020-21. Commencing with the 2015-2016 school year, average class sizes across grades TK through 3 shall be 24:1 per school site based on the current 2020-21 LCFF target. Thereafter,~~ Class size for grades TK through 3 may be determined by future state laws and regulations.

~~Effective with the 2016-17 school year, the District shall make every effort regarding staffing and effective allocation of resources in a manner intended to achieve individual class sizes in schools with an unduplicated pupil percentage in excess of ninety (90) which should not exceed the following:~~

~~TK/Kindergarten 24
Grade 1-3 27
Grade 4-5 30~~

~~15.5.2 Effective June 30, 2021, unless otherwise mutually agreed by the parties, the class size maximums in sections 15.4 and 15.5 above shall be reduced by 1 student at all schools beginning with the 2021-22 school year and carrying forward (This provision would increase the reduction to two (2) students, inclusive of 2019-20 school year reduction of 1 student, at schools with 90% or higher unduplicated pupil percentage.)~~

~~a. Elementary Schools - Maximum Class Sizes Base Program Effective June 30, 2021~~

~~TK/Kindergarten 26
Grades 1-3 29
Grades 4-6 30~~

15.4.3 Categories - Secondary Schools - Maximum Class Sizes (Current Contract Language)

15.8 Combination Classes at Elementary Schools

When an elementary school combination class is being established for the start of a school year, the smallest class within the affected grade levels shall be the combination class, unless the teacher of the combination class prefers otherwise.

Effective June 30, 2027, the following provisions shall take effect:

15.8.4 Teachers of combination classes shall receive the agreed upon stipend as defined in Article 24.5.3.

...

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.~~

Effective June 30, 2027, Transitional Kindergarten classes shall be staffed at an adult to

student ratio of 1:10 (See CDE Guidance in Appendix)

Effective July 1, 2025, Transitional Kindergarten classes shall be staffed at an adult to student ratio of 1:10 provided that the adult to student ratio required by the California Department of Education is reduced from 1:12 to 1:10.

Article 17 - Safety

17.1 General

The District and the Association are jointly committed to providing 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. **The District has an affirmative obligation to investigate and address harassment in collaboration with the impacted unit member. Corrective Action taken by the district to address harassment must be reasonably likely to prevent future harassment.**

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 training shall take place on a) one of the three (3) staff development days 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 ongoing 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.

...

17.3 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, **Harassment**, or Threat Against a Unit Member by Students **and Non-Students**, **Whether In-Person or Virtual**

17.4.1 The unit member shall report ~~the~~ **any** incident immediately to the administrator in charge or designee, who shall 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 which may include a request for a meeting, and present it to the site administrator. ~~who will then add their remarks, if any, to the Statement.~~ The site administrator or appropriate manager shall respond within 24 hours or 1 working day following the written statement submitted by the impacted unit member. If the safety issue has not been resolved, the unit member shall notify the site administrator's supervising manager and the Talent division. The Talent Division Office, in conjunction with the supervising manager, shall provide a written response to the unit member within five (5) days from the date of notification of the incident submitted by the unit member.

The unit member and site administrator, in consultation with the union representative, restorative justice department representative, and/or other requested school staff member, 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 along with two (2) additional days 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. When assault, attack, threat, or harassment has occurred, the unit member may request a suspension of all communication with the offending party, which will be implemented by the site administrator.

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.

17.4.5 If it is finally determined that a student caused harm through 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 **Faculty Council** FGs 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 an unauthorized person(s) is 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, asking 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 ~~FG~~ **Faculty Council** 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 ~~FG~~ **Faculty Council** (see 7.2) meet for the purpose of pre-planning and reviewing 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 ~~FG~~ **Faculty Council** not be in agreement on a safety-related topic, the ~~FG~~ **Faculty Council** may appeal the administrator's decision to the Employer Events Safety Council.

...

17.8.6 The Principal/Site Leader, in consultation with the ~~FG~~ **Faculty Council** (see 7.2), shall develop and implement necessary security provisions for night functions, which are approved school activities.

...

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, intercom, or other means of electronic communication with office personnel available to receive calls during the unit member's work day, and

17.11.2 Peepholes or windows in classroom doors to provide visibility into the hallways or outdoor area.

17.11.3 Effective November 1, 2026, the District will ~~make efforts to~~ provide all unit members with keys for bathrooms, classrooms, and all spaces to which they need access in order as needed, to perform their duties.

...

17.15 Teacher Initiated Suspension Form

The OUSD Teacher Initiated Suspension Form shall be found in **Appendix 15 25. (F6)17.15" \s "F6"**
~~16-8~~

...

17.18 Continuation High Schools

1. **The District will make efforts to coordinate student transfers at the start of each marking period to support continuity, while maintaining flexibility for immediate placement as required by law and District requirements.**
2. **The District will review safety considerations regarding student placement. The district will share relevant information with site administrators and staff as required by law. Input from site administrators and staff will be considered based on feasibility and legal and practical considerations; final placement decisions remain the responsibility of District administration to ensure student safety and timely enrollment.**
3. **Prior to the student's arrival, the District will ensure that all legally required and relevant student information (including safety risks, IEP, and service needs) is shared with site administrators and other staff, in accordance with FERPA, Education Code §49076, and District policy.**

Article 21.1 (SPED General Provisions)

21.1 General Provisions

21.1.6 Nurses, psychologists, counselors, teachers of the visually impaired, **Speech-Language Pathologists (SLPs)-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 **for FERPA compliant storage of student records, and consistent access to a functional printer and printer paper.**, ~~wherever possible.~~ These spaces may be shared with other certificated unit members **subject to FERPA.**

Article 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 **soft cap** ratio of **450:1 effective July 1, 2026**, ~~550:1 (effective July 1, 2019)~~ and ~~500:1 (effective July 1, 2020)~~. **If any counselor's caseload exceeds the ratio, the District and the Union will meet and confer to establish a payment formula. In no case will any counselor's caseload exceed 500:1.**

...

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 **soft cap** ratio greater than **450:1** ~~600:1 (effective July 1, 2019)~~ and ~~550:1 (effective July 1, 2020)~~

...

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 **soft cap** ratio of **450:1** ~~600:1 (effective F1, 2019)~~ and ~~550:1 (effective July 1, 2020)~~, will be offered positions in the classroom by the Employer.

Article 21.3 - Coaches

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.

Unit members shall be given hiring preference over outside contractors for athletic coach assignments consistent with California Education Code § 44919(b).

Article 21.6 - VAPA

21.6.4 Elementary VAPA

Effective with the ~~2023-24~~ **2026-27** 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. **Budget allocations, including the total amount and any spending guidelines, will be communicated to VAPA teachers upon request, no later than two weeks before the start of the new school year, if feasible, to allow for adequate planning and purchasing of supplies.**

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~~ **2026-27** 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. **Budget allocations, including the total amount and any spending guidelines, will be communicated to VAPA teachers upon request, no later than two weeks before the start of the new school year, if feasible, to allow for adequate planning and purchasing of supplies.**
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

21.6.6 VAPA teachers will have reasonable access to relevant information for all students they teach (e.g. Aeries access, parentsquare/parent communication platform, IEP/504s, behavior plans, safety plans) as well as all school site materials for every school they cover (e.g. staff handbook, email/staff communications, emergency information, keys to classroom and bathrooms).This

access shall be subject to District policies regarding privacy and availability of Materials.

Article 21.8 - Teacher Librarians

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, Teacher Librarians shall not be assigned duties (e.g.: substituting) that are not in their general job description.

21.8.1 Effective in ~~2024-25~~ **2026-27** the District shall provide 4.0 FTE **full-time** Teacher Librarians to the High School Network **with a single site assignment.**

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.

21.8.4 The District shall commit to providing all students access to up-to-date, culturally relevant, and linguistically diverse library collections. All school libraries shall receive an annual allotment of \$7 (seven) per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals, and technology.

Article 21.9-21.15 - Special Education

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. **Similar to Article 21.11.5, the Special Education Executive Director or designee will review on a quarterly basis nurse caseloads and make adjustments to ensure they are equitable; taking into account the number of students, number of assigned schools, and identified needs on student IEP's.** 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 the Early Childhood Diagnostic Centers. After the 2024-25 school year, the maintenance of the additional nurse FTE shall be subject to available funding.

1. 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.
2. **If a credentialed school nurse has a concern that a factor of their workload is impacting their work, the unit member shall complete the Workload Support Form, and an appropriate department administrator shall meet with the unit member within (15) calendar days from receipt of the form to problem-solve. If this meeting does not resolve the concern, and may request to bring their concern to the next regularly-scheduled Nurse Faculty Council for further discussion.**
3. 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.

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.

1. During scheduled record-keeping time, students will be seen only in cases of emergency.
2. 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.
3. The nurse's weekly schedule shall be available to the staff and families at each school site.
4. **Fluctuations may occur due to acuity.**

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 (See Appendix).

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.

21.9.7.1 If a nurse is over caseload, **the District shall be responsible for calculating caseload overages for school nurses. The caseload shall be determined using the official enrollment figures at each of the school nurse's assigned sites as reported in the District's centralized student information system on the first instructional day of each month, and overages shall be calculated in accordance with the formula outlined below. School nurses shall not be required to track or report daily attendance for the purpose of determining caseload overages. The District shall provide each nurse with reports reflecting enrollment and the applicable overages.** The nurse shall be paid according to the following formula **starting the 2025-2026** school year:

- The individual nurse's **daily** rate
- Divided by 1350 multiplied by the number of students **enrolled** over 1350+
- Multiplied by the number of days over
- The parties shall negotiate an increase to the overage pay for the subsequent years of the contract.

21.9.7.2 **By April 1st of each year, nurses will have the opportunity to provide feedback on their site assignments for the coming year by completing a survey. District shall use this feedback as one factor when determining assignments. By May 1st, Health Services leadership will notify nurses 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, nurses shall receive** their tentative initial assignment/caseload for the subsequent school year.

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21.10 Psychologists

~~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.~~

21.10.21 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.

21.10.2 In an effort to balance the workload of Psychologists placed at school sites who historically have completed a significantly higher number of full initial and

triennial assessments, a total enrollment multiplier will be utilized to balance their caseload assignments. The multiplier shall be calculated as follows:

- 1. Site with 0-18% students receiving Special Education services: No equity multiplier**
- 2. Site with 18-22% students receiving Special Education services: Enrollment x.05 (e.g. Sankofa: 184 x 1.05 = 193)**
- 3. Site with 22.1%+: Enrollment x .1 (e.g. MLK: 325 enrollment x 1.1 = 358)**

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 to cover sites where there is a vacancy due to extended leave of thirty (30) days or 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. **The** District shall use this feedback when determining assignments. By April 15, Special Education leadership will notify psychologists who are expected to have a change, **including any known additions to,** 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....

21.11 Speech and Language Pathologist Specialists (SLP)

21.11.1 SLPs 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 SLPs shall be consistent with state law.

21.11.4 ~~SLP-Joint~~ **Special Education** Committee provisions of Section 16.4~~3~~ 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.

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21.13 Self-Contained Program Teachers (SCP)

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21.13.1.2 Educators may request Technical Assistance support designing or adjusting an equitable blended/learning center model by submitting a request to OEA Special Education representatives for inclusion on the next regularly-scheduled Special Education Joint Committee agenda (see Article 16).

21.14 Resource Specialists (RS)

[placement and numbering to be determined during contract integration]

21.14 In order to increase and improve opportunities for students with IEPs to access general education classrooms, the district agrees to define what it means to have a blended RS / SCP workload. These individuals are designated at the discretion of the Executive Director of Special Education based on limited and unique programmatic needs.

21.14.1 A blended/learning center model shall be defined as a program design in which Special Educators collaboratively serve all enrolled students who have mild-moderate disability impacts and who may need between 0-80% of their instructional time in a separate, special education program. Blended/learning center caseloads shall have a soft cap of 18 students and a hard cap of 22 students. Blended/learning center teachers must teach a combination of regular setting SAI and core content replacement courses. In no case shall the caseloads at a campus with a blended/learning center model be composed of more than 40% students whose IEPs require separate setting for the majority of their instructional week

21.14.2 If an educator supporting students in a blended/learning center model believes that the acuity of their caseload is disproportionately high, the workload provisions of Article 21.XX shall apply to request additional support.

21.14.3 Educators may request Technical Assistance support designing or adjusting an equitable blended/learning center model by submitting a request to OEA Special Education representatives for inclusion on the next regularly-scheduled Special Education Joint Committee agenda.

21.15 Equitable Workload Pilot

~~21.15.5.1.2 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.

~~21.15.1.3 Resource Specialists shall hold case management responsibilities as outlined in the Appendix section of this Agreement. When a Resource Specialist~~ **Special Education OEA Unit Member** reaches the **caseload** 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.

21.15.1.4 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.

...

21.15.2.4 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.

- 21.15.2.4.1 The District **and OEA** shall **mutually agree upon** ~~create~~ one worksheet for self-contained teachers, one worksheet for resource specialists, one worksheet for Early Childhood Education Special Education Teachers, 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 worksheets and any changes to the worksheets will be made available to the OEA/OUSD Joint Special Education Committee.~~ The District will maintain the worksheets in a location accessible to Special Educators.
- 21.15.2.4.2 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:
- 21.15.2.4.2.1 The provision of additional support staff time to assist with service delivery;
- 21.15.2.4.2.2 Additional paid planning and case management time at per diem rate;
- 21.15.2.4.2.3 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;
- 21.15.2.4.2.4 Identification and allocation of school or other environmental resources;
- 21.15.2.4.2.5 Service scheduling support for implementing Specialized Academic Instruction (SAI) or Individual and Small Group Instruction (ISGI) equitably;
- 21.15.2.4.2.6 Support scheduling IEPs and preparing notices of meeting.
- 21.15.2.4.3 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.
- 21.15.2.4.4 If the issue is not resolved, the issue shall be appealed to the LMER. 21.15.2.5 Effectiveness of this pilot shall be discussed at regular intervals in the Joint Special Education Committee. The unit members who complete the workload model worksheet will be provided with an opportunity to give feedback, which shall be aggregated and shared with the Joint Special Education Committee **as part of the data report in 21.15.3 annually**.
- 21.15.3 As a part of the Workload Model Pilot, a monthly written data report will be provided to the Joint Special Education Committee at least twice per year. The report will include the class sizes/caseloads, a **qualitative and quantitative** summary of the workload worksheet submissions and actions and/or remedies agreed and taken.

21.15.4 Sunset or Pilot Discontinuation

Negotiations regarding extension and implementation of the workload model pilot beyond the **2025-26 2028-29** school year shall reopen no later than December 1, **20285**. The new section above (Pilot Program) shall sunset effective June 30, **20296** 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.

21.23 Social Workers

~~21.23 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. Effective beginning in the 2025-2026 school year, the district will continue to hold quarterly meetings with Social Work representatives to develop and maintain systems of support and professional learning for Social Workers in OUSD.

Article 21.18 - Substitutes

21.18.5.3 A detailed list of the daily substitute's duties and job description shall be included in the Employer's substitute handbook available electronically that will be given to each substitute at the beginning of the school year. **Additionally, all substitute teachers shall be provided with appropriate materials, including information about the school, emergency drills and rosters, IEP at-a-glance or 504 information about students, digital teaching resources, and classroom and bathroom keys necessary to perform their duties.**

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21.18.10 Substitute Teacher Incentive Plan

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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 ~~six (6)~~ **seven (7)** 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.

Article 21.22 - Newcomer Supports

[note: the Union has removed District-proposed language from the preamble, 21.22.1 and 21.22.8, in order to show only changes against current contract acceptable to the Union.]

21.22.1 Beginning with the ~~2026-27~~ 2019-20 school year, schools with ~~35~~ 40 or more newcomer students shall be **allocated 0.5 FTE.**

21.22.2. Schools with 90 or more newcomer students shall be allocated 1.0 FTE.

21.22.2.3 ~~The District will make every effort to achieve the above staffing effective July 1, 2024.~~

21.22.3 Site newcomer counts at elementary sites shall be based on the prior year's count of newcomers or 3-year averages, whichever is higher.

21.22.4 Site newcomer counts at secondary sites shall be based on projections, **plus N4's who have not reclassified as English proficient.**

21.22.5 OUSD and OEA shall ~~establish a~~ **maintain a** committee with equal membership from both parties, **effective August 15th, 2023** to jointly review how to best support Newcomers and **make recommendations to 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. ~~The District agrees to extend the Newcomer Committee until June 30, 2026. Beginning in the 2024-25 school year, t~~**The** committee shall meet monthly.

21.22.6 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.

~~21.22.7 During the 2024-2025 school year, the Newcomer Committee will conduct a joint review of school site use of targeted funds used to support Newcomer students (i.e. the Equity Multiplier funds) and develop recommended best practices for the 2025-26 school year. The joint review may include release time for Newcomer Committee members to conduct site visits for the purpose of data collection and feedback to support the Committee's recommendations.~~

21.22.7 During the 2026-2027 school year, the Newcomer and Language Programs Committee ~~will~~ **may** conduct a joint review of potential approaches to secondary language support programs to better integrate Newcomer students into academic learning. ~~of the possibility of building a secondary (6-12) dual language immersion program (that supports the integration of Newcomers into content learning in their home language) and formal developmental bilingual SEI classes in newcomer programs in OUSD~~ **and present their findings and recommendations to the School Board by May of 2027 for consideration.**

21.22.7.1 The committee may develop recommendations for new and existing funding sources that may be used in newcomer programs and for the integration and mainstreaming of newcomers and former newcomers.

21.22.8 Consistent with board policy, the district shall maintain funding for FTE for both late arriving newcomers and ELD electives at secondary sites with newcomer programs.

Early Elementary, ECE SPED

Article 21.24

Early Childhood Education Special Education

...

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

Program	Caseload	Standard Ratio
Mild-Moderate	10	~~4:6~~ 1:5
Moderate	10	1:5
Moderate-Extensive	8	1:3
ECSE Itinerant Teacher	16	n/a

...

21.24.4.6 ECSE Itinerant Teacher

21.24.4.6.1 ECSE Itinerant Teachers shall serve an assigned caseload of students who participate in an Early Childhood or Transitional Kindergarten general education classroom setting for at least half of their regular school day or more.

21.24.4.6.2 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 and shall have access to a copy machine and printer at each of their assigned sites.

21.24.4.6.3 The ECSE Itinerant teacher shall not serve students without an IEP.

Article 21.25 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.~~

It shall be the function of this committee to facilitate a culture of collaborative problem-solving between OEA unit members and OUSD Staff in order to identify and discuss opportunities and challenges specific to serving TK/K students in OUSD.

The district shall notify OEA, no later than the 10th day of instruction of each year, which OUSD staff will be the primary contact for the committee and provide two weeks' notice of any personnel changes made. **Committee members will strive to maintain the involvement of key department coordinators which are essential to the functioning of the committee.** To the extent available, the district will also provide the up-to-date contact information for the OUSD staff that is in charge of the following topics for TK and Kindergarten; enrollment, facilities, curriculum, SPED, MTSS, and nutrition.

21.25.1 Extended Work Time

No early elementary teacher shall be required to hold a “meet the teacher” or orientation day. Upon agreement of the principal, the member shall be paid at their extra duty rate for any “meet the teacher” or “orientation” day, and preparation for that day, before the start of the instructional year.

21.25.2 Curriculum and Instructional Minutes

21.25.2.1. In reference to section 10.12.1.1 “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”. Transitional Kindergarten and Kindergarten classes shall be teacher directed and focus on setting expectations, routines, and classroom culture for the first 2 weeks of the school year, and will also include ~~4~~ **2** reset days after each extended break (Fall, Winter, and Spring). The district will adjust pacing guides and assessment calendars to reflect this focus.

21.25.3 Assessment

21.25.3.1 Transitional Kindergarten through Kindergarten teachers will receive 90 minutes during the work day per trimester in order to administer one-on-one assessments.

21.25.3.2 Transitional Kindergarten Teachers shall receive release from site PD once per trimester in order to input, categorize, and rate data collected.

21.25.4 SEL and MTSS

In reference to section:

10.12.1.4 Transitional Kindergarten and Kindergarten students shall be exempt from any district adopted mental health screeners. Effective July 1, 2026 2027, mental health screeners for TK/K students shall resume. The Joint OEA/USD ~~Early Childhood TK/K~~ Committee shall make recommendations on appropriate screeners.

21.25.5 Facilities and Student Supports

21.25.9.1 The district shall work with school site administrators to create a written plan **to allocate resources for how** to support students who have a bathroom accident or are not potty trained at school. This plan shall be provided to all early elementary teachers prior to the 10th day of each school year.

21.25.6 Class Size and Ratios

21.25.6.1 In reference to section 10.3.1 The District shall make every effort to avoid adding students to Transitional Kindergarten classes in excess of their classroom ratio, regardless of the age of the students added, when a class must be split up for lack of substitute coverage.

~~**21.25.6.2 Effective July 1, 2025, Article 15.4.1 for transitional kindergarten shall include adult to student ratio of 1:10 provided that the adult to student ratio required by the department of education is reduced from 1:12 to 1:10. [Note: removing because language is duplicated in 15.11; Union is making a proposal on 15.11 in its Article 15 proposal]**~~

21.25.7 Universal TK Roll Out (Enrollment and Class Assignments)

21.25.7.1 The district and the union shall collaborate towards an equitable roll out of transitional kindergarten programs and work toward high quality TK programs. This includes site based and hub based programs.

21.25.8 Collaboration Time with Tutors, Paras, and Support Staff

21.25.8.1 Effective June 30, 2027, and subject to negotiations with the unions representing the applicable support staff, the District shall make every effort to ensure that Transitional Kindergarten teachers have all their para/tutor/support staff available for a minimum of one preparation period each week, while ensuring that any staffed prep periods still maintain the required adult to student ratios.

21.25.9 Early Elementary Staffing Support

During the 2026-27 school year the joint TK/K committee will create a staffing support model where additional staff are assigned to classrooms based on the level of needs as measured by a rubric, and will present the model to the District for a potential pilot program.

Article 21.26 ECE TSA (TA)

21.26 ECE Teachers on Special Assignment (TSA)

21.26.1 The District will aim to arrange schedules of ECE TSAs who are assigned to more than one school to reduce nonessential inter-school travel.

Article 24 - Compensation

ARTICLE 24 - COMPENSATION

24.1 Compensation by Fiscal Year

24.1.1 - Salary Schedule Increase for 2025-2026

24.1.1.1

Effective ~~November 1, 2022~~ all salary schedules for unit members shall be ~~increased by 10% - July 1, 2025,~~ the salary schedule increases reflected in Appendix 1A will take effect.

[4% for “1-23”, 7% for top step]

- ~~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. Unit members are eligible for payments in section 1 and 2 above if employed by the District as of May 22, 2023.~~
- ~~4. Salary Schedule Adjustment: Effective July 1, 2023, salary schedules shall be collapsed and increased as shown in Attachment A- Salary Schedules (below).~~
- ~~5. 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)~~
- ~~6. Effective the first day of instruction for the 2024-25 school year, the extra duty rate (Extended Contracts) shall be \$47.50. [must be kept, Union and District are proposing changes to the rate, Union also proposes to determine final placement during integration, see below]~~
- ~~7. When determined necessary by the appropriate supervisor and subject to the prior written approval of the appropriate social worker supervisor or the Executive Director of Special Education, Specialists (Psychologists, SLPs, Nurses, Social Workers) and Special Education teachers who are performing duties beyond their work day shall be compensated as follows:~~
 - ~~—1. At the extra duty rate for planning and professional development~~

- ~~— 2. At their per diem rate for time working directly with students and families, report writing, or IEP meeting participation. [moved to 24.5.2.7]~~
- ~~8. Special Education Payment: by June 30, 2025 Special Education Teachers with clear or preliminary SPED credentials shall receive a one-time off-schedule payment of \$2000.~~
- ~~9. Psychologists & Speech and Language Pathologists: Unit members who are on the psychologist/SLP salary schedule who hold a doctorate or equivalent (BA+90 units) shall receive a one-time off-schedule retention bonus of \$1,800 by June 30, 2025.~~
- ~~10. Effective November 1, 2024 Early Childhood Educators also designated as teacher in charge shall receive an annual stipend of \$2,100 at centers with 5 or more teachers and \$1,250 at centers with less than 5 teachers. [moved to 24.5.4 and stipend list, Appendix 2]~~
- ~~11. Effective November 1, 2024 Early Childhood Educators who open or close shall receive a stipend of \$2,000 per year. [moved to 24.5.4 and stipend list, Appendix 2]~~

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. [Union proposes to determine placement during contract integration]~~
- ~~3. The per diem rate shall be calculated at 7 hours for secondary teachers on the TK-12 salary schedule. [Union proposes to determine placement during contract integration]~~
- ~~4. The Adult Ed hourly rate will continue to consist of the TK-12 Teacher Daily Rate divided by 6. [moved to 24.4]~~
- ~~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. [moved to 24.4]~~
- ~~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. [moved to 24.4]~~
- ~~8. Effective November 1, 2024 \$2,080 shall be added to every cell of the CDC 208 day salary schedule.~~
- ~~9. Effective November 1, 2024 \$1,860 shall be added to every cell of the State Pre-K 186 day salary schedule.~~

24.1.2 - Salary Schedule Increase for 2026-2027

24.1.2.1 Raises for members other than School Psychologists, Speech and Language Pathologists, and Social Workers

- a. **Effective July 1, 2026 the salary schedule increases reflected in Appendix 1B will take effect.**
[3% for “1-23”, 2% for top step]
- b. **Effective Jun 30, 2027 the salary schedule increases reflected in Appendix 1C will take effect.**
[4% for “1-23”, 4% for top step]

24.1.2.2 Creation of Credentialed SPED Salary Schedule

- a. **Effective January 1, 2027, OEA unit members with preliminary or clear special education credentials, who are assigned to teach a special education classroom will receive 4% differential pay (to be determined through advisory consultation with STRS)**

24.1.2.3 Effective January 1, 2027 the following schedules will be increased by an additional 4% as reflected in Appendix 1B:

- **School Nurse, 186 Day**
- **State PreK, 186 Day**
- **CDC, 208 Day**

24.1.2.4 School Psychologist and Speech and Language Pathologist schedules will be updated to reflect the changes in Appendix 1B.

24.1.2.5 Effective January 1, 2027 All Social Workers will be moved to the new (24.1.2.4) School Psychologist and Speech and Language Pathologist schedule in Appendix 1B. Social Workers currently on Step 15 or above will be moved to Step 15 of the School Psychologist and Speech and Language pathologist schedule.

24.1.2.6 PK-3 Credentialed Teachers

Effective July 1, 2026, any bargaining unit member who holds a valid PK–3 Credential shall be placed on the appropriate TK–12 certificated salary schedule, regardless of the grade level or program (PK–3) in which they are assigned.

- a. **Salary placement pursuant to this provision shall occur upon verification of the PK–3 Credential and shall not be contingent upon assignment to a specific grade level within the PK–3 continuum.**
- b. **Effective July 1, 2026, placement on the TK–12 salary schedule for PK–3 credentialed employees shall be based on the employee’s assigned work year:**
 - i. **State Pre-K teachers assigned to a 186-day work year shall be placed on the 186-day 10 month TK–12 salary schedule.**
 - ii. **Child Development Center (CDC) teachers assigned to the 208-day work year shall be placed on a new 208-day TK–12 salary schedule (Appendix 1B).**

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. 1.~~ 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 time off schedule payment of \$1,000 at the end of the school year(s).~~
- ~~4. 2.~~ Retired OUSD teachers working as substitutes shall be paid step 13 column 1 of the TK-12 10-month salary schedule.

24.1.4 Bilingual Education

24.1.4.1 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.

24.1.4.2 Dual Language Program Stipend

Effective July 1, 2023, all the 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 member classification.

24.2 General Provisions for Placement on Teachers Salary Schedule

24.2.1 *Registration of Credentials*

24.2.1.1 The Education Code provides that no person shall be paid for services in a position requiring certification qualifications until the credential has been registered with the County Superintendent of Schools.

24.2.1.2 It is required that certificated unit members shall have on file in the Human Resources Services and Support copies of the credentials authorizing the services, subjects or grades they are teaching. The County Superintendent of Schools issues copies upon the receipt of the unit member's credential in that office.

24.2.2 Salary warrants shall be issued on the last working day of each month, as specified in Education Code section 45048.

24.2.3 All unit members will be paid in accordance with the appropriate salary found in the Appendices. (See Appendix 1.) ~~Effective July 1, 2015, all Adult Education unit members will be paid in accordance with the "Salary Schedule Adult Contract Teachers" schedules. (See Appendix 1.4)~~

24.2.4 *Step Increase Requirements*

24.2.4.1 Initial Placement: Credit for service shall be allowed on the Salary Schedule at the rate of one increment (step) for one year of certificated teaching service, up to a maximum of ~~twelve (12)~~ **twenty (20)** increments.

24.2.4.2 All current District employees hired as an Adult Education unit members shall be placed at a step above and closest to the employees current pay rate. Adult Education unit members who are hired from outside the District shall be placed according to their experience as per 24.2.4.1

24.2.4.3 All unit members shall advance one step on the salary schedule for each year of service in the District except those whose placement is at the maximum step for their class.

24.2.4.4 Unit members must work seventy-five (75%) of the regular full-time days that school is in session in order to have the year count as a year of experience on the Salary Schedule. Adult Education unit members must work seventy-five (75%) of the full-time equivalent hours in order to have the year count as a year of experience on the salary schedule.

24.2.4.5 Unit members participating in a shared teaching assignment for less than 75% of the regular full-time days that school is in session shall receive credit for a year of experience on the Salary Schedule for each two (2) years in which they participate in such an assignment. Adult Education unit members working less than seventy-five percent (75%), but more than thirty-eight percent (38%) of the full-time equivalent hours shall receive credit for a year of experience on the salary schedule for each two (2) years of service below seventy-five (75%).

24.2.5 Upon application for initial employment, a unit member may be granted salary schedule credit, at the discretion of the Director of Human Resources for previous non-teaching experience. The fully verified non-certificated paid service must be deemed by the Employer to be in a shortage field and be directly related to the certificated assignment.

24.2.5.1 Credit will be evaluated on the basis of one (1) step for each two (2) years of acceptable experience within the past ten years. Outside experience credit that is granted is limited to a maximum of five (5) years on the salary schedule.

24.2.5.2 The Employer's decision in granting said non-teaching experience shall be made prior to the candidate's employment. Subsequently, a unit member may apply to the Director of Human Resources for additional non-teaching experience credit within the time frames identified herein.

24.2.6 A teaching assignment in the Peace Corps or Vista shall receive year-for-year credit for such service on the salary schedule up to a maximum of five (5) steps. Requests will be reviewed by the Director of Human Resources, who will determine if the experience will receive credit. Active military service will be credited according to the following table:

2-3 years	1 step
4-5 years	2 steps
6-7 years	3 steps
8-9 years	4 steps
10+ years	5 steps

24.3 Column Requirement **and Salary Provisions**

24.3.1 Requirement for Initial Placement on Salary Schedule

~~24.3.1~~ **24.3.1.1** All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit members. All transcript verifications must be received within sixty (60) days of the signing of the unit member's initial contract.

~~24.3.1.1~~ **24.3.1.2** Earned degrees received and semester units earned at an accredited college or university shall be allowed for initial placement and subsequent horizontal movement on the Salary Schedule.

24.3.2 Column Advancement

~~24.3.2~~ **24.3.2.1** Units offered to meet requirements for advancement to Columns 2-6 must be completed in an accredited college or university that offers a degree beyond BA.

~~24.3.2.1~~ **24.3.2.2** Transcripts must be official and bear the Registrar's seal and signature. All work submitted for salary class advancement must carry upper division and graduate credit. Graduate credit is established by the institution offering the work and is validated by an official transcript.

~~24.3.3~~ **24.3.2.3** Graduate and upper division semester hours (units) as defined by the particular accredited college, University or institution will be acceptable for placement and/or advancement on the salary schedule. Graduate and upper division quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

~~24.3.3.1~~ **24.3.2.4** Lower division courses taken after the BA is earned and taken at accredited institutions, as stated above, may be accepted for Salary Schedule credit if approved in advance by the Director of Human Resources. The approval shall be on the basis that such hours are in courses, which pertain to/or may be reasonably expected to enhance the work skills of the unit member.

~~24.3.3.3~~ **24.3.2.5** Effective January 1, 2025, unit members who teach transitional kindergarten who complete the ECE unit requirements shall be able to submit their transcripts for the units to be eligible for column advancement. This shall be true for all ECE course work done after a unit member has completed their bachelor's degree, regardless of if the units themselves are considered post-BA, up to a maximum of 24 units. Unit members shall submit their transcripts, subject to the approval of the Talent division.

~~24.3.4~~ **24.3.2.6** Equivalency units in the form of travel, foreign study, authorship, special experiences, related summer work experience and other activities, which can be considered as related to the teaching assignment, shall be considered.

~~24.3.4.1~~ **24.3.2.6.1** Maximum – Thirty (30) equivalent units is the maximum allowed between Column 1 and the doctoral equivalency. The acceptability of all equivalent units referenced in this section shall require the approval of the Director of Human Resources before the activity is undertaken.

~~24.3.4.2~~ **24.3.2.6.2** Travel – Equivalency credit may be granted for planned and specific travel that is related to the unit member's assignment. Such travel would be preceded by study, would feature an educational itinerary, and would be followed by direct and obvious classroom applications. The plan of travel must be approved in advance by the Director of Human Resources. Upon return or before the third Friday in November, the Post Educational Travel form must be completed before credit will be granted. Approved travel shall be evaluated at the rate of one (1) unit per week for foreign travel and one-half (1/2) unit per week for domestic travel. Trips of less than three (3) weeks' duration shall not be considered. The maximum credit for travel in one summer is six units and the total maximum is twelve (12) units.

~~24.3.4.2.1~~ **24.3.2.6.2.1** Ordinarily no equivalency credit is allowed for prior travel. In exceptional cases, where there has been extensive travel having a direct relationship to the teaching assignment, the teacher may apply to the Director of Human Resources for a special evaluation. Credit is not granted for travel experience acquired before the Baccalaureate Degree.

~~24.3.4.3~~ **24.3.2.6.3** Related Summer Work Experience – Unit members may be given credit for work experience during the summer if the work is related to their assignment.

~~24.3.4.4~~ **24.3.2.6.4** Workshop, private study and work at specialized schools such as art, business, and music will be evaluated by the Director of Human Resources. Any credit value for the work will be calculated on the following basis:

- University lecture rate
15 hours, including preparation time = 1 unit
- Laboratory work
30 hours, including preparation time = 1 unit
- Studio work
45 hours, including preparation time = 1 unit

~~24.3.4.5~~ **24.3.2.6.5** District in-service training units will be calculated at a rate of one (1) unit for each fifteen (15) hours of approved in-service training participating and usual prep time.

~~24.3.5~~ **24.3.2.7** In order to advance to a higher column for the full year, the unit member must file any materials for upgrading according to the following schedule:

<u>Assignment Type</u>	<u>Material Filing Date</u>
10 months	Third Friday - Nov.
11 months	Third Friday - Oct.
12 months	Third Friday - Sept.
Year-Round School	Third Friday - Sept.

~~24.3.6~~ **24.3.2.8** In order to advance to a higher column beginning the second semester, credit must be earned and courses completed before the first school day of the second semester. Materials must be submitted by the following schedule:

<u>Assignment Type</u>	<u>Material Filing Date</u>
10 months	Third Friday - April
11 months	Third Friday - March
12 months	Third Friday - Feb.
Year-Round School	Third Friday - Feb.

~~24.3.7~~ **24.3.2.9** A Unit member who has completed requirements for advancing to a higher column prior to these dates but, because of circumstances beyond their control is unable to present evidence to this effect, shall be reclassified for either the Fall or Spring Semester, whichever is relevant, and retroactive salary shall be allowed when the unit member presents proper verification of successful completion of requirements.

~~24.4~~ — Anniversary Increments

~~An additional amount will be added to the basic salary as provided in the salary schedule to an employee after twenty or twenty-five years of creditable service in Oakland. Creditable service shall be defined as the total number of full years of outside experience granted at the time of employment plus the total number of years served in Oakland since first employment in the District. An employee who has completed twenty or twenty-five years of creditable service shall notify the Human Resources Services and Support of their eligibility by completing forms provided for this purpose by the Human Resources Services and Support.~~

24.4 Calculations on Relationships Between Salary Schedules

24.4.1 The Adult Ed hourly rate will continue to consist of the TK-12 Teacher Daily Rate divided by 6. [moved from 24.1.2.4]

24.4.2 The counselor salary schedule is based on the TK-12 schedule plus ten days at the per diem rate. [moved from 24.1.2.6]

24.4.3 The TSA salary schedules are based on the TK-12 schedule plus 10% for 11 month TSAs and plus 20% for 12 month TSAs.[moved from 24.1.2.7]

24.4.4 Effective July 1, 2026, the TK-12 208 day schedule (for PK-3 Credentialed teachers teaching at CDCs) will be based on the TK-12 186 day schedule plus 22 days at the per diem rate.

24.4.5 Effective July 1, 2026 OEA unit members with preliminary or clear special education credentials will be placed on a new 10-month SPED Salary Schedule in which all cells are 5% greater than the TK-12 10-month salary schedule. There will also be a new 11-month SPED Salary Schedule in which all cells are 5% greater than the TK-12 11-month salary schedule.

24.4.6 Effective July 1, 2026 Social Workers, School Psychologists and Speech and Language Pathologists shall all be on a unified salary schedule as described in Appendix A2cb.

[24.X The following four sections will be maintained, with language placement to be determined by mutual agreement during the contract integration process (note the Union and District have not yet agreed on the new value of the extra duty rate):]

24.1.2.5.3 The **July 1, 2023** salary increase 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).

24.1.1.1.6 Effective the first day of instruction for the ~~2024-25~~ **2026-27** school year, the extra duty rate (Extended Contracts) shall be ~~\$47.50~~ **equivalent to 90% of the hourly rate of Step 1 Column 1 of the 10 month TK-12 Salary Schedule.**

24.1.2.2 The per diem rate shall be calculated at 6 hours and 45 minutes for Elementary school teachers on the TK-12 salary schedule.

24.1.2.3 The per diem rate shall be calculated at 7 hours for secondary teachers on the TK-12 salary schedule.

24.5 Special Rates for Certain Unit Members

24.5.1 Stipends

- 24.5.1.1** Assignment to a position that qualifies for payment of a stipend shall be for one year only. If the position continues beyond one year, non- reassignment shall be for good cause only.
- 24.5.1.2** Positions in this category are Teachers on Special Assignment, Senior High School Department Heads, including Librarians and Head Counselors, Head Teachers, Audiometrists, ROTC instructors, and yearbook supervision.
- 24.5.1.3** Authorization for payment of such stipends shall automatically terminate at the expiration of that year, unless the unit member is notified, to the contrary by the Board of Education or its authorized representative.

24.5.2 Other Stipends and Rates

24.5.2.1 Substitute Coverage

24.5.2.1.1 Elementary teachers not receiving their preparation periods shall be paid their hourly per diem rate. When secondary teachers must cover a class during their conference period, they shall be paid at their per diem rate for the duration of the conference period.

24.5.2.1.2 When teachers provide substitute coverage to parts of classes for which substitutes are not provided, unit members shall be compensated at the rate of \$15 per student.

24.5.2.2 Use of Regular Classroom Teachers for Preparation Period Substitute

24.5.2.2.1 When the regular classroom teachers must cover the preparation period because no substitute has been provided, under circumstances where a substitute is normally authorized, the unit member will be paid per period as provided in the salary schedule.

24.5.2.2.2 In order for the regular classroom teacher to receive payment for preparation period substitute duty, the teacher is required to work 50 minutes on one day during the same calendar month or within a month of the day of service. This work must be accomplished and approved before or after school hours at the school site by the Principal/Site Leader.

24.5.2.3 Use of Conference Period for Substitute Duty at Secondary Level

24.5.2.3.1 When a regular substitute has not been assigned from the Employer, secondary school unit members shall be paid per period as provided in the salary schedule for each conference period used for substitute teaching under circumstances where a regular substitute is normally so assigned, and when such unit members remain on duty in the school after regular working hours for an amount of time equivalent to the substitute service time on any day during the same calendar month of the day of services.

24.5.2.4 Unit members who teach an additional regular on-going teaching assignment beyond their regular assignment for grades 6-12, will receive pro-rata salary schedule pay.

24.5.2.5 National Board Certification Stipend

24.5.2.5.1 National Board Certification \$1,000 per year, from Measure E

24.5.2.6 Extended Contract Rate for Special Education Specialists and Teachers: [moved from 24.1.2.7 - district proposal was for keeping this language, but as 24.1.6 which is double numbering]

24.5.2.6.1 When determined necessary by the appropriate supervisor and subject to the prior written approval of the appropriate social worker supervisor or the Executive Director of Special Education, Specialists (Psychologists, SLPs, Nurses, Social Workers) and Special Education teachers who are performing duties beyond their workday shall be compensated as follows:

1. At the extra duty rate for planning and professional development
2. At their per diem rate for time working directly with students and families, report writing, or IEP meeting participation.

24.5.3 Effective June 30, 2027, teachers of combination classes will receive an annual stipend of \$1500.

24.5.4 ECE Stipends

24.5.5.1 Early Childhood Educators also designated as teacher-in-charge shall receive an annual stipend of \$2,100 at centers with 5 or more teachers and \$1,250 at centers with less than 5 teachers.

24.5.5.2 Early Childhood Educators who open or close shall receive a stipend of \$2,000 per year.

[moved from 24.1 - District proposal was for keeping this language, but as 24.1.9 and 10 which is double numbering]

24.6 Salary Provisions for Certain Unit Members

24.6.1 Nurses

24.6.1.1 Nurses whose hospital training and other college work culminated in the awarding of a Bachelor's Degree will be placed on the unit members' salary schedule in accordance with usual procedures. The possession of a Public Health Nursing Certificate and Bachelor's Degree will qualify nurses for placement on Column 3.

24.6.1.2 OUSD School Nurses with at least 14 years of nursing experience shall receive annually a stipend of \$8,000 to provide coaching and mentoring to support staff development and student health. Individual coaching and mentoring responsibilities will be developed in collaboration with the nurses receiving the stipend.

24.6.1.3 Nurses with 1-7 years experience in OUSD may submit for reimbursement of tuition costs incurred during the period of July 1, 2023 through January 1, 2026 for obtaining their school nurse credential and the District shall reimburse 50% of those costs up to 5,000 dollars. This reimbursement process shall follow the same process as other reimbursement processes for licenses, etc.

24.6.1.4 **Nurses who hold an audiometrist certificate and are assigned to perform audiometrist duties during the school year by the Health Services department shall receive an annual stipend of \$967.97, to be paid in monthly installments. The district reserves the right to verify the validity of certificates provided by nurses.** [already agreed upon language from MOU regarding audiometrist stipend ratified 8/19/25]

24.6.2 Teachers With Industrial Arts Credentials Not Teaching Vocational Courses

24.6.2.1 Initial placement will be on Column 3. The usual rules for establishing five, six, and seven-year training apply.

24.6.3 Teachers with the Standard Designated Subject 8.0 full-time Credential to Teach Industrial Education and Teaching Vocational Courses.

24.6.3.1 The initial placement of a unit member with a Standard Designated Subject Credential will be on Column 4.

24.6.3.2 Trade experience beyond seven (7) years will be counted as unit member experience for placement purposes.

24.6.3.3 Additional academic training of at least 60 units will be considered advanced training and will entitle the instructor to placement on Column 4.

24.6.3.4 Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency (Column 6).

24.6.4 Teachers with a Clear Regular Teaching Credential Plus the 8.1 Occupational-Credential and Teaching Vocational Courses

24.6.4.1 Initial placement will be on Column 3 for teachers who will be teaching vocational courses.

24.6.4.2 Credit will be allowed for industrial experience applicable to the teaching field on a ratio of one academic year (or 30 units) for each two year's industrial experience.

24.6.4.3 Teachers may start on the salary schedule no higher than Column 4 and may qualify for the doctoral equivalency.

24.6.5 Unit Members with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential

24.6.5.1 Initial placement will be on Column 3.

24.6.5.2 Trade experience beyond five (5) years will be counted as teaching experience for placement purposes.

24.6.5.3 Advancement on the salary schedule beyond Column 3 will be in accordance with items (24.7).

24.7 Work Year

24.7.1 Basic Assignments

24.7.1.1 Unless otherwise noted, unit members paid on the Teachers' Salary Schedule shall be on duty all days of the school calendar scheduled as teacher duty days.

24.7.2 Nurses

24.7.2.1 The work year for nurses shall be the same as for teachers.

24.7.3 Psychologists, and Speech and Language Pathologists, and Social Workers

24.7.3.1 ~~School Psychologists are required to be on duty and perform services for the five days immediately preceding the day teachers are required to report in the Fall two days at the close of school in June, three days at~~

~~the employee's option during the fiscal year from July 1 to June 30, on days when schools are not in session and the school buildings are open.~~
Effective starting with the 2026-27 School Year, School Psychologists, Speech and Language and Pathologists will adjust the work year to a mandatory 195 work days. Psychologists and Speech and Language Pathologists, and Social Workers will report 2 days before teachers, and serve an additional 4 days at the end of the school year. Three work days (24 hours) may be used throughout the year, outside of working hours, to complete essential job functions to reduce reliance on outside contractors and the use of extended contracts.

24.7.3.2-Social workers will adjust the work year to a mandatory 195 work days. will report 4 days before teacher first day and 2 after teacher last day. Social workers will have 3 additional days (or 24 hours) as billable flex time, usable throughout the academic calendar year.-All aforementioned specialists will complete service logs to record this additional time outside of work hours, for services including but not limited to crisis support, student and family engagement, case management coordination with healthcare providers, continuing education or other job related essential functions.

Article 29 - Shared Decision-Making,/Community Schools

Note: Plain text indicates existing MOU language to be added to contract
Strikeout and underline is against MOU language.

Article 29: Shared Decision-Making

29.1 Community Schools

~~Agreement Between the Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) Regarding the Community Schools Grant~~

~~WHEREAS, in 2021, the State of California significantly broadened the California Community Schools Partnership Program (CCSPP) framework and the scope of work to include community and family engagement and most importantly shared governance so there is true collaboration in improving outcomes for students;~~

~~WHEREAS, OUSD applied to the California Department of Education CCSPP grant for multiple OUSD-operated schools;~~

~~WHEREAS, the State of California has awarded a CCSPP Cohort 1 allocation or grant to 53 OUSD-operated schools;~~

~~WHEREAS, OUSD has created a Community Schools Steering Committee (CSSC) composed of community members, parents/guardians, OUSD students, and OUSD employees;~~

~~WHEREAS, OEA and OUSD jointly wish to honor the shared decision-making philosophy that underpins the CCSPP, including (but not limited to):~~

- ~~• Collaborative leadership and shared decision-making;~~
- ~~• Authentic and dynamic shared leadership in all aspects of school governance and operations;~~
- ~~• Genuine engagement in decision making about school climate, curriculum, and services; and~~
- ~~• Transparent and shared accountability to ensure information is both available and accessible;~~

~~WHEREAS, for the purpose of this Agreement, “Community Schools” are defined as OUSD-operated schools to which the State of California has awarded a CCSPP allocation or grant; and~~

~~WHEREAS, nothing herein may or is intended to jeopardize any of the OUSD’s CCSPP allocations or grants or contradict anything in OUSD’s CCSPP applications or award letters and, to the extent that it does so, is null and void.~~

~~THEREFORE, OEA and OUSD agree as follows:~~

“Community Schools” are defined as OUSD-operated schools to which the State of California has awarded a California Community Schools Partnership Program (CCSPP) allocation or grant.

“CSSC” is the Community Schools Steering Committee.

29.1.1. CSSC Duties and Responsibilities.

- 29.1.1.1. Act as the shared district-level decision-making body required under the CCSPP.
- 29.1.1.2. Provide recommendations on how Community Schools can reach the following goals:
 - 29.1.1.2.1. Strengthen collaborative leadership practices with students, families, teachers, site staff, and community partners,
 - 29.1.1.2.2. Expand support services to address impacts of poverty, the pandemic, and trauma on students’ well-being and learning – with a focus on creating racially just and restorative school climates,
 - 29.1.1.2.3. Strengthen school-family engagement to support student success, so that families are welcomed, safe, and healthy, and
 - 29.1.1.2.4. Expand and improve student supports and enrichment opportunities to close the equity gap, so that all students graduate college, career, and community ready.
- 29.1.1.3. Report to the Board at least twice per year on the activities of the CSSC and the CCSPP, with at least one of the reports each year including an assessment of how well School Site Councils (SSCs) at OUSD Community Schools are implementing shared decision-making.
- 29.1.1.4. Adopt bylaws to govern the CSSC.
- 29.1.1.5. Strive to operate by consensus in attendance but, when necessary, act as a body by a majority vote in attendance.
- 29.1.1.6. **Meet a minimum of nine (9) times a year starting in September.**
- 29.1.1.7. Support collaborative leadership and shared decision making by the SSCs at OUSD Community Schools, which shall include (but not be limited to) advising on and providing content for a training for the SSCs at OUSD Community Schools regarding successful community school best practices and shared decision-making.
- 29.1.1.8. **Conduct a Needs and Asset Assessment every 3 years.**
- 29.1.1.9. Nothing herein in any way abrogates the final and ultimate decision-making ability or authority of the OUSD Board of Education.

29.1.2. CSSC Membership

- 29.1.2.1. Within 30 days of the date of ratification, the membership of the CSSC shall be changed to consist of no more than twenty-one (21) members. OEA and OUSD are committed to a CSSC membership that reflects the historically underrepresented demographic groups within OUSD. OUSD shall appoint the CSSC members except as noted herein.
- 29.1.2.2. OEA may appoint up to four (4) members to the CSSC. Where possible, the CSSC members appointed by OEA shall work at Community Schools.
- 29.1.2.3. At least (4) members of the CSSC may be appointed by other OUSD labor unions so long as there is the necessary documentation between OUSD and the labor unions.
- 29.1.2.4. OUSD **and OEA** shall appoint at least four (4) OUSD students as members to the CSSC, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members.

- 29.1.2.5. OUSD **and OEA** shall appoint up to four (4) parents/guardians to the CSSC, at least one (1) of whom must be nominated by the PSAC and at least one (1) of whom must be nominated by the CAC.
- 29.1.2.6. OUSD shall not appoint more than five (5) confidential OUSD employees to the CSSC.
- 29.1.2.7. OUSD shall make good faith to provide ~~(or, more likely, to find a third party to provide)~~ annual stipends to any CSSC member who is a member due to their status as an OUSD parent/guardian or an OUSD student.
- 29.1.3. CSSC Officers
 - 29.1.3.1. For the first year, the President of OEA and the Superintendent will each designate a CSSC member to serve as a co-chair for the CSSC for up to one year. Subsequent co-chairs shall be selected by the CSSC by majority vote. ~~The CSSC shall, by majority vote, select Co-Chairs.~~
 - 29.1.3.2. The Co-Chairs and the OUSD staff members assigned to the CSSC shall jointly set the CSSC meeting schedule and determine the agenda for CSSC meetings. Nothing herein empowers the CSSC or an individual CSSC member to direct OUSD staff in any way.
- 29.1.4. School Site Councils
 - 29.1.4.1. SSCs, or subcommittees thereof, shall be the shared decision-making body at Community Schools and decisions shall be made by consensus but when consensus is not reached, shall be made by majority vote.
 - 29.1.4.2. Each SSC shall schedule a vote on its annual CCSP Community School Implementation Plan and Budget.
- 29.1.5. The CSSC and the Reparations for Black Students Task Force will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.
- ~~29.1.6. Unless otherwise specified herein, for purposes of resolving problems that may arise from the application or interpretation of a provision of this Agreement, OEA and OUSD agree to utilize the process outlined in Article 14 of the OEA-OUSD Collective Bargaining Agreement.~~
- ~~29.1.7. This Agreement and the commitments and undertakings described in this Agreement, and all communications of every type by or between the District and OEA or to the public or third parties discussing, leading up to, or after finalization of this Agreement:~~
 - ~~29.1.7.1. do not establish any past practice and do not establish any precedent;~~
 - ~~29.1.7.2. are not intended to (i) be mandatory subjects of bargaining or constitute bargaining over permissible subjects, (ii) make these commitments or undertakings permissive subjects of bargaining beyond the scope of this Agreement, or (iii) expand the scope of mandatory or permissive subjects of bargaining; and~~

~~20.1.7.3. shall not limit in any way the District's policy, managerial, or operational rights or discretion unless explicitly and expressly stated herein.~~

~~If OEA claims otherwise in any proceeding, or if any court or other tribunal determines otherwise, the commitments and undertakings in this Agreement shall become immediately null and void.~~

~~20.1.8. Except for Paragraph 7, if any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.~~

~~20.1.9. This Agreement shall expire in full without precedent on June 29, 2025 and, as of that day, shall cease to have any force or effect.~~

~~Agreement Between the Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) Regarding~~

29.2 Black Thriving Community Schools

- 29.2.1. OUSD shall create a Reparations for Black Students Taskforce (TF) to identify Historically Black Schools, defined as an OUSD school in which 40% or more of the students enrolled in the school are African American, and support the transformation of those schools into Black Thriving Community Schools that provide the wrap-around services and supports needed for African American students to thrive.
- 29.2.2. **Task Force** Duties and Responsibilities.
- 29.2.2.1. Act as a shared decision-making body related to the creation and implementation of a Black Student Thriving Plan (which may include the identification of indicators) and facilitate a democratic process for supporting Historically Black Schools.
 - 29.2.2.2. Determining metrics and benchmarks for evaluation of the Black Student Thriving Plan.
 - 29.2.2.3. Recommend an independent third party to study and evaluate the impact of the Black Student Thriving Plan. Unless prohibited by law, OUSD shall contract with that independent third party to complete its study and evaluation no later than June **20252027**. In the event that the TF recommends a change to the June **20252027** deadline, OEA and OUSD shall meet and confer to determine a new deadline.
 - 29.2.2.4. Continually support and, if needed, refine the Black Student Thriving Plan in partnership with key stakeholders (e.g., school site staff, community organizations) and as informed by school site needs.
 - 29.2.2.5. Develop and implement a fundraising plan to resource the Black Student Thriving Plan and other elements necessary for site based implementation of programs above the awarded community schools dollars.
 - 29.2.2.6. Where possible and appropriate, support and advise sites with grant writing to launch and sustain programs identified in the Black Student Thriving Plan.
 - 29.2.2.7. Report to the Board at least twice per year on the Black Student Thriving Plan **and the TF’s other work.**
 - 29.2.2.8. **Adopt bylaws to govern the TF.**
- 29.2.3. TF Membership
- 29.2.3.1. The membership of the TF shall consist of no more than twenty-one (21) members. OEA and OUSD aspire to a TF membership that reflects the need for members to understand the need to provide reparations for Black students in OUSD. OUSD shall appoint the TF members except as noted herein.
 - 29.2.3.2. OEA may appoint up to four (4) members to the TF. Where possible, the TF members appointed by OEA shall work at Historically Black Schools.
 - 29.2.3.3. At least (4) members of the TF may be appointed by other OUSD labor unions so long as there is the necessary documentation between OUSD and the labor unions.

- 29.2.3.4. OUSD **and OEA** shall appoint at least four (4) OUSD students as members to the TF, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members from Historically Black Schools.
- 29.2.3.5. OUSD **and OEA** shall appoint at least four (4) parents/guardians to the TF, at least one (1) of who must be nominated by the PSAC and at least one (1) of whom must be nominated by the CAC.
- 29.2.3.6. OUSD shall not appoint more than five (5) confidential OUSD employees to the TF.
- 29.2.3.7. OUSD shall make good faith to provide (or, more likely, to find a third party to provide) annual stipends (if permitted, an annual stipend of \$500) to any TF member who is a member due to their status as an OUSD parent/guardian or an OUSD student.

29.2.4. **Task Force** Officers

- 29.2.4.1. The President of OEA and the Superintendent will each designate a TF member to serve as a co-chair for the TF for up to one year. Subsequent co-chairs shall be selected by the TF by majority vote.
- 29.2.4.2. The co-chairs, in consultation with the OUSD staff members assigned to the TF, shall set the TF meeting schedule and determine the agenda for TF meetings. Nothing herein empowers the TF or an individual TF member to direct OUSD staff in any way.

29.2.5. Teachers on Special Assignment

- 29.2.5.1. ~~Starting in the 2023-24 fiscal year and through the end of the 2025-26 fiscal year,~~ The District shall ~~create and~~ maintain 5.0 FTE Teachers on Special Assignment (TSAs) to support Historically Black Schools and help implement the Black Student Thriving Plan. ~~So long as the District actively recruits to fill these TSA positions, the failure to fill one or more of the TSA positions shall not be grievable. The~~ **OEA Black Thriving TSA membership will collaborate to hire Black Thriving TSAs, including the development of interview criteria and questions, conducting job interviews, and selection of candidates.**
- 29.2.5.2. No employee in a Black Thriving TSA position shall be assigned to more than one OUSD school without mutual agreement between OEA and OUSD.
- 29.2.5.3. **The Black Thriving TSA will dedicate 80% of their full-time equivalent (FTE) to providing direct support at school sites, as determined by the team of Black Thriving TSA's. The remaining 20% of their FTE will be allocated to administrative duties, also defined by the Black Thriving TSA team.**
- 29.2.5.4. **Recognizing that these work duties involve frequent meetings outside of regular school hours, the Black Thriving TSA will have the flexibility to adjust their schedule as needed to meet the needs of before or after school meetings and committee obligations related to their work.**
- 29.2.5.5. **Black Thriving TSAs are not required to support functions such as yard duties, lunch, substitute coverage for absent teachers or IEP meetings, etc.**

- 29.2.6. The Task Force and Community Schools Steering Committee will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.
- ~~29.2.7. Unless otherwise specified herein, for purposes of resolving problems that may arise from the application or interpretation of a provision of this Agreement, OEA and OUSD agree to utilize the process outlined in Article 14 of the OEA OUSD Collective Bargaining Agreement.~~
- ~~29.2.8. This Agreement and the commitments and undertakings described in this Agreement, and all communications of every type by or between the District and OEA or to the public or third parties discussing, leading up to, or after finalization of this Agreement:~~
- ~~29.2.8.1. do not establish any past practice and do not establish any precedent;~~
- ~~29.2.8.2. are not intended to (i) be mandatory subjects of bargaining or constitute bargaining over permissible subjects, (ii) make these commitments or undertakings permissive subjects of bargaining, or (iii) expand the scope of mandatory or permissive subjects of bargaining; and~~
- ~~29.2.8.3. shall not limit in any way the District's policy, managerial, or operational rights or discretion unless explicitly and expressly stated herein.~~
- ~~If OEA claims otherwise in any proceeding, or if any court or other tribunal determines otherwise, the commitments and undertakings in this Agreement shall become immediately null and void.~~
- ~~29.2.9. Except for Paragraph 8, if any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.~~
- ~~29.2.10. This Agreement shall expire in full without precedent on June 29, 2025 and, as of that day, shall cease to have any force or effect.~~

MOU - Psychological Safety Subcommittee

Memorandum of Understanding

Between Oakland Unified School District and Oakland Education Association

Workplace Psychological Safety Subcommittee

1. The Reparations for Black Students Taskforce will establish a Workplace Psychological Safety Subcommittee of the Reparations for Black Students Taskforce. This Subcommittee will be charged with addressing issues related to psychological safety for Black Educators, including but not limited to workplace racism, discrimination, and any other form of emotional harm or hostility that affects the well-being of educators.
2. Purpose and Scope
 - a. The primary purpose of the Workplace Psychological Safety Subcommittee is to:
 - b. Support the Well-being of Black Educators: The Subcommittee will be dedicated to ensuring the psychological safety, healing, and professional longevity of Black educators, recognizing that they face unique challenges within the educational environment. The Subcommittee will provide a dedicated support system for these educators, including but not limited to:
 - i. Access to mental health and wellness resources
 - ii. Peer mentorship, access to Black coaches, and restorative practices
 - iii. Ongoing opportunities for leadership development and empowerment
 - c. Address Racism and Discrimination: The Subcommittee will raise and advocate for issues on behalf of OEA members who are feeling harmed by workplace racism, microaggressions, and racial discrimination. The Subcommittee will work to identify, address, and prevent these harms through restorative and actionable processes.
3. Composition and Leadership
 - a. One Black Thriving Teacher on Special Assignment (TSA) selected by OEA will serve as the Union Co-Chair of the Subcommittee; the District will appoint the District Co-Chair. As advocates for racial equity and the specific needs of Black educators, the Co-Chairs will lead the Subcommittee's efforts to center the voices and experiences of Black educators.
4. Responsibilities
 - a. The Workplace Psychological Safety Sub-Committee will:
 - b. Raise Issues and Advocate for Change: The Subcommittee will have the authority to raise issues and concerns on behalf of any OEA unit member feeling harmed by workplace racism, discriminatory practices, or other psychological harm that may result in, including but not limited to, a poor evaluation, disciplinary action or hostile work environment. The Subcommittee will advocate for resolution through appropriate channels and restorative measures.
 - c. Develop Supportive Systems for Reporting and Resolution: The Committee will create confidential, accessible channels for educators to report experiences of psychological

harm, ensuring that those who report racism or discrimination are supported, protected from retaliation, and provided with resources for healing and support.

- d. **Develop and Implement Training and Professional Development:** The Subcommittee will recommend training programs focused on anti-racism, implicit bias, restorative practices, and psychological safety for all district staff.
- e. **Evaluate District Practices:** The Subcommittee may review district policies, procedures, specific school sites, and school climates to assess their impact on psychological safety and racial equity. They may provide reports and recommendations to district leadership and OEA on how to improve practices that support marginalized educators and prevent harm.

MOU - 11-month teachers

MOU: 11-month teaching positions

The District will maintain its current practice of offering 11-month contracts to teachers at Castlemont, Fremont and McClymonds High Schools. Unit members will place their scope of work for their 11th month on the annual calendar they submit to the Talent Division, using the District's electronic system. The District will not terminate this practice without agreement of the Union.

Appendix 1 - Salary Schedules

Appendix 1 Salary Schedules Reflecting Salary Increases from the 2025-2027 CBA (Pending)

Appendix 2 - Special Rates and Stipends

APPENDIX 2 OAKLAND UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE SPECIAL RATES AND STIPENDS

Stipend/Rate	Amount	Period	Note/Reference
Teacher on Special Assignment (TSA)	\$1,233.69	Annually	
Senior High School Department Heads, Head Counselors and Librarians			
5-19 periods assigned (including head)	\$646.50	Annually	
20-33 periods assigned (including head)	\$880.19	Annually	
34-49 periods assigned (including head)	\$1,110.32	Annually	
50 plus periods assigned (including head)	\$1,345.19	Annually	
National Board Certification	~~\$1000~~ \$5000	Annually	24.5.2.5
BCLAD certified or bilingual test authorized or deaf/hard of hearing	\$3,000	Annually	24.1.4.1
Teachers in Dual-Language Schools and early-exit bilingual programs	\$1,000	Annually	24.1.4.2
Teachers of Combination Classes	\$1,500	Annually	24.5.3
Counselors			
Data Processing	\$1,233.69	Annually	
Testing	\$1,233.69	Annually	
Scholarship	\$1,233.69	Annually	
Head Teachers (ECE)			
Fewer than five teachers	\$1,250	Annually	~~Effective Nov 1, 2024~~
Five or more teachers	\$2,100	Annually	~~Effective Nov 1, 2024~~
Child Development Center Open/Close	\$2,000	Annually	~~Effective Nov 1, 2024~~
Audiometrists	\$967.97	Annually	
Senior Nurse Stipend	\$8,000	Annually	24.6.1.2
ROTC Instructors	\$355.87	Monthly	
Adult Education Teacher Not on Salary Schedule	\$35.08	Hourly	
Extra Duty Assignments			
Use of Regular Classroom Teacher for EEIP	Per Diem		

Use of Conference Period for Substitute Duty at Secondary Level	<u>Per Diem</u>		
Extra Duty Hourly Rate	<u>\$47.50</u> <u>90% of</u> <u>Step 1/</u> <u>Column 1</u>	Hourly	<u>Effective Aug 12,</u> <u>2024 (first day of</u> <u>instruction SY</u> <u>24-25)</u>

Appendix 2

Coaching Stipends

- Unit members who coach sports will receive stipends as shown below.
- Each stipend covers one sports season (fall, winter or spring).
- Unit members who coach multiple sports in the same school year shall receive the full stipend for each sport.
- Unit members who coach the same sport in multiple seasons in the same school year shall receive the full stipend for each season.

Stipend/Rate	Amount
<u>High School</u>	
Football	
Coach No. 1 (Varsity)	<u>\$5,324</u>
Coach No. 2 (Jr. Varsity)	<u>\$4,259</u>
Coach No. 3 (Assistant)	<u>\$3,194</u>
Coach No. 4 (Assistant)	<u>\$3,194</u>
Coach No. 5 (Assistant)	<u>\$3,194</u>
Basketball	
Coach No. 1	<u>\$4,857</u>
Coach No. 2	<u>\$3,885</u>
Wrestling	
Coach No. 1	<u>\$4,857</u>
Coach No. 2	<u>\$2,914</u>
Track	
Coach No. 1	<u>\$5,089</u>
Coach No. 2	<u>\$3,053</u>
Baseball	

Coach No. 1	<u>\$4,856</u>
Coach No. 2	<u>\$3,885</u>
Softball	
Coach No. 1	<u>\$4,856</u>
Coach No. 2	<u>\$3,885</u>
Volleyball	
Coach No. 1	<u>\$4,856</u>
Coach No. 2	<u>\$3,885</u>
Soccer	
Coach No. 1	<u>\$5,089</u>
<u>Coach No. 2</u>	<u>\$4,071</u>
Cross Country	<u>\$4,856</u>
Badminton	<u>\$4,857</u>
Gymnastics	
Bowling	
Golf	<u>\$4,856</u>
Tennis	<u>\$4,856</u>
Swimming	<u>\$4,856</u>
Athletic Director (~~Boys~~)	<u>\$2,830</u>
~~Athletic Director (Girls)~~	
~~Cheerleader Sponsor~~	<u>\$4,856</u>
<u>Girls Flag Football</u>	
<u>Coach No 1</u>	<u>\$4,856</u>
<u>Coach No 2</u>	<u>\$3,885</u>
<u>Lacrosse</u>	<u>\$4,856</u>
<u>MIDDLE SCHOOL</u>	
<u>Soccer Coach 1</u>	<u>\$5,089</u>
<u>Basketball Coach 1</u>	<u>\$4,856</u>
<u>Cheer Coach 1</u>	<u>\$4,856</u>
<u>Wrestling Coach 1</u>	<u>\$4,856</u>
<u>Soccer Coach 2</u>	<u>\$4,071</u>

<u>All other Coach 1</u>	<u>\$1,668</u>
<u>All other Coach 2</u>	<u>\$1,268</u>
<u>Site Coordinator</u>	<u>\$2,400</u>
<u>Athletic Director</u>	<u>\$3,000</u>

Appendix 26 - Grievance Settlement on Planning Days

Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into on this 21 day of March 2025 by and between the Oakland Unified School District, (the "District") and Oakland Education Association ("OEA" or "Association") (collectively, the "Parties.")

RECITALS

WHEREAS, the Association has filed a grievance (No. 2024-02) with the District related to the scheduling of classroom preparation time/collaboration time during the beginning of the 2024-25 school year;

WHEREAS, the Association filed a request for information related to this grievance, of which the District has provided numerous responsive documents;

WHEREAS, the Association and the District have processed the Association's grievance and the Association has moved the grievance to Arbitration with Arbitrator Barbara Kong-Brown;

WHEREAS, the Parties desire fully, finally and forever to compromise, settle, and release all present or possible claims between them related to Grievance No. 2024-02 without admission of liability by either party:

NOW THEREFORE, the Parties do hereby covenant, promise and agree, as follows:

1. **Joint Communication:** The Parties will send out the following message twice, via email, to all OEA members and District site administrators, community school manager and network superintendents. The first communication will be sent by May 30, 2025 and the second by July 31, 2025:

The following is provided as a notice to all recipients of the proper scheduling of the first three non-student work days of the school year for OEA bargaining unit employees.

The first three non-student work days of the school year are allocated as follows:

- a. *The first working Wednesday is a Professional Development Day. Programming is decided by administration.*
- b. *The first working Thursday will have a half day of Teacher Led Collaboration. Unit members will work in teams under general guidance of and with input from administration, but the administration does not specifically set the agenda or dictate specific activities.*
- c. *The second half of Thursday and the entire first working Friday is a full Teacher Work Day. Work duties on teacher work days are decided by each unit member.*

Please refer to the Calendar for the appropriate days scheduled for each activity. A copy of the 2025-26 school year calendar is excerpted below:

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Settlement Agreement

August (15)

- 6 Professional Development Day (PD)
- 7 Collaboration/Teacher Workday
- 8 Teacher Work Day
- 11 First Day of School

2. **Collaboration Provisions:** In accordance with lengths of additional collaboration time outlined in **Exhibit A** and agreed upon by the parties, the District will offer collaboration time at the sites listed in **Exhibit A** in the following lengths:

- a) One-75-minute PD
- b) Two-75-minute PD's
- c) Four-75-minute PD's
- d) No supplemental collaboration time

Such collaboration time must be scheduled and occur prior to the end of the 2024-25 school year. Further, such supplemental collaboration time (if any) will be scheduled during the 75-minute Wednesday PD sessions at individual school sites. Should such an arrangement not be possible at an individual school site(s), the Parties will meet to attempt to find an amicable solution to this issue on a school-by-school basis. If the agreed upon collaboration time (**Exhibit A**) is offered by the District during the Wednesday PD sessions (or otherwise as agreed as addressed in the preceding sentence), then the District has fulfilled its obligations under this Settlement Agreement. An Association bargaining unit member's inability to, failure to, or refusal to participate in the agreed upon additional collaboration time will not entitle the member to additional compensation.

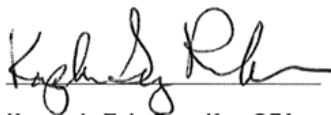
3. **Withdrawal:** OEA agrees to withdraw and dismiss with prejudice any and all claims filed regarding the scheduling of the 2024-25 school year pre-student workday classroom preparation/collaboration time including, but not limited, to Grievance# 2024-02. This withdrawal shall include any contractual grievances, unfair labor practices or other legal or contractual claims.
4. **No Admission of Wrongdoing or Past Practice:** This Agreement is a settlement of dispute and is not an admission of wrongdoing on the part of either Party. This settlement is unique to the specific facts and circumstances of this year and shall not create a past practice.
5. **Severability:** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not

Settlement Agreement

be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

6. **Jointly Prepared:** This Agreement shall not be construed against any one Party, but shall be construed as if jointly prepared by the Parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one Party.
7. **Execution:** This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original, but all of which together shall constitute one instrument. The Parties agree a photocopy or facsimile transmission of the Agreement, including signatures will be sufficient evidence of the Agreement having been executed
8. **Entire Agreement:** This Agreement constitutes an integration of the entire understanding and agreement by, between, and among the Parties hereto and supersedes and is in lieu of any and all other arrangements, statements or promises, written or oral, between OEA and the District. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the Parties hereto. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto. The Parties represent that in executing this Agreement, each Party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained herein and that each Party has had the opportunity to confer with his or its own attorney, with regard to the basis or effect of this Agreement

In witness whereof the parties hereto have executed this agreement this 21 day March of 2025.



Kampala Taiz-Rancifer, OEA



Jenine Lindsey, District



Alameda County Office of Education

Alysse Castro, Superintendent

June 18, 2026

Dr. Denise Saddler, Superintendent
Members of the Board of Education
Oakland Unified School District (OUSD) via email

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

Dear Superintendent Saddler and Members of the Board,

On May 26, 2026, OUSD submitted the Public Disclosure of Collective Bargaining Agreement (CBA) between OUSD and OEA, and on June 03, 2026, ACOE received the signed Tentative Agreement (TA).

The Public Disclosure Process

When a school district reaches a Tentative Agreement (TA) with one of its labor partners, California law requires the district to publicly disclose the major terms of the agreement, including the full cost in the current fiscal year and in each year of the contract. The district superintendent and chief business official must also certify in writing that the district can afford the agreement and must identify any budget adjustments required to fund it. Any necessary budget revisions must be adopted by the governing board in the current fiscal year. State law further provides that if the district does not adopt the budget revisions necessary to fund the agreement in the current fiscal year, the county superintendent shall issue a qualified or negative certification on the district's next interim report.

These requirements are intended to protect a district's financial stability and must occur before the elected school board formally approves the agreement at a public meeting. The county's review focuses on ensuring that the district has identified and adopted all budget revisions necessary to cover the costs of the collective bargaining agreement (CBA).

The County Superintendent does not approve or reject the agreement. Instead, the County Superintendent's role is to ensure that these disclosure and certification steps are followed and to help the governing board and the public understand the fiscal impact of the agreement. State law also requires the County Superintendent to notify district leaders and the community if, in the County Superintendent's judgment, the agreement would endanger the district's fiscal stability.



Major Terms of the Agreement

2025-26 School Year

Increase to Salary Schedules:

- July 1, 2025: 7% increase for the top step of each salary schedule, and 4% for all other steps (Retroactive).

2026-27 School Year

Increase to Salary Schedules:

- a) July 1, 2026: 2% increase for the top step of each salary schedule, and 3% for all other steps
- b) June 30, 2027: 4% increase for the top step of each salary schedule, 4% for all other steps

In addition, the agreement provides targeted compensation adjustments for Special Education teachers, nurses, psychologists, speech and language pathologists, social workers, PK-3 credentialed teachers, and State Pre-K educators. Regarding the creation of new salary schedules or stipends for Certificated SPED teachers and State Pre-K and CDC teachers holding PK-3 credentials, OEA and OUSD agree to jointly submit an advisory letter to CalSTRS with the intent of structuring this stipend or salary schedule in such a way that the extra pay will be part of special education members' annualized pay rate and therefore be part of the members' defined benefit.

Cost Associated with the Tentative Agreement

According to the Public Disclosure submitted on May 26, 2026, the fiscal impact of this agreement on the General Fund is as follows:

Description	Year 1	Year 2	Year 3	Cumulative Cost over 3 years
Ongoing Fiscal Impact	\$12,899,774	\$31,702,285	\$60,171,967	\$104,774,026
Total Fiscal Impact	\$12,899,774	\$31,702,285	\$60,171,967	\$104,774,026

This Public Disclosure does not account for the fiscal impact of this agreement on other funds, including Fund 110 (Adult Education) and Fund 120 (Child Development). OUSD included an OEA Settlement Cost Analysis (see below) at its May 13, 2026, Board meeting that incorporated the impact on all funds. According to the District, the estimated combined impact to these additional funds is approximately \$3.6 million over three (3) years, as reflected in the chart below.



Budget Costs Criteria

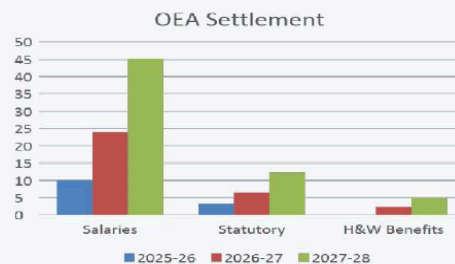
OUSD – OEA Settlement Cost Analysis

With the settlement with OEA, the Board accomplished the continuity of instructional programs by averting a strike, and a 2-year contract that will preserve academic stability until the end of 2026-27. The costs, while significant, are part of the Board-directed plan for fiscal actions that seek to protect programs through budget reductions, enabling deficit containment. The current district fiscal projections allow for the payment of the settlement obligations, assuming that the established fiscal solvency measures continue in the outgoing years.

OEA Settlement costs - 3 Year Forecast

	2025-26	2026-27	2027-28
Salaries	10,010,183	23,850,200	45,141,406
Statutory H&W Benefits	3,361,591	6,574,571	12,217,038
Total Yr Cost	13,371,774	32,810,448	62,237,152

Source: Data provided by OUSD Fiscal Services Staff



Oakland Unified School District | Fiscal Solvency Update & Accountability Roadmap

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The District indicates that the fiscal impact of this settlement has been incorporated into the 2025-26 Third Interim Multiyear Projections (MYP), which serves as the *revised MYP* included in this disclosure.

Fiscal Impact and Multiyear Obligations

This agreement increases OUSD's ongoing costs by approximately \$30 million in 2026-27. Because the District's ongoing expenditures already exceed its ongoing revenues - which is the definition of a structural deficit - these new costs must be offset by either additional revenue or corresponding reductions in other ongoing expenditures.

The District's multiyear projections are built on an assumption of approximately \$30 million in as yet unspecified budget reductions in 2026-27 to offset the cost of this agreement and maintain required reserve levels. Without those reductions, the District would not meet its required reserves and not be deemed fiscally solvent.

Importantly, the 2026-27 fiscal year begins on July 1, 2026 - just days from now. This means the District will need to identify and implement these reductions during the upcoming school year, a process known as mid-year cuts. In practice, staffing reductions are almost impossible to implement once a school year has begun, making it more likely that short-term solutions will come from one-time savings rather than permanent reductions to ongoing costs. While one-time savings can help balance a budget temporarily, they do not solve an ongoing structural deficit. Any reductions made with one time dollars will have to be made again in subsequent years, a process that multiplies the pain and creates the perception of perpetual reductions.



Alameda County Office of Education

Alysse Castro, Superintendent

There are also factors that may improve the District's position. Recent state budget updates are expected to increase districts revenues, and as OUSD closes its books for 2025-26, additional unspent funds may become available. Both could reduce the amount of reductions ultimately required.

The issue is not whether OUSD has sufficient cash to implement this agreement today—based on the District's projections, it does. But the District has not yet identified and approved the ongoing tradeoffs necessary to sustain these commitments in future years.

State law requires the District to *"itemize any budget revision necessary to meet the costs of the agreement in each year of its term."* In this disclosure, OUSD identifies a single budget revision of \$30 million in future reductions that have not yet been specified. While it is not uncommon for districts to leave details of future year reductions to be developed later, districts typically accompany such projections with a clear plan, timeline, and Board-approved direction regarding how those reductions will be achieved.

The District's solvency relies on the continued implementation of fiscal stabilization measures such as reductions, budget controls, funding shifts, updated revenue assumptions, and other budget-balancing strategies to identify how it will resource this new commitment. ACOE recognizes that some future-year solutions may be refined through the annual budget cycle, provided the District incorporates the costs of the agreement into its adopted budget and multiyear projections and maintains a clear, actionable plan to implement and monitor those solutions. The concern is not the compensation increases themselves, rather, it is the continued reliance on future solutions that have not yet been fully developed, publicly discussed, or approved.

ACOE recommends that, at the time of considering the collective bargaining agreement, the Board publicly acknowledges the assumptions supporting its affordability, approve any needed budget revisions to cover the settlement costs, direct staff to implement the fiscal stabilization plan, and require regular public updates on progress. This approach allows the Board to approve the agreement while maintaining transparency, accountability, and ongoing fiscal oversight. This is standard practice when a district makes a commitment to implement future unspecified cuts.

Government Code 3547.5(c) states, *"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."* ACOE will be looking to see if these budget adjustments are fully incorporated into the district's upcoming 26-27 budget or will otherwise be unable to approve the district's annual budget or to certify the district as positive at first interim.



Alameda County Office of Education

Alysse Castro, Superintendent

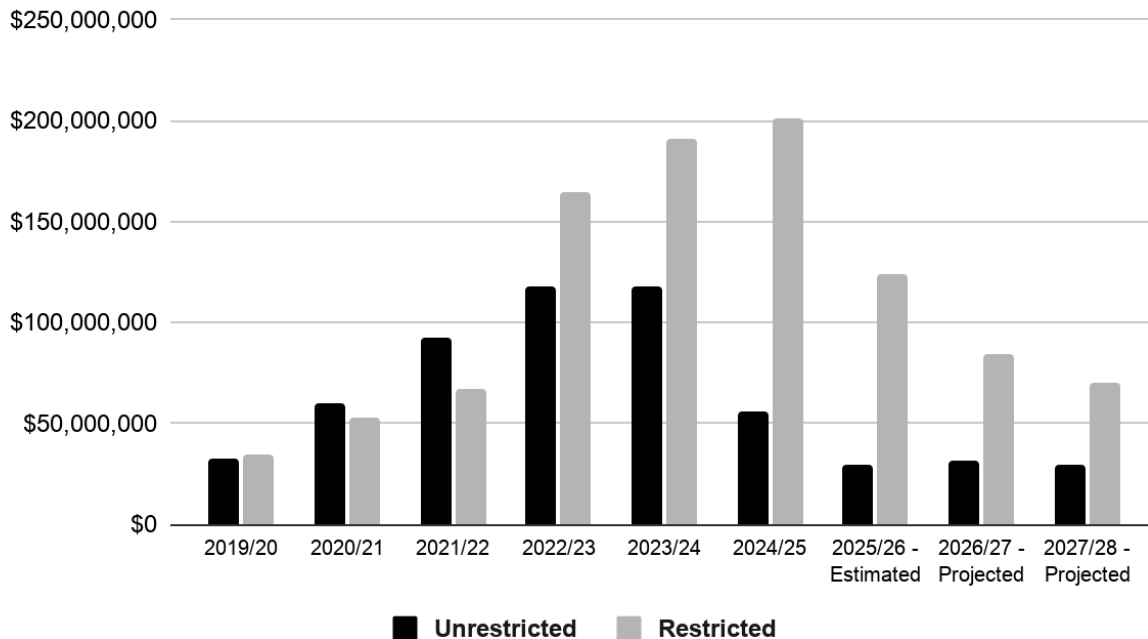
Bottom Line: OUSD can afford this agreement if it successfully implements the reductions assumed in its financial plan, receives the projected additional revenues, or identifies other equivalent solutions. If those actions do not occur, the District will not meet its required reserve levels and will not be fiscally solvent.

Situating this Agreement in OUSD's Larger Financial Position

Public discussion of OUSD's finances is often shaped by two competing narratives. One is that the District is (perpetually) on the verge of running out of money. The other is that the District's financial challenges are overstated or even imaginary because it routinely ends the year with substantial cash balances and carryover funds. Both are partially true, and neither narrative fully captures the District's situation.

OUSD is one of the highest-funded large school districts in California on a per-pupil basis and has sufficient cash and reserves to meet its near-term obligations, including the current year costs associated with this agreement. Despite very high revenue, OUSD continues to face a structural deficit, meaning its ongoing expenses exceed its ongoing revenues. A district can have a structural deficit and still have cash available in the short term. OUSD accumulated very large reserves and cash balances from a combination of one time COVID resources and underutilizing its restricted resources. OUSD continues to lean year over year on reserve dollars, as seen in the chart below:

Historical Ending Fund Balances (Unrestricted and Restricted)





Alameda County Office of Education

Alysse Castro, Superintendent

Part of the public confusion stems from changes OUSD has made to its budgeting practices over the past year. Historically, the District often relied heavily on unrestricted funds while leaving some restricted funding sources underutilized. During this year, OUSD has worked to make fuller use of restricted funds for allowable expenses and to shift eligible costs away from unrestricted resources. In general, this is a positive budgeting practice because it makes better use of funds that are already available to the District and looks to fully expend those = current year dollars on current year students. Because these are structural changes to the budget, they do chip away - but do not fully - address the district's structural deficit.

While the law has many technical rules governing the use of restricted and unrestricted funds, at a high level all money is district money and the job of a district leadership team is to use all the money - but not more - for the benefit of their students. This is a game of perpetual tradeoffs.

OUSD has a real fiscal issue in that its commitments perpetually outpace its revenue, leading to a situation in which OUSD students, families, and staff continue to experience both a narrative and sometimes a reality of scarcity: a cycle of cuts and shortages. This year, this board made the hard choice to reduce staff by nearly 400 people, dramatically cutting central support services. Next year will bring more cuts, and the year after, more still. Part of this is the perpetual reality of tradeoffs. Cuts loom larger in the human mind than the fact that all schools stayed open, staff got raises, and 34000 kids enjoyed community schools. We are never free of tradeoffs, but OUSD will not *feel* as well resourced as it *is* until the district is able to plan in advance instead of making rushed adjustments for past decisions.

Certification of Affordability:

Government Code Section 3547.5 requires the district's Superintendent and Chief Business Official (CBO) must certify in writing that the district can afford the costs of the agreement during its term. The AB1200, signed by the Superintendent and the Deputy Superintendent of Business and Operations, was submitted to ACOE on June 3, 2026.

The District's 2025-26 Third Interim MYP indicates that OUSD projects to meet both the state-required minimum reserve for Economic Uncertainties (REU) of 2% and the locally board-adopted reserve of 3% in 2025-26 and two subsequent years, contingent upon the implementation of ongoing budget reductions of \$30M in both 2026-27 and 2027-28. Without these reductions, the District would be unable to meet the 2% state-required REU in 2026-27 and would project a negative fund balance in 2027-28, the third year of this projection. Therefore, this disclosure presents *fiscal risk*, as the District has not yet identified sustainable, ongoing, board-approved solutions necessary to offset these new commitments and demonstrate long-term fiscal solvency.



Alameda County Office of Education

Alysse Castro, Superintendent

At its May 27 board meeting, the OUSD Board approved an updated end of year projection indicating that the District projects it can meet its financial obligations for the current and two subsequent years. This report is commonly referred to as a Third Interim report, but it is not legally an interim report and does not legally receive a certification as positive, qualified, or negative. OUSD opted to self-identify as 'positive'. However, this self-assessment as "positive" is strictly conditional upon the timely implementation and follow-through of board-approved fiscal stabilization actions to afford its financial commitments and preserve long-term fiscal solvency. Failure to fully achieve these reductions would undermine the Certification of Affordability and could result in a downgrade Certification of the District's subsequent financial reports pursuant to *Government Code (GC) 3547.5(c)*.

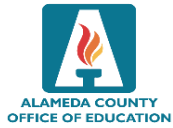
As the Board has not yet identified how or when it will make the necessary adjustments to balance the budget and maintain required reserves, the County Superintendent is required by law to notify district leaders and the community that the agreement endangers the district's fiscal stability. To address these concerns, *we strongly encourage* the District to provide a list of tradeoffs at the same meeting in which it plans to approve this multi-year salary agreement. The district will be *required* to show its path to affordability before ACOE can approve the 26-27 budget.

If you have any questions or concerns regarding our review, please feel free to contact my office at (510) 670-4140.

In community,

Alysse Castro
Alameda County Superintendent of Schools

cc: Tara Gard, Deputy Superintendent of Business and Operations, Oakland USD
Ryan Nguyen, Chief Financial Officer, Oakland USD
La Tanya Kirk-Carte, Fiscal Advisory Team, Hazard, Young, Attea & Associates (HYA)
Ruben Frutos, Fiscal Advisory Team, Hazard, Young, Attea & Associates (HYA)
Allan Garde, Associate Superintendent of Business Services, ACOE
Shirene Moreira, Chief of District Business & Advisory Services, ACOE
Julia Xu, Director III, District Advisory Services, ACOE



Alameda County Office of Education - Business Advisory Services

Public Disclosure of Collective Bargaining Agreements General Instructions

Requirement to Disclose for Public Review:

Assembly Bill 1200 Public Disclosure of Proposed Collective Bargaining Agreements requires local educational agencies to publically disclose the provision of all collective bargaining agreements before entering into a written agreement. Government Code (GC) Section 3547.5 states:

covering matters within the scope of representation, the major provisions of the agreement, including, but

- ▶ Please make the disclosure document available for public review prior to the governing board taking
- ▶ If the District would like a formal letter indicating ACOE review, please indicate on the form and provide
- ▶ inspection and review is at the discretion of the district. Districts may select one or more methods for

Requirement to Submit to ACOE:

- ▶ and comment at least 10 working days prior to the date of board action. This includes any modification to
- ▶ shall forward to the County Superintendent of Schools any revisions to the school district's current year
- ▶ [in blue on this page.](#)

What to Disclose:

- ▶ financial, a disclosure of the proposed agreement must be made. This is especially applicable to
- ▶ section (Page 2) and put N/A in the financial sections.
- ▶ agreement is discussed at the same time, you may summarize the financial impact of "all" agreements
- ▶ **disclose the potential for deficits in any fund as a result of the settlement and the potential impact of such**
- ▶ [Attach a copy of the proposed bargaining agreement to each disclosure form. Tentative Agreements submitted to the County Office should be signed by all the necessary and represented parties.](#)

CERTIFICATION FORMS:

Certificate of Affordability

- ▶ [The Certificate of Affordability - Certification of the District's Ability to Afford the costs of a Collective](#)
- ▶ The Superintendent's and CBO's certifications are meant to be independent of one another.
- ▶ proposed agreement before the board takes action on the agreement.
- ▶ The certifications should be accompanied by:
 - The fiscal planning assumptions that are used in making the certification.
 - affordability within the context of the district's entire budget.

- ▶ board from taking action on an agreement. However, if a board approves an agreement missing a
- ▶ The Alameda County Office of Education (ACOE) will process any payroll adjustments reflected in an agreement, even if the superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the ACOE to carefully analyze and review the district's ability to fund the agreement.
- ▶ submission (or budget submission if the agreement is adopted after the submittal of the district's Second

Certification of Board Action

- ▶ The **Certification of Board Action** must be signed by the District Superintendent at the time of public
- ▶ signed by the Board President or Clerk and resubmitted to the County Office.



Alameda County Office of Education - Business Advisory Services

Public Disclosure of Collective Bargaining Agreements Specific Instructions

- * Complete Page 1 for each Bargaining Unit.
- * If multiple bargaining unit agreements are settled concurrently, show combined fiscal impact in pages 2-5.
- * The MYP should combine the impact of all bargaining units.
- * **If a settlement results in significant impact to funds other than the General Fund, please provide disclosure (pages 1 - 5) for the other funds.**
- * Is a Retroactive payroll anticipated? If so, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

Certificate of Affordability

In Year 1, include the costs associated with any one-time payments in the One-time line and the on-going cost to be incurred in Year 1 in the On-going line.

In Year 2, include any one-time costs to be paid in year 2, and the ongoing cost, above the most recently approved MYP .

In Year 3, include any one-time costs to be paid in year 3, and the ongoing cost, above the most recently approved MYP.

The "Total" line and "Cumulative cost over 3 years" column will be auto-calculated.

e.g.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	600,000	-	-	600,000
On-going	1,000,000	1,015,000	1,030,225	3,045,225

In this example, there is a one-time payment that totals \$600,000 in the current year, plus an ongoing increase to the salary schedule that will cost \$1,000,000 in the current year. The ongoing increase will cost \$1,000,000 + a step and column of an additional 1.5% in year 2. In Year 3, the Year 2 amount is increased by another 1.5%. The Cumulative cost column provides an estimate of the total cost of this settlement over the current and two subsequent years.

Please indicate whether budget revisions will be necessary.

If revisions will be necessary, provide the details in the table below, or, if more detail is needed, in an attachment.

The Certificate of Affordability - Certification of the District's Ability to Afford the costs of a Collective Bargaining Agreement - must be signed by the District Superintendent and Chief Business Official (CBO) at the time of public disclosure. "I hereby certify" or "I am unable to certify" must be checked by both signers.

The Superintendent's and CBO's certifications are meant to be independent of one another.

The certifications serve as additional information provided to the board regarding the affordability of the proposed agreement before the board takes action on the agreement.

The certifications should be accompanied by:

- The fiscal planning assumptions that are used in making the certification.
- Any qualifying comments made by the Superintendent and/or CBO that speak to the agreement's affordability within the context of the district's entire budget.

The absence of a certification signature or a check on the "I am unable to certify" line does not prevent a board from taking action on an agreement. However, if a board approves an agreement missing a certification signature or with the "I am unable to certify" checked, it is still expected to adopt the budget revisions needed to pay for the agreement.

ACOE will process any payroll adjustments reflected in an agreement, even if the superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the ACOE to carefully analyze and review the district's ability to fund the agreement.

Within 45 days of adopting a collective bargaining agreement, or prior to, or with its next interim report submission (or budget submission if the agreement is adopted after the submittal of the district's Second Interim Report), whichever comes first, any budget revisions to the school district's current year budget that are necessary to fulfill the terms of the agreement must be forwarded to the ACOE. 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 is required to issue a qualified or negative certification of the district's next interim report (Ed Code Section 42142).

Page 1: Fiscal Impact

Please fill in highlighted (yellow) cells only. Other cells will automatically calculate.

If a letter is requested from the Alameda County Superintendent to the District Board, please indicate and allow 10 working days.

Name of District: Oakland Unified

Name of Bargaining Unit: OEA

Certificated or Classified: Certificated

The proposed agreement covers the period beginning: 7/1/2025 and ending: 6/30/2028
(date) (date)

The Governing Board will take action on: 6/30/2026
(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 2025-26	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			2025-26	2026-27	2027-28
1	Salary Schedule Increase (Decrease)	\$ 218,646,374	\$ 9,649,858	\$ 23,050,649	\$ 43,678,217
			4.41%	10.54%	19.98%
2	Step & Column Increase (Decrease) due to movement plus any changes due to settlement	\$ -			
			0.00%	0.00%	0.00%
3a	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
3b	Description of Other Compensation (Listed on Line 3 above)				
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 54,470,018	\$ 3,249,917	\$ 6,353,551	\$ 11,794,167
			5.97%	11.66%	21.65%
5	Health/Welfare Increases	\$ 51,068,542	\$ -	\$ 2,298,084	\$ 4,699,583
			0.00%	4.50%	9.20%
6	Total Cost of Negotiated Settlement (Add Items 1 through 5 to equal 6)	\$ 324,184,934	\$ 12,899,775	\$ 31,702,284	\$ 60,171,967
			3.98%	9.78%	18.56%
7	Total number of represented Employees (Use FTEs)	2446.35	2446.35	2446.35	2446.35
8	Total Compensation <u>Average</u> Cost per Employee	\$ 132,518	\$ 5,273	\$ 12,959	\$ 24,597
			3.98%	9.78%	18.56%

Name of District: **Oakland Unified**Name of Bargaining Unit: **OEA**The Governing Board will take action on: **6/30/2026****D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND**

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board- Approved Budget Before Settlement As of: April 30, 2026	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 487,351,239			\$ 487,351,239
Federal Revenue (8100-8299)	\$ -			\$ -
Other State Revenue (8300-8599)	\$ 11,635,956			\$ 11,635,956
Other Local Revenue (8600-8799)	\$ 19,978,305			\$ 19,978,305
Total Revenues	\$ 518,965,500	\$ -	\$ -	\$ 518,965,500
Expenditures				
Certificated Salaries (1000-1999)	\$ 178,419,183	\$ 6,102,505		\$ 184,521,688
Classified Salaries (2000-2999)	\$ 71,145,281			\$ 71,145,281
Employee Benefits (3000-3999)	\$ 123,846,902	\$ 2,081,637		\$ 125,928,539
Books and Supplies (4000-4999)	\$ 21,706,955			\$ 21,706,955
Services & Operating Expenses (5000-5999)	\$ 38,816,098			\$ 38,816,098
Capital Outlay (6000-6599)	\$ 2,089,512			\$ 2,089,512
Other Outgo (7100-7299 & 7400-7499)	\$ 76,726			\$ 76,726
Direct Support/Indirect Cost (7300-7399)	\$ (13,825,591)			\$ (13,825,591)
Total Expenditures	\$ 422,275,066	\$ 8,184,142	\$ -	\$ 430,459,208
Operating Surplus (Deficit)	\$ 96,690,434			\$ 88,506,292
Other Sources and Transfers In (8910-8979)	\$ 15,000			\$ 15,000
Other Uses and Transfers Out (7610-7699)	\$ 3,000,000			\$ 3,000,000
Contributions (8980-8999)	\$ (114,288,915)			\$ (114,288,915)
Current Year Increase (Decrease) In Fund Balance	\$ (20,583,481)	\$ -	\$ -	\$ (28,767,623)
Beginning Balance	\$ 55,845,233			\$ 55,845,233
Pr. Year Audit Adj./Restatements (9793-9795)	\$ (2,674,631)			\$ (2,674,631)
Current Year Ending Balance	\$ 32,587,121	\$ -	\$ -	\$ 24,402,979
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 19,319,333.26	\$ 257,995.50	\$ -	\$ 19,577,329
Designated Amounts (9775-9780)				\$ -
Unappropriated Amounts (9790)	\$ 13,267,788	\$ (257,996)	\$ -	\$ 4,825,650
Comments (Major changes): OEA salary increase in FY25-26, FY26-27, FY27-28, various rates, various job classes. Majority increase is 7% for top step and 4% for other steps in FY25-26. Then 2% and 3% in FY26-27. Then 4% for some salary schedules in FY27-28				

* ryan-5/6/26: FY25-26 i-2 Projected Budget (approved 2nd Int)

Name of District:

Oakland Unified

Name of Bargaining Unit:

OEA

The Governing Board will take action on:

6/30/2026

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 As of: Jan 31, 2026	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 4,829,684			\$ 4,829,684
Federal Revenue (8100-8299)	\$ 76,063,557			\$ 76,063,557
Other State Revenue (8300-8599)	\$ 175,391,484			\$ 175,391,484
Other Local Revenue (8600-8799)	\$ 85,128,563			\$ 85,128,563
Total Revenues	\$ 341,413,288	\$ -	\$ -	\$ 341,413,288
Expenditures				
Certificated Salaries (1000-1999)	\$ 101,982,285	\$ 3,547,353		\$ 105,529,638
Classified Salaries (2000-2999)	\$ 76,759,421			\$ 76,759,421
Employee Benefits (3000-3999)	\$ 118,089,172	\$ 1,168,280		\$ 119,257,452
Books and Supplies (4000-4999)	\$ 42,061,621			\$ 42,061,621
Services & Operating Expenses (5000-5999)	\$ 175,467,883			\$ 175,467,883
Capital Outlay (6000-6599)	\$ 8,432,166			\$ 8,432,166
Other Outgo (7100-7299 & 7400-7499)	\$ 6,653,288			\$ 6,653,288
Direct Support/Indirect Cost (7300-7399)	\$ 11,245,761			\$ 11,245,761
Total Expenditures	\$ 540,691,597	\$ 4,715,633	\$ -	\$ 545,407,230
Operating Surplus (Deficit)	\$ (199,278,310)			\$ (203,993,943)
Other Sources and Transfers In (8910-8979)				\$ -
Other Uses and Transfers Out (7610-7699)				\$ -
Contributions (8980-8999)	\$ 114,288,915			\$ 114,288,915
Current Year Increase (Decrease) In Fund Balance	\$ (84,989,394)	\$ -	\$ -	\$ (89,705,027)
Beginning Balance	\$ 200,765,823			\$ 200,765,823
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 115,776,429	\$ -	\$ -	\$ 111,060,796
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 115,776,429			\$ 115,776,429
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)				\$ -
Unappropriated Amounts (9790)	\$ (0)			\$ (4,715,633)
Comments (Major changes): All cost of settlements were budgeted to object 4394 to ensure adequate budget and balance resources such as unearned revenue resources.				

ryan-2/7/26: FY25-26 i-1 Projected Budget (approved 1st Int)

Name of District: **Oakland Unified**

Name of Bargaining Unit: **OEA**

The Governing Board will take action on: **6/30/2026**

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: xx/xx/xx	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	492,180,923	0	0	492,180,923
Federal Revenue (8100-8299)	76,063,557	0	0	76,063,557
Other State Revenue (8300-8599)	187,027,440	0	0	187,027,440
Other Local Revenue (8600-8799)	105,106,868	0	0	105,106,868
Total Revenues	860,378,788	0	0	860,378,788
Expenditures				
Certificated Salaries (1000-1999)	280,401,468	9,649,858	0	290,051,326
Classified Salaries (2000-2999)	147,904,702	0	0	147,904,702
Employee Benefits (3000-3999)	241,936,074	3,249,917	0	245,185,991
Books and Supplies (4000-4999)	63,768,576	0	0	63,768,576
Services & Operating Expenses (5000-5999)	214,283,982	0	0	214,283,982
Capital Outlay (6000-6599)	10,521,678	0	0	10,521,678
Other Outgo (7100-7299 & 7400-7499)	6,730,014	0	0	6,730,014
Direct Support/Indirect Cost (7300-7399)	(2,579,830)	0	0	(2,579,830)
Total Expenditures	962,966,663	12,899,775	0	975,866,438
Operating Surplus (Deficit)	(102,587,875)	(12,899,775)	0	(115,487,650)
Other Sources and Transfers In (8910-8979)	15,000	0	0	15,000
Other Uses and Transfers Out (7610-7699)	3,000,000	0	0	3,000,000
Contributions (8980-8999)	0	0	0	0
Current Year Increase (Decrease) In Fund Balance	(105,572,875)	(12,899,775)	0	(118,472,650)
Beginning Balance	256,611,057			256,611,057
Pr. Year Audit Adj./Restatements (9793-9795)	(2,674,631)			(2,674,631)
Current Year Ending Balance	148,363,550	(12,899,775)	0	135,463,775
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	115,776,429	0	0	115,776,429
Reserved for Economic Uncertainties (9789)	19,319,333	257,996	0	19,577,329
Designated Amounts (9775-9780)	0	0	0	0
Unappropriated Amounts - Unrestricted (9790)	13,267,788	(257,996)	0	13,009,792
Unappropriated Amounts - Restricted (9790)	(0)	0	0	(4,715,633)
Unrestricted Reserves Percentage	3%			3%
Comments (Major changes): FY25-26 total agreement cost is \$12.9m for both UR and R. Cost were budgeted to object 4394 for all resources except resource 0000 which has a fund balance designation. Bugeting to salary line would require extra effort to operationalize and tracking but yield the same functional results.				

Name of District:

Oakland Unified

Name of Bargaining Unit:

OEA

The Governing Board will take action on:

6/30/2026

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY 2025-26	FY 2026-27	FY 2027-28
Revenues			
LCFF Revenue Sources	491,330,444	504,582,961	520,357,068
Federal Revenue	77,582,600	57,151,288	71,391,700
Other State Revenue	189,269,703	181,584,070	201,273,599
Local Revenue	111,467,362	88,910,554	108,727,364
Other Financing Sources	8,841,312	0	19,988,315
Other Adjustments			
Total Revenue	878,491,421	832,228,873	921,738,046
Expenditures			
Certificated Salaries	297,984,361	280,376,199	295,524,043
Step & Column Adjustment			
Settlement-Related Costs (+/-)			
Other Adjustments			
Total Certificated Salaries	297,984,361	280,376,199	295,524,043
Classified Salaries	153,204,906	145,302,227	142,302,227
Step & Column Adjustment			
Settlement-Related Costs (+/-)			
Other Adjustments			
Total Classified Salaries	153,204,906	145,302,227	142,302,227
Employee Benefits	251,103,634	219,997,248	246,569,929
Settlement-Related Costs (+/-)			
Books & Supplies	41,878,487	64,548,060	53,370,516
Services, Other Operating Exp	215,175,221	182,215,251	222,747,688
Capital Outlay	9,619,836	1,516,075	7,091,777
Other Outgo (Excluding Transfers of Indirect Costs)	4,357,949	2,400,957	(2,551,018)
Other Outgo - Transfers of Indirect Costs	5,345,384	3,000,000	3,000,000
Other Financing Uses (as positive)			
Other Adjustments		(30,000,000)	(30,000,000)
Total Expenditures (sum)	978,669,779	869,356,017	938,055,162
Net Increase(Decrease) in Fund Balance	(100,178,358)	(37,127,144)	(16,317,116)
Beginning Fund Balance	253,936,426	153,758,068	116,630,924
Audit Adjustments/Restatements			
Ending Balance	153,758,068	116,630,924	100,313,808
Components of Ending Balance			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	124,086,031	84,706,387	70,655,179
Required Reserve	29,522,038	31,774,537	29,508,628
Unrestricted Balance (Incl Revolving)			
ADA Assumption:	41,334	30,337	30,337
	(0)	0	0

Comments (Major changes):
Other revenue for FY26-27 has not been fully implemented which would increase available revenue. For example Gov's May Revise LCFF was 4.31% but we implemented 2.87%.

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	978,669,779	869,356,017	938,055,162
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 19,573,396	\$ 17,387,120	\$ 18,761,103

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

a. General Fund Unrestricted REU	\$ 29,522,038	\$ 31,774,537	\$ 29,508,628
b. General Fund Unrestricted Unassigned/Unappropriated	\$ -	\$ -	\$ -
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 29,522,038	\$ 31,774,537	\$ 29,508,628

3. Has the minimum state-required reserve been met? Yes Yes Yes

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

Yes

4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

OEA TA payment for FY25-26 has been implemented, expensed in FY25-26 and will be paid out in FY25-26.

Name of District: Oakland Unified

Name of Bargaining Unit: OEA

The Governing Board will take action on: 6/30/2026

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"?

Jenine/Tara

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

(If yes, please explain.)

No

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

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

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

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

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

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

N/A

Name of District: **Oakland Unified**

Public Disclosur

Name of Bargaining Unit: **OEA**

The Governing Board will take action on: **6/30/2026**

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?

N/A

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 district has applied budgetting practice to compliantly spend restricted funding sources which has helped strenghthen GP. Revenue has increased due better than projected P-2 ADA and the Gov's May Revised.

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.).

N/A

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.

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

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent Year	\$ (30,000,000)	The District reflected the amount required to
2nd Subsequent Year	\$ (30,000,000)	The District reflected the amount required to

Additional Explanation (if necessary)

The District will identify budget balancing solutions to maintain solvency.

Oakland Unified

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.

Cost over current budget / MYD	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	-	-	-	-
On-going	12,899,774	31,702,285	60,171,967	104,774,026
Total	12,899,774	31,702,285	60,171,967	104,774,026

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
Revenues/Other Financing Sources			
Compliance cost shifts	42,421,812		19,171,967
Increase in LCFE cola and Discret Block Grant		22,752,750	11,000,000
			21,050,465
Expenditures/Other Financing Uses			
Increased salary costs	12,899,774	31,702,285	60,171,967
Budget balancing solutions		(30,000,000)	(30,000,000)
reduction of expenses			
Ending Fund Balance Increase (Decrease)	29,522,038	21,050,465	21,050,465

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 hereby certify that the District can meet the costs incurred under the Collective Bargaining

Signed by:

22B4B10A2CB9415...

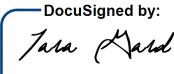
District Superintendent (Signature)

6/3/2026

Date

Denise Saddler

District Superintendent (Type Name)

DocuSigned by:

CECD0D78CDAC4B1...

Chief Business Official (Signature)

6/3/2026

Date

Tara Gard

Chief Business Official (Type Name)

ryan-2/11/26: budget balancing solution for FY25-26 has been implemented resulting in the current ~\$32m Fund Balance in Fd 01 UR.

Oakland Unified 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)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 6/30/2026, took action to approve the proposed Agreement with the OEA Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

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.