

# FULL TEXT OF MAY 13, 2015 TENTATIVE AGREEMENT(S)

1. As neither party has made proposals regarding the following articles below, the parties agree that the terms and conditions of employment governed by those enumerated articles shall remain unchanged for the duration of the agreement, except as may be subsequently agreed to in writing by the parties.

Article 3

Article 4

Article 5

Article 6

Article 8

Article 11

Article 14

Article 16

Article 18

Article 19

Article 20

Article 23

Article 26

2. The parties acknowledge that negotiations over articles/sections of the agreement that have been opened may impact and create a need for modification of the articles listed in 1 above in a manner currently unforeseen. In such case, upon mutual agreement of the parties, such articles/sections shall be reopened solely for the purpose of addressing such impact(s).

**KEY:** ~~deleted language~~ new language *[comment]*

## ARTICLE 1--AGREEMENT

### 1.1 General Provisions

- 1.1.1 This Agreement fully and completely incorporates the understanding of the parties hereto, constitutes the entire Agreement between the parties, and supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement.
- 1.1.2 ~~It is agreed that the~~ The Employer and Association will support this Agreement for its duration, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent or pursuant to articles contained herein.
- 1.1.3 The Employer shall make no changes in matters affecting salaries, benefits, or working conditions covered by this Agreement without meeting and negotiating with the Association. Nothing contained in the Agreement shall be interpreted or applied to eliminate, reduce, or diminish any bargaining unit member's benefits.

1.1.4 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules that are designed to implement this Agreement shall be consistent with the terms of the Agreement.

## **1.2 General Bargaining Provisions**

1.2.1 A contract between the Employer and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Agreement.

## **1.3 Term of Agreement**

~~1.3.1 The term of this Agreement is July 1, 2005 through June 30, 2008. The Association shall present bargaining proposals for a successor contract on or about December 1, 2007, and the parties shall begin bargaining not later than January 15, 2008, or at times that are mutually agreed to by the parties.~~

**1.3.1 The term of this Agreement shall be as follows:**

**1.3.1.1 2013-2014: From July 1, 2013 through June 30, 2014; and**

**1.3.1.2 2014-2015 through 2016-2017: From July 1, 2014 through June 30, 2017.**

**1.3.1.3 The Association shall present bargaining proposals for a successor Agreement on or about December 1, 2016, and the parties shall begin bargaining not later than January 15, 2017, 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 Early Childhood Education Centers (Article 22): For the 2015-2016 school year.**

**1.4.1.2 Performance Evaluation Pilots (Article 13 and MOU)**

**1.4.1.3 Peer Assistance and Review (Article 25): Section 25.3.5 (Confidentiality) for the 2016-2017 school year.**

## **ARTICLE 2—RECOGNITION**

*[All terms and conditions in Article 2 Recognition remain unchanged except as follows:]*

### **2.1.1.12 Adult Education Hourly Teachers**

**The current terms and conditions of the agreement between AFT Local 771 and OUSD, attached hereto and incorporated within shall remain the status quo for Adult Education hourly certificated employees until such time as the parties reach agreement over the term and conditions to be incorporated into the OEA/OUSD negotiated agreement.**

~~2.1.1.12~~13 All other certificated classifications not specifically excluded below

2.1.2 This contract shall not apply to:

~~2.1.2.1 Adult Education Hourly Teachers~~

**ARTICLE 10—HOURS OF WORK**

*[All terms and conditions in Article 10 Hours of Work remain unchanged except as follows:]*

**10.5.3.1 At Elementary sites, the first two (2) Wednesday minimum days of the year, and the last Wednesday minimum day of the year shall be used exclusively for elementary unit member directed preparation and activities.**

10.6 General Provisions

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

**10.6.4.1 Additional hours required for district mandated testing and the paperwork associated, including any associated “bubbling in” or transfer of data to Scantron forms shall be carried out either during the school day or as part of the five hours of professional responsibilities in Article 10.2.8.**

**10.9 Extended Collaboration Time**

**All student minimum days at each school shall be extended 30 minutes beyond the normal workday to support staff collaboration. 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 10.5.1.2 of the 2012-13 Agreement. Collaboration activities shall be determined at the site level in collaboration with the Faculty Council and may consist of a variety of activities, including but not limited to, planning efforts to improve academic performance of students, supporting teachers with implementing academic course standards, articulation with Programs for Exceptional Children, department and grade level lesson planning, project planning and professional development. Provisions shall be made to include unit members who are not normally included in minimum day plans. 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 work day on those days beyond thirty (30) minutes. This section shall be implemented commencing with the 2016-17 school year. The second semester of the 2015-16 school year shall be used to plan for the implementation of this section, however, no unit member shall be required to work any additional time during that semester.

## ARTICLE 12—ASSIGNMENT/TRANSFER/VACANCY/CONSOLIDATION POLICY

*[All terms and conditions in Article 12 Assignment/Transfer/Vacancy/Consolidation Policy remain unchanged except as follows:]*

### **12.2.2 Vacancies for the Subsequent School Year**

~~All vacancies shall be listed on the Position List and made available at the school sites, Administration Building Lobby, Association Office and on-line except in cases where vacancies are filled by employee-initiated transfers, employer-initiated transfers, consolidations or unit members returning from leave. The Position List identifying vacancies not filled by employee and/or employer initiated transfer requests shall be made available weekly until the position is filled.~~

~~12.2.2.1 As vacancies are identified at the site for the subsequent school year, the principal or site administrator shall request from the Human Resources Services and Support a list of eligible candidates who have submitted timely transfer requests, as well as any qualified external applicants recruited by the Employer.~~

~~12.2.2.2 The Human Resources Services and Support shall notify candidates, either electronically or in writing, when their names have been submitted to the site for consideration for transfer to that site or work location.~~

~~12.2.2.3 Unit members who have submitted Requests for Transfer will receive written or electronic notification of selection or non-selection. The non-selected candidate shall be given the reason(s) for non-selection in writing. The non-selected candidate may arrange a conference within five (5) days from the notice with the Human Resources Director or designee.~~

~~12.2.2.4 Unit members who wish to be considered for assignment to a vacancy and have not submitted a timely transfer request as required herein, must submit an application (either electronically, on line, by mail or in person) for the position listed on the Position List to the Human Resources Services and Support.~~

~~12.2.2.5 Candidates not selected for a position will be notified either electronically or in writing after a selection has been made and the candidate has accepted. The non-selected candidate shall be given the reason(s) for non-selection in writing. A non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director or designee.~~

## 12.2 Vacancies

12.2.1 Transfer requests for staffing subsequent school years shall be filled using the following process:

### 12.2.2 Vacancies for the Subsequent School Year

Vacancies for the subsequent school year shall be filled according to a multi-phase process as set forth in this Article.

#### 12.2.2.1 General Provisions

12.2.2.2 The Process: The process for filling vacancies according to the “match process” defined in this Article is comprised of five phases which take all of the following into account:

- a. The needs of the District to fill vacancies in a timely manner for the benefit of students;
- b. Recognizing the past service of teachers who have been displaced from a position due to external factors over which they have no control; and
- c. Empowering teachers at school sites with a significant and meaningful role in the selection process for filling vacancies.

#### 12.2.2.3 Personnel Committee:

- a. Unit members at each school will elect a Personnel Committee (“PC”) of not more than seven (7) members with the simple majority (at maximum) of members being teachers at the site. For example, a seven (7) member PC shall have four (4) teacher members, and a five (5) member PC shall have three (3) teacher members.
- b. The PC members shall, as much as feasible, reflect the needs of grade levels, departments, and specialized programs. The PC shall call upon individuals to provide information, experience and input in particular areas of expertise as needed. At the secondary level, at least one unit member with knowledge and/or experience in the content area, grade level or pathway of the position for which a transfer applicant/candidate is being considered shall participate in the process.
- c. By the second Friday in January, the PC will designate up to two teachers of the PC to be trained by Human Resources.
- d. All teacher members of the PC will receive a stipend of \$250. Up to two teacher members shall receive an additional \$100 stipend for being designated as being available to participate in the summer hiring process during Phase 4.

12.2.2.4 Distribution of Information: As vacancies are identified for the subsequent school year, the Site Leader/Principal shall request from the Human Resources Services and Support a list of eligible candidates who have submitted timely voluntary transfer requests or who are Talent Pool Teachers

**as defined in section 12.2.2.5(B)(2)(a) below returning from extended leave of absence, and qualified external applicants. This information shall be provided to the Site Leader/Principal and the PC in a manner that facilitates timely implementation of the provisions of this Article.**

- a. **The Human Resources Department shall update the vacancy list which shall be made available to voluntary transfer applicants and Talent Pool Teachers. The District shall promptly provide alerts as new vacancies occur.**
- b. The Human Resources Service and Support shall notify candidates, either electronically or in writing, when their names have been submitted to the site for consideration for transfer to that site or location. [Formerly 12.2.2.2]

#### **12.2.2.5 The Process for Filling Vacancies**

**The District and the Association share an interest in facilitating placement of unit members in school programs for which there is a match between unit member desire and program need. For this reason, employee initiated transfers shall be granted upon the approval of Human Resources Services and Support (HRSS). Unit members may submit a request for transfer to HRSS as provided in this Article.**

**12.2.2.5.1 Phase 1 (Open Hiring): Commencing with the second semester, the District may fill vacancies with voluntary transfer applicants, teachers assigned to Instructional Support roles, teachers returning from extended leave, teachers exiting a school/program pursuant to Articles 12.9, 27 or 28 and external candidates hired by the District up to the date “Phase 2” opens, which shall not be later than April 1.**

- a. **Criteria for selection shall be based on required credentials/qualifications and experiences and hiring criteria, defined in section C below if applicable (hereafter referred to collectively as “the match criteria”).**
- b. **The PC shall interview and observe (if possible), voluntary transfer applicants and require demonstration lessons of all other Phase 1 applicants.**
- c. **Individuals selected to fill vacancies shall be determined by a “match” between the stated preference of the applicant(s)/candidate(s), and the recommendation of both the PC and the Site Leader/Principal.**
- d. **Teachers participating in Phase 1 as voluntary transfer applicants must notify Human Resources in writing (including email) not later than the end of the first workweek in January. This date shall also be the deadline for the first early declaration of separation. Unit members who wish to be considered for assignment to a vacancy and have not submitted a timely transfer request as required herein, must submit an application (either electronically, on-line, by mail or in person) for the position listed on the Position List to the Human Resources Services and Support. [formerly in 12.2.2.4, 12.6.]**

- e. Each voluntary transfer applicant shall indicate in the written notice one of the following choices:
  - i. The employee is leaving his/her current assignment in order to participate in Phase 1; OR
  - ii. The employee may transfer depending on the vacancy opportunities, but is not leaving his/her current assignment at this time.
- f. Voluntary transfer applicants who submit a section (e)(i) notice above shall be considered for known vacancies first, along with other teachers and candidates described in paragraph “Phase 1” above.
- g. After all “(e)(i) teachers” have been considered, voluntary applicants who submitted a section (e)(ii) notice above shall then be considered for known vacancies, along with other teachers and candidates described in paragraph “Phase 1” above.
- h. The “(e)(ii) teachers” referred to in section (g) immediately above will receive written or electronic notification of selection or non-selection. The non-selected candidate may arrange a conference within five (5) days from the notice with the Human Resources Director or designee. *[formerly 12.2.2.]*  
The “(e)(ii) teachers” referred to in section (g) immediately above may choose among the following options:
  - i. Accept a “match” and voluntarily transfer; or
  - ii. Decline “match” opportunities for transfer and retain their current assignment; or
  - iii. Leave their current assignment, and participate in the transfer process according to the remaining Phases set forth in this Article.

**12.2.2.5.2 Phase 2: (Priority Advisory Matching): Beginning not later than April 1 and extending for twenty (20) teacher workdays, vacancies shall be filled exclusively by teachers in the Talent Pool through the following process.**

- a. The Talent Pool is comprised of teachers whose current positions have been consolidated due to reasons including overstaffing, school redesign, school closure, unassigned Instructional Support teachers, teachers exiting a school/program pursuant to Articles 12.9, 27 or 28 and unassigned teachers returning from an extended leave of absence.
- b. In order to be considered for placement, a teacher in the Talent Pool must participate in the process set forth in this section. Failure to do so shall result in a teacher foregoing the priority placement rights set forth in Phase 2.
  - i. “Participate” means attend the school site showcase, present a demonstration lesson (only for teachers returning from extended leave) and engage with the PC. Thereafter, Talent Pool Teachers must submit a list of up to five (5) preferred schools to the Human Resources Department by the deadline established by HR.

- ii. Talent Pool Teachers shall be offered two (2) days of substitute coverage to “participate” during Phase 2 after the school site showcase.
  
- c. In order for the PC to exercise the right to provide the Advisory Matching Feedback Form to a Talent Pool teacher who has included a school among the list of preferences, the school must participate in the process with such teacher. Failure to do so shall result in the PC foregoing its right to provide the Form to such teacher, and the teacher shall be deemed to be a “match” for that school.
  - i. “Participate” means attend the school site showcase, offer visits to the site, engage with interested teachers, watch demonstration lessons (only for teachers returning from extended leave), and conduct classroom observations (if possible).
  
- d. The OEA President and Superintendent/designee may determine that capacity and time constraints necessitate modifications of the levels of “participation” provided in sections 2(b) and 2(c) above. This could mean, for example, that there may be insufficient time for a teacher to visit every school and/or for the PC to observe, engage with or conduct a demonstration lesson for every interested teacher.
  
- e. The PC’s recommendation shall be based on the match criteria to determine if there is a “match.”
  
- f. An external candidate or a voluntary transfer applicant who elected to leave their current assignment and remain in the transfer process (section Phase 1 (h)(iii) above) may be selected to fill the vacancy during Phase 2 only if there is no Talent Pool teacher who meets the match criteria, in which case, sections 2 (h) through (j) below shall not apply.
  
- g. Placement in vacancies shall be determined by a “match” between the stated preferences of the Talent Pool teachers and the recommendation of both the PC, and the Site Leader/Principal.
  
- h. The PC shall provide a list of teacher(s) it is recommending to the Site Leader/Principal who shall then indicate agreement or disagreement with the recommendation(s).
  
- i. If the Principal/Site Leader disagrees with any PC recommendation(s) on the list, the Principal/Site Leader and the PC shall be afforded an opportunity to reach agreement. In the absence of agreement, there shall be a review by the Superintendent and OEA President, whose decision shall be final.
  
- j. The final list will then be forwarded to the Human Resources Department which shall facilitate the placement of Talent Pool Teachers at any of each individual’s up to five (5) preferred schools.
  - i. For example a less senior teacher could be placed at “matched” school “A” for which a more senior teacher did not “match.” Instead,

the more senior teacher could be placed at school “B” for which there was a “match.”

ii. In any event, a Talent Pool Teacher who has not been “matched” with any of his/her up to five schools, shall be placed at one of those five schools based on seniority, or may elect one of the following options in section (k) immediately below.

k. A Talent Pool Teacher who does not elect to be placed at a school as provided in section (j)(ii) above may instead exercise one of the following options:

i. Be placed in available Instructional Support roles. These teachers shall be placed by the District in order of seniority, with the District giving due consideration to the teacher’s preference, strengths and interests; OR

ii. Elect to remain in the Talent Pool.

12.2.2.5.3 Phase 3 (Advisory Matching): Following the close of Phase 2 above and extending through June 30, the District may fill vacancies from teachers remaining in the Talent Pool, remaining voluntary transfer applicants who elected to remain in the transfer process (section Phase 1 (h)(iii) above), and external candidates, subject to the match criteria and the following process.

a. Teachers remaining in the Talent Pool at the close of Phase 2 shall be considered for new vacancies, providing they communicate to the Human Resources Department in writing (including email) their interest in specific listed vacancies within three (3) teacher work days after a vacancy is posted to the vacancy list. Talent Pool Teachers and schools with vacancies must “participate” as defined in Phase 2 above, provided, however, there will be no school site showcase.

i. For new vacancies arising after the end of the teacher work year through June 30, participation by the PC shall be by the designated “summer” PC members, and the three (3) days referred to in 3(a) immediately above shall be days on which the District Office is open for business.

b. Individuals selected to fill vacancies shall be determined by a “match” between the stated preference of the applicant(s)/candidate(s), and the recommendation of both the Personnel Committee (“PC”), and the Site Leader/Principal.

i. For Teachers remaining in the Talent Pool who meet the time line in section (a) above, the determination of “matches” shall be made and reported to Human Resources not later than eighteen (18) teacher work days following posting of the vacancy.

ii. As soon as possible thereafter, Human Resources will inform the participating Talent Pool Teachers in writing (email included) whether a “match” was determined.

- iii. A Talent Pool Teacher who has not been matched may arrange a conference with the Human Resources Director or Designee by written request within five (5) days of being notified of not being a match. (formerly 12.2.2.5)
  - iv. Following notification from Human Resources, a Talent Pool Teacher who has been “matched” with the preferred vacancy shall be placed at the school based on seniority if s/he notifies Human Resources in writing (email included) of this election within two (2) teacher workdays, or may elect one of the following options in section (d) (c)(i) and (ii) immediately below.
  - v. Following notification from Human Resources, a Talent Pool Teacher, who has not been “matched” with the preferred vacancy shall be placed at the school based on seniority if s/he notifies Human Resources in writing (email included) of this election within two (2) teacher workdays, or may elect one of the following options in section (c)(i) and (ii) immediately below.
  - vi. As required by Education Code section 35036, voluntary transfer applicants who were not placed in Phase 1 may elect one of the options provided in section 3(d)(i) and (ii) immediately below.
  - c. Talent Pool Teachers meeting the time line set forth in 3 (a) above who have not been placed may instead exercise one of the following options:
    - i. Be placed in available Instructional Support roles. These teachers shall be placed by the District in order of seniority, with the District giving due consideration to the teacher’s preference, strengths and interests; OR
    - ii. Elect to remain in the Talent Pool.
  - d. Voluntary transfer applicants who elected to remain in the transfer process may exercise one of the following options:
    - i. Be placed in available Instructional Support roles. These teachers shall be placed by the District with due consideration given to the teacher’s preference, strengths and interests; OR
    - ii. Elect to remain in the Talent Pool.
  - e. The District may fill vacancies through the Phase 3 “match” process with external candidates immediately if no qualified Talent Pool Teachers apply for the vacanc(ies).
- 12.2.2.5.4 Phase 4 (Summer Hiring): Following the close of Phase 3 above and extending until two (2) weeks before the first student attendance day, the District may fill vacancies from both current employees still waiting to be placed and external candidates, subject to the “match” criteria and the following.
- a. The designated PC member(s) shall be available to participate in the hiring process over the summer.

**12.2.2.5.5 Phase 5 (New Year): Following the close of Phase 4 above and extending into the upcoming teacher work year, the District may fill vacancies from both the Talent Pool and external candidates, subject to the “match” criteria and the following process.**

- a. **The District shall place teachers remaining in the Talent Pool or external candidates may be placed into site vacancies.**  
**Talent Pool teachers not placed into a site vacancy will be placed into Instructional Support Roles. These teachers shall be placed by the District in order of seniority and with due consideration of the teacher’s school site preference, strengths and interests.**

**12.2.2.6 Hiring Criteria\***

**As used in this Article, “hiring criteria” are comprised of site-determined and District recognized programmatic elements or Site and Teacher Agreements which require fulfilment of specific teacher responsibilities essential to the operation of the school.**

**12.2.2.6.1 These programmatic elements can apply to individual schools and programs integrated within a larger school and must be deeply integrated into the organizing principles of the school or program such that the specialized program could not function without them.**

**12.2.2.6.2 Site and Teacher Agreements must be clearly linked to the mission and vision of the specialized program and clearly identify essential instructional practices and commitments that all staff hold and which are different from traditional educational programs or courses of study.**

**12.2.2.6.3 The site based requirements referred to in sections 12.2.2.6.1 and 12.2.2.6.2 above must be identified and implemented by the school or program in order to serve as a criterion to be used in the hiring and placement process set forth in this Article.**

- a. **Schools with the following identified and District-recognized organizing principles are deemed to have complied with the requirements of this section and may use hiring criteria:**
- i. Dual Language Immersion**
  - ii. Linked Learning**
  - iii. Newcomers Program**
  - iv. Expeditionary Learning**
  - v. Big Picture**
  - vi. Blended Learning**
  - vii. Lab Schools associated with Teacher Training Programs**
- b. **In addition, schools that complete the process set forth in Article 27 may utilize their approved hiring criteria.**

*[\*Note for Tentative Agreement Only: Nothing in section 12.2.2.6 immediately above represents or shall be construed as an agreement or understanding by the parties regarding so-called “skipping criteria” under Education Code section 44955(d)(1).]*

**12.2.2.7 Affirmation Agreement:**

**The matters set forth in section 12.2.2.6 above shall be reduced to writing in an “Affirmation Agreement” that shall be provided to each transferred Talent Pool Teacher or external candidate at the inception of his/her employment at a school or in a program that meets the requirements of section 12.2.2.6 above.**

**12.2.2.7.1 All applicants/candidates are required to sign such document as a condition of working at such school or program.**

**12.2.2.7.2 Not later than the end of the first semester, the Principal/Site Leader may determine in writing that a teacher has not satisfied the terms of the Affirmation Agreement at the new site or program within a site.**

**12.2.2.7.3 In such case, the Principal/Site Leader and teacher shall discuss the written reasons supporting the determination that the Affirmation Agreement has not been satisfied. The Principal/Site Leader and teacher shall also discuss the option of the teacher’s voluntary return to the Talent Pool and participation in the transfer procedure at Phase 1 for the subsequent school year.**

**12.2.2.7.4 If the teacher does not select the option to return voluntarily to the Talent Pool, the following process shall apply:**

- a. The Principal/Site Leader and the PC shall be afforded an opportunity to discuss the Principal/Site Leader’s written reasons supporting the determination that the Affirmation Agreement has not been satisfied.**
- b. The teacher may also elect to meet with the PC to discuss the Principal/Site Leader’s written reasons supporting the determination that the Affirmation Agreement has not been satisfied.**

**12.2.2.7.5 If the PC agrees with the Principal/Site Leader’s determination, the teacher will automatically be placed in the Talent Pool and begin participating in the transfer procedure at Phase 1 for the subsequent school year. In the absence of agreement, there shall be a review by the Superintendent and OEA President, whose decision shall be final. This process, including the review if any, shall be completed not later than the last teacher work day in February.**

**12.2.2.8 Instructional Support Roles:**

**12.2.2.8.1 Teachers serve in school site roles under the supervision of the Site Leader/Principal to provide support that may include the following:**

- a. Co-teaching**
- b. Substitute coverage for absent teachers at the school site**
- c. Push in/pull out small group instructional support**
- d. Curriculum development**
- e. Special projects assistance**
- f. Remediation**
- g. Internship support**
- h. Classroom coverage to support TGDS implementation**
- i. Differentiated instruction support**
- j. Prep Teacher at priority schools.**

- 12.2.2.8.2 Composition of the teacher's role(s) shall be identified at the time of assignment.
- 12.2.2.8.3 These assignments shall be limited to a maximum of two (2) school sites.
- 12.2.2.8.4 Priority in assigning these roles shall be given to schools with a 90% or more unduplicated student count.
- 12.2.2.8.5 Absent agreement between the teacher and the Site leader/Principal, and approval by the District, teachers shall serve in Instructional Support Roles for only one (1) school year, upon the completion of which they shall re-enter the transfer process at Phase 1 for the subsequent school year.
- 12.2.2.9 Positions of unit members on leave for one (1) semester or less shall not be considered vacancies. In the event that the unit member extends his/her leave beyond one (1) semester, does not return, or chooses another assignment, the unit member's former position shall be declared vacant and shall be filled in accordance with this Article. (Formerly 12.2.3.4)
- 12.2.2.10 12.2.3.5 Positions of bargaining unit members serving as Consulting Teachers in the PAR program shall not be considered vacancies. The Consulting Teacher is considered on leave to a categorically funded program from his/her regular assignment. (See Error! Reference source not found.PAR Program.) (Formerly 12.2.3.5)

*12.2.3 Vacancies Occurring During The School Year [UNCHANGED]*

*12.3 Application Process [UNCHANGED]*

**12.4 Assignment Factors**

- 12.4.1 The principal of each school site, **Personnel Committee**, and heads of central office divisions requesting teacher personnel shall supply the Human Resources Services and Support with the basic data upon which to determine the eligibility of a candidate for a position on the basis of the following assignment factors:
- **Possession of the appropriate California Teaching credential;**
  - **Qualifications and Experiences;**
  - **Hiring Criteria (if applicable)**
- 12.4.2 ~~If the above factors are equal for candidates, seniority in the District shall be given preference in granting an assignment.~~ **Seniority in the District shall determine assignments according to the process set forth in this Article.**
- 12.4.3 In recognition of the importance of experience in the District, the Employer will give full consideration to current credentialed and qualified temporary and substitute teachers who are eligible applicants for a posted vacancy **according to the process set forth in this Article.**
- 12.4.4 Candidates not selected for a position will be notified either electronically or in writing of the reason(s) for non-selection after a selection has been made and a candidate has accepted. The non-selected candidate may arrange a conference

within five (5) days of the notice with the Human Resources Director or designee to discuss the ineligibility.

## 12.5 Transfers

### 12.5.1 General Provisions

12.5.1.1 A transfer is defined as an assignment change from one site to another within the District.

**12.5.1.2** Assignment changes for elementary school instrumental music instructors, EEIP teachers, special education teachers, speech and language pathologists, nurses and psychologists are not considered transfers in that such assignments are subject to change because of fluctuations in enrollment and program requirements. **Prior to such changes being made, except in an emergency or for extenuating circumstances, unit members shall be consulted regarding possible changes, provided a minimum of five (5) days notice and the provisions of Article 10.2.3 shall apply.**

12.5.1.3 Unit members shall not be transferred more than once during their probationary period except in an emergency or for extenuating circumstances.

## 12.6 Employee-Initiated Transfer Voluntary

~~12.6.1 In making a transfer, the convenience and the wishes of the unit member shall be given strong consideration. After the unit member has applied for a transfer, he/she shall be given the Position List referenced in Section 0. Upon reviewing the Position List, the unit member shall select, in order of preference, up to his or her first five (5) choices. If more than one unit member selects a position, the unit member with the most seniority shall have first preference.~~

### ~~12.6.2 Process~~

~~12.6.2.1 Transfer requests for the subsequent school year shall be submitted either electronically, on-line, or by submitting the Request to Transfer form.~~

~~12.6.2.2 The request shall be submitted to the Human Resources Services and Support between the first working day of the school year and the last working day in February.~~

~~12.6.2.3 The Request to Transfer form shall contain the unit member's name, employee ID number, seniority date, credential(s) held, sites and/or grade level or subject area, date of last transfer, and traditional or year-round school schedule to which he/she would like to be considered for transfer.~~

~~12.6.2.4 Requests shall remain on file through the last working day of the traditional school year for consideration for placement the subsequent school year.~~

~~12.6.3 Unit members who wish to be considered for assignment to a vacancy and have not submitted a timely transfer request must submit an application for the position listed on the Position List to the Human Resources Services and Support. This application may be submitted either electronically, on-line, by mail or in person.~~

12.6.4 The unit member may discuss with the immediate supervisor the reasons for the transfer if he/she desires.

12.6.5 If a unit member's transfer request is denied, the unit member will be notified either electronically or in writing as to the reasons why. Upon written or electronic request, a non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director to discuss the ineligibility.

12.6.6 A unit member whose transfer request has been approved will be expected to remain in the new assignment for at least two (2) years, unless an emergency situation or extenuating circumstances makes it desirable for another transfer to take place.

**12.7 Employer-Initiated Transfer Involuntary:** *[unchanged]*

**12.8 Consolidations:** *[unchanged]*

### **12.9 Transfer/Consolidation Due To School Closure/Replacement**

12.9.1 Unit members according to their seniority will have the option of being assigned to schools to which students from the closed school have been placed if positions are created due to the attendance of students from the closed school.

12.9.2 In the event all unit members cannot follow the students from the school due to changes in enrollment, **the process set forth in this Article shall be followed.**

12.9.3 Should the unit member not exercise this option, he/she will follow the process set forth in this Article.

12.9.4 If closure is based on inability to use the facility, when the facility is rebuilt, all unit members who were in the original school shall have first opportunity to be assigned to the new facility. If more unit members desire to return than there are positions available, the assignment factors shall be considered.

12.9.5 After the unit members in the original school have had an opportunity to be assigned to the new facility, if vacancies still remain, then procedures for filling a vacancy under this Article shall be followed.

12.9.6 Unit members assigned to a school prior to grade reconfiguration (grade level changes) shall have the option of remaining at the school after reconfiguration. An exception would be allowed if the unit members do not have the credential required for the new grade level configuration.

12.9.7 In the event that all the unit members cannot remain after the reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated.

12.9.7.1 Unit members who wish to follow their students to another school, due to enrollment shifts required by reconfiguration, shall be granted the opportunity to do so, in accordance with **the process set forth in this Article.**

12.9.7.2 Unit members who do not want to continue in their assignments, due to reconfiguration, shall have the opportunity to accept current vacancies for which they are qualified **according to the process set forth in this Article.**

### **12.10 Classroom Teacher Assignment**

**12.10.1.7 Volunteers shall be considered before involuntarily assigning members to combination classes. Unit members shall not be involuntarily assigned to a combination class in consecutive years except in an emergency or for extenuating circumstances.**

## ARTICLE 13-PERFORMANCE EVALUATION

*[All terms and conditions in Article 13 Performance Evaluation remain unchanged except as follows:]*

### **13.1.4 Selection of Evaluatee**

**13.1.4.1 Tenured employees shall be evaluated at least every two years except as provided in this section and as described in 13.1.4.2 below. A random method of selection shall be used to determine the evaluatees for odd and even years. Probationary employees shall be evaluated annually, except for first-year employees who shall be evaluated twice a year. The need for consecutive annual evaluations may be challenged by the evaluatee through the procedure described in Section 13.5. Consecutive annual evaluations shall be for just cause only.**

**13.1.4.2 To support continuous improvement of unit members and contributions to colleagues, the district and the association agree to the following alternative evaluation cycle: For the duration of this agreement, pursuant to Education Code section 44664, unit members with permanent status who have been employed at least 10 years with the school district, who are highly qualified as defined in 20 U.S.C. Section 7801(23), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every five years if the unit member and evaluator consent in writing to such a modified schedule. Unit members on such alternate schedule shall complete an alternative to evaluation as specified below. Should either the evaluator or evaluatee withdraw consent, notice shall be given prior to the first meeting scheduled under Article 13.3.2**

**Unit members with an alternate evaluation cycle pursuant to this section shall complete a mutually agreed upon alternative project. Examples include but not limited to: project based learning, curriculum development, pursuit of advanced degree with research topic to support profession/district/nation, project based learning to impact target group of identified in District's strategic plan. If mutually agreed, the project period may exceed one year, however, it is not the intent of the parties to increase the frequency of evaluation beyond the provisions of Article 13.1.4.1 above.**

## ARTICLE 15—CLASS SIZE AND CASELOADS

All terms and conditions in Article 15 remain unchanged except as follows:

Article 15.4 Categories - Elementary

The Employer shall not exceed the following class size maximums.

### 15.4.1 Elementary Schools - Maximum Class Sizes Base Program

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

### 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.

15.4.2 Effective with the 2016-17 school year, the District will 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:

<u>TK-Kindergarten</u>	<u>24</u>
<u>Grade 1-3</u>	<u>27</u>
<u>Grade 4-5</u>	<u>30</u>

### 15.5. Class Size Reduction

~~15.5.1 The Employer and the Association agree that continued and supplemental class size reductions shall be pursued, as more money becomes available. Implementation of the class size maximums in the Class Size Reduction Program in Article 15.4.1 above is governed by the laws, regulations, and procedures of the State's Class Size Reduction ("CSR") Program, including but not expressly limited to allowable class size overages under the State CSR Program and penalty provisions under the State CRS Program. In the event there are changes to the State CSR Program, the parties agree to meet and negotiate the effects of such change(s) with the goal of continuing class size reduction during the budget development process each year.~~

Article 15.11.1

15.11.1.1 Effective with the 2015-16 school year, the District will shall make every effort regarding staffing and effective allocation of resources in order to make assignments in a manner intended to achieve reasonably balanced caseloads and class sizes assigned to members, which should not exceed the amounts below:

Special Day Classes:

Preschool:

Mild-Moderate per class – 10

Moderate-Severe per class – 8

TK-12:

Mild to Moderate- 15

Moderate to Severe- 12

Autism-8-10

15.11.1.2 Effective with the 2016-17 school year, the District will shall make every effort regarding staffing and effective allocation of resources in order to make assignments in a manner intended to achieve reasonably balanced caseloads and class sizes assigned to members, which should not exceed the amounts below:

Special Day Classes:

TK-12:

Mild to Moderate- 14

Moderate to Severe-11

15.11.1.3 Effective with the expiration of this agreement and carrying forward unless otherwise mutually agreed by the parties, the District will shall make every effort regarding staffing and effective allocation of resources in order to make assignments in a manner intended to achieve reasonably balanced caseloads and class sizes assigned to members, which should not exceed the amounts below:

Special Day Classes:

TK-12:

Mild to Moderate- 13

Moderate to Severe-10

**15.11.2** The District shall monitor class sizes and caseloads. On at least a monthly basis the district and the Association representative(s), designated for this purpose shall meet. When an individual's caseload/class size approaches the amount designated above, the following steps will occur.

**15.11.3** The District shall exhaust all available options to prevent the assignment of additional students that would cause the amounts above to be exceeded.

**15.11.4** If a member's class size exceeds the amounts above, a support plan shall be implemented within 15 days from the date a student is assigned to the unit member's class. This support plan may include, but not be limited to: assignment of additional paraprofessionals, identification of school or other environmental resources, etc.

**15.11.5** A monthly written report after each OEA and District meeting will be produced tracking the monitoring of the class sizes/caseloads and actions decided on and followed through with.

**15.11.6** The classifications in District document #13 dated November 6, 2014 shall be incorporated as an Appendix, number to be determined at insertion.

## **ARTICLE 16--COMMITTEES**

*[All terms and conditions in Article 16 Committees remain unchanged except as follows:]*

### **Article 16.3 – Special Education Committee**

#### **16.3.1 – Special Education Committee Purpose**

**In an effort to improve communication and collaborative problem-solving, the District and Association shall establish a Special Education Committee made up of bargaining unit members and Programs for Exceptional Children (PEC) administration.**

#### **16.3.2 Composition**

**There shall be not more than fifteen (15) unit members serving on the committee comprised of 75-90% unit members assigned to PEC and 10-25% assigned to general education positions in the District. By October 1st of each year, the Association will provide the District a list of unit members to serve on the committee for the year. Unit members may not serve on the committee for more than three consecutive years.**

**The District participants on the committee will include the Deputy Chief of Programs for Exceptional Children and/or designee(s) which may include other administrators and staff.**

#### **16.3.3 Special Education Committee Function**

It shall be the function of this committee to identify and discuss any opportunities or challenges of common interest related to PEC. The specific function of the Committee shall be to facilitate a culture of collaborative problem-solving.

#### 16.3.4 Logistics

The committee will hold regularly scheduled meetings, no less than every other month during the school year. Meeting times will be based on mutual agreement. The unit members shall elect a chairperson to facilitate communication regarding committee matters, including joint preparation of meeting agenda with the Deputy Chief. Minutes of items discussed and decisions made by the committee shall be reviewed for accuracy by the chairperson and by the Deputy Chief or designee(s). The Deputy Chief shall ensure that the official minutes are posted for review by all District staff. Each party shall be responsible for notifying their respective constituents of the availability of the minutes.

### **ARTICLE 17—SAFETY AND SECURITY CONDITIONS**

*[All terms and conditions in Article 17 Safety and Security Conditions remain unchanged except as follows:]*

**17.16.1 The District may employ the use of video and/or audio recording devices in non-classroom areas in order to enhance school safety. The District agrees that such use shall fully comply with the Education Code 51512 regarding the use of recording devices in classrooms.**

**17.16.2 In gymnasiums and other multi-use facilities, the District agrees to use signage or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of rights under Education Code 51512.**

### **ARTICLE 21—SPECIAL SERVICES AND SPECIALIZED ASSIGNMENTS**

*[All terms and conditions in Article 21 Special Services and Specialized Assignments remain unchanged except as follows:]*

#### **21.2 Counselors**

21.2.1 ~~The Association and Employer mutually recognize the critical importance of a working collaboration to ensure~~ Beginning with the 2015-2016 school year, the following provisions shall apply to the allocation of counselors to every site serving sixth (6<sup>th</sup>) grade and above. “Counselors” as used in this article refers to unit members appropriately credentialed to provide effective social and academic interventions and counseling support for students at the secondary level. The ~~secondary~~ site allocation for counselors shall be based upon a District-wide ratio of ~~700~~ 600:1. This shall not be

~~construed to prevent or discourage the use of District and/or local resources to improve this ratio. and the parties recognize that all District resources should be maximized, including categorical resources and Measure E, to provide additional interventions and counseling support for secondary students~~

#### 21.2.2 Counselor/Student Ratio

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

21.2.2.2 No more than 64 additional students shall be assigned to the total counseling staff at a school before additional counseling periods shall be provided, except by mutual agreement between site administrator and the counselor(s).

**21.2.2.3 The District may alter the ratio provided in section 21.2.1.1 above only as a result of actual implementation of a statutory reduction in force (layoff) prompted by budgetary needs, subject to the following:**

**21.2.2.3.1 The District will notify OEA in advance of any potential decision to reduce counseling services. The parties shall meet to discuss alternatives that might mitigate or eliminate the need for such reduction in services.**

**21.2.2.3.2 Alteration of the ratio set forth in section 21.2.1.1 above due to a reduction in force shall not result in a District-wide ratio greater than 700:1**

21.2.6 The Employer agrees that all counselors, who possess valid credentials and are affected by the new provisions which require a ~~700~~ <sup>600</sup>:1 student-counselor ratio, will be offered positions in the classroom by the Employer.

**21.2.8 Every site serving sixth (6<sup>th</sup>) grade and above shall be ensured monthly counseling services.**

**21.2.9 Individual counselors shall not be required to provide services to more than three (3) school sites as part of their regular assignment.**

**21.2.10 Every effort shall be made to make counselor assignments in a manner intended to achieve reasonably balanced workloads.**

## 21.4 Bilingual Education

### 21.4.1 BCLAD Stipend

~~24.4.1.1 To be eligible for a BCLAD stipend, a unit member must meet all of the following conditions:~~

- ~~• Hold BCLAD Certification~~
- ~~• Work at a school/site where, within the student body, there are at least 15% or at least 75 English language learner designated students.~~

~~• Willing to conduct a maximum of ten (10) hours of translation of school to home written or verbal communication as directed by the site administrator.~~

~~24.4.1.2 The stipend paid to eligible unit members shall be the number of eligible unit members in any year divided into \$296,640. No unit member shall receive a stipend greater than \$2060.~~

Beginning with the 2015-16 school year, a BCLAD stipend of \$1500 shall be paid to all unit members who hold BCLAD certification. The stipend shall be added to the annual salary amount and paid out in ten equal increments.

#### 21.11 Speech and Language Pathologist Specialists (SLP)

Beginning with the 2015-2016 school year each SLP shall be provided two release days to complete mandated paperwork. The dates shall be scheduled by mutual agreement between the SLP and immediate supervisor.

~~21.11.2 SLP shall receive an adequate sum of money for the purchase of supplies and materials for each full-time position to the extent possible within the existing budget.~~

Beginning with the 2015-2016 school year, 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.

#### 21.13 Special Day Class Teachers

21.13.7 SDC teachers ~~will~~ **shall** be invited to participate in the interview process to fill IA paraprofessional vacancies in their programs. ~~Site administrators may invite SDC teachers to participate in the interview process to fill AHC vacancies in their programs.~~ It is understood that this language does not apply if a permanent SDC teacher is not currently assigned to this position.

21.13.8 Each SDC teacher shall submit to the Site ~~Administrator~~ **Leader** recommended work schedule and work responsibilities for any IA/AHC paraprofessional assigned to their program.

Under the direction of and support from the site ~~administrator~~ **Leader and/or appropriate program personnel**, SDC teachers are responsible for providing program guidance, including orientation to IA/AHC paraprofessional assigned to their program.

#### 21.14.5 Initial Assessments

21.14.5.1 Beginning with the 2015-2016 school year, in order to make RS assignments in a manner intended to achieve a reasonable balance among RS's, the number of initial assessments performed by each RS should not exceed 12 annually.

**21.14.5.2 When an individual RS approaches 12 assigned initial assessments, the following steps will occur:**

**21.14.5.2.1 The District shall exhaust all available options to prevent the assignment of additional initial assessments that would cause the number in 21.14.5.1 to be exceeded.**

**21.14.5.2.2 The District shall monitor initial assessments of all RS's on at least a monthly basis and shall inform and consult with Association representative(s) designated for this purpose regarding such individuals in order to achieve the number in 21.14.5.1.**

21.18.11.2.3 **Beginning with the 2015-16 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.**

**21.21 Adult Education Hourly**

**21.21.1 Beginning with the 2015-16 school year, Adult Education Hourly members teaching ten (10) hours a week or more shall receive one (1) hour of paid preparation time per week in addition to their instructional hours. This hour shall count towards eligibility for health benefits.**

**ARTICLE 24 –SALARY AND BENEFITS**

**Replace 24.1 with the language below:**

*[The following language is not in bold in order to make it (slightly) more comprehensible. It is all new language.]*

**2014-15**

For the 2014-15 school year, all schedules, substitute rates, and adult education hourly rates shall be increased as follows:

- 2% effective July 1, 2014
- 1% effective February 1, 2015
- 2.5% effective June 30, 2015 at 11:59 PM

**2015-16**

For the 2015-16 school year, all rates and schedules shall be increased as follows:

2.5% effective January 1, 2016. This compensation shall be tied to preparation for the implementation of Article 10.9.

For the balance of this Article, “unrestricted funds” means all funds granted to Oakland Unified School District (OUSD) by the state on an on-going or one time basis which are legally available for use as salary compensation to all unit members including, but not limited to, all increases in Local Control Funding Formula (LCFF) components including the base grant, concentration grant, supplemental grant and grade span adjustment, but excluding state lottery funds and mandated cost reimbursements.

All calculations involving the cost of a 1% salary schedule increase shall be based on the cost of salary and statutory benefits for all Oakland Education Association (OEA) unit members at the time of the calculation. Therefore, although all examples below use \$1.5 million as the cost of 1% of salary and statutory benefits for all OEA unit members, this amount will change each year consistent with the application of salary increases.

**2014-15 Additional Compensation**

In addition, all unit members shall receive additional compensation per the following conditions:

For the 2014-15 fiscal year, unrestricted funds in excess of the District’s projected funding under LCFF for 2014-15 shall be allocated to Oakland Education Association (OEA) unit members as follows:

1. Subtract the 2014-15 unrestricted funds as projected as of the District 2014-15 third interim report (\$296,316,598) from the 2014-15 unrestricted funds as determined in the 2015-16 State Budget passed into law and signed by the Governor (the “2014-15 Adjustment”);
2. Multiply the 2014-15 Adjustment by thirty-three percent (33%).
3. Divide the result of 2 above by the cost of a 1% salary schedule increase

The resulting percentage increase, if any, shall be provided to OEA unit members as a one-time payment, paid on or before October 31, 2015. However, if this increased amount is calculated as 0.25% of salary or less, the parties shall meet to determine the best use of these funds. Such use may include but is not limited to issuance of a one-time payment to members, supplies and materials for members, technology purchases or such other uses as may be mutually agreed to.

**Example of One-time Payment: (The numbers used in this example are for illustrative purposes only)**

State Budget Allocation for 2014-15:	\$ 306,316,598
District 3 <sup>rd</sup> interim Projection for 2014-15:	<u>-\$296,316,598</u>
Difference:	\$ 10,000,000
OEA %	<u>X 33%</u>
Total One-time Payment to OEA Members:	\$ <b>3,300,000</b>
Total One-time Payment to OEA Members:	<u><b>\$3,300,000</b></u>
Cost of 1% for all OEA members:	<u><b>\$1,500,000</b></u>

Total One-time Payment to OEA Members: 2.2%

**2015-16 Additional Compensation**

- A. For the 2015-16 school year, on-going unrestricted funds in excess of the District’s projected unrestricted funding under LCFF for 2015-16 as of the 2014-15 third interim report (\$320,370,623) shall be allocated to Oakland Education Association (OEA) unit members as follows:

The 2014-15 third interim projected unrestricted funds for 2015-16 shall be subtracted from the unrestricted funds provided as per the State Budget allocation for the 2015-16 school year by the budget passed into law and signed by the Governor for the 2015-16 school year. 39% of the difference shall be used to provide a salary schedule increase to OEA unit members.

Ninety percent (90%) of this increase shall become effective July 1, 2015 in order to assure that the expected funding is realized.

**Example: \$3,900,000 x 90%=\$3,510,000 = 90% of increase**

The amount generated by this calculation shall be divided by the cost of 1% of salary and statutory benefits for all OEA unit members to produce the amount of an on-going salary increase.

- B. The balance of the salary schedule increase or portion thereof, if any, shall be determined through the following calculation:
  - i. Subtract the 2015-16 ongoing unrestricted funds projected in the 2014-15 third interim report from the actual 2015-16 ongoing unrestricted funds in the 2015-16 first interim report (the “2015-16 Actual Difference”);
  - ii. Multiply the 2015-16 Actual Difference by thirty-nine percent (39%).
  - iii. Subtract from the result of (ii) above, the 90% payment made in Step A
  - iv. Divide the result of (iii) above by the cost of 1%.
  - v. The salary increase resulting from this calculation shall be applied to all rates and schedules effective January 1, 2016.

**Example 1: Revenue Meets Projection (The numbers used in this example are for illustrative purposes only)**

Funds for on-going salary increase :	<u>\$3,510,000</u>
Cost of 1% for all OEA unit members:	<u>\$1,500,000</u>
On-going salary schedule increase for all OEA unit members effective July 1, 2015:	<span style="border: 1px solid black; padding: 2px;">2.34%</span>

Increase in unrestricted funds in the Governor’s 2015-16 Budget above the 2014-15 third interim projected unrestricted funds for 2015-16.	\$10,000,000
	X 39%
	<b>\$ 3,900,000</b>

Amount of additional ongoing unrestricted funds projected at 2015-16 1<sup>st</sup> interim above the 2014-15 third interim projected increase ongoing unrestricted funds for 2015-16: \$10,000,000

	<u>X</u>
	<u>39%</u>
Total Amount:	\$ 3,900,000
90% certainty amount effective July 1, 2015:	<u>-\$ 3,510,000</u>
Funds for additional increase effective January 1, 2016:	<b>\$390,000</b>

Amount of increase effective January 1, 2016:	<u>\$390,000</u>
Cost of 1% for all OEA members:	\$1,500,000
Additional ongoing percentage as of January 1, 2016:	<b>.26%</b>

**Example 2: Less Revenue than Projected (The numbers used in this example are for illustrative purposes only)**

Increase in unrestricted funds in the Governor's 2015-16 Budget above the 2014-15 third interim projected unrestricted funds for 2015-16. \$10,000,000

	<u>X</u>
	<u>39%</u>
	<b>\$ 3,900,000</b>

Amount of additional ongoing unrestricted funds projected at 2015-16 1<sup>st</sup> interim above the 2014-15 third interim unrestricted funds projected for 2015-16: \$ 9,800,000

	<u>X</u>
	<u>39%</u>
Total Dollars to OEA:	\$ 3,822,000
90% certainty amount effective July 1, 2015:	<u>-\$ 3,510,000</u>
Funds for additional increase effective January 1, 2016:	<b>\$312,000</b>

Amount of increase effective January 1, 2016:	<u>\$312,000</u>
Cost of 1% for all OEA members:	\$1,500,000
Additional ongoing percentage as of January 1, 2016:	<b>.21%</b>

**Example 3: More Revenue than Projected (The numbers used in this example are for illustrative purposes only)**

Amount of additional ongoing unrestricted funds projected at 2015-16 1<sup>st</sup> interim above the 2014-15 third interim unrestricted funds projected for 2015-16 \$10,300,000

	<u>X</u>
	<u>39</u>
	<u>%</u>
Total Dollars to OEA:	\$ 4,017,000
90% Certainty Amount effective July 1, 2015:	<u>-\$ 3,510,000</u>
Difference from 39% and the 90% Certainty Amount:	\$ 507,000

\$ 507,000

Cost of 1% for all OEA members:	\$ 1,500,000	
Ongoing percent increase	<table border="1"><tr><td><b>.34%</b></td></tr></table>	<b>.34%</b>
<b>.34%</b>		

**2015-16 One Time Funds:**

In addition, one-time unrestricted funds will be provided to OEA unit members as a one-time payment using the calculation below and be paid effective January 1, 2016. This calculation shall include solely those funds added subsequent to the Governor’s January 2015 budget proposal.

- C. A one-time increase, if any, shall be determined through the following calculation:
  - i. Subtract the 2015-16 one-time unrestricted funds projected in the 2014-15 third interim report from the actual 2015-16 one-time unrestricted funds in the 2015-16 first interim report (the “2015-16 One Time Difference”);
  - ii. Multiply the 2015-16 OneTime Difference by thirty-nine percent (39%).
  - iii. Divide the result of 3 above by the cost of 1%

The resulting percentage increase, if any, shall be provided to OEA unit members as a one-time payment, paid on or before October 31, 2016.

Any additional ongoing unrestricted funds for 2015-16 allocated as of 2016-17 budget adoption in excess of the amount calculated in C above (1<sup>st</sup> interim 2015-16), shall be treated as additional one-time unrestricted funds for the purpose of this calculation and applied per the preceding paragraph. Payment of these unrestricted funds, if any, shall be made on or before October 31, 2016.

**2016-2017 Additional Compensation**

- A) The on-going increase to OEA members for the 2016-17 school year shall be calculated as follows:
  - i. Subtract the 2015-16 on-going unrestricted funds projected by the then current LCFF calculator provided by the Fiscal Crisis & Management Assistance Team (FCMAT) as of May 1, 2016 from the 2016-17 on-going unrestricted LCFF funds provided as per the State Budget passed into law and signed by the Governor for the 2016-17 school year.
  - ii. Subtract from the amount in (i) above the dollar amount of increases to the Health and Welfare Fund as set forth in *[the new Health and Welfare Article calculation provisions]*.  
This shall be referred to as the “2016-17 Increase.”
  - iii. 30% of the first \$5 million of the 2016-17 increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
  - iv. 42% of the next \$4 million of the 2016-17 increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.

- v. 48% of the next \$5 million of the 2016-17 increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
- vi. 39% of any additional amounts of the 2016-17 increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
- vii. The calculation shall be made as follows:

**Example 1: Total Revenue Meets Projected Revenue for Salary Increases (The numbers used in this example are for illustrative purposes only)**

	Budget Act for 2016-17:	\$345,370,623
	2015-16 Third Interim projection for 2015-16:	<u>-\$330,370,623</u>
	Difference:	\$ 15,000,000
	Cost of additional contribution to District Health Benefits:	<u>\$ -1,000,000</u>
	<b>Net remaining increase:</b>	<b>\$ 14,000,000</b>

On-going Unrestricted Funds	Amount	Percentage of amount to OEA	Total to OEA
<b>1<sup>st</sup> Tier Increase</b>	\$5,000,000 x	30%	\$1,500,000
2 <sup>nd</sup> Tier Increase	\$4,000,000 x	42%	\$1,680,000
3 <sup>rd</sup> Tier Increase	\$5,000,000 x	48%	\$2,400,000
<b>Total Projected</b>	<b>\$14,000,000 x</b>	<b>39.9%</b>	<b>\$5,580,000</b>

The amount generated by this calculation shall be divided the cost of 1% of salary and statutory benefits for all OEA members to produce the amount of an on-going salary increase.

	Funds for on-going salary increase :	<u>\$5,580,000</u>
	Cost of 1% for all OEA members:	<u>\$1,500,000</u>
	On-going salary schedule increase for all OEA members:	<b>3.72%</b>

90% of this increase shall become effective July 1, 2016 in order to assure that the expected funding is realized.

Example: 3.72% X 90%= 3.35%

The balance of the 2016-17 salary schedule increase or portion thereof, if any, shall be determined through the following calculation:

- i. Subtract the 2015-16 on-going unrestricted funds projected by the then current LCFE calculator provided by the Fiscal Crisis & Management Assistance Team (FCMAT) as of May 1, 2016 from the 2016-17 first interim report of the on-going unrestricted LCFE funds on or before December 15, 2016.
- ii. Subtract from the amount in (i) above the dollar amount of increases to the Health and Welfare Fund as set forth in *[the new Health and Welfare Article calculation provisions]*. This shall be referred to as the “2016-17 Adjusted Increase.”

- iii. Calculating the Adjusted Increase:
  - a. 30% of the first \$5 million of the 2016-17 Adjusted Increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
  - b. 42% of the next \$4 million of the 2016-17 Adjusted Increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
  - c. 48% of the next \$5 million of the 2016-17 Adjusted Increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
  - d. 39% of any additional amounts of the 2016-17 Adjusted Increase shall be dedicated to the OEA bargaining unit as an increase to all rates and schedules.
- iv. Subtract from the result of (iii) above, the 90% payment made in Step A
- v. Divide the result of (iv) above by the cost of 1%.
- vi. The salary increase resulting from this calculation shall be applied to all rates and schedules effective January 1, 2017.

**Example 2: More Revenue than anticipated (The numbers used in this example are for illustrative purposes only)**

Increase in on-going unrestricted funds at the 2016-17 first interim: **\$16,000,000**  
 Less increases health benefits contribution: **-\$1,000,000**  
 Net Increase for use towards salaries: **\$15,000,000**

On-going Unrestricted Funds	Amount	Percentage of amount to OEA	Total to OEA
1 <sup>st</sup> Tier Increase	\$5,000,000 x	30%	\$1,500,000
2 <sup>nd</sup> Tier Increase	\$4,000,000 x	42%	\$1,680,000
3 <sup>rd</sup> Tier Increase	\$5,000,000 x	48%	\$2,400,000
4 <sup>th</sup> Tier Increase	1,000,000 x	39%	\$390,000
<b>Total Projected</b>	<b>\$15,000,000 x</b>	<b>39.8%</b>	<b>\$5,970,000</b>

Funds for on-going salary increase: **\$5,970,000**  
 Cost of 1% for all OEA members: **\$1,500,000**  
 On-going salary schedule increase for all OEA members: **3.98%**

On-going salary schedule paid to OEA members in July 1, 2016: **3.35 %**  
 On-going salary schedule paid to OEA members in January 1, 2017: **.63 %**  
**Total amount of ongoing salary increase to OEA: 3.98 %**

**Example 3: \$1 Million Less Revenue is Received than Projected (The numbers used in this example are for illustrative purposes only)**

Increase in on-going unrestricted funds at the 2016-17 first interim: \$14,000,000  
 Less increases health benefits contribution: -\$1,000,000  
 Net Increase for use towards salaries: **\$13,000,000**

On-going Unrestricted Funds	Amount	Percentage of amount to OEA	Total to OEA
1 <sup>st</sup> Tier Increase	\$5,000,000 x	30%	\$1,500,000
2 <sup>nd</sup> Tier Increase	\$4,000,000 x	42%	\$1,680,000
3 <sup>rd</sup> Tier Increase	\$4,000,000 x	48%	\$1,920,000
4 <sup>th</sup> Tier Increase	\$0	39%	0
<b>Total Projected</b>	<b>\$13,000,000 x</b>	<b>39.8%</b>	<b>\$5,100,000</b>

Funds for on-going salary increase: \$5,100,000  
 Cost of 1% for all OEA members: \$1,500,000  
 On-going salary schedule increase for all OEA members: **3.4%**

On-going salary schedule paid to OEA members in July 1, 2016: **3.35 %**

On-going salary schedule paid to OEA members in January 1, 2017:	<b>.05 %</b>
<b>Total amount of ongoing salary increase to OEA:</b>	<b>3.40 %</b>

In addition, 30% of any unrestricted one-time funds will be provided to OEA members as a one-time payment using the same calculation as above and be paid effective January 1, 2017, provided however, the District shall receive for 2016-17 \$5,000,000 in ongoing and/or one-time unrestricted funds net of any payments associated with Section A above prior to any one-time funds being allocated to OEA.

#### 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" schedule. (See Appendix 1.4.)**

#### 24.2.4.2

Adult Education unit members working less than seventy-five (75%), **but more than thirty eight (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%).

### **ARTICLE 25—PEER ASSISTANCE AND REVIEW**

All terms and conditions remain unchanged except as follows:

#### 25.3.3 Decision Making

The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of seven voting members. For any decision to be made at a JC meeting, a majority of the JC members present shall be teacher members of the committee. **A JC member shall recuse herself/himself from discussion or vote on any matter regarding a RT for whom they are the current evaluator or the evaluator who initiated the current PAR referral. In the case of such recusal, the Employer's ex-officio Committee member may vote on matters regarding the RT. A recused JC member shall have the same opportunity to provide input to the PAR process as any other administrator of an RT, for example, written statements or interviews with the JC.**

#### 25.3.4.5 Cooperation between Consulting Teachers and Principal

The Joint Committee shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal in the peer assistance and review process. **The JC may recommend to the evaluator and/or the evaluator's immediate superior that an alternate evaluator be assigned for an RT's evaluation process.**

#### **25.7.7 Participating Teacher Due Process Rights**

**The JC, in consultation with the RT, may provide a recommendation to the District regarding the movement or transfer of the RT who is participating in PAR.**

### **ARTICLE 26 CONTRACT WAIVERS**

#### **26.1 General Provisions**

- 26.1.1 School site improvement, restructuring or reform plans shall not contain any provisions contrary to, or in conflict with any article or section of this Agreement, unless specific waivers to such Agreement articles and sections are agreed to by the Association and the Employer.
- 26.1.2 The following Articles in this Agreement shall not be eligible for contract waivers: Recognition, Non-Discrimination, Affirmative Action, Academic Freedom, Association Rights, Grievances, and Compensation (i.e., Article 24 and appropriate appendices).
- 26.1.3 The Employer shall develop its own internal process by which District policies and administrative procedures may be waived. (See Appendix 14)
- 26.1.4 The Association shall develop its own internal processes by which provisions of this Agreement may be waived.
- 26.1.5 Requests for waivers shall be approved/denied within thirty (30) days of submission to the OEA Waiver Panel.
- 26.1.6 **No waiver shall be granted that is in contravention of federal or state law.**

**26.2 Waiver for Specialized Programs developed at site-level**

- 26.2.1 An application for creation/modification of a Specialized program pursuant to Article 27 may receive waivers from certain provisions of this Agreement for a period not to exceed three (3) years pursuant to the following process and requirements:**
- 26.2.1.1 The OEA Waiver Panel has up to 20 work days to review the application, identify any impacted provisions of the Agreement and consult with unit members at the site about the same. Upon request of waiver panel members, the District may, but is not required, to approve release time to facilitate this process.**
- 26.2.1.2 A vote at the site on the application for designation as a Specialized program pursuant to Article 27 occurs after the actions in 26.2.1.1 above. Approval of the application requires an affirmative vote pursuant to Appendix 13 of this Agreement. Such vote will be conducted by secret ballot by the OEA site representative.**
- 26.2.1.3 The Association may develop its own internal processes, distinct from section 26.1.4, by which provisions of this Agreement may be waived in conjunction with an application for a specialized program pursuant to Article 27.**
- 26.2.1.4 Notwithstanding the non-waivability of Article 24 as stated in section 26.1.2, a specialized program application may call for the performance of additional hours of student instruction. If so, any such hours required to be worked beyond the contractual work day and/or such days required to be worked beyond the contractual work year shall be compensated at each teacher's per diem hourly or daily rate respectively.**

## **ARTICLE 27 -SPECIALIZED PROGRAMS**

*[\*Note: This replaces in its entirety the prior Article 27-New Schools]*

### **27.1 Specialized Program Development**

**27.1.1 The Employer and the Association recognize that development of school environments in which site-level employees have flexibility to implement targeted strategies to advance student academic achievement may improve effective professional practice and the educational process. Accordingly, to facilitate the development of such specialized programs and provide more flexibility for site-level decision-making, the parties agree as follows:**

**27.1.2 Schools may develop a plan to implement an innovative, specialized program as defined in Article 27.2.1 that may require flexibility and, therefore, deviation from certain provisions of this Agreement and/or District policies.**

### **27.2 Specialized Programs**

**27.2.1 “Specialized Programs” are schools or programs within a school designated to implement a specialized academic and/or operational program targeted to improve student academic achievement. Examples of existing specialized programs include, but are not limited to:**

**27.2.1.1 Dual Language Immersion**

**27.2.1.2 Linked Learning**

**27.2.1.3 Newcomers Program**

**27.2.1.4 Expeditionary Learning**

**27.2.1.5 Big Picture**

**27.2.1.6 Blended Learning**

**27.2.1.7 Lab Schools associated with Teacher Training Programs**

**27.2.2 Schools may submit a specialized program application for approval by the Board of Education for school-based flexibilities.**

### **27.3 Application Process**

**27.3.1 The site principal and faculty shall jointly decide to submit the application upon approval by a minimum of two-thirds of the OEA-represented employees assigned half-time or more to the site/program submitting the proposal.**

**27.3.2 Each submitted application must include:**

**27.3.2.1 A detailed description of the specialized program design, including the duration thereof.**

**27.3.2.2 Any hiring criteria for unit members determined to be necessary to the success of the specialized program.**

**27.3.2.3 An Affirmation Agreement specifying the requirements of unit members at the site.**

**27.3.2.4 Written confirmation of waiver approval pursuant to Article 26, if applicable.**

**27.3.2.5 The conditions under which a specialized program may either be terminated prior to, or renewed as of its specified expiration date.**

- 27.3.3 Applications shall be reviewed by the Superintendent/designee and will include assessment of the research on which the plan is based and the capacity of the school community to implement the plan.**
- 27.3.4 The Superintendent shall forward his/her recommendation on approval of the application to the Board of Education, whose decision shall be final.**
- 27.3.5 Once designated, a specialized program shall maintain its designation for the duration of the approved application, provided, however, that continued waivers of this Agreement beyond three (3) years, if applicable, must be obtained pursuant to Article 26. Upon expiration, the specialized program will transition to regular school status unless the program is terminated early or a successful renewal application and redesignation is approved pursuant to the conditions set forth in the approved application.**
- 27.3.6 At the end of each semester, or at other benchmarks established by the site, unit members may elect to evaluate and propose modifications to the Affirmation Agreement to more effectively address the needs of students. Any modifications which require waiver of provisions of this Agreement beyond waivers already granted, if any, must be approved through the process in Article 26.**
- 27.4 Teachers will be notified of Affirmation Agreements and hiring criteria of specialized programs in vacancy list and alerts announcing new vacancies pursuant to Article 12 of this Agreement.**
- 27.5 Election to remain at Site. Teachers currently assigned to a school site with a specialized program(s) may elect to remain at the site provided that they sign the Affirmation Agreement, if applicable. If an Affirmation Agreement is signed, the provisions of Article 12.2.2 of this Agreement, Section D (Affirmation Agreement), subsections D(2) through D(5) shall apply.**
- 27.6 Election to Exit Site. Teachers currently assigned to a site with a specialized program(s) may elect not to remain at the site prior to implementation of the program(s). Written notice of this election shall be provided to Human Resources not later than the commencement of the second semester immediately prior to the year of implementation. Teachers electing to exit the site shall be placed in the Talent Pool and participate in the transfer procedure, set forth in Article 12 of this Agreement, at Phase 1 for the subsequent school year.**
- 27.7 Specialized Program Evaluation. Upon the request of the District or the Association, representatives of the parties shall meet to evaluate fidelity in implementation of the specialized program while it is in progress and/or fulfillment of the goals and expectations set forth in the specialized program during the first semester of the final year of the special program.**

## **Article 28 - RESTRUCTURED SCHOOLS**

*[The language in this tentative agreement replaces Article 28 in its entirety.]*

- 28.1 Any schools designated by the District for possible intervention and/or restructuring shall comply with all provisions of this Agreement, unless waivers are agreed to and approved by the Association and the District according to Article 26 of this Agreement. The District shall notify the Association and impacted school site(s) of schools the District has designated for possible intervention and/or restructuring by May 1st. The District may provide support during the next school year. If intervention and/or restructuring is mandated, the year following identification shall be spent planning for such intervention and/or restructuring. Thus, if the District notifies the association that a site has been designated for possible intervention and/or restructuring on or before May 1, 2016, the District may provide support during the 2016-17 school year and that year shall be spent in planning such intervention and/or restructuring, if any is contemplated.**
- 28.2 As part of the intervention and/or restructuring process, school communities shall be offered the opportunity to develop and submit improvement plans that may include a specialized program application pursuant to Article 27. The District will consider creative means to make funds available to support the site staff's efforts to develop and implement an improvement plan that may include a specialized program.**
- 28.3 Election to Remain at Site: Teachers currently assigned to a school site designated by the District for intervention may elect to remain at the site provided that they sign the Affirmation Agreement, if applicable. If an Affirmation Agreement is signed, the provisions of Article 12 of this Agreement, section D (Affirmation Agreement), subsections D(2) through D(5) shall apply.**
- 28.4 Election to Exit Site: Teachers currently assigned to a site designated by the District for intervention and restructuring may elect not to remain at the site prior to implementation of the specialized plan or restructuring. Written notice of this election shall be provided to Human Resources not later than the commencement of the second semester immediately prior to the year of implementation. Teachers electing to exit the site shall be placed in the Talent Pool and participate in the transfer procedure, set forth in Article 12 of this Agreement, at Phase 1 for the subsequent school year.**