

Details on Key Articles from OUSD Tentative Agreement with OEA

Reached on May 13, 2015

Article 10 – Hours of Work

- 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.
- Up to 2 hours of substitute coverage will be provided for general education and special education teachers for Individualized Education Plan (IEP) meetings during the duty day. If the meetings must be scheduled outside the duty day in order to accommodate parents or guardians, unit members shall either count the time toward the five hours of professional responsibilities in Article 10.2.8 or be compensated at their per diem rate.
- 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.
- Effective 2016-17, all student minimum days at each school site shall be extended 30 minutes beyond the normal workday to support staff collaboration. Collaboration activities shall be determined at the site level in collaboration with the Faculty Council.

Article 12 – Transfer

- The District seeks to improve the process by which vacancies at school sites are filled, educators are assigned and reductions in school site staff leading to consolidations are handled. As teachers, parents, and school leaders are often most in tune with the needs of their school communities, the District recognized the importance of empowering school communities and strengthening the voice of teachers as key components of the improved process.
- **The Personnel Committee.** The tentative agreement between OUSD and OEA includes in Article 12 the introduction of a school site Personnel Committee with majority membership made up of teachers and including other school community members. The Personnel Committee is designed to engage with educators through a multi-phased process and make recommendations to the principal. If the Personnel Committee and the principal are unable to reach an agreement regarding a placement, the final decision is made by the Superintendent and the President of OEA. Personnel Committee members are compensated for their engagement in the process - \$250.00 for all members and an additional \$100.00 for those willing to engage in the hiring process during the summer.
- **Process for Voluntary Transfers.** Article 12 includes a much improved Voluntary Transfer process that provides real and earlier opportunities for teachers with an interest in seeking a placement at a different school site. The process includes an option to consider alternate

placements while preserving the right of return to the initial school site, and also an option to become part of the Talent Pool and participate until a placement is finalized.

- **Seniority Rights Recognized.** The new process continues to recognize the seniority rights of teachers who are displaced from their school sites.
- The multi-phase process is designed as follows:

Phase 1

Participants in Phase 1 include:

- Voluntary transfers
- Teachers exiting a school due to restructuring or intervention
- External Hires
- Teachers returning from extended leave
- Voluntary transfer teachers have two options:
 - Teachers who have decided to transfer can give up their current site placement in order to have first opportunity to engage with school communities with listed vacancies. If not placed in Phase 1, the teacher will still have the ability to engage in Phases 3, 4 & 5.
 - Teachers considering transferring can participate in the matching process and choose specific sites they are interested in without giving up their current placement. These teachers can decide to join the group of transferring teachers above and participate in Phases 3-5 of the matching process or decide not to transfer and remain at their site.
- Participants receive a list of all vacancies that is updated as vacancies occur.
- Schools with vacancies are provided with a list of Talent Pool teachers and voluntary transfer teachers. Schools are required to engage with participants; failure to do so results in the school losing its right to indicate those teachers with whom the Personnel Committee considers there is a match.
- Through “matching,” vacancies are filled based on the stated preference of the participating teacher, and the recommendations of the Personnel Committee and School Site Leader.

Phase 2 (20 Teacher Workdays beginning no later than April 1st)

- Participants in Phase two are Talent Pool teachers only. The Talent Pool includes teachers whose current positions have been consolidated due to reasons such as school intervention, restructuring, school closures, unassigned teachers returning from extended leave and unassigned instructional support teachers.
- Talent Pool teachers are provided with a list of vacancies, invited to attend the School Showcase event and provided with two days of sub coverage to engage with Personnel Committees at sites in which they are interested.
- Talent Pool Teachers select up to 5 schools at which they are interested in being placed.

- School sites respond to a teacher’s stated interest in placement at a school. A “match” is indicated when the teacher, the Personnel Committee and the Principal all agree on the placement.
- Matches are identified and communicated. If a disagreement remains unresolved between the Personnel Committee and the Principal, the final decision is made by the Superintendent and the OEA President.
- Talent Pool Teachers who do not match at a school site of their choice have a placement option based on seniority. They may also have the opportunity to take an instructional support role for one year or remain in the Talent Pool to explore new openings.

Phase 3 (Conclusion of Phase 2 through June 30th)

- For new vacancies that occur during Phase 3 and through June 30th, the Phase 2 process shall be followed.
- Vacancies that remain vacant at the conclusion of Phase 2 shall be open for immediate external hiring.
- Voluntary transfer teachers who engaged in Phase 1 but did not find a placement may resume their placement search during this phase.
- If not placed during this phase, teachers may have the opportunity to take an instructional support role for one year or elect to move on to Phase 4.

Phase 4 (From July 1st through two weeks before the start of school)

- Remaining candidates are placed based on credentials and qualifications and program need.
- If not placed, teachers have the opportunity to take an instructional support role for one year

Phase 5 (Two weeks prior to the start of school through the beginning of the year)

- All remaining teachers will either be placed at sites or in an Instructional Support role.
- When placing teachers in instructional support roles, consideration will be given to teacher preferences.

Article 15 – Class Size and Caseloads

- 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. Effective 2015-16, average class sizes across grades TK through 3 shall be 24:1 per school site.
- 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
Grades 1-3 – 27

Grades 4-5 – 30

And, in 2015-16, in Special Education, the amounts should not exceed the following:

Special Day Classes Preschool

Mild-Moderate – 10

Moderate-Severe – 8

T-K 12:

Mild-Moderate – 15

Moderate to Severe – 12

Effective 2016-17, in Special Education, the amounts should not exceed the following:

Special Day Classes Preschool

Mild-Moderate – 10

Moderate-Severe – 8

T-K 12:

Mild-Moderate – 14

Moderate to Severe – 11

Effective with the expiration of the agreement and carrying forward, the amounts should not exceed the following:

Special Day Classes Preschool

Mild-Moderate – 10

Moderate-Severe – 8

T-K 12:

Mild-Moderate – 13

Moderate to Severe – 10

The District shall monitor class sizes and caseloads. On at least a monthly basis the District and Association representatives shall meet to review available options to prevent the assignment of additional students that would cause the class size targets to be exceeded. If a class size does exceed the targets, a support plan shall be implemented within 15 days.

Article 21 – Special Services and Specialized Assignments

- Effective 2015-16, the ratio of students to counselors for grades 6-12 shall be 600:1
- Every site serving sixth (6th) grade and above shall receive monthly counseling services
- Individual counselors shall not be required to provide services to more than three (3) school sites
- Effective 2015-16:
 - A BCLAD stipend of \$1500 shall be paid to all unit members who hold BCLAD certification.

- Speech and Language Pathologists shall be provided two release days to complete mandated paperwork.
- Speech and Language Pathologists shall be reimbursed annually for obtaining and retaining the American Speech Language and Hearing Association (ASHA) Certificate of Clinical Competence.
- The number of initial assessments performed by each Resource Specialist should not exceed 12 annually. The District shall exhaust all available options to prevent the assignment of additional initial assessments.
- Provide single coverage for Kaiser Health Plan, dental and visions benefits to STIP substitutes commensurate with probationary and permanent employees.
- Adult Education Hourly members teaching ten hours a week or more shall receive (1) hour of paid preparation time per week.

Article 24 – Compensation

The tentative agreement with OEA seeks to accomplish three main goals on teacher compensation:

1. Move Oakland teachers closer to the median of teacher compensation in Alameda county;
2. Provide compensation now (i.e. 2014-15); and
3. Ensure district financial solvency during the ongoing recovery from over a decade of financial struggle at the state and local level.

The three-year deal accomplishes these goals through a combination of guaranteed salary increases and ongoing revenue sharing that **ensures teacher compensation is prioritized as new funding is received**. The guaranteed increases are front-loaded in the first two-years based on greater certainty of state budgets. The formulas **ensure both one-time and ongoing additional increases in state funding go to employees at higher proportions than historically**.

While employee salary costs have historically been roughly 60% of unrestricted spending, the formulas in the tentative agreement are based on 65% of funds being spent on employee salaries.

The agreement offers a substantial pay increase based on a combination of guaranteed raises and contingent increases tied to the higher levels of state funding anticipated in the coming years.

Here is a breakdown:

- A guaranteed, 2% retroactive increase effective July 1st 2014, and a guaranteed, 1% retroactive increase effective February 1, 2015, that will both be paid out to OEA Unit members on July 15th, 2015, and then ongoing.
- The guaranteed, ongoing 2.5% increase that becomes effective June 30th, 2015 will be paid out to OEA unit members beginning with the first pay rolls of the 2015-16 school year. Additionally, based on the details in the May Revision, we are projecting an additional, 2.97% ongoing salary increase for all OEA Unit members that will be effective July 1st 2015. **The first pay rolls to run in the 15-16 school year will immediately see OEA Unit member salaries at approximately 8.47% higher than the 14-15 rates.**
- **An additional 2.83% will then be applied to OEA Unit members' salary, effective January 1st 2016.**

- **For the 2016-17 school year, based on the May Revision, we are projecting a further, 2.66% ongoing salary increase.**
- **This totals a projected overall, ongoing salary increase for all OEA unit members of 13.95%, phased in over the next 18 months.**
- **Additionally, we are projecting a one-time payment of approximately 3.32% that will be paid out to OEA unit members no later than October 31st, 2015.**

We are delighted that our valued OEA Unit members are on the brink of experiencing an almost 14% ongoing salary increase and almost 3.5% in one time payments. This raise moves them closer to our ultimate goal of having our valued teachers, counselors, nurses, psychologists, speech and language pathologists and social workers compensated at a rate that is highly competitive with surrounding districts.

Article 25: Peer Assistance and Review (“PAR”)

The District seeks to provide a fair process by which teachers can receive the support and training they need to improve their skills. Under the tentative agreement, Joint Committee (“JC”) members who are the current evaluator (or who initiated the current PAR referral) shall recuse themselves from discussion or vote on referred teachers. Recused JC members still retain the right to provide input to the JC like any other interested parties, but they will not participate in the voting process.

The District is also committed to empowering the JC with greater input in coaching operations. The Committee may recommend that an alternate evaluator be assigned to evaluate a referred teacher. The JC may also encourage a transfer in consultation with the referred teacher or make recommendations regarding a referred teacher’s movements (*e.g.*, grade level assignment).

The District recognizes that when it comes to education, one size does not fit all. Over the years, many OUSD schools have developed successful specialized programs which demonstrate high student achievement and teach Oakland students real-world skills. We believe that whenever possible, schools should have the flexibility to improve how their schools operate.

Article 26: Waivers

Revisions to Article 26 streamline the process by which sites obtain greater flexibility in school operations by requesting waivers for District policies (“Policy Waivers”) and/or contract provisions (“Contract Waivers”). Faculty may request waivers for up to three years.

Both the District and the Association agree to develop internal processes by which school faculty may request waivers. All waivers must comply with state or federal law. Some portions of the Collective Bargaining Agreement (CBA) are expressly ineligible for contract waivers (*i.e.*, Recognition, Non-Discrimination, Affirmative Action, Academic Freedom, Association Rights, and Grievances).

Article 26 also includes some express timelines. For example, with regards to contract waivers, the OEA Waiver Panel shall review all waiver requests and consult with unit members at the

petitioning site within 20 workdays. Within 30 days from receiving the waiver request, the Panel shall render a decision. Release time may be provided.

To the extent waivers would result in additional hours of work beyond the contractual work day, such time will be compensated at each teacher's per diem hourly or daily rate.

Article 27: Specialized Programs

Often teachers, students, parents, and school leaders possess the greatest insights about how to improve their schools. The old Article 27 followed the No Child Left Behind model which was outdated and did not afford sites the flexibility needed to truly design their dream school/program. The new proposed Article 27 removes this obsolete language and introduces a new process for "grassroots" change. Under the tentative language, schools may develop a plan to implement a "specialized program" which refers to programs with innovative specialized academic and/or operational practices. Examples of existing specialized programs include:

- Dual Language Immersion
- Linked Learning
- Newcomers Program
- Expeditionary Learning
- Big Picture
- Blended Learning
- Lab Schools associated with Teacher Training Programs

Such plans first require the approval by two-thirds of the OEA-represented employees (assigned half-time or more) at the petitioning site. The site principal and participating faculty then must submit an application for their plan to the Superintendent that shall include:

- A detailed description of the specialized program design, including its proposed duration;
- Any hiring criteria for unit members determined to be necessary to the success of the specialized program;
- An Affirmation Agreement specifying the requirements of unit members at the site, if applicable;
- Written confirmation that requested contract waivers have been approved (per Article 26), if applicable; and
- The conditions under which a specialized program may either be terminated early or extended beyond its expiration date.

Article 27 is also intended to facilitate innovation while preserving the rights of OEA members. Members who do not wish to participate in the proposed specialized program may elect to transfer out and will be placed in the Talent Pool where they will retain their rights as provided under Article 12 and also participate in the Phase 1 matching process. Members who elect to stay will commit to the terms of the Affirmation Agreement that will list the specific requirements of working at the proposed specialized program.

Both the District and the Association may evaluate whether the site is meeting its goals under the specialized program.

Article 28: Restructured Schools

School closures are painful to the community and should be avoided whenever possible. Article 28 is intended to be a mechanism by which the District can help under-performing schools turn around without enforcing a closure. The process is as follows:

1. Year 1 (by May 1st): District designates one or more schools for possible intervention and/or restructuring and notifies the Association.
2. Year 2: District may provide support during the school year. This year shall be spent planning if intervention and/or restructuring is mandated. During this period, the District may seek waivers under Article 26. However, such waivers shall still require the support of a two-thirds majority of OEA members at the site.
3. Year 3 or 4: Implementation of intervention and/or restructuring

As with specialized programs designed under Article 27, those designed per Article 28 will also have special provisions to protect member rights. Specifically, teachers may elect to exit the site and enter the Talent Pool where they will retain their rights under Article 12 and also participate in the Phase 1 process.