7-1-1991

Oakland Unified School District and Oakland Education Association (1991)

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Oakland Unified School District and Oakland Education Association (1991)

Location
Oakland, CA

Effective Date
7-1-1991

Expiration Date
6-30-1994

Number of Workers
2900

Employer
Oakland Unified School District

Union
Oakland Education Association

NAICS
61

Sector
Local government

Item ID
6178-008b186f014_01

Keywords
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Comments
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AGREEMENT

Between the

OAKLAND UNIFIED SCHOOL DISTRICT

and

OAKLAND EDUCATION ASSOCIATION

Representing

Teachers and Other
Certificated Classifications

For the Period

July 1, 1991--June 30, 1994

OAKLAND UNIFIED SCHOOL DISTRICT
1025 Second Avenue
Oakland, California 94606
AGREEMENT
JULY 1, 1991 — JUNE 30, 1994

BOARD OF EDUCATION
July 1, 1991

Wilma Chan, President
Toni Cook, Vice President
David Anderson
Sylvester Hodges
Sheila Jordan
Darlene Lawson
Jean Quan

Superintendent of Schools
Richard P. Mesa

NEGOTIATING TEAMS

FOR THE OEA
Ward V. Rountree, III
Denise Saddler-Lipscomb, President
Frenchie C. Alford
Daniel M. Hickey, Chairperson
Onaida M. Lerma
David A. Schulberg
Constance Fay
Eleanor A. Loynd
Melne D. Chappelle
Isaiah D. Alvarado, III

FOR THE DISTRICT
Bruce J. Julian
Julian Cane
Kate E. Hodges
Deanna Walston
Joseph D. Taylor
Alan E. Young
John F. Phar

OEA
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>SECTION</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>AGREEMENT</td>
<td>1-2</td>
</tr>
<tr>
<td>II</td>
<td>RECOGNITION</td>
<td>2-3</td>
</tr>
<tr>
<td>III</td>
<td>DEFINITIONS</td>
<td>3-4</td>
</tr>
<tr>
<td>IV</td>
<td>NON-DISCRIMINATION</td>
<td>4-5</td>
</tr>
<tr>
<td>V</td>
<td>DISTRICT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>VI</td>
<td>ASSOCIATION RIGHTS</td>
<td>5-8</td>
</tr>
<tr>
<td>VII</td>
<td>EMPLOYEE RIGHTS</td>
<td>8-10</td>
</tr>
<tr>
<td>VIII</td>
<td>AFFIRMATIVE ACTION</td>
<td>10-11</td>
</tr>
<tr>
<td>IX</td>
<td>ACADEMIC FREEDOM</td>
<td>11</td>
</tr>
<tr>
<td>X</td>
<td>HOURS OF WORK</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>Work Year</td>
<td>11-12</td>
</tr>
<tr>
<td></td>
<td>Grade Level</td>
<td>12-13</td>
</tr>
<tr>
<td></td>
<td>Workday</td>
<td>13-15</td>
</tr>
<tr>
<td></td>
<td>Substitute Requests</td>
<td>15-16</td>
</tr>
<tr>
<td></td>
<td>Faculty Meetings</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Preparation Periods for Elementary Teachers</td>
<td>16-17</td>
</tr>
<tr>
<td></td>
<td>General Provisions</td>
<td>17-18</td>
</tr>
<tr>
<td></td>
<td>Demonstration Schools, Extended Work Year</td>
<td>18-20</td>
</tr>
<tr>
<td>XI</td>
<td>LEAVES</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Leave of Absence Without Pay</td>
<td>20-21</td>
</tr>
<tr>
<td></td>
<td>Maternity, Paternity and Adoption Leave</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Study Leave</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Leave for Travel</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Leave for Overseas Teaching</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Leave for Public Office</td>
<td>21-22</td>
</tr>
<tr>
<td></td>
<td>Association Leave</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Legislative Leave</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>General Leave</td>
<td>22-23</td>
</tr>
<tr>
<td></td>
<td>Catastrophic Leave</td>
<td>23-25</td>
</tr>
<tr>
<td></td>
<td>Leave of Absence With Pay</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Sick Leave</td>
<td>25-27</td>
</tr>
<tr>
<td></td>
<td>Extended Sick Leave</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Occupational Leave</td>
<td>27-29</td>
</tr>
<tr>
<td></td>
<td>Other Absences Chargeable to Sick Leave</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>Pregnancy Leave</td>
<td>29-30</td>
</tr>
<tr>
<td></td>
<td>Military Leave</td>
<td>30</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Funeral Leave</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Jury Duty</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Emergency Leave</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Sabbatical Leave</td>
<td>31-32</td>
<td></td>
</tr>
<tr>
<td>Educational Meetings and Conferences</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>Personal Leave</td>
<td>32-33</td>
<td></td>
</tr>
<tr>
<td>Verification of Absence</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE XII - TRANSFER/CONSOLIDATION POLICY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Posted Vacancies Procedure</td>
<td>33-34</td>
<td></td>
</tr>
<tr>
<td>Application Procedure</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>The Assignment Factors</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Transfers</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>Administrative Transfer (Involuntary)</td>
<td>36-37</td>
<td></td>
</tr>
<tr>
<td>Consolidations (Involuntary)</td>
<td>37-39</td>
<td></td>
</tr>
<tr>
<td>Transfer/Consolidation Due to School Closure/Replacement</td>
<td>39-40</td>
<td></td>
</tr>
<tr>
<td>Teacher Assignment</td>
<td>40-41</td>
<td></td>
</tr>
<tr>
<td>Adult Education Program</td>
<td>41-42</td>
<td></td>
</tr>
<tr>
<td>Developmental Kindergartens (DK): Posting Assignments</td>
<td>42-43</td>
<td></td>
</tr>
<tr>
<td>Teachers on Special Assignments (TSA)</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>Child Development Center Transfers</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE XIII - PERFORMANCE EVALUATION</strong></td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>Evaluation System</td>
<td>44-45</td>
<td></td>
</tr>
<tr>
<td>Implementation of Evaluation System</td>
<td>45-47</td>
<td></td>
</tr>
<tr>
<td>Evaluation Sequence</td>
<td>47-48</td>
<td></td>
</tr>
<tr>
<td>Completed Forms</td>
<td>48-49</td>
<td></td>
</tr>
<tr>
<td>Disagreement</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Activities During Evaluation Period</td>
<td>49-50</td>
<td></td>
</tr>
<tr>
<td>Probationary Interim Report</td>
<td>50-51</td>
<td></td>
</tr>
<tr>
<td>Formal Evaluation Report</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>Review of Unsatisfactory Rating</td>
<td>51-52</td>
<td></td>
</tr>
<tr>
<td>Probationary and Tenured Personnel</td>
<td>52-53</td>
<td></td>
</tr>
<tr>
<td>Complaints Against Employees</td>
<td>53-54</td>
<td></td>
</tr>
<tr>
<td>Site Instruction Assistance Program (SIAP)</td>
<td>54-55</td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE XIV - GRIEVANCE POLICY</strong></td>
<td>55-56</td>
<td></td>
</tr>
<tr>
<td>Definitions</td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>Informal Resolution of the Problem</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Step A - Pre-Formal Stage</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Level I</td>
<td>57-58</td>
<td></td>
</tr>
<tr>
<td>Level II</td>
<td>58</td>
<td></td>
</tr>
<tr>
<td>Level III</td>
<td>58</td>
<td></td>
</tr>
<tr>
<td>Binding Arbitration</td>
<td>58-60</td>
<td></td>
</tr>
<tr>
<td>General Provisions</td>
<td>60-63</td>
<td></td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS - (cont.)

Page 3

**ARTICLE XV**  -  **CLASS SIZE - AND CASELOADS**  ............... 63

- Class Size - Defined ............................... 63
- Class Size Procedures ............................. 63-64
- Exceptions to Maximum Class Size ................. 64
- Categories ........................................ 65-66
- Potential Staffing Allocation and Class Size
  Revisions ........................................ 66

**ARTICLE XVI**  -  **COMMITEES**  ........................................ 66

- Joint Study Committees (JSC) ......................... 66
- Consultation Committees (CC) ......................... 67

**ARTICLE XVII**  -  **SAFETY CONDITIONS**  ......................... 67

- Safety/Fire and Disaster ............................. 67
- Safety/Disruptive Actions by Students ............... 67-68
- Safety/Civil Disorder ................................ 68
- Safety/Unauthorized Person ............................ 69
- Safety/After School .................................. 69
- Safety/Procedures Regarding Unsafe or Harmful
  Conditions ........................................ 69-70
- Safety/School Site Discipline ......................... 70
- Safety/Information ................................... 71
- Safety/Classroom ..................................... 71
- Maintenance .......................................... 71
- District Safety Committee ............................. 71
- Safety/Vehicle ....................................... 71-72

**ARTICLE XVIII**  -  **ORGANIZATIONAL SECURITY** ................ 72-75

**ARTICLE XIX**  -  **SAVINGS PROVISION**  ............................ 75

**ARTICLE XX**  -  **CONCERTED ACTIVITIES**  ....................... 75-76

**ARTICLE XXI**  -  **SPECIAL SERVICES AND SPECIALIZED
ASSIGNMENTS** ........................................... 76

- General Provisions .................................. 76
- Counselors ........................................... 76-77
- Coaches .............................................. 77
- Bilingual Education .................................. 77-80
- Home and Hospital Instruction ....................... 80
- Instrumental Music Program ......................... 80
- Consumer and Homemaking Education ................. 80-81
- Librarians .......................................... 81
- Nurses ............................................... 81
- Psychologists ....................................... 81
TABLE OF CONTENTS - (cont.)

Language, Speech and Hearing Specialists .................81
Teachers of the Visually Impaired and Orientation
   and Mobility Specialists ...........................................82
Special Day Class Teachers ...........................................82-83
Resources Specialists ...................................................83-84
P.E. Teachers ..................................................................84
Journalism Teachers .......................................................84
Substitute Teachers ..........................................................84
Substitute Assignments ....................................................84-85
Duties of A Substitute ....................................................85-86
Substitute Evaluation ......................................................86
General Provisions ...........................................................86-87
Requests for a Substitute not to Return to a
   Particular School/Site ..................................................87
Substitute Teacher Incentive Plan .....................................87-88
Year-Round Schools ..........................................................88
Hours of Work (Article X) ................................................88-89
Transfer/Consolidation Policy (Article XII) .......................89-90
Site Vacancies Occurring After the Implementation
   of the Year-Round Schools ...........................................90
Miscellaneous ..................................................................90-91
Intersession for Year-Round Schools .................................91
Changes in Configuration and the School Site
   Calendar ..................................................................91
Mentor Teacher Program (See Appendix) ..............................91
Classroom Teacher Instructional Improvement
   Program (See Appendix) ................................................91
General Provisions ...........................................................92

ARTICLE XXII - CHILD DEVELOPMENT CENTERS .................92

Definitions ..................................................................92-93
Association Rights ..........................................................93
Safety Conditions ............................................................93
Transfer/Consolidation ......................................................93-94
Application Procedure .....................................................94-95
Assignment Factors Considered for Position ......................95
Transfers .................................................................95-96
Administrative Transfer ....................................................96-97
Consolidations ..................................................................97-98
Transfer/Consolidation Due to Center Being
   Closed/Replaced .........................................................98-99
Teacher Assignment ........................................................99
Hours of Work ..............................................................99-100
Work Day ................................................................101-102
General Provisions ........................................................102
Teacher/Child Maximums ................................................102-103
CDC Task Force ............................................................103
# TABLE OF CONTENTS - (cont.)

Page 5

**ARTICLE XXIII - SUMMER SCHOOL EMPLOYMENT**................. 103

Calendar.......................................................... 103
Staff Election.................................................. 103-104
Evaluation....................................................... 104
Salary............................................................. 104-105

**ARTICLE XXIV - COMPENSATION**.......................................................... 105

Educational Supply Reimbursement.................................. 105
General Provisions for Placement on Teachers' Salary
  Schedule................................................... 105-116
Health and Welfare Insurance...................................... 116
Health Insurance (General Provisions)............................. 116-117
1991-92 Health Insurance Revisions............................... 117-119
Dental Plan........................................................ 119
Long-Term Disability Insurance..................................... 119-120
Life Insurance..................................................... 120
Liability Insurance................................................ 120
Vision Care.......................................................... 120
Annuity Program.................................................... 121
Cost Containment.................................................. 121
General Information on District-Paid Insurance
  Plans....................................................... 121-122
Transportation Reimbursement...................................... 122-123
Miscellaneous...................................................... 124
Programs for Personal Growth..................................... 124-125
Optional Medicare Coverage....................................... 125-126

**ARTICLE XXV - EARLY RETIREMENT INCENTIVE PROGRAMS**
  FOR CERTIFICATED EMPLOYEES............. 126-128

**APPENDIX 1** - Teachers' Salary Schedule - 1991-92
  (Effective 7/1/91)

**APPENDIX 2** - Certificated Salary Schedule - Special Rates
  and Stipends
  (Effective 1991-92)

**APPENDIX 3** - Certificated Salary Schedule - 1991-92
  (Psychologists)
  (Effective 7/1/91)

**APPENDIX 4** - Child Development Center Teachers - Permit/
  Certificated Salary Schedule
  (Effective 7/1/91)

**APPENDIX 5** - Fringe Benefits
TABLE OF CONTENTS - (cont.)

Page 6

APPENDIX 6 - School Calendars: 1991-92
               1992-93
               1993-94

APPENDIX 7 - Year-Round School Calendars:
               1991-92
               1992-93

APPENDIX 8 - Consolidation Conference Form

APPENDIX 9 - Mentor Teacher Program

APPENDIX 10 - Classroom Teacher Instructional Improvement Program

APPENDIX 11 - Side Letter on Temporary Teachers

APPENDIX 12 - Teacher Evaluation

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ARTICLE I - AGREEMENT

Section 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.

Section 2.

It is agreed that the District 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.

Section 3.

A. This Agreement shall be effective on July 1, 1991, and shall remain in effect through June 30, 1994.

B. The parties shall reopen negotiations on the matters set forth below at the times indicated:

1) Article 24 - Compensation Modifications: On May 1, 1992 for the 1992-93 school year and on or before April 1, 1993 for the 1993-94 school year or at times that are mutually agreed to by the parties.

2) All bargaining between the parties has been concluded for 1991-92 unless any other District bargaining unit subsequently receives a salary schedule increase for said year; in that event the District and the Association agree to reopen negotiations on 1991-92 salaries.

C. The Association shall present bargaining proposals for a successor contract on or about January 1, 1994, and the parties shall begin bargaining not later than March 1, 1994, or at times that are mutually agreed to by the parties.

Section 4.

The Board shall make no changes in matters affecting salaries or benefits not covered by this Agreement without meeting and negotiating with the Association. Nothing contained in the Agreement shall be interpreted or applied so as to eliminate, reduce, or diminish any teacher's benefits.
GENERAL BARGAINING PROVISIONS

Section 5.
A contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

Section 6.
The Board and Association agree that the persons acting as chief negotiators for the respective parties shall have the authority of the respective party, and shall be authorized to make proposals, counterproposals, and to sign tentative agreements.

Section 7.
Either party to the Agreement may utilize the services of consultants, as they deem necessary, during the negotiations process.

Section 8.
The date, time and agenda for future negotiation sessions will tentatively be established at the close of each session.

Section 9.
Representatives of the Board and/or the Association may request to meet, if the need arises, to review problems associated with contract implementation. Such requests shall be honored by either party.

ARTICLE II - RECOGNITION

Section 1.
The Board of Education (hereinafter referred to as the "Board") hereby recognizes the Oakland Education Association (hereinafter referred to as the "OEA" or the Association) as the sole and exclusive bargaining representative for all of the following certificated employee groups:

A. Child Development Center Teachers;
B. Pre-School and Latch-key Teachers;
C. Kindergarten through Twelfth (K-12) Grade Classroom Teachers;
D. Contracted Adult Education Teachers;
E. All Substitute Teachers;
F. Teachers on Special Assignment (TSA)
G. Counselors;
H. Librarians;
I. Nurses;  
J. Psychologists;  
K. Teacher Trainees;  
L. Teachers-in-Charge;  
M. All other certificated classifications not specifically excluded below.

Section 2.

This contract shall not apply to:

A. Adult Education Hourly Teachers;  
B. Confidential, Management and Supervisory employees as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code.

Section 3.

The parties recognize that subcontracting and/or diversion of bargaining unit work will occur only in unusual circumstances. The District agrees to notify the Association of any subcontracting or diversion. In circumstances which may impact on the bargaining unit the District will negotiate the decision and implementation upon request of the Association.

ARTICLE III - DEFINITIONS

Section 1.

The following definitions shall be used for reference throughout this contract:

A. Superintendent is defined as the Superintendent of the District or his/her designee.  
B. Board is defined as the governing board of the Oakland Unified School District (OUSD).  
C. District shall refer to the OUSD.  
D. Association shall mean the Oakland Education Association (OEA) an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA).  
E. Principal/Site Administrator is defined as the management employee who has the responsibility for one or more schools or offices.
F. **Teacher** is defined as any certificated employee who is included in this bargaining unit and therefore covered by the terms and provisions of this Agreement except where those terms and provisions indicate otherwise.

G. **Seniority** is defined as the number of years of service in the District with regular credential, including leaves of absence for sabbatical and military leave.

H. **Day** is defined as a District scheduled working day, except as otherwise specified herein.

I. **Daily Rate** is defined as an employee's annual salary plus stipends, divided by the number of contract days of service in a work year.

J. **Hourly Rates** are defined as those rates which are proportional to the daily rate divided by the number of hours in the work day.

K. **Emergency** is defined as an unforeseeable or unanticipated circumstance requiring immediate action.

L. **School Site** is defined as the District location where the teacher is assigned to perform duty.

M. **Other definitions** are included in the specific article to which they apply.

**ARTICLE IV - NON-DISCRIMINATION**

**Section 1.**

The Board shall not discriminate against any teacher on the basis of race, color, creed, age, sex, ethnic background, national origin, political affiliation, domicile, sexual orientation, marital status, handicap, membership or participation in the activities of the Association.

**Section 2.**

The Association will admit teachers to membership without discrimination on the basis of race, color, creed, age, sex, ethnic background, national origin, political affiliation, sexual orientation, marital status, domicile, or handicap.

**Section 3.**

Teachers shall be entitled to full rights of citizenship.
Section 4.

In application or oral interviews procedures, the District shall not inquire about a candidate's membership in or preference for employee organizations.

ARTICLE V - DISTRICT RIGHTS

Section 1.

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California and the Constitution of the United States.

Section 2.

The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement.

Section 3.

The District shall review, analyze and evaluate on a continuing basis the needs of the school district so that all committees, programs and projects will contribute to the best possible educational program.

Section 4.

The District and the Association shall make an effort to assure that the administration of all rules and regulations is reasonable.

ARTICLE VI - ASSOCIATION RIGHTS

Section 1.

The Association shall have use of District facilities when not otherwise required for District business during regular business hours.
Section 2.

The Association shall have the right to use of District delivery service and mailboxes for distribution of organizational material. The organization shall count, package, and label materials for convenient handling. Labels shall clearly indicate the recipient by name, and the name of the organization responsible for the publication and distribution. Rights herein are subject to postal regulations of U.S. Government. If the labels are not clear, the material shall be returned to the sending organization.

Section 3.

The Association shall have the use of the designated bulletin board for posting organizational literature at each school/center site and administrative building in areas frequented by employees, such locations to be selected by mutual agreement of the administration and the Association.

Section 4.

The Association shall be provided with a packet of materials for the regular Board meeting, which shall include agenda, contracts and agreements, new program proposals and supportive material. This packet shall be sent whenever such packets are mailed or delivered by the District.

Section 5.

The District will provide to the Association by September 30, a list of the names and assignments of all new teachers hired prior to September 15, including temporary and substitute teachers. Thereafter, the information will be forwarded on a monthly basis.

Section 6.

The District will provide on or before 45 days into the new school year to the Association copies on a monthly basis of the forms compiled by the District that contain names and credentials for substitute teachers. This information will include home addresses; and telephone numbers unless authorized by the individual employee to be withheld.

Section 7.

In making additional duty assignments the District will take into consideration the fact of an employee being elected as an Association Representative.
Section 8.
The District shall provide as soon as possible and not later than October 15 to the Association the names of employees in the unit by site and by alphabetical order. Such list shall include assignment, home address; telephone number, unless authorized by the individual employee to be withheld. During the second week of the second semester, a list of new employees not included in the above list will be provided as above. A fee not less than cost of preparation will be charged the Association for this service. Such information is required to be confidential.

Section 9.
Board rules and regulations and administrative bulletins shall be made available to employees at the school upon request.

Section 10.
Authorized representatives of the Association shall have the right of access to employees and areas in which employees work for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations or assigned employee duties.

Section 11.
Authorized representatives of the organization shall notify the administration office at the site immediately upon arrival.

Section 12.
After school hours on the first school-day Monday of each month will be reserved for Association organization meetings except when the first school-day Monday follows a vacation period, in which event such meeting shall be held on the second school-day Monday.

Section 13.
The District shall make every reasonable effort to promptly provide all requested public information to the Association to fulfill its role as the exclusive bargaining representative.

Section 14.
The Association shall have the right to distribute Association materials to all new teachers. The District will notify the Association of the date and time of the General Orientation Meeting and upon the District’s invitation will allow the Association to distribute the Association materials during the meeting.
Section 15.

The designated Association Site Representative shall have time for Association reports and business after the close of the school faculty meeting.

Section 16.

The District shall provide release time up to five days, with the cost of substitutes to be borne by the Association for up to three teachers in 12 month positions who are elected to serve as official Association Representatives to the National Education Association Convention.

ARTICLE VII - EMPLOYEE RIGHTS

Section 1.

An employee shall be entitled to have present an Association representative when being formally reprimanded (a formal reprimand may be reduced to writing). When request for such representation is made, the formal reprimand shall not be discussed until the teacher has the opportunity to have an Association representative present.

Section 2.

An employee shall also be entitled to have present at meetings an Association Representative when the employee has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

When in the opinion of the site administrator, disciplinary action may occur, the site administrator will inform the employee of his/her right to have a representative present. Where the employee during the course of the conference has a reasonable belief that discipline may arise from the discussion, he/she may request to have an Association Representative present and the request will be accommodated if the administrator agrees that discipline may arise from the discussions.

Section 3.

An employee shall not be subjected to discipline, reprimand, reduction in status or demotion without reasonable and just cause. Extra duty compensation assignments such as Yearbook supervision are considered term (year-to-year) assignments. The parties acknowledge that coaching assignments represent unique considerations and will be specifically discussed in Article XXI.
Section 4.

Any such discipline, reprimand, reduction in status or compensation shall be subject to the professional grievance procedures hereinafter set forth. All information relating to the above actions will be made available to the employee upon request. Such information will be made available to the Association representative if the employee requests the release of such information in writing.

Section 5.

Each teacher is guaranteed his/her right to professional representation through the exclusive representation.

Section 6.

A. A Faculty Advisory Council (FAC) shall be established in each school of the District to facilitate communication between the faculty and the school-site administration. Purposes of the faculty are:

- To provide a means for the faculty to make suggestions and recommendation for improvements related to the operation of the school to the principal, and to discuss any items of common concern.

- To provide an opportunity for the principal to present concerns in order to receive reactions and suggestions from the faculty.

It shall be the function of the FAC to meet monthly in order to identify and discuss any and all problems and issues of common concern related to the program at the school. The specific function of the Council shall be to advise and recommend.

B. During the month of October of each school year, the preceding year's FAC chairperson shall arrange, no later than November 1st, for a secret ballot election of members of serve on the FAC. The Council shall consist of a minimum of three members and a maximum of fifteen members; with not more than one member from a grade level in elementary schools, and not more than one member from a department in secondary schools. Any certificated, non-administrative staff member employed full-time at the school site shall be eligible for election to the Council. Any part-time, non-administrative certificated staff member assigned more than one-half time to a particular school shall also be eligible for election to the Faculty Council. All Council members shall be nominated and elected by secret
ballot at large. Each nominee, regardless of the number of teachers from each grade level (elementary) and each depart­ment (secondary), will have his/her name listed on the ballot under the grade level or department. The ballot will instruct the faculty to vote for one from each grade level or department. Members shall be elected at-large at adult schools and child development centers.

C. The elected members of the Faculty Council shall elect a chairperson and other officials from its elected membership. Among other duties, the chairperson shall set the agenda and present it to the principal prior to the meeting. The Council shall hold regularly scheduled monthly meetings. Additional meetings may be scheduled as mutually agreed to by the Council chairperson and the principal. During the regularly scheduled monthly meetings, the school principal or the Council chairperson may invite other school staff members to participate in the Council discussions. The principal may place matters on the agenda.

D. Minutes of the concerns discussed shall be taken at each meeting. When the FAC meeting with the principal is conclu­ded, the unofficial minutes shall be reviewed for accuracy by the principal and the faculty council chairperson. A copy of the unofficial minutes shall be distributed to each faculty member, to the principal, to the Area or Associate Superin­tendent, and to the Director of Labor Management and Employee Relations. Responsibility for reproducing the minutes rests with the Principal, distribution by the FAC chairperson.

ARTICLE VIII - AFFIRMATIVE ACTION

Section 1.

The Board shall seek racial, ethnic, and sex balance in each Oakland Public School consistent with the racial, ethnic and sex composition of the community.

Section 2.

All statistical data gathered or printed by the District relative to affirmative action shall be made immediately available to the Association.

Section 3.

The District shall provide to the Association an annual report for each job classification, the number of applicants designated by ethnicity and sex.
A. The District shall provide to the Association a site by site breakdown of the number of bargaining unit members by ethnic code and sex.

Section 4.

The District's Affirmative Action Committee, composed of teachers, administrators and the community, shall continue to advise, recommend and monitor the District's Affirmative Action Program.

The teachers on the Committee shall be appointed by the Association.

ARTICLE IX - ACADEMIC FREEDOM

Section 1.

Academic freedom shall be guaranteed to teachers in the study, investigation presentation and interpretation of facts and ideas insofar as such facts and ideas reflect state and local prescribed courses of study.

Section 2.

Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and the Board rules and regulations.

Section 3.

Teachers shall have the responsibility for determining grades for students in the Oakland Unified School District in accordance with the standards for grading as established by District policy. Such grades shall not be changed except as permitted in Section 49066 of the Education Code.

ARTICLE X - HOURS OF WORK

Section 1. Work Year

A. The work year for teachers and nurses shall consist of 180 instructional days and three (3) non-instructional days for a total of 183 duty days.

B. 1. The three (3) non-instructional days shall be teacher planning days devoted to individual planning and preparation. When possible, no more than one-half of the first...
day may be used for faculty and/or department or circuit meetings which shall be scheduled as follows: two (2) at the beginning of the school year and one (1) at the close of the year. There shall be a "Student Minimum Day/Teacher Planning Day" at the close of the first semester.

The minimum number of instructional minutes per day for each grade level shall be as follows:

Grade Level

Kindergarten..................200
Grades 1-6 (*To include Split Reading in Grades 1-3)302*
Middle Schools..................330
Senior High and Schools with 9th Grade...........363

2. The minimum number of instructional minutes as set forth in subsection B. 1. above includes at least four (4) minimum days at the secondary level and four (4) minimum days at the elementary level.

3. Subject to the approval of and the guidelines established by the Superintendent, or his/her designee, school site administrators shall work with school site faculty to develop a schedule for additional minimum days which will assure SB 813 instructional minute requirements. Lost minutes due to the scheduling of minimum days will be made up in order to meet SB 813 requirements.

C. In Adult Education, the number of instructional days will be determined by the needs of the program and the number of hours contracted between the period of July 1 through June 30 of a given year. Planning days will be arranged by the unit administrator according to program needs.

1. The Site Administrator shall schedule both the teaching and non-teaching days of the certificated staff at his/her site prior to the start of the program year.

2. At the request of the District, full-time contract Adult Education Teachers and TSAs have the option to work beyond their contract at the Extra-Duty Hourly rate. Such requests by the District shall be made on an equitable basis.

3. Teachers shall be permitted to request specific non-teaching days. Said written request must be submitted to the Site Administrator no later than April 1 of the year prior to the program year.
4. The Site Administrator shall consider teacher requests for specific non-teaching days to the extent possible in light of the overall program needs at his/her site.

5. Changes in the final schedule of non-teaching days shall be based upon program needs.

6. When two or more teachers request the same non-teaching days, seniority plus program needs shall be taken into consideration by the Site Administrator in making his/her decision.

D. Counselors shall work five (5) days prior to the teacher work year and five (5) days after the teacher work year (for a total of 193 work days).

1. In Adult Education, counselors shall be assigned according to the number of hours for which they are contracted during a given year, July 1 through June 30.

E. Psychologists shall have a work year ten days longer than the teacher work year.

F. Calendars for the duration of this contract are set forth in the appendicies.

Section 2. Workday

A. Working hours for members assigned to elementary schools shall be a continuous block of six hours and 45 minutes, including duty-free lunch, and for secondary schools, a continuous block of seven hours, including duty-free lunch. The working hours shall not commence before 8:10 a.m. nor conclude later than 3:45 p.m.

B. At the secondary level there may be an "A" period. The "A" period shall be the same number of minutes as other periods on the site and occur before the beginning of the regular working hours.

Teachers may volunteer to work the "A" period. The "A" period shall be determined by program needs.

C. When the location of an employee's assignment changes (transfer or relocation) the site administrator shall provide the employee with one work day for moving during the normal work hours. Additional time may be granted by the current site administrator if the move has not been completed in one day.
Teachers who are not provided adequate time for moving during normal work hours, and who come in on their own time to move, shall be compensated at their hourly salary schedule rate, up to a maximum of one work day.

D. Normal working hours for psychologists shall be eight hours, including lunch (8:30 a.m.-4:30 p.m.).

E. Teachers-on-Special Assignment shall work until 4:30 p.m. when requested by their immediate administrator. Teachers-on-Special Assignment shall, when assigned, participate in professional activities and perform professional duties beyond 4:30 p.m. for a maximum of five hours per month. Beyond the five-hour maximum, compensation shall be paid at the extra duty hourly rate (refer to H. and I. of this article below).

F. It is the policy of the District to establish reasonable and appropriate regulations governing compensation of teachers for non-classroom duties assigned by the principal. The principal, bearing in mind the special competencies of individual staff members, shall make every effort to give assignments during and beyond the duty day in an equitable manner. Each faculty member shall assume a fair share of the duty work load, which shall include the regular duty assignments performed during regular work hours, as well as supervisory or other responsibilities related to instructional and other extra curricular activities for students which are assigned by the principal.

G. New employees shall be given consideration, wherever possible, for fewer or less demanding assignments of extra responsibilities.

H. Employees shall participate in professional activities and perform professional duties beyond their regular work day as assigned by the appropriate administrator to a maximum of five hours per calendar month for the work year. Beyond the five hour maximum, compensation shall be paid at the extra duty hourly rate. Such assignments shall be equitably distributed. Employees shall have the opportunity to volunteer for such assignments to the site administrator, who shall make the final decision. It is understood that employees shall attend two public meetings during the school year, such as open house, back-to-school night, etc., and in addition, secondary teachers shall attend promotion and graduation exercises. Faculty and circuit meetings are not covered in this provision.

I. Employees may volunteer for assigned duties beyond the five-hour limit, for which they shall be compensated. State and
Federal mandated programs, by definition, and where requirements for staff involvement are beyond this Agreement, shall be controlling and they will be compensated beyond the five-hour limit.

J. Teachers shall be in their classes in advance of the first bell for a period of time necessary to begin their instructional program without delay. On days of inclement weather or emergency, teachers of first-period classes must be present in their classrooms for ten minutes prior to the bell which calls students to the first class.

K. Whenever possible, substitutes shall be provided for all certificated staff assigned to school sites. Employees should request substitutes where substitutes are provided by the District. Substitute assignments are made for the following reasons: employee illness or injury; participation with certain District committees; court appearance; jury duty; death of member of immediate family; emergency illness in immediate family; religious holidays; approved educational meetings and conferences; participation in the Association negotiating team when meeting for purposes of negotiation; and other reasons approved by the Superintendent. Teachers shall have the right to request specific substitutes. These requests shall be honored when feasible.

L. A guaranteed duty-free lunch period of no less than 30 minutes shall be provided for all teachers. As long as there are sufficient numbers of teachers remaining on campus at any time to handle emergency situations, teachers shall be free to leave campus during their lunch periods.

After receiving recommendation from the FAC, the site administrator will establish procedures to ensure school site continuity.

Section 3. Substitute Requests

A. Elementary Substitute Duty. When teachers agree or are assigned to provide substitute coverage to parts of classes when a regular substitute has not been provided by the District Human Resources Division, the pay which would have been paid to a daily substitute shall be paid proportionately to the teachers involved. Students shall be distributed in the fewest groups possible and in the most appropriate grade levels possible.

Whenever possible, volunteers will be solicited from among teachers. If there is an insufficient number of volunteers,
the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

B. Secondary Substitute Duty. When Secondary school teachers are assigned for substitute teaching when a regular substitute has not been assigned, the pay which would have been paid to a daily substitute shall be paid proportionately to the teacher. Whenever possible, volunteers will be solicited from among teachers. If there is an insufficient number of volunteers, the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

Section 4. Faculty Meetings

A. Teachers shall have the responsibility to attend faculty and circuit or department meetings which are called by the principal or circuit or department chairperson. The principal may call a maximum of ten regular faculty meetings per year with one meeting of the ten held as part of the preschool orientation and planning program held at each school site before the opening of a new school year each fall. Teachers who attend faculty, circuit or department meetings beyond their regular work day for more than three accumulated hours within a one-month calendar period shall be compensated for the additional time at the extra duty hourly rate. Said compensation shall not apply to emergency faculty meetings.

B. Additional emergency faculty meetings may be called by the principal as a result of unforeseeable or unanticipated circumstances which require immediate action.

C. Teachers may place items concerning instructional issues on the agenda for faculty advisory meetings and may request that such items be placed on such agenda of faculty meetings.

D. Circuit and department chairpersons may call meetings, such meetings not to exceed ten (10) meetings per year. One meeting to take place as part of preschool orientation at the school site before the opening of school.

E. Faculty, circuit and department meetings normally begin within ten minutes after the dismissal of students, or as soon thereafter as the faculty can be assembled, and do not exceed one hour and fifteen minutes in length.

Section 5. Preparation Periods for Elementary Teachers

A. For the duration of this contract, the District shall provide each elementary teacher with two (2) 50-minute preparation
periods per week and, when possible, shall provide each
specialty teacher with two (2) 50-minute preparation periods
per week.

B. The first 30 minutes of each workday shall be a preparation
period. Teachers will continue to have rotating morning yard
duty during the last ten (10) minutes of that period. The
teacher who has yard duty is off duty ten (10) minutes before
the end of the workday.

C. All elementary specialists shall be assigned to school sites
and on duty the first teaching day of the school year. All
elementary teachers not receiving two preparation periods
weekly from the third week of school shall receive compensa-
tion for each preparation period at the extra-duty hourly
rate.

D. Elementary specialty teachers shall teach one of the follow-
ing: physical education [health education], music, art,
science, or library skills. Faculty requests for other sub-
jects to be taught by specialty teachers shall be made by
May 15 of the preceding year. If possible, assignments will
be limited to no more than two subjects.

E. A sum of $200 per year will be provided for supplies and
materials for each full-time equivalent elementary specialty
teacher.

F. Elementary specialty teachers shall be assigned a permanent
classroom, and/or a locked space for supplies and equipment,
to the extent feasible within the space currently existing at
the site. The District shall not be required to incur any
expenses in order to provide such space.

Section 6. General Provisions

A. 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 loca-
tion 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 Con-
ferences will be scheduled during the regular working day,
whenever possible.

B. Since double sessions and year-round schools affect the normal
duty days, the District and Association agree to meet and con-
sult at least one time prior to a Board decision to modify
other school sites into either double sessions or year-round
schools.
If it is determined by either party during consultation that additional year-round schools or double sessions may require negotiations in the areas of wages, hours or working conditions, the parties shall meet and negotiate over the issues prior to the implementation of double sessions or year-round schools.

C. The District will provide a daily conference period for all teachers and counselors assigned to secondary schools. The length of the conference period will be the length of the class period.

D. The District shall reduce the paperwork required of teachers. Faculty Advisory Councils should address suggested means to achieve said reductions.

E. Adequate travel time, per move, will be provided to all teachers who move from one work site to another. Such time shall be considered as duty time and shall be exclusive of lunch and preparation time.

F. Each Special Education teacher shall be assigned to a classroom/adequate work area with appropriate privacy and furniture for students, Instructional Assistants and/or Aides to the Handicapped.

1. This classroom shall include adequate ventilation and secure storage for instructional materials and records.

G. Special Education teachers shall be treated as part of the faculty and shall have the same rights and responsibilities of regular classroom teachers.

H. Special Education teachers shall have, on an equal basis w/teachers at the site, access to all school site equipment and instructional material designated for general use by regular classroom teachers.

Section 7. Demonstration Schools, Extended Work Year


Teachers working at a Demonstration School shall participate in staff development/inservice training activities for the equivalent of a minimum of ten (10) up to a maximum of fifteen (15) additional days (7 hrs./day) of service per year for Five-Year Educational Plan Staff Development; the ten minimum days of said service shall be rendered in full day increments and shall not take place on weekends and holidays. For demonstration schools on a
year-round schedule, said days shall be staggered during inter­
sessions, and the staff development activities replicated for unit
members on different intersession periods. Year-round school
staffs shall have the right to combine the minimum 1991-92 and
1992-93 inservice days, and to schedule them in their entirety dur­
ing the 1992-93 school year. These ten days of staff development/
inservice training shall constitute an addition to the teachers'
normal work year, and shall be compensated for STRS credit. Com­
pensation for these days shall be at the individual teacher's per
diem rate of pay (annual salary divided by 183); if said days of
summer span two school years, the per diem pay for all of those
summer days shall be the average of the two per diem rates. The
five (5) optional days of Staff Development shall not be required
on weekends or holidays, or required in part day increments;
however, the majority of the unit members at a given school may
agree to the contrary if the District decides to require the
optional days of staff development for said school. Compensation
for these 5 Optional Days shall be at the individual teacher's per
diem rate of pay (annual salary divided by 183).

2. Effective 1993-94

Teachers at a Demonstration School may be assigned by the
principal to teach twenty (20) additional days per year of extended
student instruction, contiguous to the traditional school year.
Compensation for said additional days shall be at the individual
teacher's per diem rate of pay (as defined here) and shall be
compensated for STRS credit. These days of extended student in­
struction shall be in addition to the ten (10) to fifteen (15) days
of staff development/inservice described above in Section 1. for
all teachers at a Demonstration School. Teachers assigned to the
20 additional days shall be identified by Principal after consider­
ing the factors: willingness to render the service; the grade
level or subject matter needs of the students assigned to the
extended instructional year; and the certification authorization
and prior teaching experience of the teacher.

The instructional calendar for these twenty (20) days of
extended attendance shall be developed by the parties during the
first semester of the 1992-93 school year.

3. Funding

All Staff Development days as described in this article
shall be subject to the availability of categorical funds; to the
extent possible, the District shall seek prior State approval
before expending Title V Grant funds.
4. **Transfers**

Unit members desiring to be assigned or not assigned to a Demonstration School shall utilize the provisions of Article XII (Transfer/Consolidation Policy) dealing with the consolidation of teachers.

**ARTICLE XI ~ LEAVES**

**Section 1.**

The District shall provide the leaves set forth in this article and any other leaves mandated by State law to eligible employees. A teacher granted a leave of absence for more than a semester or more than six months in the CDC shall be placed on the unassigned list. If the original position has been filled by a substitute or temporary employee or if the position is vacant, the returning teacher shall have the right to return to his/her original position, provided that it is done immediately upon return from leave and within one year.

**Section 2.**

For the purpose of this article, "immediate family" is defined as mother, father, grandmother, grandfather or grandchild of employee or spouse of employee, spouse, son, son-in-law, daughter, daughter-in-law, step-child, mother-in-law, father-in-law, brother or sister of employee or other person permanently living in the immediate familial household of the employee.

**Section 3. Leave of Absence Without Pay**

A leave of absence without pay is defined as an approved absence from service for a prescribed period of time (without salary and certain benefits.)

Teachers shall be allowed to pay premiums in order to continue fringe benefits while on leave.

A. A leave of absence without pay may be recommended by Superintendent to Board of Education for study, health, maternity, pregnancy, adoption/paternity, family responsibility, travel, unusual opportunity for professional employment, or valid personal reason. Except for maternity/paternity, pregnancy and military leaves, leaves shall be granted only to teachers on tenure.

B. Leaves for emergency reasons may be requested after deadlines; at least two weeks' notice should be given the Superintendent in any case.
Leaves of absence without pay are limited to a maximum of one year.

Additional years may be granted in exceptional cases upon request to and recommendation by the Superintendent. A leave beyond two consecutive years may be granted by the Superintendent when a special benefit will accrue to the District. Applications for leave shall be filed by March 1 for the following Fall semester and November 1 for the following Spring semester.

E. Maternity, Paternity and Adoption Leave

An employee may request an unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. An employee whose spouse is pregnant or an employee involved in adopting a child may request an unpaid leave for a period of one year. Such leaves may be extended for one year periods upon request and approval by the District to a total maximum of three years. Employees on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies that they are disabled.

F. Study Leave

A teacher granted a leave of absence for study shall, within 45 days after return to duty, present verification of work equivalent to at least 12 semester units in one year.

G. Leave for Travel

A leave for travel may be granted for a school year or for one entire semester. See salary section Article XXIV for credit.

H. Leave for Overseas Teaching

Leaves of absence for teaching abroad may be granted. In selecting teachers, consideration will be given to length of service, teaching record, order of application and type of assignment. Generally, teachers must have had at least five years of service with the District.

I. Leave for Public Office

A teacher is permitted either part-time or full-time leave of absence without pay for the purpose of campaigning for public office to a maximum of one year. A teacher elected to full-time public office shall be granted leave of absence without
pay for the period of time served in the office. Leave for less than full-time public office may be granted by the District.

J. Association Leave

Leave of absence shall be granted a teacher to serve the Association for the duration of the contract. Such leave shall be extendable upon request as long as the Association remains the exclusive bargaining agent. During the length of the contract, the employee shall have the right to be reassigned to his/her former site and, if possible, former position. The District will submit to the State Teacher's Retirement System (STRS) request for granting retirement credit for the year of leave service by the employee. Upon approval of this request, funds covering total District and employee contributions for the year of service will be provided to the District by the employee. These funds will, in turn, be forwarded to STRS. The employee shall be entitled to return to the classification held at the time of election, at a salary to which he/she would have been entitled had the employee not been accorded this absence, provided the return occurs within six months after the term of office expires.

K. Legislative Leave

A permanent employee in a position requiring certification qualifications, who is elected to the Legislature, shall be granted a leave of absence from duties as an employee of the District by the governing board of the District. During the leave of absence, the employee may be assigned by the District to perform less than full-time services requiring certification qualifications, for mutually agreed-upon terms, conditions and compensation. The classification of the employee shall not be affected. The employee shall be entitled to return to the classification held at the time of election, at a salary to which he/she would have been entitled had the employee not been accorded this absence, provided the return occurs within six months after the term of office expires.

L. General Leave

Twenty-five (25) full-time general leaves shall be granted each year to permanent teachers who have rendered at least seven full-time consecutive years of satisfactory service immediately preceding general leave. At least five (5) of these leaves shall be granted in the CDCs. Adult Education and CDC teachers with less than full-time contracts would be eligible.
1. The leave shall be limited to one school year and shall be non-renewable.

2. The leave shall be without pay.

3. The request/application for leave must be filed with the understanding that the right to return to the original position is not guaranteed.

4. Upon written authorization, this leave shall be granted with the understanding that the right to return to the original position is not guaranteed.

5. This leave shall not be granted during an evaluation year or for the year in which a consecutive annual evaluation is scheduled.

6. The final determination or selection of applicants shall rest with the District.

7. This leave may not be used for seeking, attaining, or holding other public school employment or Association work.

M. **Catastrophic Leave - Effective July 1, 1992**

Bargaining Unit members may apply for and receive catastrophic leave pursuant to the following provisions:

1. The unit member (or a unit member's immediate family member for whom he/she must care) shall have suffered severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.

2. The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, and/or any other paid time.

3. A joint Association-District committee comprised of two representatives and an alternate of each party must determine and certify that the unit member is eligible for catastrophic leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District. The Committee shall be formed no later than July 1, 1992.
4. Donated catastrophic leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following school year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.

5. No unit member who elects to donate eligible leave credits may donate more than one day in any given year of his/her accumulated full day sick leave except as provided for in Section 9. below. If a minimum of 300 unit members fail to make a donation of a sick leave credit in any given year, the Catastrophic Leave provision shall not be in effect for that year. If said minimum is not achieved in two (2) consecutive years, the Catastrophic Leave provision described herein shall automatically be rescinded and any unused sick leave credits in the Catastrophic Leave Reserve shall be returned, on a proportionate basis if need be, to those who donated credits and never got to utilize any Catastrophic Leave benefit.

6. No unit member may utilize any Catastrophic Sick Leave benefit unless he/she has previously donated sick leave credit to the Reserve, and there shall be a 45 calendar day waiting period between a unit member's donation of sick leave credit(s), and his/her utilization of Catastrophic Leave credits.

7. All procedures for requesting Catastrophic Leave, and for donating said leave credits, shall be established by the Joint Committee provided for in Section 3., above.

8. Catastrophic Leave may begin upon the exhaustion of the statutory period of earned and accumulated sick leave benefits, depending on the unit member's request and the Joint Committee's decision; the District shall continue the salary differential payment (if any) and the fringe benefit contribution (if any) that the unit member received at the end of said statutory period.

9. The annual period for donating sick leave credits shall be July 1, through October 1 of each school year. In no event shall the Catastrophic Leave Reserve be allowed to accumulate above 600 days. Donated credits shall be accepted in the order received by the Joint Committee.
10. Transfers of eligible leave credits are irrevocable, and shall be donated and utilized in not less than half-day increments.

11. Any unit member who receives paid catastrophic leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid Catastrophic Leave.

12. The District and the Association shall instruct their appointees to the Joint Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits contemplated herein. However, there shall be no liability or recourse if said confidentiality is not maintained.

13. The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of Catastrophic Leave.

14. The Catastrophic Leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave.

15. The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article XIV (Grievance Policy) of this Agreement.

Section 4. Leave of Absence With Pay

To be eligible to apply for leave of absence with pay, the employee shall be in a paid status and scheduled for work on the day or days of absence.

A. Sick Leave

1. Employees absent because of sick leave or accident not incurred on duty shall receive full salary during such illness for 10, 11 or 12 days per year, dependent upon regular 10-, 11- or 12-month assignment; and in the use of sick leave, the full pay shall become available at the beginning of each school year of service. Unused sick days shall be cumulative without limit during employment by the District, except that days for sick leave shall neither accrue nor accumulate during a year.
when the employee is on leave of absence. Upon late employment or early termination of employment, a reduction of sick leave shall be made on the basis of one day per month. Upon re-employment within 39 months of resignation, all sick leave due an employee shall be reinstated. Teachers with accumulated sick leave earned in other California public schools shall have said leave credited toward their sick leave accumulation in the District.

2. Days of sick leave granted an employee assigned less than full-time shall be in proportion that the assignment bears to the assignment of a full-time teacher.

3. An absence due to illness or injury [whether or not covered by sick leave] which exceeds five days shall be be supported by a written statement of a licensed physician giving reason for absence, the first and last day of illness or injury, and the date the employee is able to return to normal duties.

4. Employees absent on sick leave shall notify the supervisor or the Substitute Desk at least one day in advance of expected return in order that any substitute service may be terminated.

5. Following an absence of 30 days or more due to illness, the employee shall submit a physician's statement indicating the employee is able to return to normal duties. For any employee where the District has good reason to believe the employee may not be able to carry out his/her normal duties, the District may require an additional verification from a physician or require clearance by a District-designated physician, before allowing the employee to be in active work status. Any required examination by a District-designated physician shall be at District expense.

If the report of this teacher's physician conflicts with the report of the District's physician, a third physician who shall be selected from the State Teachers' Retirement System List of Independent and Neutral Physicians shall make the deciding report.

6. Absences paid under the occupational leave policy, including those due to certain childhood communicable diseases deemed to be work-connected and which cause doctor-imposed quarantine, are not charged to the employee's sick leave benefits when verified by a doctor's certificate and when in compliance with provisions in the Workers' Compensation Program.
7. The District shall provide each employee with a monthly statement of the amount of sick leave accrued. This provision shall become effective upon the start-up of the IPFS computer system.

B. **Extended Sick Leave**

1. Extended sick leave is authorized absence, with partial pay, but with no loss of benefits, resulting from an illness, accident, or other disabling physical condition which prevents an employee from performing his/her normal duties after regular sick leave has been exhausted.

2. Employees who have accumulated sick leave may for any illness use their accumulated sick leave. After earned accumulated sick leave has been exhausted, the employee is entitled to 100 days extended sick leave.

3. Extended sick leave shall be appropriately prorated for part-time employees.

4. The earned accumulated sick leave plus the extended sick leave can be carried over to subsequent years, if they are being used for a single illness or complication arising from that illness as certified by a physician. In no case shall an employee be granted more than 100 days extended sick leave for the same illness.

5. A unit member on extended sick leave shall be paid the balance remaining after the cost of his/her substitute has been deducted.

6. An employee who has exhausted all sick leave and extended sick leave for which he/she is eligible, but who is unable to fully perform his/her contractual duties, shall be entitled to remain on unpaid leave for the rest of that school year, upon request, or to apply for STRS Disability Allowance or OPS Disability Plan where eligible and applicable.

7. Return to duty is dependent upon the physician's statement of recovery and clearance by a District-designated physician. (See Section 4. A. 5. above.)

C. **Occupational Leave**

Employees who are absent from duty because of illness or injury resulting from an accident or condition deemed to be work-related under the Workers' Compensation Program, shall be granted occupational leave. A work-connected injury or
illness shall be so considered when properly certified as compensable for workers' compensation benefits. Absences not so verified shall be charged against employees' sick leave, or other leave as appropriate.

Eligible employees shall be granted occupational leave subject to the following conditions:

1. Allowable occupational leave shall not exceed 60 working days for the same accident.

2. Allowable leave shall not be cumulative from year to year.

3. Occupational leave shall commence on the first day of absence and continue for a period certified by the physician that the employee is disabled because of the work-related injury or illness, or for a maximum of 60 working days, whichever occurs first.

4. Payment for wages lost on any day shall not, when added to a benefit granted the employee under the Workers' Compensation Program, exceed the normal wage of the day.

5. Occupational leave shall be reduced by one day for each day of absence, regardless of compensation award made under the Workers' Compensation Program.

6. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled, for the same illness or injury, to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

7. When entitlement to occupational leave has been exhausted, entitlement to other sick leave will be used. However, if employee is receiving workers' compensation, he/she shall be entitled to use only so much of the accumulated or available sick leave, vacation, or other available leave which, when added to the workers' compensation award, provides a full day's wage or salary.

8. Periods of absence for occupational leave shall not be considered a discontinuation in service of the employee.

9. Employees on occupational leave shall endorse to the District any wage loss benefit checks received under the Workers' Compensation Program. The District, in turn, shall issue the employee appropriate warrants for payment.
of wages or salary and shall deduct normal retirement and other authorized contributions.

10. Absences paid under the occupational leave policy, including those due to certain childhood communicable diseases deemed to be work connected, are not charged to an employee's sick leave benefits, if verified by a doctor's certificate and if in compliance with provisions in the Workers' Compensation Program.

D. **Other Absences Chargeable to Sick Leave**

Employees may use accumulated sick leave balance in a school year for one or more of the following reasons of personal necessity:

1. Death of a member of employee's immediate family when additional leave is required beyond that provided in funeral leave.

2. Accident involving employee's person or property or the person or property of a member of the immediate family.

3. Appearance in court or before an administrative tribunal as a litigant, party, or witness, under subpoena or any order made with jurisdiction.

4. Appearance in court or before an administrative tribunal as an interested party with direct involvement.

5. An emergency caused by an illness of a member of the employee's immediate family which requires the employee's absence from work.


E. **Pregnancy Leave**

Procedures to be followed when applying for a pregnancy leave are:

1. A letter from the employee's physician verifying pregnancy and approximate delivery date shall be filed in the District Human Resources Division Office.

2. The employee shall have her physician verify the period of time she is disabled and cannot perform the functions of her assignment. An employee may use sick leave; or when exhausted, extended illness leave or vacation
3. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

4. At any time an employee is absent as a result of her physical disability arising out of her pregnancy, the District at its expense may request a doctor's verification of her inability to render service to the District.

5. In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District and not as an unpaid leave immediately preceding the disability.

6. An employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty when she is physically able to render full and complete service to the District.

7. Upon returning to duty, the employee shall provide a doctor's verification that she is physically able to render full and complete service to the District.

8. During this period of leave, employees shall have District contributions to cover fringe benefits for health, dental, and vision care, and life insurance.

9. In addition to the above, an employee may use up to six days of his/her accumulated sick leave balance in connection with the birth or adoption of a son or daughter.

F. Military Leave

A teacher in the service of the District at least one year prior to the date on which absence begins in fulfilling ordered military duty will be granted not more than 30 days leave of absence with full pay. An indefinite leave of absence will be granted without pay for the remainder of such ordered military duty. A reserve member of the armed forces working less than a 12-month year is requested to arrange for active duty for training during school vacation periods whenever possible. A claim of extenuating circumstances necessitating reserve duty during other periods shall be referred to the Superintendent or the Superintendent's designee for a decision. The District shall abide by the provisions of the applicable state and federal laws.
G. **Funeral Leave**

For each death which occurs in the immediate family of the employee, the employee upon request shall be granted a funeral leave not to exceed three working days with pay up to a maximum of five workdays with pay should out-of-state travel be required.

Funeral leave not to exceed one day with pay may be granted to an employee to attend the funeral of other close relations. Established close relatives are defined as uncle, aunt, first cousins, nephew and niece.

H. **Jury Duty**

Employees shall be granted leave for jury duty when the employee does not request exemption. Salary shall be paid to the amount of difference between the employee's regular earnings and the sum received by the employee as juror's fees, excluding jury duty expenses such as transportation, parking, meals, etc. To receive salary from the District, the employee shall submit certificate of jury service and the endorsed juror fee check (if no expenses are included) or personal check, or money order for the amount of the juror's fee, exclusive of jury duty expenses.

I. **Emergency Leave**

The Superintendent is authorized to excuse employees from regular work for emergency reasons for periods of an hour or less without loss of salary. Teachers may be excused for longer periods of time, provided there is no cost to the District. An emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.

J. **Sabbatical Leave**

The Board of Education may grant a sabbatical leave to a permanent teacher who has rendered at least seven full-time consecutive years of satisfactory service immediately preceding the sabbatical leave. Adult Education and CDC teachers with less than full-time contracts would be eligible for sabbatical leave after seven consecutive years of satisfactory service.

1. The grant shall be on condition that the teacher agrees in writing to render a period of service to the District following return from the leave that equals twice the period of the leave.
2. The leave of absence may be taken as a continuous leave not to exceed one year, or in separate six-month periods, provided the leave is commenced and completed within a three-year period.

3. A permanent teacher may be granted one sabbatical leave in each seven-year period.

4. Compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District, provided employee furnishes a suitable bond indemnifying the governing board of the District against loss in the event employee fails to render this agreed-upon period of service in the employ of the District following the return of employee from the leave.

5. Should employee not serve for the entire period of service agreed upon, compensation paid for the leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time not served bears to the total amount of time upon which agreement was reached.

6. The maximum number of sabbatical leaves granted each year to teachers shall be eighteen (18). The employee shall be compensated at two-thirds of his/her annual salary. All fringe benefits shall remain in full force and effect. At least one of these leaves shall be granted in the CDCs.

K. Educational Meetings and Conferences

Depending upon resources budgeted for this purpose and with the prior approval of the Superintendent, teachers including the Adult Education and Child Development Centers, authorized to represent the Oakland District at educational meetings and conferences, may be permitted to attend such meetings with no loss in salary and with up-to-full expenses compensated by the District. Teachers who are not official representatives of the Board but who seek professional improvement, may also, upon approval, which shall not unreasonably be withheld, be allowed to attend recognized educational meetings and conferences with no loss of salary and in some instances, compensation for expenses. Employees on an unpaid status are not eligible for these leaves.

L. Personal Leave

1. Requests for absence without loss of pay or with cost of substitute deducted for urgent personal business to
a maximum of two days each year may be granted by the Superintendent. Such request shall be submitted in advance, in writing, except where circumstances make an advance request impossible.

2. Such leaves are limited to one day at a time and shall not be used to extend vacation leaves or holidays, except in cases of emergency.

3. Any unused personal leave days shall be converted to accumulated sick leave at the end of each school year.

M. Verification of Absence

The Superintendent may require an employee to verify the claimed reason for absence by submission of a physician's statement or other verification when it is believed that no valid grounds exist for the employee's claim for absence.

ARTICLE XII - TRANSFER/CONSOLIDATION POLICY

Section 1. Posted Vacancies Procedure

A. Notice of vacancies shall be posted in all school buildings and in the Human Resources Division, except in cases where vacancies are filled by teacher initiated and/or administratively initiated transfers. The posting period for said vacancies shall be no less than seven (7) calendar days nor more than fifteen (15) calendar days.

B. All vacancies shall be posted as follows:

1. All known vacancies for the Fall semester shall be posted as they become available and at least bi-weekly in February, March, April, May, and at least once in June. Employees possessing valid clear credentials may apply for the positions.

2. Any vacancies for which no applications are received shall be reported on the next listing.

3. Teachers who are unassigned because of consolidations and/or who are returning from leaves shall be given the first opportunity to accept vacancies for which they are qualified.
4. All vacancies occurring during the school year shall be filled first by unassigned staff who have the required credentials, qualifications and experience. Remaining vacancies shall be filled by substitutes and new hires having qualifications for the position.

a. In no case shall the District hire an applicant with only an emergency or preliminary credential until all applicants with complete credentials have been considered.

b. The District will indicate on the monthly listing of new hires provided to the Association those employees hired with emergency or preliminary credentials.

5. In an emergency, a vacancy may be filled at the direction of the Superintendent or designee. The vacancy shall subsequently be posted according to the procedures in provision B. 1., above.

6. Positions which require specialized training, competence, experience and/or a different credential shall be posted during the school year unless filled by employees at the sites at which the vacancies occur.

7. Positions of teachers on leave for one (1) semester, or less shall not be considered vacancies. In the event that the teacher extends his/her leave beyond one (1) semester, does not return, or chooses another assignment, the teacher's former position shall be declared vacant and will be posted. (Refer to Article XI, paragraph 1.)

8. Posted vacancies shall include the following statement: "The District does not discriminate in employment on the basis of age, creed, gender, race, ethnic background, marital status, sexual orientation, national origin or handicap. The District does not discriminate on the basis of sex or handicap in educational programs and activities." (Title IX of the Education Agreement of 1972; OUSD Affirmative Action Plan, adopted March 30, 1976; Section 504, 1973, Rehabilitation Act.)

9. The Association shall be furnished copies of all vacancy notices or listings posted throughout the year.

10. Eligible employees leaving self-addressed stamped envelopes with the Human Resources Division shall receive postings of vacancies on a timely basis as they occur.

-34-

OEA

(Article 12)
Section 2. Application Procedure

A. Application forms shall be available in the District sites or Area Offices and in the Human Resources Division.

B. Application for a posted vacancy must be made on the Request for Assignment to Posted Vacancy form or in the manner prescribed on the vacancy notice and filed in the Human Resources Division within the required posting period.

C. An applicant, by contacting the Associate Superintendent of Human Resources or designee may ascertain whether imbalance exists on a faculty where there is a posted vacancy, and the characteristics of the applicants whose selection would serve to reduce the imbalance.

D. The Assignment Factors

1. The principal of each school site and heads of central offices requesting teacher personnel shall supply the Associate Superintendent of Human Resources with the basic data upon which to determine the eligibility of a candidate for a position on the basis of the following assignment factors:

   a. Possession of the appropriate California teaching credential;

   b. Qualifications and experience;

   c. Affirmative Action (work - force goals).

2. If the above factors are equal for candidates, seniority in the District shall be given preference in granting an assignment.

3. In recognition of the importance of experience in the District, the District will give full consideration to employed, credentialed and qualified temporary and substitute teachers who are eligible applicants for a posted vacancy before new applicants are considered.

4. Candidates not selected for a posted vacancy will be notified. Upon request, an ineligible candidate may arrange a conference within five (5) days of the notice with the Associate Superintendent of Human Resources or designee to discuss the ineligibility. The ineligible candidate shall be given the reason(s) for non-selection in writing if requested.
Section 3. Transfers

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

1. Assignment changes for elementary school instrumental music instructors, specialty teachers, Special Education teachers, speech therapists, nurses, and psychologists are not considered transfers in that such assignments are subject to change because of fluctuations in enrollment and program requirements.

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

C. Teacher Initiated Transfer (Voluntary)

1. Teachers may submit a request for transfers to the Area Superintendent in writing. Copies of said request shall be forwarded to the appropriate site or division administrator and to their immediate supervisor.

2. Teacher-initiated transfers will be granted whenever possible. In making the transfer, the convenience and the wishes of the teacher shall be given strong consideration.

3. The teacher may discuss with the immediate supervisor the reasons for the transfer if he/she desires.

4. If the transfer request is denied, the teacher may request that the reasons for the denial be given in writing.

5. A teacher whose transfer request has been approved will be expected to remain in the new assignment for at least two years unless an emergency situation or extenuating circumstances makes it desirable for a transfer to take place.

Section 4. Administrative Transfer (Involuntary)

A. If the principal/site administrator initiates a transfer, the administrator shall arrange a conference with the teacher to discuss the reasons a transfer is being considered. If, at the conclusion of the conference, it is determined that a transfer is desirable, the administrator shall submit a written request to the appropriate Area Assistant Superintendent
listing the reasons, a copy of which shall be given to the teacher.

B. The appropriate Associate/Area Assistant Superintendent shall arrange a conference with the employee receiving an involuntary transfer and discuss the reasons for the transfer. The new assignment will also be discussed at this conference. Reasons for the transfer, when requested by the employee, shall be put in writing to the employee.

1. Except in cases of emergency, teachers shall be given notice of involuntary transfers by the first Friday in December for a transfer that is to take effect in the second semester; and by the first Friday in April for a transfer that is to take effect at the beginning of the first semester.

2. The Associate/Area Assistant Superintendent shall discuss all known vacancies throughout the District and arrange a reassignment with the teacher. The teacher's preference shall be honored unless there is a conflict with the assignment factors previously enumerated in this Article.

3. The Associate/Area Assistant Superintendent shall immediately notify the teacher in writing of the new assignment.

C. Administrative transfers shall not be initiated for reasons of a punitive or disciplinary nature. Any reason considered in relation to administrative transfer must have a direct bearing on the employee and the employee's specifically assigned responsibilities.

Section 5. Consolidations (Involuntary)

A. Prior to the initiation of this consolidation procedure site administrators shall discuss voluntary transfer options with the affected staff members.

B. A staff consolidation is defined as a reduction in the number of certified staff at a given school or in a particular department or grade level of such school. Consolidations can be made due to a decrease in enrollment, curriculum change, student program change, budgetary limitation, or other circumstances producing a similar effect upon teacher assignments.

C. Factors to be considered in selecting a teacher to be consolidated are:
Affirmative Action

Credential and legal qualifications

1. All the above factors being equal, seniority in the District shall be given preference.

2. In addition, at the secondary level, major/minor fields and highly specialized skills relating to the subject area shall be considered.

D. Before any consolidation actually takes place, the principal/site administrator shall discuss in detail with the teacher who is being consolidated the necessity for the consolidation of such position. Such conferences shall take place within five (5) days of written notification. The form to record the conference shall be attached to this contract (see Appendix 8).

E. The teacher to be consolidated may request an appointment, to be granted within 10 school days, with the Director of Human Resources to discuss all known vacancies and any possible future vacancies to be posted.

F. School site consolidations will be effected as early in the school year as possible. The District will make every attempt to effect consolidations by the first Friday in October and by the first Friday in January. All school site classroom consolidations will be effected not later than the last Friday in October for the fall semester and by the last Friday before the semester break for the spring semester.

1. Consolidations in Child Development Centers shall be made by the last duty day in January or on the last duty day in June.

2. Consolidations in year-round schools shall not occur until 15 school days after the start of the last Track.

G. Non-classroom consolidations may take place at any time during the school year. The necessity of a consolidation shall be determined by the District. When specific consolidations are to take place, the administrators of the sites involved will inform their staff and discuss, if requested, the staffing modifications required.

H. Teachers to be reassigned because of consolidation of their positions shall be given the first opportunity to accept current vacancies for which they are qualified.
I. The Director of Human Resources Division shall notify the teacher in writing of the new assignment as soon as possible, and provide one working day of release time for moving from one site to another. Additional time, if needed, may be granted by the current site administrator.

J. Consolidated teachers shall have the option of returning to the school from which they were consolidated if an equivalent position for which the teacher is qualified and credentialed becomes available. The Director of Human Resources Division shall notify such teachers of this option if said position is available.

K. Teachers shall not be consolidated more than once during their probationary period except in emergency or extenuating circumstances. Probationary teachers may, however, volunteer for consideration for consolidation.

L. The District will provide information to the Association prior to consolidations. Such information may include the sites where consolidations will take place, and any other pertinent information which may be available.

Section 6. Transfer/Consolidation Due to School Closure/Replacement

A. Teachers will be assigned to schools where the students from the original site have been placed. Teachers will follow the students. In the event all teachers cannot follow the students due to changes in enrollment, the consolidation factors shall determine who follows the students.

1. When the facility is rebuilt, all teachers who were in the original school shall have first opportunity to be assigned to the new facility. If more teachers desire to return than there are positions available, the assignment factors shall be considered.

2. After the teachers in the original school have had an opportunity to be assigned to the new facility and vacancies still remain, then procedures for posting a vacancy under the Teacher Transfer article shall be followed.

B. Teachers 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 teachers do not have the credential required for the new grade level configuration.
1. In the event that all the teachers cannot remain after the configuration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated.

2. Teachers 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 assignment factors.

3. Teachers who do not want to continue in their assignments due to reconfiguration shall have the first opportunity to accept current vacancies for which they are qualified.

Section 7. **Teacher Assignment**

A. Classroom teachers shall be given written notice of tentative grade, class, subject and room assignment when the school program is completed in June for the ensuing school year.

1. The principal shall have an individual conference with the teacher, regarding his/her assignment in the event of changes.

2. Changes in assignment shall be made on a voluntary basis whenever possible and must be put in writing.

3. Whenever possible, the master program shall be completed and shared with all teachers no later than June 1.

B. The desirability of minimizing the number of different preparations is recognized. Except in exigent circumstances and appropriate to the educational program, the preparations for elementary school teachers shall be limited to official enrollees in one class. For secondary teachers, the preparations shall be limited to two when possible.

C. To ensure that students are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study.

D. Teachers whose schedules include assignment to more than one school shall not be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practical.
E. The Superintendent shall assign all newly appointed personnel to specific positions within that subject area and/or grade level for which the Board has authorized employment. New employees shall receive notice of assignments as soon as practical.

Section 8. **Adult Education Program**

A. Positions in the Adult Education program shall be made available to qualified certificated personnel, except in cases where vacancies are filled by administrative transfers or by unassigned staff who have the required credentials.

1. Priority shall be given in the selection process for posted vacancies in the Adult Education program to Adult Education teachers.

2. Vacancy openings will be posted in accordance with established District procedures unless modified by further provisions of this Agreement.

B. Contract teachers shall not be released from their assignments without prior consultation with the principal, who shall state the reason for the change in assignment.

1. In an effort to reduce Adult Education teachers' class preparations, assignments of one or more teachers at the site may be changed. Changes made in assignments shall be voluntary.

C. The District's letter of employment and assignment to Adult Education teachers will be the District's commitment to employment for the specific service to be rendered. The revised letter of employment and assignment is used in the offer of employment.

D. Each year of service by Adult Education teachers, regardless of the number of hours, shall count for credit as one year on the salary schedule.

1. Teachers' date of hire in the Adult Education Program shall determine seniority.

E. Contracted Adult Education teachers shall be exempt from any requirements to attend circuit or department meetings, or to participate in professional activities or perform or be assigned professional duties beyond the regular work day without additional compensation, provided that such teachers will be required to attend regular faculty meetings in the
same manner and to the same extent as required of K-12 teachers.

F. All positions in Adult Education shall be posted. The posting period for said vacancies shall be no less than five (5) working days nor more than fifteen (15) calendar days. This provision does not apply to vacancies that require immediate placement of teachers due to special needs of outside agencies.

1. Adult Education teachers presently employed who apply, shall, if qualified, be assigned to these vacancies or new positions before a new employee is hired.

2. All posting shall include days, hours, duration of assignment and total hours.

3. The Adult Education Office shall keep on file requests by employees for additional hours in areas for which they qualify.

G. Presently employed Adult Education teachers with less than a full-time contract shall have first choice for filling positions in Adult Education.

1. Ranking for consideration within the presently employed Adult Education teachers shall be according to subject area training, and experience as appropriate for the positions and according to seniority in the program.

2. Presently employed Adult Education teachers with less than full-time contracts who agree to waive the upward adjustment that would result in additional yearly contracted hours will receive full consideration for all temporary positions.

H. Adult Education teachers shall be given written notice of class, subject, site assignment and schedule by June 8th of the next adult school year. Upon request, Adult Education teachers will receive tentative assignments on May 15 or as soon thereafter as possible.

Section 9. Developmental Kindergartens (DK): Posting Assignments

A. Developmental kindergarten (DK) classes shall be posted (Spring semester). Such D-K posting shall indicate that the assignment to a D-K shall be for the Spring semester only, except that a teacher moving to a D-K position from another position at that same school site shall retain his/her rights
to his/her original position at that site for the following year.

Positions shall be posted that announce:

**First Semester:** Assignment according to the needs of the District or unpaid leave at the yearly option of the teacher.

**Second Semester:** Developmental Kindergarten - all qualified contract teachers in the District may apply. Teachers who wish 50% employment as D-K teachers during the second semester rather than full year employment are also eligible to apply. Such posting shall include the specific school site for the D-K. Assignment to such posted positions shall be according to the Assignment Factors, Article 12, Section 2. D. and shall be permanent. A teacher accepting such D-K assignments shall not be considered a teacher on the school site staff for purposes of reassignment or consolidation.

Section 10. "Teachers on Special Assignments" (TSA)

A. Teachers on Special Assignment shall be given notice, in writing, of their tentative assignments when the school program is completed in June for the ensuing school year.

B. TSAs shall be consulted individually regarding any change in their assignment due to unanticipated circumstances after the initial assignment, and shall be informed of any changes in writing. The appropriate administrator shall hold a conference with said teacher, to discuss any change of assignment.

C. Schedules of TSA who are assigned to more than one school shall be arranged so that no TSA shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule by October 1, of each school year, except in cases of emergency.

D. The District shall make every reasonable effort to provide TSA with adequate office space, equipment, and supplies.

Section 11. **Child Development Center Transfers**

A. The District may transfer credentialed teachers to regular K-12 teaching positions. Such transfers shall be made into existing classroom vacancies within the teacher's credential.

1. CDC credentialed teachers who are transferred shall have first priority for existing vacancies.
ARTICLE XIII - PERFORMANCE EVALUATION

Section 1. Evaluation System

A. The District shall provide each certificated employee with a copy of the current Evaluation Guidelines as found in this Agreement. Included will be sample copies of Evaluation Plans I and II, Observation Forms, Evaluation Forms A and B, Report, and Calendar. All forms shall be included in the Revised Certificate Employee Evaluation Guideline and in the Teachers' Evaluation Handbook and shall not be changed unless mutually agreed to by parties to this Agreement.

1. Purposes - A uniform system of evaluation and assessment of the performance of certificated personnel is required by law. The primary purpose of such evaluation is to assist the certificated employee and the District to improve the quality of education offered in the District. Such evaluation may also serve as a legal basis for determining the lack of professional competence of a certificated employee.

2. Criteria - Evaluation guidelines shall include, but shall not necessarily be limited to, the following elements:

   a. Establishment of standards of expected student achievement at each grade level in each area of study.

   b. Assessment of certificated personnel competence as it is related to the established standards for individual certificated personnel.

   c. Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.

   d. Establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment.

3. Definitions

   a. Evaluator - may be the unit administrator or management employee on the administrative/supervisory salary schedule designated by and working under the direct supervision of the unit administrator.
b. **Evaluatee** - is defined as a certificated employee who is to be evaluated. The evaluatee shall be apprised of his/her evaluator at the beginning of the evaluation cycle, or upon change of the evaluator.

c. **Unit** - is defined as the assigned site, department or office.

d. **Observation** - is a viewing of an employee's performance which is reduced to writing.

4. **Selection of Evaluatee**

Tenured employees shall be evaluated at least every two years. 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 herein under Section 5., "Disagreement." Consecutive annual evaluations shall be just cause only.

**Section 2. Implementation of Evaluation System**

A. It shall be the administration's responsibility to:

Advise each certificated employee of the specific assignment on which he/she will be evaluated, and to designate who will be the evaluator of the unit member.

B. It shall be the responsibility of the unit administrator to:

Hold one or more staff meetings to review evaluation policies and procedures, and to review the evaluation calendar for the year.

C. It shall be the evaluator's responsibility to:

1. Receive the tentatively completed Evaluation Plan I and II from each evaluatee, review the stated standards of performance and activities and relate them to District goals and unit objectives, and schedule a conference with the evaluatee.

2. Meet with evaluatee and establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria in terms
of pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities applicable to the evaluatee's assignment.

3. Provide assistance to the evaluatee to achieve agreed upon objectives as stated in Evaluation Plan I and II.

4. Make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.

5. Meet legal and District calendar dates as they relate to staff evaluation.

6. Meet with evaluatee for final review by last work day in April. The evaluator shall report evaluation findings both in consultation and in writing to the employee so as to:

- Commend outstanding performance
- Assist evaluatee with a satisfactory rating to improve
- Assist evaluatee with unsatisfactory rating by identifying areas of deficiency and provide assistance to improvement.
- Notify evaluatee whose performance remains unsatisfactory of a pending reassignment or dismissal in order to meet all legal requirement.

D. It shall be the evaluatee's responsibility to:

1. Record tentative standards of performance and activities on the District evaluation form.

2. Meet with evaluator to initiate the personnel evaluation process as described herein.

3. Conduct appropriate programs for meeting standards of performance and completing the activities.

4. Seek assistance from evaluator to achieve agreed upon objectives as stated in the Evaluation Plan I and II.

5. Assess programs.

-46-

OEA
(Article 13)

7. Meet all applicable legal and District calendar dates relating to evaluation.

8. Meet with evaluator for final review and report.

9. Willful absence and/or failure of the evaluatee to cooperate shall not prevent completion of the evaluation process.

E. It shall be the joint responsibility of evaluator and evaluatee to:

1. Meet and review the evaluation process to be followed and to reach an agreement.

   Should agreement not be reached on the evaluation process or on the appropriateness of the designated evaluator, the procedures for resolution of differences shall be followed.

2. Meet periodically to assess progress.

3. Meet and review in detail the final evaluation report. Should the evaluatee not agree with the report, the procedures for resolution of differences shall be followed.

Section 3. Evaluation Sequence

A. The evaluation process begins on the first day of the employee's work year. Each evaluatee shall specify his/her plan to achieve goals based on the District's statement of Philosophy and Goals as contained in the Evaluation Guidelines. District goals serve to establish the broad purposes of our schools and to guide each employee in the planning and evaluation of his/her work.

B. The unit administrator holds one or more staff meetings and conducts individual conferences as required, to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.

C. Each unit develops unit objectives through staff participation.

D. The evaluatee's first step in preparation of plans of achieving goals is in consultation with the evaluator. Assistance
in defining individual objectives may be found by reference to unit objectives, individual job description, areas of pupil and environment control, and additional assigned duties and responsibilities.

E. For each individual objective, the evaluatee prepares an Evaluation Plan form. Objectives are prepared for cognitive items and may be prepared for effective items related to pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities.

F. Each evaluatee prepares an Evaluation Plan II form. The body of the form is completed as follows:

1. Suitable Learning Environment:

   Items I through VI are required evaluation items.

   Items VII, Other - Enter any additional items that are considered appropriate for evaluation.

   Support Requirements - Enter the required administrative and/or logistic support.

   Mitigating Factors - Enter circumstances which may limit or inhibit success in achieving satisfactory control and learning environment.

2. Other Duties and Responsibilities

   List only those to evaluated.

   Mitigating Factors - Enter circumstances which may limit or inhibit success in satisfactorily carrying out the other duties and responsibilities.

Section 4. Completed Forms

A. Evaluatee shall provide the completed Evaluation Plans I and II to evaluator by the 18th work day after the beginning of the employee's work year.

B. Initial conference between evaluator and evaluatee to review standards of performance shall be completed by the 27th work day after the beginning of the employee's work year.

C. Evaluator shall have the appropriate Evaluation Report Form initiated for evaluatee. Evaluator and evaluatee shall review the evaluation process to be followed and the Evaluation Plans
I and II completed by evaluatee. Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives and activities, on standards of performance, on assessment procedure, on mitigating factors, and on common responsibilities and support that will be available to the evaluatee. It is to be understood that there shall be periodic reviews of progress and changes in objectives, in standards of performance, and procedures as conditions change.

Section 5. Disagreement

A. When agreement cannot be reached between evaluator and evaluatee at the first conference, the second conference between the two shall be completed by the 30th work day after the beginning of the employee's work year.

B. When agreement cannot be reached at the conclusion of the second conference, there may be a conference of both parties with the unit administrator, provided he/she is not the evaluator, or the optional step may be invoked. In either event, this step shall be completed by the 33rd work day after the beginning of the employee's work year.

C. The unit administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role.

D. When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.

E. If the optional step is chosen, each party may select a conferee. The two parties and the conferees shall meet jointly at the unit site to resolve differences and/or effect a compromise. Selected conferees shall be certificated personnel currently employed by the District. Conferees shall not be persons in direct line of responsibility, or persons who are official representatives of employee groups.

F. Should disagreement persist after the above steps have been taken, a written report shall be submitted by the evaluatee to the Associate Superintendent or to the Superintendent, as appropriate, who will review and make the final decision. Said review shall be completed by the 37th work day after the beginning of the employee's work year.

Section 6. Activities During Evaluation Period

A. During the evaluation period, the evaluator shall:
1. Notify evaluatee that there will be scheduled and unscheduled observations. A variety of techniques may be used, but they should be of sufficient duration and quality to make significant contributions to the process of personal evaluation.

2. Confer with evaluatee within five work days following the observation. Evaluator and evaluatee shall discuss the observation and complete the Observation form. Appropriate entries shall be made on the appropriate Evaluation Report/Observation form.

B. The evaluator may also wish to enter on the Evaluation Report form following comments, remarks on evaluation plan, review of progress, changes in objectives, etc.

1. Evaluation plan includes those items which have an effect on the plan, e.g., "the evaluatee was absent for a month," "the evaluator did not receive the support needed to assist the evaluatee," etc.

2. Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.

3. "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.

4. Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans I and II. Comments may include reasons for variations from the Evaluation Plan.

5. Evaluations shall be conducted in private conferences.

Section 7. Probationary Interim Report

A. Formal interim assessment for first-year probationary personnel is to be completed by the second Friday in December.

B. Evaluator shall prepare two sets of Evaluation Report forms at the beginning of the evaluation period. Entries shall be made on both sets of forms; one set to be used for the Interim Assessment Report for probationary first-year employees; one set to be used for the final Evaluation Report.

C. By the second Friday in December, evaluator shall meet with evaluatee and review the Interim Assessment Report. They
shall discuss the strengths and/or weaknesses of the evaluator's performance, with commendations and/or recommendations for improvement, and shall identify procedures they will follow to facilitate such improvement.

Section 8. **Formal Evaluation Report**

A. By the last work day of April, evaluator shall have met with evaluatee and reviewed the Evaluation Report.

B. The Evaluation Plan shall be reviewed as shall the "Degree of Achievement" on Evaluation Plans I and II. Ratings on the Evaluation Report, including any comments, are based on the Evaluation Plan developed at the beginning of the evaluation period:

1. Pupil progress is rated in relationship to the established Standards of Performance contained in the Evaluation Plan.

2. Instructional strategies and techniques are rated in relationship to the established standards for individual certificated personnel contained in the Evaluation Plan.

3. Suitable learning environment is rated in relationship to the items contained in the Evaluation Plan.

4. Curricular objectives are rated in relationship to the items contained in the Evaluation Plan.

5. Other duties and responsibilities are rated in relationship to the items contained in the Evaluation Plan.

6. Comments are to be used to commend an outstanding performance, to assist a satisfactory evaluatee to improve, and to provide assistance to facilitate improvement of an evaluatee who has an unsatisfactory rating.

7. The evaluator shall discuss any recommended personnel action with the evaluatee.

Section 9. **Review of Unsatisfactory Rating**

A. When an evaluatee wishes to review an unsatisfactory rating, an additional conference with the evaluator shall be held by the 5th work day in May. If the evaluator, however, is not the site administrator, the evaluatee and the evaluator shall confer with the site administrator by the 10th work day in May.
B. When an evaluation contains one or more unsatisfactory ratings, the evaluatee, after the additional conference with the evaluator and/or unit administrator, may submit a letter of rebuttal to be attached to the final evaluation report. The letter of rebuttal shall be submitted to the evaluator by the 15th work day in May. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the appropriate Associate Superintendent for review and response.

C. Review and response to the letter of rebuttal by Associate Superintendent or Superintendent shall be completed within ten (10) work days after the final date for submitting the letter of rebuttal. The official response shall be attached to the final report. Copies of the complete record (Evaluation Report, letter of rebuttal, official response) shall be filed in the evaluation files of both evaluator and evaluatee, and shall be made available to both parties.

Section 10. Probationary and Tenured Personnel

Probationary and tenured personnel whose retention is doubtful shall be given a 90-day notice prior to filing charges of incompetency. After such notice, the employee shall be subject to a second evaluation on or before the ending of the 90th day.

A. Personnel Files

1. The Human Resources Division shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.

2. Materials in personnel files of members of the unit which may serve as a basis for affecting the status of their employment are to be available for the inspection of the member involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

3. Every member of the unit shall have the right to inspect such materials upon request, provided that the request is made at a time when such member is not actually required to render services to the employing District. A representative of the employee's choosing may, at the request of said employee, accompany the employee in this review. The review shall be made in
the presence of the administrator or the administrator's
designee responsible for the safekeeping of this file.

4. Information of a derogatory nature, except material men-
tioned in 2. above, shall not be entered or filed unless
and until the employee is given notice and an opportunity
to review and comment thereon. Such review shall take
place during normal business hours and the employee shall
be released from duty for this purpose without salary
reduction. An opportunity shall be provided within 15
work days of the date of receipt of such material by the
administrator. Any derogatory material regarding eval-
uation of an employee cannot be used in a teacher
incompetency case after four years. Such material shall
be removed from the personnel file after four years from
date of entry, and shall be sealed and deposited in the
Superintendent's Office.

5. Derogatory material shall not be placed in an employee's
personnel file without having been reviewed with the
employee by the appropriate administrator. An employee
shall have the right to enter, and have attached to any
such derogatory statement, his/her own comments thereon.
The teacher shall acknowledge that he/she has read such
material by affixing his/her signature on the actual copy
to be filed, with the understanding that such signature
merely signifies that the material to be filed has been
read, and does not necessarily indicate agreement with
its contents. In the event that an employee refuses to
affix his/her signature to the document; a statement to
this effect, together with that of a witness, shall be
attached to the document by the Director of Human Re-
sources Division or appropriate administrator.

Section 11. Complaints Against Employees

A. Criticisms shall be conducted in private conference.

B. An administrator receiving a formal complaint which may
lead to disciplinary action against any employee under
his/her supervision shall notify the employee of said
complaint in writing within ten days.

C. All information forming the basis for disciplinary action
shall be made available to the employee.

D. Material which may, as a result of any proven complaint,
be entered into a unit member's personnel file, shall be
processed in accordance with Section 2. of this article.
E. In the event of a complaint or charges of a derogatory nature which is ultimately not proven, no record shall be kept.

F. When charges and complaints are made directly to the Board, it shall in turn direct the Superintendent to notify the employee(s) of such charge or complaint.

The Superintendent shall investigate the complaint and report the results to the Board of Education with a recommendation. Prior to taking any action adverse to the employee's interests, the Board shall afford such employee(s) an opportunity to discuss the matter directly with the Board.

Section 12. **Site Instructional Assistance Program (SIAP)**

A. **Purposes**

1. To improve overall instruction and programs at each District site.

2. To provide input and feedback for the improvement of instruction at each grade and/or department level.

3. To provide multiple sources of assessment to achieve these purposes.

Tenured employees shall participate in the SIAP at least every two years alternating with Stull Evaluation year, probationary employees at least once each year during the probationary period.

B. Examples of the forms and questionnaires to be used in this procedure shall be appended to this Agreement.

C. After the first year of use, a review committee composed of four teachers to be appointed by OEA and four administrators will review and if necessary revise the forms.

D. **Implementation of the Instructional Assistance Program**

1. Site administrators will obtain valid student or parent input into the assessment of Educational Programs and site personnel on District approved instruments and procedures based upon professionally recognized models and samples, including the use of student surveys conducted by the teacher in grades four and above and by parent surveys in grades three and below.

2. Teachers and the site administrator shall jointly plan
the means by which the implementation procedure will be employed.

E. **General Provisions**

1. Program assessment data and information shall be kept in a confidential file at the school site, and shall only be available to the unit member and his/her union representative, and the site administrator(s).

2. Said data and information shall not be made available to any other District personnel without the prior written approval of the unit member and the site administrator(s).

3. Said data and information shall not be used in any unit member evaluation procedure, disciplinary process, or in any other punitive action.

4. If the unit member believes that said data and information has been used in a subsequent evaluation, he/she may challenge the evaluation, and if he/she can show that said evaluation was based upon or connected to the data/information, said evaluation shall be destroyed.

5. The SIAP shall not be implemented unless it is coupled with a process by which teachers and other unit members shall assess the various site administrators to improve overall site administration, the frequency of which in each school shall be the same as the application of the SIAP for teachers and other unit members.

**ARTICLE XIV - GRIEVANCE POLICY**

**Section 1.**

A. It is the policy of the District to develop and practice reasonable and effective means for resolving difficulties arising among employees, to reduce potential areas of grievance, and to establish and maintain recognized two-way channels of communication between staff and administration. The purpose of this article is to set forth the procedures provided in the District for the prompt and equitable adjustment of differences which may arise, and to provide equitable solutions to those problems at the lowest possible administrative level. Both parties agree that confidentiality at any level shall be maintained.
Section 2.
This article provides procedures for consideration of grievances as they relate solely to contract disputes, and as they relate to this Agreement.

Section 3.
Provisions in this article shall not preclude administrative responsibility and authority for implementing District policies and operating schools.

Section 4.
The Association has the right to file a grievance on behalf of a group of affected bargaining unit members having a complaint on identical issues.

Section 5. Definitions
A. Problem is defined as a concern on the part of one or more employees which arises from the application or interpretation of a provision of this Agreement.

B. Grievant is defined as a unit member who is filing a grievance.

C. Employee is defined as an employee receiving compensation and belonging to the unit herein. Independent contractors are not included.

D. Party in Interest is defined as a person who might be required to take action or against whom action might be taken in order to resolve the claim.

E. Conferee is defined as another District employee or representative from the exclusive organization (bargaining agent).

F. Immediate Administrator is defined as the administrator with immediate jurisdiction over the employee who is filing the grievance.

G. Day is defined as duty day for the teacher-grievant relating to time-frames applicable to the grievant and/or duty day for the administrator responsible for responding to the grievance. In the event that the administrator responds to a grievance at a time when the grievant is not on duty, the time line shall be suspended until such time as the grievant returns to duty, unless the grievant requests otherwise.
Section 6. Informal Resolution of the Problem

Teachers are encouraged to ask their immediate administrator for assistance on matters which relate to their duties. A problem which arises should be discussed in a conference between the teacher and the administrator to whom he/she is immediately responsible. At least one conference between the teacher and the immediate administrator concerning the problem shall be held before formal grievance procedures are invoked. The two parties should make every effort to resolve the difficulty at the point of origin and should not hesitate to obtain information or advice from other appropriate sources in an attempt to arrive at a satisfactory solution.

Section 7. Step A - Pre-Formal Stage

A. An employee who believes he/she has a problem which could result in a grievance, and who wishes to follow the prescribed procedure, is required to request an appointment to present the problem to the immediate administrator within 20 days after the employee knew or reasonably should have known of the circumstances which formed the basis for the problem.

B. The immediate administrator will schedule at least one private conference with the employee within five days after request for the appointment, and every effort should be made to resolve the matter within five days from the date of the conference. The final determination at this stage is an oral resolution of the problem between the employee and the immediate administrator.

C. If the employee is not satisfied with the administrator's response or if there is no response in the five-day period, the employee may file a formal grievance no later than seven days after hearing the response or lack of a response.

Section 8. Level I

A. A problem not resolved at the pre-formal stage may be presented by the employee in the form of a written statement of grievance to the administrator to whom he/she reports. After this grievance procedure has been invoked, continued discussions between the employee and the administrator are encouraged.

B. If the pre-formal procedure was not utilized, there shall be a conference with the Level I administrator and the grievant.

C. If the pre-formal procedure was utilized, the conference may be waived by either party.
D. The employee and administrator may have a conferee present during all conferences.

E. The administrator must respond in writing within seven days after receipt of the grievance indicating the decision and supporting reasons.

Section 9. Level II

A grievance not resolved at Level I, or released from Level I, shall be presented by the grievant within seven days from receipt of the Level I decision to the employee's immediate Assistant/Associate Superintendent. The Assistant/Associate Superintendent or designee shall have a conference with the grievant in an effort to resolve the grievance, unless mutually waived, and shall respond to the grievant in writing indicating the decision and supporting reasons within seven days after the receipt of the grievance.

Section 10. Level III

A. A grievance not resolved at Level II may be presented to the Superintendent by the grievant within seven days after receipt of Level II decision. The Superintendent or Superintendent's designee shall review and investigate the matter, and may engage in a conference with the aggrieved employee.

B. The Superintendent or designee shall respond in writing within seven days after receipt of grievance indicating decision and supporting reasons.

Section 11. Binding Arbitration

A. In the event the grievant is not satisfied with the decision at Level III, he/she may, within seven days, request of the Association that the grievance be submitted to a neutral arbitrator or shall jointly request the American Arbitration Association to supply a listing of names pursuant to its rules.

B. The Association, by written notice to the Superintendent within fifteen days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. The Association and the District shall either agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a listing of names pursuant to its rules.

C. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at this level except
where the specific language herein is in conflict, in which case specific language will prevail.

D. Any award of the arbitrator shall be binding on the grievant, the Association and the District.

E. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement as alleged by the grievant. The arbitrator, when necessary for interpretation of the contract, may use accepted rules of interpretation or construction of contracts.

2. The arbitrator shall have no power to establish salary structures, but has power to interpret words or phrases in the contract and related to the salary structure when necessary to resolve disputes.

3. The award of the arbitrator shall be based solely upon the evidence and arguments presented in the presence of the parties, and upon any post-hearing briefs of the parties.

4. The arbitrator shall have no power to change any practice, policy or rule.

5. The standard of review for the arbitrator is whether the District acted in violation, misapplication and misinterpretation, was negligent or intentional in nature.

6. The arbitrator shall not consider any issue raised by the parties unless it has been raised by the parties at Level III of this Grievance Policy.

7. The arbitrator shall have no power to recommend or resolve the termination of services or failure to re-employ any member of the unit.

F. All fees and expenses of the arbitrator shall be shared equally by the District and the Association.

G. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure or was filed or processed in an untimely manner, such
claim shall be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a stay/continuance, the duration to be determined by mutual agreement between such a ruling and any further proceedings which may be necessary. If a stay/continuance is not requested, the arbitrator may immediately conduct any further proceedings which may be necessary.

If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

H. The arbitrator shall have no power to render an award before 30 days after the effective date of this Agreement. If a grievance is filed before the termination of this Agreement, it shall be continued until its completion pursuant to this Agreement.

Section 11. General Provisions

A. For purposes of efficiency, grievances involving similar issues may be consolidated by either party.

B. Employees and all other persons appropriately involved in a grievance shall be free from restraints, interference, coercion, discrimination, or reprisal. District grievance forms shall be used for processing all grievances. Each written statement of grievance shall provide the following information and bear the signature and signature date of the grievant.

1. Listing of provisions of the contract alleged to have been violated or misapplied

2. Description of the specific grounds of grievance, including names, dates and places necessary for complete understanding

3. Listing of reasons as to why the proposed resolution provided at the prior level is unacceptable, with specific and factual data in support thereof

4. Listing of specific actions requested of the employer to remedy the problem

-60-
C. **Time Limits:**

1. Grievance at Level I must be filed within 20 days after the employee knew or reasonably should have known of the circumstances which formed the basis for the grievance.

2. Appeals to Levels II and III must be filed no later than seven days following the date of receipt of a decision at the prior level. Appeals to arbitration must be filed no later than twenty-two (22) days following the date of receipt of a decision at the prior level.

3. Administrative response must be no later than seven days following the date of receipt of a grievance. If there is no administrative response within the specified time limits, the grievance may be filed at the next level.

4. Time limits may be extended by mutual consent due to the inability to schedule conferences and responses within the above time frames.

5. A decision rendered at any step in these proceedings shall become final unless appealed within the time limits specified.

6. When it is not possible to conclude Levels I, II or III before the end of the school year, either party may stay the grievance until the start of the next school year.

D. An employee may present grievances to the appropriate administrator and have such grievances adjusted without the intervention of the exclusive representative as long as adjustment is reached prior to arbitration, provided such adjustment is not inconsistent with the terms of a written agreement then in effect, and provided that the employer will not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within five days.

E. The grievant may terminate a grievance at any time by giving written notice to the administrator involved at the current level of the grievance.

F. A certificated employee may terminate any grievance conference until a conferee may be present. Securing a conferee shall not be construed as violating any time limits. Termination of the conference shall be confirmed in writing by the employee.
G. A teacher may be represented at all stages, including Section 7., Step A. - Pre-Formal Stage of the grievance procedure, by himself/herself, or at his/her option, with a representative selected by the Association. The Association shall have the right to be present and state its views at all stages of the grievance procedure.

H. If a grievance arises from an authority higher than a Level I administrator, e.g., leave requests, payroll errors, insurance program benefits, the grievance may be filed at the appropriate step of the grievance procedure.

1. Personnel grievances shall be filed with the Director of Personnel or his designee.

2. The Director of Human Resources shall be considered the Level II respondence for personnel grievances.

3. The Level II decision shall be appealable directly to Level III, the Superintendent or his designee.

I. The Association may have the right to file a grievance in those areas that speak specifically to Association rights.

J. If a grievance is denied at any level prior to Level III on the basis that it is not considered as a grievance within the definition contained in this article, it may then be appealed in its entirety to the next level for consideration of the question of its grievability and its merits.

K. Failure to submit an appeal to the next level within the specified time limit indicates that the grievant waives the right to appeal further on the grievance at issue. Failure of employee to present a grievance within the specified time limit shall render the grievance null and void.

L. Documents relating to the processing of grievances shall be filed separately from an employee's personnel file. All records of proceedings shall be retained in the office of the Administrative Director of Human Resources and shall be held confidential.

M. Grievance forms which have been mutually agreed upon by the District and the Association will be prepared by the District and made available at the Human Resources Division and the Association office.

N. Meetings shall be held at the local site or office for
Levels I, II, and III. At Level IV, other localities may be designated by the arbitrator.

O. Every reasonable effort shall be made to schedule meetings for the processing of grievances at times when they shall not interfere with the instruction of students.

P. The District shall permit a reasonable amount of released time without loss of compensation for designated Association representatives for the purpose of processing grievances.

Q. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved employee, the time limits set forth herein shall be reduced by mutual agreement so that the procedure may be completed prior to the end of the school year or as soon as practical.

R. Written responses by the administrator to the grievant shall be by hand-delivery or certified mail to the employee's address of record.

S. Evaluations are not subject to the grievance procedures unless the evaluation procedures have not been followed.

ARTICLE XV - CLASS SIZE - AND CASELOADS

Section 1. Class Size - Defined

A. Elementary Schools - Class size is the number of enrolled pupils assigned to each classroom teacher.

B. Secondary Schools - Class size is the number of enrolled pupils assigned to each classroom teacher on a daily basis.

C. Adult Schools - Class size is determined by the number of students in attendance each hour the class is scheduled.

Section 2. Class Size Procedures

A. Beginning Grace Period - Elementary Schools: At the beginning of the fall semester only, monitoring and achieving maximum class size shall be completed within 15 school days for schools whose actual enrollment in the prior semester was under 800 pupils; for schools whose actual enrollment was 800 or more pupils in the prior semester, the beginning grace period shall be the same as secondary schools.
Secondary Schools: At the beginning of the fall semester, the District may monitor class size up to the 15th school day; action at the school site to achieve maximum class size shall be completed 10 school days thereafter. At the beginning of the spring semester, monitoring and achieving maximum class size shall be completed within 10 school days.

B. In-Term Grace Period - In-term class size may exceed the maximum class size by two pupils for 20 school days in elementary schools, and for 10 school days in secondary schools.

C. In the event the class size maximums are exceeded, including the grace periods specified in Sections A and B above, the District agrees to take one or more of the following steps:

1) Reclassification of the school where the class size maximums have been exceeded

2) Transfer of pupils to their neighborhood schools

3) Transport of pupils to schools which do not have overcrowding problems.

4) Nothing in this subsection shall relieve the District of its obligations to maintain the class size maximums contained herein.

Section 3. Exceptions to Maximum Class Size

A. Exceptions to class size maximums may be taken when space is inadequate, when health and safety of students could be imperiled, when students are added during the final marking period of the school year.

B. Emergency Exceptions (See "Emergency" definition in Article III).

After the interim grace period for elementary classes is over, then, in the event of an emergency, the individual class size maximums may be exceeded by up to two (2) students - provided the following procedure is followed:

1. The principal may assign a student to an individual teacher's class.

2. Principals shall make every effort to maintain all classes within a grade level as nearly equal in size as possible.
Section 4. Categories

Categories of classes listed hereof are mutually recognized as maximum class sizes.

A. Elementary Schools - Classification

Regular: Basic rate for all schools with additional staffing added for factors needs such as achievement levels.

B. Elementary Schools - Maximum Class Sizes

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>27</td>
</tr>
<tr>
<td>Grades 1-3</td>
<td>30</td>
</tr>
<tr>
<td>Grades 4-6</td>
<td>31</td>
</tr>
</tbody>
</table>

C. Secondary Schools - Maximum Class Sizes

<table>
<thead>
<tr>
<th>Basic Program</th>
<th>Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>32 x 5 = 160</td>
</tr>
<tr>
<td>Foreign Language</td>
<td>32 x 5 = 160</td>
</tr>
<tr>
<td>Mathematics</td>
<td>32 x 5 = 160</td>
</tr>
<tr>
<td>Social Science</td>
<td>32 x 5 = 160</td>
</tr>
<tr>
<td>Non-Lab Science</td>
<td>32 x 5 = 160</td>
</tr>
<tr>
<td>Lab Science</td>
<td>31 x 5 = 155</td>
</tr>
<tr>
<td>Business Education (Typing)</td>
<td>34 x 5 = 170</td>
</tr>
<tr>
<td>Business Education (Other)</td>
<td>33 x 5 = 165</td>
</tr>
<tr>
<td>Industrial Arts</td>
<td>Available Work Area</td>
</tr>
<tr>
<td>Homemaking</td>
<td>29 x 5 = 145</td>
</tr>
<tr>
<td>Music</td>
<td>52 x 5 = 260</td>
</tr>
<tr>
<td>Physical Education</td>
<td>52 x 5 = 260</td>
</tr>
<tr>
<td>Arts - Crafts</td>
<td>27 x 5 = 135</td>
</tr>
<tr>
<td>Arts - Fine</td>
<td>30 x 5 = 150</td>
</tr>
<tr>
<td>ROTC</td>
<td>35 x 5 = 175</td>
</tr>
</tbody>
</table>

D. Adult Education - Maximum Class Sizes

- Basic Adult Education Classes: 36 x 5 = 180

E. In the secondary schools, exclusive of adult education classes, the total student contact per day is based on five (5) periods at the maximum class size times five (5). An individual period may exceed the maximum per period stated.

OEA
(Article 15)
in item 4. C. above by three (3) students - provided that total student contact per day does not exceed the stated maximums in item 4. C. above.

F. Combination Classes at Elementary Schools

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

Section 5. Potential Staffing Allocation and Class Size Revisions

For 1993-94 and beyond, the District and the Association shall collaboratively explore future staffing allocation and class size revisions in Article XV, to be funded from alternative revenue sources.

ARTICLE XVI - COMMITTEES

Section 1. Joint Study Committees (JSC)

A. Joint Study Committees may be established by mutual agreement of the Association and District to investigate topics of mutual interest.

1. The purpose of each study may be to gather and evaluate pertinent information and, in some instances, to develop recommendations.

2. A JSC shall function only in an advisory capacity.

3. The findings, conclusions, recommendations and final report of all such committees shall be submitted to the Association and District Administration for review.

4. Sizes of JSC may vary inasmuch as the topics for study may differ considerably in complexity. Equal numbers of members and an appropriate number of alternates shall be appointed by the District and the Association to serve on such committees.

5. The work of the JSC shall terminate at the time that a final report of its findings and recommendations has been submitted for review, unless the report is referred back to the committee for further consideration.

-66-
Section 2. **Consultation Committees (CC)**

A. The Association has the right to consult on the definition of educational objectives, determination of content, courses and curriculum, selection of textbooks, to the extent such matters are within the discretion of the public school employer under the law.

1. The Association shall delegate, proportionately, teacher representatives to the total committee when established by the District in these areas.

B. All CC reports on major curriculum issues shall be made available to each school principal for review and comment prior to submission to the Board for approval.

**ARTICLE XVII - SAFETY CONDITIONS**

The District, with input from the site administrator and the Faculty Advisory Council at each school site, shall work to ensure that employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

**Section 1. Safety/Fire and Disaster**

Neither the employer nor the employees shall knowingly violate the provisions of the California Fire Code and/or the Oakland Fire Code. Fire and other emergency action plans have been developed at each school site and teachers should familiarize themselves with details of such plans, including building evacuation routes, the locations to which students are to report in the event of an air raid or other civil disaster, and the administrator in charge in the event of an emergency.

**Section 2. Safety/Disruptive Actions by Students**

A. Teachers may send to the appropriate administrators those students whose actions are a danger to the teacher's person or property and/or are disruptive to his/her classroom instructional program. Should the student refuse to comply, the administrator shall be so notified and appropriate action shall be taken to remove the student from the immediate environment.

B. In the case of assault, attack or threat against an employee, it shall be the duty of the employee to:
1. Report the incident immediately to the administrator in charge or designee, who will immediately report the incident to the Police or notify the student's parent immediately.

2. Prepare a written statement concerning the incident and present it to the site administrator who will then add his/her remarks, if any, to the statement, and then forward it immediately to the Oakland Police Department.

3. The District shall provide and select legal counsel for an employee who appears as a witness at any trial or hearing when such request is initiated by the District. The District shall also provide legal counsel to an employee charged in a criminal or civil complaint that results from the performance of duties provided that criteria as set forth in the law are met. Such law provides "...act or omission in the scope of employment and the public entity determines that it is in the best interests of the public entity, and that the employee acted or failed to act in good faith without actual malice and in the apparent interest of the public entity."

C. In the case of assault, attack or threat against a student, it shall be the duty of the employee to report the incident immediately to the administrator in charge who shall then implement the District's Discipline Policy.

D. The students involved in conduct prohibited by Sections in B. and C. above shall not be returned to any class until the site administrator has initiated action in accordance with the District's Discipline Policy (the latest revision of Administrative Bulletin 6010.).

Section 3. Safety/Civil Disorder

Should conditions of civil disorder or student unrest develop to the extent that, in the Superintendent's judgment, a school or schools cannot be kept open with reasonable assurance of safety to pupils and teachers, the District shall declare an emergency closing of the school for a period of time considered necessary by the District. Teaching days lost at the site because of such closure shall be counted as if they were days served within the teaching contracts, with no loss of salary. After school has been closed, a faculty meeting shall be called by the site administrator to plan for the orderly reopening of the school.
Section 4. **Safety/Unauthorized Person**

When unauthorized persons are observed on school premises, they shall be reported to the administrator or designee, who shall enforce the "no loitering" rules of the District by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.

The parties acknowledge the importance of campus security. The District will seek to implement measures to provide a secure campus learning environment at each school site. Input from the FAC and the District Safety Committee shall be sought.

Section 5. **Safety/After School**

A. The District has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for pre-planning and safety determination of after-school events have been established for local sites as well as District-wide events. At the school site, the administrator and FAC meet for the purpose of pre-planning and review of the school's after school athletic or other events for which there may be a question of student or staff safety. Should the principal and the FAC not be in agreement on a safety related topic, the FAC may appeal the administrator's decision to the District Events Safety Council.

B. Difference of opinion on matters under consideration by the Council may be appealed to the Superintendent and if deemed appropriate to the Board of Education, whose decision shall be considered final.

C. Should the employee believe an assigned duty to be unsafe, the employee shall discuss the matter with the site administrator, who will endeavor to develop a satisfactory solution to the problem. Should the administrator's solution to the problem be considered as unsatisfactory, the employee may appeal the problem, in writing, to the appropriate Associate Superintendent for further consideration.

Section 6. **Safety/Procedures Regarding Unsafe or Harmful Conditions**

A. Employees shall report unsafe or harmful or potentially unsafe or harmful working conditions to the immediate administrator who shall investigate and take action to remedy the unsafe or harmful condition. If, within five days, the site administrator cannot remedy the conditions through the
Buildings and Grounds services, he/she shall notify the appropriate Assistant Superintendent. The appropriate Assistant Superintendent shall initiate action to remedy the condition and monitor the progress to ensure that the condition is corrected within a reasonable period of time. The determination of a reasonable period of time shall be made by the appropriate Associate Superintendent.

If the condition has not been corrected within the above time period, or cannot be corrected, the appropriate Associate Superintendent may take whatever steps are necessary to ensure the safety of the affected student, including closing that portion of the school site.

The District shall provide, publish, and post rules for safety and prevention of accidents, and provide protection devices where they are required for safety of employees.

B. Employees shall work with the site administrator to maintain safe and sanitary conditions in their teaching or work areas of responsibility. Employees shall have the opportunity to make suggestions and recommendations to the site administrator affecting the safety at the site. Teachers, as employees of the District, are protected in the event of injury to their person during the performance of assigned duties to the extent defined in the workmens'compensation provisions.

C. Teachers shall seek the assistance of the site administrator in moving heavy equipment.

D. The District agrees, to the fullest extent possible within the current maintenance budget, to provide lighting at night functions which are approved school activities.

E. The principal, in consultation with the FAC, shall develop and implement necessary security provisions for night functions which are approved school activities.

F. Every effort will be made to perform painting, roofing, and other repairs on days when schools are not in session.

Section 7. Safety/School Site Discipline

A school site discipline committee shall be established at each school representing parents, teachers and students, if appropriate, to assist in the development of school site procedures relating to student conduct. School site discipline committees shall be advisory to the principal and shall report in writing to the appropriate Associate Superintendent or his/her designee annually.
Section 8. **Safety/Information**

The District shall annually utilize a portion of one of the initial planning days to review with employees key sections of this Agreement, administrative bulletins, and laws which pertain to safety/discipline.

Section 9. **Safety/Classrooms**

It is the goal of the District to ensure at the earliest possible date that every classroom on OUSD property will be equipped with:

A. a working telephone or intercom, with office personnel available to receive calls during the school day, and

B. peepholes or windows in classroom doors to provide visibility into the hallways

Every effort to accomplish this goal will be made beginning with the effective date of this Agreement.

Section 10. **Maintenance**

Regularly scheduled classroom cleaning, trash removal and maintenance of school grounds at each site shall be maintained.

Section 11. **District Safety Committee**

In order to confront increasingly significant district-wide problems of safety at school sites, the parties agree to the formation of a cooperative Safety Committee made up of eight members, four to be appointed by the Association who will represent CDCs, preschool/elementary, middle and secondary/adult school sites and four to be appointed by the Superintendent representing Legal and/or Labor Management and Employee Relations, Budget and school-site administration. The Committee will gather concerns and suggestions. The Committee will arrive at recommendations for action through consensus. Committee recommendations for action will be directly presented to the Superintendent. The Committee will issue monthly reports back to the site FACs and site administrators, with copies to the Association.

Section 12. **Safety/Vehicle**

In recognition of the special circumstances facing teachers in Oakland schools, the District will reimburse teachers when their personal vehicles have been vandalized on or in the immediate vicinity of school site property while the teacher is engaged in professional duties, subject to the following conditions:

-71-

OEA
(Article 17)
A. Reimbursement will be determined on a case by case basis, as indicated below:

1. reimbursement will not exceed the amount of insurance deductible or $200, whichever is less.

2. reimbursement will be based upon proof of damage and cost of repair to the vehicle due to vandalism during duty hours, including Police reports, personal affidavits, witness statements and/or photographs; and

3. reimbursement will be based upon proof of loss if submitted to the insurance carrier and proof of the amount of the policy deductible.

B. Teachers will cooperate with the District in connection with any rights of subrogation accruing to the District by virtue of any payment made pursuant to this article.

ARTICLE XVIII — ORGANIZATIONAL SECURITY

Section 1.

Upon written authorization from an employee, the District shall deduct the appropriate amount from the salary of the employee and make appropriate remittances for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are designated by the employee and authorized by the Board of Education.

A. Remittances shall be made within ten (10) workings days of the issuance of the pay warrants, unless it is beyond the control of the District.

Section 2.

The OEA shall deliver, on or before September 1 of each school year, to the District a list of names of all unit members who are association members and who have signed for authorized deductions of the annual unified membership dues.

A. The District shall deduct one tenth (1/10) or one twelfth (1/12) of such dues from the regular pay warrants of the unit members, depending on the number of said warrants he/she receives annually.

B. The Association shall provide verification to the District monthly of members who sign such dues authorizations after
the opening of the school year. Their deduction amounts shall be appropriately prorated to complete the annual dues payments by the end of the school year.

Section 3. agency fee

The District shall deduct an annual Agency Fee from the monthly pay warrants of unit members who are not members of the Association.

A. Teachers new to the District shall be appraised of the Organizational Security provisions of this Agreement by the Association and the District.

B. The agency fee amount shall be equal to the unified membership dues of the Association.

C. The agency fee can be made in a lump sum cash payment to the Association or can be authorized for payroll deductions.

D. In the event no cash payment or payroll deduction is authorized, the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061. The automatic deductions shall begin with the first pay warrant issued.

E. There shall be no charge to the Association for the mandatory agency fee deductions.

Section 4.

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

A. Said unit members shall pay, in lieu of the agency fee, sums equal to the agency fee to one of the following non-religious, non-labor organizations, under Title 26 of the Internal Revenue Code:

- Marcus A. Foster Educational Institute;
- Foundation to Assist California Teachers (FACT);
- The CTA Martin Luther King Scholarship Fund

B. Such payment shall be made on or before October 31 of each school year, except for new hires, who shall make payment within 60 days of date of hire.
C. Proof of payment and a written statement of objection, along with verifiable evidence of membership in said religious body shall be made on an annual basis to both the District and the Association as a condition of continued exemption from the provisions of Sections 2. and 3. of this article.

1. Proof of payment shall be in the form of receipts, payroll deduction stubs and/or cancelled checks indicating the amount paid, date of payment and to whom payment in lieu of the agency fee has been made.

2. If such proof is not provided as prescribed in "provision C." above, monthly payroll deduction of the agency fee shall begin with the November pay warrants.

3. Such deduction shall be prorated to complete full fee payment by the end of the school year.

Section 5.

Any unit member making payments as set forth in Section 4. above, and who requests that the grievance or arbitration provisions of this contract be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Section 6.

The District agrees to promptly remit on a bi-weekly and/or monthly basis such monies to the Association accompanied by alphabetical lists of unit members for whom such deductions have been made.

A. The District agrees to categorize the list as to members and non-members.

B. The District shall indicate any changes in personnel (additions or deletions) from the lists previously furnished.

Section 7.

The Association agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.

Section 8.

The Oakland Education Association agrees to pay to the District all reasonable legal fees and legal costs (including damages) incurred in defending against any court or administrative action challenging
the legality of the Agency Fee provisions of this Agreement or their implementation.

A. The Association shall have the exclusive right to decide and determine whether any such action referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XIX - SAVINGS PROVISION

Section 1.

Should any provisions of this Agreement be held contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section 2.

Within thirty (30) days of receipt of a court's decision, negotiations shall commence regarding matters related to such provisions defined in this article. The parties may mutually agree to an extension of this time period.

ARTICLE XX - CONCERTED ACTIVITIES

Section 1.

The Association agrees that it will not authorize, engage in or support any sanction, strike, work stoppage, or other concerted refusal to perform assigned duties by any members of the unit for any reason during the term of this Agreement.

Section 2.

The Association and the District recognize the duty and obligation of this contract and shall make every effort toward inducing all unit members and their supervisors to do likewise.

Section 3.

OEA agrees that the No Strike Clause prescribed above be continued without a window if the parties reach a closed three-year (3) Agreement.
Section 4.
Alternatively, if the parties do agree to reopen salaries and/or other economic items each year of the three-year term Agreement, then the No Strike provision shall be lifted during such period after the exhaustion of all impasse procedures, if any, in each year.

ARTICLE XXI - SPECIAL SERVICES AND SPECIALIZED ASSIGNMENTS

Section 1. General Provisions
The parties recognize the importance of providing adequate facilities for teachers providing special services at each work site. Toward that end the following will be implemented.

A. A complete survey of such facilities/supplies will be undertaken at each school site. FACs will be vital resources in accomplishing a complete survey. The survey will be completed no later than January 1, 1993.

B. The needed repairs/facilities will be listed by priority and presented to the Superintendent for recommendation for Board funding by February 1, 1993. OEA will be consulted prior to submission of the priority list to the Superintendent.

C. The listed items will be addressed to the extent permitted by funds available for this purpose according to listed priority.

D. In conjunction with the foregoing, OEA and OUSD will simultaneously and jointly work to publicize and bring to the voters of Oakland a bond initiative for the purpose of providing funding for comprehensive repair of existing school site buildings and grounds.

E. The evaluation of teachers providing special services shall be developed as part of Article XIII.

Section 2. Counselors
A. Caseload
   Middle/Junior High/High School 1:325

B. Counselor/Student Ratio
The student/counselor ratio based on a district-wide average for the middle, junior and senior high schools (Grades 7-12) will be one full-time counselor for each 325 students enrolled.
based upon the enrollment figure of the last Friday in October. Additional counseling services shall be provided on the basis of one counseling period for each 65 students in excess of the 1:325 ratio also based upon the last Friday in October enrollment.

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).

C. In the senior high schools, data processing, testing and scholarship services shall be provided. In the middle/junior high schools, data processing and testing services shall be provided.

D. When possible, a credentialed substitute counselor will be provided for a counselor whose absence exceeds five consecutive school days, if such absence has been determined to run for said length in advance.

E. The District may utilize the services of retired counselors to assist regular counselors during periods of time when it is determined that there is a heavy demand for counselors' services (i.e. opening and closing of the school year).

All retired credentialed counselors that are so utilized shall be paid the current substitute rate.

Section 3. Coaches

The parties agree that coaching assignments are considered unique extra-duty responsibilities. Any coach whose assignment is to be changed or discontinued during the next school year shall be notified by the principal in writing by May 30. Such notification shall include verifiable reasons for the change or removal. Decisions to change or remove shall be made on an objective good faith basis after proper notice and warning.

Section 4. Bilingual Education

The parties have agreed to move all issues regarding the amount of the bilingual stipend to Article XXIV.

1. Bilingual Education-Stipends

A. All Bilingual/LDS teachers shall be provided with a handbook of existing national, state and local legislation or guidelines.
c. Bilingual teachers shall be paid a stipend of $2,060 per year.

D. The District shall provide guidelines for Bilingual/LDS education. These guidelines should include a sequentially developed and articulated program consistent with District policies.

E. The District shall articulate to all staff the purposes and programs in Bilingual/LDS education.

F. The District shall encourage staff at bilingual school sites to participate in Bilingual/LDS inservice.

G. The District shall provide bilingual secondary and elementary Resource Specialists, when possible.

H. Definition of the Bilingual Stipend:

1. An elementary teacher working in a bilingual classroom who is credentialed as a bilingual teacher or has received a certificate of competence as a bilingual teacher or has a Bilingual Cross-cultural Specialist credential shall receive a bilingual stipend of $2,060.

2. An elementary teacher working in a bilingual classroom who is on a bilingual waiver who has met the requirements of AB 507 (Education Code No. 52178) shall receive a bilingual stipend as follows:

<table>
<thead>
<tr>
<th>Passing of 2nd Competency Test</th>
<th>Passing of 3rd Competency Test-Full Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>$687</td>
<td>$1,374</td>
</tr>
</tbody>
</table>

3. An elementary teacher working in a bilingual classroom which has been designed as an impacted language class and who has received a Language Development Specialist's certificate shall receive a bilingual stipend of $2,060.

4. An elementary teacher working in a bilingual classroom which has been designated as an impacted language class and who is working toward the Language Development Specialist's Certificate shall receive a bilingual stipend as follows:
Specialist's Certificate shall receive a bilingual stipend as follows:

<table>
<thead>
<tr>
<th>First Year</th>
<th>Second Year</th>
<th>Passing LDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$686.94</td>
<td>$1,030.41</td>
<td>$2,060.00</td>
</tr>
</tbody>
</table>

In each of the years the teacher will show proof of enrollment in an approved LDS program in the Office of Bilingual Education. An individual will have three (3) consecutive years in which to receive the Language Development Specialist's Certificate.

5. A secondary teacher working in a bilingual classroom who is credentialed as a bilingual classroom teacher or has received a Certificate of Competence as bilingual teacher or has a Bilingual Cross-cultural Specialist Credential shall receive a bilingual stipend of $207 per class, per semester.

6. A secondary teacher working in a bilingual classroom which has been designated as an impacted language class and who has received a Language Development Specialist's Certificate shall receive a bilingual stipend of $207 per class, per semester.

7. A secondary teacher working in a bilingual classroom which has been designated as an impacted language class and who has received a Language Development Specialist's Certificate shall receive a bilingual stipend per semester as follows:

<table>
<thead>
<tr>
<th>First Year</th>
<th>Second Year</th>
<th>Passing LDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$68.69</td>
<td>$103.04</td>
<td>$206.08</td>
</tr>
</tbody>
</table>

In each of the years the teacher will show proof of enrollment in an approved LDS program to the Office of Bilingual Education.

An individual shall have two (2) consecutive years in which to receive the Language Development Specialist Certificate.

8. Payments of the bilingual stipend shall be made at the first pay period following the end of each semester (February 15 and July 15).

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OEA

(Article 21)
I. District Bilingual Advisory Committee

The OEA shall appoint five (5) bargaining unit members to the District Bilingual Advisory Committee.

Section 5. Home and Hospital Instruction

A. Home and Hospital Teachers shall have the choice of teaching additional hours above their contract for one year at the substitute rate. For the following year at the teacher's option, his/her contract shall be increased by the same number of hours (percentages) as he/she taught above his/her contract in the previous year.

B. Full-time home and hospital teachers shall receive one preparation/conference period per week. Such preparation time shall be pro rata for less than full-time home and hospital teachers.

C. The District shall provide adequate travel time between assignments as part of the regular work day.

D. A home and hospital assignment shall not require a teacher to work beyond his/her request hours.

Section 6. Instrumental Music Program

A. There shall be a secure, designated place for storing musical instruments at each school site wherever possible.

B. Class size shall be maintained per current contract.

C. In middle and junior high schools, music teachers who develop a program subject to the approval of the principal or appropriate District administrator shall be compensated at the extra-duty hourly rate up to a maximum of 15 hours per site when such duty exceeds the designated five (5) hours per month. Programs related to this duty must be in accordance with site needs and consistent with the basic academic program.

High school teachers will be paid as stipulated in Article XXIV.

Section 7. Consumer and Homemaking Education

Mileage incurred by consumer education and homemaking teachers while shopping for supplies to meet program requirements shall be subject to the contract provisions of Article XXIV.
The mileage must be incurred within a reasonable radius of a teacher's school site.

Section 8. Librarians

A maximum number of pupils assigned to a library period will be established at each school site by the school principal with input from the librarian. Except in emergencies, librarians shall not be assigned duties (e.g.: substituting) that are not in their general job description.

Section 9. Nurses

The maximum caseload of a nurse shall not exceed 1:1350.

Time spent by nurses complying with State mandated requirements beyond the regular work day shall be considered administratively assigned and shall be subject to the Extra Pay Provisions of Article X.

Subject to the approval of the site principal, the nurse will develop, at the beginning of the school year, a work schedule inclusive of record-keeping time based on school/student needs. During this scheduled record-keeping time, students will be seen only in cases of emergency.

Section 10. Psychologists

When psychologist positions become vacant, psychologists presently employed by Oakland Public Schools for less than full-time shall be given first consideration in filling these positions.

Section 11. Language, Speech and Hearing Specialists

When justified by student need, language, speech and hearing specialists shall have the option to schedule all assigned students for two sessions per week:

A. Language, Speech and Hearing Specialists shall have a secure, designated place for storing their instructional materials at each school site, whenever possible.

B. Language, Speech and Hearing Specialists who travel shall be provided adequate time for travel between assignments.

C. Language, Speech and Hearing Specialists 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.
Section 12.  **Teachers of the Visually Impaired and Orientation and Mobility Specialists**

A.  Teachers of the Visually Impaired and Orientation and Mobility Specialists shall have a secure, designated space for storing their instructional materials at each site.

B.  Teachers of the Visually Impaired and Orientation and Mobility Specialist who travel shall be provided adequate time for travel between assignments.

C.  Extra-duty responsibilities for teachers of the Visually Impaired and Orientation and Mobility Specialists shall be the same as those provided in Article X, Workday, Section 2. H., and Faculty Meetings, Section 4.

Section 13.  **Special Day Class Teachers**

A. Through the IEP process the team may recommend SDC student placements to the program manager. The program manager or designee shall consider such recommendations in determining the placement of students.

1. Class Composition

   NSH students shall be placed through the IEP process in classes with peers of comparable abilities and educational objectives whenever possible.

B. SDC teachers shall have, on an equal basis with teachers at the site, access to school site equipment and instructional material designated for general use by regular classroom teachers whenever possible.

C. With the prior approval of the principal, the SDC teacher may visit other SDC sites to conduct relevant business during non-instructional time.

D. Special Education teachers shall not be required to perform medical procedures for students or assume responsibility for the performance of such procedures except for the routine administering of medication. However, voluntary training for Special Education teachers shall be provided, at District expense, if specialized physical/health services are required.

E. Extra-duty responsibilities for SDC teachers shall be the same as those established for all other regular classroom teachers.
F. The SDC teacher may work with his/her supervisor to prioritize the classroom services of the AH/IA consistent with the job description for the AH/IA.

Section 14. Resource Specialists

A. The resource specialist shall have access to the copying machine(s) at each site, where available.

B. Extra-duty responsibilities for resource specialists shall be the same as those provided in Article X, Workday, Section 2. H., and Faculty Meetings, Section 4.

C. Secondary and Elementary Resource Specialists

1. Resource Specialists who travel shall be provided adequate time for travel between assignments.

2. Resource Specialists shall have a secure, designated place for storing their instructional materials at each school site, wherever possible.

3. If mitigating circumstances prevent a Resource Specialist from performing his/her responsibilities, the program manager, principal, and resource specialist shall meet to reassess the responsibilities.

4. Elementary Resource Specialists who travel shall not have to participate in the site yard duty schedule except in emergencies.

5. Any student who does not have a valid IEP shall not be served by the Resource Specialists Program.

6. Resource specialists shall not be required to supervise Resource Specialist Program students during the student's unscheduled instructional time in the RSP program.

7. Resource Specialists who are assigned to two schools shall attend one faculty meeting per month, on an alternating basis.

8. Utilization of Resource Specialists shall be consistent with State law.

D. Caseload Limit

1. No individual Resource Specialist shall be assigned more students than the State caseload maximum.
E. Itinerant Site Assignments

1. The Resource Specialist site schedule shall be arranged by the Program Manager in collaboration with Resource Specialists and affected site administrators to minimize instructional and program time loss due to travel time between sites.

Section 15. P.E. Teachers

Every effort will be made to ensure that no more than 10 per cent of all students enrolled in any physical education class are identified emotionally or physically handicapped.

Section 16. Journalism Teachers

Journalism teachers who are responsible for the year-book and/or the school newspaper shall have a daily period for production. In performing these responsibilities, such teachers shall not be required to work beyond their regular duty day, except as provided in Article X, Workday, Section 2. H.

Section 17. Substitute Teachers

A. The District shall send confirmation forms to substitute teachers by August 1 of each year in order to determine the composition of the substitute list for the ensuing school year. Substitute teachers who do not return their confirmations by September 15 will be removed from the list.

B. Substitute teachers may defer from the active list for a period of up to one year.

C. The daily and long-term salary rates of all substitute teachers are found in Article XXIV, Compensation.

D. Substitute teachers may purchase benefits from the District's Kaiser Health Plan at their own expense. Substitutes shall also be permitted to purchase benefits from other District health and welfare plans if there is no cost to the District for processing or administering their participation.

E. A substitute teacher must work at least 45 days per year in order to purchase benefits, at their own expense, at the beginning of the month following their forty-fifth (45th) day of service.

F. Substitute Assignments

1. The classroom teacher shall request a substitute.
2. If the classroom teacher is not able to call for a substitute, the principal or his/her designee shall call for a substitute.

3. If a specific substitute is requested by the teacher or the principal, the request shall be honored if the substitute is available.

4. If there is no request for a specific substitute assignments will be made in the following order:

   **Elementary**                     **Secondary**

   1. Elementary credential          1. Fully credentialed in subject area
   2. Emergency                      2. Fully credentialed in subject area
   3. Emergency credential

5. Given the time constraints and the process used for obtaining substitutes, every effort will be made to call the most senior substitutes in each category first. Seniority for substitute teachers shall be based upon the number of days worked as a substitute in the District.

6. All substitutes shall be expected to work for a full day unless there is a prior agreement between the District and the substitute to work a half-day. In no case shall salary be less than a half-day increment, except for Adult Education teachers who work by the hour.

**H. Duties of a Substitute**

1. **Duties of a Daily Substitute**

   a. The duties of a daily substitute shall be the same as those of the regular classroom teacher.

   b. A daily substitute shall have no duties outside of the regular duty day but shall be entitled to any regular break time, or conference time including a duty-free lunch that the regular teacher's schedule calls for. At the elementary level scheduled prep time shall be used for correction of student work when specific instructions and answer keys are left by the teacher.

   c. A detailed list of the daily substitute's duties shall be included in the District's substitute
packet which will be given to each substitute at the beginning of the school year.

2. Duties of a Long-Term Substitute
   a. The duties of a long-term substitute shall be the same as the duties of the regular teacher as defined in Article X of the contract; except,
   b. Planning: A long-term substitute shall not be required to submit written lesson plans for a period to exceed twice the number of days on the assignment or for a period longer than any regular teacher is expected to plan, or for a period longer than an expected termination date for the assignment.

I. Substitute Evaluation
   1. The principal or his/her designee will observe/evaluate substitutes after 18 consecutive days on an assignment, using the District’s long-term substitute observation/evaluation form. The evaluator and substitute will meet to discuss the report. Completed forms will be given to the substitute; sent to the Human Resources Division; and, kept at the school site for three (3) years.
   2. After eighteen (18) full days at a site (not necessarily continuous days) the substitute may request the site administrator to write a letter of assessment/recommendation which shall become a permanent part of the substitute's personnel file.

J. General Provisions
   1. At least one mailbox shall be provided at each site for substitute teachers.
   2. Substitute teachers shall receive twice-monthly paychecks. Each substitute shall receive his/her check by mail to the last address of record.
   3. At the beginning of each school year, each new substitute teacher shall receive a handbook outlining the general operating procedures of the schools and such other information as is necessary to assist substitute teachers in the discharge of their responsibilities. This information shall include accurate maps covering the geographical area served by the Oakland Unified School District.

-86-

OEA
(Article 21)
4. In-service programs for substitute teachers shall be developed by the District with input from the Association. At the beginning of each semester, all new substitute teachers will be assigned to attend at least one in-service training session.

5. A teacher shall be considered as long-term after the 18th day of continuous duty in the same daily assignment, and shall be paid for the 19th day at the long-term rate. The substitute shall commence long-term duties on the 19th day of service if qualified and continuing in the assignment.

6. Recognizing the importance of a pool of qualified substitute teachers at the present, as well as in the future, the District agrees whenever possible to use this pool from which to hire new teachers.

K. Requests for a Substitute not to Return to a Particular School/Site

The site administrator and the substitute each have the right to request that a substitute not return to a site for the duration of a school year. Any site administrator or substitute may make such a written request and submit it to the Substitute Office along with supporting rationale. The Substitute Office shall honor these requests. All records and written requests from this type of action shall be destroyed at the end of a three-year period.

Section 17. Substitute Teacher Incentive Plan

Qualifications:

- Must have the minimum substitute credential
- Must pass CBEST

The District will:

- Guarantee work every day (180 days) as day-by-day or long-term substitutes in schools as assigned by the District Substitute Office. This will include eight (8) days of in-service in the 180 day work guarantee.

\[
180 \text{ days} \times 92.97 = 16,734.60
\]

(additional pay if on long-term substitute assignment) - $110.09 (minimum)
• Provide single party coverage Kaiser health benefits for
  10 months/$174.64 x 10 months = $1,746.40

• Provide an additional paid 2 days of orientation
  2 days x $92.97 = $185.94

  TOTAL VALUE FOR SUBSTITUTE = $18,666.94

• Provide 5 days of sick leave per year (2.5 days/semester)

• Provide the opportunity for extra work as a substitute
during the summer in year-round schools and in regular
summer school

• Attempt to recruit a minimum of two-hundred and fifty
(250) substitutes who will contract with the District
under this provision.

Section 18. Year-Round Schools

The rights in this section are specifically for Year-Round schools
and are not intended to diminish or interfere with the rights and
obligations found in other sections of the contract except as
expressly provided for below. Toward this end, the parties
expressly agree to modify the following contract provision(s):

A. Hours of Work (Article X)

1. Work Year

   a. The work year for the Year-Round school teachers
      consists of one-hundred seventy-eight (178) instruc-
      tional and non-instructional days and shall be
      adjusted so as to permit these days to be served in
      a 45/15 or 60/120 (Track/Intersession) pattern.

   b. The minimum number of instructional minutes per day
      for each grade level shall be as follows:

      | Grade Level | Minutes |
      |-------------|---------|
      | Kindergarten| 206     |
      | Grades 1-6  | 312*    |
      | *To include Split Reading in grades 1-3 |

   c. The minimum number of instructional minutes as set
      forth in subsection 1. b. above includes at least
      four minimum days at the elementary level. Article
      X, Section 1. B. 3. of the contract shall apply to
      Year-Round schools.
d. Prior to commencing this schedule, the District shall notify all affected bargaining unit members of the school's conversion to Year-Round schools within five (5) working days after the completion of these negotiations.

e. Said notice shall be given to the teachers by hand-delivery. Notice shall be by certified mail to teachers who are absent. Said notice shall be given within a reasonable time and at their address of record.

f. Affected bargaining unit members shall, within ten (10) days of receipt of said notification, submit a written notification of intent to either transfer or remain and participate in the Year-Round school program. The written "Notice of Intent" shall be transmitted to the Human Resources Division either by certified mail or hand-delivery.

g. Year-Round school teachers shall have at least one (1) planning days at the beginning of the year. The remaining planning days may be scheduled at the beginning or end of each Track/segment.

2. Workday

Working hours for unit members assigned to Year-Round schools shall be a continuous block of six hours and fifty-seven minutes including lunch. The working hours shall not commence before 8:10 a.m. nor conclude later than 3:35 p.m.

3. School Calendar

See Appendix for School Calendar for Year-Round schools. For beginning and ending dates of each intersession, consult the calendar for that particular Year-Round school and Instructional Track.

B. Transfer/Consolidation Policy (Article XII)

1. Administrative Transfer

Once it has been determined, from the Intent form, which teachers shall be leaving proposed Year-Round schools, the District will make every reasonable effort to place those teachers in positions in one non-Year-Round schools. The District shall utilize the Administrative Transfer Procedure for such placements.
2. **Consolidations**

All consolidations shall be made in accordance with the terms and conditions set forth in Article XII.

3. **Assignments**

All assignments shall be made in accordance with the terms and conditions set forth in Article XII.

C. **Site Vacancies Occurring After the Implementation of the Year-Round Schools**

Teachers who wish to be reassigned to a different Track for the ensuing segment shall notify the Principal three (3) weeks before the end of the first segment.

In configurations where there is a rotating Track, teachers on a rotating Track shall have the first opportunity to fill vacancies which occur at their grade level in the non-rotating Tracks.

In configurations where there are roving teachers, teachers on a roving Track shall be guaranteed the right to a non-roving Track for the following year. If a non-roving vacancy occurs during the year, the roving teacher within the grade level has the first opportunity to fill the non-roving position. (This means no change in schedule or students.)

The process for determining the roving position shall be as follows:

1. Volunteers
2. Lottery - excluding the person(s) who have most recently served as rover until all members of the team have served as rovers
3. Repeat process

D. **Miscellaneous**

1. Storage - In order to accommodate the special needs of the teachers on rotating Tracks, teachers shall be provided two (2) or more storage cabinets.
2. Non-Classroom Assignments - Non-classroom assignments shall be subject to the provisions of this contract.
3. Notice of Assignment - Teachers shall be given written notice of grade, class, subject, and room assignment in
June for the ensuing school year, in accordance with the
terms and conditions set forth in Article XII.

4. Planning Days - The number of planning days shall be the
same as those provided in the regular school calendar.
Planning days at the beginning of each Track shall vary
based on the configuration. When the Year-Round conver-
sion takes place within a school year, the District shall
provide an additional planning day for the affected
rotating teachers on the last day preceding the beginning
of their Track. The rate of pay for the additional plan-
ning day shall be at the teacher's daily rate of pay.

5. General Provisions - Since double sessions and Year-Round
schools affect the normal duty-days, the District and
Association agree to meet and consult at least one time
prior to a Board decision to modify other school sites
into either double sessions or Year-Round schools. If
it is determined by either party during consultation that
additional Year-Round schools or double sessions may
require negotiations in the areas of wages, hours, or
working conditions, the parties shall meet and negotiate
over these issues prior to the implementation of double
sessions or Year-Round schools.

6. Teachers assigned to schools may enroll their children
provided that they do so prior to the beginning of a
school year.

E. Intersession for Year-Round Schools

Administrators at each Year-Round school site shall plan an
intersession program and curriculum to correlate with the
District's standards of achievement with input from the
school site faculty.

F. Changes in Configuration and the School Site Calendar

Administrators at each Year-Round school shall determine
changes in configuration and the school site calendar with
input from the school site faculty.

Section 19. Mentor Teacher Program (See Appendix)

Section 20. Classroom Teacher Instructional Improvement
Program (See Appendix)
Section 21. **General Provisions**

Language, Speech, and Hearing Specialists, Resource Specialists, and Music Instructors shall have a permanent room at each site, wherever possible.

**ARTICLE XXII - CHILD DEVELOPMENT CENTERS**

**Section 1.**

All articles of this contract are in effect unless specifically modified in this article. Toward this end, the parties expressly agree to modify the following contract provisions:

- Article III - Definitions
- Article X - Hours of Work
- Article XII - Transfer/Consolidation
- Article XV - Class Size - and Caseloads
- Article XVII - Safety Conditions
- Article XXI - Special Service and Specialized Assignments
- Article XXIV - Compensation

**Section 2.**

Article XXIII of this contract shall not apply to CDCs.

**Section 3. ** **Definitions**

A. **Center** is defined as a Child Development Center.

B. **Site Administrator** is defined as the management employee who has responsibility for one or more centers or offices.

C. **Day** is defined as a center work day.

D. **Daily Rate** is defined as the employee's annual salary plus stipends, divided by the number of contract days of service in a center year.

E. **Seniority** is defined as number of years of service in the District with required certificate/credential, including leaves of absence for sabbatical and military leave.

**Section 4.**

The parties recognize that under normal circumstances teachers are not required to perform routine custodial tasks. Nevertheless, the performance of such tasks may be required from time to time in the
interests of teacher/pupil safety and hygiene. Teachers are not required to cook food or obtain food for their pupils unless they agree to do so.

Section 5. Association Rights

The District shall provide release time, cost of substitute—if required—to be borne by the Association, for up to five (5) teachers who have been elected to serve as official Association representatives, to attend ten (10) Association meetings per year. Additionally, when necessary, up to four (4) teachers who have been so elected may, with the approval of the site administrator, arrange to change shifts or to arrive at other mutually agreeable solutions (including providing substitutes when available) in order to attend these meetings. The Association shall provide the District with the names of all official Association representatives and the dates and times of Association meetings.

Section 6. Safety Conditions

A. Paragraph 1., Sections 1., 2. (except for paragraphs c. and d.), 3., 4., and 6. of Article XVII of this Agreement shall apply to CDC unit members.

B. A Child Development Center Safety/Discipline Committee shall be established at each center site. Committee members will include the site administrator and an equal number of teachers and parents. The center committee shall meet and develop procedures pertaining to safety, student conduct and discipline. The committee shall function in an advisory capacity and shall make an annual report to the Director of Child Development Centers. A copy of the report shall be made available to the Association upon request.

C. The Site Administrator shall be responsible for advising teachers of the requirements of the State law and reporting procedures and responsibilities related to child abuse.

Section 7. Transfer/Consolidation

1. All known vacancies shall be posted in January, April, July, and October. All qualified permit teachers in the District may apply. Priority consideration will be given in the selection process to teachers in Child Development Centers. Positions which become available as a direct result of the above-mentioned posting may be posted immediately. All vacancies which have not been posted and have been filled by newly appointed teachers shall be posted at the next available posting period.
2. Vacancy lists shall be posted in all center sites and in the Human Resources Division.

3. All contracted certificated (Permit) teachers shall be eligible to apply for posted vacancies in the centers.

4. All vacant or newly established positions for which child development Permit teachers are eligible to apply shall be posted. All certificated (Permit) teachers shall be eligible to apply. Such eligibility will be clearly stated on the official posting. Applicants who are not selected for a position shall be notified in writing within seven center days of the date the selection is made. Applicants may request that the reasons for denial be given in writing. Such reasons shall be provided upon request. (See Article XII.)

B. Application Procedure

1. Application forms shall be available in the Center Administration Office and in the Human Resources Division.

2. An applicant, by contacting the Director of Human Resources Division or the Certificated Human Resources Assistant, and/or Affirmative Action Office may ascertain whether imbalance exists on a faculty where there is a posted vacancy, and the characteristics of the applicant whose selection would serve to reduce the imbalance.

3. It is desirable for the teacher to discuss with the center administrator the reasons for submitting a transfer application if the teacher so desires.

4. Each center administrator or the program director shall supply the Director of Human Resources Division with the basic data upon which to determine eligibility. The Director of Human Resources shall determine the eligibility of a candidate for consideration for a position on the basis of assignment factors. Ineligible candidates will be notified of their ineligibility. If an interview seems desirable, it may be arranged by either the teacher or the center administrator.

The Director of Human Resources Division shall notify all applicants for a position that a decision has been made. If the transfer request is denied, the teacher may request that the reasons for the denial be given in writing.

-94-

OEA
(Article 22)
5. Notices of vacancies for which bargaining unit employees are eligible to apply shall be posted, except in cases where vacancies are filled by administratively initiated transfers.

6. Vacancies not filled as the result of the second posting and those resulting from it shall be filled by teachers who do not have an assignment because of consolidation of their positions, teachers on leave who have not been assigned, and other unassigned teachers.

7. All ensuing vacancies during the year shall be filled first by unassigned staff who have the required certificate/credential qualifications/experience (as defined in past preparation, formal evaluations, length of service to District). Remaining vacancies shall be filled by applicants (new hires) having qualifications for the position.

8. Positions of teachers on leave for one-half their duty year shall not be considered vacancies.

9. These provisions shall not apply to teachers who extended their leave beyond one-half duty year. In the event the teacher does not return or chooses to select another assignment, the teacher's former position shall be declared vacant and will be posted.

10. Employees leaving stamped self-addressed envelopes with the Director of Human Resources shall receive OUSD certificated postings during their non-duty days.

C. Assignment Factors Considered for Position

- Possession of appropriate California certificate/credential;

- Qualifications experience;

- Affirmative Action (work force goals);

- All the above factors being equal, seniority in the District shall be given preference in granting a transfer request.

D. Transfers

1. A transfer is defined as an assignment change from one site to another within the District, but does not apply
to a change in assignment at a site; nor to assignment to a particular classroom or age grouping.

2. Teachers shall not be transferred or consolidated more than once during their probationary period except in an emergency or for extenuating circumstances.

3. Teachers whose transfer requests have been approved and newly hired teachers will be expected to remain in the new assignment for at least two years unless an emergency situation or extenuating circumstances make it desirable for a transfer to take place.

4. Transfers and changes in assignment shall be made on a voluntary basis whenever possible. In making voluntary transfers, the convenience and wishes of the teacher shall be given careful consideration.

E. Administrative Transfer

1. If the center administrator initiates a transfer, the center administrator shall arrange a conference and discuss with the teacher the reasons a transfer is being considered. If at the conclusion of the conference it is determined that transfer is desirable, the center administrator shall submit a written request to the Director of Child Development Centers/Associate Superintendent listing the reasons, a copy of which shall be given to the teacher. Except in cases of emergency, teachers shall be given notice of involuntary transfers by the first Friday in December for a transfer that is to take effect the beginning of the spring semester, and by the first Friday in April for transfer that is to take effect the beginning of the following fall semester. (Emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.). The Director of Child Development Centers shall confer with the Director of Human Resources Division to discuss all known vacancies and to consider possible reassignments. When a reassignment or a number of reassignments are identified, it shall be the responsibility of the Director of Human Resources Division to confer with the teacher and arrange reassignments. This does not preclude the teacher from applying for transfer to a posted vacancy.

2. The Superintendent, Associate Superintendent, Director of Human Resources Division shall arrange a conference with the employee receiving an involuntary transfer and
discuss the necessity for the transfer. The new assignment will also be discussed at this conference. Reasons for transfer, when requested by the employee, shall be put in writing and a copy given to the employee.

3. Administrative transfers shall not be enacted for reasons of a punitive or disciplinary nature. Any reason considered in relation to administrative transfer must have a direct bearing on the employee and the employee's specifically assigned responsibilities. In addition, teachers may request an administrative transfer with reasons to be stated to the appropriate site administrator or Director of Child Development Centers.

4. If possible, the Director of Human Resources shall notify the teacher in writing of the new assignment by the second Friday in January when the transfer is to take effect at the beginning of the spring semester; and by the first Friday in June when it is to take effect the following program year.

F. Consolidations

Factors to be considered in selecting a teacher are:

- Affirmative Action;
- Certificate/Credential

All of the above given factors being equal, seniority in the District shall be given preference.

1. A staff consolidation is defined as a reduction in the number of certificated staff at a given center due to a decrease in enrollment, curriculum change, child program change, age grouping change, and budgetary limitation, or other circumstances producing a similar effect upon teacher assignments.

2. When specific consolidations are to take place, the center administrator will inform the staff and discuss, if requested, the staffing modifications required. Before any consolidation actually takes place, the center administrator shall arrange a conference and discuss with the teacher who is being consolidated the necessity for the consolidation of the position.

3. The teacher to be consolidated may telephone or request an appointment with the Director of Human Resources.
Division to discuss all known vacancies and possible future vacancies to be posted.

4. Center consolidations shall be effective on either January 31 or June 30. Consolidations shall be effective on either January 31 or June 30. For consolidations that are scheduled to take place on January 31, the affected teacher shall be given appropriate written notice no later than December 1. For consolidations that are scheduled to take place on June 30, the affected teacher shall be given appropriate written notice no later than April 15.

5. Non-classroom consolidations may take place anytime during the school year. The necessity of a consolidation shall be determined by the District. When specific consolidations are to take place, the administrators of the sites involved will inform their staff and discuss, if requested, the staffing modifications required.

6. Teachers to be reassigned because of consolidation of their positions will have preference in applying for posted vacancies in accordance with assignment factors.

7. The Director of Human Resources Division shall notify the teacher in writing of the new assignment as soon as possible, and provide one working day of released time for moving from one site to another.

8. The District will provide information to the Association upon request prior to district-wide consolidations.

G. Transfer/Consolidation Due to Center Being Closed/Replaced

1. Teachers will be assigned to centers where the children from the original site have been placed. Teachers will not follow the students. In the event all the teachers cannot follow the students due to changes in enrollment, the consolidated factors shall determine who follows the students. When the facility is rebuilt, all teachers who were in the original center shall have the first opportunity to return to the new facility. If more teachers desire to return than there are positions available, the assignment factors may be considered. After teachers in the original center have had an opportunity to be assigned to the new facility and vacancies still remain, then procedures for posting a vacancy under the Teacher Transfer article shall be followed.
2. Teachers assigned to a center prior to reconfiguration shall have the option of remaining at the center after reconfiguration. In the event that all teachers cannot remain after reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated. Teachers who wish to follow their students to another center due to enrollment shifts required by reconfiguration shall be granted the opportunity to do so in accordance with the assignment factors. Teachers who do not want to continue in their assignment due to reconfiguration shall be granted an administrative transfer and/or may apply for posted positions.

H. Teacher Assignment

1. Teachers shall be given written notice of center assignment when the center program is completed in June for the ensuing year. The teacher shall be so informed in writing, and upon request, the center administrator shall have a conference with the teacher. The teacher shall be consulted individually regarding any change in teacher assignment due to unanticipated circumstances after the initial assignment, and shall be so informed in writing.

2. Teachers assigned to a center shall work with any age-grouping served by the center as assigned by the center administrator. However, the site administrator will consider requests of individual teachers to work with specific age groups.

3. In order to assure that the pupils are taught by teachers working within their areas of competence, teachers shall not be involuntarily assigned outside the scope of their teaching certificate.

4. The Superintendent shall assign all newly appointed personnel to specific centers for which the Board has authorized employment. New employees shall receive notice of assignments as soon as practical.

Section 8. Hours of Work

A. Work Year

1. The work year for permit teachers will be 208 days.

2. Teachers shall schedule their non-scheduled day by mutual agreement with the site administrator. Site administrators shall not unreasonably prevent mutual
agreement. Not more than one-half of the certificated staff may be off work at one time. If these provisions have been met, and two or more employees wish to be off from work at the same time, seniority in the District shall be the determining factor. Non-scheduled days will be prorated for teachers hired after July 1.

3. When two or more teachers request the same non-teaching days and mutual agreement has not been reached, the teachers concerned may request a conference with the site administrator. The site administrator will schedule a conference within five days of the request before seniority is invoked.

4. When a child development center's site work calendar is mutually agreed upon with the site administrator and approved by the District for the following center year, it may not be changed, except that teachers shall be entitled to reschedule their teaching days in emergency situations such as extended personal illness or injury or emergencies related to members of their families. This provision shall not be interpreted to require any other employee to reschedule his/her teaching days.

5. When requested by the District to work beyond the contract year, teachers shall be paid per diem on the basis of their annual scheduled salary. Such additional duty shall be by mutual agreement. Teachers who upon their own request work beyond the contract year shall be paid the regular/non-long-term substitute rate.

6. The Child Development Center calendar can be found in Appendices.

7. There shall be two planning days each year. One planning day shall be scheduled between April 15 and May 15 and the other planning day shall be scheduled in October.

8. One half-day per year will be scheduled by the site administrator for all teachers at that individual site to be used for group planning, in-service, or articulation with elementary schools. Whenever possible, the half-day will coordinate morning and afternoon session teachers, so that substitute costs will be minimized.

9. The District shall provide each center teacher with a copy of the annual center calendar.
B. **Work Day**

1. The duty day for child development center teachers shall be seven hours including a 30-minute duty-free lunch period, a 30-minute student-free preparation period and a 15-minute break.

2. The District shall guarantee a duty-free lunch period, preparation and break for each qualified employee. If an employee is required by management to perform a duty that interferes with the duty-free lunch period, student-free preparation period or break, the site administrator shall reschedule the duty day to provide for such comparable periods of time, or the employee shall be compensated at the extra-duty rate.

3. An employee who is required to work beyond the duty day for more than 15 minutes shall be compensated at the extra-duty rate.

4. A Teacher-in-Charge (Opening) and Teacher-in-Charge (Closing) shall be assigned by the site administrator. These assignments shall be reduced to writing and these teachers shall be notified of their assignments prior to the start of the center year. Temporary Teachers-in-Charge (Opening or Closing) may be assigned as necessary. These assignments will be reduced to writing when possible.

Teachers assuming these duties in the absence of the site administrator shall be paid an annual stipend. The stipend shall be paid on a pro rata basis to all of the teachers providing these services. (See Article XXIV - Compensation for stipend amount.)

Responsibilities of the Teacher-in-Charge include:

A. Opening or closing of CDC;
B. Receiving State documents;
C. Assigning students to individual classes in the event a substitute cannot be secured;
D. Referring parents to the site administrator in case of specific concerns;
E. Responding to emergency situations as necessary;
F. Other related responsibilities.
5. Certificated child development center employees who provide substitute coverage to parts of classes for which substitutes are not provided by the District under circumstances where a substitute is normally authorized shall be granted the pay which would have been paid to a daily substitute teacher. Such pay shall be paid proportionately to the teacher involved. Children shall be distributed in the fewest groups possible and in the most appropriate age levels possible.

6. A member of the teachers' bargaining unit who temporarily assumes the role of the site administrator without action having been taken by the Board will have administrative responsibility requiring the use of independent judgment, excluding the right to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline other employees, to assign work, direct and adjust grievances or recommend such action.

C. 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 those of others at the site.

Section 9. Teacher/Child Maximums

A. Teacher/child maximum is defined as the maximum number of pupils who may be in attendance with each teacher.

The District shall adhere to the following teacher/child maximums in the Oakland Unified School Child Development Centers as established by the State Department of Education:

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Teacher/Child Maximum</th>
<th>Adult/Child Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 yrs to 2 yrs</td>
<td>1:18</td>
<td>1:3</td>
</tr>
<tr>
<td>0 yrs to 3 yrs</td>
<td>1:16</td>
<td>1:4</td>
</tr>
<tr>
<td>3 yrs to 6 yrs</td>
<td>1:24</td>
<td>1:8</td>
</tr>
<tr>
<td>6 yrs to 10 yrs</td>
<td>1:28</td>
<td>1:14</td>
</tr>
<tr>
<td>10 yrs to 14 yrs</td>
<td>1:36</td>
<td>1:18</td>
</tr>
</tbody>
</table>

B. Exceptions to class size maximums may be taken when space is inadequate, when health and safety of students could be imperiled.
C. Waivers to class size maximums may be made upon mutual agree­
ment of the site administrator and the teacher(s) involved.

D. In the event that the State Department of Education changes
its established ratios, the Association and the District
shall reopen negotiations within 20 center days to discuss
what effect, if any, the change may have on the provisions
of this article.

Section 10. CDC Task Force

A CDC Task Force, comprised of three (3) persons one appointed by
OEA, one by the District, and one representing the business/com­
munity interests appointed mutually will be established to assist
the District in CDC program development, enhancement and marketing
approaches to individual businesses and the community at large.
The task force shall be convened prior to October 1, 1992 and shall
submit a preliminary report to the Superintendent by March 1, 1993.

ARTICLE XXIII - SUMMER SCHOOL EMPLOYMENT

Summer School is established on the basis of need in the District
and available funding. The following articles of the contract, to
the extent that they are not specifically and explicitly in con­
flict with the Summer School Program shall govern terms and
conditions of employment for Summer School employees: I, II, III,
IV, V, VI, VII, VIII, IX, X (to the extent that such Articles
applies to substitutes), XIII, XIV, XV, XVII, XIX, XXI and XXIV.
In addition to the provisions of the contract applying to Summer
School cited above, herein, the following specific terms of employ­
ment shall apply:

Section 1. Calendar

Summer schools ordinarily start on the Monday which occurs ten
calendar days following dismissal of the regular session. Ele­
mentary summer sessions are ordinarily 29 school days in length;
secondary are ordinarily 24. Modifications of this calendar may
be made by the District at its discretion.

Section 2. Staff Election

A. Qualified personnel from within the District shall be con­
sidered for placement. Should qualified District personnel
not be available, the District may accept candidates from
outside the District.

B. All Summer School positions in this unit shall be posted,
usually not later than the end of April. Qualifications for the position shall be included in the posting.

C. School Application - Applicants are to use the form "Summer" in responding to posted openings.

D. Summer school unit members shall be selected based on the following criteria:

1. Qualifications (including for specific needs of specific assignment stated in the posting).

2. Balance of each site staff on the basis of sex, age, experience, and ethnic composition as it relates to the District composition of certificated staff.

3. Teachers shall not normally be selected for more than two consecutive years. If there are no applicants with proper qualifications for a position, unit members may serve for more than two consecutive years. This provision shall be stated on the posting.

4. Teachers applying for Summer School shall be given preference in inverse order from when they last taught summer school within the preceding three year period. All other factors being equal, seniority shall prevail after affirmative action considerations have been applied.

E. Employment shall be contingent upon enrollment.

F. Unit members selected shall be notified in a reasonably timely manner and not later than the last duty day of the regular school year when possible. Unit members selected for the alternate/stand-by list for possible Summer School employment based on enrollment shall also be so notified.

Section 3. Evaluation

The Summer School programs and all teachers shall be evaluated on the basis of established goals and objectives and/or the District's standards of achievement.

Section 4. Salary

Payment for Summer School work shall be made on the basis of the annual salary for the year preceding, and on a pro rata basis.
Section 5.

A. The District agrees to employ substitute teachers in the District's Summer School Program as alternate teachers. A minimum of one substitute teacher per school site shall be selected. If more alternate teachers are required, substitute or permanent teachers will be utilized. Compensation for alternate teachers shall be the District's prorated daily rate.

B. Teachers regularly assigned to the District Summer School program will be permitted to use accumulated sick leave on an hour-for-hour basis to cover two days of absence during summer school caused by illness or injury.

ARTICLE XXIV - COMPENSATION

The 1991-92 salary schedules are contained in Appendices 1, 2, 3 and 4.

Section 1. Educational Supply Reimbursement

The District shall pay an FTE unit member an Educational Supply Reimbursement (ESR) stipend of $300 for 1992-93, and a $500 yearly (ESR) stipend thereafter per FTE.

Said stipends shall not be paid to SA and SB (K-12 and CDC substitute) teachers, but shall be paid to unit member in the Substitute Teacher Incentive Plan.

Eligible unit members employed on a part-day or part-year basis shall have the annual stipend prorated proportionately.

The annual stipend shall be paid in two approximately equal installments, one at the end of the calendar year and the other at the end of the school year.

Section 2. General Provisions for Placement on Teachers Salary Schedule

A. Registration of Credentials

The Education Code provides that no person shall be paid for services in a position requiring certification qualifications until the credential has been registered with the County Superintendent of Schools. It is required that certificated employees shall have on file in the Human Resources Division copies of the credentials authorizing the services, subjects or grades they are teaching. Copies are issued by the County
Superintendent of Schools upon the receipt of the employee's credential in that office.

B. Column Requirements

All degrees and course units must be obtained from an accredited university or college. Transcripts to be official must bear the Registrar's seal and signature.

1. Placement on Column A - 4 year's preparation; Bachelor's Degree.

2. Placement on Column B - 5 year's preparation; Bachelor's Degree plus 24 or 30 semester units.
   a. Bachelor's Degree plus 30 upper division or graduate semester hour units. Fifteen of these 30 units may be in equivalent as defined in a later section.
   b. Bachelor's Degree and General Secondary Credential or the Standard Teaching Credential with specialization in Elementary or Secondary Teaching, Ryan multiple or single subject clear credential, Early Childhood, and the Standard Designated Services Credential with a specialization in Pupil Personnel Services. Teachers are to notify the Human Resources Division when the credential is granted.
      or
   c. A fifth year of 24 strictly graduate units (as in the Librarian's curriculum) is acceptable.

3. Placement on Column C - 6 year's preparation; Bachelor's Degree plus 60 or 65 semester units.
   a. The earned Master's Degree and 60 upper division and/or graduate units beyond the Bachelor's Degree. Thirty of these 60 units may be equivalents as defined in a later section.
      or
   b. An approved program consisting of the Bachelor's Degree plus 65 upper division and graduate units. Fifteen of these units must be in relevant subject matter areas, and at least 4 units must be in graduate courses. Not more than 20 of these 60 units may be in equivalents.
or

c. An approved program consisting of the Bachelor's Degree plus 60 upper division and graduate units. Thirty (30) of these units must be in relevant subject matter areas; and at least 8 units must be in graduate courses. Not more than 20 of these 60 units may be in equivalents.

4. Earned Doctorate or Equivalent - 7 year's preparation; Doctorate or Bachelor's Degree and 90 semester units.

Teachers with earned doctorate equivalent will be placed on Column D and receive additional salary as provided in the salary schedule. Credit will be based upon:

a. Earned Doctorate (Ph.D, J.D. or Ed.D)

or

b. An approved program consisting of an earned Master's Degree and 90 upper division and graduate units beyond the Bachelor's Degree from colleges and universities accredited by the Commission for Teacher Preparation and Licensing, of which at least 35 units must be at the graduate level. These 35 units must give evidence of a planned program of advanced study appropriate to teaching in the public schools. Not more than 30 of these 90 units may be in equivalents.

c. The parties agree that for the purpose of administering Article XXIV, General Provisions, Section 2. B. 4., a. and b., the following conditions apply to unit members engaged in the study of Law or possessing the degree of Juris Doctor.

1. An approved program means courses offered by an institution accredited by either the American Bar Association or the State Bar of California.

2. A unit member possessing the degree of Juris Doctor shall be eligible for placement on Column D of the salary schedule if:

♦ The unit member is on Column C of the salary schedule, and
5. Anniversary Increment

An additional amount will be added to the basic salary as provided in the salary schedule to an employee after 20 or 25 years of creditable service in Oakland. Creditable service shall be defined as the total number of full years of outside experience granted at the time of employment plus the total number of years served in Oakland since first employment in the District. An employee who has completed 20 or 25 years of creditable service shall notify the Human Resources Division of his or her eligibility by completing forms provided for this purpose by the Human Resources Division.

C. Equivalency Units

Equivalency units in the form of travel, foreign study, authorship, private study, workshops, District in-service training, special experiences, related summer work experience and other activities which can be considered as related to the teaching assignment will be considered.

1. Maximum - Thirty equivalent units is the maximum allowed between Column A and the doctoral equivalency. It is recommended that the acceptability of all equivalent units receive the approval of the Director of Human Resources Division before the activity is undertaken.

2. Travel - Equivalency credit may be granted for planned and specific travel which is related to the teaching assignment. (These forms are available in the Human Resources Division). Such travel would be preceded by study, would feature an educational itinerary, and would be followed by direct and obvious classroom applications. The plan of travel must be approved in advance by the Director of Human Resources Division. Upon return or before the third Friday in November, the Post Educational Travel form must be completed before credit can be granted. Approved travel will be evaluated at the rate of one unit per week for a foreign travel and one-half unit per week for domestic travel. Trips of less than three weeks' duration will not be considered. The

-108-

OEA

(Article 24)
maximum credit for travel in one summer is six units and the total maximum is twelve units.

Except for employees on sabbatical or other extended leaves of absence, credit may not be allowed for travel during the periods when school is in session.

3. Related Summer Work Experience - Teachers may be given credit for work experience during the summer if the work is related to the teaching assignment. In order to be assured credit, the teacher must request prior approval. Forms may be obtained from the Human Resources Division, Administration Building.

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

- University Lecture rate:
  15 hours plus the usual preparation time
  1 unit

- Laboratory work
  30 hours plus the usual preparation time
  1 - unit

- Studio work
  45 hours plus the usual preparation time
  1 - unit

5. District in-service training units will be calculated at the rate of one unit for each 15 hours of approved in-service training participation plus the usual preparation time.

D. Evaluation of Credits

1. "Units" as referred to in this schedule are semester units. Graduate level units are substantiated by the numbering system as defined in the college or university catalog or by a letter from an official of the college or university. Quarter unit is evaluated as two-thirds (2/3) of a semester unit.
2. Lower Division Work and Repetition of Courses

Lower division work taken after graduation is not accepted, unless it is required for a California credential or advanced degree or unless it is basic to a new teaching assignment.

Credit will not be granted for upper division or graduate courses which are repeated, unless prior approval has been obtained from the Director of Human Resources Division.

E. Initial Placement on Salary Schedule

1. Teaching - Prior public school teaching shall be credited on a year-to-year basis up to a maximum of twelve years. Teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience. Experience as a part-time teaching assistant while enrolled in a college or university may be probated.

2. Military - Active military service after December 8, 1941 will be credited according to the following tables:

<table>
<thead>
<tr>
<th>Years</th>
<th>Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-3</td>
<td>1 step</td>
</tr>
<tr>
<td>4-5</td>
<td>2 steps</td>
</tr>
<tr>
<td>6-7</td>
<td>3 steps</td>
</tr>
<tr>
<td>8-9</td>
<td>4 steps</td>
</tr>
<tr>
<td>10 or more</td>
<td>5 steps</td>
</tr>
</tbody>
</table>

Nineteen months is the minimal length of service for which advanced placement on the salary schedule is allowed.

3. Practical Experience - Credit for full-time, non-teaching experience may be allowed when it has been recognized as related to the teaching assignment.

4. Total Credit - Total credit allowed for combined prior teaching experience, military service, and related practical experience shall not exceed twelve years. Initial salary placement shall not be higher than Step 13 of the salary schedule.

Former Oakland teachers who are re-employed after intervening experiences will not be placed upon the
salary schedule higher than the step they would have received had they remained in the District.

5. **Returning Teacher** - A former Oakland teacher who returns to Oakland after an absence for a period of more than five years is evaluated on the same basis as a new teacher. Practical Experience is given special consideration as noted in paragraph E. 3.

6. **Verification** - Prior teaching experience, military service and related practical experience for initial placement is allowed if verified before the day of the teaching assignment. Official college and university transcripts shall also be furnished within this 90-day period. When verification is unobtainable within this period through no fault of the teacher, a written request for extension of time may be filed with the Administrative Director for Human Resources Division.

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

F. **Advancement on the Salary Schedule**

1. Teachers shall advance one step on the schedule for each school year of employment in which they served at least 75 per cent of the duty days in the preceding two-semester period.

2. Employees hired after October 31 but before February 1 shall advance one step on the salary schedule on February 1 in subsequent years providing they have served 75 percent of the duty days in the preceding two-semester period.

3. One step for each year of military service will be allowed those teachers returning from military service.

4. In order to be upgraded on the salary schedule for a full year, the teacher must file any materials for upgrading according to the following schedule:
For a change of classification for a school year, credit must be earned and courses completed before the first school day of the second semester. Materials must be submitted by the following schedule:

<table>
<thead>
<tr>
<th>Assignment Type</th>
<th>Material Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 months</td>
<td>Third Friday - Nov.</td>
</tr>
<tr>
<td>11 months</td>
<td>Third Friday - Oct.</td>
</tr>
<tr>
<td>12 months</td>
<td>Third Friday - Sept.</td>
</tr>
<tr>
<td>Year-Round School</td>
<td>Third Friday - Sept.</td>
</tr>
</tbody>
</table>

A teacher who has completed requirements for upgrading on the salary schedule prior to these dates but, because of circumstances beyond his/her control is unable to present evidence to this effect, shall be reclassified for either the Fall or Spring Semester, whichever is relevant, and retroactive salary shall be allowed when the teacher presents proper verification of successful completion of requirements.

G. Special Rates for Certain Employees

1. Stipends

Assignment to a position which qualifies for payment of a stipend shall be for one year only if the position continues beyond one year, non-reassignment shall be for good cause only.

Positions in this category are: Teachers on Special Assignment, Senior High School Department Heads, including Librarians and Head Counselors, Head Teachers, Audiometrists, ROTC instructors.

Authorization for payment of such stipends shall automatically terminate at the expiration of that year unless the employee is notified to the contrary by the Board of Education or its authorized representative.
2. Other Stipends

a. Placement of Elementary Pupils in Other Classrooms When Substitutes are not Provided -

When teachers provide substitute coverage to parts of classes for which substitutes are not provided by the District Human Resources Division under circumstances where a substitute is normally authorized, the pay which would have been paid to a daily substitute teacher shall be paid proportionally to the teachers involved.

b. Use of Regular Classroom Teacher for Preparation Period Substitute -

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

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

c. Use of Conference Period for Substitute Duty at Secondary Level - Secondary school teachers shall be paid per period as provided in the salary schedule for each conference period used for substitute teaching when a regular substitute has not been assigned from the District Human Resources Division under circumstances where a regular substitute is normally so assigned, and when such teacher remains on duty in the school after regular working hours for an amount of time equivalent to the substitute service time on any day during the same calendar month of the day of services.

d. Bilingual Stipend - (Refer to Article XXI)

H. Salary Provisions for Certain Certificated Employees

1. Nurses

Nurses whose hospital training and other college work

-113-

OEA

(Article 24)
culminated in the awarding of a Bachelor's Degree will be placed on the teachers' salary schedule in accordance with usual procedures. The possession of a Public Health Nursing Certificate and Bachelor's Degree will qualify nurses for placement on Column B.

2. Teachers with Industrial Arts Credentials not Teaching Vocational Courses -

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

3. Teachers with the Standard Designated Subject 8.0 Full-Time Credential to Teach Industrial Education and Teaching Vocational Courses -

a. The initial placement of an instructor with a Standard Designated Subject Credential classes will be on Column B.

b. Trade experience beyond seven (7) years will be counted as teacher experience for placement purposes.

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

d. Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency.

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

a. Initial placement will be on Column B for teachers who will be teaching vocational courses.

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

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

-114-
5. Teachers with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential -
   a. Initial placement will be on Column B.
   b. Trade experience beyond 5 years will be counted as teaching experience for placement purposes.
   c. Advancement on the salary schedule beyond Column B will be in accordance with items 3. c. and d. of section H.

I. Work Year for Certificated Employees Paid on the Teachers' Salary Schedule

1. Basic Assignments

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

2. Nurses

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

3. Psychologists

   School psychologists are required to be on duty and perform services for the five days immediately preceding the day teachers are required to report in the Fall, two days at the close of school in June, and three days at the employee's option during the fiscal year from July 1 to June 30, on days when schools are not in session and the school buildings are open.

4. Counselors

   The work year for full-time counselors shall be the same as for teachers (Section K. 1. above) except that they shall be on duty five (5) additional days prior to the first duty day for teachers and five (5) additional days after the last duty day for teachers. Variations to the aforementioned schedule of days, but not the total number of days, may be made with the approval of the principal of the school. Counselors shall be paid a proportionate per diem rate for these extra duty days. The additional duty days and per diem day for part-time counselors shall be proportionate to that of a full-time counselor.
counselor. For the purpose of calculating retirement, all the pre-and post-days shall be considered as part of the contract year.

5. Eleven and Twelve-Month Assignments
Personnel paid on the Teachers' Salary Schedule who work on eleven-or twelve-month assignments shall be on duty for those days described in Section I. 1. above, plus eighteen (18) additional days for an eleven-month assignment and thirty-six (36) days for a twelve-month assignment. Eleven-month employees paid on the Teachers' Salary Schedule shall receive their basic salary, including stipends, plus an additional 10%. Twelve-month employees paid on the Teachers' Salary Schedule shall receive their basic salary, including stipends, plus an additional 20%.

J. Method of Payment

1. All annual salaries shall be paid in ten installments unless the employee requests that his or her salary be paid in twelve installments.

2. The first salary installment for a school year for employees on a ten installment plan shall be payable the last working day of September.

3. Requests for payment on the twelve installment plan shall be made to the Human Resources Office prior to September 15 or within two weeks of the first duty day of employees hired after the opening of school.

4. The first salary installment for employees on the twelve installment plan shall be payable on the last working day of September. The eleventh and twelfth installments shall be paid at the end of the months of July and August respectively.

5. Requests to change from the twelve installment plan to the ten installment plan shall be made to the Human Resources Office prior to September 15.

Section 3. Health and Welfare Insurance

A. Health Insurance (General Provisions)

1. Where an employee and spouse (or other eligible dependent) are each employed by the District in an eligible capacity; each may individually select a health plan, or they may both enroll in a two-or three-party plan.
If each selects a separate health plan, the spouse may not be enrolled as a dependent. In such cases each dependent child may be enrolled in one plan or the other, but not both.

2. District contribution to the cost of a health plan for a part-time employee is prorated as follows: a) Full payment for employees working three-fourth's time or more; b) Three-fourth's payment for employees working half-time to three-fourth's time; c) One-half payment for employees working one-fourth to one-half time; d) One-fourth payment for employees working less than one-fourth time. Part-time employees pay the difference between the District's contribution and the full cost of the plan by payroll deductions made for the part-time employee's share, according to the authorization signed upon enrollment in a plan.

3. Coverage for newly employed eligible personnel begins on the first of the month following the month in which employed. When a new employee or one who has moved from an ineligible to an eligible position does not exercise the option to select a health plan within the prescribed time limit, the employee is required to wait until the annual Open Enrollment during September of each year. Those desiring to change from one health plan to another will be processed only during the annual enrollment.

4. Unless modified in subsequent negotiations between the District and Association, the District's obligation at the end of the 1993-94 school year for its continuing fringe benefit contributions shall be to maintain the benefits it was providing in 1993-94, including the contribution for the higher of the two (2) HMO premiums, even though such premiums may have increased.

B. 1991-92 Health Insurance Revisions

1. Although the current Kaiser HMO medical insurance plan shall be maintained, effective May 1, 1992, the current OPS medical insurance plan in its entirety and utilization of its benefits shall be discontinued for unit members and retirees, and replaced with Health Net HMO Medical Insurance Plan.

2. Upon implementation of the Health Net HMO Plan, the dollar amount of the District's medical insurance contribution per FTE shall be set at the amount of the Kaiser or Health Net HMO premiums described herein.
The actual dollar amount contributed by the District per FTE shall be based upon the unit member's selection of One-party, Two-party or Family HMO coverage, and shall be equal to the continuing premiums for such plans.

3. Also, effective May 1, 1992, a unit member may elect, at his/her own expense and through the payroll deduction process, the attached Point of Service Medical Insurance if enrolled in Health Net HMO. Member contributions shall be calculated on a tenthly basis, and shall reflect the difference between the District's Health Net HMO contribution for the unit member and the Point of Service premium.

4. Said Point of Service Option from Health Net shall only be available if the District's medical insurance options are limited to a Kaiser and a Health Net HMO medical insurance plan.

5. The termination of the current OPS Plan shall be preceded by a minimum thirty-day open enrollment period for the Health Net HMO, plus the Point of Service Option and for the Kaiser Foundation Health Plan. The open enrollment period shall also be available to current Kaiser subscribers.

6. The District agrees to pay continuing acute care treatment claims subject to the following conditions:

   a. Said treatment shall be currently in progress

   b. Said treatment shall have been a continuation of treatment received within the sixty (60) calendar days prior to 5/1/92.

   c. Said treatment shall have been provided by medical confinement for that cause within the twelve (12) calendar months prior to 5/1/92.

   d. Acute care treatment shall be defined as any medical care for which change, transfer or disruption would cause a significant and serious obstacle to the patient achieving the treatment objectives of the physician attending the unit member/dependent immediately prior to 5/1/92.

   e. The provisions of this section shall expire at midnight on 6/30/92, and in no event shall the District be responsible for the payment of claims.
for services, as defined herein, occurring on or after 7/1/92.

f. Upon termination of the current OPS Plan, the Employee Assistance Plan, through Health Net HMO, shall be provided to all unit members.

g. Unit members currently enrolled in the OPS Medical Insurance Plan shall, in conjunction with the termination of said plan, complete the appropriate enrollment forms for either the Kaiser or the Health Net HMO Medical Insurance Plans being offered by the District. Failure of a Unit member to submit the new enrollment form(s) within the prescribed time shall automatically result in no District medical insurance coverage for him/her and eligible dependents, if any. The District will take all reasonably possible steps to ensure that Unit members are aware of the new enrollment procedures and complete same.

**Dental Plan**

1. All eligible full-time employees and their eligible dependents shall be eligible for coverage under a District-paid group dental insurance plan. Coverage under the Dental Plan begins six months from the first day of the month in which employed.

2. Where an employee and spouse are each employed by the District in an eligible capacity, each may subscribe individually to the same plan, but each party may not be enrolled as dependents of both.

In such cases, each dependent child may be enrolled in one plan or the other, but not in both. A new employee who does not exercise the option of entering the dental plan within the prescribed time limit will be required to wait until the annual open enrollment during September of each year.

**C. Long-Term Disability Insurance**

1. Each employee in an eligible capacity is automatically covered in a disability income plan six months from the first day of the month in which work begins in the eligible capacity, at no cost to the employee. The benefit will be paid starting at the end of the qualifying disability period of 60 calendar days or beyond expiration of all paid leaves, including vacation.
should the accrued sick leave and vacation extend beyond 60 days. Monthly benefit is two-thirds of the first $1,000 of basic pay, plus one-third of additional basic pay to a maximum of $1,000 per month total benefit.

2. An amendment rider has been added to the District's long-term disability contract with the insurance carrier which provides that certificated employees with five or more years of credited STRS (State Teachers' Retirement System) employment shall be covered by the District policy for a maximum of one year, thereafter to be covered by STRS; and that certificated employees with less than five (5) years of service credited by the STRS shall be covered by the District policy to age 65.

D. **Life Insurance**

Each employee in an eligible capacity is automatically covered at no cost to the employee at the time of employment to the limit of $10,000 for death from natural causes, plus an additional $10,000 if cause is accidental. Enrollment is not required for this benefit, but each employee should complete a beneficiary designation card at the time of employment or when a change is desired. Conversion option on group life insurance is available without evidence of insurability.

E. **Liability Insurance**

An employee, during the normal performance of duty, is protected against claims. Since the determination of individual responsibility is often difficult to establish and often dependent upon court findings, it is recommended that employees assure themselves of coverage, especially when transporting students to school-sponsored events, by carrying the minimum insurance required to meet State financial responsibility laws. An employee of the school District is protected in case of injury during the performance of normal duty to the extent defined in the Workers' Compensation provisions of the Labor Code.

F. **Vision Care**

Upon implementation of the Health Net HMO medical insurance plan, the current vision insurance program available to unit members shall be replaced for all unit members by the Health Net vision coverage described in the Appendix 5. In addition, the District shall provide supplemental insurance against lost or damaged glasses; upon reasonable proof or appropriate employee certification, said lost/damaged glasses shall be replaced annually.

-120-

OEA

(Article 24)
G. Annuity Program

During the 1992-93 school year, 1991-92 annuity dollar contributions shall be paid only for those unit members who were eligible for the annuity as of June 30, 1992. The Annuity Plan will continue as presently constituted through the 1991-92 school year.

Effective July 1, 1993, no further annuity contributions will be made, and 7-1/2% will be added to the three OEA salary schedules, at all steps and columns for temporary, probationary and permanent unit members.

The Association and the District agree to restructure the Board of the Supplemental Annuity Plan for certificated employees, as follows: 1 representative appointed by the District; 1 representative appointed by the UAOS; 5 representatives shall be appointed by the OEA.

H. Cost Containment

The District and the OEA are committed to reducing the cost of health and welfare benefits. Health and welfare benefits are defined as benefits for each component, i.e., health, dental, vision, life and disability. The OEA agrees to participate in the joint Labor and Management Cost Containment Advisory Committee. The District will maintain the Health and Welfare benefits, except as modified by mutual agreement of the parties (District and OEA). As a result of the mutual acceptance of any recommendation deriving from the joint Labor and Management Cost Containment Advisory Committee the parties shall have the right to reopen and negotiate the recommendations.

Section 4. General Information on District-Paid Insurance Plans

A. Employees on paid leave will continue to have District contributions according to the work assignment which existed at the beginning of the leave. Employees on non-paid leave for a full calendar month or longer have no District contribution to insurance plans, except for those employees on maternity leave, for whom the District will pay the fringe benefit premiums for health, dental, life insurance and vision care for that period of time during which job performance is not feasible for physical/medical reasons, as certified by a physician.

B. Employees who receive long-term disability benefits, or who have been granted leave beyond paid leave for illness,
maternity, child adoption, disability, or advanced study or any other leave approved by the District, may continue their insurance and health benefits for one year by paying the full cost; except that those who receive long-term disability benefits may continue coverage at their own expense for as long as the disability continues, or to retirement. Employees granted leave on some other basis should make their own arrangement for health or dental insurance.

C. District contributions toward costs of health, dental, disability income and group life insurance for ten-and eleven-month employees will be made for twelve months, from July 1 through June 30.

D. Tax-Sheltered Annuities - The Board has made voluntary tax-sheltered annuities available for employees who wish them. A tax-sheltered annuity is a plan for diverting a portion of earnings for cash payment to the purchase of an annuity; the District making the purchase for the employee under an agreement. Provided that all legal provisions are met, such earnings are not taxable until withdrawn later in the employee's life under conditions of the specific plans. Theoretically, this will result in a lesser tax liability than if tax had been paid at the time of earnings. The Board is in no position to recommend that an employee either participate or not participate in such a plan. The choice must be made by each employee, as employees do not have similar tax positions and financial goals. Employees who choose to participate in the plan may apply on forms available at the Insurance Programs Office.

E. If a National Health Plan is passed by the Congress during the term of this Agreement which provides for employer contributions, the Association and District may meet to discuss the plan upon request.

F. The District will provide health plan benefits to employees when they retire until age 65 at the retirees option and expense.

G. Benefits as provided in this article shall be continued for the duration of the contract at no expense to the employee.

Section 5. Transportation Reimbursement

Employees of the unit who are required by the District to use their privately owned automobiles as part of their assignment shall be reimbursed for such use.
Eligibility will be determined in accordance with the appropriate Administrative Bulletin currently in effect. All procedures and instructions contained in that Bulletin are pertinent; however, the following rates shall be effective for members of this unit during the term of this contract.

A. **Regular Flat Rate Reimbursement**

Regular flat rate reimbursement is based on the number of months of the duty assignment. The annual rates are:

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Flat Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-month basis</td>
<td>$681.00</td>
</tr>
<tr>
<td>11-month basis</td>
<td>704.00</td>
</tr>
<tr>
<td>12-month basis</td>
<td>728.00</td>
</tr>
</tbody>
</table>

Variable cost reimbursement for those whose annual mileage rate is 1,000 miles or more will be paid at the maximum allowable per mile rate provided for in the Internal Revenue Code.

B. **Special Flat Rate Reimbursement for High Mileage and Weekend Assignments**

For employees who are required to provide a car continuously for weekend business use and for high mileage positions (over 5,000 miles annually) the fixed cost reimbursement will be $911.00.

C. **Excess Mileage Reimbursement**

Employees receiving regular or special flat rate reimbursement who may be eligible for excess mileage reimbursement over 1,000 miles should record all mileage performed. When their mileage exceeds the established rate, they should submit excess mileage claims monthly if possible, but in no case less than once each semester.

D. **Mileage Reimbursement**

Employees who are occasionally required to use their privately owned automobiles in performing their duties but do not qualify for flat rate reimbursement will be reimbursed at the maximum per mile rate allowed for in the Internal Revenue Code.
Section 6. **Miscellaneous**

A. **Student Teaching** - Cooperating teachers shall receive recognition for the teacher education responsibility undertaken in working with student teachers. Such recognition shall include the contract amount paid by the teacher training institution.

B. **Teachers of Adults** - Teachers of adults not paid as regular teachers shall be paid at the extra-duty rate.

Section 7. **Programs for Personal Growth**

A. Any teacher receiving his/her first clear multi or single subject teaching credential must take 150 clock hours of professional growth each five (5) years to keep the credential valid.

B. Any teacher receiving credit for equivalency units as stated in Article XXIV, Section 2. C., can apply those units to the 150-hour requirement of professional growth and vice versa.

   Each unit of credit granted shall equal 15 hours toward the 150 of professional growth requirement.
   Thirty (30) equivalency units is the maximum allowed between Column A and the Doctoral equivalent.

C. An individual program of professional growth shall consist of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. Acceptable activities shall be defined to include, among other acceptable activities, the completion of courses offered by regionally accredited colleges and universities; participated in professional conferences, workshops, teacher center programs or staff development programs; service as a mentor teacher pursuant to Section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in educational research or innovation efforts.

D. In order for the units of credit to count towards the 150 hours of professional growth, the teacher must submit, for approval, his/her initial plan to the Director of Human Resources Division or his/her designee by October 1 for the Fall Semester and by February 1 for the Spring Semester. (Forms are to be provided by the District.).

E. Upon completion of the units of work, the teacher shall be
responsible for having the appropriate person in charge sign a "Professional Growth form". Once the form is completed, the teacher must submit it to the Human Resource Division.

F. The teacher must submit verification of 150 clock hours of professional growth at 5-year intervals to the State Commission on Teacher Credentialing in order for his/her credential to be deemed to remain valid.

Section 8. Optional Medicare Coverage

1. The Medicare Option shall be made available to current and eligible Unit members initially hired by the District prior to April 1, 1986. If an eligible Unit member elects this option, he/she and the District shall each pay a 1.45% payroll tax for said coverage. The effective date of this coverage shall be 12/1/91.

2. The parties recognize that final State and Federal approval of the necessary agreements may be as far away as a year to eighteen months following ratification of this Agreement. Accordingly, the parties agree, if necessary, to escrow the deductions and contributions described herein until such time as final approval requires such past and future contributions to be forwarded directly to the Social Security System. The parties agree that any interest accruing to such escrow account shall be applied toward the District's obligation to pay and reimburse PERS for the administrative costs which may periodically be billed to the District. Once any such interest is exhausted in this manner, the District assumes the sole responsibility for payment of such costs.

3. Unit members who are relying on the coverage quarters provided to them by the Federal Government for purposes of making an election under this agreement and who retire prior to the date of final approval of the necessary agreements by the Federal Government do so at their own risk. Neither the District nor the Association assumes any liability or responsibility for any information or calculations pertaining to the number of quarters or any other related information upon which unit members may have relied in deciding whether to elect "Medicare only" coverage.

4. The sole purpose of this Agreement is to afford qualified unit members the opportunity under the enabling legislation to elect whether they wish to have contributions made on their behalf for the purposes of establishing

-125-

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(Article 24)
eligibility of "Medicare only" coverage. This Agreement is not intended and shall not be construed as a guarantee that any unit members electing "Medicare only" coverage shall, in fact, be eligible to receive "Medicare only" benefits.

ARTICLE XXV - EARLY RETIREMENT INCENTIVE PROGRAMS FOR CERTIFICATED EMPLOYEES

Section 1.

A certificated employee voluntarily retiring before the age of 62 may be eligible to contract with the District to render limited educational services as an independent contractor after retirement in accordance with the following provisions:

A. Eligibility for this program shall be limited to employees paid on the District's "Teachers' Salary Schedule" or Psychologists Salary Schedule", and "Child Development Salary Schedule."

B. Participation in this program shall be voluntary on the part of the employee.

C. The employee must have rendered ten (10) years of full-time service in the District in a position requiring certification. The last five years of such service must have been consecutive and immediately prior to retirement.

D. The employee must be at least 55 years of age on the effective date of retirement.

E. After retiring, the former employee, as an independent contractor, shall render educational services at the rate of $182 per eight-hour day for not more than the maximum number of days specified in the schedule below:

<table>
<thead>
<tr>
<th>Fiscal Year of Service Following Retirement</th>
<th>Maximum Number of Days of Contracted Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>30</td>
</tr>
<tr>
<td>Second</td>
<td>25</td>
</tr>
<tr>
<td>Third</td>
<td>20</td>
</tr>
<tr>
<td>Fourth</td>
<td>15</td>
</tr>
<tr>
<td>Fifth</td>
<td>10</td>
</tr>
</tbody>
</table>

F. The services shall be rendered within the field(s) of competency of the contractor, and shall be mutually agreed to by the contractor and the District. Failure to reach mutual
agreement prior to the employee's effective date of retire­ment, or, after retirement, prior to July 1 of each succeeding fiscal year, shall result in the immediate can­cellation of the employee's or former employee's eligibility for participation in the program.

G. The employee shall initially contract to render educational services for a period of one fiscal year. Subject to the provisions of paragraphs "E." and "F." above, the contract shall be renewed annually on a modified basis for a total of five consecutive years or until and including the fiscal year in which the contractor reaches the age of 65, whichever comes first.

H. As a supplement to the compensation specified in paragraph "E." above, the District shall continue, to the end of the last fiscal year of participation in the program, the paid coverage of the contractor and spouse, if any, under the Kaiser or District health, dental, and vision plan(s) in which they were enrolled immediately prior to retirement - except that any subsequent changes in carrier or coverage which apply to regular employees of the District shall also apply to the contractor and spouse.

I. Application for participation in this program shall be made through the Human Resources Division prior to the effective date of retirement and no later than May 1 of the fiscal year preceding the first fiscal year of service under this program.

J. New participants in this program shall be limited to a maximum number to be specified by the Board in a resolution adopted on or before May 15 each year for the following fiscal year.

Section 2.

In the event the number of qualified applicants in a given year exceeds the specified maximum number of new participants, those applicants with the greatest District seniority shall be given priority. When District seniority is equal, the choice shall be made on the basis of the applicant's respective abilities to meet current District needs, as determined by a review panel consisting of the Deputy Superintendent, Associate Superintendent or designees, and Director of Human Resources Division.

Section 3.

The provisions of Administrative Bulletin 8037 shall not apply to contracts entered into under the provisions of this program.
Section 4.

A. Unit members may choose either the provisions listed above or one of the below listed categories. These are benefits that will be paid upon retirement.

Category 1: One-Time Cash Payment (no benefits, no consultant days). Paid to any eligible applicant $15,500.

Category 2: Medical Coverage for Unit Member and Spouse and One-Time Cash Payment (no consultant days).

   A) The District agrees to pay medical coverage as provided for in Article XXV, Section 1., H.

   B) In addition to the provisions of subsection A) of this category, the District agrees to pay the Early Retiree a One-Time Cash Payment of $5,500.

Category 3: Medical Coverage for Unit Member Only and One-Time Cash Payment (no consultant days).

   A) The District agrees to pay medical coverage for the unit member only for a period of five years from the date of the unit member's retirement or until the unit member reaches the age of 65, whichever comes first.

   B) In addition to the provisions of Section A) of this category, the District agrees to pay the unit member $11,250 on a One-Time basis.