

**Executive Summary of the Tentative Agreement Reached
Between OEA and OUSD
June 9, 2013**

This is a summary of the agreements reached in this round of negotiations. For the actual language of the agreements please review the Tentative Agreement on the OEA website: www.oaklandea.org

Term: July 1, 2012-June 30, 2013

Neither OEA nor OUSD proposed changes to the articles below. The terms and conditions of employment governed by these enumerated articles remain unchanged for the duration of this agreement.

Article 4: Non-Discrimination
Article 5: Employer Rights
Article 8: Affirmative Action
Article 16: Committees
Article 18: Organizational Security
Article 19: Savings Provision
Article 20: Concerted Activities
Article 26: Contract Waivers
Article 28: School Site Interventions

Article 3 - Definitions

Article 3.1.4 Principal/Site Administrator

Definition of a Regional Executive Officer (REXO)/Network Executive Officer (NEXO)/Central and Assistant/Associate Superintendent/Central Administrator were added to clarify references in the contract to administrative positions.

NEW 3.1.15

Allows for electronic transmission to be a format for information exchange and request with the following exceptions: 1. Notices of assignment, reassignment, transfer, or consolidation 2. Contractual disciplinary notices 3. Forms required in the evaluation process 4. Responses to grievances 5. PAR assistance plan.

Article 6 -ASSOCIATION RIGHTS

Article 6.1.5

Requires the District to provide OEA information regarding its members in a timely manner and on a monthly basis thereafter.

ARTICLE 11-LEAVES

11.16 Personal Leave

Strengthen language for personal leaves: "leaves shall not be unreasonably denied." If denied, a request for a written explanation shall be provided within 5 days.

ARTICLE 14-GRIEVANCE POLICY Article 14.9. Binding Arbitration

Expedites procedure for selection of arbitrator.

Article 21 - Specialized Services 21.18.4 Substitute Teachers

Allows substitute teachers who qualified for health benefits in the prior year to purchase health benefits their first day of service.

Article 23-Summer School Employment

New 23.8

Improved and clarified selection process for site and program specific summer school programs.

Article 24-Compensation 24.1 Compensation by Fiscal Year

Gives **all** bargaining unit members:

- A one-time, off-schedule payment of 2.35% of base salary (2012-2013 earnings for substitutes, subject to some service requirements)
- A guarantee of 1.5% ongoing salary increase to **all** unit members effective July 1, 2013
- A 0.5% ongoing salary increase to **all** unit members contingent on state funding.

This settlement is for 2012-2013. We will be negotiating for additional compensation increases for the 2013-2014 school year in the next round of bargaining which will begin in the Fall of 2013.

Memoranda of Understanding (MOU)

None of these MOUs create permanent changes to existing terms and conditions of employment. They allow us to explore in greater detail issues of mutual interest with the intent to provide the bargaining teams with information for future bargaining rounds. Joint Committees will meet during the work day or OEA members will be compensated at their per diem rate beyond the work day.

Transitional Kindergarten

This MOU establishes a joint OEA/OUSD study committee to examine best practices regarding transitional kindergarten. The committee shall report back with recommendations regarding potentially negotiable issues i.e.: hours of work, class sizes, and professional development.

Performance Evaluation Pilot

This MOU allows some schools to elect to be part of one of several alternative evaluation programs. A joint OEA/OUSD committee will study information gathered from the pilots and report recommendations to the bargaining teams. Following this report, we will return to negotiations regarding evaluation.

Full Service Community Schools

This MOU creates a joint OEA/OUSD committee that will explore how additional site autonomies may support the development of full service community schools. Areas of potential change identified are: scheduling, instructional methods, professional development, and staffing.

Special Education

This MOU invites OEA Special Education Caucus members and OEA leaders to discuss the re-organization of the Programs for Exceptional Children. This MOU establishes caseload and staffing guidelines with the intent of including firm caps in the next negotiated agreement.

These joint OEA/OUSD committees will provide a vehicle for OEA members to be equal partners in the development of future contractual agreements that may also influence District policy. If this tentative agreement is ratified, we will be looking for members to serve on these committees.

J2

TENTATIVE AGREEMENT J2

1. Neither party has made proposals regarding the articles below, therefore, the parties agree the terms and conditions of employment governed by those enumerated articles shall remain unchanged for the duration of the agreement, except as provided in number 2 below.

- Article 5
- Article 16
- Article 18
- Article 19
- Article 20
- Article 26
- Article 28

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

J3

TENTATIVE AGREEMENT J3

1. Neither party has made proposals regarding the articles below, therefore, the parties agree the terms and conditions of employment governed by those enumerated articles shall remain unchanged for the duration of the agreement, except as provided in number 2 below.

- Article 4
- Article 8

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

TENTATIVE AGREEMENT
BETWEEN
OAKLAND EDUCATION ASSOCIATION
AND
OAKLAND UNIFIED SCHOOL DISTRICT

ARTICLE 3.1.4

Principal/Site Administrator is defined as the management employee who has the responsibility for one or more schools or offices.

Regional Executive Officer (REXO)/Network Executive Officer (NEXO)/Central Administrator is defined as the management employee who has responsibility for one or more site administrators, primarily at school sites.

Assistant/Associate Superintendent/Central Administrator is defined as the management employee who has responsibility for one or more site administrators, primarily at non-school sites.

The foregoing definitions are solely for the purpose of clarifying references in this Agreement to administrative positions and do not preclude or impede the District's exercise of discretion to e.g., alter, reorganize, or re-title, etc. administrative positions. In such event, the District will notify OEA of the "successor" administrative positions which will thereafter be deemed to apply accordingly to this Agreement.

New 3.1.15

Wherever the terms "send," "deliver," "forward", "provide," "notice," "notify," "will make available" or words to similar effect are used in this Agreement regarding the exchange of or request for information, they are deemed to include electronic transmission, except for the following items, which shall also include "hard copy":

- a. Notices of assignment, reassignment, transfer, or consolidation
- b. Contractual disciplinary notices
- c. Forms required in the evaluation process
- d. Responses to grievances
- e. PAR assistance plan

The parties agree to meet and confer from time to time over modifications to the foregoing list.

TENTATIVE AGREEMENT

BETWEEN

OAKLAND EDUCATION ASSOCIATION

AND

OAKLAND UNIFIED SCHOOL DISTRICT

Article 6 Association Rights

Article 6.1.5

The Employer ~~will~~ shall provide to the Association by the end of the second week of September 30 a list of available information including names, and date of hire, assignments, and current contact information: home addresses, telephone number, and email address of all newly hired bargaining unit members teachers ~~prior to September 15~~, including temporary and substitute teachers. A complete list of the above information for all newly hired bargaining unit members shall be provided by September 30. Thereafter, the information will be forwarded on a monthly basis

Kei Swensen 1/22/2013

Kei Swensen Date
Negotiations Chair

Troy Christmas

Troy Christmas Date
Director, Labor Strategy

David De Leeuw 1/22/2013

David De Leeuw Date

Greg Dantis 1/22/13

Greg Dantis Date

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TENTATIVE AGREEMENT
BETWEEN
OAKLAND EDUCATION ASSOCIATION
AND
OAKLAND UNIFIED SCHOOL DISTRICT

11.16 Personal leave

Requests for absence without loss of pay and without cost of substitute deducted for urgent personal business to a maximum of five days each year ~~may be granted~~ shall not be unreasonably denied by the Superintendent or designee. Such requests shall be submitted in advance in writing, except where circumstances make an advance request impossible. If the request is denied, the member may request a written explanation that shall be provided within 5 days.

Kei Swensen 1/8/2013

Kei Swensen Date
Negotiations Chair

David De Leeuw 1/9/2013

David De Leeuw Date

Troy Christmas 1/8/2013

Troy Christmas Date
Director, Labor Strategies

Greg Daffris 1/8/2013

Greg Daffris Date

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TENTATIVE AGREEMENT
 BETWEEN
 OAKLAND EDUCATION ASSOCIATION
 AND
 OAKLAND UNIFIED SCHOOL DISTRICT

Article 14.9.3—replace current language with

~~Each party shall send the other a list of three acceptable arbitrators within five days of the District's receipt of the Association's request for arbitration. The parties will seek agreement on an arbitrator from the list of six arbitrators. If no agreement is reached within twenty days of receipt of this list, the parties will jointly request a list of arbitrators from SMCS and will attempt to reach agreement from this list.~~ The parties shall attempt to seek an agreement on a suitable arbitrator. If no agreement is reached within 10 days of the District's receipt of the Association's request for arbitration, the parties will jointly request a list of arbitrators from the State Mediation and Conciliation Service (SMCS) and will attempt to reach agreement from this list. If the parties are unable to reach such agreement within five (5) days of receipt of the SMCS list, an arbitrator shall be selected as follows:

- The Association will strike one arbitrator from the SMCS list.
- The District will strike one arbitrator from the SMCS list
- The parties will continue alternating strikes in this manner until one arbitrator remains, who then is the selected arbitrator.

The party striking first from the SMCS list shall alternate with each grievance , beginning with the first grievance on which the Association requests arbitration following ratification of this Agreement.

TENTATIVE AGREEMENT BETWEEN
 OAKLAND EDUCATION ASSOCIATION AND
 OAKLAND UNIFIED SCHOOL DISTRICT

21.18.4 Substitute Teachers

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. Substitutes shall be eligible to purchase benefits after their first day of service in a school year immediately following a school year in which they worked at least 45 days.

TENTATIVE AGREEMENT BETWEEN
OAKLAND EDUCATION ASSOCIATION AND
OAKLAND UNIFIED SCHOOL DISTRICT

21.18.4 Substitute Teachers

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Kei Swensen 5/22/2013

Kei Swensen Date
Negotiations Chair

Troy Christmas 5/22/13

Troy Christmas Date
Director, Labor Strategy

David De Leeuw 5/22/2013

David De Leeuw Date

Greg Dannis 5/22/13

Greg Dannis Date

TENTATIVE AGREEMENT BETWEEN
OAKLAND EDUCATION ASSOCIATION AND
OAKLAND UNIFIED SCHOOL DISTRICT

Article 23 - New 23.8

Site or Program-Specific Summer Programs are differentiated from traditional summer school referenced in Article 23.1 by serving specific students from a specific site or within a specific program (e.g. Extended School Year for Programs for Exceptional Children).

Should the District offer Site or Program-Specific Summer Programs, unit members at the participating site or program shall be selected from qualified interested unit members at that participating site or program. The Site Administrator shall select qualified unit member(s) and such members(s) from the participating sites or programs shall be given first priority because of their familiarity with the students and their needs. Qualified unit members from other sites or programs shall be given second priority in filling these positions.

Statement of Interest forms shall be distributed to all unit members at participating sites or programs by April 30th. All positions unfilled by unit members at a site shall be posted District-wide by May 15th.

Unit members shall not be selected for more than two consecutive years unless this is necessary to staff the site or program, or the qualifications for the positions require it. The District shall provide the Association with a list of those selected and the participating sites and programs by the first Friday in June.

A list of qualified unit members and the sites from which they were selected will be provided to the Association by October 31st.

Teachers shall be paid their hourly per diem rate of pay for Site or Program-Specific Summer Programs.

Kei Swensen 3/12/13

Kei Swensen Date
OEA Bargaining Team Co-Chair

Troy Christmas 3/12/13

Troy Christmas Date
District Bargaining Team Co-Chair

Steve Randall 3/12/13

Steve Randall Date
OEA Bargaining Team

Greg Dennis 3/12/13

Greg Dennis Date
District Bargaining Team Co-Chair

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One-Year Term July 1, 2012-June 30, 2013

Article 24: Compensation

- 2.35% one-time off schedule salary adjustment based on 2012-2013 base salary as follows:
 - Except for substitute employees, this applies to unit members who are actively employed as of the date of the Association's ratification of this Agreement.
 - For substitutes, this means 2.35% of salary earned in 2012-2013. This applies to substitute employees who are on the substitute active list as of the date of the Association's ratification of this Agreement and remain on this list through and including September 30, 2013. This is intended to ensure that substitute employees have an active pay record so that the District can make the one-time payment.
- 1.5% ongoing salary increase to all salary schedules and substitute rates effective 11:59pm, June 30, 2013.
- 0.5% ongoing salary increase to all salary schedules and substitute rates effective 11:59pm, June 30, 2013, but contingent on specified increased funding to OUSD (See attached for details).

As amended per this proposal: Evaluation pilots MOU
Full service community schools MOU
Special Education MOU

Except as previously agreed to in signed agreements between the parties, all other terms and conditions remain unchanged.

All agreements, including the Memoranda of Understanding, are subject to ratification by the respective parties.

For the Association:

For the District:

Ken Swenson June 9, 2013
David deLeon June 9, 2013

Joy Christian 6/9/13
Angela J. Penn 6/9/13

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Article 24 - COMPENSATION

Summary of Proposal

The District proposes a combination of 1) one-time and 2) ongoing salary schedule increases (both guaranteed and contingent) as follows:

- A 2.35% one time salary payment in 2012-13;
- 1.5% of which shall automatically become an ongoing increase to all salary schedules and substitute rates effective 11:59 p.m., June 30, 2013; and
- A potential additional 0.5% (for a total 2.0%) ongoing increase to all salary schedules and substitute rates effective 11:59 p.m., June 30, 2013 depending on the actual receipt of ongoing additional revenue for 2013-14 as reflected in the enacted State Budget Act/trailer legislation.

Proposal

Eliminate Article 24.1 (sections 24.1 through and including 24.1.5.1) and replace with the following to provide (renumber contract sections as appropriate):

1. Effective upon ratification of this agreement, unit members shall receive a lump sum, off the schedule salary payment equal to 2.35% percent of their base salary for the 2012-2013 school year, as set forth in Appendix A-1 of the Agreement.
2. One and one-half percent (1.5%) of the one-time salary adjustment set forth in #1 above shall automatically become an ongoing increase to all salary schedules and substitute rates effective 11:59 p.m., June 30, 2013.
3. An additional one-half percent (0.5%), for a total two percent (2.0%) ongoing increase to all salary schedules and substitute rates effective 11:59 p.m., June 30, 2013, shall be provided subject to the following provisions:

Intent

Generally, the intent of these provisions is to provide up to an additional 0.5% ongoing increase to all salary schedules and substitute rates effective 11:59 p.m., June 30, 2013 depending on the receipt of an actual increase in the amount of ongoing unrestricted revenue the District receives from the State of California as a result of the 2013-2014 enacted State Budget Act/ trailer legislation.

Definitions

As used in this Article, an increase in "unrestricted revenue" means:

1. The effective, ongoing unrestricted increase in the Base Revenue Limit (BRL) per ADA (BRL/ADA), as compared to the prior year, actually funded and received by the District.
The 2012-13 OUSD Funded Base Revenue Limit per ADA amount was \$5217.00.

OR

2. If the method of school funding changes from the current BRL approach to the Local Control Funding Formula (LCFF) in the Governor's 2013-2014 May Revise, the ongoing difference between the target funding in seven years and the total 2012-13 Revenue Limit and Categorical funding (referred to as "hold harmless" funding).

^) This definition includes any ongoing increase in the District's unrestricted State revenue outside of the LCFF allocation.

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- B) This definition excludes any additional funding which is designated by law to be expended for specific purposes.

Implementation

1. If the Base Revenue Limit system continues according to Definition 1 above, and the 2013-14 Oakland Unified School District Funded Base Revenue Limit per ADA increases by \$202.00 or more, all salary schedules and the substitute rates will be increased by 0.5% for a total 2.0% increase effective 11:59 p.m., June 30, 2013.
2. If LCFF is enacted according to Definition 2 above:
 - A. Determine the "hold harmless" funding amount for 2012-13.
 - B. If the amount of unrestricted revenue generated by Implementation of the LCFF is at least \$7 million more than the amount of revenue defined in section 2(A) directly above, all salary schedules and the substitute rates will be increased by 0.5% for a total 2.0% increase effective 11:59 p.m., June 30, 2013.
3. If the final 2013-2014 State budget results in a funding system that meets neither Definition 1 nor 2 above, the parties will meet as soon as practicable to negotiate implementation of this Article consistent with the Intent stated above.
4. In any event, the parties will meet after enactment of the 2013-2014 State Budget Act to review the State Budget and its impact on this Article.
5. The attached examples reflect the mutual intent of the parties.

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Base Revenue Limit System

Example 1

2012-13 Funded Base Revenue Limit per ADA	\$5,217.00
2013-14 Funded Base Revenue Limit per ADA	\$5,419.00
Increase	\$ 202.00

An additional 0.5% increase shall be applied to all salary schedules and substitute rates effective 11:59pm, June 30, 2013.

Example 2

2012-13 Funded Base Revenue Limit per ADA	\$5,217.00
2013-14 Funded Base Revenue Limit per ADA	\$5,418.99
Increase	\$ 201.99

An additional 0.5% increase shall not be applied to the 2012-13 Salary Schedule(s) or substitute rates effective 11:59pm, June 30, 2013.

Local Control Funding Formula

Example 1.

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$7,000,000
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

The increase above the 2012-13 Hold Harmless funding is at least \$7,000,000 ongoing and therefore the additional 0.5% increase shall be applied to all salary schedules and substitute rates effective 11:59pm, June 30, 2013.

Example 2

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
Total LCFF Unrestricted Ongoing Revenue	\$187,993,380

An additional 0.5% increase shall not be applied to the 2012-13 Salary Schedule(s) or substitute rates effective 11:59pm, June 30, 2013.

Example 3

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
2013-14 Additional Unrestricted State Revenue	\$1
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

An additional 0.5% increase shall be applied to all salary schedules and substitute rates effective 11:59pm, June 30, 2013.

MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL DISTRICT
Joint Study Committee – Transitional Kindergarten

TK Joint Study Committee

Pursuant to Article 16, the parties agree to establish a Joint Study Committee (JSC) to examine best practices regarding transitional kindergarten. Although the parties will determine their respective committee members per Article 16, the parties share an interest in committee members with direct experience teaching or managing in Early Childhood Education, Kindergarten and/or Transitional Kindergarten. The Committee shall report back to the parties no later than March 1, 2014 with recommendations regarding potentially negotiable issue including but not limited to:

- 1. Hours of Work (including instructional minutes)
- 2. Professional Development
- 3. Class Sizes (including the impact of combination classes)

OEA Joint Study Committee members attending meetings or doing the work directed by the committee shall be provided with release time for any time during the duty day and/or compensated at their per diem rate for any work directed by the committee outside of the duty day.

Kei Swensen 5/22/2013
 Kei Swensen Date
 Negotiations Chair

Troy Christmas 5/22/2013
 Troy Christmas Date
 Director, Labor Strategy

David De Leeuw 5/22/2013
 David De Leeuw Date

Greg Darnis 5/22/13
 Greg Darnis Date

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**MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL
DISTRICT**

Joint Study Committee - Performance Evaluation Pilots

Preamble

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

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

Our Goals

The parties have three goals for this Memorandum of Understanding (MOU):

1. Allow school communities to pilot meaningful changes to our current performance evaluation process to learn how we might improve our ability to provide teachers continuous growth and feedback in order to engage and challenge increasingly diverse students in a rapidly changing world.
2. Structure a process to participate in a pilot that ensures teachers support the pilot and are best positioned to learn from the experience and share their findings.
3. Provide the District and OEA the qualitative and quantitative data to inform the learning experiences of school communities for future improvements to the Performance Evaluation process and creation of career ladders that support teacher contribution, retention and compensation.

Performance Evaluation Pilots

- The District may sponsor up to four (4) Performance Evaluation Pilots for use in the 2013-14 school year. For example there are currently potential pilots based on the work of the Effective Teaching Task Force (ETTF), Urban Teacher Quality Index (UTQI), and School Improvement Grant (SIG) schools and a desire to pilot at least one peer observation model.
- Each Pilot must have a timeline of required meetings and documents that must be followed. Evaluators must follow required timelines in order for the evaluation to be valid.
- Evaluatees have the right to put a response in their personnel file, as under our current system.
- Evaluatees reserve the right to Article 25.4.2.3.
- Each Pilot must document:
 - Performance standards to be used

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- Process by which performance standards will be evaluated and documented
- Process of communication between teachers and evaluator(s)
- Any adjustments in staff time required by the Pilot
- Any site financial resources required by the Pilot
- Guidelines for implementation and site-specific training on the Pilot.
- The District and OEA shall jointly select a set of schools similar to those chosen for the pilot as a "control" group for study.
- Schools must apply to participate in a Pilot by submitting their application directly to the office of the Deputy Superintendent of Instruction, Leadership & Equity-in-Action
- Applications must include:
 - Statement of Interest signed by principal and representative of faculty (e.g. Faculty Council chairperson) indicating reasons for the desire to participate
 - Process used to engage faculty in the collaborative application process
 - Evidence of approval by a minimum of two-thirds of the faculty assigned half time or more to the site/program through secret ballot process conducted by OEA site representative during the 2013-2014 school year.
- If sufficient resources exist, all schools that apply will be able to participate. If sufficient resources do not exist to support all eligible schools that apply, schools will be chosen based on:
 - 1) District ability to support the Pilot's success (e.g. may concentrate by region); and
 - 2) Ability to learn from broad group of schools (e.g. may choose schools with varied student demographics to compare).
- For those schools participating in a Pilot, the Performance Evaluation process in Article 13 shall be waived for the 2013-2014 school year and the Pilot process will be utilized as the official performance evaluation process for classroom teachers. No adverse employment action shall result for permanent unit members solely based on their participation in the pilot.
- Members who are currently participating in the PAR program shall be evaluated using the procedures delineated in Article 13.
- OEA members other than classroom teachers shall continue to follow the process in Article 13.
- Each site using a piloted evaluation system shall provide a training or trainings with evaluators and evaluatees about the implementation of the evaluation system. OEA shall be notified at least one week prior of the time and place of such training/trainings and shall be invited to send one or more representatives.

Pilot Joint Study Committee

- Pursuant to Article 16, the parties agree to establish a Joint Study Committee (JSC) to study the Pilot(s) during the 2013-14 school year.
- Joint Study Committee members attending meetings or doing work directed by the committee shall be provided with release time for any time during the duty day and/or compensated at their per diem rate for any work directed by the committee outside of the duty day.
- The JSC's purpose is to document and discuss findings to inform future improvements to the Performance Evaluation process, but may make recommendations by consensus of JSC members.
- By May 15, 2014 the JSC will develop a preliminary report regarding:
 - What worked, what did not work and what should be studied further

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- Impact of school-specific factors on the usefulness of particular performance evaluation practices
- Feasibility of expanding Pilot(s) to additional schools or entire District
- The parties agree to consider the findings from the JSC Report and discussion with JSC members in future negotiations regarding Performance Evaluation or Peer Assistance (i.e. Articles 13 and 25)

Logistics

- August 1, 2013 – Pilot Description Documents made available to all publicly, to school principals and to OEA.
- August 30, 2013 – Deadline for school communities to apply to Pilot(s).
- September 6, 2013 – Deadline to notify school communities of approved application for Pilot
- September 6, 2013 - Date by which first JSC meeting shall be held. JSC members shall determine the schedule of their meetings.

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

This agreement shall expire June 30, 2014 and shall only be extended by mutual written consent of the parties.

In witness whereof, the parties hereto have executed this agreement effective as of the 9th of June, 2013

For the Association:

For the District:

Ken Simenon June 9, 2013

Jay Christian 6/9/13

David Khan June 9, 2013

Angela Harris 6/9/13

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MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL DISTRICT

Joint Committee to Address Empowering Full Service Community Schools

Preamble

The Oakland Education Association (OEA or Association) and the Oakland Unified School District (OUSD or District) share the goal of quality education in our schools. We are committed, both as organizations and as individuals within those organizations, to strive for a working partnership focused on providing the best possible learning environment for students. We believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs, and a commitment to making that partnership work. We acknowledge that the many challenges facing public education in general and Oakland Unified in particular must be met by our partnership's sustained collective effort.

Our Goals

The parties have three goals for the process outlined in this Memorandum of Understanding (MOU):

1. Reach a set of specific agreements and understandings in the Change Areas identified below that further empower the development of Full Service Community Schools and thereby equitably meet the needs of all students in Oakland.
2. Reach a set of specific agreements and understandings regarding a process to access any flexibilities agreed to in Item 1.
3. Continue to build a strong working partnership between OEA and OUSD.

Change Areas

- **Scheduling.** Individual schools should be provided greater flexibility in their school day and school year calendars to reflect the specific needs of students and the staff that serve them. These must be balanced with the logistics necessary to integrate quality programs across schools and regions.
- **Instructional methods.** Within the context of a coherent strategy across the District, educators and their school communities should be provided greatly flexibility in the delivery of instruction to meet the specific needs of their students. Formative assessment data and summative data and research supported best practices will be essential to this process.
- **Professional development.** It is clear some District-wide professional development may be needed to ensure alignment of efforts across the organization (e.g. Common Core and coordinating specific areas of instruction). In order to allocate adequate time and resources for the specific needs of the school community, a method will be determined to develop the school's professional development plan that aligns to the district's strategic plan and the school site needs as defined by the site plan.
- **Staffing.** There is a need to assess the current staffing practices, budgeting practices, and contractual process with respect to recruiting, staffing, and retaining employees, with the goal of creating and maintaining school community cultures that integrate and acknowledge the unique staffing needs of the school as defined by the school site plan and allowing schools to equitably serve all Oakland students. This shall include, but may not be limited to, the placement of initial hires, voluntary transfers, and displaced staff members at sites.

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Joint Study and Recommendation Committee

- The parties agree to establish one or more joint study and recommendation committees (JSRCs), with representation from their collective bargaining teams to provide specific recommendations for improvement in each of the change areas.
- Consistent with Article 16 of the Collective Bargaining Agreement, an equal number of members shall be appointed by both the District and OEA.
- It is expected that the recommendations will address modifications to District policy, collective-bargaining agreements, resource allocations, training, and monitoring and feedback.
- Recommendations that fall under the scope of representation (Gov. Code 3543.2) will be submitted to the bargaining team of each party for resolution.

Timeline and logistics

- June 30, 2013 -- the parties will identify the members to serve on the JSRC.
- September 1, 2013 -- an initial meeting of the JSRC will be held to clarify expectations and plan how to meet the goals of this MOU.
- October 1, 2013 -- January 15, 2014 -- the JSRC(s) shall meet at least twice monthly to review research, explore best practices, discuss practical alternatives, and develop specific recommendations.
- January 15, 2014 -- written recommendations are provided to the OEA Executive Board, Board of Education and the respective bargaining teams.
- January 15, 2014 -- March 15, 2014 -- the bargaining teams will seek to negotiate an agreement to empower Full Service Community Schools that considers the JSRC recommendations and reflects the collective best thinking in each of the change areas. The agreement will also address the training, support, monitoring and feedback necessary to ensure success.
- March 31, 2014 -- Date by which the parties expect to have a signed agreement.

Other

- The parties acknowledge that the scope of ongoing bargaining will likely be beyond the change areas and that this MOU intends to supplement that bargaining process not replace it.
- Although it is the intent of this MOU to narrow the scope of the JSRC(s), it is understood that the JSRC(s) and the bargaining team may address additional areas that impact the effectiveness of recommendations to the change areas.
- It is expected that the JSRC(s) may visit experts, invite community leaders, conduct surveys and/or tour other districts in their efforts.

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- Joint Study Committee members attending meetings or doing work directed by the committee shall be provided with release time for any time during the duty day and/or compensated at their per diem rate for any work directed by the committee outside of the duty day.

This agreement shall expire June 30, 2014 and shall only be extended by mutual written consent of the parties.

In witness whereof, the parties hereto have executed this agreement effective as of the 9th of June, 2013

For the Association:

For the District:

Kei Brown June 9, 2013

Tracy Armstrong 6/9/13

Daniel Lee June 9, 2013

Gregory Ramin 6/9/13

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**MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL
DISTRICT
Special Education**

The Oakland Education Association (OEA or Association) and the Oakland Unified School District (OUSD or District) share the goal of quality education in our schools particularly for students served by Programs for Exceptional Children (PEC or Special Education). We are committed, both as organizations and as individuals within those organizations, to strive for a working partnership focused on providing the best possible learning environment for students and a rewarding and sustainable work environment for staff.

During the 2012-13 bargaining for a successor agreement between OEA and the District:

- A. The Association sought to partially address unit members' concerns regarding Special Education by proposing to include caseloads and class sizes limits in the Collective Bargaining Agreement;
- B. The District indicated that it was actively engaged in a comprehensive, focused and resourced effort, with the input of unit members and OEA leadership, to restructure the delivery of Special Education services to better serve District students and support teachers and other staff; and
- C. The Association and District identified several shared concerns that could be addressed in the comprehensive effort including internal two-way communication, professional development, organizational structure, staff assignment and turnover, data accuracy and usage, safety and student placements among others.

The purpose of this MOU is to set forth the parties' mutual commitment to specifically address the concerns raised following completion of the effort described in paragraph B above which is scheduled for completion during the 2013-14 school year. The parties agree to meet and negotiate within the context of a successor agreement and use the product generated from this effort to inform their discussions, with a mutual interest in addressing special education caseloads and class sizes in the negotiated Agreement.

As a demonstration of good faith and to provide a structured mechanism to address caseload and class size concerns prior to the completion of the comprehensive effort described in paragraph B above, the District agrees to the following:

- During the 2013-14 fiscal year, the following caseloads/class sizes shall inform and guide the District in its deliberative process of determining allocation of staff:
 - Non-Severely Handicapped= 13-15
 - Severely Handicapped= 10-12
 - Autism= 8-10
 - ED (Counseling Enriched/Day Treatment)= 10-12
- If during the 2013-14 fiscal year, a teacher or other OEA member is requested to maintain a caseload/class size in excess of those indicated above, s/he may request a review of the staffing and student placement associated with the caseload/class size.

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- This review will include the specific JEPs and student needs represented, other staff assigned to support, school or other environment resources, etc.
- A written response with action steps, if any, will be provide to the member within a reasonable time frame, which is not expected to exceed forty-five (45) days under normal circumstances.
- The results of any reviews and written responses during 2013-14 will be provided as input to the comprehensive effort described in paragraph B above.

This agreement shall expire June 30, 2014 and shall only be extended by mutual written consent of the parties.

In witness whereof, the parties hereto have executed this agreement effective as of the 9th of June, 2013.

For the Association:

For the District:

Kei Swann June 9, 2013
Dan Wolke June 9, 2013

Fred Christian 6/9/13
[Signature] 6/9/13