

OEA/OUSD

AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND OAKLAND EDUCATION ASSOCIATION

Representing Teachers and Other Certificated Classifications


For the Period
July 1, 2005 through June 30, 2008

Oakland Unified School District (OUSD)
1025 Second Avenue
Oakland, CA 94606


Oakland Education Association (OEA)
272 E. 12th Street
Oakland, CA 94606
(510) 763-4020
Fax (510) 763-6354

IN WITNESS WHEREOF, the parties have executed this Agreement on the 29th day of January 2007.

FOR THE OEA:


Ben Visnick, President


David De Leeuw, Chair


William Balderston, Executive Board



Relena Ellis, Executive Board


Ward Rountree, Executive Director

FOR THE DISTRICT:


Kimberly A. Statham, State Administrator


Roy A. Combs, General Counsel


Troy Christmas, Director of Labor Management Employee Relations

Bargaining Teams

Oakland Education Association

Ben Visnick, President
David De Leeuw, Chair
Bill Balderston
Relena Ellis
Krista Hayman
Doug Provencio
Julie Palacios
Emelder Roe

Oakland Unified School District

Roy A. Combs, Chair
Troy Christmas
Alan Levinson
Javetta Robinson
Denise Saddler
Kimberly Statham
Sue Woehrle

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ARTICLE 1 - AGREEMENT

1.1 General Provisions

- 1.1.1 This Agreement fully and completely incorporates the understanding of the parties hereto, constitutes the entire agreement between the parties, and supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement.
- 1.1.2 It is agreed that the Employer and Association will support this Agreement for its duration, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent or pursuant to articles contained herein.
- 1.1.3 The Employer shall make no changes in matters affecting salaries, benefits, or working conditions covered by this Agreement without meeting and negotiating with the Association. Nothing contained in the Agreement shall be interpreted or applied to eliminate, reduce, or diminish any bargaining unit member's benefits.
- 1.1.4 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules that are designed to implement this Agreement shall be consistent with the terms of the agreement.

1.2 General Bargaining Provisions

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

1.3 Term of Agreement

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

ARTICLE 2 - RECOGNITION

2.1 Oakland Education Association

- 2.1.1 The Employer hereby recognizes the Oakland Education Association (hereinafter referred to as the Association) as the sole and exclusive bargaining representative for all of the following employee groups:
- 2.1.1.1 All part-time, full-time, temporary, probationary and permanent pre-kindergarten/Early Childhood Education through twelfth (12th) grade teachers.
 - 2.1.1.2 Contracted Adult Education Teachers
 - 2.1.1.3 All Substitute Teachers
 - 2.1.1.4 Teachers on Special Assignment (TSA)
 - 2.1.1.5 Counselors
 - 2.1.1.6 Librarians
 - 2.1.1.7 Nurses
 - 2.1.1.8 Psychologists
 - 2.1.1.9 Interns and Pre-Interns
 - 2.1.1.10 Teachers-in-Charge
 - 2.1.1.11 Speech and Language Pathologists
 - 2.1.1.12 All other certificated classifications not specifically excluded below
- 2.1.2 This contract shall not apply to:
- 2.1.2.1 Adult Education Hourly Teachers
 - 2.1.2.2 Confidential, Management and Supervisory employees as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code.
- 2.1.3 The parties recognize that subcontracting and/or diversion of bargaining unit work shall occur only in unusual circumstances. The Employer agrees such duties or work shall be initially offered to current bargaining unit members and to notify the Association through the Board's legislative agenda of any subcontracting or diversion. In circumstances that may impact the bargaining unit, the Employer will negotiate the decision and implementation upon request of the Association. It shall be the responsibility of the Faculty Council and the site administrator to resolve issues regarding work-space and equipment of unit members.

ARTICLE 3 - DEFINITIONS

3.1 General

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

- 3.1.1 **Superintendent** is defined as the Superintendent or State-appointed Administrator of the District or his/her designee.
- 3.1.2 **Employer** is defined as the Oakland Unified School District (OUSD) sometimes referred to as Board or District.
- 3.1.3 **Association** shall mean the Oakland Education Association (OEA), an affiliate of both the California Teachers Association (CTA) and the National Education Association (NEA).
- 3.1.4 **Principal/Site Administrator** is defined as the management employee who has the responsibility for one or more schools or offices.
- 3.1.5 **Unit Member** is defined as any certificated employee who is included in this bargaining unit and therefore covered by the terms and provisions of the Agreement.
- 3.1.6 **Seniority** shall accrue from the date of the first day of paid probationary service.
- 3.1.7 **Day** is defined as an Employer-scheduled working day, except as otherwise specified herein.
- 3.1.8 **Daily Rate** is defined as a unit member's annual salary plus stipends, divided by the number of contract days of service in a work year.
- 3.1.9 **Hourly Rates** are defined as those rates that are proportional to the daily rate divided by the number of hours in the workday.
- 3.1.10 **Emergency** is defined as an unforeseeable or unanticipated circumstance requiring immediate action.
- 3.1.11 **School Site** is defined as the Employer location where a unit member is assigned to perform duty.
- 3.1.12 **School closure or closed school** is one where no school opens at the same site or where the academic program and CDE code for the academic program operated at the site is changed.
- 3.1.13 **HR Director** is the designee of the Superintendent responsible for individual employee matters. Also may be termed Executive Officer or Assistant/Associate Superintendent of Human Resources.
- 3.1.14 Other definitions are included in the specific article to which they apply except where those terms and provisions indicate otherwise.

ARTICLE 4 - NON-DISCRIMINATION

4.1 General

- 4.1.1 The Employer shall not discriminate against any unit member 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.
- 4.1.2 The Association will admit unit members 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.
- 4.1.3 Unit members shall be entitled to full rights of citizenship.
- 4.1.4 In application or oral interview procedures, the Employer shall not inquire about a candidate's membership in or preference for employee organizations.
- 4.1.5 In its employment practices, the Employer will implement and maintain policies and procedures in accordance with the Americans with Disabilities Act (ADA).

ARTICLE 5 - EMPLOYER RIGHTS

5.1 General

- 5.1.1 The Employer, on its own behalf and on behalf of the electors of the Employer, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, Constitution of the State of California and the Constitution of the United States.
- 5.1.2 The exercise of the powers, rights, authority, duties and responsibilities by the Employer, 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.
- 5.1.3 The Employer 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.
- 5.1.4 The Employer and the Association shall make an effort to assure that the administration of all rules and regulations are reasonable.

ARTICLE 6 - ASSOCIATION RIGHTS

- 6.1.1 The Association shall have use of District facilities when not otherwise required for District business during regular business hours.
- 6.1.2 The Association shall have the right to use of District delivery service and mailboxes for distribution of organizational material. The Association 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.
- 6.1.3 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.
- 6.1.4 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 Employer.
- 6.1.5 The Employer 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.
- 6.1.6 The Employer will provide to the Association on or before 45 days into the new school year, copies on a monthly basis of the forms compiled by the Employer 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.
- 6.1.7 In making additional duty assignments, the Site Administrator shall take into consideration the fact that a unit member has been elected or appointed as an Association Representative and will make every attempt to reduce extra duty responsibilities.
- 6.1.8 The Employer shall provide to the Association as soon as possible and not later than October 15, the names of the unit members by site and by alphabetical order. Such list shall include assignment, home address, telephone number, unless authorized by the individual unit member to be withheld. During the second week of the second semester, a list of new unit members not included in the above list will be provided as above. A fee not less than the cost of preparation will be charged the Association for this service. Such information is required to be confidential.
- 6.1.9 Board rules and regulations and administrative bulletins shall be made available to unit members at the work site upon request.
- 6.1.10 Authorized representatives of the Association shall have the right of access to unit members and areas in which unit members work for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations or assigned employee duties.

- 6.1.11 Authorized representatives of the Association shall notify the administration office at the site immediately upon arrival.
- 6.1.12 After school hours on the first unit member work day Monday of each month shall be reserved for Association organization.
- 6.1.13 The Employer shall make every reasonable effort to promptly provide all requested public information to the Association to fulfill its role as the exclusive bargaining representative.
- 6.1.14 The Association shall have the right to distribute Association materials to all new unit members. The Employer will notify the Association of the date and time of the General Orientation Meeting and upon the Employer's invitation will allow the Association to distribute the Association materials during the meeting.
- 6.1.15 The designated Association Site Representative shall have time for Association reports and business after the close of the school/site faculty meeting.
- 6.1.16 The Employer 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 7 - EMPLOYEE RIGHTS

7.1 General

7.1.1 A unit member shall be entitled to have present an Association representative when being formally reprimanded (a formal reprimand may be reduced to writing). The Employer shall employ a progressive discipline approach where appropriate. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

7.1.2 A unit member shall also be entitled to have present at meetings an Association Representative when the unit member 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 unit member of his/her right to have a representative present. Where the member 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.

7.1.3 A unit member shall not be subjected to discipline, reprimand, reduction in status or demotion without reasonable and just cause.

7.1.4 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 unit member upon request. Such information will be made available to the Association representative if the unit member requests the release of such information in writing.

7.1.5 Each unit member is guaranteed his/her right to professional representation through the Association.

7.1.6 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 21 - Special Services and Specialized Assignments.

7.2 Faculty Council

7.2.1 Faculty Council Purpose

A Faculty Council (FC or Council) shall be established in each school of the District to facilitate communication between the faculty and the school site administration. The FC shall be the site faculty decision-making team. Purposes of the FC are:

7.2.1.1 To provide a means for the faculty to make suggestions and recommendations for improvements related to the operation of the school, to both the principal and the school site leadership groups and to discuss any items of common concern.

7.2.1.2 To provide an opportunity for the school site leadership groups and principal, to present concerns in order to receive reactions and recommendations from the faculty.

- 7.2.1.3 To discuss site-based reform proposals proposed by school site leadership groups, administration or bargaining unit member(s) regarding the delivery of instruction. To bring a proposal which would significantly impact the content and delivery of instruction before the entire faculty for thorough discussion and approval.

7.2.2 Faculty Council Function

It shall be the function of the FC to meet at least monthly in order to identify and discuss any and all problems and issues of common concern related to the program at the school. The FC will also make recommendations on site-based reforms regarding the delivery of instruction. The specific function of the Council shall be to advise and recommend. Additional functions and responsibilities included but are not limited to:

- 7.2.2.1 Elect a FC chairperson.
- 7.2.2.2 Hold regularly scheduled meetings.
- 7.2.2.3 Recommend placement of the staff development days or the equivalent number of hours and the professional development activities for the days when dates are not determined by the Association and/or the Employer (Article 10 - Hours of Work).
- 7.2.2.4 Conduct secret ballot elections when appropriate.
- 7.2.2.5 Appoint or elect a FC representative to the Site-Based Decision Making Team (SBDMT) when appropriate.
- 7.2.2.6 Forward appropriate waiver requests to the Superintendent.
- 7.2.2.7 Forward appropriate waiver requests to the Association.
- 7.2.2.8 Accept the FC agenda items from unit members, which concern instructional issues.
- 7.2.2.9 Work closely with the principals to explore options for reducing or eliminating the need for roving teachers.
- 7.2.2.10 Recommend procedures to ensure staff presence for school site continuity during lunch periods.
- 7.2.2.11 Recommend suggested means to reduce paperwork required of unit members.
- 7.2.2.12 Review any changes in teacher assignments in the final master program.
- 7.2.2.13 Participate in room assignment decisions.
- 7.2.2.14 Make recommendations, along with the site administrator, to the Employer who shall work to ensure that unit members will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.
- 7.2.2.15 Make recommendations about campus security to the Employer in order to provide a secure campus learning environment at each school site.
- 7.2.2.16 Participate when practicable with the Superintendent in decisions to close a school when reasonable assurance of safety to students and unit members do not exist. This may occur in conditions of civil disorder or student unrest.

- 7.2.2.17 Meet with the site administrator 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 site administrator and FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the District Events Safety Council.
- 7.2.2.18 Develop and implement necessary security provisions for night functions that are approved school activities.
- 7.2.2.19 Meet with the site administrator in Early Childhood Education Centers for the purpose of pre-planning and review of the center's after-hours events for questions of student or staff safety.
- 7.2.2.20 Work with the site administrator to resolve issues regarding workspace and equipment of unit members.
- 7.2.3 Faculty Council Election
 - 7.2.3.1 During the month of September of each school year, an Association Representative shall arrange for a secret ballot election of members to serve on the FC.
 - 7.2.3.2 The Council shall consist of a minimum of three (3) unit members and maximum of fifteen (15) unit 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 OEA bargaining unit member employed full-time at the school site shall be eligible for election to the Council.
 - 7.2.3.3 Any part-time OEA bargaining unit member assigned more than one-half time to a particular school shall also be eligible for election to the FC.
 - 7.2.3.4 All Council members shall be nominated and elected by secret ballot at large.
 - 7.2.3.5 Each nominee, regardless of the number of unit members from each grade level (elementary) and each department (secondary), will have his/her name listed on the ballot under the grade level or department or school site determination. The ballot will instruct the faculty to vote for one from each grade level or department.
 - 7.2.3.6 Members shall be elected at-large at adult schools and Early Childhood Education Centers.
- 7.2.4 The members of the Faculty Council shall elect a chairperson and other officials. 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 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.
- 7.2.5 Minutes of the concerns discussed and decisions made by the FC shall be taken at each meeting. When the FC 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 official minutes shall be distributed to:

- 7.2.5.1 Each Faculty Member
- 7.2.5.2 Principal
- 7.2.5.3 Area or Associate Superintendent
- 7.2.5.4 Director of Labor Relations
- 7.2.5.5 Association.

Responsibilities for reproducing and distributing the minutes rest with the Principal and the FC chairperson.

7.2.6 Disputes involving the interpretation and/or application of this provision shall be resolved in the following manner:

7.2.6.1 The Chairperson of the FC shall advise the site manager, Labor Relations and the Association in writing, of the nature of the dispute and of the resolution sought by the members of the council.

7.2.6.2 If the site manager is unable to resolve the dispute within ten (10) working days, the matter shall be referred to the Association/Employer Resolution Committee (RC), consisting of:

- Six (6) members
- Three (3) members appointed by each of the respective parties.

7.2.6.3 The members of the RC shall be:

- The FC Chair or an Association Site Representative;
- The Site Manager or designee;
- An Employer Representative;
- The Association President or designee;
- Member of the Superintendent's Executive Staff;
- Another Association Member or Staff assigned by the Association.

7.2.6.4 The RC shall engage in an open and frank discussion concerning the dispute. The RC shall submit a recommendation to resolve the dispute. This resolution shall be determined by consensus decision-making and sent to the faculty for implementation within ten (10) working days.

7.2.6.5 If the dispute is a violation of this contract, the matter shall be handled in accordance with Article 14 - Grievance Policy.

ARTICLE 8 - AFFIRMATIVE ACTION

8.1 General

- 8.1.1 The Employer shall seek racial, ethnic and gender balance in each Oakland public school consistent with the racial, ethnic and gender composition of the community, consistent with state and federal law.
- 8.1.2 All statistical data gathered or printed by the Employer relative to affirmative action shall be made immediately available to the Association.
- 8.1.3 The Employer shall provide to the Association an annual report for each job classification, the number of applicants designated by ethnicity and gender.

The Employer shall provide to the Association a site by site break down of the number of bargaining unit members by ethnic code and gender.
- 8.1.4 The Association and Employer shall implement a joint “Equal Opportunity Committee” to meet quarterly to review District certificated employment demographic data and make recommendations to improve hiring practices.

8.2 Affirmative Action Committee

- 8.2.1 The Employer's Affirmative Action Committee, composed of bargaining unit members, administrators and the community, shall continue to advise, recommend and monitor the Employer's Affirmative Action Program. The Association shall appoint the bargaining unit members on the Committee. The Committee will monitor the Employer’s Affirmative Action Program as defined in section 44101 of the Education Code.

ARTICLE 9 - ACADEMIC FREEDOM

9.1 General

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.

9.2 Lesson Plans

- 9.2.1 The District will establish requirements for lesson plan contents, and provide them to the Association prior to proceeding with Sections 9.2.2 through 9.2.5 below.
- 9.2.2 The District will draft lesson plan format norms and seek input from the Association prior to finalizing them. The parties may mutually agree to utilize the Consultation Committee (see Section 16.2) to implement this subsection.
- 9.2.3 The District will send out the finalized norms for lesson plan format appropriate to elementary and secondary classes to each school site.
- 9.2.4 The site administrators will work with bargaining unit members to comply with the content requirements and utilize formatting norms. In doing so, the site administrators will take into account the parties' agreement to reduce paperwork (see Section 10.6.4).
- 9.2.5 Site-level issues and concerns about lesson plans will be addressed through the Faculty Council (see Section 7.2).

ARTICLE 10 - HOURS OF WORK

10.1 Work Year

Beginning July 1, 2005 through June 30, 2006, the work year for teachers and nurses shall consist of 180 instructional days and three (3) staff development “buy back” days for a total of 183 duty days. Beginning July 1, 2006 and thereafter, the work year for teachers and nurses shall consist of 180 instructional days, three (3) staff development “buy back” days, two (2) planning days (one at the beginning and one at the end of the school year), and one (1) District day for a total of 186 duty days.

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

Grade Level

- Kindergarten 36,000
- Grades 1-3 50,400
- 4-8 54,000
- 9-12 64,800

- 10.1.1.1 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.

- 10.1.2 Staff Development “Buy Back Days”. Beginning with the 2005-2006 fiscal year, the Association and Employer agree to implement a state funded staff development buy-back program for the duration of this contract as follows:

- 10.1.2.1 Contingent upon funding to the Employer under AB 825 (Education Code section 41500 and associated guidelines) or comparable legislation, the Employer shall provide three (3) staff development days for all unit members and shall increase the work year as defined in Section 10.1 for all unit members. Such days or the equivalent number of hours shall be non-student days and dedicated to professional development activities.

- 10.1.2.2 Leave during one or more of the three (3) staff development buy-back days shall be limited to unit member illness, leave necessitated by the illness of a unit member’s minor children, approved personal leave, or jury duty which cannot be postponed. Use of such leave shall require documentation pursuant to Article 11 - Leaves. Any unit member that takes leave not authorized herein shall be subject to payroll deduction for such unauthorized leave.

- 10.1.3 In Adult Education, the number of instructional days will be determined by the needs of the program and the number of hours contracted between the period of July 1 through June 30 of a given year. The work year of Adult Education unit members shall be the equivalent to a maximum of 183 instructional days and three (3) staff development days, with the understanding that a full-time contract is a maximum of 1,098 instruction hours and 18 staff development hours for a total of 1116 duty hours. Adult Education unit members shall be given written notice of class, subject, site

assignment and a schedule of the teaching days, hours to be worked each day, non-teaching days and planning and prep days by June 8th for the subsequent Adult Education Program year.

- 10.1.3.1 The Site Administrator shall schedule both the teaching and non-teaching days of the certificated staff at his/her site prior to the start of the program year.
- 10.1.3.2 At the request of the Employer, full-time contract Adult Education Teachers and TSAs have the option to work beyond their contract at the Adult Extended Contract Rate. Such requests by the Employer shall be made on an equitable basis.
- 10.1.3.3 Unit members shall be permitted to request specific non-teaching days. Said written request must be submitted to the Site Administrator no later than April 1 of the year prior to the program year.
- 10.1.3.4 The Site Administrator shall consider unit member requests for specific non-teaching days to the extent possible in light of the overall program needs at his/her site.
- 10.1.3.5 Changes in the final schedule of non-teaching days shall be based upon program needs.
- 10.1.3.6 When two or more unit members request the same non-teaching days, seniority plus program needs shall be taken into consideration by the Site Administrator in making his/her decision.
- 10.1.4 Counselors shall work five (5) days prior to the teacher work year and five (5) days after the teacher work year (total of 196 workdays).
- 10.1.5 In Adult Education, counselors shall be assigned according to the number of hours for which they are contracted during a given year, July 1 through June 30.
- 10.1.6 Psychologists shall have a work year ten days longer than the teacher work year.
- 10.1.7 If no calendar agreement for the subsequent school years is reached by March 1, the Association and Employer shall engage in expedited arbitration, and further agree to waive their respective rights to transcripts and post hearing briefing.

10.2 Workday

- 10.2.1 Working hours for members assigned to elementary schools shall be a continuous block of six hours and 45 minutes, including 30-minute duty-free lunch, and for secondary schools, a continuous block of seven hours, including 30-minute duty-free lunch. The working hours shall not commence before 8:00 a.m. nor conclude later than 3:45 p.m.
- 10.2.2 At the secondary level there may be an "A" or "B" period. The "A" or "B" period shall be the same number of minutes as other periods on the site and occur before the beginning of the regular working hours.

Teachers may volunteer to work the "A" or "B" period. The "A" or "B" period shall be determined by program needs.
- 10.2.3 When the location of an employee's assignment changes (transfer or relocation) the site administrator shall provide the employee with one work day for moving 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.

Unit members who are not provided adequate time for moving during normal work hours, and who come in on their own time to move, shall be compensated at their hourly salary schedule rate, up to a maximum of one work day.

- 10.2.4 Normal working hours for psychologists shall be eight hours, including lunch (8:30 a.m.-4:30 p.m.).
- 10.2.5 Normal working hours for Teachers-on-Special Assignment (TSAs) shall be a continuous block of seven hours including a thirty (30) minute duty-free lunch. Teachers-on-Special Assignment, when assigned, shall participate in professional activities and perform professional duties beyond their normal working hours, for a maximum of ten (10) hours per month. Beyond the ten (10) hour maximum, compensation shall be paid at the extra duty hourly rate. (See Appendix 2)
- 10.2.6 It is the policy of the Employer to establish reasonable and appropriate regulations governing compensation of teachers for non-classroom duties assigned by the principal. 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.
- 10.2.7 New employees shall be given consideration, wherever possible, for fewer or less demanding assignments of extra responsibilities.
- 10.2.8 Unit members other than TSAs shall participate in professional activities and perform professional duties beyond their regular workday as assigned by the appropriate administrator to a maximum of five 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.

Such unit members shall have the opportunity to volunteer for such assignments to the site administrator, who shall make the final decision. It is understood that employees shall attend two public meetings during the school year, such as open house, back-to-school night, etc., and in addition, secondary teachers shall attend promotion and graduation exercises.

Faculty and circuit meetings are not covered in this provision (see Section 10.4).

The Employer shall set aside two hours of the five hours per month provided for in this provision for use throughout the school year as appropriate for parent-student-teacher contact.

The Employer, site administration and school site staff shall encourage parents to take advantage of State legislation which permits parents to take unpaid time off to participate in their children's school program, and urge parents to contact teachers and counselors to set up conferences regarding their children's progress in school.

- 10.2.9 Unit members other than TSAs may volunteer for assigned duties beyond the five-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.
- 10.2.10 Teachers shall be in their classes in advance of the first bell for a period of time necessary to begin their instructional program without delay. On days of inclement weather or emergency, teachers of first-period classes must be present in their classrooms for ten minutes prior to the bell, which calls students to the first class.
- 10.2.11 Whenever possible, substitutes shall be provided for all certificated staff assigned to school sites. Unit members should request substitutes for those certificated staff categories where substitutes are provided by the Employer.
- 10.2.11.1 Substitute assignments are to include but not limited to the reasons listed below:
- Employee illness or injury;
 - Participation with certain District Committees;
 - Court appearance; Jury duty;
 - Death of member of immediate family;
 - Emergency illness in immediate family;
 - Religious holidays,;
 - Approved educational meetings and conferences;
 - Participation in the Association negotiating team;
 - Other meeting for purposes of negotiation;
 - Reasons approved by the Superintendent.

Teachers shall have the right to request specific substitutes; these requests shall be honored when feasible. Unit members shall provide necessary lesson plans for substitute employees. In the case of a last minute emergency, unit members shall have available emergency lesson plans for use by substitute employees. Emergency lesson plans shall be available in the unit member's classroom/work area or designated location in the school.

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

After receiving recommendations from the FC, the site administrator will establish procedures to ensure school site continuity.

10.3 Covering Classes for Other Unit Members

- 10.3.1 Elementary Substitute Duty: When teachers agree or are assigned to provide substitute coverage to parts of classes when a regular substitute has not been provided by the District's Human Resources Services and Support, 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 are an insufficient number of volunteers, the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

- 10.3.2 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 are an insufficient number of volunteers, the site administrator will assign a teacher. The assignment will be made on an equitable and rotational basis.

10.4 Faculty Meetings

Teachers shall have the responsibility to attend faculty and 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.

- 10.4.1 Additional emergency faculty meetings may be called by the principal as a result of unforeseeable or unanticipated circumstances, which require immediate action.
- 10.4.2 Teachers may place items concerning instructional issues on the agenda for FC meetings and may request that items be placed on the agenda of faculty meetings.
- 10.4.3 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.
- 10.4.4 Faculty, circuit and department meetings normally begin within ten minutes after the dismissal of students, or soon thereafter as the faculty can be assembled, and do not exceed one hour and fifteen minutes in length.

10.5 Preparation Periods for Elementary Teachers

- 10.5.1 For the duration of this contract, the Employer shall provide each elementary teacher with two (2) 50-minute preparation periods per week of which one (1) preparation period will be scheduled for common preparation and one (1) preparation will be staffed to provide intervention and enhancement opportunities as provided herein. Measure E funds shall be used as a match to ensure the one staffed preparation provided herein. In the event a site does not have sufficient resources to match the Measure E match for one covered prep, Measure E shall ensure the provision of one covered prep. The interventions and enhancement provided herein shall be consistent with Educational Enhancement/Intervention Program (EEIP) and aligned with the Multi-Year Academic Acceleration Plan (MAAP).

- 10.5.1.1 The parties agree upon the District's provision of elementary preparations as actually implemented during the 2005-2006 fiscal year, which shall terminate effective June 30, 2006.
- 10.5.2 The first 30 minutes of each workday shall be a preparation period. Teachers will have rotating morning yard duty during the last ten (10) minutes of each such preparation period. The teacher who has morning yard duty is off duty ten (10) minutes before the end of that workday.
- 10.5.3 All elementary teachers not receiving two preparation periods weekly from the third week of school shall receive compensation for each preparation period at the teacher's per diem rate.
- 10.5.4 The OEA/OUSD Educational Enhancement/Intervention Program (EEIP)
 - 10.5.4.1 The OEA and OUSD mutually recognize the critical importance of a working collaboration between teachers, administrators, school site staff and the community to ensure effective interventions and sound educational enrichment programming for elementary students that goes above and beyond the core program provided by the District. The parties also recognize that all District resources should be maximized, including categorical resources and Measure E, to provide intervention and enrichment programs.
 - 10.5.4.2 The objectives of the EEIP are to:
 - 10.5.4.2.1 Provide educational enhancement opportunities for all elementary students in the District. These enrichment/intervention opportunities shall include but not be limited to art, physical education, music, technology and science.
 - 10.5.4.2.2 Establish and maintain an authentic School Site Council (SSC) process at all schools that ensures teacher participation and representation in addressing and identifying the academic needs of students.
 - 10.5.4.2.3 Establish and maintain a comprehensive approach to implementing effective intervention and enhancement strategies particularly at elementary schools to meet the identified needs of District students and to provide a well-rounded educational experience for elementary students as a building block to future success at the secondary level in the District and beyond.
 - 10.5.4.2.4 Ensure alignment of the EEIP with the school site plan and the site budgeting process at each elementary school.
 - 10.5.4.2.5 Ensure effective alignment with elementary school day schedules
 - 10.5.4.2.6 Create flexibility in program implementation to maximize student achievement and the use of District teachers through supplemental instruction in the Arts, Sciences and Technology.
 - 10.5.4.3 Procedure
 - 10.5.4.3.1 The EEIP shall be used to help provide preparation periods as outlined above.
 - 10.5.4.3.2 The site Faculty Council shall make any recommendation regarding the EEIP program annually (by January 31 of each year) to the SSC.
 - 10.5.4.3.3 Any EEIP recommendation shall be reviewed and evaluated as a part of the regular school site planning process.

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

10.6 General Provisions

Lesson preparation, study, student evaluation, conferences, etc., are to be conducted during those periods of time so scheduled. Teachers shall have the flexibility as to location at the site to perform such functions, provided that such performances do not interfere with their regularly assigned duties and that of others at the site. IEP Conferences will be scheduled during the regular working day, whenever possible.

- 10.6.1 Since double sessions and year-round schools affect the normal duty days, the Employer and Association agree to meet and consult at least one time prior to a Board decision to modify other school sites into either double sessions or year-round schools.
- 10.6.2 If it is determined by either party during consultation that additional year-round schools or double sessions may require negotiations in the areas of wages, hours or working conditions, the parties shall meet and negotiate over the issues prior to the implementation of double sessions or year-round schools.
- 10.6.3 The Employer will provide a daily conference period for all teachers and counselors assigned to secondary schools. The length of the conference period will be the length of the class period.
- 10.6.4 The Employer shall reduce the paperwork required of teachers. The FC should address suggested means to achieve said reductions.
- 10.6.5 Adequate travel time, per move, will be provided to all teachers who move from one work site to another. Such time shall be considered as duty time and shall be exclusive of lunch and preparation time.
- 10.6.6 Special Education Provisions.
 - 10.6.6.1 Each Special Education teacher shall be assigned to a classroom/adequate work area with appropriate privacy and furniture for students, Paraprofessionals
 - 10.6.6.2 This classroom shall include adequate ventilation and secure storage for instructional materials and records.
 - 10.6.6.3 Whenever a Special Day Class (SDC) is placed on a District campus, which includes general education classes, preference shall be given to locating the SDC class in close proximity to age-appropriate general education classes.

This provision shall not be construed in such a way as to result in increased facility costs or to require that classes be placed in rooms which jeopardize the ability to implement and support the IEP's and programs for disabled students.
 - 10.6.6.4 Special Education teachers shall be treated as part of the faculty and shall have the same rights and responsibilities of regular classroom teachers.
 - 10.6.6.5 Special Education teachers shall have, on an equal basis with teachers at the site, access to all school site equipment and instructional material designated for general use by regular classroom teachers.

10.7 Teacher Commitment Program

The “Teacher Commitment Program” shall include special efforts to reach parents/caregivers of students considered to be at risk of “falling through the cracks” in the school system.

- 10.7.1 “At risk” students are to be identified by:
- their attendance;
 - academic performance and/or classroom conduct;
 - academic or citizenship grade below “C”.
- 10.7.2 The Employer shall conduct this program to enable each faculty to:
- Identify “at risk” students by the end of the fourth week of each semester
 - Contact the parents/caregivers of all such students by the end of the sixth week of each semester by letter or phone.
- 10.7.3 The Employer shall enable each teacher to fulfill the following expectations:
- 10.7.3.1 Each elementary teacher shall contact all parents/caregivers of each “at risk” student by letter or telephone and arrange a conference with the parent/caregiver and child.
- 10.7.3.2 Each secondary “homeroom” teacher shall contact parents/caregivers of “at risk” homeroom student by telephone or letter to:
- Alert the parent of problems in the “at risk” homeroom and other classes;
 - Encourage the parents/caregivers to call the appropriate teachers to set up conferences; and,
 - Provide extension numbers and conference periods of the teacher(s) to facilitate contact.
- 10.7.3.3 If a secondary school does not have a “homeroom” in the regular day program, the school shall facilitate a system whereby parent(s) are contacted.
- 10.7.4 The schools shall aggressively publicize Back-to-School Night at the beginning of the School Year in order to inform parents/caregivers in a more timely fashion of the curriculum, student expectations, school, and teacher contact information and report card periods.

10.8 Extended Day Kindergarten

- 10.8.1 Under the auspices of the OEA/OUSD Joint Committee on Extended Day Kindergarten, OEA and the District representatives shall evaluate the Extended Day Kindergarten program annually no later than March 1 to determine the success of the program, as well as adherence to this collective bargaining agreement between OEA and OUSD. Kindergarten teachers shall be afforded the same terms and conditions as other classroom teachers.
- 10.8.2 A school site decision to establish an Extended Day Kindergarten shall be made through a collaborative process that includes teachers, the Faculty Council and the site administrator.

ARTICLE 11 - LEAVES

11.1 General Provisions

The Employer shall provide the leaves set forth in this article and any other leaves mandated by State law to eligible bargaining unit members. The provisions of this Article shall apply only to eligible bargaining unit members.

- 11.1.1 A unit member granted a leave of absence for more than a semester, or more than six (6) months in a twelve (12) month program, shall be placed on the unassigned list.
- 11.1.2 If the position from which the leave was granted has been filled by a substitute or temporary unit member or if the position is vacant, the returning unit member shall have the right to return to that position or a comparable position, provided it is done immediately upon return from leave and within one year.
- 11.1.3 Unit members who are unassigned and/or who are returning from leave shall be given the first opportunity to accept vacancies for which they are qualified.
- 11.1.4 For the purpose of this article, "immediate family" is defined as: Mother, father, grandmother, grandfather, grandchild of employee or spouse of employee, spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother-in-law, father-in-law, brother or sister of employee, guardian or domestic partner, dependents of the employee, other person permanently living in the immediate familial household of the employee.

11.2 Leave of Absence Without Pay

11.2.1 General Provisions

- 11.2.1.1 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.) Unit members shall be allowed to pay premiums in order to continue fringe benefits while on leave.
- 11.2.1.2 A leave of absence without pay may be recommended by the Superintendent to the Board of Education for study, health, maternity or pregnancy, paternity. Adoption or family responsibility, travel, unusual opportunity for professional employment, and/or valid personal reason.
- 11.2.1.3 Except for maternity/paternity/adoption, pregnancy and military leaves, leaves shall be granted only to tenured unit members.
- 11.2.1.4 Leaves for emergency reasons may be requested after deadlines; at least two weeks notice should be given the Superintendent in any case.
- 11.2.1.5 Leaves of absence without pay are granted for a maximum of one year.
- 11.2.1.6 Additional years may be granted in exceptional cases upon request and recommended by the Superintendent. A leave beyond two consecutive years may be granted by the Superintendent when a special benefit is accrued to the Employer.
- 11.2.1.7 Applications for leave shall be filed by March 1, for the following fall semester and November 1, for the following spring semester.

11.2.2 Maternity, Paternity and Adoption Leave

11.2.2.1 A unit member may use up to six (6) days of his/her accumulated sick leave balance in connection with the birth or adoption of a son or daughter. (Also see Section 11.9.9.)

11.2.2.2 In addition to above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members 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 they are disabled.

11.2.3 Professional Growth Leave

A unit member granted a leave for professional growth shall return to duty within 45 days of cessation of such leave. A unit member granted leave of absence under this provision shall present documentation of work equivalent to at least 12 semester units in one year.

11.2.4 Leave for Travel

A leave for travel may be granted for a school year or for one entire semester. (See Article 24 - Compensation regarding credit.)

11.2.5 Leave for Teaching in Another Country

Leaves of absence for teaching in another country may be granted. In granting leaves for teaching in another country, consideration will be given to length of service, teaching record, order of application and type of assignment. Generally, unit members must have had at least five years of service with the Employer

11.2.6 Leave for Public Office

A unit member 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 unit member 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 Employer.

11.2.7 Release Time Provisions for Association Officers

11.2.7.1 The Employer shall grant release time for up to two (2) Association officers. The Association President and any other designated officer shall receive compensation and benefits as though he/she were an employee of the District. The Association shall designate in writing the appropriate placement for each officer on the District's existing certificated teacher salary schedule. (See also Section 24.7.5.)

11.2.7.2 The Association shall reimburse the District for full costs of the Association President and any other designated officer on a quarterly basis.

11.2.7.3 Upon the end of such release time, the unit member(s) shall have the right to be reassigned to his/her former site and, if possible, former position and will

maintain seniority and shall advance on the salary schedule as if the officer had continued to teach.

11.2.7.4 The Association shall maintain workers' compensation coverage for each officer designated under these release time provisions.

11.2.8 Legislative Leave

A permanent unit member 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 unit member may be assigned by the Employer to perform less than full-time services requiring certification qualifications, for mutually agreed upon terms, conditions and compensation.

The classification of the unit member shall not be affected. The unit member 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 unit member not been accorded this absence, provided the return occurs within six months after the term of office expires.

11.2.9 General Leave

Twenty-five (25) full-time general leaves may be granted each year to permanent unit members 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 Early Childhood Education Centers. Adult Education and Early Childhood Education unit members with less than full-time contracts are eligible.

- The leave shall be limited to one school year and shall be non-renewable.
- The leave shall be without pay.
- The request/application for leave must be filed with the understanding that the right to return to the original position is not guaranteed.
- Upon written authorization, this leave shall be granted with the understanding that the right to return to the original position is not guaranteed.
- This leave shall not be granted during an evaluation year or for the year in which a consecutive annual evaluation is scheduled.
- The final determination or selection of applicants shall rest with the Employer.
- This leave may not be used for seeking, attaining, or holding other public school employment or association work.

11.2.10 Family and Medical Leave Act

It is the intent of the Employer to provide leave consistent with the Family and Medical Leave Act of 1993.

11.3 Leave of Absence With Pay

11.3.1 Eligibility

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

11.3.2 Sick Leave

Sick leave accrual shall be based on one (1) day per month of service. Unit members absent because of illness or accident not incurred on duty shall receive full salary during such illness for a period of 10, 11 or 12 days per year. Depending upon the 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 unit member is on unpaid 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, the accumulated sick leave balance shall be reinstated.

Unit members with accumulated sick leave earned in other California public schools shall have said leave credited toward their sick leave accumulation when employed in the District.

11.3.3 Days of sick leave granted a unit member assigned less than full-time shall be in the proportion that the assignment bears to the assignment of a full-time unit member.

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

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

11.3.6 Following an absence of thirty (30) days or more due to illness, the unit member shall submit a statement from the primary physician and/or appropriate specialist indicating the unit member is able to return to normal duties.

If the Employer has good reason to believe the unit member may not be able to carry out his/her duties, it shall so inform the employee of the basis for this belief in writing within ten (10) days of receiving the employee's doctor's statement indicating the employee is able to return to normal duties. The Employer may require an additional verification from a primary physician and/or appropriate specialist or require clearance by an Employer-designated physician, before allowing the unit member to return to active work status. Any required examination by an Employer-designated physician shall be at the Employer's expense. It is the responsibility of the unit member to attend all scheduled appointments. Failure to do so shall result in loss of paid leave status.

If the District requires clearance by a district-designated physician, it shall obtain such clearance within fifteen (15) days of notifying the employee it intends to seek the opinion of a District-designated physician. Failure to meet this timeline shall result in the employee either being returned to work on the 16th day, or be placed on paid administrative leave pending completion of the District-designated physician's medical evaluation.

If the report of this unit member's physician conflicts with the report of the Employer's physician, a third physician who shall be selected from a list of qualified medical examiners obtained from the State Industrial Medical Council. The selected physician shall perform a medical evaluation and make the deciding report.

During the time it takes to resolve the conflicting physicians' reports, and to receive the final report from the third party qualified medical examiner referred to above, the unit member shall remain on fully paid status, and with no further sick leave deduction.

- 11.3.7 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 unit member's sick leave benefits. However, the underlying medical condition must be verified by a doctor's certificate and the occupational leave must be in compliance with provisions of the Workers' Compensation Program.
- 11.3.8 The Employer shall provide each unit member with a monthly statement of the amount of sick leave accrued.
- 11.3.9 The Superintendent may require a unit member 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 unit member's claim for absence. For implementation refer to "Agreement" in Appendix 7.

11.4 **Family Sick Leave**

Unit members shall be entitled to use up to a maximum of one-half of their annual entitlement to sick leave to attend to an illness of a child, child of a domestic partner, parent, spouse or domestic partner of the unit member. Unit members shall comply with the procedures governing the use of sick leave set forth in the contract and shall indicate on the leave form that the employee is using "Family Sick Leave." This entitlement does not extend the maximum period of leave to which a unit member is entitled under the Family Medical Leave Act or the California Family Leave Act.

11.5 **Extended Sick Leave**

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 a unit member from performing his/her normal duties after regular sick leave has been exhausted.

- 11.5.1 Unit members may use their accumulated sick leave for any illness. When a unit member has used all his/her accumulated sick leave, and remains absent, the unit member is entitled to one hundred (100) days of Extended Sick Leave per year.

- 11.5.1.1 The unit member shall receive his/her regular salary, minus the cost of a substitute to fill the position, for a period extending no longer than five continuous school months.
- 11.5.1.2 Substitute costs shall be deducted based on the daily or long term rate only as applicable.
- 11.5.2 Extended Sick Leave shall be appropriately prorated for part-time unit members.
- 11.5.3 A unit member who has exhausted all Sick Leave and Extended Sick Leave for which he/she is eligible, and is unable to fully perform his/her contractual duties, shall be entitled to remain on unpaid leave for the rest of that school year. Or, the unit member may apply for the STRS Disability Allowance, the OUSD Disability Plan, or Catastrophic Leave where eligible and applicable.
- 11.5.4 Return to duty is dependent upon the physician's statement of recovery and clearance by an Employer-designated physician. (See Section 11.3.6)

11.6 Catastrophic Leave

A bargaining unit member who is eligible for Extended Sick Leave may apply for and receive Catastrophic Leave if he/she previously donated sick leave credit to the Bank. Such use shall be pursuant to the following provisions:

- 11.6.1 The unit member shall have suffered a 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.
- 11.6.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, personal leave, extended sick leave, and any other paid time.
- 11.6.3 If the unit member's status with the Employer is such that the unit member is not eligible for Extended Sick Leave, then the Employer shall not accept a donation and the unit member shall not be eligible to become a participant in the Catastrophic Leave Program.
- 11.6.4 To join the Catastrophic Leave Program, unit members must have at least twenty (20) days of accrued sick leave remaining after donating to the Bank.
- 11.6.5 Catastrophic Leave may not be used for an illness or disability, which qualifies the unit member for Workers' Compensation benefits.
- 11.6.6 A Joint Association Employer committee comprised of two representatives and an alternate of each party must determine and certify that the unit member is eligible for Catastrophic Leave in accordance with 11.6.1 and is unable to work due to the severity of that personal 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 Employer. The Association representatives shall be participants in the Catastrophic Leave Bank.
- 11.6.7 The Joint Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank (Reserve), verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and the Employer.

- 11.6.8 Catastrophic Leave credits may be used only for the remainder of the school year in which the extended sick leave is exhausted, plus the remainder of the following school year but in no event longer than twelve (12) consecutive calendar months following the start of the catastrophic leave.
- 11.6.9 No unit member may utilize any Catastrophic Sick Leave benefit unless he/she has previously donated sick leave credit to the Reserve. 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. Sick leave and extended sick leave must be exhausted before said utilization.
- 11.6.10 All procedures for requesting Catastrophic Leave, and donating said leave credits shall be established by the Joint Committee provided for in Section 11.6.6 above. The Joint committee shall make recommendations for continuation or termination of the Catastrophic Leave Bank to the Employer and the Association based on number of credits donated in a year, use of benefits by unit members and credits remaining in the Bank.
- 11.6.11 Catastrophic Leave may begin upon the exhaustion of the statutory period of earned and accumulated sick leave and extended sick leave benefits, depending on the unit member's request and the Joint Committee's decision. The Employer shall continue all fringe benefit contributions.
- 11.6.12 The annual period for donating sick leave credits shall be September 1, through October 31, of each school year.
- 11.6.13 Transfers of eligible leave credits are irrevocable, and shall be donated and utilized in not less than half-day increments.
- 11.6.14 A unit member on Catastrophic Leave shall not accrue any other Employer-paid leave.
- 11.6.15 The Employer 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.
- 11.6.16 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.
- 11.6.17 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.
- 11.6.18 The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article 14 - Grievance Policy of this Agreement.
- 11.6.19 If and when this Catastrophic Leave provision is terminated by mutual agreement between the Employee and the Association, any unused sick leave credits in the Catastrophic Leave Bank shall be returned on a proportionate basis to enrollees currently employed by the District who did not utilize Catastrophic Leave benefits.

11.7 Occupational Leave

- 11.7.1 Unit members, 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 verified shall be charged against unit members' sick leave or other leave as appropriate.
- 11.7.2 Eligible unit members shall be granted Occupational Leave subject to the following conditions:
 - 11.7.2.1 Allowable Occupational Leave shall not exceed sixty (60) working days for the same accident.
 - 11.7.2.2 Allowable leave shall not be cumulative from year to year.
 - 11.7.2.3 Occupational Leave shall commence on the first day of absence and continue for a period certified by the physician that the unit member is disabled because of the work-related injury or illness, or for a maximum of sixty (60) working days, whichever occurs first.
 - 11.7.2.4 Payment for wages lost on any day shall not, when added to a benefit granted the unit member under the Workers' Compensation Program, exceed the normal wage of the day.
 - 11.7.2.5 Occupational Leave shall be reduced by one day for each day of absence, regardless of compensation award made under the Workers' Compensation Program.
 - 11.7.2.6 When an industrial accident or illness occurs at a time when the full 60 days overlap into the next fiscal year, the unit member shall be entitled, for the same illness or injury, only the amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 11.7.2.7 When entitlement to Occupational Leave has been exhausted, entitlement to other sick leave will be used. However, if the unit member 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.
 - 11.7.2.8 Periods of absence for Occupational Leave shall not be considered a discontinuation in service of the unit member.
 - 11.7.2.9 Unit members on Occupational Leave shall endorse to the Employer any wage loss benefit checks received under Workers' Compensation Program. The Employer, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
 - 11.7.2.10 Absences paid under the Occupational Leave policy including certain childhood communicable diseases deemed to be work connected, and which causes doctor imposed quarantine, are not charged to a unit member's sick leave benefits; if verified by a doctor's certificate and in compliance with provisions in the Workers' Compensation Program.

11.8 Other Absences Chargeable to Sick Leave

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

- 11.8.1 Death of a member of a unit member's immediate family when additional leave is required beyond that provided in funeral leave.
- 11.8.2 An accident involving a unit member's person or property or the person or property of a member of the immediate family.
- 11.8.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness, under subpoena or any order made with jurisdiction.
- 11.8.4 Appearance in court or before an administrative tribunal as an interested party with direct involvement.
- 11.8.5 An emergency caused by an illness of a member of the unit member's immediate family that requires the unit member's absence from work.
- 11.8.6 Emergency delay in travel.

11.9 Pregnancy Disability

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

- 11.9.1 A letter from the unit member's physician verifying pregnancy and approximate delivery date shall be filed in the Human Resources Services and Support Office.
- 11.9.2 The unit member shall have her physician verify the period of time he/she is disabled and cannot perform the functions of his/her assignment. A unit member may use sick leave; or when exhausted, Extended Sick Leave or vacation (non-scheduled days) where applicable, during the period stated.
- 11.9.3 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.
- 11.9.4 At any time a unit member is absent as a result of her physical disability arising out of her pregnancy, the Employer at its expense may request a doctor's verification of her inability to render service to the Employer.
- 11.9.5 In order to use sick leave for pregnancy disability, the unit member must have been actually rendering paid service to the Employer and not on unpaid leave immediately preceding the disability.
- 11.9.6 A unit member 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 Employer.
- 11.9.7 Upon returning to duty, the unit member shall provide a doctor's verification that she is physically able to render full and complete service to the Employer.
- 11.9.8 During this period of leave, the Employer's contributions to cover fringe benefits for health, dental, vision care, and life insurance shall continue for unit members.
- 11.9.9 In addition to the above, a unit member may use up to six days of his/her accumulated sick leave balance in connection with the birth or adoption of a child (also see 11.2.2).

11.10 Military Leave

The Employer shall abide by the provisions of Education Code Section 44800, Military and Veteran's Code Section 389, 394, 395, 395.01 through 395.08, 395.1 through 395.9, and all other applicable state and federal laws.

11.10.1 Active Duty:

11.10.1.1 Any unit member ordered to Active military duty (Active Duty) shall be granted military leave with pay for the first 30 calendar days of ordered military duty. The unit member requesting such leave shall submit official verification requiring the military duty.

11.10.1.2 Following the first 30 calendar days, any unit member in the service of the Employer at least one year prior to the date on which s/he is called to active duty, shall be entitled to an additional five (5) calendar months of partial salary representing the difference between the employee's regular District salary and the employee's military salary. The employee is required to submit proof of the military salary s/he received for each month claimed.

11.10.2 Military Training Duty:

11.10.2.1 Any unit member in the service of the Employer for at least one year who is ordered to participate in military training duty (temporary military duty) shall be granted military leave with pay for the first 30 calendar days of such training duty. Any unit member in the service of the Employer for less than one year who is ordered to participate in military training duty shall be granted an unpaid leave of absence for the duration of the ordered-military training period. A unit member requesting leave (paid or unpaid) for military training shall submit official verification requiring the training duty.

11.10.2.2 A unit member working less than a twelve-month schedule is requested to arrange for military training duty to be scheduled during school vacation periods whenever possible. A claim of extenuating circumstances necessitating training duty during other periods shall be referred to the Superintendent or the Superintendent's designee for a decision.

11.10.2.3 Military Leave with pay as stated above shall only be provided during the work year as defined in the Agreement. An employee is not entitled to Military Leave with pay during periods outside the work year when the employee would not otherwise be compensated by the Employer.

11.10.2.4 Following the receipt of Military Leave with pay under this article, and during any period outside the work year, the employee is entitled to Military Leave without pay for the remainder of such ordered military service.

11.11 Funeral Leave

11.11.1 For each death which occurs in the immediate family of the unit member, the unit member 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.

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

11.12 **Jury Duty**

Employees shall be granted leave for jury duty. To receive salary from the Employer, the unit member shall submit a 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.

11.13 **Emergency Leave**

The Superintendent is authorized to excuse unit members from regular work for emergency reasons for periods of an hour or less without loss of salary. Unit members may be excused for longer periods of time provided there is no cost to the Employer.

An emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.

11.14 **Sabbatical Leave**

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

- 11.14.1 The grant shall be on condition that the unit member agrees in writing to render a period of service to the Employer following return from the leave that equals twice the period of the leave.
- 11.14.2 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 begun and completed within a three-year period.
- 11.14.3 A permanent unit member may be granted one sabbatical leave in each seven-year period.
- 11.14.4 Compensation shall be paid to the unit member, while on leave, in the same manner as if the unit member were teaching in the District, provided the unit member furnish a suitable bond indemnifying the governing board of the Employer against loss, in the event the unit member fails to render the agreed period of service in the employ of the District following the return of the unit member from the leave.
- 11.14.5 Should a unit member 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. The amount of time not served bears the total amount of time upon which agreement was reached.
- 11.14.6 The maximum number of sabbatical leaves granted each year to unit members shall be eighteen. The unit member 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 to Early Childhood Education (ECE) unit members.

11.15 Leave for Educational Meetings and Conferences

- 11.15.1 Depending upon resources budgeted for this purpose and with the prior approval of the Superintendent, unit members (including the Adult Education and Early Childhood Education) 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 Employer.
- 11.15.2 Unit members who are not official representatives of the District but who seek professional improvement, may upon approval, which shall not be unreasonably withheld, be allowed to attend recognized educational meetings and conferences with no loss of salary and in some instances, compensation for expenses. Unit members on an unpaid status are not eligible for these leaves.

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 by the Superintendent. Such requests shall be submitted in advance in writing, except where circumstances make an advance request impossible.

- 11.16.1 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.
- 11.16.2 Any unused personal leave days shall be converted to accumulated sick leave at the end of each school year.

ARTICLE 12 - ASSIGNMENT/TRANSFER/VACANCY/CONSOLIDATION POLICY

12.1 Definitions

Assignment: A position at a school or work site.

Consolidation: Reduction in the number of bargaining unit members at a given site or in a particular department or grade level of such a site.

Position Description: A description of a vacancy, which includes information such as specialized training and/or experience requirements and other site-specific needs.

Position List: A list of certificated vacancies which identifies the site, location, job title, grade level or subject area designation and credential requirements.

Reassignment: A change of a bargaining unit member's position within a school or site. Reassignment is not considered a transfer.

Seniority Date: The unit member's first date of paid probationary service.

Temporary Contract: Contract of employment for a specific period of time not to exceed one year.

Transfer: Change from one site or work location to another within the district.

Employer-Initiated Transfer: Change in a unit member's site or work location initiated by the principal/site administrator and/or other administrators.

Employee-Initiated Transfer: Change in a unit member's site or work location, initiated by the unit member.

Vacancy: An authorized position that does not have a unit member, other than a substitute, assigned to it.

12.2 Vacancies

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

12.2.2 Vacancies for the Subsequent School Year

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

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

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

12.2.2.3 Unit members who have submitted Requests for Transfer will receive written or electronic notification of selection or non-selection. The non-selected candidate

shall be given the reason(s) for non-selection in writing. The non-selected candidate may arrange a conference within five (5) days from the notice with the Human Resources Director or designee. (See Section 12.5.)

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

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

12.2.3 Vacancies Occurring During The School Year

12.2.3.1 Unit members who are unassigned because of consolidations, employer-initiated transfers and/or who are returning from leaves shall be given the first opportunity to accept vacancies for which they are qualified.

12.2.3.2 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 positions.

12.2.3.2.1 In no case shall the Employer hire an applicant with only an emergency credential until all applicants with preliminary or clear credentials have been considered.

12.2.3.2.2 The Employer will indicate on the monthly listing of new hires provided to the Association those unit members hired with emergency credentials, intern credentials, and/or preliminary or clear credentials.

12.2.3.3 Vacancies occurring after the start of the school year, except in Adult Education or Early Childhood Education, may be filled for the remainder of the school year at the direction of the Superintendent or designee. The vacancy shall subsequently be posted according to the procedures in this Article and shall be filled effective with the start of the succeeding school year.

12.2.3.4 Positions of unit members on leave for one (1) semester or less shall not be considered vacancies. In the event that the unit member extends his/her leave beyond one (1) semester, does not return, or chooses another assignment, the unit member's former position shall be declared vacant and shall be filled in accordance with this Article.

12.2.3.5 Positions of bargaining unit members serving as Consulting Teachers in the PAR program shall not be considered vacancies. The Consulting Teacher is considered on leave to a categorically funded program from his/her regular assignment. (See Article 25 - PAR Program.)

12.2.3.6 Position descriptions shall include the following statements: "The Employer does not discriminate in employment on the basis of age, creed, gender, race, ethnic background, marital status, sexual orientation, national origin or disability."

The Employer 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; and the Americans with Disabilities Act, 1990.)

12.3 Application Procedures

- 12.3.1 Applications shall be available at District sites, the Administration Building on-line and provided to the Oakland Education Association. The parties encourage all unit members to file applications using the electronic process.

12.4 Assignment Factors

- 12.4.1 The principal of each school site, site selection team, and heads of central office divisions requesting teacher personnel shall supply the Human Resources Services and Support with the basic data upon which to determine the eligibility of a candidate for a position on the basis of the following assignment factors:

- Possession of the appropriate California Teaching credential;
- Qualifications and Experiences;

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

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

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

12.5 Transfers

12.5.1 General Provisions

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

- 12.5.1.2 Assignment changes for elementary school instrumental music instructors, EEIP teachers, special education teachers, speech and language pathologists, nurses and psychologists are not considered transfers in that such assignments are subject to change because of fluctuations in enrollment and program requirements.

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

12.6 Employee-Initiated Transfer (Voluntary)

- 12.6.1 The Employer and the Association share an interest in facilitating placement of unit members in school programs for which there is a match between unit member desire and program need. For this reason, employee initiated transfers shall be granted upon

the approval of Human Resources Services and Support (HRSS). Unit members may submit a request for transfer to HRSS.

12.6.2 In making a transfer, the convenience and the wishes of the unit member shall be given strong consideration. After the unit member has applied for a transfer, he/she shall be given the Position List referenced in Section 12.1. Upon reviewing the Position List, the unit member shall select, in order of preference, up to his or her first five (5) choices. If more than one unit member selects a position, the unit member with the most seniority shall have first preference.

12.6.3 Process

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

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

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

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

12.6.3.5 All transfer requests received by the Human Resources Services and Support by the last working day of February shall be acknowledged, either electronically or in writing confirming the sites(s), grade level and subject area, school schedule to which the unit member would like to transfer.

12.6.3.6 Corrections must be submitted within ten (10) days of the date of the acknowledgement to the Human Resources Services and Support.

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

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

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

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

12.7 Employer-Initiated Transfer (Involuntary)

12.7.1 If the principal/site administrator and/or other administrators initiate a transfer, the administrator shall arrange a conference with the unit member to discuss the reasons

- a transfer is being proposed. Prior to the conference, the unit member will be notified in writing that he/she may elect to have an Association Representative present at the conference. An Association Representative shall receive a copy of the notice. The unit member may propose alternatives to the transfer at the conference or in writing within five (5) days after the conference. At the conference, the unit member shall be provided the Position List referenced in Section 12.1. If, at the conclusion of the conference, it is determined that a transfer is desirable, the Employer may proceed with the transfer and shall provide a copy of the transfer request to the unit member and the Association listing the reasons for the transfer.
- 12.7.2 The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. The Unit member's preference shall be honored unless there is a conflict with the assignment factors previously enumerated in this Article.
- 12.7.3 Except in cases of immediate need or emergency, unit members shall be given notice of employer-initiated 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.
- 12.7.4 A unit member subject to transfer under this section may appeal the transfer as follows:
- 12.7.4.1 Within five (5) business days from written notice of the decision, a notice of appeal must be delivered to Human Resources Services and Support.
- 12.7.4.2 Within five (5) business days of such notice, a Joint Appeals Panel (Panel) shall be convened and will consist of two (2) members selected by the Association and two (2) members selected by the District. The Panel shall review and consider all pertinent facts prior to rendering its decision.
- 12.7.4.3 The Panel shall render its decision within five (5) business days. If no decision is rendered within five (5) business days, or the unit member and Association dispute the decision, the Association on behalf of the unit member may appeal the decision of the Panel to expedited arbitration.
- 12.7.4.4 If the Association proceeds to arbitration, it shall notify the District in writing within five (5) business days. Within five (5) business days of such notification, representatives of the District and the Association shall select a mutually acceptable arbitrator. The selection of the arbitrator shall proceed under the mutual strike method from a list of arbitrators provided by State Mediation and Conciliation Services.
- 12.7.4.5 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. Any award of the arbitrator shall be binding on the grievant, the Association and the District. The arbitrator and arbitration proceeding shall otherwise be subject to the scope of authority and conditions enumerated in Section 14.9.5 and Section 14.9.6.
- 12.7.4.6 The Employer shall have the same duty to defend and indemnify Joint Panel members participating in the appeals process who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810 et seq., of the Government Code.

- 12.7.4.7 Functions performed by teacher Joint Panel members pursuant to the appeals process shall not constitute either management or supervisory functions as defined by subdivision and of section 3540.1 of the Government Code.
- 12.7.4.8 The Human Resources Services and Support shall immediately notify the unit member in writing of the new assignment.
- 12.7.5 Employer-initiated transfers shall not be initiated for reasons of a punitive or disciplinary nature, but rather to address specific program needs of the Employer as they relate to the specific unit member.
- 12.7.6 Unit members transferred under this section shall not be subject to another transfer for two (2) work years (the first year following the transfer and the subsequent year).

12.8 Consolidations

- 12.8.1 Prior to the initiation of this consolidation procedure, site administrators shall discuss employee-initiated transfer options with the affected staff members.
- 12.8.2 A consolidation is defined as a reduction in the number of unit members at a given site or in a particular department or grade level of such a site. 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 unit member assignments.
- 12.8.3 Factors to be considered in selecting a unit member to be consolidated are:
 - Credential and legal qualifications
- 12.8.3.1 All the above factors being equal, seniority in the District shall be given preference.
- 12.8.3.2 In addition, at the secondary level, major/minor fields and highly specialized skills relating to the subject area shall be considered.
- 12.8.4 Before any consolidation actually takes place, the principal/site administrator shall discuss in detail with the unit member, 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. (Appendix 15 (F1))
- 12.8.5 The unit member to be consolidated may request an appointment to be granted within ten (10) school days, with the Director of Human Resources or designee to discuss all known vacancies and any possible future vacancies.
- 12.8.6 School site consolidations will be effected as early in the school year as possible.
 - 12.8.6.1 First Semester: Written notification to affected unit members of possible consolidation shall be given by October 1. By the date of the end of the first marking period for secondary schools, all school site classroom consolidations, including traditional elementary schools, shall be completed.
 - 12.8.6.2 Second Semester: Written notification of possible consolidation shall be given by the first Friday in January. The final consolidation plan for the second semester for all schools shall be completed no later than the second Friday in January.

- 12.8.6.2.1 Consolidations in Early Childhood Education Centers shall be made by the last duty day in January or on the last duty day in June.
 - 12.8.6.2.2 Consolidations in year-round schools shall not occur until fifteen (15) school days after the start of the last track.
 - 12.8.7 Non-classroom consolidations may take place at any time during the school year.
 - 12.8.7.1 The Employer will determine the necessity of a consolidation.
 - 12.8.7.2 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.
 - 12.8.8 Unit members to be reassigned because of consolidation of their positions shall be given the first opportunity to accept current vacancies for which they are qualified.
 - 12.8.9 The Executive Officer of Human Resources or designee shall notify the unit member 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 new site administrator.
 - 12.8.10 Consolidated unit members shall have the option of returning to the school from which they were consolidated if an equivalent position for which the unit member is qualified and credentialed becomes available. The Executive Officer of Human Resources Services and Support or designee shall notify such unit members of this option if said position is available.
 - 12.8.11 Unit members 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.
 - 12.8.12 The Employer will provide information to the Association prior to consolidations. Such information will include the sites where consolidations will take place, and any other pertinent information, which may be available.
- 12.9 Transfer/Consolidation Due To School Closure/Replacement**
- 12.9.1 Unit members according to their seniority will have the option of being assigned to schools to which students from the closed school have been placed if positions are created due to the attendance of students from the closed school.
 - 12.9.2 In the event all unit members cannot follow the students from the school due to changes in enrollment, the assignment factors (contained in Section 12.4) will determine unit member assignment. (See Section 12.8.3.) However, if students from the closed school go to a "New School" (as defined in Article 27 - New Schools) on the same site, unit members will receive first consideration to join the New School. First consideration shall mean the right to be considered for placement at the New School prior to any other unit member or external applicant.
 - 12.9.3 New Schools shall develop a process for written statements of interest for first consideration that maintains some common elements, but which may have elements unique to the particular New School.
 - 12.9.4 Should the unit member not exercise this option, he/she will select a position from the Position List referenced in 12.1, the list to be presented to the unit member before the

end of the current school year. If more than one unit member selects a position, the unit member with the most seniority shall have first preference.

- 12.9.4.1 If closure is based on inability to use the facility, when the facility is rebuilt, all unit members who were in the original school shall have first opportunity to be assigned to the new facility. If more unit members desire to return than there are positions available, the assignment factors shall be considered.
- 12.9.4.2 After the unit members in the original school have had an opportunity to be assigned to the new facility, if vacancies still remain, then procedures for filling a vacancy under this Article shall be followed.
- 12.9.5 Unit members assigned to a school prior to grade reconfiguration (grade level changes) shall have the option of remaining at the school after reconfiguration. An exception would be allowed if the unit members do not have the credential required for the new grade level configuration.
 - 12.9.5.1 In the event that all the unit members cannot remain after the reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated.
 - 12.9.5.2 Unit members who wish to follow their students to another school, due to enrollment shifts required by reconfiguration, shall be granted the opportunity to do so, in accordance with the assignment factors. However, if students from the reconfiguring school go to a "New School", unit members will receive first consideration to join the New School.
 - 12.9.5.3 Unit members 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.
- 12.9.6 Should the unit member not exercise the option to be considered or not be selected for a position in the New School, he/she may select a position from the Position List referenced in Section 12.1, unless such selection conflicts with the assignment factors (contained in Section 12.4). The Position List will be presented to the unit member before the end of the current school year. The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. If more than one unit member selects the same position, the unit member with the most seniority shall have preference.
- 12.9.7 A unit member not selected for a position in the New School under this section may appeal the decision pursuant to the appeal procedures enumerated in Section 12.7.4 above.

12.10 Classroom Teacher Assignment

- 12.10.1 Classroom teachers shall be given written notice of his/her tentative assignment for the following school year no later than the first Friday in June. Such tentative assignment shall include tentative grade, class, subject, and room assignment.
 - 12.10.1.1 The principal shall have an individual conference with the teacher, regarding his/her assignment in the event of changes.
 - 12.10.1.2 Changes in assignment shall be made on a voluntary basis whenever possible and must be in writing.

- 12.10.1.3 The elementary school draft grade level teacher assignments and the secondary school draft master programs including teacher assignments, shall be completed with input from the Faculty Council and all interested staff by May 31st. The Faculty Council at each high school and middle school shall receive a copy of the draft Master Schedule by June 1st and shall provide any recommendations regarding the draft Master Schedule not later than June 5th.
- 12.10.1.4 Should it be necessary to change the assignment during the summer or Intersession, the unit member shall be notified in writing at his/her address of record by the school administrator/designee. Written notification shall be made to an alternative location if requested by the unit member. Subsequently any changes in the grade level or final master program shall be reviewed with the Faculty Council.
- 12.10.1.5 Room assignment decisions shall be made in consultation with the Faculty Council. Necessary changes in room assignments, which occur during the summer or intersession, shall subsequently be discussed with the Faculty Council.
- 12.10.1.6 If a teacher is reassigned to another grade level or subject area, that teacher shall not be assigned another grade level or subject area for at least two (2) years, unless by mutual agreement.
- 12.10.2 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 classroom teachers shall be limited to official enrollees in one class. For secondary teachers, the preparations shall be limited to two.
 - 12.10.2.1 For secondary teachers, preparations shall be determined as follows:
 - 12.10.2.1.1 A secondary teacher who teaches a core class to a single grade level, and another separate single class, will be deemed to have 2 preparations.
 - 12.10.2.1.2 Multiple grade levels in a single class for a single subject will be counted as one preparation.
 - 12.10.2.1.3 Music and Art teachers at all levels are deemed to have 2 preparations.
 - 12.10.2.1.4 Teaching different levels of ELD, PE, or sheltered courses does not count as different preparations.
 - 12.10.2.1.5 A sheltered class taught as part of a regular course (e.g. Sheltered Algebra I and Algebra I) will count as a single preparation.
 - 12.10.2.1.6 Any preparation that results in a unit member being paid a stipend is not deemed a preparation.
 - 12.10.2.1.7 The list above is illustrative, not exhaustive.
 - 12.10.2.2 If there are no exigent circumstances, or any additional preparations are not appropriate to the educational program, a unit member shall be paid for more than two preparations as follows:
 - 12.10.2.2.1 For one additional preparation: in the ensuing year the teacher will not have any more than two preparations.

- 12.10.2.2.2 For two additional preparations: The District will pay the teacher an additional \$500 per semester.
- 12.10.2.2.3 For three additional preparations: The District will pay the teacher an additional \$1000 per semester.
- 12.10.2.2.4 The amounts to be paid will be prorated by semester.
- 12.10.3 To ensure students are taught by teachers working within their area of competence; a teacher shall not be assigned outside the scope of his/her teaching certificate and/or his/her major or minor fields of study.
- 12.10.4 Teachers whose schedules include assignment to more than one school shall not be required to engage in an unreasonable amount of inter-school travel. Teachers who are required to travel shall be eligible for mileage reimbursement as set forth in Section 24.18. Such teachers shall be notified of any changes in their schedules as soon as practical.
- 12.10.5 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.

12.11 Assignment For Adult Education Program

- 12.11.1 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.
 - 12.11.1.1 First consideration shall be given in the selection process for posted vacancies in the Adult Education Program to Adult Education unit members.
 - 12.11.1.2 Vacancy openings will be posted in accordance with established District procedures unless modified by further provisions of this Agreement.
- 12.11.2 Adult Education unit members shall not be released from their assignments without prior consultation with the principal, who shall state the reason for the change in assignment.
- 12.11.3 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 assignment shall be voluntary.
- 12.11.4 The District's letter of employment and assignment to Adult Education unit members 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.
- 12.11.5 A unit member's date of hire in the Adult Education Program shall determine seniority.
- 12.11.6 Contracted Adult Education unit members 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 workday without additional compensation provided that unit members will be required to attend

regular faculty meetings in the same manner and to the same extent as required of K-12 unit members.

- 12.11.7 All positions in Adult Education shall be posted. The posting period for said vacancies shall be neither 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 unit members due to special needs of outside agencies.
 - 12.11.7.1 Adult Education unit members presently employed, who apply and are qualified, shall be given first consideration for these vacancies or new positions before a new employee is hired.
 - 12.11.7.2 All listings shall include days, hours, and duration of assignment and total hours.
 - 12.11.7.3 The Adult Education Office shall keep on file requests by unit members for additional hours in areas for which they qualify.
- 12.11.8 Presently employed Adult Education unit members with less than a full-time contract shall be given first consideration for filling positions in Adult Education.
 - 12.11.8.1 Ranking for consideration within the presently employed Adult Education unit members shall be according to subject area training, and experience as appropriate for the positions and according to seniority in the program.
 - 12.11.8.2 Presently employed Adult Education unit members 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.
- 12.11.9 By June 8, Adult Education unit members shall be given written notice of class, subject, site assignment and a schedule of the teaching days, hours to be worked each day, non-teaching days and planning and prep days, for the subsequent adult school year. Upon request, Adult Education unit members shall receive tentative assignments on May 15, or as soon thereafter as possible.
- 12.11.10 Assignment of work to a qualified, credentialed hourly teacher shall not be considered subcontracting or diversion of bargaining unit work provided such assignment does not violate the provisions of Section 12.11.10.1.
 - 12.11.10.1 The Employer and Association will continue to work together to enhance comprehensive Adult Education program offerings and increase Adult Education enrollment and utilize Adult Education contracted FTEs. The minimum number of Adult Education contracted FTEs shall be 64. For the life of this CBA ending June 30, 2008, the minimum number of Adult Education contracted FTE's shall be 66.56.

12.12 Assignment of "Teachers on Special Assignment" (TSAs)

- 12.12.1 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.
- 12.12.2 A TSA shall be consulted individually regarding any change in his/her 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 TSA to discuss any change of assignment.

- 12.12.3 Schedules of TSAs 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. TSAs who are required to travel shall be eligible for mileage reimbursement as set forth. (See Section 24.18.) Such TSAs shall be notified of any changes in their schedule by October 1, of each school year, except in cases of emergency.
- 12.12.4 In the event eleven- or twelve-month TSAs are to be reassigned to ten-month positions for a subsequent work year, notice of possible reassignment shall be given by certified letter on or before March 15th of the current year. This reassignment shall be considered a consolidation.
- 12.12.5 The Employer shall make every reasonable effort to provide TSAs with adequate workspace, equipment, and supplies.
- 12.12.6 All TSAs shall work at least eighty percent (80%) of their work assignment time with students or in some teacher support role.

12.13 Early Childhood Education Center Transfers

- 12.13.1 Employer may transfer credentialed teachers to regular K-12 teaching positions. Such transfers shall be made into existing classroom vacancies within the teacher's credential. ECE credentialed unit member who do not wish to transfer shall remain in ECE and be paid on the ECE permit salary schedule.

12.14 Review Process for Electronic Forms of Communication

- 12.14.1 The electronic forms of communication delineated in this Article shall be subject to review by all parties involved. Both parties will meet to evaluate the effectiveness of the program.
- 12.14.2 The electronic program will continue to be reviewed bi-annually in May and January of each subsequent year throughout the term of this contract.

ARTICLE 13 - PERFORMANCE EVALUATION

13.1 The Evaluation System

The Employer shall provide each unit member with a copy of the current Evaluation Guidelines as found in this Agreement by the 10th workday of each school year. Sample copies of Evaluation Plans 1 and 2, observation forms, evaluation forms A and B, reports and an evaluation calendar shall be included with the Evaluation Guidelines. (See Appendix 6.)

All forms shall be included in the Certificated Employee Evaluation Guidelines and in the Teachers' Evaluation Handbook and shall not be changed unless mutually agreed to by the parties to this Agreement.

- 13.1.1 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 Employer 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.
- 13.1.2 Criteria - Evaluation criteria shall include, but shall not necessarily be limited to, the following elements:
- 13.1.2.1 District standards of expected student achievement at each grade level in each area of study.
- 13.1.2.2 Assessment of certificated personnel competence as it is related to the established standards, including but not limited to the California Standards for the Teaching Profession, for individual certificated personnel.
- 13.1.2.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
- 13.1.2.4 Procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment. Such procedures and techniques shall include:
- Implementation of the Core Curriculum.
 - Increased student achievement as measured by various assessment measures, such as test scores.
 - The use of curriculum embedded assessment.
 - Increased student attendance.
 - Reduced student discipline (such as suspensions and expulsions).
 - Increased parent/caregiver contacts by letter, telephone or conference.
- 13.1.3 Definitions
- 13.1.3.1 The 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.

- 13.1.3.2 Evaluatee is defined as the 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.
- 13.1.3.3 Unit is defined as the assigned site, department or office.
- 13.1.3.4 Observation is a viewing of an employee's performance, which is reduced to writing.
- 13.1.4 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 in Section 13.5. Consecutive annual evaluations shall be for just cause only.

13.2 Implementation of Evaluation System

- 13.2.1 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.
- 13.2.2 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 (normally provided by the Human Resources Services and Support).
- 13.2.3 It shall be the evaluator's responsibility to:
- 13.2.3.1 Meet with the evaluatee to initiate the evaluation process.
 - 13.2.3.2 Meet with evaluatee to establish the specific plan for the evaluation program in accordance with Section 13.6.2 herein. For first and second year teachers, the evaluator shall assist the evaluatee in identifying a primary focus on two (first year) or three (second year) of the standards identified in order to target support necessary for the evaluatee. (See Section 13.6.2.)
 - 13.2.3.3 Review and approve the Evaluation Plan 1 and 2 submitted from the evaluatee.
 - 13.2.3.4 Provide assistance to the evaluatee to achieve agreed upon objectives as stated in Evaluation Plan 1 and 2 including providing support to new teachers/evaluatees in the targeted areas identified pursuant to Section 13.2.3.2.
 - 13.2.3.5 Make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.
 - 13.2.3.6 Meet legal and District calendar dates as they relate to staff evaluation.
 - 13.2.3.6.1 Assess programs.
 - 13.2.3.7 Meet with evaluatee for final review by the last workday 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 providing assistance to improve.
- Notify evaluatee whose performance remains unsatisfactory of a pending reassignment or dismissal in order to meet all legal requirements.

13.2.4 It shall be the evaluatee's responsibility to:

13.2.4.1 Meet with evaluator to initiate the performance evaluation process as described herein.

13.2.4.2 Meet with the evaluator to establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the following:

- Engaging and supporting all students in learning.
- Creating and maintaining an effective student learning environment.
- Understanding and organizing subject matter for learning, planning and designing instruction and learning experiences for all.
- Assessing student learning, developing as a professional educator and other duties and responsibilities.
- For first and second year teachers, the plan should have a primary focus on two (first year teacher) or three (second year teacher) of the standards identified herein in order to target support necessary for the evaluatee.

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

13.2.4.4 Submit the tentatively completed Evaluation Plan 1 and 2, review the stated standards of performance and objectives and relate them to District standards, objectives, and participate in the scheduled conference(s) with the evaluator.

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

13.2.4.6 Seek assistance from evaluator to achieve agreed upon objectives as stated in the Evaluation Plan 1 and 2.

13.2.4.7 Assess programs.

13.2.4.8 Meet with evaluator for final post-observation conference and completion of observation form and evaluation report.

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

13.2.4.10 Meet with evaluator for final review and report by the last workday in April as scheduled by the evaluator.

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

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

- 13.2.5.1 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. (See Section 13.5.)
- 13.2.5.2 Meet periodically to assess progress.
- 13.2.5.3 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.

13.3 Evaluation Sequence

13.3.1 Evaluation Process

The evaluation process begins on the first day of the employee's work year. Each evaluatee shall specify his/her plan to achieve District standards and any District initiatives. District standards serve to establish the broad purposes of our schools and to guide each employee in the planning and evaluation of his/her work.

13.3.2 The unit administrator holds one or more staff meetings to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.

13.3.3 Each work site develops work site objectives through staff participation.

13.3.4 Assistance in defining individual objectives may be found by reference to the California Standards for the Teaching Profession, District initiatives, unit objectives, District standards, site or departmental plans, individual job description, areas of pupil achievement and environmental control, performance areas needing improvement, and additional assigned duties and responsibilities.

13.3.5 For each 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.

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

13.3.6.1 Items I through VI are required evaluation items.

Item 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.

13.3.6.2 Other Duties and Responsibilities:

- List only those to be evaluated.
- Mitigating Factors - Enter circumstances, which may limit or inhibit success in satisfactorily carrying out duties and responsibilities.

13.4 Completed Forms

- 13.4.1 Evaluatee shall provide the completed Evaluation Plans 1 and 2 to evaluator by the 18th work day after the beginning of the employee's work year or the 18th day after classes begin, whichever is later.
- 13.4.2 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 or the 27th day after classes begin, whichever is later.
- 13.4.3 Evaluator shall have the appropriate Evaluation Report form initiated for evaluatee.
- 13.4.4 Evaluator and evaluatee shall review the evaluation process to be followed and the Evaluation Plans 1 and 2 completed by evaluatee.
- 13.4.5 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.
- 13.4.6 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.

13.5 Disagreement

- 13.5.1 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 workday after the beginning of the employee's work year.
- 13.5.2 When an 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 workday after the beginning of the employee's work year.
- 13.5.3 The unit administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role.
- 13.5.4 When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.
- 13.5.5 If the optional step is chosen, each party may select a conferee. The two parties and the conferee shall meet jointly at the site to resolve differences and/or affect 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.
- 13.5.6 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 workday after the beginning of the employee's work year.

13.6 Activities During Evaluation Period

- 13.6.1 During the evaluation period, the evaluator shall:

- 13.6.1.1 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 performance evaluation.
- 13.6.1.2 Confer with evaluatee within five (5) workdays 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.
- 13.6.2 The evaluator may also wish to enter the following on the Evaluation Report form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.
 - 13.6.2.1 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.
 - 13.6.2.2 Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.
 - 13.6.2.3 “Changes in objectives” refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.
 - 13.6.2.4 Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans 1 and 2. Comments may include reasons for variations from the Evaluation Plan.
 - 13.6.2.5 Evaluations shall be conducted in private conferences.

13.7 Probationary Interim Report

- 13.7.1 A Formal interim assessment for first-year probationary personnel is to be completed by the second Friday in December.
- 13.7.2 The 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.
- 13.7.3 By the second Friday in December, the evaluator shall meet with the evaluatee and review the Interim Assessment Report. They shall discuss the strengths and/or weaknesses of the evaluatee’s performance, with commendations and/or recommendations for improvement, and shall identify the procedures they will follow to facilitate such improvement.

13.8 Formal Evaluation Report

- 13.8.1 By the last workday of April, the evaluator shall have met with evaluatee and reviewed the Evaluation Report.
- 13.8.2 The Evaluation Plan shall be reviewed, as shall the “Degree of Achievement” on Evaluation Plans 1 and 2. Ratings on the Evaluation Report, including any comments, are based on the Evaluation Plan developed at the beginning of the evaluation period and in accordance with Section 13.2.4.2 herein.

- 13.8.2.1 Engage/support all students in learning are rated in relationship to the established Standards of Performance contained in the Certificated Evaluation Observation Form.
- 13.8.2.2 Create/maintain effective student learning environment is rated in relationship to the established standards for individual certificated personnel contained in the Certificated Evaluation Observation Form.
- 13.8.2.3 Understand/organize subject matter for learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.4 Plan/design instruction/learning experiences for all are rated in relationship to the item contained in the Certificated Evaluation Observation Form.
- 13.8.2.5 Assess student learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.6 Develop as a professional educator is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.7 Other duties and responsibilities are rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.8 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.
- 13.8.2.9 The evaluator shall discuss any recommended personnel action with the evaluatee.

13.9 Review of Unsatisfactory Rating

- 13.9.1 When an evaluatee wishes to review an unsatisfactory rating, an additional conference with the evaluator shall be held by the 5th workday 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 workday in May.
- 13.9.2 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 workday in May. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the Director of Human Resources or their designee for review and response.
- 13.9.3 Review and response to the letter of rebuttal by Associate Superintendent or Superintendent shall be completed within ten (10) workdays after the final date for submitting the letter of rebuttal.

The Director of Human Resources or their designee's 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 unit member's personnel file.

13.10 Probationary and Tenured Personnel

Probationary and tenured personnel whose retention is doubtful shall be so notified in writing. Subsequently, the Employer shall proceed in accordance with the provisions of the collective bargaining agreement between the parties and Education Code provisions.

13.10.1 Personnel Files

- 13.10.1.1 The Human Resources Services and Support shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.
- 13.10.1.2 Materials in personnel files of unit members, 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 were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 13.10.1.3 An employee's personnel file will be accessible for review on the following basis:
 - 13.10.1.3.1 The employee shall notify the Human Resources to schedule an appointment.
 - 13.10.1.3.2 The appointment shall be scheduled based on a twenty-four hour notice.
 - 13.10.1.3.3 Emergency exceptions to the above will be allowed based on the individual scheduling of the Department and the employee.
- 13.10.1.4 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.
- 13.10.1.5 Information of a derogatory nature, except material mentioned in 13.10.1.2 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 workdays of the date of receipt of such material by the administrator. Any derogatory material regarding evaluation of an employee cannot be used in a unit member's 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.
- 13.10.1.6 An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member 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 Resources Services and Support or appropriate administrator.

13.11 Complaints Against Employees

- 13.11.1 Criticisms shall be conducted in a private conference.
- 13.11.2 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.
- 13.11.3 All information forming the basis for disciplinary action shall be made available to the employee.
- 13.11.4 Material that may, as a result of any proven complaint, be entered into a unit member's personnel file, shall be processed in accordance with Section 13.10.1.
- 13.11.5 In the event of a complaint or charges of a derogatory nature which is ultimately not proven, no record shall be kept.
- 13.11.6 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.

13.12 Site Instructional Assistance Program (SIAP)

- 13.12.1 Purposes
 - 13.12.1.1 To improve overall instruction and programs at each District site.
 - 13.12.1.2 To provide input and feedback for the improvement of instruction at each grade and/or department level.
 - 13.12.1.3 To provide multiple sources of assessment to achieve these purposes.
- 13.12.2 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.
- 13.12.3 Examples of the forms and questionnaires to be used in this procedure shall be appended to this Agreement as Appendix 8.
- 13.12.4 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.
- 13.12.5 Implementation of the Instructional Assistance Program
 - 13.12.5.1 Site administrators will obtain valid student or parent input into the assessment of Educational Programs and site personnel. 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.

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

13.12.6 General Provisions

13.12.6.1 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).

13.12.6.2 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).

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

13.12.6.4 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.

13.12.6.5 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 14 - GRIEVANCE POLICY

14.1 General

- 14.1.1 It is the policy of the Employer 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. The parties agree that confidentiality at any level shall be maintained.

- 14.1.2 This article provides procedures for consideration of grievances as they relate solely to contract disputes, and as they relate to this Agreement.
- 14.1.3 Provisions in this article shall not preclude administrative responsibility and authority for implementing Employer policies and operating schools.
- 14.1.4 The Association has the right to file a grievance on behalf of a group of affected bargaining unit members that have a complaint on identical issues.

14.2 Definitions

- 14.2.1 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.
- 14.2.2 Grievant is defined as a unit member who is filing a grievance.
- 14.2.3 Employee is defined as an employee receiving compensation and belonging to the unit herein. Independent contractors are not included.
- 14.2.4 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.
- 14.2.5 Conferee is defined as another District employee or representative from the exclusive organization (bargaining agent).
- 14.2.6 Immediate Administrator is defined as the administrator with immediate jurisdiction over the employee who is filing the grievance.
- 14.2.7 Day is defined as duty day for the unit member 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.

14.3 Informal Resolution of the Problem

- 14.3.1 Unit Members are encouraged to ask their immediate administrator for assistance on matters that relate to their duties. A problem that arises should be discussed in a conference between the unit member and the administrator to whom he/she is immediately responsible.
- 14.3.2 At least one conference between the unit member and the immediate administrator concerning the problem shall be held before formal grievance procedures are invoked. The individuals 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.

14.4 Step A - Pre-Formal Stage

- 14.4.1 A Unit Member 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 unit member knew or reasonably should have known of the circumstances, which formed the basis for the problem.
- 14.4.2 The immediate administrator will schedule at least one private conference with the unit member 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.
- 14.4.3 The final determination at this stage is an oral resolution of the problem between the unit member and the immediate administrator.
- 14.4.4 If the unit member is not satisfied with the administrator's response or if there is no response in the five-day period, the unit member may file a formal grievance no later than seven days after hearing the response or lack of a response.

14.5 Level I

- 14.5.1 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 unit member and the administrator are encouraged.
- 14.5.2 If the pre-formal procedure was not utilized, there shall be a conference with the Level I administrator and the grievant.
- 14.5.3 If the pre-formal procedure was utilized, either party may waive the conference.
- 14.5.4 The unit member and administrator may have a conferee present during all conferences.
- 14.5.5 The administrator must respond in writing within seven (7) days after receipt of the grievance indicating the decision and supporting reasons.

14.6 Level II

- 14.6.1 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 unit member's Leadership Director/Assistant Superintendent.
- 14.6.2 The Executive Director/Assistant Superintendent or designee shall have a conference with the grievant within seven (7) days of receipt of the grievance in an effort to resolve the grievance, unless mutually waived. The Executive Director/Assistant Superintendent shall respond to the grievant in writing indicating the decision and supporting reasons within seven (7) days of the conference or within seven (7) days of receipt of the grievance if the conference is mutually waived.

14.7 Level III

- 14.7.1 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 unit member.

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

14.7.3 Upon mutual agreement, the grievance will be referred to mediation. In the event there is no agreement, the grievance will be referred to arbitration.

14.8 **Mediation**

The intent of this section is to provide a mechanism to mediate and resolve grievances in a satisfactory manner. The mediator shall be selected from a mutually agreed upon panel and shall facilitate dialog and help the parties reach a mediated settlement. The mediator shall have no power to add, modify or delete any provision of the collective bargaining agreement.

14.8.1 Recommendations of the mediator shall be advisory and non-precedent-setting. Neither party shall cite the recommendation(s) in future grievances.

14.8.2 The mediator shall present recommendations in writing to both parties in the form of a proposed settlement agreement within sixty (60) days of the mediation. Upon receipt of the mediator's recommendations, either party may appeal the recommendation by referring the matter to arbitration. If neither party appeals, the recommended settlement will be implemented.

14.9 **Binding Arbitration**

14.9.1 In the event the grievant is not satisfied with the mediator's decision at Level III, he/she may, within seven (7) days, request of the Association that the grievance be submitted to a neutral arbitrator from list in 14.9.3.

14.9.2 The Association, by written notice to the Superintendent or designee within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. The Association and the employer shall select an arbitrator using the procedures in Section 14.9.3.

14.9.3 Upon invocation of arbitration, the parties shall contact the first arbitrator on the panel list to determine whether the hearing may be scheduled within the following twenty workdays. In the event the first arbitrator is not available within the twenty-day period, the next listed arbitrator shall be contacted, continuing in that fashion through the list until a date is obtained.

Any arbitrator so selected shall move to the bottom of the list, regardless of whether the case is actually heard.

Panel of Arbitrators

- Barbara Chvany
- Claude Ames
- Thomas Angelo
- Charles Askin
- Norman Brand
- C. Allen Pool

- William Riker
- Franklin Silver
- Barry Winograd
- Alexander Cohn
- Anne Andrew Ellis

- 14.9.4 Any award of the arbitrator shall be binding on the grievant, the Association and the District.
- 14.9.5 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:
- 14.9.5.1 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.
- 14.9.5.2 The arbitrator, when necessary for interpretation of the contract, may use accepted rules of interpretation or construction of contracts.
- 14.9.5.3 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.
- 14.9.5.4 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.
- 14.9.5.5 The arbitrator shall have no power to change any practice, policy or rule.
- 14.9.5.6 The standard of review for the arbitrator is whether the employer acted in violation, misapplication and misinterpretation, was negligent or intentional in nature.
- 14.9.5.7 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.
- 14.9.5.8 The arbitrator shall have no power to recommend or resolve the termination of services or failure to reemploy any member of the unit.
- 14.9.6 All fees and expenses of the arbitrator shall be shared equally by the employee and the Association.
- 14.9.7 If the Employer claims that a grievance should be dismissed; 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.
- 14.9.8 If the employer 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.

- 14.9.9 The arbitrator shall have no power to render an award before thirty (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.

14.10 General Provisions

- 14.10.1 For purposes of efficiency, grievances involving similar issues may be consolidated by either party.
- 14.10.2 Unit member and all other persons appropriately involved in a grievance shall be free from restraints, interference, coercion, discrimination, or reprisal. Employer 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.
- 14.10.2.1 Listing of provisions of the contract alleged to have been violated or misapplied.
- 14.10.2.2 Description of the specific grounds of grievance, including names, dates and places necessary for complete understanding.
- 14.10.2.3 Listing of reasons as to why the proposed resolution provided at the prior level is unacceptable, with specific and factual data in support thereof.
- 14.10.2.4 Listing of specific actions requested of the Employer to remedy the problem.
- 14.10.3 Time Limits
- 14.10.3.1 Grievance at Level I must be filed within twenty days after the employee knew or reasonably should have known of the circumstances that formed the basis for the grievance.
- 14.10.3.2 Appeals to Levels II and III must be filed no later than seven (7) days following the date of receipt of a decision at the prior level. Grievances filed at Levels II and III pursuant to Section 14.10.3.1 must be filed within twenty (20) days after the grievant knew or reasonably should have known of the alleged violation or misapplication of the contract provisions(s). 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.
- 14.10.3.3 Administrative response must be no later than seven (7) 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.
- 14.10.3.4 Time limits may be extended by mutual consent due to the inability to schedule conferences and responses within the above time frames.
- 14.10.3.5 A decision rendered at any step in these proceedings shall become final unless appealed within the time limits specified.
- 14.10.3.6 When it is not possible to conclude Levels 1, 2 or 3 before the end of the school year, either party may stay the grievance until the start of the next school year.
- 14.10.4 A unit member 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. Such adjustments are not inconsistent with the terms of a written agreement then in effect. Provided that the unit member 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 (5) days.
- 14.10.5 The grievant may terminate a grievance at any time by giving written notice to the administrator involved at the current level of the grievance.
 - 14.10.6 A unit member 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 unit member.
 - 14.10.7 A unit member may be represented at all stages, including Section 14.4, 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.
 - 14.10.8 If a grievance arises from an authority higher than a Level 1 administrator, e.g., leave requests, payroll errors, insurance program benefits; the grievance may be filed at the appropriate step of the grievance procedure.
 - 14.10.8.1 Personnel grievances shall be filed with the Director of Human Resources or his/her designee.
 - 14.10.8.2 The Director of Human Resources shall be considered the Level 2 respondent for personnel grievances.
 - 14.10.8.3 The Level 2 decision shall be appealable directly to Level 3, the Superintendent or his/her designee.
 - 14.10.9 The Association may have the right to file a grievance in those areas that speak specifically to Association rights.
 - 14.10.10 If a grievance is denied at any level prior to Level 3 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.
 - 14.10.11 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 unit member to present a grievance within the specified time limit shall render the grievance null and void.
 - 14.10.12 Documents relating to the processing of grievances shall be filed separately from a unit member's personnel file. All records of proceedings shall be retained in the office of the Human Resource Division and shall be held confidential.
 - 14.10.13 Grievance forms, which have been mutually agreed upon by the employer and the Association, will be prepared by the employer and made available at the Human Resource Division and the Association office.
 - 14.10.14 Meetings shall be held at the local site or office for Levels I, II and III. At arbitration other localities may be designated by the arbitrator.
 - 14.10.15 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.

- 14.10.16 The Employer shall permit a reasonable amount of release time without loss of compensation for designated Association representatives for the purpose of processing grievances.
- 14.10.17 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.
- 14.10.18 Written responses by the administrator to the grievant shall be hand-delivered to the employee at the employee's worksite or sent by certified mail to the employee's address of record.
- 14.10.19 Evaluations are not subject to the grievance procedures unless the evaluation procedures have not been followed.
- 14.10.20 A copy of the grievance form is found in Appendix 15 (F5) of this Agreement.

ARTICLE 15 - CLASS SIZE AND CASELOADS

15.1 Definitions

- 15.1.1 Elementary Schools: Class size is the number of enrolled pupils assigned to each classroom teacher.
- 15.1.2 Secondary Schools: Class size is the number of enrolled pupils assigned to each classroom teacher on a daily basis.
- 15.1.3 Adult Schools: Class size is determined by the number of students in attendance each hour the class is scheduled.

15.2 Class Size Procedures

- 15.2.1 Beginning Grace Period: Elementary Schools at the beginning of the first semester only, monitoring and achieving maximum class size shall be completed within ten (10) school days.
- 15.2.2 Secondary Schools: At the beginning of the first semester, the District shall take action to achieve maximum class size within fifteen (15) school days. At the beginning of the second semester, the District shall take action to achieve maximum class size within ten (10) school days.
- 15.2.3 In the event the class size maximums are exceeded, the District agrees to take one or more of the following steps:
 - 15.2.3.1 Reclassification of the school where the class size maximums have been exceeded.
 - 15.2.3.2 Transfer of pupils to their neighborhood schools.
 - 15.2.3.3 Transport of pupils to schools that do not have overcrowding problems.
 - 15.2.3.4 Nothing in this subsection shall relieve the District of its obligations to maintain the class size maximums contained herein.

15.3 Exceptions to Maximum Class Size

Exceptions to class size maximums may be taken when space is inadequate and/or when health and safety of students could be imperiled. This exception shall only exist until arrangements are made pursuant to Section 15.2 above to maintain class size maximums.

- 15.3.1 Emergency Exceptions (See "Emergency" definition in Article 3). 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:
 - 15.3.1.1 The principal may assign a student to an individual teacher's class.
 - 15.3.1.2 Principals shall make every effort to maintain all classes within a grade level as nearly equal in size as possible.
 - 15.3.1.3 Class maximums must be re-established as soon as the emergency ceases.

15.4 Categories – Elementary

The Employer shall not exceed the following class size maximums.

- 15.4.1 Elementary Schools - Maximum Class Sizes Base Program
 - Kindergarten 27
 - Kindergarten under Class Size Reduction Program 20
 - Grades 1-3 30
 - Grades 1-3 Under Class Size Reduction Program 20
 - Grades 4-6 31

15.5 Class Size Reduction

15.5.1 The employer and the Association agree that continued and supplemental class size reductions shall be pursued, as more money becomes available. The parties agree to meet and renegotiate this class size provision with the goal of continuing class size reduction during the budget development process each year.

15.6 Categories - Secondary Schools - Maximum Class Sizes

	Maximum Pupil Contact <u>Per Day</u>
Basic Program	Class Size
English	32 x 5 = 160
Foreign Language	32 x 5 = 160
Mathematics	32 x 5 = 160
Social Science	32 x 5 = 160
Non-Lab Science	32 x 5 = 160
Lab Science	31 x 5 = 155
Business Education (word processing)	Available Work Area or 34 x 5 = 170
Business Education (Other)	33 x 5 = 165
Industrial Arts	Available Work Area
Homemaking	29 x 5 = 145
Music	52 x 5 = 260
Physical Education	52 x 5 = 260
Arts - Crafts	27 x 5 = 135
Arts - Fine	30 x 5 = 150
ROTC	35 x 5 = 175

15.7 Adult Education - Maximum Class Sizes

Basic Adult Education Classes 36 x 5 = 180

15.8 Secondary Schools

15.8.1 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 in Section 15.6 above by three (3) students - provided that total student contact per day does not exceed the stated maximums in item Section 15.6 above.

15.8.2 The parties agree to work together when reconfiguration occurs in order to reduce class size in the middle grades and examine other related issues.

15.9 Combination Classes at Elementary Schools

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

15.10 Potential Staffing Allocation and Class Size Reductions

The Employer and the Association shall collaboratively explore ways to achieve staffing allocations and class size reductions to be funded from alternative revenue sources, throughout the term of this contract. These sources may include but shall not be limited to Morgan-Hart secondary school class size reduction monies and/or a parcel tax directed to class size reduction.

- 15.10.1 These efforts will be especially designed to address class size reductions not specifically reduced in the preceding provisions of this article.
- 15.10.2 School Improvement Program (SIP) funds shall be utilized for class size reductions in schools not eligible for Desegregation funding if legally eligible for that purpose.

ARTICLE 16 - COMMITTEES

16.1 Joint Study Committees

Joint Study Committees (JSC) may be established by mutual agreement of Association and Employer to investigate topics of mutual interest.

- 16.1.1 The purpose of each study may be to gather and evaluate pertinent information and, in some instances, to develop recommendations.
- 16.1.2 A JSC shall function only in an advisory capacity.
- 16.1.3 The findings, conclusions, recommendations and final report of all such committees shall be submitted to the Association and Employer for review.
- 16.1.4 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 Employer and the Association to serve on such committees. District members and alternates shall be appointed by the Superintendent or designee. Association members and alternates shall be appointed by the Association President.
 - 16.1.4.1 Sizes of JSC may vary inasmuch as the topics for study may differ considerably in complexity. Equal numbers of District and Association members and an appropriate number of alternates shall be appointed.
- 16.1.5 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.

16.2 Consultation Committees (CC)

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.

- 16.2.1 The Association shall delegate proportionately its unit member representatives to the total committee when established by the employer in these areas.
- 16.2.2 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 17 - SAFETY AND SECURITY CONDITIONS

17.1 General

The District and the Association are jointly committed to provide for the safety and security of all staff. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or environments, or to perform tasks that endanger their health, safety, or well being.

17.2 Fire and Disaster

Neither the Employer nor the unit members 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 work site and unit members 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.

17.3 Disruptive Actions by Students

Unit members may send to the appropriate administrator those students whose actions 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. In response to student behavior under this section, unit members retain the right to exercise a two-day student suspension under Education Code section 48910. Prior to the student being returned to the unit member's class, the administrator shall communicate with (provide feedback to) the unit member to discuss the student's conduct.

17.4 Assault, Attack or Threat Against a Unit Member by Students

17.4.1 The unit member shall report the incident immediately to the administrator in charge or designee, who shall immediately report the incident to the police and notify the student's parent, guardian or other responsible adult immediately. In addition, the unit member retains the right to notify the police directly.

17.4.2 The unit member shall prepare a written statement concerning the incident 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.

17.4.3 A unit member who is the victim of an assault, attack or threat, verbal or physical, and who so requests, shall be immediately granted the remainder of the day of the assault, attack or threat released from duty. These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 11 - Leaves.

17.4.4 Students involved in a physical assault, attack or verbal threat, against a unit member, shall not be returned to the unit member's class(es) until a meeting between the unit member and an administrator is held, and the consequences to the student(s) for the misconduct has been determined. When a student is referred to the District' Disciplinary Hearing Process (DHP) the student shall not be returned to the classes of the bargaining unit member from which the student was removed until the DHP is completed.

- 17.4.5 If it is finally determined that a student is the perpetrator of an assault, attack or threat, verbal or physical, against a unit member, that student shall not be returned to the unit member's class(es) or caseload for the remainder of the instructional year.
- 17.4.6 The Employer shall comply with and implement all provisions of Education Code section 49079 regarding prior student conduct to unit members.

17.5 Civil Disorder

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

17.6 Unauthorized Person(s)

- 17.6.1 When unauthorized person(s) are observed on school premises, they shall be reported to the administrator or designee, who shall enforce the "no loitering" rules of the Employer by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.
- 17.6.2 The parties acknowledge the importance of campus security. The Employer will seek to implement measures to provide a secure campus learning environment at each school site. Recommendations from the FC and the Employer Safety Committee shall be sought. (See 7.2.)

17.7 After School

The Employer has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for pre-planning and safety determination of after-school events have been established for local sites as well as District-wide events. At the school site, the administrator and FC (see 7.2) 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 FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the Employer Events Safety Council.

- 17.7.1 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.
- 17.7.2 Should the unit member believe an assigned duty to be unsafe, the unit member 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 unit member may appeal the problem, in writing, to the appropriate Associate Superintendent for further consideration.

17.8 Procedures Regarding Unsafe or Harmful Conditions

Unit members shall report in writing 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 Assistant Superintendent.

- 17.8.1 If the condition has not been corrected, the appropriate Assistant Superintendent may take whatever steps are necessary to ensure the safety of the affected students and staff, including closing that portion of the school site.
- 17.8.2 Employer shall provide, publish, and post rules for safety and prevention of accidents, and spread of communicable diseases, and provide protection devices where they are required for safety of unit members.
- 17.8.3 Unit members shall work with the site administrator to maintain safe and sanitary conditions in their teaching or work areas of responsibility. Unit members shall have the opportunity to make suggestions and recommendations to the site administrator affecting the safety at the site. Unit members, as employees of the Employer, are protected in the event of injury to their person during the performance of assigned duties to the extent defined in the Workers' Compensation provisions.
- 17.8.4 Unit members shall seek the assistance of the site administrator in moving heavy equipment.
- 17.8.5 The Employer agrees, to the fullest extent possible within the current maintenance budget, to provide lighting at night functions, which are approved school activities.
- 17.8.6 The principal, in consultation with the FC (see 7.2), shall develop and implement necessary security provisions for night functions, which are approved school activities.
- 17.8.7 Every effort will be made to perform painting, roofing, and other repairs on days when schools are not in session.

17.9 School Site Discipline Committee

A school site discipline committee shall be established at each school representing parents, unit members and students, if appropriate, to assist in the development of school site procedures relating to student conduct and school site safety. School site discipline committees shall be advisory to the principal and shall report in writing to the appropriate Assistant Superintendent or his/her designee annually.

17.10 Safety Information

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

17.11 Classrooms

The Employer shall provide every classroom and unit member work area on Oakland Unified School District (OUSD) property with:

- 17.11.1 A working telephone, or intercom, or other means of electronic communication with office personnel available to receive calls during the unit member's work day, and
- 17.11.2 Peepholes or windows in classroom doors to provide visibility into the hallways or outdoor area.

17.12 **Maintenance**

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

17.13 **Employer 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 all Unit members including ECE, Pre-school/elementary, middle school and secondary/adult school sites unit members including four to be appointed by the Superintendent representing Legal and/or Labor 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 Faculty Councils and site administrators, with copies to the Association.

17.14 **Vehicle**

- 17.14.1 In recognition of the special circumstances facing unit member in Oakland schools, the District will reimburse unit members when their personal vehicles have been vandalized on or in the immediate vicinity of school site property while the unit members is engaged in professional duties, subject to the following conditions:
- 17.14.2 Reimbursement will be determined on a case by case basis, as indicated below:
 - 17.14.2.1 Reimbursement will not exceed the amount of insurance deductible or three hundred dollars whichever is less.
 - 17.14.2.2 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.
 - 17.14.2.3 Reimbursement will be based upon proof of loss if submitted to the insurance carrier and proof of the amount of the policy deductible.
 - 17.14.2.4 Reimbursement shall be made within thirty days of submission of claim, or as soon as practicable.
 - 17.14.2.5 Unit members will cooperate with the Employer in connection with any rights of subrogation accruing to the District by virtue of any payment made pursuant to this article.

17.15 **Teacher Initiated Suspension Form**

The OUSD Teacher Initiated Suspension Form shall be found in Appendix 15 (F6) of this Agreement.

ARTICLE 18 - ORGANIZATIONAL SECURITY

18.1 General

- 18.1.1 Upon written authorization from a unit member, the Employer shall deduct the appropriate amount from the salary of the unit member, make the appropriate remittances for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are designated by the unit member and authorized by the Board of Education.
- 18.1.2 Remittances shall be made within ten (10) working days of the issuance of the pay warrants, unless it is beyond the control of the Employer.

18.2 Membership Dues

- 18.2.1 The Association shall deliver on or before September 1 of each school year, to the Employer 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.
 - 18.2.1.1 The Employer shall deduct one tenth or one twelfth of such dues from the regular pay warrants of the unit members, depending on the number of said warrants he/she receives annually.
 - 18.2.1.2 The Association shall provide verification to the Employer 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.

18.3 Agency Fee

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

- 18.3.1 Unit members new to the Employer shall be apprised of the Organizational Security provisions of this Agreement by the Association and the District.
- 18.3.2 The agency fee amount shall be equal to the unified membership dues of the Association.
- 18.3.3 The agency fee can be made in a lump sum cash payment to the Association or can be authorized for payroll deductions.
- 18.3.4 In the event no cash payment or payroll deduction is authorized, the Employer shall immediately begin automatic payroll deductions as provided in Education Code section 45061. The automatic deductions shall begin with the first pay warrant issued.
- 18.3.5 There shall be no charge to the Association for the mandatory agency fee deductions.

18.4 Agency Fee Exception

- 18.4.1 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.

- 18.4.1.1 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
- 18.4.1.2 Arrangements for 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.
- 18.4.1.3 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 Employer and the Association as a condition of continued exemption from the provisions of Sections 18.2 and 18.3.
 - 18.4.1.3.1 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.
 - 18.4.1.3.2 If such proof is not provided as prescribed in Section 18.4.1.3.1 above, monthly payroll deduction of the agency fee shall begin with the November pay warrants.
 - 18.4.1.3.3 Such deduction shall be prorated to complete full fee payment by the end of the school year.
- 18.4.2 Any unit member making payments as set forth in Section 18.4.1 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.

18.5 Reporting and Payments

- 18.5.1 The Employer agrees to promptly remit on a bi-weekly and/or monthly basis dues/agency fee monies to the Association accompanied by alphabetical lists of unit members for whom such deductions have been made.
 - 18.5.1.1 The Employer agrees to categorize the list as to members and non-members.
 - 18.5.1.2 The Employer shall indicate any changes in personnel (additions or deletions) from the lists previously furnished.
- 18.5.2 The Association agrees to furnish in a timely manner any information needed by the Employer to fulfill the provisions of this article.
- 18.5.3 The Oakland Education Association agrees to pay to the Employer 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.

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 19 - SAVINGS PROVISION

19.1 General

- 19.1.1 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.
- 19.1.2 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 20 - CONCERTED ACTIVITIES

20.1 General

- 20.1.1 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.
- 20.1.2 The Association and the Employer recognize the duty and obligation of this contract and shall make every effort toward inducing all unit members and their supervisors to do likewise.
- 20.1.3 OEA agrees that the No Strike Clause prescribed above be continued without a window if the parties reach a closed three-year (3) Agreement.
- 20.1.4 Alternatively, if the parties do agree to reopen salaries and/or other economic items each year of the three-year (3) 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 21 - SPECIAL SERVICES AND SPECIALIZED ASSIGNMENTS

21.1 General Provisions

The parties recognize the importance of providing adequate facilities for unit members providing special services at each work site. Toward that end the following will be implemented.

- 21.1.1 A complete survey of such facilities/supplies will be under-taken at each school site. FCs (Section 7.2) will be vital resources in accomplishing a complete survey. The survey will be completed no later than January 1, of each year.
- 21.1.2 The needed repairs/facilities will be listed by priority and presented to the Superintendent for recommendation for Board funding by February 1, of each year. OEA will be consulted prior to submission of the priority list to the Superintendent.
- 21.1.3 The listed items will be addressed to the extent permitted by funds available for this purpose according to listed priority.
- 21.1.4 In conjunction with the foregoing, Association and Employer 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.
- 21.1.5 The evaluation of teachers providing special services shall be developed as part of Article 13 - Performance Evaluation.
- 21.1.6 Language, Speech and Hearing Specialist (LSHS), Resource Specialists (RS) and Music Instructors shall have a permanent room at each site, wherever possible.

21.2 Counselors

- 21.2.1 The Association and Employer mutually recognize the critical importance of a working collaboration to ensure effective interventions and counseling support for students at the secondary level. The secondary site allocation for counselors shall be based upon a District-wide ratio of 700:1 and the parties recognize that all District resources should be maximized, including categorical resources and Measure E, to provide additional interventions and counseling support for secondary students.
- 21.2.2 Counselor/Student Ratio
 - 21.2.2.1 The student/counselor ratio shall be based upon the number of secondary students (Grades 7-12) enrolled as of the last Friday in October.
 - 21.2.2.2 No more than 64 additional students shall be assigned to the total counseling staff at a school before additional counseling periods shall be provided, except by mutual agreement between site administrator and the counselor(s).
- 21.2.3 In the senior high schools, data processing, testing and scholarship services shall be provided. In the middle schools, data processing and testing services shall be provided.
- 21.2.4 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.

- 21.2.5 The Employer 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.

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

- 21.2.7 For fiscal years 2005/2006 and 2006/2007, the Employer agrees to expend up to one million dollars (\$1,000,000) in each year in order to prevent layoffs of current counselors in furtherance of Measure E purposes including but not limited to maintaining elective courses for students needing to qualify for college admissions.

21.3 Coaches

The parties agree that coaching assignments are considered unique extra-duty responsibilities. Any coach whose assignment is to be changed or discontinued during the next school year shall be notified by the principal 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.

21.4 Bilingual Education

21.4.1 BCLAD Stipend

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

- Hold BCLAD Certification
- Work at a school/site where, within the student body, there are at least 15% or at least 75 English language learner designated students.
- Willing to conduct a maximum of ten (10) hours of translation of school to home written or verbal communication as directed by the site administrator.

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

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

- 21.4.3 Payments of the above stipends shall be made at the first pay period following the end of each semester (February 15 and July 15).

21.4.4 District Bilingual Advisory Committee

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

21.5 Home and Hospital Instruction

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.

- 21.5.1 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.
- 21.5.2 The Employer shall provide adequate travel time between assignments as part of the regular workday.
- 21.5.3 A home and hospital assignment shall not require a teacher to work beyond his/her requested hours.

21.6 **Instrumental Music Program**

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

- 21.6.1 Class size shall be maintained per current contract.
- 21.6.2 In middle schools, music teachers who develop a program subject to the approval of the principal or appropriate 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 24 - Compensation.

21.7 **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 24.

The mileage must be incurred within a reasonable radius of a teacher's school site.

21.8 **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.

21.9 **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 Section 10.2 above.

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.

21.10 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.

21.11 Speech and Language Pathologist Specialists (SLP)

When justified by student need, SLP shall have the option to schedule all assigned students for two sessions per week.

SLP shall have a secure, designated place for storing their instructional materials at each school site, whenever possible.

- 21.11.1 SLP who travel shall be provided adequate time for travel between assignments.
- 21.11.2 SLP shall receive an adequate sum of money for the purchase of supplies and materials for each full-time position to the extent possible within the existing budget.
- 21.11.3 Utilization of SLP shall be consistent with state law.
- 21.11.4 SLP Joint Committee provisions of Section 16.1 may be utilized to address programmatic needs and concerns.
- 21.11.5 The Employer will review on a quarterly basis Speech and Language caseloads and make adjustments to ensure equitable workloads: taking into account age of and number of students, number of assigned schools, and identified needs on student IEP's.

21.12 Teachers of the Visually Impaired and Orientation and Mobility Specialists

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

- 21.12.1 Teachers of the Visually Impaired and Orientation and Mobility Specialist who travel shall be provided adequate time for travel between assignments.
- 21.12.2 Extra-duty responsibilities for teachers of the Visually Impaired and Orientation and Mobility Specialists shall be the same as those provided in Section 10.2, Workday, and Section 10.4 Faculty Meetings.

21.13 Special Day Class Teachers (SDC)

Through the Individualized Education Plan (IEP) process the team may recommend SDC student placements to the coordinator. The coordinator or designee shall consider such recommendations in determining the placement of students.

- 21.13.1 Class Composition: Non-severely handicapped (NSH) students shall be placed through the IEP process in classes with peers of comparable abilities and educational objectives whenever possible.
- 21.13.2 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.
- 21.13.3 With the prior approval of the principal, the SDC teacher may visit other SDC sites to conduct relevant business during non-instructional time.

- 21.13.4 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 Employer expense, if specialized physical/health services are required.
- 21.13.5 Extra-duty responsibilities for SDC teachers shall be the same as those established for all other regular classroom teachers.
- 21.13.6 The SDC teacher may work with his/her supervisor to prioritize the classroom services of the Aid to Handicapped Children/Instructional Assistant (AHC/IA) consistent with the job description for the AHC/IA.
- 21.13.7 SDC teachers will be invited to participate in the interview process to fill IA vacancies in their programs. Site administrators may invite SDC teachers to participate in the interview process to fill AHC vacancies in their programs. It is understood that this language does not apply if a permanent SDC teacher is not currently assigned to this position.
- 21.13.8 Each SDC teacher shall submit to the Site Administrator recommended work schedule and work responsibilities for any IA/AHC assigned to their program.

Under the direction of the site administrator, SDC teachers are responsible for providing program guidance, including orientation to IA/AHC assigned to their program.
- 21.13.9 An AHC/IA positions shall be allocated to each established SDC. The preceding sentence shall not limit the Employer's ability to layoff or otherwise manage IA's and AHC's. SDC teachers may submit a written request if they do not wish any AHC/IA positions allocated to their class. The Employer may honor such requests if it does not jeopardize the ability to implement student IEPs.
- 21.13.10 If the teacher of a NSH SDC Class believes that the majority of his/her students are severely handicapped, he/she may request a meeting with the appropriate Special Education coordinator to review the appropriateness of the class designation as NSH.
- 21.13.11 The Employer will review SDC student rosters on a quarterly basis and redirect new student placements to ensure equitable work loads: taking into account age and number of students, disabilities of students, identified needs on student IEP's, size of classrooms, parent preference and specific class program needs.

21.14 **Resource Specialists (RS)**

The RS shall have access to the copy machine(s) at each site, where available.

- 21.14.1 Extra-duty responsibilities for RS shall be the same as those provided in Section 10.2, Workday, and Section 10.4 Faculty Meetings.
- 21.14.2 Secondary and Elementary RS
 - 21.14.2.1 RS who travel shall be provided adequate time for travel between assignments.
 - 21.14.2.2 RS shall have a secure, designated place for storing their instructional materials at each school site, wherever possible.

- 21.14.2.3 If mitigating circumstances prevent an RS from performing his/her responsibilities, the coordinator, principal, and RS shall meet to reassess those responsibilities.
- 21.14.2.4 Elementary RS who travel shall not have to participate in the site yard duty schedule except in emergencies.
- 21.14.2.5 Any student who does not have a valid IEP shall not be served by the RS Program.
- 21.14.2.6 RS shall not be required to supervise Resource Specialist Program students during the student's unscheduled instructional time in the RS program.
- 21.14.2.7 RS who are assigned to two (2) schools shall attend one faculty meeting per month, on an alternating basis.
- 21.14.2.8 Utilization of RS shall be consistent with State law.
- 21.14.2.9 RS will be invited to participate in the interview process to fill IA vacancies in their programs. It is understood that this language does not apply if a permanent RS is not currently assigned to this position.

Each RS shall submit to the Site Administrator recommended work schedule and work responsibilities for any IA assigned to their program.
- 21.14.2.10 RS are responsible for providing programmatic guidance including orientation to IA assigned to their program.

21.14.3 Caseload Limit

No individual RS shall be assigned more students than the state caseload maximum.

21.14.4 Itinerant Site Assignments

The RS site schedule shall be arranged by the coordinator in collaboration with RS and affected site administrators to minimize instructional and program time loss due to travel time between sites.

21.15 Full Inclusion Education

21.15.1 Definition

The full-time enrollment as prescribed by IEP, of a SDC student in a general education classroom, which is not staffed by a full-time Special Education teacher.

21.15.2 General Provisions

- 21.15.2.1 The full inclusion student shall count as part of the regular education teacher's class size roll.
- 21.15.2.2 The general education teacher shall receive a copy of the student's IEP.
- 21.15.2.3 Any full inclusion student with an IEP shall be included in the Special Education case carrier's caseload.
- 21.15.2.4 The Special Education case carrier in consultation with the general education teacher(s) shall submit to the Site Administrator and appropriate coordinator a recommended work schedule and work responsibilities for any IA/AHC assigned to their programs.

- 21.15.2.5 The Special Education case carrier in consultation with the general education teacher(s) is responsible for providing program guidance, including orientation to IA/AHC assigned to their programs.
- 21.15.2.6 It is the intention of the Employer to continue the practice of planning full inclusion placements in such a way that no more than two full inclusion students are normally placed in any one self contained general education classroom.
- 21.15.2.7 It is the intention of the Employer to assign full inclusion students to case carriers who have the necessary competencies to meet the needs identified in the IEP.
- 21.15.2.8 The site principal, upon receiving a copy of the IEP, shall assign a full inclusion student to a general education classroom. Among other factors the assignment shall take into consideration physical space needs of the student, scheduling, curriculum designs, existing classroom composition and the unique needs of the student.
- 21.15.2.9 The Special Education case carrier shall make available to the principal any additional pertinent information regarding the student, which may have a bearing on placement. Any general education teacher who wishes to volunteer to teach a full inclusion student may have such a request considered as one of the placement factors.
- 21.15.2.10 This is for information only. A unit member may request an IEP review to be held pursuant to California Special Education Code Section 56343.
- 21.15.2.11 Under the direction of the Site Administrator and consultation with the appropriate Special Education Coordinator, the Special Education case carrier and the general education teacher(s) will develop a plan for the support. Each general education teacher serving a full inclusion student will receive one (1) day per month of release time via a rotating substitute.
- 21.15.2.12 Preference shall be given to the use of single grade classrooms as one (1) of the primary factors in selecting placements for full inclusion students.

21.16 Physical Education (P.E.) Teachers

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

21.17 Journalism Teachers

Journalism unit members who are responsible for the yearbook and/or the school newspaper shall have a daily period for production.

In performing these responsibilities, such unit members shall not be required to work beyond their regular duty day, except as provided in Section 10.2.

21.18 Substitute Teachers

The Employer 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.

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

- 21.18.2 The daily, Long-Term, and Extended Long-Term rates of all substitute teachers are found in Article 24 - Compensation.
- 21.18.3 Substitute teachers may purchase benefits from the Employer's Kaiser Health Plan at their own expense. Substitutes shall also be permitted to purchase benefits from other Employer health and welfare plans if there is no cost to the Employer for processing or administering their participation.
- 21.18.4 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.

21.18.5 **Substitute Assignments**

- 21.18.5.1 The unit member shall request a substitute.
- 21.18.5.2 If the unit member is not able to call for a substitute, the principal or his/her designee shall call for a substitute.
- 21.18.5.3 If a specific substitute is requested by the teacher or the principal, the request shall be honored if the substitute is available.
- 21.18.5.4 If there is no request for a specific substitute, assignments will be made in the following order:

Elementary

Secondary

- | | |
|--------------------------|---------------------------------------|
| a) Elementary credential | a) Fully credentialed in subject area |
| b) Emergency credential | b) Emergency credential |

- 21.18.5.5 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.
- 21.18.5.6 All substitutes shall be expected to work for a full day unless there is a prior agreement between the Employer 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.

21.18.6 **Duties of a Daily Substitute**

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

- 21.18.6.1 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.
- 21.18.6.2 A detailed list of the daily substitute's duties shall be included in the Employer's substitute packet that will be given to each substitute at the beginning of the school year.

21.18.7 **Duties of a Long-Term Substitute**

The duties of a long-term substitute shall be the same as the duties of the regular teacher as defined in Article 10 - Hours of Work of the contract except:

- 21.18.7.1 A long-term substitute shall not be required to submit written lesson plans for a period to exceed twice the number of days of the assignment or for a period longer than any regular unit member is expected to plan, or for a period longer than an expected termination date for the assignment.

21.18.8 **Substitute Evaluation**

The principal or his/her designees will observe/evaluate substitutes after 18 consecutive days on an assignment, using the Employer'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 Services and Support; and, kept at the school site for three (3) years.

- 21.18.8.1 After eighteen 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.

21.18.9 **General Provisions**

At least one mailbox shall be provided at each site for substitute teachers.

- 21.18.9.1 Substitute teachers shall receive twice-monthly paychecks. Each substitute shall receive his/her check by mail to the last address of record.
- 21.18.9.2 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 Employer.
- 21.18.9.3 In-service programs for substitute teachers shall be developed by the Employer 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.
- 21.18.9.4 A substitute teacher shall be considered as long-term after the 14th day of continuous duty in the same daily assignment, and shall be paid for the 15th day at the long-term rate. The substitute shall commence long-term duties on the 15th day of service if qualified and continuing in the assignment.
 - 21.18.9.4.1 Beginning July 1, 2006, a substitute teacher will be compensated at the Long-Term Rate for any full days of service after the 30th day of service in a given school year and the Extended Long-Term Rate for any full days of service after the 60th day of service in a given school year. To be eligible for compensation under this subsection, a substitute teacher must have written verification of completion of the paid minimum half-day in-service program or other professional development as offered by the Employer pursuant to Section 21.18.9.3. This subsection applies only to substitute teaching assignments in K-12 and does not apply to unit members participating in the STIP program identified in Section 21.18.11.

21.18.9.4.2 Beginning July 1, 2006, any substitute teacher who completed at least 30 and not more than 59 full days of service in 2005-2006 shall be compensated at the long-term rate. Beginning July 1, 2006, any substitute teacher who completed 60 or more full days of service in 2005-2006 shall be compensated at the extended long-term rate. To be eligible for compensation under this subsection, a substitute teacher must have written verification of completion of the paid minimum half-day in-service program or other professional development as offered by the Employer pursuant to 21.18.9.3. This provision is only applicable for the 2006-2007 school year.

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

21.18.10 **Requests for a Substitute Not to Return to a Particular School-Site**

21.18.10.1 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.

21.18.10.2 Requests for a Substitute Not to Return to a Particular Adult Education School Site

21.18.10.2.1 An Adult Education site administrator and an Adult Education substitute each have the right to request that an Adult Education substitute not return to a site for the duration of a school year. Any Adult Education site administrator or Adult Education substitute may make such a written request and submit it to the Director of Adult Education along with supporting rationale. The Director of Adult Education 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.

21.18.11 **Substitute Teacher Incentive Plan**

A participant in the Substitute Teacher Incentive Plan (STIP) is defined as a substitute teacher who serves every day for the entire period of the STIP contract and is required to report daily to an assignment at any grade level or subject area.

21.18.11.1 **Qualifications for Participation**

Must have served for one or more years as a substitute with a record of “meets District standards” on evaluations from site administrators.

21.18.11.1.1 Must possess or be eligible for a California regular teaching credential authorizing service in Grades K-12 or an emergency 30- day teaching permit.

Failure to keep the credential current will invalidate the STIP contract. The Employer will process credential information submissions in a timely manner.

21.18.11.1.2 STIP Substitutes will be assigned and on duty the first instructional day of the school year.

- 21.18.11.2 The District will:
- 21.18.11.2.1 Recruit a minimum of forty-five (45) STIP Substitutes beginning April 1, for the subsequent school year. STIP applications will be available through the Human Resources Services and Support and the OEA.
 - 21.18.11.2.2 Guarantee work for every instructional day for 180 days. This will include eight (8) days of in-service. STIP Substitutes hired after the opening of the school year will have their contract days adjusted accordingly.
 - 21.18.11.2.3 Provide single coverage for Kaiser Health Plan coverage for the twelve-month period September 1 through August 31, for each STIP participant.
 - 21.18.11.2.4 Provide five (5) days of Sick Leave for each participant. Sick Leave shall be defined and used as provided in Article 11 - Leaves.
 - 21.18.11.2.5 Determine the home base school for each STIP participant.
- 21.18.11.3 The STIP Substitute will:
- 21.18.11.3.1 Be prepared to work every instructional day as assigned on a day-to-day or long-term basis, and fulfill the duties as prescribed in Sections 21.18.5 to 21.18.10.
 - 21.18.11.3.2 Sign a temporary contract designed specifically for this purpose.
 - 21.18.11.3.3 Participate in district and/or school site in-services as assigned. The Employer and the Association will jointly design in-service opportunities to improve substitute services provided through this program.

21.19 Year-Round Schools

At present the District does not operate or anticipate operating during the term of this Agreement Year-Round schools. In the event the District determines to operate Year-Round schools in the future, it shall meet and confer with OEA prior making that decision and negotiate the effect of that decision.

21.20 Classroom Teacher Instructional Improvement Program

See Appendix 5. (Sec. 21.20)5

ARTICLE 22 - EARLY CHILDHOOD EDUCATION CENTERS

22.1 General

22.1.1 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 3 - Definitions
- Article 10 - Hours of Work
- Article 12 - Transfer/Consolidation
- Article 15 - Class Size and Caseloads
- Article 17 - Safety and Security Conditions
- Article 21 - Special Service and Specialized Assignments
- Article 24 - Compensation

22.1.2 Article 23 of this contract shall not apply to Early Education Centers.

22.2 Definitions

22.2.1 Center is defined as an Early Childhood Education Center.

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

22.2.3 Teacher is defined either as a CDC Preschool teacher, a CDC School-age teacher or a State Preschool teacher. (A State Preschool teacher is also sometimes referred to as a State Pre-K or State Pre-Kindergarten teacher.)

22.2.4 Day is defined as a center workday.

22.2.5 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.

22.2.6 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.

22.3 Association Rights

22.3.1 The Employer shall provide release time, cost of substitute if required, to be borne by the Association, for up to five (5) unit members 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) unit members 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.

22.3.2 The Association shall provide the Employer with the names of all official Association representatives and the dates and times of Association meetings.

22.3.3 The parties recognize that under normal circumstances unit members 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.

Unit members are not required to cook food or obtain food for their pupils unless they agree to do so.

22.4 Safety Conditions (ECE)

22.4.1 General

- 22.4.1.1 The District, with input from the site administrator and the FC 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.

22.4.2 Fire and Disaster (ECE)

- 22.4.2.1 Neither the Employer nor the employee 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. These include building evacuations 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.

22.4.3 Disruptive Action by Students (ECE)

- 22.4.3.1 Unit members 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 notified and appropriate action shall be taken to remove the student from the immediate environment.

22.4.4 Assault, Attack or Threat Against an Employee

- 22.4.4.1 It shall be the duty of the employee to:

- 22.4.4.1.1 Report the incident immediately to the administrator in charge or designee, who will immediately report the incident to the Police or immediately notify the student's parent, guardian, or other responsible adult.

- 22.4.4.1.2 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.

- 22.4.4.2 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 the law is met. Such law provides "...act or omission in the scope of employment and the public entity determines that it is in the best interest of the public entity. The employee acted or failed to act in good faith without actual malice and in the apparent interest of the public entity."

- 22.4.4.3 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.

- 22.4.4.4 The students involved in conduct prohibited by Sections in 22.4.3 and 22.4.4 above shall not be returned to any class until the site administrator has initiated action in accordance with the District's Discipline Policy.
- 22.4.5 Civil Disorder (ECE)
- 22.4.5.1 Should conditions of civil disorder or student unrest develop to the extent that, in the Superintendent's judgment, and in consultation with the FC's where practicable, a school(s) cannot be kept open with reasonable assurance of safety to pupils and teacher, the District shall declare an emergency closing of the school for a period of time considered necessary by the District.
- 22.4.5.2 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, the site administrator will call a faculty meeting for the orderly reopening of the school.
- 22.4.6 Unauthorized Person (ECE)
- 22.4.6.1 When unauthorized persons are observed on school premises, they shall be reported to the administrator or designees, 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.
- 22.4.6.2 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. Recommendations from the FC and the District Safety Committee shall be sought.
- 22.4.7 Safety After School (ECE)
- 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 preplanning and safety determination of after-school events have established for local sites as well as District-wide.
- 22.4.8 Safety Conditions
- The Employer with the input from the Site Administrator and the FC at each Early Childhood Education Center shall work to ensure that unit members will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- 22.4.9 School Site Discipline Committee
- An Early Childhood Education Center Safety/Discipline Committee shall be established at each center site. Committee members will include the site administrator and an equal number of unit members 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 Early Childhood Education Centers. A copy of the report shall be made available to the Association upon request. The Site Administrator shall be responsible for advising unit members of the requirements of the State law and reporting procedures and responsibilities related to child abuse.

22.4.10 Safety-After Center Hours

The employer has established procedures to provide for the safety of students and unit members participating in, attending, or supervising after-center hour's events. Procedures for preplanning and safety determination of after-center hour's events have been established for local sites as well as District-wide events. At the center site, the administrator and FC meet for the purpose of preplanning and review of the student or staff safety. Should the site administrator and the FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the District Events Safety Council.

22.5 Vacancies

22.5.1 All known vacancies shall be listed as vacancies occur. 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.

22.5.2 Vacancy lists shall be available in all center sites and in the Human Services Division as well as in the Association office lobby. All contracted certificated (Permit) unit members shall be eligible to apply for posted vacancies in the centers.

22.5.3 All vacant or newly established positions for which early childhood Permit teachers are eligible to apply shall be listed.

22.5.4 All certificated (Permit) unit members shall be eligible to apply. Such eligibility will be clearly stated on the official listing. 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 12 - Assignment/Transfer/Vacancy/Consolidation Policy.)

22.6 Application Procedure

22.6.1 Application forms shall be available in the Center Administration Office and in the Human Resources Services and Support.

22.6.2 Unused.

22.6.3 It is desirable for the unit member to discuss with the center administrator the reasons for submitting a transfer application if the unit member so desires.

22.6.4 Each center administrator or the program director shall supply the Director of Human Resources 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.

22.6.5 Ineligible candidates will be notified of their ineligibility. If an interview seems desirable, it may be arranged by either the unit member or the center administrator.

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

- 22.6.6 Notices of vacancies for which unit members are eligible to apply shall be listed, except in cases where vacancies are filled by Employer-initiated transfers.
- 22.6.7 Vacancies not filled as the result of the second listing and those resulting from it shall be filled by unit members who do not have an assignment because of consolidation of their positions, unit members on leave who have not been assigned and other unassigned unit members.
- 22.6.8 All ensuing vacancies during the year shall be filled first by unassigned unit members who have the required certificate/credential qualifications/experience (as defined in past preparation, formal evaluations, and length of service to District). Remaining vacancies shall be filled by applicants (new hires) having qualifications for the position.
- 22.6.9 Positions of unit members on leave for one-half their duty year shall not be considered vacancies.
- 22.6.10 These provisions shall not apply to unit members who extended their leave beyond one-half duty year. In the event the unit member does not return or chooses to select another assignment, the unit member's former position shall be declared vacant and will be listed.
- 22.6.11 Unit members leaving stamped self-addressed envelopes with the Director of Human Resources shall receive OUSD certificated listings during their non-duty days.

22.7 Assignment Factors Considered for Position

- Possession of appropriate California certificate/credential.
- Qualifications experience.
- All the above factors being equal, seniority in the District shall be given preference in granting a transfer request.

22.8 Transfer – General Provision

- 22.8.1 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 or to assignment to a particular classroom or age grouping.
- 22.8.2 Unit members shall not be transferred or consolidated more than once during their probationary period except in an emergency or for extenuating circumstances.
- 22.8.3 Unit members whose transfer requests have been approved and newly hired unit members 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.
- 22.8.4 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.

22.9 Employer - Initiated Transfer

- 22.9.1 If the center administrator initiates a transfer, the center administrator shall arrange a conference and discuss with the unit member the reasons a transfer is being considered.

- 22.9.2 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 Early Childhood Education listing the reason, a copy of which shall be given to the unit member. Except in cases of emergency, unit members shall be given notice of employer-initiated transfers by the first Friday in January for a transfer that is to take effect the beginning of the spring semester, and the first Friday in June for a transfer that is to take effect between July and September. (Emergency is defined as an unforeseeable or unanticipated circumstance requiring immediate action.) The Director of Early Childhood Education shall confer with the Director of Human Resources 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 to confer with the unit member and arrange reassignments. This does not preclude the unit member from applying for transfer to a listed vacancy.
- 22.9.3 The Superintendent, Director of Human Resources shall arrange a conference with the unit member receiving an Employer-initiated transfer and discuss the necessity for the transfer. The new assignment will also be discussed at this conference. Reasons for the transfer, if requested by the unit member, shall be put in writing and a copy given to the unit member.
- 22.9.4 Employer-initiated transfers shall not be enacted for reasons of a punitive or disciplinary nature. Any reason considered in relation to Employer initiated transfer must have a direct bearing on the unit member and the unit member's specifically assigned responsibilities. In addition, unit members may request an employer-initiated transfer with reasons to be stated to the appropriate site administrator or Director of Early Childhood Education.
- 22.9.5 If possible, the Director of Human Resources shall notify the unit members in writing of the new assignment by the second Friday in January when the Employer-initiated transfers are 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.

22.10 Consolidations

- 22.10.1 Factors to be considered in selecting a unit member are:
- Certificate/Credential
- All of the above given factors being equal, seniority in the District shall be given preference.
- 22.10.2 A staff consolidation is defined as a reduction in the number of certificated unit members 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 unit member assignments.
- 22.10.3 When specific consolidations are to take place, the center administrator will inform the unit member and discuss if requested the unit members modifications required.
- 22.10.4 Before any consolidation actually takes place, the center administrator shall arrange a conference and discuss with the unit member who is being consolidated the necessity for the consolidation of the position.

- 22.10.5 The unit member to be consolidated may telephone or request an appointment with the Director of Human Resources to discuss all known vacancies and possible future vacancies to be listed.
- 22.10.6 Center consolidations shall be effective on either January 31 or June 30. For consolidations that are scheduled to take place on January 31, the affected unit members shall be given appropriate written notice no later than December.

For consolidations that are scheduled to take place on June 30, the affected unit member shall be given appropriate written notice no later than May 15.
- 22.10.7 Non-classroom consolidations may take place anytime during the school year. The Employer shall determine the necessity of a consolidation. When specific consolidations are to take place, the administrators of the sites involved will inform unit members and discuss if requested, the unit member's modifications required.
- 22.10.8 Unit members to be reassigned because of consolidation of their positions will have preference in applying for listed vacancies in accordance with assignment factors. The District of Human Resources shall notify the unit members 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.
- 22.10.9 The Employer will provide information to the Association upon request prior to district-wide consolidations.

22.11 Transfer/Consolidation Due to Center Being Closed/Replaced

Unit members will be assigned to centers where the children from the original site have been placed. Unit members will follow the students. In the event all the unit members cannot follow the students due to changes in enrollment, the consolidated factors shall determine who follows the students.

- 22.11.1 When the facility is rebuilt, all unit members who were in the original center shall have the first opportunity to return to the new facility. If more unit members desire to return than there are positions available, the assignment factors may be considered. After unit members in the original center have had an opportunity to be assigned to the new facility and vacancies still remain then procedures for listing a vacancy under the unit members transfer article shall be followed.
- 22.11.2 Unit members assigned to a center prior to reconfiguration shall have the option of remaining at the center after reconfiguration. In the event that all unit members cannot remain after reconfiguration due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated. Unit members 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. Unit members who do not want to continue in their assignment due to reconfiguration shall be granted an Employer-initiated transfer and/or may apply for listed positions.

22.12 Unit Member Assignment

- 22.12.1 Unit members shall be given written notice of center assignment when the center program is completed in June for the ensuing year. The unit members shall be so informed in writing, and upon request, the center administrator shall have a conference with the unit member. The unit members shall be consulted individually

regarding any change in the unit member assignment due to unanticipated circumstances after the initial assignment, and shall be so informed in writing.

- 22.12.2 Unit Members 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 unit member to work with specific age groups.
- 22.12.3 In order to assure that the pupils are taught by unit members working within their areas of competence, unit members shall not be involuntarily assigned outside the scope of their teaching certificate.
- 22.12.4 The Superintendent shall assign all newly appointed unit members to specific centers for which the Board has authorized employment. New unit members shall receive notice of assignments as soon as practical.

22.13 Hours of Work

22.13.1 Work Year – CDC Preschool and CDC School-age

The work year for CDC Preschool and CDC School-age permit unit members will be 208 days.

CDC Preschool and CDC School-age unit members shall schedule their non-scheduled day(s) by mutual agreement with the site administrator. Site administrators shall not unreasonably prevent mutual agreement. Not more than one-half of the certificated unit members may be off work at one time. If these provisions have been met, and two or more unit members 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 unit members hired after July 1st of any given year.

- 22.13.1.1 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.
- 22.13.1.2 When an Early Childhood Education site work calendar is mutually agreed upon with the site administrator and approved by the Employer for the following center year it may not be changed, except that unit member 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 unit member to reschedule his/her teaching days.
- 22.13.1.3 When requested by the Employer to work beyond the contract year, unit members shall be paid per diem on the basis of their annual scheduled salary. Such additional duty shall be by mutual agreement. Unit members who upon their own request work beyond the contract year shall be paid the regular/non-long-term substitute rate.
- 22.13.1.4 The Early Childhood Education CDC Preschool-CDC School-age and the State Preschool calendars can be found in Appendix 4.
- 22.13.1.5 There shall be two planning days each year.
- 22.13.1.6 One half-day per year will be scheduled by the site administrator for all unit members 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 unit members so that substitute costs will be minimized.

22.13.1.7 The Employer shall provide each unit members at a Center with a copy of the appropriate annual ECE calendar.

22.13.1.8 Unit members hired prior to July 1, 2006 may voluntarily request to reduce their work year to the State Preschool work year, provided a State Preschool vacancy exists. Such requests shall not be unreasonably denied.

22.13.2 Work Year – State Preschool Program

The work year for State Preschool unit members hired on or after July 1, 2006 shall be 183 days, or the number of days that State Preschool students are scheduled for classes, plus three (3) additional days of professional development activities as scheduled by the District for a total of 186 duty days.

The work year for State Preschool unit members hired prior to July 1, 2006, shall be 208 days, consistent with the Regular CDC Work Year. State Preschool unit members on the 208-day work year shall not be eligible to use non-scheduled days on days on which State Preschool students are scheduled for classes.

Summer Work for 186-day State Preschool Teachers. Qualified State Preschool teachers shall have priority over substitutes for substitute assignments that occur in ECE summer programs outside of the State Preschool work year. State Preschool teachers shall submit their interest in filling such substitute assignments in writing to the ECE director or designee by March 1st. The District shall provide a copy of the list of volunteers to the Association. Such assignments shall be at the appropriate ECE Permit Teacher substitute rate.

22.13.2.1 The unit member shall be guaranteed a duty-free lunch period, preparation and break. If a unit member is required by the site administrator 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.

22.13.2.2 A unit member who is required to work beyond the duty day for more than 15 minutes shall be compensated at the extra-duty rate.

22.13.2.3 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 unit members 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.

Unit members 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 Appendix 1 – ECE Teachers Certificated/Permit Salary Schedule.)

- 22.13.2.4 Responsibilities of the Teacher-in-Charge include:
- Opening or closing of ECE Center and
 - Receiving State documents and
 - Assigning students to individual classes in the event a substitute cannot be secured and
 - Referring parents to the site administrator in case of specific concerns and
 - Responding to emergency situations as necessary
 - Other related responsibilities shall be consistent with Section 22.13.4.

22.13.3 Certificated Early Childhood Education unit members who provide substitute coverage to parts of classes for which substitutes are not provided by the Employer 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.

22.13.4 A unit member who temporarily assumes the role of the site administrator without action having been taken by the Board will have administrative responsibilities. The requirements include 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.

22.13.5 General Provisions

Lesson preparation, study, student evaluation, conferences, etc. are to be conducted during those periods of time so scheduled. Unit members 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.

22.13.6 A Labor/Management Advisory Council shall be established that includes the Director of Early Childhood Education, assigned central office staff, and designated site administrators who meet with site representatives and other unit members from various sites. All unit members are eligible to participate in this voluntary activity.

The purpose of the council is to improve the dissemination of information and to promote on-going articulation between unit members and the Director. The goal of this partnership should include the improved understanding of program needs in order to foster positive public information skills for all unit members who participate.

22.13.7 Program Expansion/New Facilities

All vacancies shall be listed.

22.13.8 Teacher/Child Maximums

Teacher/child maximum is defined as the maximum number of pupils who may be in attendance with each unit member. The Employer shall adhere to the following unit member/child maximums in the District Early Childhood Education Centers as established by the State Department of Education:

<u>Teacher/Child</u>	<u>Adult/Child</u>
<u>Maximum</u>	<u>Maximum</u>

0 yrs to 2 yrs	1:18	1:3
0 yrs to 3 yrs	1:16	1:4
3 yrs to 6 yrs (Preschool to Kindergarten)	1:24	1:8
6 yrs to 10 yrs (1 st to 3 rd)	1:28	1:14
10 yrs to 14 yrs (3 rd – 8 th)	1:36	1:18

- 22.13.9 Exceptions to class size maximums may be taken when space is inadequate, when health and safety of students could be imperiled.
- 22.13.10 Waivers to class size maximums may be made upon mutual agreement of the site administrator and the unit member(s) involved.
- 22.13.11 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.

ARTICLE 23 - SUMMER SCHOOL EMPLOYMENT

23.1 General Provision

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 specially and explicitly in conflict with the Summer School Program shall govern terms and conditions of employment for Summer School employees: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (to the extent that such Articles apply to substitutes), 13, 14, 15, 17, 19, 21 and 24.

In addition to the provisions of the contract applying to Summer School cited above, herein, the following specific terms of employment shall apply:

23.2 Calendar

Summer schools ordinarily start on the Monday, which occurs ten calendar days following dismissal of the regular session.

Elementary summer sessions are ordinarily 29 school days in length; secondary are ordinarily 24. Modifications of this calendar may be made by the Employer at its discretion.

23.3 Staff Selection

Qualified unit members from within the District shall be considered for placement. Should qualified District unit members not be available, the Employer may accept candidates from outside the District.

- 23.3.1 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 listing.
- 23.3.2 Applicants are to use the "Certificated Summer School Application Form" in responding to posted openings.
- 23.3.3 Summer school unit members shall be selected based on the following criteria:
 - 23.3.3.1 Qualifications (including for specific needs of specific assignment stated in the posting).
 - 23.3.3.2 Balance of site staff on the basis of experience as it relates to the District composition of certificated staff.
 - 23.3.3.3 Unit members 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 listing.
 - 23.3.3.4 Unit members 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.
 - 23.3.3.5 Employment shall be contingent upon enrollment.
 - 23.3.3.6 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.

23.4 Evaluation

The Summer School programs and all unit members shall be evaluated on the basis of established goals and objectives and/or the District's standards of achievement.

23.5 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.

23.6 Alternate Teachers

The Employer agrees to employ substitute teachers in the District 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 Employer's prorated daily rate.

23.7 Sick Leave

Unit member 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 24 - COMPENSATION

24.1 Compensation by Fiscal Year

24.1.1 K-12

24.1.1.1 FY 2005-2006

24.1.1.1.1 Effective July 1, 2005, a 2% salary increase, of which one and one-half percent is contingent on participation in professional development eligible block grant activities. Where appropriate, each member shall have the opportunity to earn the additional 1.5% by working three (3) staff development buy-back days. The 2% shall be added to the salary schedule to carry forward to subsequent years. Parties shall ensure that all unit members have the opportunity to earn the full 2%, including make up days for those who have not attended one or more buy-back days that have occurred to date. Members not attending three (3) staff development days during the fiscal year shall incur a salary deduction from the June paycheck.

24.1.1.2 FY 2006/2007:

24.1.1.2.1 Effective July 1, 2006, a 2.5% salary increase and increase the work year by an additional three (3) work days. (See Article 10 - Hours of Work.)

24.1.1.3 FY 2007/2008:

24.1.1.3.1 Effective July 1, 2007, maintain the 186-day work year, plus a 1.75% salary increase.

24.1.2 Early Childhood Education

24.1.2.1 The 2005-2006, 2006-2007 and 2007-2008 Child Development Center Preschool and CDC School-age Teachers Certificated/Permit Salary Schedule shall indicate a 208-day work year.

24.1.2.2 The 2006-2007, and thereafter, State Preschool Child Development Center Teachers Certificated/Permit Salary Schedule shall indicate a 186-day work year.

24.1.3 Adult Education

24.1.3.1 For FY 2006/2007, and thereafter, there shall be established an Adult Education Salary Schedule based upon the K-12 Certificated Teachers' salary schedule.

24.1.4 Additional Salary Increases

24.1.4.1 The salary increases provided in Sections 24.1.1.1, 24.1.1.2 and 24.1.1.3 above shall apply to the Early Childhood Education and Adult Education Salary Schedules as indicated in the salary schedules in Appendix 1.

24.1.4.2 The salary increases provided in Sections 24.1.1.1, 24.1.1.2 and 24.1.1.3 above shall apply to all applicable rates, schedules and stipends.

24.1.5 Substitute Salary Increases

24.1.5.1 Effective July 1, 2006 and thereafter the following rates shall apply:

- K-12: \$118 Daily; \$138 Long Term; \$ 152 Extended Long Term

- Early Childhood Education: \$96 Daily; \$115 Long Term
- Adult Education: \$24/hr (Daily); \$25.59/hr (After six hours of professional development).

24.2 General Provisions for Placement on Teachers Salary Schedule

24.2.1 Registration of Credentials

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

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

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

24.2.3 All unit members will be paid in accordance with the appropriate salary found in the Appendices. (See Appendix 1.)

24.2.4 Step Increase Requirements

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

All current District employees hired as an Adult Education unit members shall be placed at a step above and closest to the employees current pay rate. Adult Education unit members who are hired from outside the District shall be placed on Step 1 of the salary schedule.

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

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

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

24.2.5 Upon application for initial employment, a unit member may be granted salary schedule credit, at the discretion of the Director of Human Resources for previous

non-teaching experience. The fully verified non-certificated paid service must be deemed by the Employer to be in a shortage field and be directly related to the certificated assignment.

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

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

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

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

24.3 Column Requirement

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

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

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

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

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

- 24.3.3.1 Lower division courses taken after the BA is earned and taken at accredited institutions, as stated above, may be accepted for Salary Schedule credit if approved in advance by the Director of Human Resources. The approval shall be

on the basis that such hours are in courses, which pertain, to/or may be reasonably expected to enhance the work skills of the unit member.

24.3.3.2 Course work for salary placement of new employees will initially be evaluated by the Human Resource Division, based upon the same criteria as defined herein except that no prior approval shall be required.

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

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

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

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

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

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

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

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

- 24.3.5 In order to be upgraded on the salary schedule for a full year, the unit member must file any materials for upgrading according to the following schedule:

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

- 24.3.6 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.

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

- 24.3.7 A Unit member 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 unit member presents proper verification of successful completion of requirements.

24.4 **Anniversary Increments**

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

24.5 **Special Rates for Certain Unit Members**

24.5.1 Stipends

Assignment to a position that qualifies for payment of a stipend shall be for one year only. If the position continues beyond one year, non-reassignment shall be for good cause only.

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 unit member is notified, to the contrary by the Board of Education or its authorized representative.

24.5.2 Other Stipends

24.5.2.1 Placement of Elementary Pupils in Other Classrooms when Substitutes are not provided.

24.5.2.1.1 Teachers not receiving their preparation periods shall receive the following compensation: The rate of pay shall be the teacher's hourly per diem from beginning of the 2000-01 school year. (See Appendix 13)

24.5.2.1.2 When teachers provide substitute coverage to parts of classes for which substitutes are not provided by the Human Resources Services and Support under circumstances where a substitute is normally authorized, the pay which would have been paid to a daily substitute unit member shall be paid proportionally to the unit members involved. (See Appendix 13)

24.5.2.2 Use of Regular Classroom Teachers for Preparation Period Substitute

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

In order for the regular classroom teacher to receive payment for preparation period substitute duty, the teachers 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.

24.5.2.3 Use of Conference Period for Substitute Duty at Secondary Level

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

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

24.5.2.5 National Board Certification Stipend

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

24.6 Salary Provisions for Certain Unit Members

24.6.1 Nurses

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

- 24.6.2 **Teachers With Industrial Arts Credentials Not Teaching Vocational Courses**
Initial placement will be on Column 3. The usual rules for establishing five, six, and seven-year training apply.
- 24.6.3 **Teachers with the Standard Designated Subject 8.0 full-time Credential to Teach Industrial Education and Teaching Vocational Courses.**
 - 24.6.3.1 The initial placement of a unit member with a Standard Designated Subject Credential will be on Column 4.
 - 24.6.3.2 Trade experience beyond seven (7) years will be counted as unit member experience for placement purposes.
 - 24.6.3.3 Additional academic training of at least 60 units will be considered advanced training and will entitle the instructor to placement on Column 4.
 - 24.6.3.4 Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency (Column 6).
- 24.6.4 **Teachers with a Clear Regular Teaching Credential Plus the 8.1 Occupational Credential and Teaching Vocational Courses**
 - 24.6.4.1 Initial placement will be on Column 3 for teachers who will be teaching vocational courses.
 - 24.6.4.2 Credit will be allowed for industrial experience applicable to the teaching field on a ratio of one academic year (or 30 units) for each two year's industrial experience.
 - 24.6.4.3 Teachers may start on the salary schedule no higher than Column 4 and may qualify for the doctoral equivalency.
- 24.6.5 **Unit Members with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential**
 - 24.6.5.1 Initial placement will be on Column 3.
 - 24.6.5.2 Trade experience beyond five (5) years will be counted as teaching experience for placement purposes.
 - 24.6.5.3 Advancement on the salary schedule beyond Column 3 will be in accordance with items (24.7).

24.7 Work Year for Unit Members Paid on the Teachers' Salary Schedule

- 24.7.1 **Basic Assignments**
Unless otherwise noted, unit members paid on the Teachers' Salary Schedule shall be on duty all days of the school calendar scheduled as teacher duty days.
- 24.7.2 **Nurses**
The work year for nurses shall be the same as for teachers.
- 24.7.3 **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, 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.

24.7.4 Counselors

The work year for full-time counselors shall be the same as for teachers, 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.

For the purpose of calculating retirement, all the pre-and post-days shall be considered as part of the contract year.

24.7.5 Eleven and Twelve-Month Assignments

Unit members paid on the Teachers' Salary Schedule who work on eleven or twelve month assignments shall be on duty for those days described in Section 10.1 above, plus eighteen (18) additional days for an eleven-month assignment and thirty-six (36) additional days for a twelve-month assignment. Eleven-month unit members paid on the unit members' Salary Schedule shall receive their basic salary, including stipends, plus an additional 10%. Twelve-month unit members paid on the Teachers' Salary Schedule shall receive their basic salary, including stipends, plus an additional 20%.

24.7.6 Method of Payment

Ten (10) installments unless the unit members request that his or her salary be paid in twelve installments.

24.7.6.1 The first salary installment for a school year for employees on a ten installment plan shall be payable the last working day of September.

24.7.6.2 Requests for payment on the twelve installment plan shall be made to the Human Resources Services and Support prior to September 15 or within two weeks of the first duty day of unit members hired after the opening of school.

24.7.6.3 The first salary installment for unit members 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.

24.7.6.4 Requests to change from the twelve installment plan to the ten installment plan shall be made to the Human Resources Services and Support prior to September 15.

24.8 Health and Welfare Insurance

24.8.1 Employer – Employee Contribution to Health Benefits

24.8.1.1 In the 2005-2006 school year, there shall be no cost to the unit members for medical coverage for members or dependents.

24.8.1.2 The Employer shall continue to pay, on behalf of all eligible unit members, the full cost of dental, vision, life, AD&D and long-term disability insurance.

24.8.1.3 Effective July 1, 2006 and thereafter, the following changes shall be made in the Plan designs of the Least Expensive Health Maintenance Organization (“LEHMO”) and Second Health Care Provider (“SHCP”):

LEHMO	Co-Insurance						Dental & Vision, Life, AD&D, LTD	Dual Enrollment
	Professional Services			Prescriptions				
	OV	IP	ER	Gen.	Brand	Form		
2005-2006	\$10	\$0	\$35	\$10	\$25	N/A	fully covered	Y
2006-2007	\$10	\$250	\$100	\$10	\$30	N/A	fully covered	Y
2007-2008	\$15	\$250	\$100	\$10	\$30	N/A	fully covered	Y

SHCP	Co-Insurance						Dental & Vision, Life, AD&D, LTD	Dual Enrollment
	Professional Services			Prescriptions				
	OV	IP	ER	Gen.	Brand	Form		
2005-2006	\$10	\$250	\$50	\$10	\$25	\$35	fully covered	Y
2006-2007	\$15	\$250	\$100	\$10	\$30	\$50	fully covered	Y
2007-2008	\$20	\$250	\$100	\$15	\$35	\$55	fully covered	Y

OV - Office Visit IP - Inpatient Care ER - Emergency Room Visit

24.8.1.4 Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member 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 period, which shall be May 15 through June 16 for FY 2005/2006, and each May thereafter. Those desiring to change from one health plan to another will be processed only during the annual open enrollment period.

24.8.1.5 Effective July 1, 2006 and until June 30, 2008, the implementation of a payment for health benefits equivalent to 0.5% (.005 times salary, only) of salary only, not to exceed in any year an annual amount of \$500 for any unit member in any medical plan year. This contribution will be part of an IRS 125 plan.

24.8.1.6 **IRS 125 Plan**

24.8.1.6.1 Effective July 1, 2006 and each school year thereafter, the District shall set up and maintain an IRS 125 plan. Unit members may elect to participate in this plan to make pre-tax contributions for payments of medical co-pays, deductibles and any other legally allowable purpose.

24.8.1.7 **Measure E Contributions To Medical Benefits**

24.8.1.7.1 Effective July 1, 2006, the District shall commit from Measure E, \$1.8 million or 9.7%, whichever is greater, collected in the 2006-2007 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2006.

24.8.1.7.2 Effective July 1, 2007, the District shall commit from Measure E, \$1.8 million or 10%, whichever is greater, collected in the 2007-2008 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2007.

- 24.8.1.8 Effective upon the ratification of this agreement the Association and the District shall establish a Medical Benefits Reserve Fund (Fund). The sole purpose of the Fund shall be to pay OEA unit members' and dependents'/domestic partners' medical benefit premium costs, as determined and outlined below. Deposits into the Fund shall be held in a County of Alameda pooled interest investment account. All investment earnings calculated as of June 30th shall be transferred to the Fund.
- 24.8.1.9 Effective July 1, 2005 and until June 30, 2008, District increased costs during the term of this Agreement (if any), for medical insurance of the OEA unit shall have the Measure E contribution applied, then the contributions from OEA unit members for 2006/2007 and 2007/2008. If the total contributions from these two sources exceeds the cumulative increased costs of medical benefit premiums, the excess shall be placed in the Medical Benefits Reserve Fund on a monthly basis. These excess funds shall be used to pay for future medical benefit premiums.
- 24.8.1.10 No later than May 30 of each school year and thereafter, the District and the Association shall meet to determine the increased cost of medical benefits for the ensuing year and the estimated allocation of Measure E and member contributions, in accordance with these provisions. Final accounting of Measure E and member contributions will be made after the finalization of the District's annual audit for the prior year.
- 24.8.1.11 Effective June 30, 2008 and thereafter, the District will pay 86% of the costs of medical benefit premiums, Measure E shall contribute 10% of medical benefit premiums, and OEA unit members shall pay 4% of medical benefit premiums in any school year. The individual unit member share shall be determined by identifying the total dollar amount generated by the 4%. This amount shall be used to determine the percent of salary for the unit members necessary to generate that total dollar amount. Each unit member's maximum dollar contribution shall not exceed \$700 per year. This contribution will be part of a premium-only IRS 125 plan and to be considered as part of the premium for payment of health insurance.
- 24.8.2 Employer's contribution to the cost of a health plan for a part-time unit member is prorated as follows:
- Full payment for unit members working three-fourths time or more.
 - Three-fourths payment for unit members working half-time to three-fourths time.
 - One-half payment for unit members working one-fourth to one-half time.
 - One-fourth payment for unit members working less than one-fourth time.
- Part-time unit members pay the difference between the Employer contribution and the full cost of the plan by payroll deductions made for the part-time unit member's share, according to the authorization signed upon enrollment in a plan.
- 24.8.3 Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member 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 period. Those desiring to change from one health plan to another will be processed only during the annual enrollment.

24.9 Health and Insurance Revisions 2003-2004

The following changes shall be effective September 1, 2003:

24.9.1 The Kaiser Health Plan shall be provided under the Kaiser III Plan.

24.9.2 The Health Net Health Plan shall be provided under the Health Net V Plan.

24.10 Dental Plan

All eligible full-time unit members and their eligible dependents shall be eligible for coverage under an Employer-paid group dental insurance plan. Coverage under the Dental Plan begins six months from the first day of the month in which employed.

24.10.1 Where a unit member 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 unit member 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.

24.10.2 Dental plan maximum per enrollee \$1,500 annually.

24.11 Long-Term Disability Insurance

24.11.1 Each unit member 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 unit member. The benefit will be paid starting at the end of the qualifying disability period of sixty calendar days or beyond expiration of all paid leaves, including vacation, should the accrued sick leave and vacation extend beyond sixty days. Monthly benefit is two-thirds of the first \$1,200 of basic pay, plus one-third of additional basic pay to a maximum of \$1,200 per month total benefit.

24.11.2 An amendment rider has been added to the Employer's long-term disability contract with the insurance carrier which provides that certificated unit member with five or more years of credited STRS (State Teachers' Retirement System) employment shall be covered by the Employer's policy for a maximum of one year, thereafter to be covered by STRS; and that certificated unit members with less than five (5) years of service credited by the STRS shall be covered by the District policy to age 65.

24.12 Life Insurance

24.12.1 Each unit member in an eligible capacity is automatically covered at no cost to the unit member 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.

24.12.2 Enrollment is not required for this benefit, but each unit member 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.

24.13 Liability Insurance

- 24.13.1 A unit member, 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 unit members assure themselves of coverage, especially when transporting students to school-sponsored events, by carrying the minimum insurance required to meet state financial responsibility laws. Unit members are protected in case of injury during the performance of normal duty to the extent defined in the Workers' Compensation provisions of the Labor Code.

24.14 Vision Care

- 24.14.1 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 Vision Services Plan. In addition, the Employer shall provide supplemental insurance against lost or damaged glasses; upon reasonable proof or appropriate employee certification, said lost/damaged glasses shall be replaced annually.
- 24.14.2 Kaiser Optical Services shall be available for unit members enrolled in the Kaiser Health Plan.

24.15 Annuity Program

- 24.15.1 During the 1992/1993 school year, 1991/1992 annuity dollar contributions were paid only for those unit members who were eligible for the annuity as of June 30, 1992. The Annuity Plan was continued as then constituted through the 1991/1992 school year and for eligible plan participants accounts have been maintained by the annuity plan administrator.
- 24.15.2 Effective July 1, 1993, no further annuity contributions were made, and the 7.5% annuity contribution was added to the three OEA salary schedules, at all steps and columns for temporary, probationary and permanent unit members.
- 24.15.3 The Association and the Employer agreed to restructure the Board of the Supplemental Annuity Plan for certificated employees, as follows:
- 1 Representative appointed by the Employer
 - 1 Representative appointed by the UAOS
 - 5 Representatives shall be appointed by the Association
- 24.15.4 The parties agree that the above changes were fully implemented during prior contract and further agree that no changes or modifications are required in the current contract.

24.16 Health Benefits Improvement Committee

- 24.16.1 The Association and Employer understand and agree to the necessity of health care cost containment. The parties will work with all employees to ensure health care costs are contained or reduced without sacrificing the quality of health care. The Association agrees to continue to participate in the Health Benefits Improvement Committee (HBIC). The parties also recognize the need to reauthorize Measure E to help offset the costs of health care premiums for all employees.

24.17 General Information on Employer-Paid Insurance Plans

- 24.17.1 Unit members on paid leave will continue to have Employer contributions according to the work assignment that existed at the beginning of the leave.
- 24.17.2 Unit members on non-paid leave for a full calendar month or longer have no Employer contribution to insurance plans. Except for those unit members on maternity leave, for whom the Employer 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.
- 24.17.3 Unit members 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 Employer, 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. Unit members granted leave on some other basis should make their own arrangement for health or dental insurance.
- 24.17.4 Employer contributions toward costs of health, dental, disability income and group life insurance for ten-and eleven- month unit members will be made for twelve months, from July 1 through June 30.
- 24.17.5 The Employer has made voluntary tax-sheltered annuities available for unit members 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 Employer making the purchase for the unit member 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 a unit member either participate or not participate in such a plan. Each unit member must make the choice, as a unit member does not have similar tax positions and financial goals. Unit members who choose to participate in the plan may apply on forms available at the Insurance Programs Office.
- 24.17.6 If a National Health Plan is passed by the Congress (or statewide California equivalent) during the term of this Agreement, which provides for Employer contributions, the Association and Employer may meet to discuss the plan upon request.
- 24.17.7 The Employer will provide health plan benefits to unit members when they retire until age 65 at the retiree's option and expense.
- 24.17.8 Benefits as provided in this article shall be continued for the duration of the contract.

24.18 Transportation Reimbursement

- 24.18.1 Unit Members who are required by the Employer 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 unit members during the term of this contract.

24.18.2 Flat Rate Reimbursement

Regular flat rate reimbursement is based on the number of months of the duty assignment. The annual rates are:

<u>Assignment</u>	<u>Flat Rates</u>
10-month basis	\$ 681.00
11-month basis	704.00
12-month basis	728.00

Variable cost reimbursement for those whose annual mileage rate is one thousand (1,000) miles or more will be paid at the maximum allowable per mile rate provided for in the Internal Revenue Code.

24.18.3 Special Flat Rate Reimbursement for High Mileage and Weekend Assignments

For Unit members 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.

24.18.4 Excess Mileage Reimbursement

Unit members 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.

24.18.5 Mileage Reimbursement

Unit members 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.

24.19 Miscellaneous

24.19.1 Student Teaching

Cooperating unit members 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.

24.19.2 Teachers of Adults

Teachers of adults not paid as regular teachers shall be paid at the extra-duty rate.

24.20 Programs for Personal Growth

24.20.1 Any unit member 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.

24.20.2 Any unit member receiving credit for equivalency units as stated in Article 24, can apply those units to the 150-hour requirement of professional growth and vice versa.

- 24.20.3 Each unit of credit granted shall equal 15 hours toward the 150 of professional growth requirement. Thirty (30) equivalency units are the maximum allowed between Column I, and the Doctoral equivalent.
- 24.20.4 An individual program of professional growth shall consist of a minimum of 150 clock hours of participation in activities that 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; participation 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.
- 24.20.5 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 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 Employer.)
- 24.20.6 Upon completion of the units of work, the unit member 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 Services and Support.
- 24.20.7 The unit member must submit verification of 150 clock hours of professional growth at five (5) year intervals to the State Commission on Teacher Credentialing in order for his/her credential to be deemed to remain valid.

24.21 Domestic Partner Benefit

- 24.21.1 The Employer shall provide health insurance for unmarried domestic partners of eligible unit members as provided in this Article. "Domestic partner" is defined as a single member with an unmarried, unrelated individual who has lived with the unit member for not less than 12 months. To enroll, the unit member must complete an application form during the open enrollment period, accompanied by a notarized affidavit (see Appendix 15 (F2)).

The unit member will be taxed on the cash value of the Domestic Partner premiums, in compliance with IRS regulations.

COBRA provisions do not apply for Domestic Partner coverage.

ARTICLE 25 - PEER ASSISTANCE AND REVIEW

25.1 General

25.1.1 The Association and the Employer are continuously striving to provide the highest possible quality of education. In order for all students to succeed in learning, all unit members must succeed in teaching. The Association and the Employer believe that all unit members should focus on continuous improvement in professional practice and that unit members having difficulties can benefit from the assistance and review of colleagues. Therefore the Association and the Employer hereby establish a unit member Peer Assistance and Review Program (PAR) for K-12 classroom unit members. PAR shall use the standards in the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.1.1.1 Peer assistance may be provided to a beginning unit member or a volunteer permanent teacher and must be provided to a permanent unit member who has received an overall unsatisfactory evaluation in the areas of teaching strategies and instruction as provided for in the evaluation article in this agreement. The Peer Assistance shall be provided through Consulting Teachers as described in detail in Section 25.5. This assistance shall not involve the participation in or the conducting of the annual evaluation of unit members, except for making available to the evaluator the results of the referred unit members' participation in the program.

25.2 Definitions

25.2.1 Joint Committee

The PAR Program shall be governed by the Joint Committee composed of five (5) Association members and four (4) Employer members. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

25.2.2 Consulting Teacher (CT)

A consulting teacher is a permanent teacher selected by the Joint Committee to provide assistance and to review the progress of the teachers participating in the program.

25.2.3 Participating Teachers: The three types of participating teachers are Volunteer, referred, and beginning.

25.2.3.1 Volunteer Teacher (VT): A permanent teacher who wishes to participate in the program.

25.2.3.2 Referred Teacher (RT): A permanent teacher who is referred to the program because of an unsatisfactory evaluation.

25.2.3.3 Beginning Teacher (BT): A non-permanent, California preliminary or clear-credentialed teacher.

25.2.4 Peer Coach: A teacher who may be released on a part-time basis to work in the Program.

25.3 Joint Committee

25.3.1 Composition, Selection, Terms

The Joint Committee (JC) shall consist of nine (9) members composed of five (5) Association members and four (4) Employer members. Four (4) members shall be certificated classroom teachers who shall be selected by the Association. Three (3) members shall be administrators selected by the Employer. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

The Association and the Employer shall individually determine the method for selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the terms shall be staggered so that no party's appointees are all new in any one school year. The initial terms shall be for two and three years.

The Joint Committee may call on additional resources as appropriate. The Joint Committee shall establish its operational procedures, including the method for selection of a chairperson.

25.3.2 Meeting and Composition

The Joint Committee shall establish its meeting schedule. Adequate notice will be provided for any additional meetings. To hold meetings a majority of the members, with a minimum of two teachers and one administrator, must be present. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time.

Association appointees to the Joint Committee shall receive a stipend of \$4,000 paid on a pro-rata basis for each year of service on the JC.

25.3.3 Decision Making

The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of seven voting members. For any decision to be made at a JC meeting, a majority of the JC members present shall be teacher members of the committee.

25.3.4 Responsibilities

Joint Committee shall be responsible for the following:

25.3.4.1 Joint Committee Training

25.3.4.2 Development of Rules of Procedure

25.3.4.3 Consulting Teachers (CT)

- Selection of CTs.
- Training of CTs.
- Reviewing/directing the CTs provision of services.
- Reviewing peer assistance and review reports prepared by the CTs.
- Evaluating the CTs.

25.3.4.4 Permanent Teachers

The Joint Committee shall provide participating permanent teachers, Volunteer or referred, with a list of available CTs. The permanent teacher may indicate the CT that he/she prefers, but the Joint Committee shall not be bound by the preference. The Joint Committee shall notify the permanent teacher, his/her principal, and the CT in writing that the permanent teacher is participating in PAR. The appointed CT shall be identified.

25.3.4.5 Cooperation between Consulting Teachers and Principal

The Joint Committee shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal in the peer assistance and review process.

25.3.4.6 Recommendations to Board of Education

The Joint Committee shall review PAR reports prepared by CTs and make recommendations to the Board regarding a referred teacher's progress in PAR, including, but not limited to identifying a referred teacher who is unable to demonstrate satisfactory improvement after sustained assistance.

25.3.4.7 Annual Evaluation of Program

The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, CTs, principals, and others as deemed appropriate. The Joint Committee shall submit this annual evaluation in writing, including any recommendations for improvement, to the Superintendent and the Association at the same time that it submits the proposed budget. This submission shall be no later than May 30.

25.3.4.8 Annual Budget

25.3.4.8.1 The parties agree that the annual budget for the PAR Program shall not exceed the revenue provided by the State in support of the PAR Program each year. In addition the parties agree that there shall be no encroachment into the Employer's unrestricted general fund to support the PAR Program.

25.3.4.8.2 The Joint Committee shall annually submit a proposed budget to the Superintendent. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration:

- The number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the program
- The cost, if any, to augment the BTSA program adequately to support beginning teachers
- The recommendations for improvement of PAR which it made in the annual report to the Board
- Other relevant factors
- Payment to Employer's members for participation on the Joint Committee

25.3.4.8.3 The proposed budget, including related administrative costs of not more than 5%, shall not exceed the state funding allocation for the coming year as estimated by the Employer's chief financial officer.

25.3.4.8.4 This proposal shall be submitted at the time and in the form requested by the Employer. The Joint Committee shall recommend to the Superintendent that the Board authorize the necessary number of consulting teacher positions or any increase or decrease thereof, providing to the Superintendent the rationale for the request. The Board shall consider the requests promptly, normally in accord with a previously published calendar on budget review and position authorization.

25.3.4.8.5 At the conclusion of the fiscal year, if the revenue for the PAR Program exceeds expenditures for the PAR Program, the Joint Committee shall determine the allocation of the surplus in a manner that facilitates the professional development activities of the District within the intent of this Article.

25.3.4.9 Special Support Schools

The Joint Committee may, with Employer approval, provide assistance to teachers at special Support Schools. These schools are those with high teacher turnover and/or large numbers of inexperienced teachers or teachers with less than three (3) years experience.

The Joint Committee shall:

- Identify the schools using indicators from the Human Resources Services and Support.
- Identify the circumstances contributing to the teacher turnover.
- Coordinate support with the intent to build and keep capacity at the school.

25.3.4.10 Procedures

The Joint Committee shall adopt procedures for implementing the provisions of this Article. These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article, and this Collective Bargaining Agreement shall prevail.

25.3.5 Confidentiality

25.3.5.1 All materials related to evaluations, reports and other personnel matters regarding individuals, which are created or reviewed by the Joint Committee, shall be strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the program or in the peer review process with the following exceptions:

25.3.5.2 The Employer may make use of the following documents regarding referred unit members:

- Final and intermittent peer review reports prepared by Consulting Teachers;
- Recommendations of the Joint Committee or CT regarding participants in the Program;

- Evaluations of a teacher’s participation in the Program by the Joint Committee or CT.
- Materials shall be disclosed if required by law.

25.3.6 Indemnity

The Employer shall have the same duty to defend and indemnify Joint Committee members participating in the PAR program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810 et seq., of the Government Code.

25.3.7 Non-Management/Supervisory Status

Functions performed by teacher Joint Committee members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision and of section 3540.1 of the Government Code.

25.4 Participating Teachers

25.4.1 Beginning Teachers (BT)

A Beginning Teacher is defined as a non-permanent, California preliminary or clear-credentialed teacher.

25.4.1.1 The PAR program for Beginning Teachers may include the BTSA program. BTSA may be supplemented with PAR funds as determined by the Joint Committee. All support provided the Beginning Teacher shall be confidential in accord with BTSA program guidelines.

25.4.1.2 The Employer shall provide the Joint Committee and BTSA with a list of all Beginning Teachers at the beginning of every school year, indicating the support program for which the Beginning Teacher is eligible, and shall supplement the list during the year as required.

25.4.2 Referred Teachers (RT)

Permanent unit members who have received unsatisfactory evaluation shall be referred to the Joint Committee and required to participate in the PAR program as an intervention.

25.4.2.1 Unsatisfactory Evaluation

25.4.2.1.1 PAR Participation shall not be required unless the procedures provided for in Article 13 (Evaluation) have been fully followed.

25.4.2.1.2 An unsatisfactory evaluation shall require participation in PAR when a unit member receives a summative evaluation on Form A of two (2) or more “unsatisfactory” ratings out of these five (5) evaluation categories:

- Standard for Engaging and Supporting All Students in Learning
- Standard for Creating and Maintaining Effective Environments for Student Learning
- Standard for Understanding and Organizing Subject Matter for Student Learning

- Standard for Planning Instruction and Designing Learning Experiences for All Students
- Standard for Assessing Student Learning

25.4.2.1.3 The summative evaluation shall be based on evaluation criteria appropriate to the unit member's instructional program, and consistent with the goals and objectives agreed to by the unit member and his/her evaluator at the outset of the evaluation process.

25.4.2.2 Referral

The administrator who authored the unsatisfactory evaluation shall refer the RT to the Joint Committee. The administrator shall provide the Joint Committee a copy of the unsatisfactory evaluation, together with appropriate documentation. A copy of the referral packet shall be sent to the RT.

The Joint Committee shall review the referral packet including the unsatisfactory evaluation and supporting documentation. It may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the Joint Committee shall determine the nature of assistance, which the CT shall provide.

25.4.2.3 Teacher Objection

A teacher who has been referred to PAR and objects to such participation on the grounds that the unsatisfactory evaluation leading to the referral was procedurally or otherwise flawed, may at his/her request, appear before the Joint Committee with a representative of his/her choice to explain his/her point of view regarding the defects in the evaluation. Notwithstanding this provision, the Joint Committee shall proceed to assign a CT to the RT in accord with its normal provisions unless it is determined that the unsatisfactory evaluation was invalid. At the time an unsatisfactory evaluation is determined invalid, any reports and documentation generated through the PAR process shall be removed from the Referred Teacher's personnel file.

25.4.3 Volunteer Teachers (VT)

Any permanent classroom teacher may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. To participate in the program, the unit member must volunteer by May 1 of the school year preceding participation in the program. A volunteer may withdraw from the program at any time. When the volunteer applies to the program, he/she shall provide the program with an initial draft of the goals, which he/she would like to accomplish by participation in PAR.

25.4.3.1 The CT shall maintain a log of assistance, which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.

25.4.3.2 All communications between the VT and the CT shall be confidential and shall not be shared with others, including the site principal, evaluator, or Joint Committee, without the written consent of the VT and CT. The CT shall not without the written consent of the VT, be called by the Association or Employer

to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the VT if the subject of the inquiry is the teaching performance of VT during the period the CT assisted the VT as a Volunteer participant in PAR.

25.5 Consulting Teachers

25.5.1 Duties

A consulting teacher (CT) shall participate in training and provide assistance to Beginning Teachers, Referred Teachers and Volunteer Teachers pursuant to the Program.

25.5.2 Qualifications

A CT should be considered by colleagues to be a highly skilled practitioner. A consulting teacher shall possess the following qualifications:

- Permanent status with clear California credentials.
- At least four recent years of teaching experience in the District.
- Teaching ability as demonstrated by the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)
- Knowledge of subject matter.
- Demonstrated mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students.
- Demonstrated ability to communicate effectively orally and in writing.
- Demonstrated ability to work cooperatively and effectively with others.
- A consulting teacher cannot be a member of the Joint Committee.

25.5.3 Posting and Application

There shall be continuous recruitment for the position of consulting teacher at all sites and in the District office.

Such recruitment shall be consistent with the Employer's affirmative action goals. There shall be a permanent job description and application in the District office and on the District Web Page. Applications may be submitted at any time and will be kept on file until the end of the current school year.

In addition to the application, an applicant shall submit letters of recommendation from:

- His/her principal or immediate supervisor
- An Association representative
- Two teachers at the applicant's site/program

The Joint Committee may include additional procedures as it sees fit regarding the application process.

All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file.

25.5.4 Selection

The Joint Committee shall review the applications and identify teachers for further consideration. The Joint Committee may contact any person submitting a letter of recommendation for a prospective CT. The Joint Committee shall observe a prospective CT in a classroom instruction setting. A prospective CT cannot be named to said position without first having been observed teaching by the Joint Committee. The Joint Committee shall also conduct interviews with the finalists.

Selection of CTs shall be consistent with the Employer's affirmative action goals. Written notification of selection or non-selection, as a CT shall be given to each applicant. The Joint Committee may include additional procedures as it sees fit regarding the selection process. The Joint Committee shall determine the number of CTS needed.

25.5.5 Terms of Assignment

A Consulting Teacher shall be appointed for and agree to accept a three-year term, subject to annual renewal. A consulting teacher shall be placed in a classroom assignment for a minimum of one (1) year before reapplying to be a consulting teacher if the consulting teacher's out-of-class CT assignment was half-time or greater. However, initial terms beginning 2000/2001 shall be staggered, with half of the CTs having three-year terms and the other half having two-year terms.

25.5.6 Release Time

A Consulting Teacher shall be released full-time to work in this program. A Consulting Teacher shall be provided sufficient release time for travel to and from sites, completing documentation, meeting with the Joint Council, regular meetings with the other consulting teachers, preparation time for class visits, making arrangements for support for the participating teacher and any other situation deemed necessary. A Consulting Teacher shall be provided sufficient release time for his/her own training and staff development.

25.5.7 Compensation

A full-time Consulting Teacher shall receive his/her regular salary, benefits, and a stipend. A CT shall continue to accrue seniority as a regular certificated employee for the time served as a consulting teacher in the same manner and for the same purposes as if he/she had remained in a regular assignment. If a CT works beyond the regular teacher work year at Joint Committee direction, the CT shall be compensated in accord with the Collective Bargaining Agreement.

The CT shall be paid a stipend. The stipend shall be \$4,000 for each full year of service as a CT, or a pro rata amount for less than a full year of service. A change in this stipend shall be subject to bargaining.

25.5.8 Return to Regular Assignment

While on assignment as a full-time consulting teacher, the CT will be considered on leave to a categorical program from his/her regular assignment. Thus, his/her regular assignment may be filled on a temporary basis. Upon completion of his/her service

as a full-time released Consulting Teacher, the CT has the right to return to his/her most recent teaching assignment regardless of the length of the CT assignment. The teacher filling the assignment left vacant by the CT must be informed in writing that the assignment is limited to the length of the CT's participation in the PAR program.

25.5.9 Caseload

The Joint Committee shall determine the caseload for a consulting teacher. The number is dependent on the amount of intervention time that the Joint Committee determines, in consultation with the CT, is necessary for each participating teacher. Consulting teachers shall assist the teachers on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities which in their professional judgment, will assist the teacher in accord with the PAR process set forth below in Section 2725.6.

25.5.10 Appraisal

The Joint Committee shall oversee the work of the Consulting Teacher. The Joint Committee shall make a written evaluation of each CT's work by June 1 of each year, using a form developed by the Joint Committee. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be at the sole discretion of the Joint Committee.

Prior to the effective date of such removal, the Joint Committee shall provide the CT with a written statement of the reasons for the removal and upon request, meet with the CT to discuss the reasons.

25.5.11 Peer Coaches

Joint Council may also select a pool of Coaches who may be released on a part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants. The cost of releasing coaches for service in the program shall be necessary release time or the Peer Coach's pro rata rate of pay for work beyond the regular work day or work year.

If a Peer Coach is released and required to work beyond contracted work hours, the extra time will be compensated at the pro rata rate of pay.

25.5.12 Indemnity

Employer shall have the same duty to defend and indemnify Consulting Teachers participating in the PAR Program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810, et seq., of the Government Code.

25.5.13 Non-Management/Supervisory Status

Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

25.5.14 The Employer shall provide to the released Consulting Teachers appropriate, common work/office space, which shall include secure file storage.

25.6 Peer Assistance and Review Process for Permanent Teachers

25.6.1 Preparation of Assistance Plan

As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the RT or VT. Thereafter, the Consulting Teacher shall meet with the RT or VT and the site principal together or separately, as appropriate, to review the employee's performance and recommendations for improvement.

The Referred Teacher shall give input into the development of the plan. The Consulting Teacher will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RT's unsatisfactory evaluation or meeting the goals set forth in the VT's application. The RT, the Assistance Plan will include:

25.6.1.1 Performance goals which are aligned with pupil learning and which are consistent with the Stull Bill and the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.6.1.2 A projected date for completion, which will ordinarily be at the end of the current school year. The Plan will be submitted to the Joint Committee for final development and approval.

25.6.2 Classroom Observations

The Assistance Plan shall include multiple observations of the RT or VT by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.

25.6.3 Progress Reports

The Consulting Teacher shall prepare and discuss with the Joint Committee periodic (at least every three months) reports of the RT's or VT's participation and progress in the program. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can or should be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term.

For purposes of the VT, these reports shall be limited to the assistance log referred to in Section 25.4.3.1 above.

25.6.4 Final Report

By May 1, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the RT or VT, and, for RTs, to the Joint Committee and the evaluator. A copy of the final report shall be included in the RTs personnel file after he or she has had an opportunity to review and attach a written response to it within twenty (20) workdays after receipt of the report.

The Final Report shall not constitute the Employer's evaluation of the employee's performance but in the case of an RT shall (and, in the case of a VT, may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

25.7 Participating Teacher Due Process Rights

25.7.1 The participating teacher shall be entitled to review all reports generated by the Consulting Teacher and principal prior to their submission to the Joint Committee, and to have his/her comments attached. To effectuate this right, the Consulting

Teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Joint Committee at which the reports will be considered.

- 25.7.2 The permanent teacher shall have the right to be represented by the Association in any meetings of the JC to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 25.7.3 The participating teacher shall have the right to timely reports of progress made.
- 25.7.4 The participating teacher may request a change in her/his Consulting Teacher no more than once during her/his participation in the PAR program providing an alternate Consulting Teacher is available.
- 25.7.5 Upon written request by the participating teacher, the record of PAR intervention shall be removed from the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.
- 25.7.6 Participation in the PAR Program shall not diminish the legal rights of bargaining unit members.

25.8 **Miscellaneous**

- 25.8.1 Direct control and monitoring of the PAR Program shall be the responsibility of the PAR Joint Committee as described herein. With respect to the Employer's management structure, the PAR Program shall be placed under the general purview of the Employer's Human Resources Services and Support.
- 25.8.2 The provisions of the PAR article are not subject to individual member grievances. This does not diminish a unit member's right to grieve under the evaluation article of this contract. Any claims that the article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the Employer and the Association.
- 25.8.3 Expenditures made for this program shall not exceed the revenues received under AB1X and where applicable BTSA.
- 25.8.4 The stipend to be paid to the Joint Committee members and Consulting Teachers shall be added to the unit member's annual salary and shall be STRS applicable.
- 25.8.5 The Joint Committee may request data necessary to fulfill its duties.
- 25.8.6 Nothing herein shall modify or in any manner affect the right of the Employer under provisions of the Education Code relating to the employment, classification, retention or non-re-election of certificated employees.

ARTICLE 26 - CONTRACT WAIVERS

26.1 General Provisions

- 26.1.1 School site improvement, restructuring or reform plans shall not contain any provisions contrary to, or in conflict with any article or section of this Agreement, unless specific waivers to such Agreement articles and sections are agreed to by the Association and the Employer.
- 26.1.2 The following Articles in this Agreement shall not be eligible for contract waivers: Recognition, Non-Discrimination, Affirmative Action, Academic Freedom, Association Rights, Grievances, and Compensation (i.e., Article 24 and appropriate appendices).
- 26.1.3 The Employer shall develop its own internal process by which District policies and administrative procedures may be waived. (See Appendix 14)
- 26.1.4 The Association shall develop its own internal processes by which provisions of this Agreement may be waived.
- 26.1.5 Requests for waivers shall be approved/denied within thirty (30) days of submission to the OEA Waiver Panel.

ARTICLE 27 - NEW SCHOOLS

27.1 Definition

- 27.1.1 "New Schools" shall be defined as schools that are created through a process of "incubation" where an identifiably new educational and/or operational program design is developed and evaluated for its ability to improve student academic achievement and that have new California Department of Education codes assigned. Except as provided in this Article, a New School shall maintain its designation through its first full year of operation, after which it will transition to regular school status.

27.2 General Provisions

- 27.2.1 This Article is considered a pilot program by the parties for the term of this agreement. The parties will meet and confer during the last three months of this agreement to discuss the possible continuation, deletion or modification of this Article. If no agreement is reached, this Article will be deleted at the end of the term of the Collective Bargaining Agreement and be of no further force and effect.
- 27.2.2 At the beginning of the program design process, the Association shall have the opportunity to speak to the New School design team(s) to inform and discuss with the team the general elements of the Collective Bargaining Agreement.

27.3 New School Development

- 27.3.1 The Employer and the Association recognize that development of school environments in which site-level employees have increased decision-making authority may improve effective professional practice and the educational process. Accordingly, to facilitate the development of school environments which provide more flexibility for site-level decision-making, the parties agree as follows:
- 27.3.1.1 New School Sustainability Evaluation Rubric. The Employer and the Association will jointly develop or update an evaluation rubric to evaluate the teacher commitments documents of proposed New Schools on an annual basis to conclude by January 31st of each year. The rubric will expressly contain an evaluation of the sustainability of the work rules in the teacher commitments document. A scoring system and Minimum Acceptable Score will be developed as components of the rubric.
- 27.3.1.2 The Association shall participate in the evaluation process of the sustainability of New Schools as part of a Community Evaluation Team ("Team"), specific to the teacher commitments document developed by each New School design team. The Team will include the Employer, an equal number of representatives of the Association, and an equal number of individuals or representatives of community-based organizations jointly chosen by the Employer and the Association. The Team will score each New School's teacher working conditions as indicated in the teacher commitments document against the New School Sustainability Rubric.
- During the process of the evaluation of the teacher commitments document(s), Association representatives will identify elements of the design(s) that require waivers of the Collective Bargaining Agreement.

27.3.1.3 Waivers. Except as provided in this Article, for a period of one (1) year, New Schools recommended by the Employer that also receive at least a Minimum Acceptable Score from the Team for the work conditions indicated in their teacher commitments document shall receive waiver of impacted provisions of the Collective Bargaining Agreement by the Association and Employer within thirty (30) days.

Notwithstanding the foregoing, no waiver shall be granted that is in contravention of federal law or state law.

27.3.1.4 Program Evaluation. At the semester, the unit members of each New School will be provided the time to evaluate and adjust the elements of the teacher commitments document to more effectively address the needs of their students. Any modifications which require waiver of provisions of the Collective Bargaining Agreement must be submitted to the Association waiver process.

27.3.1.5 Notices. At least ten (10) days prior to the deadline for application for hire/transfer, all unit members applying for positions at a site will be notified of the existing or formally proposed working conditions of such site if the site operates or intends to operate with a waiver pursuant to this Article.

ARTICLE 28 - SCHOOL SITE INTERVENTIONS

28.1 General Provisions

The Association and Employer understand the importance of unit members having the opportunity to understand and contribute to school site interventions.

- 28.1.1 School Performance Monitoring. By January 31st of each year, the Employer shall provide the Association and staff of each site with School Performance Information. School Performance Information shall include:
 - 28.1.1.1 Adequately Yearly Progress (AYP) information for each school for which such information is available.
 - 28.1.1.2 Notification of specific “Program Improvement” status under the Federal No Child Left Behind (NCLB) law and summary legal implications of this status.
 - 28.1.1.3 For any school not meeting (AYP), demographic information of the student population and what specific AYP benchmarks were missed.
 - 28.1.1.4 Information regarding the financial resources and central support available to the school to create a program that maximizes the school's ability to meet its AYP benchmarks.
- 28.1.2 The Employer will consider creative means to make additional categorical and unrestricted funds available to support the site staff's efforts to improve student performance.
- 28.1.3 The site staff will be encouraged to engage in the development of an action plan and supporting budget to increase student performance in order to meet their AYP benchmarks. The staff will submit any plan and supporting budget to the School Site Council (SSC).
 - 28.1.3.1 It is recommended that sites and SSC's strongly consider budgeting funds to compensate staff for their work in the development of any action plan and supporting budget at their hourly per diem.
- 28.1.4 Significant Restructuring. A “Significant Restructuring” includes any grade reconfiguration, school closure or other change in program that would potentially require a significant change in unit members at a school site.
 - 28.1.4.1 By January 31st of each year, the Employer shall provide to the Association and any impacted school site, a list of school sites for which the Employer intends to initiate a Significant Restructuring for the following school year and relevant program information including teacher commitments.
 - 28.1.4.1.1 Any such list will be tentative and subject to final approval of the Board of Education or designee.
 - 28.1.4.1.2 If available, information on the tentative school program and teacher commitments for any New School shall also be provided.
 - 28.1.4.2 If prior to January 31st of a given year, the governing school board determines a list of school sites at which it intends a Significant Restructuring or criteria by which it will evaluate schools for Significant Restructuring, such information will be provided to the Association within thirty (30) days.

APPENDIX

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OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	11/29/2006
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE CERTIFICATED K-12 TEACHERS - FY 2006/07						
Periods: 10, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$38,777.60	\$39,091.25	\$39,394.44	\$40,032.20	\$41,527.26	\$45,981.09
MONTHLY	\$3,877.76	\$3,909.12	\$3,939.44	\$4,003.22	\$4,152.73	\$4,598.11
DAILY	\$208.48	\$210.17	\$211.80	\$215.23	\$223.26	\$247.21
HOURLY	\$34.75	\$35.03	\$35.30	\$35.87	\$37.21	\$41.20
2						
ANNUAL	\$39,394.44	\$39,718.55	\$40,032.20	\$41,527.26	\$43,011.87	\$47,465.70
MONTHLY	\$3,939.44	\$3,971.85	\$4,003.22	\$4,152.73	\$4,301.19	\$4,746.57
DAILY	\$211.80	\$213.54	\$215.23	\$223.26	\$231.25	\$255.19
HOURLY	\$35.30	\$35.59	\$35.87	\$37.21	\$38.54	\$42.53
3						
ANNUAL	\$40,032.20	\$40,784.96	\$41,527.26	\$43,011.87	\$44,496.48	\$48,939.86
MONTHLY	\$4,003.22	\$4,078.50	\$4,152.73	\$4,301.19	\$4,449.65	\$4,893.99
DAILY	\$215.23	\$219.27	\$223.26	\$231.25	\$239.23	\$263.12
HOURLY	\$35.87	\$36.55	\$37.21	\$38.54	\$39.87	\$43.85
4						
ANNUAL	\$41,527.26	\$42,280.02	\$43,011.87	\$44,496.48	\$45,981.09	\$50,434.92
MONTHLY	\$4,152.73	\$4,228.00	\$4,301.19	\$4,449.65	\$4,598.11	\$5,043.49
DAILY	\$223.26	\$227.31	\$231.25	\$239.23	\$247.21	\$271.16
HOURLY	\$37.21	\$37.89	\$38.54	\$39.87	\$41.20	\$45.19
5						
ANNUAL	\$43,011.87	\$43,754.18	\$44,496.48	\$45,981.09	\$47,465.70	\$51,909.08
MONTHLY	\$4,301.19	\$4,375.42	\$4,449.65	\$4,598.11	\$4,746.57	\$5,190.91
DAILY	\$231.25	\$235.24	\$239.23	\$247.21	\$255.19	\$279.08
HOURLY	\$38.54	\$39.21	\$39.87	\$41.20	\$42.53	\$46.51
6						
ANNUAL	\$44,496.48	\$45,238.79	\$45,981.09	\$47,465.70	\$48,939.86	\$53,393.69
MONTHLY	\$4,449.65	\$4,523.88	\$4,598.11	\$4,746.57	\$4,893.99	\$5,339.37
DAILY	\$239.23	\$243.22	\$247.21	\$255.19	\$263.12	\$287.06
HOURLY	\$39.87	\$40.54	\$41.20	\$42.53	\$43.85	\$47.84
7						
ANNUAL	\$45,981.09	\$46,723.40	\$47,465.70	\$48,939.86	\$50,434.92	\$54,867.84
MONTHLY	\$4,598.11	\$4,672.34	\$4,746.57	\$4,893.99	\$5,043.49	\$5,486.78
DAILY	\$247.21	\$251.20	\$255.19	\$263.12	\$271.16	\$294.99
HOURLY	\$41.20	\$41.87	\$42.53	\$43.85	\$45.19	\$49.16
8						
ANNUAL	\$47,507.52	\$48,208.01	\$48,939.86	\$50,434.92	\$51,909.08	\$56,362.91
MONTHLY	\$4,750.75	\$4,820.80	\$4,893.99	\$5,043.49	\$5,190.91	\$5,636.29
DAILY	\$255.42	\$259.18	\$263.12	\$271.16	\$279.08	\$303.03
HOURLY	\$42.57	\$43.20	\$43.85	\$45.19	\$46.51	\$50.50

SALARY SCHEDULE CERTIFICATED K-12 TEACHERS - FY 2006/07						
Periods: 10, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	<i>BA</i>	<i>BA + 30</i>	<i>BA + 45</i>	<i>BA + 60</i>	<i>BA + 75</i>	<i>BA + 90</i>
9						
<i>ANNUAL</i>	\$48,939.86	\$49,682.16	\$50,434.92	\$51,909.08	\$53,393.69	\$57,837.06
<i>MONTHLY</i>	\$4,893.99	\$4,968.22	\$5,043.49	\$5,190.91	\$5,339.37	\$5,783.71
<i>DAILY</i>	\$263.12	\$267.11	\$271.16	\$279.08	\$287.06	\$310.95
<i>HOURLY</i>	\$43.85	\$44.52	\$45.19	\$46.51	\$47.84	\$51.83
10						
<i>ANNUAL</i>	\$50,434.92	\$51,166.77	\$51,909.08	\$53,393.69	\$54,867.84	\$59,321.67
<i>MONTHLY</i>	\$5,043.49	\$5,116.68	\$5,190.91	\$5,339.37	\$5,486.78	\$5,932.17
<i>DAILY</i>	\$271.16	\$275.09	\$279.08	\$287.06	\$294.99	\$318.93
<i>HOURLY</i>	\$45.19	\$45.85	\$46.51	\$47.84	\$49.16	\$53.16
11						
<i>ANNUAL</i>	\$51,909.08	\$52,651.38	\$53,393.69	\$54,867.84	\$56,362.91	\$60,816.74
<i>MONTHLY</i>	\$5,190.91	\$5,265.14	\$5,339.37	\$5,486.78	\$5,636.29	\$6,081.67
<i>DAILY</i>	\$279.08	\$283.07	\$287.06	\$294.99	\$303.03	\$326.97
<i>HOURLY</i>	\$46.51	\$47.18	\$47.84	\$49.16	\$50.50	\$54.50
12						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$56,362.91	\$57,837.06	\$62,290.89
<i>MONTHLY</i>	\$5,339.37	\$5,412.55	\$5,486.78	\$5,636.29	\$5,783.71	\$6,229.09
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$303.03	\$310.95	\$334.90
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$50.50	\$51.83	\$55.82
13						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$57,837.06	\$59,321.67	\$63,775.50
<i>MONTHLY</i>	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$5,932.17	\$6,377.55
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$310.95	\$318.93	\$342.88
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$51.83	\$53.16	\$57.15
14						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$57,837.06	\$60,816.74	\$65,260.11
<i>MONTHLY</i>	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$6,081.67	\$6,526.01
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$310.95	\$326.97	\$350.86
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$51.83	\$54.50	\$58.48
15						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$57,837.06	\$60,816.74	\$66,744.72
<i>MONTHLY</i>	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$6,081.67	\$6,674.47
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$310.95	\$326.97	\$358.84
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$51.83	\$54.50	\$59.81
21						
<i>ANNUAL</i>	\$54,867.84	\$55,620.60	\$56,362.91	\$59,321.67	\$62,290.89	\$68,218.88
<i>MONTHLY</i>	\$5,486.78	\$5,562.06	\$5,636.29	\$5,932.17	\$6,229.09	\$6,821.89
<i>DAILY</i>	\$294.99	\$299.04	\$303.03	\$318.93	\$334.90	\$366.77
<i>HOURLY</i>	\$49.16	\$49.84	\$50.50	\$53.16	\$55.82	\$61.13
26						
<i>ANNUAL</i>	\$56,362.91	\$57,094.76	\$57,837.06	\$60,816.74	\$63,775.50	\$69,713.94
<i>MONTHLY</i>	\$5,636.29	\$5,709.48	\$5,783.71	\$6,081.67	\$6,377.55	\$6,971.39
<i>DAILY</i>	\$303.03	\$306.96	\$310.95	\$326.97	\$342.88	\$374.81
<i>HOURLY</i>	\$50.50	\$51.16	\$51.83	\$54.50	\$57.15	\$62.47

OAKLAND UNIFIED SCHOOL DISTRICT				Printed:	1/19/2007	
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE CERTIFICATED K-12 TEACHERS - FY 2007/08						
Periods: 10, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$39,456.21	\$39,775.35	\$40,083.84	\$40,732.76	\$42,253.99	\$46,785.76
MONTHLY	\$3,945.62	\$3,977.53	\$4,008.38	\$4,073.28	\$4,225.40	\$4,678.58
DAILY	\$212.13	\$213.85	\$215.51	\$219.00	\$227.17	\$251.54
HOURLY	\$35.36	\$35.64	\$35.92	\$36.50	\$37.86	\$41.92
2						
ANNUAL	\$40,083.84	\$40,413.62	\$40,732.76	\$42,253.99	\$43,764.58	\$48,296.35
MONTHLY	\$4,008.38	\$4,041.36	\$4,073.28	\$4,225.40	\$4,376.46	\$4,829.63
DAILY	\$215.51	\$217.28	\$219.00	\$227.17	\$235.30	\$259.66
HOURLY	\$35.92	\$36.21	\$36.50	\$37.86	\$39.21	\$43.27
3						
ANNUAL	\$40,732.76	\$41,498.70	\$42,253.99	\$43,764.58	\$45,275.17	\$49,796.31
MONTHLY	\$4,073.28	\$4,149.87	\$4,225.40	\$4,376.46	\$4,527.52	\$4,979.63
DAILY	\$219.00	\$223.11	\$227.17	\$235.30	\$243.42	\$267.72
HOURLY	\$36.50	\$37.19	\$37.86	\$39.21	\$40.57	\$44.62
4						
ANNUAL	\$42,253.99	\$43,019.92	\$43,764.58	\$45,275.17	\$46,785.76	\$51,317.53
MONTHLY	\$4,225.40	\$4,301.99	\$4,376.46	\$4,527.52	\$4,678.58	\$5,131.75
DAILY	\$227.17	\$231.29	\$235.30	\$243.42	\$251.54	\$275.91
HOURLY	\$37.86	\$38.55	\$39.21	\$40.57	\$41.92	\$45.98
5						
ANNUAL	\$43,764.58	\$44,519.88	\$45,275.17	\$46,785.76	\$48,296.35	\$52,817.49
MONTHLY	\$4,376.46	\$4,451.99	\$4,527.52	\$4,678.58	\$4,829.63	\$5,281.75
DAILY	\$235.30	\$239.36	\$243.42	\$251.54	\$259.66	\$283.96
HOURLY	\$39.21	\$39.90	\$40.57	\$41.92	\$43.27	\$47.32
6						
ANNUAL	\$45,275.17	\$46,030.47	\$46,785.76	\$48,296.35	\$49,796.31	\$54,328.08
MONTHLY	\$4,527.52	\$4,603.05	\$4,678.58	\$4,829.63	\$4,979.63	\$5,432.81
DAILY	\$243.42	\$247.48	\$251.54	\$259.66	\$267.72	\$292.08
HOURLY	\$40.57	\$41.25	\$41.92	\$43.27	\$44.62	\$48.68
7						
ANNUAL	\$46,785.76	\$47,541.06	\$48,296.35	\$49,796.31	\$51,317.53	\$55,828.03
MONTHLY	\$4,678.58	\$4,754.11	\$4,829.63	\$4,979.63	\$5,131.75	\$5,582.80
DAILY	\$251.54	\$255.60	\$259.66	\$267.72	\$275.91	\$300.15
HOURLY	\$41.92	\$42.60	\$43.27	\$44.62	\$45.98	\$50.02
8						
ANNUAL	\$48,338.90	\$49,051.65	\$49,796.31	\$51,317.53	\$52,817.49	\$57,349.26
MONTHLY	\$4,833.89	\$4,905.16	\$4,979.63	\$5,131.75	\$5,281.75	\$5,734.93
DAILY	\$259.89	\$263.72	\$267.72	\$275.91	\$283.96	\$308.33
HOURLY	\$43.31	\$43.96	\$44.62	\$45.98	\$47.32	\$51.38

SALARY SCHEDULE CERTIFICATED K-12 TEACHERS - FY 2007/08						
Periods: 10, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$49,796.31	\$50,551.60	\$51,317.53	\$52,817.49	\$54,328.08	\$58,849.21
MONTHLY	\$4,979.63	\$5,055.16	\$5,131.75	\$5,281.75	\$5,432.81	\$5,884.92
DAILY	\$267.72	\$271.78	\$275.91	\$283.96	\$292.08	\$316.39
HOURLY	\$44.62	\$45.30	\$45.98	\$47.32	\$48.68	\$52.74
10						
ANNUAL	\$51,317.53	\$52,062.19	\$52,817.49	\$54,328.08	\$55,828.03	\$60,359.80
MONTHLY	\$5,131.75	\$5,206.22	\$5,281.75	\$5,432.81	\$5,582.80	\$6,035.98
DAILY	\$275.91	\$279.90	\$283.96	\$292.08	\$300.15	\$324.51
HOURLY	\$45.98	\$46.65	\$47.32	\$48.68	\$50.02	\$54.09
11						
ANNUAL	\$52,817.49	\$53,572.78	\$54,328.08	\$55,828.03	\$57,349.26	\$61,881.03
MONTHLY	\$5,281.75	\$5,357.28	\$5,432.81	\$5,582.80	\$5,734.93	\$6,188.10
DAILY	\$283.96	\$288.02	\$292.08	\$300.15	\$308.33	\$332.69
HOURLY	\$47.32	\$48.01	\$48.68	\$50.02	\$51.38	\$55.45
12						
ANNUAL	\$54,328.08	\$55,072.74	\$55,828.03	\$57,349.26	\$58,849.21	\$63,380.98
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,734.93	\$5,884.92	\$6,338.10
DAILY	\$292.08	\$296.09	\$300.15	\$308.33	\$316.39	\$340.76
HOURLY	\$48.68	\$49.35	\$50.02	\$51.38	\$52.74	\$56.80
13						
ANNUAL	\$54,328.08	\$55,072.74	\$55,828.03	\$58,849.21	\$60,359.80	\$64,891.57
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,035.98	\$6,489.16
DAILY	\$292.08	\$296.09	\$300.15	\$316.39	\$324.51	\$348.88
HOURLY	\$48.68	\$49.35	\$50.02	\$52.74	\$54.09	\$58.15
14						
ANNUAL	\$54,328.08	\$55,072.74	\$55,828.03	\$58,849.21	\$61,881.03	\$66,402.16
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,188.10	\$6,640.22
DAILY	\$292.08	\$296.09	\$300.15	\$316.39	\$332.69	\$357.00
HOURLY	\$48.68	\$49.35	\$50.02	\$52.74	\$55.45	\$59.50
15						
ANNUAL	\$54,328.08	\$55,072.74	\$55,828.03	\$58,849.21	\$61,881.03	\$67,912.75
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,188.10	\$6,791.27
DAILY	\$292.08	\$296.09	\$300.15	\$316.39	\$332.69	\$365.12
HOURLY	\$48.68	\$49.35	\$50.02	\$52.74	\$55.45	\$60.86
21						
ANNUAL	\$55,828.03	\$56,593.96	\$57,349.26	\$60,359.80	\$63,380.98	\$69,412.71
MONTHLY	\$5,582.80	\$5,659.40	\$5,734.93	\$6,035.98	\$6,338.10	\$6,941.27
DAILY	\$300.15	\$304.27	\$308.33	\$324.51	\$340.76	\$373.19
HOURLY	\$50.02	\$50.71	\$51.38	\$54.09	\$56.80	\$62.20
26						
ANNUAL	\$57,349.26	\$58,093.92	\$58,849.21	\$61,881.03	\$64,891.57	\$70,933.93
MONTHLY	\$5,734.93	\$5,809.40	\$5,884.92	\$6,188.10	\$6,489.16	\$7,093.39
DAILY	\$308.33	\$312.33	\$316.39	\$332.69	\$348.88	\$381.37
HOURLY	\$51.38	\$52.06	\$52.74	\$55.45	\$58.15	\$63.56

OAKLAND UNIFIED SCHOOL DISTRICT							Printed:	2/7/2007
DIVISION OF HUMAN RESOURCES								
SALARY SCHEDULE CHILD DEVELOPMENT CENTERS - FY 2006/07								
Periods: 12, Days/Year: 208, Days/Week: 5, Hours/Day: 7								
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	60-74 SEM.	75-89 SEM.	90-104 SEM.	105+ SEM.	BA DEGREE	BA + 30	BA + 60/65	DOCTORATE BA+90 Units & MA
STEPS								
1								
ANNUAL	\$23,624.12	\$24,258.74	\$24,893.36	\$25,526.93	\$32,586.14	\$36,346.81	\$39,311.85	\$42,372.02
MONTHLY	\$1,968.68	\$2,021.56	\$2,074.45	\$2,127.24	\$2,715.51	\$3,028.90	\$3,275.99	\$3,531.00
DAILY	\$113.58	\$116.63	\$119.68	\$122.73	\$156.66	\$174.74	\$189.00	\$203.71
HOURLY	\$16.23	\$16.66	\$17.10	\$17.53	\$22.38	\$24.96	\$27.00	\$29.10
2								
ANNUAL	\$25,835.35	\$26,228.46	\$27,095.18	\$27,949.35	\$33,989.21	\$37,814.69	\$40,851.87	\$43,980.00
MONTHLY	\$2,152.95	\$2,185.70	\$2,257.93	\$2,329.11	\$2,832.43	\$3,151.22	\$3,404.32	\$3,665.00
DAILY	\$124.21	\$126.10	\$130.27	\$134.37	\$163.41	\$181.80	\$196.40	\$211.44
HOURLY	\$17.74	\$18.01	\$18.61	\$19.20	\$23.34	\$25.97	\$28.06	\$30.21
3								
ANNUAL	\$27,133.86	\$28,197.14	\$29,302.23	\$30,351.91	\$35,391.22	\$39,288.84	\$42,346.93	\$45,593.21
MONTHLY	\$2,261.16	\$2,349.76	\$2,441.85	\$2,529.33	\$2,949.27	\$3,274.07	\$3,528.91	\$3,799.43
DAILY	\$130.45	\$135.56	\$140.88	\$145.92	\$170.15	\$188.89	\$203.59	\$219.20
HOURLY	\$18.64	\$19.37	\$20.13	\$20.85	\$24.31	\$26.98	\$29.08	\$31.31
4								
ANNUAL	\$28,894.48	\$30,172.08	\$31,504.05	\$32,763.88	\$36,793.24	\$40,758.82	\$43,934.00	\$47,119.64
MONTHLY	\$2,407.87	\$2,514.34	\$2,625.34	\$2,730.32	\$3,066.10	\$3,396.57	\$3,661.17	\$3,926.64
DAILY	\$138.92	\$145.06	\$151.46	\$157.52	\$176.89	\$195.96	\$211.22	\$226.54
HOURLY	\$19.85	\$20.72	\$21.64	\$22.50	\$25.27	\$27.99	\$30.17	\$32.36
5								
ANNUAL	\$30,653.01	\$32,149.13	\$33,714.24	\$35,178.98	\$38,192.12	\$42,231.93	\$45,474.02	\$48,815.44
MONTHLY	\$2,554.42	\$2,679.09	\$2,809.52	\$2,931.58	\$3,182.68	\$3,519.33	\$3,789.50	\$4,067.95
DAILY	\$147.37	\$154.56	\$162.09	\$169.13	\$183.62	\$203.04	\$218.63	\$234.69
HOURLY	\$21.05	\$22.08	\$23.16	\$24.16	\$26.23	\$29.01	\$31.23	\$33.53
6								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$39,685.09	\$43,697.72	\$47,015.09	\$50,420.28
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,307.09	\$3,641.48	\$3,917.92	\$4,201.69
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$190.79	\$210.09	\$226.03	\$242.41
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$27.26	\$30.01	\$32.29	\$34.63
7								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$40,993.01	\$45,170.83	\$48,555.11	\$52,034.54
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,416.08	\$3,764.24	\$4,046.26	\$4,336.21
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$197.08	\$217.17	\$233.44	\$250.17
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$28.15	\$31.02	\$33.35	\$35.74
8								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$42,392.93	\$46,640.80	\$50,097.22	\$53,642.51
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,532.74	\$3,886.73	\$4,174.77	\$4,470.21
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$203.81	\$224.23	\$240.85	\$257.90
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$29.12	\$32.03	\$34.41	\$36.84

SALARY SCHEDULE CHILD DEVELOPMENT CENTERS - FY 2006/07								
Periods: 12, Days/Year: 208, Days/Week: 5, Hours/Day: 7								
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
9								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$48,111.82	\$51,637.25	\$55,257.81
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,009.32	\$4,303.10	\$4,604.82
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$231.31	\$248.26	\$265.66
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$33.04	\$35.47	\$37.95
10								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$49,585.97	\$53,177.27	\$56,866.84
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,132.16	\$4,431.44	\$4,738.90
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$238.39	\$255.66	\$273.40
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$34.06	\$36.52	\$39.06
11								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$51,055.95	\$54,717.29	\$58,474.82
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,254.66	\$4,559.77	\$4,872.90
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$245.46	\$263.06	\$281.13
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$35.07	\$37.58	\$40.16
12								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$52,523.83	\$56,260.45	\$60,088.02
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,376.99	\$4,688.37	\$5,007.34
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$270.48	\$288.88
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$38.64	\$41.27
13								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$52,523.83	\$57,799.42	\$61,698.09
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,376.99	\$4,816.62	\$5,141.51
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$277.88	\$296.63
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$39.70	\$42.38
14								
ANNUAL	\$32,425.14	\$34,117.80	\$35,921.29	\$37,597.23	\$43,794.95	\$52,523.83	\$57,799.42	\$63,310.25
MONTHLY	\$2,702.09	\$2,843.15	\$2,993.44	\$3,133.10	\$3,649.58	\$4,376.99	\$4,816.62	\$5,275.85
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$277.88	\$304.38
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$39.70	\$43.48
21								
ANNUAL	\$33,808.33	\$35,522.95	\$37,319.12	\$38,991.92	\$45,192.78	\$53,930.03	\$59,202.48	\$64,709.13
MONTHLY	\$2,817.36	\$2,960.25	\$3,109.93	\$3,249.33	\$3,766.07	\$4,494.17	\$4,933.54	\$5,392.43
DAILY	\$162.54	\$170.78	\$179.42	\$187.46	\$217.27	\$259.28	\$284.63	\$311.10
HOURLY	\$23.22	\$24.40	\$25.63	\$26.78	\$31.04	\$37.04	\$40.66	\$44.44
26								
ANNUAL	\$34,507.77	\$36,225.53	\$38,020.65	\$39,695.54	\$45,898.50	\$54,626.33	\$59,899.83	\$65,410.66
MONTHLY	\$2,875.65	\$3,018.79	\$3,168.39	\$3,307.96	\$3,824.87	\$4,552.19	\$4,991.65	\$5,450.89
DAILY	\$165.90	\$174.16	\$182.79	\$190.84	\$220.67	\$262.63	\$287.98	\$314.47
HOURLY	\$23.70	\$24.88	\$26.11	\$27.26	\$31.52	\$37.52	\$41.14	\$44.92

OAKLAND UNIFIED SCHOOL DISTRICT							Printed:	2/7/2007	
DIVISION OF HUMAN RESOURCES									
SALARY SCHEDULE CHILD DEVELOPMENT CENTERS - FY 2007/08									
Periods: 12, Days/Year: 208, Days/Week: 5, Hours/Day: 7									
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8	
	60-74 SEM.	75-89 SEM.	90-104 SEM.	105+ SEM.	BA DEGREE	BA + 30	BA + 60/65	DOCTORATE BA+90 Units & MA	
STEPS									
1									
ANNUAL	\$24,037.54	\$24,683.27	\$25,328.99	\$25,973.65	\$33,156.40	\$36,982.88	\$39,999.81	\$43,113.53	
MONTHLY	\$2,003.13	\$2,056.94	\$2,110.75	\$2,164.47	\$2,763.03	\$3,081.91	\$3,333.32	\$3,592.79	
DAILY	\$115.57	\$118.67	\$121.77	\$124.88	\$159.40	\$177.80	\$192.31	\$207.27	
HOURLY	\$16.51	\$16.95	\$17.40	\$17.84	\$22.77	\$25.40	\$27.47	\$29.61	
2									
ANNUAL	\$26,287.47	\$26,687.46	\$27,569.35	\$28,438.46	\$34,584.02	\$38,476.45	\$41,566.78	\$44,749.65	
MONTHLY	\$2,190.63	\$2,223.95	\$2,297.44	\$2,369.87	\$2,882.00	\$3,206.37	\$3,463.90	\$3,729.14	
DAILY	\$126.38	\$128.31	\$132.55	\$136.72	\$166.27	\$184.98	\$199.84	\$215.14	
HOURLY	\$18.05	\$18.33	\$18.94	\$19.54	\$23.75	\$26.42	\$28.55	\$30.74	
3									
ANNUAL	\$27,608.70	\$28,690.59	\$29,815.02	\$30,883.07	\$36,010.57	\$39,976.39	\$43,088.00	\$46,391.09	
MONTHLY	\$2,300.73	\$2,390.88	\$2,484.58	\$2,573.59	\$3,000.88	\$3,331.37	\$3,590.67	\$3,865.92	
DAILY	\$132.73	\$137.93	\$143.35	\$148.47	\$173.13	\$192.20	\$207.15	\$223.04	
HOURLY	\$18.97	\$19.71	\$20.48	\$21.21	\$24.74	\$27.45	\$29.59	\$31.86	
4									
ANNUAL	\$29,400.13	\$30,700.09	\$32,055.37	\$33,337.25	\$37,437.12	\$41,472.10	\$44,702.85	\$47,944.23	
MONTHLY	\$2,450.01	\$2,558.34	\$2,671.28	\$2,778.10	\$3,119.76	\$3,456.01	\$3,725.24	\$3,995.36	
DAILY	\$141.35	\$147.60	\$154.11	\$160.28	\$179.99	\$199.39	\$214.92	\$230.50	
HOURLY	\$20.20	\$21.08	\$22.02	\$22.89	\$25.71	\$28.48	\$30.70	\$32.93	
5									
ANNUAL	\$31,189.44	\$32,711.74	\$34,304.24	\$35,794.61	\$38,860.48	\$42,970.99	\$46,269.82	\$49,669.71	
MONTHLY	\$2,599.12	\$2,725.97	\$2,858.69	\$2,982.88	\$3,238.38	\$3,580.92	\$3,855.82	\$4,139.14	
DAILY	\$149.95	\$157.26	\$164.93	\$172.09	\$186.83	\$206.59	\$222.46	\$238.80	
HOURLY	\$21.42	\$22.47	\$23.57	\$24.58	\$26.69	\$29.52	\$31.78	\$34.12	
6									
ANNUAL	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$40,379.58	\$44,462.43	\$47,837.85	\$51,302.63	
MONTHLY	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,364.96	\$3,705.21	\$3,986.48	\$4,275.22	
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$194.13	\$213.77	\$229.99	\$246.65	
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$27.74	\$30.54	\$32.86	\$35.24	
7									
ANNUAL	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$41,710.39	\$45,961.32	\$49,404.82	\$52,945.14	
MONTHLY	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,475.86	\$3,830.11	\$4,117.07	\$4,412.09	
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$200.53	\$220.97	\$237.53	\$254.55	
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$28.64	\$31.56	\$33.93	\$36.37	
8									
ANNUAL	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$43,134.81	\$47,457.01	\$50,973.92	\$54,581.25	
MONTHLY	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,594.56	\$3,954.75	\$4,247.83	\$4,548.44	
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$207.38	\$228.15	\$245.06	\$262.41	
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$29.63	\$32.59	\$35.01	\$37.48	

APPENDIX 1.2

SALARY SCHEDULE CHILD DEVELOPMENT CENTERS - FY 2007/08								
Periods: 12, Days/Year: 208, Days/Week: 5, Hours/Day: 7								
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
9								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$48,953.78	\$52,540.90	\$56,224.82
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,079.48	\$4,378.40	\$4,685.40
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$235.36	\$252.60	\$270.31
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$33.62	\$36.09	\$38.61
10								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$50,453.72	\$54,107.87	\$57,862.01
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,204.47	\$4,508.99	\$4,821.83
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$242.56	\$260.13	\$278.18
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$34.66	\$37.16	\$39.74
11								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$51,949.43	\$55,674.84	\$59,498.13
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,329.12	\$4,639.57	\$4,958.18
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$249.76	\$267.66	\$286.05
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$35.68	\$38.24	\$40.86
12								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$53,443.00	\$57,245.01	\$61,139.56
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,453.59	\$4,770.42	\$5,094.97
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$256.94	\$275.21	\$293.94
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.70	\$39.32	\$41.99
13								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$53,443.00	\$58,810.91	\$62,777.81
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,453.59	\$4,900.91	\$5,231.49
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$256.94	\$282.74	\$301.82
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.70	\$40.39	\$43.12
14								
<i>ANNUAL</i>	\$32,992.58	\$34,714.86	\$36,549.91	\$38,255.18	\$44,561.36	\$53,443.00	\$58,810.91	\$64,418.18
<i>MONTHLY</i>	\$2,749.38	\$2,892.91	\$3,045.83	\$3,187.93	\$3,713.45	\$4,453.59	\$4,900.91	\$5,368.18
<i>DAILY</i>	\$158.62	\$166.90	\$175.72	\$183.92	\$214.23	\$256.94	\$282.74	\$309.71
<i>HOURLY</i>	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.70	\$40.39	\$44.24
21								
<i>ANNUAL</i>	\$34,399.98	\$36,144.60	\$37,972.20	\$39,674.28	\$45,983.65	\$54,873.81	\$60,238.52	\$65,841.54
<i>MONTHLY</i>	\$2,866.66	\$3,012.05	\$3,164.35	\$3,306.19	\$3,831.98	\$4,572.82	\$5,019.88	\$5,486.80
<i>DAILY</i>	\$165.38	\$173.77	\$182.56	\$190.74	\$221.07	\$263.82	\$289.61	\$316.54
<i>HOURLY</i>	\$23.63	\$24.83	\$26.08	\$27.25	\$31.58	\$37.69	\$41.37	\$45.22
26								
<i>ANNUAL</i>	\$35,111.66	\$36,859.48	\$38,686.01	\$40,390.21	\$46,701.72	\$55,582.29	\$60,948.08	\$66,555.35
<i>MONTHLY</i>	\$2,925.97	\$3,071.62	\$3,223.84	\$3,365.85	\$3,891.81	\$4,631.85	\$5,079.00	\$5,546.28
<i>DAILY</i>	\$168.80	\$177.21	\$185.99	\$194.18	\$224.53	\$267.23	\$293.02	\$319.97
<i>HOURLY</i>	\$24.11	\$25.32	\$26.57	\$27.74	\$32.07	\$38.18	\$41.86	\$45.71

OAKLAND UNIFIED SCHOOL DISTRICT						Printed:	2/7/2007	
DIVISION OF HUMAN RESOURCES								
SALARY SCHEDULE STATE PRE-SCHOOLS - FY 2006/07								
Periods:	10	Days/Year:	186	Days/Week:	5	Hours/Day:	7	
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
STEPS								
1								
ANNUAL	\$21,125.42	\$21,692.91	\$22,260.41	\$22,826.97	\$29,139.53	\$32,502.44	\$35,153.87	\$37,890.36
MONTHLY	\$2,112.54	\$2,169.29	\$2,226.04	\$2,282.70	\$2,913.95	\$3,250.24	\$3,515.39	\$3,789.04
DAILY	\$113.58	\$116.63	\$119.68	\$122.73	\$156.66	\$174.74	\$189.00	\$203.71
HOURLY	\$16.23	\$16.66	\$17.10	\$17.53	\$22.38	\$24.96	\$27.00	\$29.10
2								
ANNUAL	\$23,102.76	\$23,454.30	\$24,229.34	\$24,993.17	\$30,394.20	\$33,815.06	\$36,531.00	\$39,328.27
MONTHLY	\$2,310.28	\$2,345.43	\$2,422.93	\$2,499.32	\$3,039.42	\$3,381.51	\$3,653.10	\$3,932.83
DAILY	\$124.21	\$126.10	\$130.27	\$134.37	\$163.41	\$181.80	\$196.40	\$211.44
HOURLY	\$17.74	\$18.01	\$18.61	\$19.20	\$23.34	\$25.97	\$28.06	\$30.21
3								
ANNUAL	\$24,263.93	\$25,214.75	\$26,202.96	\$27,141.61	\$31,647.92	\$35,133.29	\$37,867.93	\$40,770.85
MONTHLY	\$2,426.39	\$2,521.48	\$2,620.30	\$2,714.16	\$3,164.79	\$3,513.33	\$3,786.79	\$4,077.09
DAILY	\$130.45	\$135.56	\$140.88	\$145.92	\$170.15	\$188.89	\$203.59	\$219.20
HOURLY	\$18.64	\$19.37	\$20.13	\$20.85	\$24.31	\$26.98	\$29.08	\$31.31
4								
ANNUAL	\$25,838.33	\$26,980.80	\$28,171.89	\$29,298.47	\$32,901.65	\$36,447.79	\$39,287.13	\$42,135.83
MONTHLY	\$2,583.83	\$2,698.08	\$2,817.19	\$2,929.85	\$3,290.16	\$3,644.78	\$3,928.71	\$4,213.58
DAILY	\$138.92	\$145.06	\$151.46	\$157.52	\$176.89	\$195.96	\$211.22	\$226.54
HOURLY	\$19.85	\$20.72	\$21.64	\$22.50	\$25.27	\$27.99	\$30.17	\$32.36
5								
ANNUAL	\$27,410.86	\$28,748.74	\$30,148.31	\$31,458.13	\$34,152.57	\$37,765.09	\$40,664.27	\$43,652.27
MONTHLY	\$2,741.09	\$2,874.87	\$3,014.83	\$3,145.81	\$3,415.26	\$3,776.51	\$4,066.43	\$4,365.23
DAILY	\$147.37	\$154.56	\$162.09	\$169.13	\$183.62	\$203.04	\$218.63	\$234.69
HOURLY	\$21.05	\$22.08	\$23.16	\$24.16	\$26.23	\$29.01	\$31.23	\$33.53
6								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$35,487.63	\$39,075.85	\$42,042.34	\$45,087.37
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,548.76	\$3,907.58	\$4,204.23	\$4,508.74
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$190.79	\$210.09	\$226.03	\$242.41
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$27.26	\$30.01	\$32.29	\$34.63
7								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$36,657.21	\$40,393.15	\$43,419.47	\$46,530.89
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,665.72	\$4,039.31	\$4,341.95	\$4,653.09
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$197.08	\$217.17	\$233.44	\$250.17
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$28.15	\$31.02	\$33.35	\$35.74
8								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$37,909.06	\$41,707.64	\$44,798.48	\$47,968.78
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,790.91	\$4,170.76	\$4,479.85	\$4,796.88
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$203.81	\$224.23	\$240.85	\$257.90
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$29.12	\$32.03	\$34.41	\$36.84

APPENDIX 1.3

SALARY SCHEDULE STATE PRE-SCHOOLS - FY 2006/07								
Periods:	10	Days/Year:	186	Days/Week:	5	Hours/Day:	7	
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
9								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$43,023.07	\$46,175.62	\$49,413.23
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,302.31	\$4,617.56	\$4,941.32
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$231.31	\$248.26	\$265.66
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$33.04	\$35.47	\$37.95
10								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$44,341.30	\$47,552.75	\$50,852.08
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,434.13	\$4,755.28	\$5,085.21
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$238.39	\$255.66	\$273.40
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$34.06	\$36.52	\$39.06
11								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$45,655.80	\$48,929.88	\$52,289.98
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,565.58	\$4,892.99	\$5,229.00
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$245.46	\$263.06	\$281.13
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$35.07	\$37.58	\$40.16
12								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$46,968.42	\$50,309.83	\$53,732.56
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,696.84	\$5,030.98	\$5,373.26
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$270.48	\$288.88
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$38.64	\$41.27
13								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$46,968.42	\$51,686.02	\$55,172.33
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,696.84	\$5,168.60	\$5,517.23
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$277.88	\$296.63
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$39.70	\$42.38
14								
ANNUAL	\$28,995.56	\$30,509.19	\$32,121.92	\$33,620.60	\$39,162.79	\$46,968.42	\$51,686.02	\$56,613.97
MONTHLY	\$2,899.56	\$3,050.92	\$3,212.19	\$3,362.06	\$3,916.28	\$4,696.84	\$5,168.60	\$5,661.40
DAILY	\$155.89	\$164.03	\$172.70	\$180.76	\$210.55	\$252.52	\$277.88	\$304.38
HOURLY	\$22.27	\$23.43	\$24.67	\$25.82	\$30.08	\$36.07	\$39.70	\$43.48
21								
ANNUAL	\$30,232.45	\$31,765.71	\$33,371.91	\$34,867.77	\$40,412.77	\$48,225.89	\$52,940.68	\$57,864.90
MONTHLY	\$3,023.24	\$3,176.57	\$3,337.19	\$3,486.78	\$4,041.28	\$4,822.59	\$5,294.07	\$5,786.49
DAILY	\$162.54	\$170.78	\$179.42	\$187.46	\$217.27	\$259.28	\$284.63	\$311.10
HOURLY	\$23.22	\$24.40	\$25.63	\$26.78	\$31.04	\$37.04	\$40.66	\$44.44
26								
ANNUAL	\$30,857.91	\$32,393.98	\$33,999.24	\$35,496.97	\$41,043.85	\$48,848.55	\$53,564.27	\$58,492.22
MONTHLY	\$3,085.79	\$3,239.40	\$3,399.92	\$3,549.70	\$4,104.39	\$4,884.85	\$5,356.43	\$5,849.22
DAILY	\$165.90	\$174.16	\$182.79	\$190.84	\$220.67	\$262.63	\$287.98	\$314.47
HOURLY	\$23.70	\$24.88	\$26.11	\$27.26	\$31.52	\$37.52	\$41.14	\$44.92

OAKLAND UNIFIED SCHOOL DISTRICT						Printed:	2/7/2007	
DIVISION OF HUMAN RESOURCES								
SALARY SCHEDULE STATE PRE-SCHOOLS - FY 2007/08								
Periods:	10	Days/Year:	186	Days/Week:	5	Hours/Day:	7	
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
STEPS								
1								
ANNUAL	\$21,495.11	\$22,072.54	\$22,649.97	\$23,226.44	\$29,649.47	\$33,071.23	\$35,769.06	\$38,553.45
MONTHLY	\$2,149.51	\$2,207.25	\$2,265.00	\$2,322.64	\$2,964.95	\$3,307.12	\$3,576.91	\$3,855.34
DAILY	\$115.57	\$118.67	\$121.77	\$124.87	\$159.41	\$177.80	\$192.31	\$207.28
HOURLY	\$16.51	\$16.95	\$17.40	\$17.84	\$22.77	\$25.40	\$27.47	\$29.61
2								
ANNUAL	\$23,507.06	\$23,864.75	\$24,653.36	\$25,430.55	\$30,926.10	\$34,406.82	\$37,170.29	\$40,016.51
MONTHLY	\$2,350.71	\$2,386.47	\$2,465.34	\$2,543.05	\$3,092.61	\$3,440.68	\$3,717.03	\$4,001.65
DAILY	\$126.38	\$128.31	\$132.54	\$136.72	\$166.27	\$184.98	\$199.84	\$215.14
HOURLY	\$18.05	\$18.33	\$18.93	\$19.53	\$23.75	\$26.43	\$28.55	\$30.73
3								
ANNUAL	\$24,688.55	\$25,656.01	\$26,661.51	\$27,616.59	\$32,201.76	\$35,748.12	\$38,530.62	\$41,484.34
MONTHLY	\$2,468.86	\$2,565.60	\$2,666.15	\$2,761.66	\$3,220.18	\$3,574.81	\$3,853.06	\$4,148.43
DAILY	\$132.73	\$137.94	\$143.34	\$148.48	\$173.13	\$192.19	\$207.15	\$223.03
HOURLY	\$18.96	\$19.71	\$20.48	\$21.21	\$24.73	\$27.46	\$29.59	\$31.86
4								
ANNUAL	\$26,290.50	\$27,452.97	\$28,664.90	\$29,811.19	\$33,477.43	\$37,085.63	\$39,974.66	\$42,873.21
MONTHLY	\$2,629.05	\$2,745.30	\$2,866.49	\$2,981.12	\$3,347.74	\$3,708.56	\$3,997.47	\$4,287.32
DAILY	\$141.35	\$147.60	\$154.11	\$160.28	\$179.99	\$199.39	\$214.92	\$230.50
HOURLY	\$20.19	\$21.09	\$22.02	\$22.90	\$25.71	\$28.48	\$30.70	\$32.93
5								
ANNUAL	\$27,890.55	\$29,251.84	\$30,675.91	\$32,008.64	\$34,750.24	\$38,425.98	\$41,375.89	\$44,416.18
MONTHLY	\$2,789.06	\$2,925.18	\$3,067.59	\$3,200.86	\$3,475.02	\$3,842.60	\$4,137.59	\$4,441.62
DAILY	\$149.95	\$157.27	\$164.92	\$172.09	\$186.83	\$206.59	\$222.45	\$238.80
HOURLY	\$21.42	\$22.47	\$23.56	\$24.58	\$26.69	\$29.51	\$31.78	\$34.11
6								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$36,108.66	\$39,759.67	\$42,778.08	\$45,876.39
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,610.87	\$3,975.97	\$4,277.81	\$4,587.64
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$194.13	\$213.76	\$229.99	\$246.65
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$27.73	\$30.54	\$32.86	\$35.24
7								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$37,298.71	\$41,100.03	\$44,179.31	\$47,345.18
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,729.87	\$4,110.00	\$4,417.93	\$4,734.52
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$200.53	\$220.97	\$237.52	\$254.54
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$28.65	\$31.57	\$33.93	\$36.36
8								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$38,572.47	\$42,437.52	\$45,582.45	\$48,808.24
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,857.25	\$4,243.75	\$4,558.24	\$4,880.82
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$207.38	\$228.16	\$245.07	\$262.41
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$29.63	\$32.59	\$35.01	\$37.49

APPENDIX 1.3

SALARY SCHEDULE STATE PRE-SCHOOLS - FY 2007/08								
Periods:	10	Days/Year:	186	Days/Week:	5	Hours/Day:	7	
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8
	<i>60-74 SEM.</i>	<i>75-89 SEM.</i>	<i>90-104 SEM.</i>	<i>105+ SEM.</i>	<i>BA DEGREE</i>	<i>BA + 30</i>	<i>BA + 60/65</i>	<i>DOCTORATE BA+90 Units & MA</i>
9								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$43,775.97	\$46,983.69	\$50,277.97
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,377.60	\$4,698.37	\$5,027.80
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$235.35	\$252.60	\$270.31
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$33.62	\$36.09	\$38.62
10								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$45,117.27	\$48,384.92	\$51,741.99
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,511.73	\$4,838.49	\$5,174.20
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$242.57	\$260.13	\$278.18
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$34.65	\$37.16	\$39.74
11								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$46,454.78	\$49,786.16	\$53,205.06
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,645.48	\$4,978.62	\$5,320.51
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$249.76	\$267.67	\$286.05
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$35.68	\$38.24	\$40.86
12								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$47,790.37	\$51,190.25	\$54,672.88
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,779.04	\$5,119.02	\$5,467.29
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$256.94	\$275.22	\$293.94
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.71	\$39.32	\$41.99
13								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$47,790.37	\$52,590.53	\$56,137.85
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,779.04	\$5,259.05	\$5,613.78
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$256.94	\$282.74	\$301.82
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.71	\$40.39	\$43.12
14								
ANNUAL	\$29,502.98	\$31,043.10	\$32,684.06	\$34,208.96	\$39,848.14	\$47,790.37	\$52,590.53	\$57,604.72
MONTHLY	\$2,950.30	\$3,104.31	\$3,268.41	\$3,420.90	\$3,984.81	\$4,779.04	\$5,259.05	\$5,760.47
DAILY	\$158.62	\$166.90	\$175.72	\$183.92	\$214.24	\$256.94	\$282.74	\$309.70
HOURLY	\$22.66	\$23.84	\$25.10	\$26.27	\$30.61	\$36.71	\$40.39	\$44.24
21								
ANNUAL	\$30,761.52	\$32,321.61	\$33,955.91	\$35,477.96	\$41,120.00	\$49,069.85	\$53,867.14	\$58,877.53
MONTHLY	\$3,076.15	\$3,232.16	\$3,395.59	\$3,547.80	\$4,112.00	\$4,906.98	\$5,386.71	\$5,887.75
DAILY	\$165.38	\$173.77	\$182.56	\$190.74	\$221.08	\$263.82	\$289.61	\$316.55
HOURLY	\$23.63	\$24.82	\$26.08	\$27.25	\$31.58	\$37.69	\$41.37	\$45.22
26								
ANNUAL	\$31,397.92	\$32,960.88	\$34,594.22	\$36,118.17	\$41,762.12	\$49,703.39	\$54,501.65	\$59,515.84
MONTHLY	\$3,139.79	\$3,296.09	\$3,459.42	\$3,611.82	\$4,176.21	\$4,970.34	\$5,450.16	\$5,951.58
DAILY	\$168.81	\$177.21	\$185.99	\$194.18	\$224.53	\$267.22	\$293.02	\$319.98
HOURLY	\$24.12	\$25.32	\$26.57	\$27.74	\$32.08	\$38.17	\$41.86	\$45.71

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	1/18/2007
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE ADULT CONTRACT TEACHERS - FY 06/07						
Periods: 12, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$38,777.60	\$39,718.55	\$39,394.44	\$40,032.20	\$41,527.26	\$45,981.09
MONTHLY	\$3,231.47	\$3,309.88	\$3,282.87	\$3,336.02	\$3,460.61	\$3,831.76
DAILY	\$208.48	\$213.54	\$211.80	\$215.23	\$223.26	\$247.21
HOURLY	\$34.75	\$35.59	\$35.30	\$35.87	\$37.21	\$41.20
2						
ANNUAL	\$39,394.44	\$40,784.96	\$40,032.20	\$41,527.26	\$43,011.87	\$47,465.70
MONTHLY	\$3,282.87	\$3,398.75	\$3,336.02	\$3,460.61	\$3,584.32	\$3,955.48
DAILY	\$211.80	\$219.27	\$215.23	\$223.26	\$231.25	\$255.19
HOURLY	\$35.30	\$36.55	\$35.87	\$37.21	\$38.54	\$42.53
3						
ANNUAL	\$40,032.20	\$42,280.02	\$41,527.26	\$43,011.87	\$44,496.48	\$48,939.86
MONTHLY	\$3,336.02	\$3,523.34	\$3,460.61	\$3,584.32	\$3,708.04	\$4,078.32
DAILY	\$215.23	\$227.31	\$223.26	\$231.25	\$239.23	\$263.12
HOURLY	\$35.87	\$37.89	\$37.21	\$38.54	\$39.87	\$43.85
4						
ANNUAL	\$41,527.26	\$43,754.18	\$43,011.87	\$44,496.48	\$45,981.09	\$50,434.92
MONTHLY	\$3,460.61	\$3,646.18	\$3,584.32	\$3,708.04	\$3,831.76	\$4,202.91
DAILY	\$223.26	\$235.24	\$231.25	\$239.23	\$247.21	\$271.16
HOURLY	\$37.21	\$39.21	\$38.54	\$39.87	\$41.20	\$45.19
5						
ANNUAL	\$43,011.87	\$45,238.79	\$44,496.48	\$45,981.09	\$47,465.70	\$51,909.08
MONTHLY	\$3,584.32	\$3,769.90	\$3,708.04	\$3,831.76	\$3,955.48	\$4,325.76
DAILY	\$231.25	\$243.22	\$239.23	\$247.21	\$255.19	\$279.08
HOURLY	\$38.54	\$40.54	\$39.87	\$41.20	\$42.53	\$46.51
6						
ANNUAL	\$44,496.48	\$46,723.40	\$45,981.09	\$47,465.70	\$48,939.86	\$53,393.69
MONTHLY	\$3,708.04	\$3,893.62	\$3,831.76	\$3,955.48	\$4,078.32	\$4,449.47
DAILY	\$239.23	\$251.20	\$247.21	\$255.19	\$263.12	\$287.06
HOURLY	\$39.87	\$41.87	\$41.20	\$42.53	\$43.85	\$47.84
7						
ANNUAL	\$45,981.09	\$48,208.01	\$47,465.70	\$48,939.86	\$50,434.92	\$54,867.84
MONTHLY	\$3,831.76	\$4,017.33	\$3,955.48	\$4,078.32	\$4,202.91	\$4,572.32
DAILY	\$247.21	\$259.18	\$255.19	\$263.12	\$271.16	\$294.99
HOURLY	\$41.20	\$43.20	\$42.53	\$43.85	\$45.19	\$49.16
8						
ANNUAL	\$47,507.52	\$49,682.16	\$48,939.86	\$50,434.92	\$51,909.08	\$56,362.91
MONTHLY	\$3,958.96	\$4,140.18	\$4,078.32	\$4,202.91	\$4,325.76	\$4,696.91
DAILY	\$255.42	\$267.11	\$263.12	\$271.16	\$279.08	\$303.03
HOURLY	\$42.57	\$44.52	\$43.85	\$45.19	\$46.51	\$50.50

SALARY SCHEDULE ADULT CONTRACT TEACHERS - FY 06/07						
Periods: 12, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	<i>BA</i>	<i>BA + 30</i>	<i>BA + 45</i>	<i>BA + 60</i>	<i>BA + 75</i>	<i>BA + 90</i>
9						
<i>ANNUAL</i>	\$48,939.86	\$51,166.77	\$50,434.92	\$51,909.08	\$53,393.69	\$57,837.06
<i>MONTHLY</i>	\$4,078.32	\$4,263.90	\$4,202.91	\$4,325.76	\$4,449.47	\$4,819.76
<i>DAILY</i>	\$263.12	\$275.09	\$271.16	\$279.08	\$287.06	\$310.95
<i>HOURLY</i>	\$43.85	\$45.85	\$45.19	\$46.51	\$47.84	\$51.83
10						
<i>ANNUAL</i>	\$50,434.92	\$52,651.38	\$51,909.08	\$53,393.69	\$54,867.84	\$59,321.67
<i>MONTHLY</i>	\$4,202.91	\$4,387.62	\$4,325.76	\$4,449.47	\$4,572.32	\$4,943.47
<i>DAILY</i>	\$271.16	\$283.07	\$279.08	\$287.06	\$294.99	\$318.93
<i>HOURLY</i>	\$45.19	\$47.18	\$46.51	\$47.84	\$49.16	\$53.16
11						
<i>ANNUAL</i>	\$51,909.08	\$54,125.54	\$53,393.69	\$54,867.84	\$56,362.91	\$60,816.74
<i>MONTHLY</i>	\$4,325.76	\$4,510.46	\$4,449.47	\$4,572.32	\$4,696.91	\$5,068.06
<i>DAILY</i>	\$279.08	\$291.00	\$287.06	\$294.99	\$303.03	\$326.97
<i>HOURLY</i>	\$46.51	\$48.50	\$47.84	\$49.16	\$50.50	\$54.50
12						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$56,362.91	\$57,837.06	\$62,290.89
<i>MONTHLY</i>	\$4,449.47	\$4,510.46	\$4,572.32	\$4,696.91	\$4,819.76	\$5,190.91
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$303.03	\$310.95	\$334.90
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$50.50	\$51.83	\$55.82
13						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$57,837.06	\$59,321.67	\$63,775.50
<i>MONTHLY</i>	\$4,449.47	\$4,510.46	\$4,572.32	\$4,819.76	\$4,943.47	\$5,314.63
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$310.95	\$318.93	\$342.88
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$51.83	\$53.16	\$57.15
14						
<i>ANNUAL</i>	\$53,393.69	\$54,125.54	\$54,867.84	\$57,837.06	\$60,816.74	\$65,260.11
<i>MONTHLY</i>	\$4,449.47	\$4,510.46	\$4,572.32	\$4,819.76	\$5,068.06	\$5,438.34
<i>DAILY</i>	\$287.06	\$291.00	\$294.99	\$310.95	\$326.97	\$350.86
<i>HOURLY</i>	\$47.84	\$48.50	\$49.16	\$51.83	\$54.50	\$58.48
15						
<i>ANNUAL</i>	\$53,393.69	\$39,091.25	\$54,867.84	\$57,837.06	\$60,816.74	\$66,744.72
<i>MONTHLY</i>	\$4,449.47	\$3,257.60	\$4,572.32	\$4,819.76	\$5,068.06	\$5,562.06
<i>DAILY</i>	\$287.06	\$210.17	\$294.99	\$310.95	\$326.97	\$358.84
<i>HOURLY</i>	\$47.84	\$35.03	\$49.16	\$51.83	\$54.50	\$59.81
21						
<i>ANNUAL</i>	\$54,867.84	\$55,620.60	\$56,362.91	\$59,321.67	\$62,290.89	\$68,218.88
<i>MONTHLY</i>	\$4,572.32	\$4,635.05	\$4,696.91	\$4,943.47	\$5,190.91	\$5,684.91
<i>DAILY</i>	\$294.99	\$299.04	\$303.03	\$318.93	\$334.90	\$366.77
<i>HOURLY</i>	\$49.16	\$49.84	\$50.50	\$53.16	\$55.82	\$61.13
26						
<i>ANNUAL</i>	\$56,362.91	\$57,094.76	\$57,837.06	\$60,816.74	\$63,775.50	\$69,713.94
<i>MONTHLY</i>	\$4,696.91	\$4,757.90	\$4,819.76	\$5,068.06	\$5,314.63	\$5,809.50
<i>DAILY</i>	\$303.03	\$306.96	\$310.95	\$326.97	\$342.88	\$374.81
<i>HOURLY</i>	\$50.50	\$51.16	\$51.83	\$54.50	\$57.15	\$62.47

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	1/31/2007
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE ADULT CONTRACT TEACHERS - FY 07/08						
Periods: 12, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$39,456.21	\$40,413.62	\$40,083.84	\$40,732.76	\$42,253.99	\$46,785.76
MONTHLY	\$3,288.02	\$3,367.80	\$3,340.32	\$3,394.40	\$3,521.17	\$3,898.82
DAILY	\$212.13	\$217.28	\$215.51	\$219.00	\$227.17	\$251.54
HOURLY	\$35.36	\$36.21	\$35.92	\$36.50	\$37.86	\$41.92
2						
ANNUAL	\$40,083.84	\$41,498.70	\$40,732.76	\$42,253.99	\$43,764.58	\$48,296.35
MONTHLY	\$3,340.32	\$3,458.23	\$3,394.40	\$3,521.17	\$3,647.05	\$4,024.70
DAILY	\$215.51	\$223.11	\$219.00	\$227.17	\$235.30	\$259.66
HOURLY	\$35.92	\$37.19	\$36.50	\$37.86	\$39.21	\$43.27
3						
ANNUAL	\$40,732.76	\$43,019.92	\$42,253.99	\$43,764.58	\$45,275.17	\$49,796.31
MONTHLY	\$3,394.40	\$3,585.00	\$3,521.17	\$3,647.05	\$3,772.93	\$4,149.69
DAILY	\$219.00	\$231.29	\$227.17	\$235.30	\$243.42	\$267.72
HOURLY	\$36.50	\$38.55	\$37.86	\$39.21	\$40.57	\$44.62
4						
ANNUAL	\$42,253.99	\$44,519.88	\$43,764.58	\$45,275.17	\$46,785.76	\$51,317.53
MONTHLY	\$3,521.17	\$3,709.99	\$3,647.05	\$3,772.93	\$3,898.82	\$4,276.46
DAILY	\$227.17	\$239.36	\$235.30	\$243.42	\$251.54	\$275.91
HOURLY	\$37.86	\$39.90	\$39.21	\$40.57	\$41.92	\$45.98
5						
ANNUAL	\$43,764.58	\$46,030.47	\$45,275.17	\$46,785.76	\$48,296.35	\$52,817.49
MONTHLY	\$3,647.05	\$3,835.87	\$3,772.93	\$3,898.82	\$4,024.70	\$4,401.46
DAILY	\$235.30	\$247.48	\$243.42	\$251.54	\$259.66	\$283.96
HOURLY	\$39.21	\$41.25	\$40.57	\$41.92	\$43.27	\$47.32
6						
ANNUAL	\$45,275.17	\$47,541.06	\$46,785.76	\$48,296.35	\$49,796.31	\$54,328.08
MONTHLY	\$3,772.93	\$3,961.76	\$3,898.82	\$4,024.70	\$4,149.69	\$4,527.34
DAILY	\$243.42	\$255.60	\$251.54	\$259.66	\$267.72	\$292.08
HOURLY	\$40.57	\$42.60	\$41.92	\$43.27	\$44.62	\$48.68
7						
ANNUAL	\$46,785.76	\$49,051.65	\$48,296.35	\$49,796.31	\$51,317.53	\$55,828.03
MONTHLY	\$3,898.82	\$4,087.63	\$4,024.70	\$4,149.69	\$4,276.46	\$4,652.34
DAILY	\$251.54	\$263.72	\$259.66	\$267.72	\$275.91	\$300.15
HOURLY	\$41.92	\$43.96	\$43.27	\$44.62	\$45.98	\$50.02
8						
ANNUAL	\$48,338.90	\$50,551.60	\$49,796.31	\$51,317.53	\$52,817.49	\$57,349.26
MONTHLY	\$4,028.24	\$4,212.63	\$4,149.69	\$4,276.46	\$4,401.46	\$4,779.11
DAILY	\$259.89	\$271.78	\$267.72	\$275.91	\$283.96	\$308.33
HOURLY	\$43.31	\$45.30	\$44.62	\$45.98	\$47.32	\$51.38

SALARY SCHEDULE ADULT CONTRACT TEACHERS - FY 07/08						
Periods: 12, Days/Year: 186, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	<i>BA</i>	<i>BA + 30</i>	<i>BA + 45</i>	<i>BA + 60</i>	<i>BA + 75</i>	<i>BA + 90</i>
9						
<i>ANNUAL</i>	\$49,796.31	\$52,062.19	\$51,317.53	\$52,817.49	\$54,328.08	\$58,849.21
<i>MONTHLY</i>	\$4,149.69	\$4,338.52	\$4,276.46	\$4,401.46	\$4,527.34	\$4,904.11
<i>DAILY</i>	\$267.72	\$279.90	\$275.91	\$283.96	\$292.08	\$316.39
<i>HOURLY</i>	\$44.62	\$46.65	\$45.98	\$47.32	\$48.68	\$52.74
10						
<i>ANNUAL</i>	\$51,317.53	\$53,572.78	\$52,817.49	\$54,328.08	\$55,828.03	\$60,359.80
<i>MONTHLY</i>	\$4,276.46	\$4,464.40	\$4,401.46	\$4,527.34	\$4,652.34	\$5,029.98
<i>DAILY</i>	\$275.91	\$288.02	\$283.96	\$292.08	\$300.15	\$324.51
<i>HOURLY</i>	\$45.98	\$48.01	\$47.32	\$48.68	\$50.02	\$54.09
11						
<i>ANNUAL</i>	\$52,817.49	\$55,072.74	\$54,328.08	\$55,828.03	\$57,349.26	\$61,881.03
<i>MONTHLY</i>	\$4,401.46	\$4,589.39	\$4,527.34	\$4,652.34	\$4,779.11	\$5,156.75
<i>DAILY</i>	\$283.96	\$296.09	\$292.08	\$300.15	\$308.33	\$332.69
<i>HOURLY</i>	\$47.32	\$49.35	\$48.68	\$50.02	\$51.38	\$55.45
12						
<i>ANNUAL</i>	\$54,328.08	\$55,072.74	\$55,828.03	\$57,349.26	\$58,849.21	\$63,380.98
<i>MONTHLY</i>	\$4,527.34	\$4,589.39	\$4,652.34	\$4,779.11	\$4,904.11	\$5,281.75
<i>DAILY</i>	\$292.08	\$296.09	\$300.15	\$308.33	\$316.39	\$340.76
<i>HOURLY</i>	\$48.68	\$49.35	\$50.02	\$51.38	\$52.74	\$56.80
13						
<i>ANNUAL</i>	\$54,328.08	\$55,072.74	\$55,828.03	\$58,849.21	\$60,359.80	\$64,891.57
<i>MONTHLY</i>	\$4,527.34	\$4,589.39	\$4,652.34	\$4,904.11	\$5,029.98	\$5,407.64
<i>DAILY</i>	\$292.08	\$296.09	\$300.15	\$316.39	\$324.51	\$348.88
<i>HOURLY</i>	\$48.68	\$49.35	\$50.02	\$52.74	\$54.09	\$58.15
14						
<i>ANNUAL</i>	\$54,328.08	\$55,072.74	\$55,828.03	\$58,849.21	\$61,881.03	\$66,402.16
<i>MONTHLY</i>	\$4,527.34	\$4,589.39	\$4,652.34	\$4,904.11	\$5,156.75	\$5,533.51
<i>DAILY</i>	\$292.08	\$296.09	\$300.15	\$316.39	\$332.69	\$357.00
<i>HOURLY</i>	\$48.68	\$49.35	\$50.02	\$52.74	\$55.45	\$59.50
15						
<i>ANNUAL</i>	\$54,328.08	\$39,775.35	\$55,828.03	\$58,849.21	\$61,881.03	\$67,912.75
<i>MONTHLY</i>	\$4,527.34	\$3,314.61	\$4,652.34	\$4,904.11	\$5,156.75	\$5,659.40
<i>DAILY</i>	\$292.08	\$213.85	\$300.15	\$316.39	\$332.69	\$365.12
<i>HOURLY</i>	\$48.68	\$35.64	\$50.02	\$52.74	\$55.45	\$60.86
21						
<i>ANNUAL</i>	\$55,828.03	\$56,593.96	\$57,349.26	\$60,359.80	\$63,380.98	\$69,412.71
<i>MONTHLY</i>	\$4,652.34	\$4,716.16	\$4,779.11	\$5,029.98	\$5,281.75	\$5,784.40
<i>DAILY</i>	\$300.15	\$304.27	\$308.33	\$324.51	\$340.76	\$373.19
<i>HOURLY</i>	\$50.02	\$50.71	\$51.38	\$54.09	\$56.80	\$62.20
26						
<i>ANNUAL</i>	\$57,349.26	\$58,093.92	\$58,849.21	\$61,881.03	\$64,891.57	\$70,933.93
<i>MONTHLY</i>	\$4,779.11	\$4,841.16	\$4,904.11	\$5,156.75	\$5,407.64	\$5,911.17
<i>DAILY</i>	\$308.33	\$312.33	\$316.39	\$332.69	\$348.88	\$381.37
<i>HOURLY</i>	\$51.38	\$52.06	\$52.74	\$55.45	\$58.15	\$63.56

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	11/29/2006
DIVISION OF HUMAN RESOURCES						
Salary Schedule for Teachers on 10 Month Special Assignments - FY 06/07						
Periods: 12, Days/Year: 204, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$42,655.36	\$43,000.37	\$43,333.88	\$44,035.42	\$45,679.99	\$50,579.20
MONTHLY	\$3,554.61	\$3,583.36	\$3,611.16	\$3,669.62	\$3,806.67	\$4,214.93
DAILY	\$209.09	\$210.79	\$212.42	\$215.86	\$223.92	\$247.94
HOURLY	\$34.85	\$35.13	\$35.40	\$35.98	\$37.32	\$41.32
2						
ANNUAL	\$43,333.88	\$43,690.40	\$44,035.42	\$45,679.99	\$47,313.06	\$52,212.27
MONTHLY	\$3,611.16	\$3,640.87	\$3,669.62	\$3,806.67	\$3,942.75	\$4,351.02
DAILY	\$212.42	\$214.17	\$215.86	\$223.92	\$231.93	\$255.94
HOURLY	\$35.40	\$35.69	\$35.98	\$37.32	\$38.65	\$42.66
3						
ANNUAL	\$44,035.42	\$44,863.45	\$45,679.99	\$47,313.06	\$48,946.13	\$53,833.84
MONTHLY	\$3,669.62	\$3,738.62	\$3,806.67	\$3,942.75	\$4,078.84	\$4,486.15
DAILY	\$215.86	\$219.92	\$223.92	\$231.93	\$239.93	\$263.89
HOURLY	\$35.98	\$36.65	\$37.32	\$38.65	\$39.99	\$43.98
4						
ANNUAL	\$45,679.99	\$46,508.02	\$47,313.06	\$48,946.13	\$50,579.20	\$55,478.41
MONTHLY	\$3,806.67	\$3,875.67	\$3,942.75	\$4,078.84	\$4,214.93	\$4,623.20
DAILY	\$223.92	\$227.98	\$231.93	\$239.93	\$247.94	\$271.95
HOURLY	\$37.32	\$38.00	\$38.65	\$39.99	\$41.32	\$45.33
5						
ANNUAL	\$47,313.06	\$48,129.59	\$48,946.13	\$50,579.20	\$52,212.27	\$57,099.98
MONTHLY	\$3,942.75	\$4,010.80	\$4,078.84	\$4,214.93	\$4,351.02	\$4,758.33
DAILY	\$231.93	\$235.93	\$239.93	\$247.94	\$255.94	\$279.90
HOURLY	\$38.65	\$39.32	\$39.99	\$41.32	\$42.66	\$46.65
6						
ANNUAL	\$48,946.13	\$49,762.66	\$50,579.20	\$52,212.27	\$53,833.84	\$58,733.05
MONTHLY	\$4,078.84	\$4,146.89	\$4,214.93	\$4,351.02	\$4,486.15	\$4,894.42
DAILY	\$239.93	\$243.93	\$247.94	\$255.94	\$263.89	\$287.91
HOURLY	\$39.99	\$40.66	\$41.32	\$42.66	\$43.98	\$47.98
7						
ANNUAL	\$50,579.20	\$51,395.74	\$52,212.27	\$53,833.84	\$55,478.41	\$60,354.62
MONTHLY	\$4,214.93	\$4,282.98	\$4,351.02	\$4,486.15	\$4,623.20	\$5,029.55
DAILY	\$247.94	\$251.94	\$255.94	\$263.89	\$271.95	\$295.86
HOURLY	\$41.32	\$41.99	\$42.66	\$43.98	\$45.33	\$49.31
8						
ANNUAL	\$52,258.27	\$53,028.81	\$53,833.84	\$55,478.41	\$57,099.98	\$61,999.20
MONTHLY	\$4,354.86	\$4,419.07	\$4,486.15	\$4,623.20	\$4,758.33	\$5,166.60
DAILY	\$256.17	\$259.95	\$263.89	\$271.95	\$279.90	\$303.92
HOURLY	\$42.69	\$43.32	\$43.98	\$45.33	\$46.65	\$50.65

Salary Schedule for Teachers on 10 Month Special Assignments - FY 06/07						
Periods: 12, Days/Year: 204, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$53,833.84	\$54,650.38	\$55,478.41	\$57,099.98	\$58,733.05	\$63,620.77
MONTHLY	\$4,486.15	\$4,554.20	\$4,623.20	\$4,758.33	\$4,894.42	\$5,301.73
DAILY	\$263.89	\$267.89	\$271.95	\$279.90	\$287.91	\$311.87
HOURLY	\$43.98	\$44.65	\$45.33	\$46.65	\$47.98	\$51.98
10						
ANNUAL	\$55,478.41	\$56,283.45	\$57,099.98	\$58,733.05	\$60,354.62	\$65,253.84
MONTHLY	\$4,623.20	\$4,690.29	\$4,758.33	\$4,894.42	\$5,029.55	\$5,437.82
DAILY	\$271.95	\$275.90	\$279.90	\$287.91	\$295.86	\$319.87
HOURLY	\$45.33	\$45.98	\$46.65	\$47.98	\$49.31	\$53.31
11						
ANNUAL	\$57,099.98	\$57,916.52	\$58,733.05	\$60,354.62	\$61,999.20	\$66,898.41
MONTHLY	\$4,758.33	\$4,826.38	\$4,894.42	\$5,029.55	\$5,166.60	\$5,574.87
DAILY	\$279.90	\$283.90	\$287.91	\$295.86	\$303.92	\$327.93
HOURLY	\$46.65	\$47.32	\$47.98	\$49.31	\$50.65	\$54.66
12						
ANNUAL	\$58,733.05	\$59,538.09	\$60,354.62	\$61,999.20	\$63,620.77	\$68,519.98
MONTHLY	\$4,894.42	\$4,961.51	\$5,029.55	\$5,166.60	\$5,301.73	\$5,710.00
DAILY	\$287.91	\$291.85	\$295.86	\$303.92	\$311.87	\$335.88
HOURLY	\$47.98	\$48.64	\$49.31	\$50.65	\$51.98	\$55.98
13						
ANNUAL	\$58,733.05	\$59,538.09	\$60,354.62	\$63,620.77	\$65,253.84	\$70,153.05
MONTHLY	\$4,894.42	\$4,961.51	\$5,029.55	\$5,301.73	\$5,437.82	\$5,846.09
DAILY	\$287.91	\$291.85	\$295.86	\$311.87	\$319.87	\$343.89
HOURLY	\$47.98	\$48.64	\$49.31	\$51.98	\$53.31	\$57.31
14						
ANNUAL	\$58,733.05	\$59,538.09	\$60,354.62	\$63,620.77	\$66,898.41	\$71,786.12
MONTHLY	\$4,894.42	\$4,961.51	\$5,029.55	\$5,301.73	\$5,574.87	\$5,982.18
DAILY	\$287.91	\$291.85	\$295.86	\$311.87	\$327.93	\$351.89
HOURLY	\$47.98	\$48.64	\$49.31	\$51.98	\$54.66	\$58.65
15						
ANNUAL	\$58,733.05	\$59,538.09	\$60,354.62	\$63,620.77	\$66,898.41	\$73,419.19
MONTHLY	\$4,894.42	\$4,961.51	\$5,029.55	\$5,301.73	\$5,574.87	\$6,118.27
DAILY	\$287.91	\$291.85	\$295.86	\$311.87	\$327.93	\$359.90
HOURLY	\$47.98	\$48.64	\$49.31	\$51.98	\$54.66	\$59.98
21						
ANNUAL	\$60,354.62	\$61,182.66	\$61,999.20	\$65,253.84	\$68,519.98	\$75,040.76
MONTHLY	\$5,029.55	\$5,098.56	\$5,166.60	\$5,437.82	\$5,710.00	\$6,253.40
DAILY	\$295.86	\$299.92	\$303.92	\$319.87	\$335.88	\$367.85
HOURLY	\$49.31	\$49.99	\$50.65	\$53.31	\$55.98	\$61.31
26						
ANNUAL	\$61,999.20	\$62,804.23	\$63,620.77	\$66,898.41	\$70,153.05	\$76,685.33
MONTHLY	\$5,166.60	\$5,233.69	\$5,301.73	\$5,574.87	\$5,846.09	\$6,390.44
DAILY	\$303.92	\$307.86	\$311.87	\$327.93	\$343.89	\$375.91
HOURLY	\$50.65	\$51.31	\$51.98	\$54.66	\$57.31	\$62.65

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	1/31/2007
DIVISION OF HUMAN RESOURCES						
Salary Schedule for Teachers on 10 Month Special Assignments - FY 07/08						
Periods: 12, Days/Year: 204, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$43,401.83	\$43,752.88	\$44,092.22	\$44,806.04	\$46,479.39	\$51,464.34
MONTHLY	\$3,616.82	\$3,646.07	\$3,674.36	\$3,733.84	\$3,873.29	\$4,288.69
DAILY	\$212.75	\$214.48	\$216.14	\$219.64	\$227.84	\$252.28
HOURLY	\$35.46	\$35.74	\$36.02	\$36.61	\$37.97	\$42.04
2						
ANNUAL	\$44,092.22	\$44,454.98	\$44,806.04	\$46,479.39	\$48,141.04	\$53,125.98
MONTHLY	\$3,674.36	\$3,704.59	\$3,733.84	\$3,873.29	\$4,011.75	\$4,427.16
DAILY	\$216.14	\$217.92	\$219.64	\$227.84	\$235.99	\$260.42
HOURLY	\$36.02	\$36.31	\$36.61	\$37.97	\$39.33	\$43.41
3						
ANNUAL	\$44,806.04	\$45,648.56	\$46,479.39	\$48,141.04	\$49,802.69	\$54,775.93
MONTHLY	\$3,733.84	\$3,804.05	\$3,873.29	\$4,011.75	\$4,150.22	\$4,564.66
DAILY	\$219.64	\$223.77	\$227.84	\$235.99	\$244.13	\$268.51
HOURLY	\$36.61	\$37.29	\$37.97	\$39.33	\$40.69	\$44.75
4						
ANNUAL	\$46,479.39	\$47,321.91	\$48,141.04	\$49,802.69	\$51,464.34	\$56,449.28
MONTHLY	\$3,873.29	\$3,943.49	\$4,011.75	\$4,150.22	\$4,288.69	\$4,704.11
DAILY	\$227.84	\$231.97	\$235.99	\$244.13	\$252.28	\$276.71
HOURLY	\$37.97	\$38.67	\$39.33	\$40.69	\$42.04	\$46.12
5						
ANNUAL	\$48,141.04	\$48,971.86	\$49,802.69	\$51,464.34	\$53,125.98	\$58,099.23
MONTHLY	\$4,011.75	\$4,080.99	\$4,150.22	\$4,288.69	\$4,427.16	\$4,841.60
DAILY	\$235.99	\$240.06	\$244.13	\$252.28	\$260.42	\$284.80
HOURLY	\$39.33	\$40.01	\$40.69	\$42.04	\$43.41	\$47.47
6						
ANNUAL	\$49,802.69	\$50,633.51	\$51,464.34	\$53,125.98	\$54,775.93	\$59,760.88
MONTHLY	\$4,150.22	\$4,219.46	\$4,288.69	\$4,427.16	\$4,564.66	\$4,980.07
DAILY	\$244.13	\$248.20	\$252.28	\$260.42	\$268.51	\$292.95
HOURLY	\$40.69	\$41.37	\$42.04	\$43.41	\$44.75	\$48.82
7						
ANNUAL	\$51,464.34	\$52,295.17	\$53,125.98	\$54,775.93	\$56,449.28	\$61,410.83
MONTHLY	\$4,288.69	\$4,357.93	\$4,427.16	\$4,564.66	\$4,704.11	\$5,117.57
DAILY	\$252.28	\$256.35	\$260.42	\$268.51	\$276.71	\$301.04
HOURLY	\$42.04	\$42.72	\$43.41	\$44.75	\$46.12	\$50.17
8						
ANNUAL	\$53,172.79	\$53,956.81	\$54,775.93	\$56,449.28	\$58,099.23	\$63,084.19
MONTHLY	\$4,431.07	\$4,496.40	\$4,564.66	\$4,704.11	\$4,841.60	\$5,257.02
DAILY	\$260.65	\$264.50	\$268.51	\$276.71	\$284.80	\$309.24
HOURLY	\$43.44	\$44.08	\$44.75	\$46.12	\$47.47	\$51.54

Salary Schedule for Teachers on 10 Month Special Assignments - FY 07/08						
Periods: 12, Days/Year: 204, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$54,775.93	\$55,606.76	\$56,449.28	\$58,099.23	\$59,760.88	\$64,734.13
MONTHLY	\$4,564.66	\$4,633.90	\$4,704.11	\$4,841.60	\$4,980.07	\$5,394.51
DAILY	\$268.51	\$272.58	\$276.71	\$284.80	\$292.95	\$317.33
HOURLY	\$44.75	\$45.43	\$46.12	\$47.47	\$48.82	\$52.89
10						
ANNUAL	\$56,449.28	\$57,268.41	\$58,099.23	\$59,760.88	\$61,410.83	\$66,395.78
MONTHLY	\$4,704.11	\$4,772.37	\$4,841.60	\$4,980.07	\$5,117.57	\$5,532.98
DAILY	\$276.71	\$280.73	\$284.80	\$292.95	\$301.04	\$325.47
HOURLY	\$46.12	\$46.78	\$47.47	\$48.82	\$50.17	\$54.24
11						
ANNUAL	\$58,099.23	\$58,930.06	\$59,760.88	\$61,410.83	\$63,084.19	\$68,069.13
MONTHLY	\$4,841.60	\$4,910.84	\$4,980.07	\$5,117.57	\$5,257.02	\$5,672.43
DAILY	\$284.80	\$288.87	\$292.95	\$301.04	\$309.24	\$333.67
HOURLY	\$47.47	\$48.15	\$48.82	\$50.17	\$51.54	\$55.62
12						
ANNUAL	\$59,760.88	\$60,580.01	\$61,410.83	\$63,084.19	\$64,734.13	\$69,719.08
MONTHLY	\$4,980.07	\$5,048.34	\$5,117.57	\$5,257.02	\$5,394.51	\$5,809.93
DAILY	\$292.95	\$296.96	\$301.04	\$309.24	\$317.33	\$341.76
HOURLY	\$48.82	\$49.49	\$50.17	\$51.54	\$52.89	\$56.96
13						
ANNUAL	\$59,760.88	\$60,580.01	\$61,410.83	\$64,734.13	\$66,395.78	\$71,380.73
MONTHLY	\$4,980.07	\$5,048.34	\$5,117.57	\$5,394.51	\$5,532.98	\$5,948.40
DAILY	\$292.95	\$296.96	\$301.04	\$317.33	\$325.47	\$349.91
HOURLY	\$48.82	\$49.49	\$50.17	\$52.89	\$54.24	\$58.31
14						
ANNUAL	\$59,760.88	\$60,580.01	\$61,410.83	\$64,734.13	\$68,069.13	\$73,042.38
MONTHLY	\$4,980.07	\$5,048.34	\$5,117.57	\$5,394.51	\$5,672.43	\$6,086.87
DAILY	\$292.95	\$296.96	\$301.04	\$317.33	\$333.67	\$358.05
HOURLY	\$48.82	\$49.49	\$50.17	\$52.89	\$55.62	\$59.68
15						
ANNUAL	\$59,760.88	\$60,580.01	\$61,410.83	\$64,734.13	\$68,069.13	\$74,704.03
MONTHLY	\$4,980.07	\$5,048.34	\$5,117.57	\$5,394.51	\$5,672.43	\$6,225.34
DAILY	\$292.95	\$296.96	\$301.04	\$317.33	\$333.67	\$366.20
HOURLY	\$48.82	\$49.49	\$50.17	\$52.89	\$55.62	\$61.03
21						
ANNUAL	\$61,410.83	\$62,253.36	\$63,084.19	\$66,395.78	\$69,719.08	\$76,353.97
MONTHLY	\$5,117.57	\$5,187.78	\$5,257.02	\$5,532.98	\$5,809.93	\$6,362.83
DAILY	\$301.04	\$305.17	\$309.24	\$325.47	\$341.76	\$374.29
HOURLY	\$50.17	\$50.86	\$51.54	\$54.24	\$56.96	\$62.38
26						
ANNUAL	\$63,084.19	\$63,903.30	\$64,734.13	\$68,069.13	\$71,380.73	\$78,027.32
MONTHLY	\$5,257.02	\$5,325.28	\$5,394.51	\$5,672.43	\$5,948.40	\$6,502.27
DAILY	\$309.24	\$313.25	\$317.33	\$333.67	\$349.91	\$382.49
HOURLY	\$51.54	\$52.21	\$52.89	\$55.62	\$58.31	\$63.75

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	11/29/2006
DIVISION OF HUMAN RESOURCES						
Salary Schedule for Teachers on 12 Month Special Assignments - FY 06/07						
Periods: 12, Days/Year: 222, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$46,533.11	\$46,909.49	\$47,273.33	\$48,038.63	\$49,832.71	\$55,177.31
MONTHLY	\$3,877.76	\$3,909.12	\$3,939.44	\$4,003.22	\$4,152.73	\$4,598.11
DAILY	\$209.61	\$211.30	\$212.94	\$216.39	\$224.47	\$248.55
HOURLY	\$34.93	\$35.22	\$35.49	\$36.07	\$37.41	\$41.42
2						
ANNUAL	\$47,273.33	\$47,662.25	\$48,038.63	\$49,832.71	\$51,614.24	\$56,958.84
MONTHLY	\$3,939.44	\$3,971.85	\$4,003.22	\$4,152.73	\$4,301.19	\$4,746.57
DAILY	\$212.94	\$214.69	\$216.39	\$224.47	\$232.50	\$256.57
HOURLY	\$35.49	\$35.78	\$36.07	\$37.41	\$38.75	\$42.76
3						
ANNUAL	\$48,038.63	\$48,941.95	\$49,832.71	\$51,614.24	\$53,395.78	\$58,727.83
MONTHLY	\$4,003.22	\$4,078.50	\$4,152.73	\$4,301.19	\$4,449.65	\$4,893.99
DAILY	\$216.39	\$220.46	\$224.47	\$232.50	\$240.52	\$264.54
HOURLY	\$36.07	\$36.74	\$37.41	\$38.75	\$40.09	\$44.09
4						
ANNUAL	\$49,832.71	\$50,736.02	\$51,614.24	\$53,395.78	\$55,177.31	\$60,521.90
MONTHLY	\$4,152.73	\$4,228.00	\$4,301.19	\$4,449.65	\$4,598.11	\$5,043.49
DAILY	\$224.47	\$228.54	\$232.50	\$240.52	\$248.55	\$272.62
HOURLY	\$37.41	\$38.09	\$38.75	\$40.09	\$41.42	\$45.44
5						
ANNUAL	\$51,617.24	\$52,505.01	\$53,395.78	\$55,177.31	\$56,958.84	\$62,290.89
MONTHLY	\$4,301.44	\$4,375.42	\$4,449.65	\$4,598.11	\$4,746.57	\$5,190.91
DAILY	\$232.51	\$236.51	\$240.52	\$248.55	\$256.57	\$280.59
HOURLY	\$38.75	\$39.42	\$40.09	\$41.42	\$42.76	\$46.76
6						
ANNUAL	\$53,395.78	\$54,286.54	\$55,177.31	\$56,958.84	\$58,727.83	\$64,072.42
MONTHLY	\$4,449.65	\$4,523.88	\$4,598.11	\$4,746.57	\$4,893.99	\$5,339.37
DAILY	\$240.52	\$244.53	\$248.55	\$256.57	\$264.54	\$288.61
HOURLY	\$40.09	\$40.76	\$41.42	\$42.76	\$44.09	\$48.10
7						
ANNUAL	\$55,177.31	\$56,068.07	\$56,958.84	\$58,727.83	\$60,521.90	\$65,841.41
MONTHLY	\$4,598.11	\$4,672.34	\$4,746.57	\$4,893.99	\$5,043.49	\$5,486.78
DAILY	\$248.55	\$252.56	\$256.57	\$264.54	\$272.62	\$296.58
HOURLY	\$41.42	\$42.09	\$42.76	\$44.09	\$45.44	\$49.43
8						
ANNUAL	\$57,009.02	\$57,849.61	\$58,727.83	\$60,521.90	\$62,290.89	\$67,635.49
MONTHLY	\$4,750.75	\$4,820.80	\$4,893.99	\$5,043.49	\$5,190.91	\$5,636.29
DAILY	\$256.80	\$260.58	\$264.54	\$272.62	\$280.59	\$304.66
HOURLY	\$42.80	\$43.43	\$44.09	\$45.44	\$46.76	\$50.78

Salary Schedule for Teachers on 12 Month Special Assignments - FY 06/07						
Periods: 12, Days/Year: 222, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$58,727.83	\$59,618.59	\$60,521.90	\$62,290.89	\$64,072.42	\$69,404.47
MONTHLY	\$4,893.99	\$4,968.22	\$5,043.49	\$5,190.91	\$5,339.37	\$5,783.71
DAILY	\$264.54	\$268.55	\$272.62	\$280.59	\$288.61	\$312.63
HOURLY	\$44.09	\$44.76	\$45.44	\$46.76	\$48.10	\$52.11
10						
ANNUAL	\$60,521.90	\$61,400.12	\$62,290.89	\$64,072.42	\$65,841.41	\$71,186.00
MONTHLY	\$5,043.49	\$5,116.68	\$5,190.91	\$5,339.37	\$5,486.78	\$5,932.17
DAILY	\$272.62	\$276.58	\$280.59	\$288.61	\$296.58	\$320.66
HOURLY	\$45.44	\$46.10	\$46.76	\$48.10	\$49.43	\$53.44
11						
ANNUAL	\$62,290.89	\$63,181.66	\$64,072.42	\$65,841.41	\$67,635.49	\$72,980.08
MONTHLY	\$5,190.91	\$5,265.14	\$5,339.37	\$5,486.78	\$5,636.29	\$6,081.67
DAILY	\$280.59	\$284.60	\$288.61	\$296.58	\$304.66	\$328.74
HOURLY	\$46.76	\$47.43	\$48.10	\$49.43	\$50.78	\$54.79
12						
ANNUAL	\$64,072.42	\$64,950.64	\$65,841.41	\$67,635.49	\$69,404.47	\$74,749.07
MONTHLY	\$5,339.37	\$5,412.55	\$5,486.78	\$5,636.29	\$5,783.71	\$6,229.09
DAILY	\$288.61	\$292.57	\$296.58	\$304.66	\$312.63	\$336.71
HOURLY	\$48.10	\$48.76	\$49.43	\$50.78	\$52.11	\$56.12
13						
ANNUAL	\$64,072.42	\$64,950.64	\$65,841.41	\$69,404.47	\$71,186.00	\$76,530.60
MONTHLY	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$5,932.17	\$6,377.55
DAILY	\$288.61	\$292.57	\$296.58	\$312.63	\$320.66	\$344.73
HOURLY	\$48.10	\$48.76	\$49.43	\$52.11	\$53.44	\$57.46
14						
ANNUAL	\$64,072.42	\$64,950.64	\$65,841.41	\$69,404.47	\$72,980.08	\$78,312.13
MONTHLY	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$6,081.67	\$6,526.01
DAILY	\$288.61	\$292.57	\$296.58	\$312.63	\$328.74	\$352.76
HOURLY	\$48.10	\$48.76	\$49.43	\$52.11	\$54.79	\$58.79
15						
ANNUAL	\$64,072.42	\$64,950.64	\$65,841.41	\$69,404.47	\$72,980.08	\$80,093.66
MONTHLY	\$5,339.37	\$5,412.55	\$5,486.78	\$5,783.71	\$6,081.67	\$6,674.47
DAILY	\$288.61	\$292.57	\$296.58	\$312.63	\$328.74	\$360.78
HOURLY	\$48.10	\$48.76	\$49.43	\$52.11	\$54.79	\$60.13
21						
ANNUAL	\$65,841.41	\$66,744.72	\$67,635.49	\$71,186.00	\$74,749.07	\$81,862.65
MONTHLY	\$5,486.78	\$5,562.06	\$5,636.29	\$5,932.17	\$6,229.09	\$6,821.89
DAILY	\$296.58	\$300.65	\$304.66	\$320.66	\$336.71	\$368.75
HOURLY	\$49.43	\$50.11	\$50.78	\$53.44	\$56.12	\$61.46
26						
ANNUAL	\$67,635.49	\$68,513.71	\$69,404.47	\$72,980.08	\$76,530.60	\$83,656.73
MONTHLY	\$5,636.29	\$5,709.48	\$5,783.71	\$6,081.67	\$6,377.55	\$6,971.39
DAILY	\$304.66	\$308.62	\$312.63	\$328.74	\$344.73	\$376.83
HOURLY	\$50.78	\$51.44	\$52.11	\$54.79	\$57.46	\$62.81

OAKLAND UNIFIED SCHOOL DISTRICT					Printed:	1/31/2007
DIVISION OF HUMAN RESOURCES						
Salary Schedule for Teachers on 12 Month Special Assignments - FY 07/08						
Periods: 12, Days/Year: 222, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$47,347.44	\$47,730.41	\$48,100.61	\$48,879.31	\$50,704.78	\$56,142.91
MONTHLY	\$3,945.62	\$3,977.53	\$4,008.38	\$4,073.28	\$4,225.40	\$4,678.58
DAILY	\$213.28	\$215.00	\$216.67	\$220.18	\$228.40	\$252.90
HOURLY	\$35.54	\$35.84	\$36.11	\$36.70	\$38.06	\$42.14
2						
ANNUAL	\$48,100.61	\$48,496.34	\$48,879.31	\$50,704.78	\$52,517.49	\$57,955.62
MONTHLY	\$4,008.38	\$4,041.36	\$4,073.28	\$4,225.40	\$4,376.46	\$4,829.63
DAILY	\$216.67	\$218.45	\$220.18	\$228.40	\$236.57	\$261.06
HOURLY	\$36.11	\$36.41	\$36.70	\$38.06	\$39.43	\$43.51
3						
ANNUAL	\$48,879.31	\$49,798.43	\$50,704.78	\$52,517.49	\$54,330.21	\$59,755.57
MONTHLY	\$4,073.28	\$4,149.87	\$4,225.40	\$4,376.46	\$4,527.52	\$4,979.63
DAILY	\$220.18	\$224.32	\$228.40	\$236.57	\$244.73	\$269.17
HOURLY	\$36.70	\$37.38	\$38.06	\$39.43	\$40.79	\$44.86
4						
ANNUAL	\$50,704.78	\$51,623.90	\$52,517.49	\$54,330.21	\$56,142.91	\$61,581.03
MONTHLY	\$4,225.40	\$4,301.99	\$4,376.46	\$4,527.52	\$4,678.58	\$5,131.75
DAILY	\$228.40	\$232.54	\$236.57	\$244.73	\$252.90	\$277.39
HOURLY	\$38.06	\$38.76	\$39.43	\$40.79	\$42.14	\$46.24
5						
ANNUAL	\$52,520.54	\$53,423.85	\$54,330.21	\$56,142.91	\$57,955.62	\$63,380.98
MONTHLY	\$4,376.72	\$4,451.99	\$4,527.52	\$4,678.58	\$4,829.63	\$5,281.75
DAILY	\$236.58	\$240.65	\$244.73	\$252.90	\$261.06	\$285.50
HOURLY	\$39.43	\$40.11	\$40.79	\$42.14	\$43.51	\$47.58
6						
ANNUAL	\$54,330.21	\$55,236.55	\$56,142.91	\$57,955.62	\$59,755.57	\$65,193.69
MONTHLY	\$4,527.52	\$4,603.05	\$4,678.58	\$4,829.63	\$4,979.63	\$5,432.81
DAILY	\$244.73	\$248.81	\$252.90	\$261.06	\$269.17	\$293.66
HOURLY	\$40.79	\$41.47	\$42.14	\$43.51	\$44.86	\$48.94
7						
ANNUAL	\$56,142.91	\$57,049.26	\$57,955.62	\$59,755.57	\$61,581.03	\$66,993.63
MONTHLY	\$4,678.58	\$4,754.11	\$4,829.63	\$4,979.63	\$5,131.75	\$5,582.80
DAILY	\$252.90	\$256.98	\$261.06	\$269.17	\$277.39	\$301.77
HOURLY	\$42.14	\$42.83	\$43.51	\$44.86	\$46.24	\$50.30
8						
ANNUAL	\$58,006.68	\$58,861.98	\$59,755.57	\$61,581.03	\$63,380.98	\$68,819.11
MONTHLY	\$4,833.89	\$4,905.16	\$4,979.63	\$5,131.75	\$5,281.75	\$5,734.93
DAILY	\$261.29	\$265.14	\$269.17	\$277.39	\$285.50	\$309.99
HOURLY	\$43.55	\$44.19	\$44.86	\$46.24	\$47.58	\$51.67

Salary Schedule for Teachers on 12 Month Special Assignments - FY 07/08						
Periods: 12, Days/Year: 222, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$59,755.57	\$60,661.92	\$61,581.03	\$63,380.98	\$65,193.69	\$70,619.05
MONTHLY	\$4,979.63	\$5,055.16	\$5,131.75	\$5,281.75	\$5,432.81	\$5,884.92
DAILY	\$269.17	\$273.25	\$277.39	\$285.50	\$293.66	\$318.10
HOURLY	\$44.86	\$45.54	\$46.24	\$47.58	\$48.94	\$53.02
10						
ANNUAL	\$61,581.03	\$62,474.62	\$63,380.98	\$65,193.69	\$66,993.63	\$72,431.76
MONTHLY	\$5,131.75	\$5,206.22	\$5,281.75	\$5,432.81	\$5,582.80	\$6,035.98
DAILY	\$277.39	\$281.42	\$285.50	\$293.66	\$301.77	\$326.27
HOURLY	\$46.24	\$46.91	\$47.58	\$48.94	\$50.30	\$54.38
11						
ANNUAL	\$63,380.98	\$64,287.34	\$65,193.69	\$66,993.63	\$68,819.11	\$74,257.23
MONTHLY	\$5,281.75	\$5,357.28	\$5,432.81	\$5,582.80	\$5,734.93	\$6,188.10
DAILY	\$285.50	\$289.58	\$293.66	\$301.77	\$309.99	\$334.49
HOURLY	\$47.58	\$48.26	\$48.94	\$50.30	\$51.67	\$55.75
12						
ANNUAL	\$65,193.69	\$66,087.28	\$66,993.63	\$68,819.11	\$70,619.05	\$76,057.18
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,734.93	\$5,884.92	\$6,338.10
DAILY	\$293.66	\$297.69	\$301.77	\$309.99	\$318.10	\$342.60
HOURLY	\$48.94	\$49.61	\$50.30	\$51.67	\$53.02	\$57.10
13						
ANNUAL	\$65,193.69	\$66,087.28	\$66,993.63	\$70,619.05	\$72,431.76	\$77,869.89
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,035.98	\$6,489.16
DAILY	\$293.66	\$297.69	\$301.77	\$318.10	\$326.27	\$350.76
HOURLY	\$48.94	\$49.61	\$50.30	\$53.02	\$54.38	\$58.47
14						
ANNUAL	\$65,193.69	\$66,087.28	\$66,993.63	\$70,619.05	\$74,257.23	\$79,682.59
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,188.10	\$6,640.22
DAILY	\$293.66	\$297.69	\$301.77	\$318.10	\$334.49	\$358.93
HOURLY	\$48.94	\$49.61	\$50.30	\$53.02	\$55.75	\$59.82
15						
ANNUAL	\$65,193.69	\$66,087.28	\$66,993.63	\$70,619.05	\$74,257.23	\$81,495.30
MONTHLY	\$5,432.81	\$5,507.27	\$5,582.80	\$5,884.92	\$6,188.10	\$6,791.27
DAILY	\$293.66	\$297.69	\$301.77	\$318.10	\$334.49	\$367.09
HOURLY	\$48.94	\$49.61	\$50.30	\$53.02	\$55.75	\$61.18
21						
ANNUAL	\$66,993.63	\$67,912.75	\$68,819.11	\$72,431.76	\$76,057.18	\$83,295.25
MONTHLY	\$5,582.80	\$5,659.40	\$5,734.93	\$6,035.98	\$6,338.10	\$6,941.27
DAILY	\$301.77	\$305.91	\$309.99	\$326.27	\$342.60	\$375.20
HOURLY	\$50.30	\$50.99	\$51.67	\$54.38	\$57.10	\$62.54
26						
ANNUAL	\$68,819.11	\$69,712.70	\$70,619.05	\$74,257.23	\$77,869.89	\$85,120.72
MONTHLY	\$5,734.93	\$5,809.40	\$5,884.92	\$6,188.10	\$6,489.16	\$7,093.39
DAILY	\$309.99	\$314.02	\$318.10	\$334.49	\$350.76	\$383.42
HOURLY	\$51.67	\$52.34	\$53.02	\$55.75	\$58.47	\$63.91

OAKLAND UNIFIED SCHOOL DISTRICT				Printed:	11/29/2006	
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE CERTIFICATED COUNSELORS - FY 2006/07						
Periods: 10, Days/Year: 196, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$40,910.00	\$41,229.17	\$41,548.34	\$42,234.85	\$43,798.59	\$48,493.80
MONTHLY	\$4,091.00	\$4,122.92	\$4,154.83	\$4,223.49	\$4,379.86	\$4,849.38
DAILY	\$208.72	\$210.35	\$211.98	\$215.48	\$223.46	\$247.42
HOURLY	\$34.79	\$35.06	\$35.33	\$35.91	\$37.24	\$41.24
2						
ANNUAL	\$41,548.34	\$41,892.60	\$42,234.85	\$43,798.59	\$45,363.32	\$50,058.54
MONTHLY	\$4,154.83	\$4,189.26	\$4,223.49	\$4,379.86	\$4,536.33	\$5,005.85
DAILY	\$211.98	\$213.74	\$215.48	\$223.46	\$231.45	\$255.40
HOURLY	\$35.33	\$35.62	\$35.91	\$37.24	\$38.57	\$42.57
3						
ANNUAL	\$42,234.85	\$43,016.72	\$43,798.59	\$45,363.32	\$46,928.06	\$51,621.27
MONTHLY	\$4,223.49	\$4,301.67	\$4,379.86	\$4,536.33	\$4,692.81	\$5,162.13
DAILY	\$215.48	\$219.47	\$223.46	\$231.45	\$239.43	\$263.37
HOURLY	\$35.91	\$36.58	\$37.24	\$38.57	\$39.90	\$43.90
4						
ANNUAL	\$43,798.59	\$44,581.46	\$45,363.32	\$46,928.06	\$48,493.80	\$53,185.00
MONTHLY	\$4,379.86	\$4,458.15	\$4,536.33	\$4,692.81	\$4,849.38	\$5,318.50
DAILY	\$223.46	\$227.46	\$231.45	\$239.43	\$247.42	\$271.35
HOURLY	\$37.24	\$37.91	\$38.57	\$39.90	\$41.24	\$45.23
5						
ANNUAL	\$45,363.32	\$46,145.19	\$46,928.06	\$48,493.80	\$50,058.54	\$54,749.74
MONTHLY	\$4,536.33	\$4,614.52	\$4,692.81	\$4,849.38	\$5,005.85	\$5,474.97
DAILY	\$231.45	\$235.43	\$239.43	\$247.42	\$255.40	\$279.34
HOURLY	\$38.57	\$39.24	\$39.90	\$41.24	\$42.57	\$46.56
6						
ANNUAL	\$46,928.06	\$47,709.93	\$48,493.80	\$50,058.54	\$51,621.27	\$56,314.48
MONTHLY	\$4,692.81	\$4,770.99	\$4,849.38	\$5,005.85	\$5,162.13	\$5,631.45
DAILY	\$239.43	\$243.42	\$247.42	\$255.40	\$263.37	\$287.32
HOURLY	\$39.90	\$40.57	\$41.24	\$42.57	\$43.90	\$47.89
7						
ANNUAL	\$48,493.80	\$49,274.67	\$50,058.54	\$51,621.27	\$53,185.00	\$57,878.21
MONTHLY	\$4,849.38	\$4,927.47	\$5,005.85	\$5,162.13	\$5,318.50	\$5,787.82
DAILY	\$247.42	\$251.40	\$255.40	\$263.37	\$271.35	\$295.30
HOURLY	\$41.24	\$41.90	\$42.57	\$43.90	\$45.23	\$49.22
8						
ANNUAL	\$50,058.54	\$50,839.40	\$51,621.27	\$53,185.00	\$54,749.74	\$59,443.95
MONTHLY	\$5,005.85	\$5,083.94	\$5,162.13	\$5,318.50	\$5,474.97	\$5,944.40
DAILY	\$255.40	\$259.38	\$263.37	\$271.35	\$279.34	\$303.29
HOURLY	\$42.57	\$43.23	\$43.90	\$45.23	\$46.56	\$50.55

SALARY SCHEDULE CERTIFICATED COUNSELORS - FY 2006/07						
Periods: 10, Days/Year: 196, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$51,621.27	\$52,404.14	\$53,185.00	\$54,749.74	\$56,314.48	\$61,005.68
MONTHLY	\$5,162.13	\$5,240.41	\$5,318.50	\$5,474.97	\$5,631.45	\$6,100.57
DAILY	\$263.37	\$267.37	\$271.35	\$279.34	\$287.32	\$311.25
HOURLY	\$43.90	\$44.56	\$45.23	\$46.56	\$47.89	\$51.88
10						
ANNUAL	\$53,185.00	\$53,967.87	\$54,749.74	\$56,314.48	\$57,878.21	\$62,570.41
MONTHLY	\$5,318.50	\$5,396.79	\$5,474.97	\$5,631.45	\$5,787.82	\$6,257.04
DAILY	\$271.35	\$275.35	\$279.34	\$287.32	\$295.30	\$319.24
HOURLY	\$45.23	\$45.89	\$46.56	\$47.89	\$49.22	\$53.21
11						
ANNUAL	\$54,749.74	\$55,530.60	\$56,314.48	\$57,878.21	\$59,443.95	\$64,134.15
MONTHLY	\$5,474.97	\$5,553.06	\$5,631.45	\$5,787.82	\$5,944.40	\$6,413.41
DAILY	\$279.34	\$283.32	\$287.32	\$295.30	\$303.29	\$327.22
HOURLY	\$46.56	\$47.22	\$47.89	\$49.22	\$50.55	\$54.54
12						
ANNUAL	\$56,314.48	\$57,096.34	\$57,878.21	\$59,443.95	\$61,005.68	\$65,698.89
MONTHLY	\$5,631.45	\$5,709.63	\$5,787.82	\$5,944.40	\$6,100.57	\$6,569.89
DAILY	\$287.32	\$291.31	\$295.30	\$303.29	\$311.25	\$335.20
HOURLY	\$47.89	\$48.55	\$49.22	\$50.55	\$51.88	\$55.87
13						
ANNUAL	\$56,314.48	\$57,096.34	\$57,878.21	\$61,005.68	\$62,570.41	\$67,264.63
MONTHLY	\$5,631.45	\$5,709.63	\$5,787.82	\$6,100.57	\$6,257.04	\$6,726.46
DAILY	\$287.32	\$291.31	\$295.30	\$311.25	\$319.24	\$343.19
HOURLY	\$47.89	\$48.55	\$49.22	\$51.88	\$53.21	\$57.20
14						
ANNUAL	\$56,314.48	\$57,096.34	\$57,878.21	\$61,005.68	\$64,134.15	\$68,829.36
MONTHLY	\$5,631.45	\$5,709.63	\$5,787.82	\$6,100.57	\$6,413.41	\$6,882.94
DAILY	\$287.32	\$291.31	\$295.30	\$311.25	\$327.22	\$351.17
HOURLY	\$47.89	\$48.55	\$49.22	\$51.88	\$54.54	\$58.53
15						
ANNUAL	\$56,314.48	\$57,096.34	\$57,878.21	\$61,005.68	\$64,134.15	\$70,392.09
MONTHLY	\$5,631.45	\$5,709.63	\$5,787.82	\$6,100.57	\$6,413.41	\$7,039.21
DAILY	\$287.32	\$291.31	\$295.30	\$311.25	\$327.22	\$359.14
HOURLY	\$47.89	\$48.55	\$49.22	\$51.88	\$54.54	\$59.86
21						
ANNUAL	\$57,878.21	\$58,660.08	\$59,443.95	\$62,570.41	\$65,698.89	\$71,956.83
MONTHLY	\$5,787.82	\$5,866.01	\$5,944.40	\$6,257.04	\$6,569.89	\$7,195.68
DAILY	\$295.30	\$299.29	\$303.29	\$319.24	\$335.20	\$367.13
HOURLY	\$49.22	\$49.88	\$50.55	\$53.21	\$55.87	\$61.19
26						
ANNUAL	\$59,443.95	\$60,223.81	\$61,005.68	\$64,134.15	\$67,264.63	\$73,520.56
MONTHLY	\$5,944.40	\$6,022.38	\$6,100.57	\$6,413.41	\$6,726.46	\$7,352.06
DAILY	\$303.29	\$307.26	\$311.25	\$327.22	\$343.19	\$375.10
HOURLY	\$50.55	\$51.21	\$51.88	\$54.54	\$57.20	\$62.52

OAKLAND UNIFIED SCHOOL DISTRICT				Printed:	1/31/2007	
DIVISION OF HUMAN RESOURCES						
SALARY SCHEDULE CERTIFICATED COUNSELORS - FY 2007/08						
Periods: 10, Days/Year: 196, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
STEPS						
1						
ANNUAL	\$41,625.93	\$41,950.68	\$42,275.44	\$42,973.96	\$44,565.07	\$49,342.44
MONTHLY	\$4,162.59	\$4,195.07	\$4,227.54	\$4,297.40	\$4,456.51	\$4,934.24
DAILY	\$212.37	\$214.03	\$215.69	\$219.25	\$227.37	\$251.75
HOURLY	\$35.40	\$35.67	\$35.95	\$36.54	\$37.89	\$41.96
2						
ANNUAL	\$42,275.44	\$42,625.72	\$42,973.96	\$44,565.07	\$46,157.18	\$50,934.56
MONTHLY	\$4,227.54	\$4,262.57	\$4,297.40	\$4,456.51	\$4,615.72	\$5,093.45
DAILY	\$215.69	\$217.48	\$219.25	\$227.37	\$235.50	\$259.87
HOURLY	\$35.95	\$36.24	\$36.54	\$37.89	\$39.24	\$43.31
3						
ANNUAL	\$42,973.96	\$43,769.51	\$44,565.07	\$46,157.18	\$47,749.30	\$52,524.64
MONTHLY	\$4,297.40	\$4,376.95	\$4,456.51	\$4,615.72	\$4,774.93	\$5,252.47
DAILY	\$219.25	\$223.31	\$227.37	\$235.50	\$243.62	\$267.98
HOURLY	\$36.54	\$37.22	\$37.89	\$39.24	\$40.60	\$44.67
4						
ANNUAL	\$44,565.07	\$45,361.64	\$46,157.18	\$47,749.30	\$49,342.44	\$54,115.74
MONTHLY	\$4,456.51	\$4,536.17	\$4,615.72	\$4,774.93	\$4,934.24	\$5,411.57
DAILY	\$227.37	\$231.44	\$235.50	\$243.62	\$251.75	\$276.10
HOURLY	\$37.89	\$38.57	\$39.24	\$40.60	\$41.96	\$46.02
5						
ANNUAL	\$46,157.18	\$46,952.73	\$47,749.30	\$49,342.44	\$50,934.56	\$55,707.86
MONTHLY	\$4,615.72	\$4,695.27	\$4,774.93	\$4,934.24	\$5,093.45	\$5,570.78
DAILY	\$235.50	\$239.55	\$243.62	\$251.75	\$259.87	\$284.23
HOURLY	\$39.24	\$39.93	\$40.60	\$41.96	\$43.31	\$47.37
6						
ANNUAL	\$47,749.30	\$48,544.85	\$49,342.44	\$50,934.56	\$52,524.64	\$57,299.98
MONTHLY	\$4,774.93	\$4,854.48	\$4,934.24	\$5,093.45	\$5,252.47	\$5,730.00
DAILY	\$243.62	\$247.68	\$251.75	\$259.87	\$267.98	\$292.35
HOURLY	\$40.60	\$41.28	\$41.96	\$43.31	\$44.67	\$48.73
7						
ANNUAL	\$49,342.44	\$50,136.98	\$50,934.56	\$52,524.64	\$54,115.74	\$58,891.08
MONTHLY	\$4,934.24	\$5,013.70	\$5,093.45	\$5,252.47	\$5,411.57	\$5,889.11
DAILY	\$251.75	\$255.80	\$259.87	\$267.98	\$276.10	\$300.47
HOURLY	\$41.96	\$42.63	\$43.31	\$44.67	\$46.02	\$50.08
8						
ANNUAL	\$50,934.56	\$51,729.09	\$52,524.64	\$54,115.74	\$55,707.86	\$60,484.22
MONTHLY	\$5,093.45	\$5,172.91	\$5,252.47	\$5,411.57	\$5,570.78	\$6,048.43
DAILY	\$259.87	\$263.92	\$267.98	\$276.10	\$284.23	\$308.60
HOURLY	\$43.31	\$43.99	\$44.67	\$46.02	\$47.37	\$51.43

SALARY SCHEDULE CERTIFICATED COUNSELORS - FY 2007/08						
Periods: 10, Days/Year: 196, Days/Week: 5, Hours/Day: 6						
	COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
9						
ANNUAL	\$52,524.64	\$53,321.21	\$54,115.74	\$55,707.86	\$57,299.98	\$62,073.28
MONTHLY	\$5,252.47	\$5,332.12	\$5,411.57	\$5,570.78	\$5,730.00	\$6,207.33
DAILY	\$267.98	\$272.05	\$276.10	\$284.23	\$292.35	\$316.70
HOURLY	\$44.67	\$45.34	\$46.02	\$47.37	\$48.73	\$52.79
10						
ANNUAL	\$54,115.74	\$54,912.31	\$55,707.86	\$57,299.98	\$58,891.08	\$63,665.39
MONTHLY	\$5,411.57	\$5,491.23	\$5,570.78	\$5,730.00	\$5,889.11	\$6,366.54
DAILY	\$276.10	\$280.17	\$284.23	\$292.35	\$300.47	\$324.83
HOURLY	\$46.02	\$46.69	\$47.37	\$48.73	\$50.08	\$54.14
11						
ANNUAL	\$55,707.86	\$56,502.39	\$57,299.98	\$58,891.08	\$60,484.22	\$65,256.50
MONTHLY	\$5,570.78	\$5,650.24	\$5,730.00	\$5,889.11	\$6,048.43	\$6,525.64
DAILY	\$284.23	\$288.28	\$292.35	\$300.47	\$308.60	\$332.95
HOURLY	\$47.37	\$48.05	\$48.73	\$50.08	\$51.43	\$55.49
12						
ANNUAL	\$57,299.98	\$58,095.53	\$58,891.08	\$60,484.22	\$62,073.28	\$66,848.62
MONTHLY	\$5,730.00	\$5,809.55	\$5,889.11	\$6,048.43	\$6,207.33	\$6,684.86
DAILY	\$292.35	\$296.41	\$300.47	\$308.60	\$316.70	\$341.07
HOURLY	\$48.73	\$49.40	\$50.08	\$51.43	\$52.79	\$56.85
13						
ANNUAL	\$57,299.98	\$58,095.53	\$58,891.08	\$62,073.28	\$63,665.39	\$68,441.76
MONTHLY	\$5,730.00	\$5,809.55	\$5,889.11	\$6,207.33	\$6,366.54	\$6,844.17
DAILY	\$292.35	\$296.41	\$300.47	\$316.70	\$324.83	\$349.20
HOURLY	\$48.73	\$49.40	\$50.08	\$52.79	\$54.14	\$58.20
14						
ANNUAL	\$57,299.98	\$58,095.53	\$58,891.08	\$62,073.28	\$65,256.50	\$70,033.87
MONTHLY	\$5,730.00	\$5,809.55	\$5,889.11	\$6,207.33	\$6,525.64	\$7,003.39
DAILY	\$292.35	\$296.41	\$300.47	\$316.70	\$332.95	\$357.32
HOURLY	\$48.73	\$49.40	\$50.08	\$52.79	\$55.49	\$59.55
15						
ANNUAL	\$57,299.98	\$58,095.53	\$58,891.08	\$62,073.28	\$65,256.50	\$71,623.95
MONTHLY	\$5,730.00	\$5,809.55	\$5,889.11	\$6,207.33	\$6,525.64	\$7,162.40
DAILY	\$292.35	\$296.41	\$300.47	\$316.70	\$332.95	\$365.42
HOURLY	\$48.73	\$49.40	\$50.08	\$52.79	\$55.49	\$60.91
21						
ANNUAL	\$58,891.08	\$59,686.63	\$60,484.22	\$63,665.39	\$66,848.62	\$73,216.07
MONTHLY	\$5,889.11	\$5,968.67	\$6,048.43	\$6,366.54	\$6,684.86	\$7,321.60
DAILY	\$300.47	\$304.53	\$308.60	\$324.83	\$341.07	\$373.55
HOURLY	\$50.08	\$50.75	\$51.43	\$54.14	\$56.85	\$62.26
26						
ANNUAL	\$60,484.22	\$61,277.73	\$62,073.28	\$65,256.50	\$68,441.76	\$74,807.17
MONTHLY	\$6,048.43	\$6,127.77	\$6,207.33	\$6,525.64	\$6,844.17	\$7,480.72
DAILY	\$308.60	\$312.64	\$316.70	\$332.95	\$349.20	\$381.66
HOURLY	\$51.43	\$52.11	\$52.79	\$55.49	\$58.20	\$63.61

OAKLAND UNIFIED SCHOOL DISTRICT		Printed: 11/29/2006
DIVISION OF HUMAN RESOURCES		
SALARY SCHEDULE PSYCHOLOGIST - FY 06/ 07		
Periods: 10, Days/Year: 190, Days/Week: 5, Hours/Day: 6		
	COL. E/001	COL. F/002
	<i>BA & APPROPRIATE CREDENTIAL</i>	<i>EARNED DOCTORATE OR BA & 90 UNITS & MA</i>
STEPS		
1		
ANNUAL	\$55,097.85	\$59,081.21
MONTHLY	\$5,509.79	\$5,908.12
DAILY	\$289.99	\$310.95
HOURLY	\$48.33	\$51.83
2		
ANNUAL	\$57,241.13	\$61,224.48
MONTHLY	\$5,724.11	\$6,122.45
DAILY	\$301.27	\$322.23
HOURLY	\$50.21	\$53.71
3		
ANNUAL	\$59,363.49	\$63,346.85
MONTHLY	\$5,936.35	\$6,334.68
DAILY	\$312.44	\$333.40
HOURLY	\$52.07	\$55.57
4		
ANNUAL	\$61,506.77	\$65,490.12
MONTHLY	\$6,150.68	\$6,549.01
DAILY	\$323.72	\$344.68
HOURLY	\$53.95	\$57.45
5		
ANNUAL	\$63,629.13	\$67,622.94
MONTHLY	\$6,362.91	\$6,762.29
DAILY	\$334.89	\$355.91
HOURLY	\$55.82	\$59.32
6		
ANNUAL	\$65,782.86	\$69,755.76
MONTHLY	\$6,578.29	\$6,975.58
DAILY	\$346.23	\$367.14
HOURLY	\$57.70	\$61.19
7		
ANNUAL	\$67,905.23	\$71,888.58
MONTHLY	\$6,790.52	\$7,188.86
DAILY	\$357.40	\$378.36
HOURLY	\$59.57	\$63.06
8		
ANNUAL	\$70,048.50	\$74,010.95
MONTHLY	\$7,004.85	\$7,401.09
DAILY	\$368.68	\$389.53
HOURLY	\$61.45	\$64.92

OAKLAND UNIFIED SCHOOL DISTRICT		Printed: 11/29/2006
DIVISION OF HUMAN RESOURCES		
SALARY SCHEDULE PSYCHOLOGIST - FY 06/ 07		
Periods: 10, Days/Year: 190, Days/Week: 5, Hours/Day: 6		
	COL. E/001	COL. F/002
	<i>BA & APPROPRIATE CREDENTIAL</i>	<i>EARNED DOCTORATE OR BA & 90 UNITS & MA</i>
9		
<i>ANNUAL</i>	\$72,170.87	\$76,154.22
<i>MONTHLY</i>	\$7,217.09	\$7,615.42
<i>DAILY</i>	\$379.85	\$400.81
<i>HOURLY</i>	\$63.31	\$66.80
21		
<i>ANNUAL</i>	\$73,624.11	\$77,617.92
<i>MONTHLY</i>	\$7,362.41	\$7,761.79
<i>DAILY</i>	\$387.50	\$408.52
<i>HOURLY</i>	\$64.58	\$68.09
26		
<i>ANNUAL</i>	\$74,355.96	\$78,328.86
<i>MONTHLY</i>	\$7,435.60	\$7,832.89
<i>DAILY</i>	\$391.35	\$412.26
<i>HOURLY</i>	\$65.22	\$68.71

OAKLAND UNIFIED SCHOOL DISTRICT		Printed: 1/19/2007
DIVISION OF HUMAN RESOURCES		
SALARY SCHEDULE PSYCHOLOGIST - FY 07/08		
Periods: 10, Days/Year: 190, Days/Week: 5, Hours/Day: 6		
	COL. E/001	COL. F/002
	<i>BA & APPROPRIATE CREDENTIAL</i>	<i>EARNED DOCTORATE OR BA & 90 UNITS & MA</i>
STEPS		
1		
ANNUAL	\$56,062.06	\$60,115.13
MONTHLY	\$5,606.21	\$6,011.51
DAILY	\$295.06	\$316.39
HOURLY	\$49.18	\$52.74
2		
ANNUAL	\$58,242.85	\$62,295.91
MONTHLY	\$5,824.28	\$6,229.59
DAILY	\$306.54	\$327.87
HOURLY	\$51.09	\$54.65
3		
ANNUAL	\$60,402.35	\$64,455.42
MONTHLY	\$6,040.24	\$6,445.54
DAILY	\$317.91	\$339.23
HOURLY	\$52.98	\$56.54
4		
ANNUAL	\$62,583.14	\$66,636.20
MONTHLY	\$6,258.32	\$6,663.62
DAILY	\$329.39	\$350.71
HOURLY	\$54.89	\$58.46
5		
ANNUAL	\$64,742.64	\$68,806.34
MONTHLY	\$6,474.26	\$6,880.63
DAILY	\$340.75	\$362.14
HOURLY	\$56.80	\$60.36
6		
ANNUAL	\$66,934.06	\$70,976.49
MONTHLY	\$6,693.41	\$7,097.65
DAILY	\$352.29	\$373.56
HOURLY	\$58.71	\$62.26
7		
ANNUAL	\$69,093.57	\$73,146.63
MONTHLY	\$6,909.35	\$7,314.67
DAILY	\$363.65	\$384.98
HOURLY	\$60.61	\$64.16
8		
ANNUAL	\$71,274.35	\$75,306.14
MONTHLY	\$7,127.43	\$7,530.61
DAILY	\$375.13	\$396.35
HOURLY	\$62.53	\$66.06

SALARY SCHEDULE PSYCHOLOGIST - FY 07/08		
Periods: 10, Days/Year: 190, Days/Week: 5, Hours/Day: 6		
	COL. E/001	COL. F/002
	<i>BA & APPROPRIATE CREDENTIAL</i>	<i>EARNED DOCTORATE OR BA & 90 UNITS & MA</i>
9		
<i>ANNUAL</i>	\$73,433.86	\$77,486.92
<i>MONTHLY</i>	\$7,343.39	\$7,748.69
<i>DAILY</i>	\$386.50	\$407.82
<i>HOURLY</i>	\$64.42	\$67.97
21		
<i>ANNUAL</i>	\$74,912.53	\$78,976.23
<i>MONTHLY</i>	\$7,491.25	\$7,897.62
<i>DAILY</i>	\$394.28	\$415.67
<i>HOURLY</i>	\$65.71	\$69.28
26		
<i>ANNUAL</i>	\$75,657.19	\$79,699.62
<i>MONTHLY</i>	\$7,565.72	\$7,969.97
<i>DAILY</i>	\$398.20	\$419.47
<i>HOURLY</i>	\$66.36	\$69.91

APPENDIX 2

OAKLAND UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE SPECIAL RATES AND STIPENDS

	2006-07	2007-08	
	Amount	Amount	Period
Teacher on Special Assignment (TSA)	\$ 1,087	\$ 1,106	Annually
Senior High School Department Heads, Head Counselors and Librarians			
5-19 periods assigned (including head)	\$ 570	\$ 580	Annually
20-33 periods assigned (including head)	\$ 776	\$ 789	Annually
34-49 periods assigned (including head)	\$ 979	\$ 996	Annually
50 plus periods assigned (including head)	\$ 1,186	\$ 1,206	Annually
Counselors			
Data Processing	\$ 1,087	\$ 1,106	Annually
Testing	\$ 1,087	\$ 1,106	Annually
Scholarship	\$ 1,087	\$ 1,106	Annually
Head Teachers			
Fewer than five teachers	\$ 870	\$ 885	Annually
Five or more teachers	\$ 1,327	\$ 1,350	Annually
Audiometrists	\$ 853	\$ 868	Annually
R.O.T.C. Instructors	\$ 314	\$ 319	Monthly
Adult Education Teacher Not on Salary Schedule	\$ 30.92	\$ 31.46	Hourly
Extra Duty Assignments*			
Bilingual Teachers		See Article 21	
Use of Regular Classroom Teacher for EEIP		Hourly Per Diem	
Use of Conference Period for Substitute Duty at Secondary Level	\$ 33.22	\$ 33.80	Per Period
Extra Duty Hourly Rate	\$ 22.76	\$ 23.16	Hourly
Inservice Activities			
Participation in Approved Programs Project and Curriculum Development Participant	\$ 15.68	\$ 15.96	Hourly
Leader, Instructor or Chairperson	\$ 22.59	\$ 22.99	Hourly
	\$ 29.60	\$ 30.12	Hourly
Child Development Center			
Open/Close Stipend	\$ 1,548	\$ 1,575	Annually

APPENDIX 2

Coaches

Football				
Coach No. 1 (Varsity)	\$ 2,346	\$ 2,387	Annually	
Coach No. 2 (Jr. Varsity)	\$ 1,492	\$ 1,518	Annually	
Coach No. 3 (Assistant)	\$ 1,282	\$ 1,304	Annually	
Coach No. 4 (Assistant)	\$ 1,063	\$ 1,082	Annually	
Coach No. 5 (Assistant)	\$ 853	\$ 868	Annually	
Basketball				
Coach No. 1	\$ 2,140	\$ 2,178	Annually	
Coach No. 2	\$ 1,282	\$ 1,304	Annually	
Wrestling				
Coach No. 1	\$ 2,140	\$ 2,178	Annually	
Coach No. 2	\$ 1,282	\$ 1,304	Annually	
Track				
Coach No. 1	\$ 2,243	\$ 2,282	Annually	
Coach No. 2	\$ 1,176	\$ 1,197	Annually	
Baseball				
Coach No. 1	\$ 2,140	\$ 2,178	Annually	
Coach No. 2	\$ 960	\$ 977	Annually	
Softball				
Coach No. 1	\$ 2,140	\$ 2,178	Annually	
Coach No. 2	\$ 960	\$ 977	Annually	
Volleyball				
Coach No. 1	\$ 1,019	\$ 1,037	Annually	
Coach No. 2	\$ 510	\$ 519	Annually	

* In those cases where a shorter season may be scheduled, the stipends paid shall be prorated based on the stipends listed above.

Soccer	\$ 1,386	\$ 1,411	Annually	
Cross Country	\$ 1,063	\$ 1,082	Annually	
Badminton	\$ 576	\$ 586	Annually	
Gymnastics	\$ 1,386	\$ 1,411	Annually	
Bowling	\$ 576	\$ 586	Annually	
Golf	\$ 853	\$ 868	Annually	
Tennis	\$ 1,063	\$ 1,082	Annually	
Swimming	\$ 1,386	\$ 1,411	Annually	
Athletic Director (Boys)	\$ 1,247	\$ 1,269	Annually	
Athletic Director (Girls)	\$ 1,247	\$ 1,269	Annually	
Cheerleader Sponsor	\$ 657	\$ 668	Annually	

Other (Senior High Only)

Drama, Dance, Instructional Music, Choral Music	\$ 996	\$ 1,014	Annually	
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OAKLAND UNIFIED SCHOOL DISTRICT

School Calendar 2006 – 2007

JULY -2006

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST -2006

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER -2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER -2006

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER -2006

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER -2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Independence Day (Schools/offices closed) July 4, 2006
 - Staff Development Buy Back Days (Schools closed) August 23-24, 2006
 - ▲ Teacher Planning Day (Schools closed) August 25, 2006
 - ☀ **First Day of School for Students** August 28, 2006
 - Labor Day (Schools/offices closed) September 4, 2006
 - Staff Development Buy Back Day (Schools closed) October 13, 2006
 - Veterans' Day (Schools/offices closed) November 10, 2006
 - Thanksgiving Recess (Schools closed) November 20-24, 2006
 - Thanksgiving Day Holidays (Schools/offices closed) November 23-24, 2006
 - Winter Recess (Schools closed) December 25, 2006 - January 5, 2007
 - (Offices closed) December 25-26, 2006 and January 1-2, 2007
Child Development Centers Winter Recess December 25, 2006-January 2, 2007
 - Martin L. King, Jr. Day Holiday (Schools/offices closed) January 15, 2007
 - End of First Semester January 26, 2007
 - Beginning of Second Semester January 29, 2007
 - Presidents' Day Holiday (Schools/offices closed) February 19, 2007
 - Cesar Chavez (Schools/offices closed) March 30, 2007
 - Spring Recess (Schools closed) April 9-13, 2007
 - Day of the Teacher (Schools in session) May 9, 2007
 - Classified Employees' Week (Schools in session) May 14-18, 2007
 - In Lieu of Lincoln's Day Holiday (Schools/offices closed) May 25, 2007
 - Memorial Day Holiday (Schools/offices closed) May 28, 2007
 - ☀ **Last Day of School for Students** June 13, 2007
 - ◊ District Day (Teacher work day/Schools closed) June 14, 2007
 - ▲ Teacher Planning Day (Schools closed) June 15, 2007
- Note:** Child Development Centers are open 12 months a year.
The testing calendar is available in September.

REPORT CARD PERIODS (Ending Dates) SECONDARY SCHOOLS

Individual student progress reports are sent to parents within one week of the following dates:

FALL SEMESTER

- First October 6, 2006
- Second November 17, 2006
- Third January 26, 2007

SPRING SEMESTER

- First December 1, 2006
- Second March 2, 2007
- Third June 13, 2007
- First March 9, 2007
- Second April 27, 2007
- Third June 13, 2007

ELEMENTARY SCHOOLS

- First December 1, 2006
- Second March 2, 2007
- Third June 13, 2007
- First March 9, 2007
- Second April 27, 2007
- Third June 13, 2007

■ District Holiday	■ Schools in Recess
□ Staff Dev. Buy Back Day	▲ Teacher Planning Day
☀ First/Last Day of School	◊ District Day

JANUARY -2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY -2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH -2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL -2007

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY -2007

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE -2007

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OAKLAND UNIFIED SCHOOL DISTRICT
 Department of Early Childhood Education
CDC PRESCHOOL AND SCHOOL AGE STAFF
 2006-2007 Work Year Calendar

Name: _____
 Date: 2006 - 2007

Certificated - 208 Service Days
 35 - Non-scheduled Days
 Mandated Prof. Dev. (Buy Back Days) -
 Oct. 21, Feb. 3, Apr. 21

Month	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Thu	Fri	Days	Service Days	N/S Days Taken	
July	3	4H	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31			20		
August		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		
September					1	4H	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20
October	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			22	
November			1	2	3	6	7	8	9	10H	13	14	15	16	17	20	21	22	23H	24H	27	28	29	30	19	
December					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25H	26H	27	28	16	
January	1H	2H	3	4	5	8	9	10	11	12	15H	16	17	18	19	22	23	24	25	26	29	30	31		20	
February				1	2	5	6	7	8	9	12	13	14	15	16	19H	20	21	22	23	26	27	28		19	
March				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	21	
April	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				21	
May		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25H	28H	29	30	31	21	
June					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	21
Available work days																							243	208	35	

H H = Holidays (sites/office closed)

All centers are closed Dec. 27, 28, 29

Non Scheduled Days (NS)

Employee's Signature: _____

Authorized Signature: _____

Any change on vacation schedule must be pre-authorized by ECE Director/ECE Coordinator/Site Administrator

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM (CTIIP)

- I. The District and Association agree to implement the Classroom Teacher Instructional Improvement Program in accordance with Education Code Sections 44700 through 44705 and the following provisions:
- A. The purpose of the Classroom Teacher Instructional Improvement Program is to provide funds to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction. Grants made pursuant to this provision shall supplement, and not supplant, regular instructional activities.
 - B. All permanent teachers whose primary responsibility is classroom instruction (excluding adult education, child development and ROC/P teachers) are eligible to apply for and to receive an instructional improvement grant, individually or as a member of a group, subject to review and selection by the CTIIP Committee.
 - C. Grant amounts shall not be in excess of \$2,000 per fiscal year per teacher either individually or participating in a group. If a proposal is resubmitted and if the Grant committee specifically finds that there is a need to provide continued funding and the project has been evaluated as effective, grants may be awarded for more than one fiscal year.
 - D. The committee may recommend awards for more than one year contingent upon evaluation of effective implementation of the proposals monitored by the committee.

The procedures shall have a monitoring and evaluation system based on documentation of implementation following the attached timeline.

The District will use the allocation for administrative costs, \$9,770, for expenditures to implement the CTIIP Program, such as committee coordinator, clerical assistance, office supplies, and released time for teacher representatives on the committee.

- E. No portion of this program shall be budgeted or financed from general fund monies. The program shall be implemented only to the extent that special funding from the State is provided. If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.
- F. Instructional Improvements Grant Committee
 - 1. The Instructional Improvements Grant Committee shall be composed of nine (9) members. Six (6) permanent, full-time teachers (three (3) elementary and three (3) secondary) whose primary duty is classroom instruction (excluding adult education, child development, and ROC/P teachers), Three (3) administrators (one (1) from central administration) and two (2) building principals one (1) elementary and one (1) secondary. For reviewing proposals, the Committee will operate as two subcommittees, one for the elementary level and one for the secondary level proposals. Teacher representatives whose primary duty is classroom instruction shall constitute a majority of the committee.

2. There shall be two (2) teacher alternates, one (1) elementary and one (1) secondary; and two (2) administrative alternates.
3. The committee chairperson shall be elected by the committee.
4. Members of the committee shall be chosen by lottery from nominations submitted by faculty members at the school sites. (See applicable provisions in the Mentor Teacher Program document attached.)
5. The committee membership shall be determined no later than March 22 of this year. Representatives shall serve staggered terms.

Four (4) representatives (three (3) teachers and one (1) administrator) shall serve a two-year term. The other five (5) representatives shall serve one-year terms as determined by the lottery.

- G. The Selection Committee will meet during the regular work hours and/or work year of the Teacher Representatives. However, the Selection Committee at its option may meet outside of the regular work hours and/or years of the Teacher Representatives.
- H. Released time will be provided for the teacher representatives to perform committee work.
- I. The committee shall be responsible for establishing procedures in compliance with the criteria specified by law for:
 1. Procedures for Selection of Grant Proposals
 - a. establishment of criteria for selection
 - b. review of grant proposal
 - c. submission of grant proposals
 - d. selection of grant proposals for funding
 - e. determination of appropriate level of funding for selected grant proposals
 2. Procedures for recommendations to the District's governing Board of selected proposals.
 3. Procedures for review and evaluating the use of funds during implementation period based upon documentation of such implementation.
- J. The committee shall operate under its own rules as it may adopt by a majority of vote to regulate its own procedure.
- K. The committee shall consider applications for grants from all permanent or mentor teachers whose primary duty is classroom instruction excluding adult education, child development and ROC/P teachers.
- L. Application for grants shall be made on forms provided by the committee.
- M. Each application must include a complete budget listing all expenditures and justification.
- N. The committee shall select grants for recommendation to the Board of Education by a majority vote of the committee. The committee's reasons for denial shall be of a reasonable nature.
- O. The Board of Education shall consider only grant proposals which have been recommended by the Grant Committee.

- P. The Board of Education may reject any recommended project. The District shall furnish the committee the reasons for denial, which shall be of a reasonable nature.

The above procedures shall be established and operational by March 22, 1985.

II. The Establishment of a CTIIP Selection Committee

A. The Function of the CTIIP Selection Committee

In order to take any formal action, a majority of the CTIIP Grant Selection Committee members must be present. The Committee, however, can meet informally for discussion purposes only, when a majority of teacher members are not present.

B. Procedures for the Election of the CTIIP Grant Selection Committee

1. Nominating Procedures

- a. Candidates may nominate themselves or may be nominated by another teacher at the local site.
- b. A member of the CTIIP Grant Selection Committee is ineligible to be a Grant Recipient while serving on the CTIIP Grant Selection Committee.
- c. The total length of term of a CTIIP Grant Selection Committee member shall be either one or two years, to be determined by lot. After that, all terms would be staggered two-year terms.
- d. Each school within the District will have a special meeting to determine its potential candidate for the CTIIP Selection Committee.

After the initial selection, each school hereafter will have a special meeting in June to determine its candidate for the committee.

- e. At this meeting, each faculty member will, by secret ballot, list three different teachers at his/her school as candidates for the CTIIP Grant Selection Committee. The teacher who receives the greatest number of votes will be the school's candidate. The names of all candidates will be placed in a District-wide pool by grade level.

2. Nominating Forms

- a. District prepared Nominating Forms shall be available in the Main Office at each school site.
- b. Nominating forms shall be turned over to the Assistant Superintendent of Curriculum and Instruction.

3. Balloting

- a. Each school within the District will have a special meeting in June to determine its potential candidate for the CTIIP Grant Selection Committee. Election of each site's candidate for the CTIIP Grant Selection Committee shall be by secret ballot.
- b. At this meeting, each faculty member will, by secret ballot, list three different teachers at his/her school as candidates for the CTIIP Grant

Selection Committee. The teacher who receives the majority of votes will be the school's candidate. The names of all candidates will be placed in a District-wide pool by grade level.

- c. Balloting shall be conducted at the school site at a designated place and time by the chairman of the school site Faculty Advisory Council, OEA School Site Representative, and the Principal's designee.
- d. The Principal shall provide to the site staff notice of the place and time of balloting through the most effective means possible at his/her site.
- e. Ballots shall be counted by the Principal, the OEA School Site Representative and the Chairman of the Faculty Advisory Council.
- f. If no candidate receives a majority of votes cast, a run-off election between the two persons receiving the highest number of votes shall be held the same day.
- g. Results of the balloting shall be posted at the school site the following day.
- h. The results at each site shall be telephoned to the Assistant Superintendent of Curriculum and Instruction within 24 hours of the election.
- i. A copy of the results shall be sent to the Association upon receipt by the Assistant Superintendent of curriculum and Instruction.
- j. Members of the Selection Committee will be chosen by lot. The lottery will be held in an open forum conducted by the District in the O.P.S. board room in early June. The Association will designate an Association member to observe the lottery process.
- k. Elections will be conducted at the end of the term specified for committee members.
- l. The selection process should begin as soon as bargaining has been completed in order to facilitate training.

III. INTERNAL OPERATON OF THE CTIIP GRANT SELECTION COMMITTEE

- A. The Committee shall elect a chairperson by majority vote.
- B. The Committee shall establish rules for its operation. The expenditure of funds shall be subject to the approval of the Assistant Superintendent of Curriculum and Instruction.
- C. CTIIP Grant nominees will be selected by a majority vote of the CTIIP Grant Selection Committee.
- D. Teacher nominees for CTIIP Grants will be sent to the Board of Education prior to June 1 of each year. For the initial selection, nominees shall be submitted to Board prior to May 1 of each year.
- E. The Board of Education shall announce its selection of CTIIP Grant recipients prior to the last week classes are in session.

IV. Terms of Service of the CTIIP Grant Selection Committee Members

Once the program is in place, CTIIP Selection Committee teacher members shall serve for one/two year periods. However, in order to stagger the terms, initially, the CTIIP Grant selection Committee members will serve the following terms:

Three (3) Teachers (1-year terms)	Term
One (1) Principal (1-year term)	3/22/85 thru 6/30/86
One (1) Central Office Administrator (1-year term)	

Three (3) Teachers (2-year terms)	Term
One (1) Principal (2-year term)	3/22/85 thru 6/30/87

V. Alternates

A. Alternates to the CTIIP Grant Selection Committee

1. Alternated CTIIP Grant Selection Committee members shall be selected by means of the same lottery held to determine CTIIP Grant Selection Committee members.
2. There should be two teacher CTIIP Grant Selection Committee alternates: one elementary, and one secondary.
3. Alternates shall be utilized only on the absence of a teacher selection committee member for reasons as provided in the Unit "A" contract, Article II, (Leaves).
4. Alternates shall be accorded all the rights and responsibilities of a CTIIP Grant Selection Committee member. This includes, but is not limited to training and release time.

B. Term of Service of Alternate CTIIP Grant Committee Members

The term of service of alternate CTIIP Grant Committee members shall be the same as that of the regular CTIIP Grant Committee members for whom they have been designated alternates. Their terms shall also be staggered pursuant to the above-described plan.

VI Training

A. Training of the CTIIP Grant Selection Committee Members

The District shall provide adequate training in order for the CTIIP Grant Selection Committee and alternates to effectively perform their responsibilities: establishing procedures for the evaluation of grant proposals and reviewing the use of grant funds by grant recipients.

B. The Training of CTIIP Grant Selection Committee Member Alternates

The training of CTIIP Grant Selection Committee member alternates shall be the same as it is for the regular members whom they will replace, if necessary. Their training shall occur at the same time as that of regular CTIIP Selection Committee members.

OAKLAND UNIFIED SCHOOL DISTRICT

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP) GRANT
APPLICATION
CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

INTRODUCTION

The purpose of the Classroom Teacher Instructional Improvement Program (CTIIP) is to provide funds to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction. Grants made pursuant to this provision shall supplement, and not supplant, regular instructional activities.

All permanent teachers whose primary responsibility is classroom instruction (excluding adult education, child development and ROC/P teachers) are eligible to apply for and to receive an instructional improvement grant, individually or as a member of a group, subject to review and selection by the CTIIP Committee.

Grant amounts shall not be in excess of \$2,000 per fiscal year per teacher either individually or participating in a group. If a proposal is resubmitted and if the Grant committee specifically finds that there is a need to provide continued funding and the project has been evaluated as effective, grants may be awarded for more than one fiscal year.

Grants shall be awarded so as to improve instruction in those areas of the district with greatest need.

GRANT PROPOSALS

A. Teacher-Initiated Projects

Up to 35% of the grants are set aside for projects identified and initiated by teachers(s). These projects are in areas that teachers determine will improve the quality of instruction in areas outside those identified by the District. (See B below). Grant applicants should indicate which area(s) their proposals address. Use application Form A.

B. District-Identified Projects

The remaining percentage of the grants are for projects in one or more of the following areas that the Oakland Unified School District has identified as those with the greatest need for instructional improvement:

1. Uniform Curriculum Implementation
2. Standards of Achievement
3. Bilingual Education
4. Testing: CAP, CTBS, SAT, Proficiency
5. Clinical Instruction and Supervision
6. Classroom Management
7. Teacher Expectations

8. Critical Thinking
9. Learning Environment
10. Cross-cultural Understanding
11. Cooperative Learning

Grant applicants should indicate which general area(s) their grant proposals address. Use application Form B.

Grant proposals are to be submitted in accordance with the procedures and timelines established by the Committee. All parts of the application are to be completed for the Committee review. Selections will be announced by May 2 of each year.

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP)

GRANT APPLICATION SUMMARY PAGE: District Identified Projects

Check: Individual Application: _____
Group Application: _____

NAME: _____
(Please Print) LAST FIRST M.I.

PRESENT SCHOOL: _____

PROJECT TITLE: _____

Applicable Grade Level(s): _____

Applicable Area of Need for Instructional Improvement: (Refer to list on Pg. 1)

Please Fill In:

a) Time Period: from: _____ to: _____

b) Type of Project

New Program _____ supplement to existing program _____

I. Project Objectives: _____

II. Need for Project: _____

III. Project Activities: _____

IV. Project Materials: _____

V. Personnel: _____

VI. Project Time Line: _____

VII. Project Evaluation method: _____

VIII. Project Budget: _____

*Indicate additional names of participants on back of this form.

Please return by the end of the work day on _____ to: Edna Washington,
Assistant Superintendent, Curriculum and Instruction.

OAKLAND UNIFIED SCHOOL DISTRICT

(For use with Projects A or B)

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP)

CTIIP GRANT APPLICATION

Check one: a. Teacher-Initiated Project _____
b. District-Identified Project _____

I. PROJECT OBJECTIVE:

II. NEED FOR PROJECT:

III. PROJECT ACTIVITIES (Specify what will be done):

IV. PROJECT MATERIALS (Specify type, quantity):

Applicant Name _____

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP)

CTIIP GRANT APPLICATION

V. PROJECT PERSONNEL (Specify qualifications and tasks):

VI. PROJECT TIME LINE:

VII. PROJECT EVALUATION METHOD (Specify data to be used to document implementation):

VIII. PROJECT BUDGET (Be sure expenditures match project objectives):

Applicant Name _____

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP)

REPORT OF SCHOOL NOMINATION

Nomination from School Site

Note: Only permanent certificated classroom teachers are eligible for nomination (excluding adult education, child development center, and ROC/P teachers). Teachers may nominate themselves as well as other teachers at the school site.

Please check one:

_____ Elementary

_____ Secondary

NAME:

(Print name of nominee)

SCHOOL: _____ ETHNIC CODE OF NOMINEE: _____

Elementary

Secondary: _____

Grade Level: _____

Subject Area: _____

Area of Expertise: _____

Signature: _____

Principal

FAC Chairperson

OEA Site Representative

DATE: _____

School nominations are due by phone (836-8292) prior to the end of the work day on _____.

Mail all nominations and this form to:

Edna Washington, Assistant Superintendent, Curriculum and Instruction.

CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT (CTIIP)

GRANT SELECTION COMMITTEE BALLOT

SCHOOL SITE NOMINATIONS:

Please list three classroom teachers* in your school whom you consider to be particularly exemplary. You may nominate yourself. The persons who are selected by the majority of district teachers casting ballots will be candidates for the CTIIP Grant Selection Committee and may still apply to receive a grant under the program. However, upon election to the CTIIP Grant Selection Committee, teachers will not be eligible to receive a grant.

Leave this ballot with the teacher team responsible for counting the ballots.

*The teachers must be permanent classroom teachers, holding a valid California Teaching Credential; whose primary duty is instructional (excluding adult education, child development center and ROC/P teachers).

May recommendations for the CTIIP Grant Selection Committee are:

1. _____
2. _____
3. _____

School Site

The school principal will return this form to Ms. Edna Washington, Curriculum and Instruction.

Oakland Unified School District

Evaluation Handbook

For
Classroom Teachers
Special Education Teachers
Psychologists
Counselors
Nurses



Acknowledgements

The Oakland Unified School District would like to express its gratitude to the following employees who collaborated to develop this handbook:

Verdell Brooks - Coordinator, Teacher Center

Jane Couch - Principal, Allendale Elementary School

Dianna Garcia - Assistant Superintendent, Human Resources Division

Harriet Hutchinson - Teacher, Piedmont Avenue Elementary School

Patricia Jensen - Teacher, Edwards Shands Adult School

Virginia E. Johnson - Teacher on Special Assignment, Teacher Center & Support

Chuc Kemesu - Teacher on Special Assignment, Teacher Center & Support

Delia Ruiz - Executive Director

Judy Silver - Principal, Havenscourt Middle School

Renee Swayne - Teacher on Special Assignment, Curriculum Development

Lois Walker - Principal, Skyline High School

Introduction

After much discussion during the 1999-2000 negotiation/mediation process about revising the existing teacher evaluation process and forms and what standards to use, one thing became clear. Both the Oakland Unified School District and the Oakland Education Association agreed on this basic premise: The purpose of the evaluation process is to (1) clearly communicate expectations; (2) provide a venue for effective communication between the evaluator/site administrator and the unit member (e.g., teacher, counselor, psychologist, nurse, etc.); (3) identify needed resources to support improved performance of the unit members; and (4) improve student achievement and success.

The following is an excerpt from the CALIFORNIA STANDARDS for the TEACHING PROFESSION published by the California Department of Education (1997). The evaluation standards and key elements are also based on these standards (CSTP).

Foundations for the Standards The *California Standards for the Teaching Profession* are based on current research and expert advice pertaining to the best teaching practice. The standards address the diversity of students and teachers in California schools today, and reflect a holistic, developmental view of teaching.

Context of Teaching in California

Professional educators in the State of California are serving the most diverse population of students in the history of education. This diversity among students can greatly enrich and enliven the educational experience. There is a critical need for teachers who are responsive to the diverse cultural, racial, religious, ethnic, linguistic, and socio-economic backgrounds of all students. The *California Standards for the Teaching Profession* support the creation of inclusive classrooms in which diverse students with varying learning styles and abilities are engaged and challenged as learners. The standards reflect an expectation that the education of diverse students is likely to be most productive when teachers use effective pedagogical principles and practices in all subject areas.

The standards also value diversity of teachers' backgrounds, perspectives, skills, knowledge, and practices. Teaching is not a profession in which a single approach to professional practice will be effective for all practitioners. Although the standards articulate a common vision of excellence in teaching, different teachers have different ways to fulfill the standards effectively. By respecting the diverse ways in which teachers pursue excellence in professional practice, schools enrich and enhance the education of diverse students.

A Holistic Vision of Teaching

A holistic view of teaching recognizes that teaching and learning include complex processes that are interdependent, occur in a variety of contexts, and are affected by many factors that are intrinsic and external to the classroom. A vision of teaching in California must therefore emphasize relationships among the multiple aspects of teaching and learning. A teacher's understanding of students, of subject matter and curriculum, and of instructional methods, strategies and styles are ultimately linked to how the teacher plans instruction and creates and assesses opportunities for student learning.

Teaching is more than methodology, Philosophical and theoretical understandings of teaching and learning empower teachers to make thoughtful, informed decisions about instructional strategies and ways to support students' learning. A teacher's practice cannot be viewed or evaluated separately from her or his professional ideas and understandings; all aspects of teaching are interdependent. The standards are broad and interconnected with each other because the professional practice of teaching needs to be seen comprehensively as a complex, dynamic process in which practical and conceptual elements are woven together as a seamless fabric.

A Developmental View of Teaching

Teachers' knowledge, skills and practices develop throughout their professional careers. The nature of teaching requires continuous growth in order to engage and challenge increasingly diverse students in a rapidly changing world. Teachers are never "finished" as professional learners, no matter how extensive or excellent their formal **education and preparation**. If the teachers' expertise, capabilities, and accomplishments are to be enriched over time, the teachers must become reflective practitioners who actively seek to strengthen and augment their professional skills, knowledge, and perspectives throughout their careers.

A developmental view of teaching gives particular attention to the early years of each teacher's career. Beginning teachers move forward in their professional practice in a variety of ways, developing at different rates in different areas of teaching, just as students develop at individual rates in different curricular areas. Support, mentoring, assessment, and advanced study during the early years of the teaching profession are essential to a beginning teacher's development and success in the profession.

Individual teachers enter the profession at varied levels of experience and expertise. The policies and practices of teacher education programs, certification bodies and school districts must be guided by clear and realistic standards regarding professional performance. The following standards describe best teaching practices at an accomplished level. Teachers entering the profession with varied levels of prior preparation and competencies will find the standards useful to guide their developing practice as they reflect on their strengths and areas for professional growth in consultation with an experienced support teacher. For these new teachers, the *California Standards for the Teaching Profession* reflect a developmental view of teaching, and are an integral part of the State's efforts to foster excellence in teaching and learning.

Legal Requirements

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. The use of the *California Standards for the Teaching Profession* in the evaluation system is meant to address the development of teachers and is designed to be used by teachers to:

- Allow prompt reflection about student learning and teaching practice;
- Formulate professional goals to improve teaching practice; and
- Guide, monitor and assess the progress of a teacher's practice toward professional goals and professional-accepted benchmarks.

The Evaluation System

This section describes the evaluation process referenced in the Collective Bargaining Agreement ("CBA"). Timelines and forms noted herein are required pursuant to the **CBA (Article XIII)** and must be followed. This handbook is meant to be a guide to proper observations, evaluations and reporting consistent with the CSTP, District requirements and the CBA.

Evaluation Sequence:

The evaluation sequence begins on the first day of employee's work year. For ready reference, the table on the following page indicates the activity required by the CBA, the timeline in which the activity must be initiated/completed and the appropriate form to use for the specific activity. Observation Form AI and Evaluation Form A2 are to be used when observing classroom teachers. Observation Form B1 and Evaluation Form B2 are to be used when observing other bargaining unit members (nurses, psychologists, counselors, librarians, special education).

Each evaluatee shall specify his/her plan to achieve District standards and any District initiatives. Assistance in defining individual objectives may be found by reference to the *California Standards for the Teaching Profession*, District initiatives, unit objectives, District standards, site or departmental plans, or individual job descriptions.

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. Each year, the Human Resources Division shall distribute to the sites a list of employees at the site who must be scheduled for evaluation that year. However, this does not preclude informal observation/evaluation of tenured employees throughout the year. In fact, constructive feedback is encouraged for all employees throughout the year to improve the quality of the educational program.

Evaluation Timeline

Activity	Timeline	Documents
Administrator conducts meeting with evaluatees to inform them of the evaluation process and to provide them with an Evaluation Handbook.	By the 10 th workday for the evaluatee. (Article X111, Section 1)	Evaluation Handbook, including Objectives and Standards of Performance form. (See Appendix for copy of forms)
Evaluatee provides completed Objectives and Standards of Performance form to evaluator.	By the 18 th workday after the beginning of the evaluatee's work year or the 18 th day after classes begin, whichever is later. (Article X111, Section 4)	Objectives and Standards of Performance form
Initial conference between evaluator and evaluatee to review Objectives and Standards of Performance form developed by evaluatee.	By the 27 th ^{thar of the 27th} workday after the beginning of the evaluatee's work year of the 27 th day after classes begin, whichever is later. (Article XIII, Section 4)	Completed Objectives and Standards of Performance form
Pre Observation Conference	Prior to the scheduled observation.	Certificated Observation Form A1 or B1.
Observations	A minimum of 3 observations is required, 2 of which must be scheduled	Certificated Observation Form A1 or B1
Post Observation Conference	Within 5 days of the observation. (Article XII, Secdon 6.A.2.)	Certificated Observation Form A1 or B1
Completion of Evaluation: • Interim = for first year probationary teachers • Final = for all evaluatees	<ul style="list-style-type: none"> • By the 2nd Friday in December. (Article X111, Section 7.A.1.) • By the last workday in April. (Article X111, Section 8.A.) 	Meet to review Interim Assessment Report, discuss strengths/areas of improvement Summarize information from Certificated Observation Form A1 or B1 and onto Evaluation Report for Certificated Employees A2 or B2.

EVALUATION DOCUMENTS

The evaluation documents listed below must be ordered directly through the District's warehouse on High Street.

	Classroom Teacher	RSP Teacher	SDC Teacher	Counselor	Psychologist	Nurse
Objectives and Standards of Performance (2 or 3 objectives)	X	X	X	X	X	X
Observation Form A1	X					
Evaluation Form A2 Interim: December Final: April	X					
Observation Form B1		X	X	X	X	X
Evaluation Form B2 Interim: December Final: April		X	X	X	X	X

OAKLAND UNIFEED SCHOOL DISTRICT

**Objectives and Standards of Performance
for Student Progress and Professional Competence**

Teacher's Name _____	School and Site _____	School Year _____
Subject _____	Grade Level _____	

Because education is a process that involves the whole community, the success of the instructional program within each classroom depends not only on the teacher, but to a large extent upon the level of community support provided. Consequently, the endeavors in this area must be evaluated within the context of the support provided. In addition to the academic performance objectives, the evaluatee's responsibilities include the following:

A. Maintaining an environment which is conducive to learning:

I. EFFECTIVENESS OF STUDENT CONTROL

- A. Moving of pupils from reliance on external control towards self-discipline and self-direction.
- B. Ensuring activities of each student contribute to the learning environment.
- C. Directing students to use socially acceptable means of resolving problems.

II. EFFECTIVENESS OF STAFF-TEACHER RELATIONSHIPS: Working cooperatively with site personnel.

III. EFFECTIVENESS OF PARENT-TEACHER RELATIONSHIPS: Working cooperatively with parents to improve student learning.

IV. SUITABILITY OF THE LEARNING ENVIRONMENT: Using of instructional devices, room arrangements, various techniques and materials to promote pupil interest in learning.

V. ATTENTION TO SAFETY AND HEALTH STANDARDS

VI. PUPIL ATTENDANCE AND TARDINESS AND ATTEMPTS TO REDUCE ABSENCES AND TARDINESS

VII. OTHER: _____

B. Performance Objectives: By April _____, _____

as measured by: _____

Action Plan (How will objective be met?) _____

Support Requirements: _____

Mitigating Factors (If applicable): _____

Agreement reached on: _____
Date Administrator's Signature Teacher's Signature

Progress Towards Meeting Objective (to be completed by Teacher, reviewed by Administrator):

Degree of achievement as of:

1st observation: _____

2nd observation: _____

3rd observation: _____

4th observation: _____

5th observation: _____

Modifications (if applicable):

Implementation of Evaluation System

It shall be the administrator's responsibility to:

- Advise each certificated employee of the specific assignment for which they will be evaluated and to designate who will be the evaluator of the unit member;
- Hold one or more staff meetings to review evaluation policies and procedures, and to review the evaluation calendar for the year.

It shall be the evaluator's responsibility to:

- Meet with the evaluatee to initiate the evaluation process;
- Meet with the evaluatee to establish the specific plan for the evaluation program. For new teachers (first and second year teachers) the evaluator shall assist the evaluatee in identifying a primary focus on two (first year teacher) or three (second year teacher) of the standards in order to target support necessary for the evaluatee. **Note:** *First and second year teachers shall be evaluated on all standards, however, it is the responsibility of the evaluator to assist the first and second year teacher to focus on two or three standards for the year.*
- Review and approve the Objectives and Standards of Performance form submitted by the evaluatee;
- Provide assistance to the evaluatee to achieve agreed upon objectives as stated in the Objectives and Standards of Performance form, including providing support to new teachers/evaluatees in the targeted areas identified in the Objectives and Standards of Performance form.
- Make scheduled and unscheduled observations, and meet with the evaluatee for post-observation conferences and completion of the observation forms and evaluation report.
- Meet legal and district calendar dates as they related to staff evaluation.
- Provide assistance to the evaluatee to help achieve agreed upon objectives as stated in the Objectives and Standards of Performance form.

It shall be the evaluatee's responsibility to:

- Meet with the evaluator to as scheduled.
- Meet with the evaluatee to establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the standards as described herein (and are also noted on the observation

forms). **For new teachers/evaluatees; (first and second year teachers) the plan should have a primary focus on two (first year teachers) or three (second year teachers) of the standards in order to target support necessary for the evaluatee.**

- Submit tentatively complete Objectives and Standards of Performance form, review the stated standards of performance and objectives and relate them to District standard, objectives, and participate in the scheduled conferences with the evaluator.
- Conduct appropriate programs for meeting standards of performance and completing the activities.
- Meet legal and district calendar dates as they related to the evaluation.
- Seek assistance from evaluator to achieve agreed upon objectives as stated in the Objectives and Standards of Performance form.

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

- Meet and review the evaluation process to be followed and to reach an agreement.
- Meet periodically to assess progress.
- Meet and review in detail the final evaluation report.

Observation Procedure: A Formative Process

Pre-Observation Conference

The primary purpose of the pre-observation conference is to set the proper tone of open communication, reflection, and coaching for improvement during the entire observation/evaluation process.

The first observation should be a scheduled observation agreed upon by the evaluator and evaluatee. A scheduled observation requires a pre-observation conference between the evaluator and evaluatee to discuss the objective(s) and strategies of the lesson to be observed. The evaluator should determine that the strategies identified by the evaluatee are aligned with the expected outcomes of the lesson.

If the strategies do not appear to be aligned with the objectives, the evaluator should coach the evaluatee to reflect and realign objectives and strategies accordingly. The evaluator should not simply rewrite the lesson plan or strategies for the evaluatee. Similarly, the evaluator should not simply criticize the strategies.

Using the Observation Form

When evaluating the teacher's performance, the evaluator should observe the lesson for a minimum of thirty (30) minutes. The evaluator should use the appropriate observation form (Certificated Observation Form AI for classroom teachers and the appropriate Form 131 for other certificated positions) and make notes on the form during the observation. Contemporaneous notes are preferable to notes recorded after the observation as the feedback to the evaluatee is more meaningful and relevant. Contemporaneous notes tend to be a more accurate reflection of what actually was observed, versus what the evaluator remembered observing if the notes are not recorded during the observation.

There should be a minimum of three observations (two of which must be scheduled) during the evaluation period in order to address all the key elements and to observe a range of an evaluatee's performance. For temporary and probationary status teachers, it is recommended that three observations occur during the first evaluation period to provide feedback for the interim evaluations report and then two additional observations after the interim evaluation and before the final evaluation.

A. OBSERVATION CATEGORIES FOR CLASSROOM TEACHERS,

The observation categories and key observation elements are aligned with the standards and elements contained in the *California Standards for the Teaching Profession*. The first five categories related to instruction; the sixth category to out-of-classroom work.

The goal is that all key elements be observed at some time. It may not be possible to observe all the key elements in one lesson or observation. In that case, the evaluator should arrange additional observation times. Additional formal evaluations do not need to be scheduled. The following standards, key elements and criterion are as described in the *California Standards for the Teaching Profession*.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

Key Element: Connecting students' prior knowledge, life experience, and interests with learning goals.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- help students see the connections between what they already know and the new material?
- help students connect classroom learning to their life experiences and cultural understandings? \
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student attention and interest?
- build on students' comments and questions during a lesson to extend their understanding?
- make "on the spot" changes in their teaching based on students' interest and questions?

Key Element. Using a variety of instructional strategies and resources to respond to students' diverse needs.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- engage students in a variety of learning experiences that accommodate the different ways they learn?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that all students understand?
- choose strategies that make the complexity and depth of subject matter understandable to all students? use strategies that support subject matter learning for second language learners?
- modify material and resources and use appropriate adaptive equipment to support each students' fullest participation?
- use technology to enhance student learning?
- vary instructional strategies to increase students' active participation in learning?
- ask questions or facilitate discussions to clarify or extend students' thinking?
- make use of unexpected events to augment student learning?
- recognize when a lesson is failing apart and what do I do about it?

Key Element: Facilitating learning experiences that promote autonomy, interaction, and choice.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- use the classroom environment to provide opportunities for independent and collaborative learning?
- provide a variety of grouping structures to promote student interactions and learning?
- participate in and promote positive interactions between all students?
- support and monitor student autonomy and choice during learning experiences?
- support and monitor student collaboration during learning activities?
- help students make decisions about managing time and materials during learning activities?

Key Element. Engaging students in problem solving critical thinking and other activities that make subject matter meaningful.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- provide opportunities for all students to think, discuss, interact, reflect and evaluate content?

- help all students to learn, practice, internalize and apply subject-specific learning strategies and procedures?
- support all students in critically investigating subject matter concepts and questions?
- engage all students in problem solving activities and encourages multiple approaches and solutions?
- encourage all students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for all students to learn and practice skills in meaningful contexts?
- help all students to analyze and draw valid conclusions about content being learned?

Key Element: Promoting self-directed reflective learning for all students.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- motivate all students to initiate their own learning and to strive for challenging learning goals?
- encourage all students to describe their own learning processes and progress?
- explain clear learning goals for all students of each activity or lesson?
- engage all students in opportunities to examine and evaluate their own work and to learn from the work of their peers?
- help all students to develop and use strategies for knowing about, reflecting on, and monitoring their own learning?
- help all students to develop and use strategies for accessing knowledge and information?

II. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Key Element: Creating a physical environment that engages all students.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- arrange the room to facilitate positive classroom interactions?
- arrange and adapt classroom seating to accommodate individual and group learning needs?
- manage student and teacher access to material, technology, and resources to promote learning?
- create a classroom environment that reflects and promotes student learning?

- make the classroom environment safe and accessible for all students?

Key Element: Establishing a climate that promotes fairness and respect.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- help all students become respectful of others who may be different from them?
- model and promote fairness, equity, and respect in the classroom?
- encourage, support, and recognize the achievements and contributions of all students?
- encourage students to take risks and be creative?
- understand and respond to inappropriate behaviors in a fair, equitable way?

Key Element: Promoting social development and group responsibility.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- help all students accept and respect different experiences, ideas, backgrounds, feelings, and points of view?
- group students to promote social development and learning?
- facilitate the development of each students' self esteem?
- create opportunities for all students to communicate and work with one another?
- teach leadership skills and provide opportunities for all students to use them?
- use classroom rules to support all students in assuming responsibility for themselves and one another?
- create opportunities for all students to become self-directed learners?

Key Element: Establishing and maintaining standards for student behavior.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- understand the reasons for student behavior?
- establish and consistently maintain standards for behavior that reflect the students' developmental and personal needs?
- intervene when student behavior does not meet agree-upon classroom standards?
- facilitate student participation in classroom decision-making?

- help all students to learn to solve problems and resolve conflicts?
- support all students as they develop responsibility for their own behavior?
- work collaboratively with families to maintain standards for student behavior?

Key Element. Planning and implementing classroom procedures and routines that support student learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- develop a daily schedule, timelines, classroom routines, and classroom rules?
- involve all students in the development of classroom procedures and routines?
- support students to internalize classroom rules, routines, and procedures and to become self-directed learners?
- develop classroom procedures and routines that promote and maintain a climate of fairness and respect?
- make decisions about modifying procedures and rules to support student learning?

Key Element: Using instructional time effectively.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- structure time with students to support their learning?
- help students move from one instructional activity to the next?
- pace and adjust instructional time so that all students remain engaged?
- redirect student behavior in the most productive and time effective way?
- ensure that adequate time is provided for all students to complete learning activities?
- provide time for all students to reflect on their learning and process of instruction?
- structure time for day to day managerial and administrative tasks?

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Key Element: Demonstrating knowledge of subject matter content and student development.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- identify and understand the key concepts and underlying themes and relationships in the subject area(s) to be taught?

- ensure that my knowledge of the subject matter incorporates different perspectives?
- continue to keep my subject matter knowledge current?
- ensure that my subject matter knowledge is sufficient to support student learning?
- build on understanding of my students' cognitive and linguistic development?
- build understanding of their students' social, emotional, and physical development?

Key Element: Organizing curriculum to support student understanding of subject matter.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- use my knowledge of development to organize and sequence the curriculum to increase student understanding?
- use my knowledge of the subject to plan units and instructional activities that demonstrate key concepts and their relationships?
- organize subject matter effectively to reveal and value different cultural perspectives?
- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- organize curriculum to ensure that students develop a deep understanding of core concepts in each subject matter area?
- effectively use District accepted textbooks and courses of study?

Key Element: Interrelating ideas and information within and across subject matter areas.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- identify and integrate key concepts and relationships across subject matter areas?
- help all students to relate subject matter concepts to previous lessons and the students' lives?
- help all students to see the relationships and connections across subject matter areas?
- help all students apply learning from different curricular areas to solve problems?
- develop units and lessons that highlight themes within and across subject matter areas?

Key Element: Developing student understanding through instructional strategies that are appropriate to the subject matter.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- develop and use a repertoire of instructional strategies well suited to teaching a particular subject matter?
- use my knowledge of subject matter to help students construct their own knowledge?
- challenge all students to think critically in each subject area?
- build on student life experience, prior knowledge, and interests to make the content relevant and meaningful to them?
- use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- help all students develop enthusiasm for and a deep knowledge of the subject matter?

Key Element: Using materials, resources, and technologies to make subject matter accessible to students.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- use subject matter resources, materials, and technologies to organize the curriculum?
- select and use instructional materials and resources that promote students' understanding of subject matter?
- select and use learning materials and resources that reflect the diversity in the classroom?
- use technology to convey key concepts in the subject matter area?
- help all students gain access to useful materials, resources, and technologies to support their learning of subject matter?

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Key Element: Drawing on and valuing students' backgrounds interests and developmental learning needs.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- incorporate students' knowledge and experience in the curriculum and instructional planning?
- use knowledge about students' lives and their families and communities to inform the planning of curriculum and instruction?

- recognize and incorporate student diversity as an integral part of the planning?
- plan lessons and units that promote access to academic content for all students?
- design lessons that promote subject matter knowledge and language development for second language learners?
- use what I know about cognitive and linguistic development to plan instruction and makes appropriate adaptations to meet students unique needs?
- design lessons that challenge students in their own developmental levels?

Key Element: Establishing and articulating goals for student learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- establish short-term and long-term goals for student learning? ensure that each instructional activity is related to learning goals?
- build on strengths, interests, and needs of all students to establish high expectations for learning?
- establish learning goals that address all students' language, experience, and home and school expectations?
- design instructional activities so that all students participate in setting and achieving learning goals?
- ensure that goals for student learning promote critical thinking and problem solving.

Key Element: Developing and sequencing instructional activities and materials for student learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- sequence subject matter concepts to support student learning?
- use formal and informal student assessment in short-term and long-term planning?
- use curriculum embedded assessments?
- plan to use instructional strategies appropriate to the complexity of the lesson content and student learning needs?
- select and sequence curriculum to promote understanding and critical thinking for all students?
- sequence instruction to help students see relationships and connections across subject matter areas?

- choose and adapt instructional materials to make subject matter relevant to students' experience and interests?
- develop and sequence instruction that support students' second language learning and subject matter knowledge?

Key Element: Designing short-term and long-term plans to foster student learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- develop short-term and long-term plans that build on and extend students' understanding of subject matter?
- make decisions about organizing curriculum to allow enough time for student learning, review, and assessment?
- think ahead toward long-term goals for student learning?
- use my knowledge of subject matter and the students' to plan and pace instructional activities over time?
- plan to ensure access to challenging, diverse, academic content for all students?
- provide opportunities for all students to learn at their own pace in the daily, weekly, and unit plans?
- incorporate diverse subject matter perspectives in the planning?

Key Element: Modifying instructional plans to adjust for student needs.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- adjust the lesson plan to make content relevant and accessible to each student?
- revise plans based on formal and informal student assessment?
- adjust my plans to allow enough time for student learning?
- modify plans to ensure opportunities for all students to learn and synthesize information?
- reflect on my teaching to inform short-term and long-term planning?

V. ASSESSING STUDENT LEARNING

Key Element: Establishing and communicating learning goals for all students.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- Use subject matter standards from district, state, and other sources to guide establishing learning goals for each student?

- involve all students and families in establishing goals for learning?
- review and revise learning goals with every student over time?
- ensure that student learning goals reflect the key subject matter concepts, skills, and applications?
- ensure that goals for learning are appropriate to students' development, language acquisition, or other special needs?
- ensure that my grading system reflects goals for student learning?
- work with other educators to establish learning goals and assessment tools that promote student learning?

Key Element: Collecting and using multiple sources of information to assess student learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- use a variety of assessments, including curriculum embedded assessments, to determine what student know and are able to do?
- select, design, and use assessment tools appropriate to what is being assessed?
- Knows that the assessment tools I use are matched to and support goals for student learning?
- collect, select and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- ensure that grades are based on multiple sources of information?
- assess students to support student learning goals, district standards and initiatives, and family expectations?
- use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- use a range of assessment strategies to implement, monitor, and improve individualized student learning goals (including IEP goals)?

Key Element: Involving and guiding all students in assess their own learning.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- make assessments integral to the learning process?
- model assessment strategies for all students?

- develop and use tools and guidelines that help students assess their own work?
- help all students to build their skills in self-reflection?
- develop intervention strategies to improve learning and achieve learning goals?
- provide opportunities for all students to engage in peer discussion of their work?
- help all students to understand and monitor their own learning goals **and development and implement** intervention strategies when necessary?
- provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?

Key Element: Using the results of assessments to guide instruction.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- use assessments to guide planning?
- use informal assessments of student learning to adjust instruction while teaching?
- use assessment data to plan more effective ways of teaching subject matter concepts and processes?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to meet students' individual needs?
- use assessment results to plan instruction to support students' individual educational plans (IEP)?

Key Element: Communicating with student5 families and other audiences about student progress.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- provide all students with information about their progress as they engage in learning activities?
- provide opportunities for all students to share their progress with others?
- communicate learning goals to all students and their families?

- initiate and maintain regular contact with families and resource providers about student progress?
- communicate the results of assessments with students and their families?
- involve families as partners in the assessment process?

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

Key Element: Reflecting on teaching practice and planning professional development.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- assess my growth as a teacher over time?
- learn about teaching as I observe and interact with students?
- reflect on my instructional successes and dilemmas to move my practice forward?
- analyze my teaching to understand what contributes to student learning?
- formulate professional development plans that are based on my reflection and analysis?

Key Element: Establishing professional goals and pursuing opportunities to grow professionally.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- maintain an attitude of lifelong learning?
- learn more about own professional roles and responsibilities?
- establish goals and seeks out opportunities for professional growth and development?
- use professional literature, district, and other professional development opportunities to increase own understanding for teaching and learning?
- continue to seek out and refine approaches that make the curriculum accessible to every student?
- expand my knowledge of new instructional methods and technologies?
- benefit from and contributes to professional organizations to improve my teaching?

Key Element: Working with communities to improve professional practice.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- value and respect the students' community and appreciates its role in student learning?
- increase my understanding of the cultures and dynamics of students' communities?

- promote collaboration between school and community?
- identify and use school, district, and local community social service resources to benefit students and their families?
- seek out and use resources from the local community and businesses to support student learning?
- provide my students with community-based experiences that support their learning?
- interact with students in activities outside the classroom?

Key Element: Working with families to improve professional practice.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- value and respect students' families and appreciate their role in student learning?
- develop an understanding of families' racial, cultural, linguistic, and socioeconomic backgrounds?
- engage families as sources of knowledge about students' linguistic and social backgrounds?
- promote positive dialogue and interactions with all families, and responds to their concerns about student progress?
- ensure that communication with all students and their families is understood?
- provide opportunities for all families to participate in the classroom and school community?
- present the educational program to all families?

Key Element: Working with colleagues to improve professional practice.

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- create opportunities to collaborate with colleagues?
- collaborate with teachers, administrators, education specialists, and paraprofessionals to ensure that all students' diverse learning needs are met?
- engage in thoughtful dialogue and reflection with colleagues to solve teaching- related problems?
- participate in making and implementing school-wide decisions?
- contribute to school-wide events and learning activities?

- establish and maintain relationships with other school staff to become a visible and valued member of the school community?
- use observations of colleagues to improve my teaching?
- prevent and resolve personal and professional conflicts with colleagues?
- contribute to the learning of other educators?

<i>Key Element: Balancing professional responsibilities and maintaining motivation.</i>

As teachers develop, they may ask, "how do I . . ." or "why do I . . ."

- reduce stress and maintain a positive attitude with students and colleagues?
- challenge myself intellectually and creatively throughout their career?
- deal with the isolation of teaching?
- find support to balance professional responsibilities with personal needs?
- demonstrate professional conduct and integrity in the classroom and school community?
- extend knowledge about professional and legal responsibilities for students' learning, behavior, and safety?

B. RATING CATEGORIES ON THE OBSERVATION FORM

The evaluator records the one of the following rating number in the boxes next to the key elements observed.

1. DOES NOT MEET STANDARDS: UNSATISFACTORY

The evaluator observes that the evaluatee's performance meets the criterion as described less than half of the time. This rating requires evaluator recommendations for improvement.

2. DOES NOT MEET STANDARD: DEVELOPING

The evaluator observes that at least half of the time the evaluatee's performance meets the criterion as described. This rating requires evaluator recommendations.

3. MEETS DISTRICT STANDARDS

The evaluator observes that the evaluatee's performance meets the criterion as described.

4. EXCEEDS STANDARDS

The evaluator observes that the evaluatee's performance could serve as a model for other teachers. This rating requires evaluator commendations.

C. OBSERVATION NOTES

The evaluator may use copies photocopies of the observation form (A1 for classroom teachers, B1 for other unit members) for taking notes during the observation and then transfer the notes and ratings to the formal observation form. As previously noted, contemporaneous notes should be recorded rather than attempting to recall what was observed at a later time for recording on the observation form.

D. OBSERVATION DATES

The evaluator records the date of each pre-observation conference, observation, and post-observation conference in the space provided on the Certificated Observation Form.

E. POST-OBSERVATION CONFERENCE

The post-observation conferences must occur within five (5) days of the observations. The evaluator confers with the evaluatee about what was observed during the observation and guides the evaluatee to reflect on the strengths and/or weaknesses of the lesson. The evaluator starts with what the evaluatee is doing well and then identifies areas to improve. The evaluator provides descriptive details from the observation in support of the evaluator's ratings. Specific feedback in the various areas of the observation form will increase the evaluatee's awareness of strengths and desire to develop ways to improve.

The emphasis of the post-observation conference is on improving. With a positive approach, the evaluatee should clearly understand the expectations, feel free to ask for and receive support, and immediately implement strategies discussed during the post-observation conference. The evaluator allows time for the evaluatee to respond, to explain, and to discuss mitigating circumstances and to identify effective improvement strategies.

After discussing the observation, the evaluatee shall be given the opportunity to respond in writing and is asked to sign the observation form. If the evaluatee refuses to sign the observation form, the evaluator should have someone witness that the unsigned form was provided to the evaluatee. A notation that the evaluatee refused to sign shall be recorded on the form. After the witness signs the observation form, a copy of the form with the evaluator's notation and the witness' signature shall be provided to the evaluatee.

**OAKLAND UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION OBSERVATION FORM A-1
TEACHER**

Name of Evaluatee: _____ Period Covered: _____ to _____

Name of Evaluator: _____ School/Site: _____

Grade/Subject: _____ Permanent Temporary Contract Substitute PAR Participant
 Probationary ___ 1___ 2

Completion of interim evaluation by 2nd Friday in December. Completion of final evaluation by last working day in April.

RATING CODES	
<p>1. Does not meet Standards: Unsatisfactory</p>	<p>Any 1 or 2 ratings must have specific recommendations.</p>
<p>2. Does not meet Standards: Developing</p>	
<p>3. Meets Standards</p>	<p>Any 4 ratings must have specific commendations.</p>
<p>4. Exceed Standards</p>	

Pre-Observation Conferences Dates: (A minimum of 3 observations must be conducted.)

1st	2nd	3rd	4th	5th
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___

Observations

1st	2nd	3rd	4th	5th
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___

Post-Observation Conferences (must occur within 5 days of observation)

1st	2nd	3rd	4th	5th
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___

Evaluation Criteria	Ratings for each observation					Notes	Summary
	1 st	2 nd	3 rd	4 th	5 th		
I. Standard for Engaging and Supporting All Students in Learning							
A. Connecting students' prior knowledge, life experience, and interests with learning goals							
B. Using a variety of instructional strategies and resources to respond to students' diverse needs.							
C. Facilitating learning experiences that promote autonomy, interaction and choice.							
D. Promoting self-directed, reflective learning for all students.							
E. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.							
Summative Rating for Standard I							

II. Standard for Creating and Maintaining Effective Environments for Student Learning

A. Creating a physical environment that engages all students							
B. Establishing a climate that promotes fairness and respect.							
C. Promoting social development and group responsibility.							
D. Establishing and maintaining standards for student behavior.							
E. Planning and implementing classroom procedures and routines that support student learning							
F. Using instructional time effectively.							
Summative Rating for Standard II							

III. Standard for Understanding and Organizing Subject Matter for Student Learning

A. Demonstrating knowledge of subject matter content and student development.								
B. Organizing curriculum to support student understanding of subject matter.								
C. Interrelating ideas and information within and across subject matter areas.								
D. Developing student understanding through instructional strategies that are appropriate to the subject matter.								
E. Using materials, resources, and technologies to make subject matter accessible to students.								
Summative Rating for Standard III								

IV. Standard for Planning Instruction and Designing Learning Experiences for All Students

A. Drawing on and valuing students' backgrounds, interests, and developmental learning needs.								
B. Establishing and articulating goals for student learning.								
C. Developing and sequencing instructional activities and materials for student learning.								
D. Designing short-term and long-term plans to foster student learning.								
E. Modifying instructional plans to adjust for student needs.								
Summative Rating for Standard IV								

V. Standard for Assessing Student Learning

A. Establishing and communicating learning goals for all students.								
B. Collecting and using multiple sources of information to assess student learning.								
C. Involving and guiding all students in assessing their own learning.								
D. Using the results of assessments to guide instruction.								
E. Communicating with students, families, and other audiences about student progress.								
Summative Rating for Standard V								

VI. Standard for Developing as a Professional Educator *(*Evaluated through observations and interviews)*

A. Reflecting on teaching practice and planning professional development.								
B. Establishing professional goals and pursuing opportunities to grow professionally.								
C. Working with communities to improve professional practice.								
D. Working with families to improve professional practice.								
E. Working with colleagues to improve professional practice.								
F. Balancing professional responsibilities and maintains motivation.								
Summative Rating for Standard VII								

COMMENDATIONS AND RECOMMENDATIONS

OBSERVATION 1 SUMMARY: _____

EVALUATEE'S RESPONSE (including mitigating circumstances): _____

Evaluatee's Signature _____ **Date** _____

OBSERVATION 2 SUMMARY: _____

EVALUATEE'S RESPONSE (including mitigating circumstances): _____

Evaluatee's Signature _____ **Date** _____

OBSERVATION 3 SUMMARY: _____

EVALUATEE'S RESPONSE (including mitigating circumstances): _____

Evaluatee's Signature _____ **Date** _____

OBSERVATION 4 SUMMARY: _____

EVALUATEE'S RESPONSE (including mitigating circumstances): _____

Evaluatee's Signature _____ Date _____

OBSERVATION 5 SUMMARY: _____

EVALUATEE'S RESPONSE (including mitigating circumstances): _____

Evaluatee's Signature _____ Date _____

Participation in PAR is required when a unit member receives two or more "unsatisfactory" ratings in any one of the first five Standards as reflected on the summative evaluation on Form A2.

Distribution: White Copy: Evaluator after 1st observation Pink Copy: Evaluator after 3rd observation
Yellow Copy: Evaluator after 2nd observation Goldenrod Copy: Retained by Evaluator

V. IEP PROCESS

A. Teacher/specialist will demonstrate knowledge of state and federal regulations regarding the IEP process, including the eligibility criteria.				
B. Teacher/specialist receives and evaluates written referrals.				
C. Teacher/specialist, when appropriate, will obtain a Release of Information and coordinate the receipt of all educationally relevant information (academic, medical, psychological, and developmental) to assess the appropriateness of the referral and/or to provide information to facilitate the IEP process.				
D. Teacher/specialist will maintain all time-line activities with ongoing documentation, according to federal and state regulations and district procedures				
E. Teacher/specialist will coordinate the development of an assessment plan when appropriate				
F. Teacher/specialist will obtain informed consent from parent/guardian to conduct proposed assessments following an explanation of all assessment instruments proposed and after an explanation of parent rights, low cost legal services, and program options within the legally allowable time frame.				
G. Teacher/specialist will coordinate informal and formal assessments conducted by various professionals				
H. Teacher/specialist will coordinate the development of all assessment results from all appropriate multidisciplinary team members, including regular classroom teachers when appropriate, within the legally allowable time frame.				
I. Teacher/specialist will coordinate the convening of the IEP team with all legally appropriate members.				
J. Teacher/specialist will attend and participate in IEP team meetings, recommending appropriate goals and objectives based upon assessment results.				
K. Teacher/specialist, when chairperson of IEP team meeting, will conduct the meeting according to legally established procedures.				
L. Teacher/specialist, when chairperson of IEP team meeting, will base determination for special education eligibility and, if eligible, will base appropriate program and services on assessment results and state and federal eligibility guidelines.				
M. Teacher/specialist, when appropriate, will complete and organize an IEP file according to established procedures and will forward it to the appropriate program manager in a timely manner.				
N. Teacher/specialist, when appropriate, will maintain an ongoing duplicate file of IEP documents according to standards set by each program in order to implement the instructional program.				
O. Teacher/specialist will consult with the appropriate program manager in preparation for placement or, when authorized, will recommend placement				
P. Teacher/specialist will serve as a liaison to parents in helping them understand placement recommendations				
Q. Teacher/specialist will assist the appropriate program manager in the placement of students by serving as a liaison among the manager, parent, and receiving school's administrator and special education teacher				
R. Teacher/specialist, when directed, will participate in mediation conferences, complaint hearings, and administrative hearings.				

VI. INSERVICE/CONSULTATION

A. Based upon a needs assessment or written request, teacher/specialist will provide individual, small group, or large group inservice programs about individuals with exceptional needs, special education laws, and services available.				
B. Teacher/specialist will attend required inservice training and/or meetings in accordance with district policy.				
C. Teacher/Specialist will facilitate an instructional program for individual with exceptional needs by providing assistance to students, staff, parents, communities, and/or agencies.				

VII. PROFESSIONAL

A. Teacher/specialist will be knowledgeable of regular and special education state, district, and site programs, regulations, and policies.				
B. Teacher/specialist will be familiar with the interview process and participate in assigned interviews.				
C. Teacher/specialist will engage in appropriate professional growth activities				
D. Teacher/specialist will exhibit dependability and punctuality in completion of regularly assigned tasks.				
E. Teacher/specialist will assume his/her responsibilities and perform duties as assigned in accordance with district policy.				

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- SUMMATIVE STATEMENT _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

Evaluatee's Name _____

**OAKLAND UNIFIED SCHOOL DISTRICT
PERSONNEL DEPARTMENT
CERTIFICATED EVALUATION OBSERVATION FORM
COUNSELOR**

Name of Evaluatee _____ Period Covered _____ to _____
 Name of Evaluator _____ School/Site _____
 Grade/Subject _____ Probationary 1 2
 Temporary Contract _____ Permanent _____

RATING CODE	
1 - Meeting district standards	Any 1 rating may have specific commendations
2 - Needs to improve	All 2 and 3 ratings must have specific recommendations
3 - Not meeting standards	

**OBSERVATION
DATES**

Date	Date	Date

EVALUATION CRITERIA	OBSERVATION RATINGS	COMMENDATIONS/ RECOMMENDATIONS	SUMMARY RATINGS
I. SERVICES TO STUDENTS: ACADEMIC - The counselor is responsible for making students aware of resources and choices available to them.			
A. The counselor has assisted in providing information regarding registration programs and orientation.			
B. The counselor has provided the students with educational information and has assisted in selecting course requirements keeping projected goals in view			
C. The counselor has reviewed and assessed the educational status of each student and has maintained accurate and complete records.			
D. The counselor has participated in the administration of tests required by the district such as Proficiency Tests, CTBS, and CAP.			
E. The counselor at the high school level has provided information regarding available sources of scholarship and financial aid and has encouraged and assisted students to complete all documents and to meet deadlines.			
F. The counselor has made available to students information on admission requirements for colleges, universities, and other post- secondary educational institutions.			
II. SERVICES TO STUDENTS: PERSONAL/CAREER - The counselor is responsible for making students aware of resources and choices available to them			
A. The counselor has provided students with the opportunity for individual and/or group counseling.			
B. The counselor has interpreted standardized test scores and has used the information to assist students in making realistic educational/career choices.			
C. The counselor has identified students with special abilities or needs who may require special services and has made appropriate referrals.			
D. The counselor has provided students with a means of developing career awareness. The counselor has helped students to recognize their potential, their strengths, and their limitations.			
E. The counselor has provided all students, by the end of their sophomore year (or by age 16), a thorough review of their records and has advised them of all available options which will assist their progress toward high school graduation and the subsequent realization of their post-secondary goals.			
F. The counselor has written letters of recommendation to other institutions or to prospective employers.			
G. The counselor has taken an active and/or verbal role as a liaison or advocate on behalf of the student.			
III. SERVICES TO TEACHERS, ADMINISTRATORS AND OTHER SUPPORT STAFF: The counselor acts as a consultant and resource person to teachers and administrators.			
A. The counselor has consulted with teachers upon request.			
B. The counselor has provided information regarding the individual student's test scores and other academically related needs.			
C. The counselor has coordinated with the teacher the specific steps to be taken concerning referrals or special services.			
D. The counselor has arranged conferences for teachers, students, and/or parents to discuss school related problems.			
E. The counselor has provided services to administrators that cover all aspects of the counseling and guidance program			

IV. SERVICES TO PARENTS: The counselor acts as a consultant and resource person to parents and members of the community.					
A. The counselor has provided parents with information regarding the educational program of the school.					
B. The counselor has conferred with parents regarding the academic progress of their students.					
C. The counselor has provided parents with information regarding alternative educational programs.					

- INTERMEDIATE SUMMARY _____

 EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

 EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

 EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- SUMMATIVE STATEMENT _____

 EVALUATEE'S RESPONSE (including mitigating circumstances) _____

Evaluatee's Name _____

**OAKLAND UNIFIED SCHOOL DISTRICT
PERSONNEL DEPARTMENT
CERTIFICATED EVALUATION OBSERVATION FORM
SCHOOL PSYCHOLOGIST**

Name of Evaluatee _____ Period Covered _____ to _____
 Name of Evaluator _____ School/Site _____
 Grade/Subject _____ Probationary 1 2
 Temporary Contract _____ Permanent _____

RATING CODE	
1 - Meeting district standards	Any 1 rating may have specific commendations
2 - Needs to improve	All 2 and 3 ratings must have specific recommendations
3 - Not meeting standards	

OBSERVATION
DATES

Dates	Dates	Dates
-------	-------	-------

EVALUATION CRITERIA	OBSERVATION RATINGS			COMMENDATIONS/ RECOMMENDATIONS	SUMMARY RATINGS
I. PSYCHOMETRIC SERVICES					
A. Evaluatee demonstrates an understanding of the use and purpose of the most commonly used tests in the field.					
II. PSYCHODIAGNOSTIC SERVICES					
A. Evaluatee demonstrates an understanding and applies learning in areas of abnormal psychology, learning disorders, developmental disabilities, and other disorders encountered by psychologists in their assessment of children. Person develops an appropriate treatment plan based on information from all sources					
III. CONSULTATION SERVICES					
A. Evaluatee consults with staff and parents regarding test results, classroom management, and correction of learning and behavior disorders.					
IV. COUNSELING SERVICES					
A. Evaluatee has knowledge of various counseling approaches and their appropriateness for different problems. Person assists in the solution of problems through counseling and/or referrals to agencies.					
V. ADJUNCTIVE SERVICES					
A. Evaluatee is knowledgeable regarding outside agencies serving children and is able to recommend and arrange appropriate referrals for students and families.					
V1. PLANNING AND ORGANIZATION					
A. Evaluatee arrives and leaves work on time, submits legible reports in a timely manner, attends staff meetings and other meetings as required and completes necessary paperwork including time sheets and absence forms.					
VII. KNOWLEDGE OF LAWS AND ETHICS					
A. Evaluatee is familiar with rules and regulations governing special education and state and federal programs. Person is familiar with district policies and school rules and procedures. Person adheres to the accepted ethical standards of the profession.					
VIII. PROFESSIONAL GROWTH					
A. Evaluatee participates in inservice meetings, is active in associated professional organizations, participates in workshops and conferences contributing to professional growth, and/or keeps skills current through reading and independent study in appropriate areas.					

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- SUMMATIVE STATEMENT _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

Evaluatee's Name _____

F. The school nurse health services program includes the prevention and control of communicable disease.

1. All students comply with state legal requirements regarding immunizations (Health and Safety Code Sections 3380-3385 and 3400-3407), plus the new code sections in California Administrative Code, Title 17, Public Health, Subchapter 8. 6000 series.				
2. The school nurse interprets and implements policies and procedures concerning communicable diseases.				
3. The school nurse administers immunizations (Education Code Section 49403(b) to accordance with "standardized procedures"(Business and Professions Code Section 2725(d)).				

G. The school nurse establishes and maintains standards to minimize the effects of accidents and illness in school.

1. Written policies and procedures for first aid and emergency care are provided to all school personnel.				
2. First aid is administered promptly to injured or ill pupils by the first person on the scene.				
3. The school nurse is available for consultation in cases of accident or illness.				
4. Phone numbers of parents and physicians are on file for each pupil to facilitate notification in cases of injury or illness.				
5. Fully equipped first-aid kits are available in strategic locations on each campus and for field trips (Education Code Section 32040).				
6. First-aid equipment, such as stretchers and splints, is readily accessible.				
7. Accidents are analyzed to determine causes, and safety hazards are reported to the appropriate administrator for remedial action.				

H. The school nurse assists in promoting the optimum health of the school staff.

1. The school nurse provides leadership in the development, periodic revision, and enforcement of school district policies regarding staff health and safety.				
2. The school nurse provides staff development programs on up-to-date first-aid procedures and distributes current information concerning pertinent health issues.				

I. The school nurse assists in the provision of a safe and healthful school environment.

1. School health personnel participate in the development and periodic revision of district policies regarding environmental health and safety.				
2. School health personnel assist administrators in achieving compliance with legal requirements.				

J. The school nurse participates in the planning and implementation of a comprehensive health education program.

1. The school nurse serves on curriculum development committees.				
2. The school nurse stimulates the incorporation of health instruction in the school curriculum and in each classroom.				
3. The school nurse searches out, evaluates, and recommends new materials and community resources.				
4. The school nurse serves as a resource to teachers and presents individual lessons in the classroom as time and program permit.				

K. The school nurse serves as the school liaison to community agencies and medical and dental care providers.

1. The school nurse maintains current information regarding community resources and referral procedures.				
2. The school nurse promotes cooperation, communication, and understanding among community resources and the schools.				

L. The school nurse participates as a team member in the development, implementation, and periodic evaluation of policies and procedures related to critical health issues.

1. The school nurse assists in the identification and documentation of the scope of the problems.				
2. The school nurse participates in the development, review, evaluation, and revision of policies and procedures that apply to critical health issues.				
3. The school nurse serves as a team member to implement the policies and procedures.				

M. The school nurse provides assistance to families by referral for social services when needed.

1. The school nurse assists families in contacting local community resources obtaining appropriate health care.				
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- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- INTERMEDIATE SUMMARY _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

- SUMMATIVE STATEMENT _____

EVALUATEE'S RESPONSE (including mitigating circumstances) _____

Evaluatee's Name _____

Summative Evaluation

The summative evaluation is recorded on the appropriate Evaluation Report (either A or B - see sample, attached). The summative evaluation is determined from the observations of the evaluatee's performance standards identified on the Observation Forms. The ratings on the Evaluation Report reflect the ratings recorded on the Observation Form as follows:

- 1 = Does Not Meet Standards: Unsatisfactory
- 2 = Does Not Meet Standards: Developing
- 3 = Meets Standards
- 4 = Exceeds Standards

This Evaluation Report is a major part of the final Stull Evaluation.

The summary ratings reflect the strengths and improvements the evaluatee has made during the evaluation period. The emphasis is on improving the evaluatee's performance to enhance student achievement.

The summary rating written on the Evaluation Report (Form A2 or 132) is an average of the summary ratings of the items within each category. The process for determining the standards' summary ratings is similar to that used for the Key Element summary rating.

The summary ratings should reflect the development over the evaluation period. In addition to the ratings, the evaluator must record recommendations for key elements with ratings of 1 or 2 and commendation for key elements with ratings of 4. See examples, below.

EXAMPLES						
Example for Summary for Key Elements						
Observations:	1 st	2 nd	3 rd	4 th	5 th	Final April Summary Rating
A)	3	2	2	2	1 = 10 ÷ 5 = 2	2
B)	1	1	1	2	2 = 7 ÷ 5 = 1.4	2 (Emphasis on improvement)
C)	1	2	2	3	3 = 11 ÷ 5 = 2.5	2 (Emphasis on improvement)
Example for Summative Rating for <u>Standard</u>						
Final April Summary Ratings for Key Elements: A = 2; B = 2; C = 3; D = 3; E = 2						
Subtotal for the Standard = 12						
Overall performance rating = 2 (12 ÷ 5 = 2.4)						

Oakland Unified School District
EVALUATION REPORT FOR CERTIFICATED EMPLOYEES

- Check One:**
 Permanent
 Probationary 1 2
 Temporary Contract
 Substitute ST LT

Classroom Teacher-Form A2

Evaluatee: _____ Soc. Sec. No. (Last four digits only): _____

School Year: _____ Assignment: _____ School/Site: _____

Submitted Objectives: Date _____ Conference Date: _____ Agreement Date: _____

Evaluator's Signature: _____ Evaluatee's Signature: _____

Procedure when agreement cannot be reached, if applicable (refer to collective bargaining agreement)

1. Evaluator and Evaluatee confer by the 30th workday of the evaluatee: _____
2. Evaluator/Site Administrator and Evaluatee confer by the 33rd workday: _____
3. Optional. Evaluator, evaluatee and two conferees meet: _____
4. Evaluator submits written report to Superintendent's designee: _____
5. Superintendent's designee responds in writing by 37th workday: _____

Evaluatee's Signature: _____ Date: _____

Observations:

Pre-Observation Conference Dates: _____; _____; _____; _____; _____

Observation Dates: _____; _____; _____; _____; _____

Post Observation Conference Dates: _____; _____; _____; _____; _____

Comments on evaluation plan, review of progress, changes in objectives, etc.: _____

	Summative Ratings			
	Does not meet standards: unsatisfactory (1)	Does not meet standards: developing (2)	Meets standards (3)	Exceeds standards (4)
Evaluation: <input type="checkbox"/> Interim <input type="checkbox"/> Final				
I. Engaging & supporting all students in learning				
II. Creating & maintaining effective student learning environment				
III. Understanding & organizing subject matter for learning				
IV. Planning & designing instruction/learning experiences for all students				
V. Assessing student learning				
V1. Developing as a professional educator				

Commendations required for rating 4; Recommendations required for ratings 1 and 2: (Use additional pages if necessary)

Recommendation:

Continued Employment Continued Evaluation Dismissal Other Refer to PAR

Evaluator's Signature _____ Date _____ Evaluatee's Signature* _____ Date _____

***Signature does not imply agreement**

Procedure to review unsatisfactory rating (refer to collective bargaining agreement)

1. Evaluator and Evaluatee confer by 5th work day in May.
2. Evaluator/Site Administrator and Evaluatee confer by 10th work day in May.
3. Evaluatee submits letter of rebuttal to HRD by 15th work day in May.
4. Superintendent's designee responds within 10 workdays from receiving letter of rebuttal.

Evaluation Report: Approved Disapproved

By: _____ Date: _____

Oakland Unified School District

EVALUATION REPORT FOR CERTIFICATED EMPLOYEES – Form B

Employee: _____ Soc. Sec. No.: _____

School Year: _____ Assignment: _____ School/Ste _____

Submitted: _____ Date _____ Conference: _____ Date _____ Agreement: _____ Date _____

Evaluator Signature: _____ Evaluatee Signature: _____

Check One:
 Temporary Contract
 Probationary 1 2
 Permanent

Procedure When Agreement Cannot Be Reached: If Applicable:

1. Evaluator/Evaluatee: Conference Date: _____
 2. Evaluator/Evaluatee/Site Administrator: Conference Date: _____
 3. Evaluator/Evaluatee/Two Conferees: Conference Date: _____
 4. Written Response by Associate Superintendent/Superintendent: _____

Signature: _____ Date: _____

During Evaluation Period

Dates of Observation: _____
 Post Observation Conference Dates: _____
 Comments on evaluation plan, review of progress, changes in objectives, etc.: _____

Final Evaluation (interim Assessment Report-Probationary First Year) Check appropriate category

Counselor	Certificated Staff for Exceptional Children	Nurse	Psychologist	Meeting district standards	Needs to improve	Not meeting district standards
Student Academics	Instructional/Mngmt. Assess. /Commun.	A-B-C-D	Psychometr./Psychometr. Diag.			
Personal/Career	IEP	E-F-G	Consult./Counsel.			
Services: Staff		H-I-J	Adjunct/Planning			
Services: Parents	Inservice/Profess.	K-L-M	Knowledge/Profess.			

Commendations/Recommendations: (Use additional page it necessary) _____

Personnel Action Recommended

Continued Employment Continued Evaluation Dismissal Other

Date _____ Evaluator _____ Date _____ Evaluatee _____
 Signature does not imply agreement.

Procedure for Review: If Applicable:

1. Evaluator/Evaluatee: Conference Date: _____
 2. Evaluatee/Evaluator/Site Administrator: Conference Date: _____
 3. Letter of Rebuttal: Date: _____
 4. Response by Assistance Superintendent/Superintendent: _____

Evaluation Report: Approved Disapproved

Signature _____ Date: _____

Evaluation of Substitutes

A site administrator may evaluate a substitute using the Certificated Evaluation Report Form A2 and check the box in the upper right hand corner indicating "substitute." If the substitute being evaluated is a short term substitute (seventeen consecutive days or less), circle "ST" as well as checking the "substitute" box. **A substitute teacher who has served in the same assignment for eighteen (18) or more consecutive days must be evaluated - this includes STIP (Substitute Teacher Incentive Plan) substitutes.** Circle "LT" as well as checking the "substitute" box on Evaluation Form A2.

Peer Assistance and Review Program (PAR)

The Peer Assistance and Review Program (PAR) has been established pursuant to the State Education Code and the Collective Bargaining Agreement. The purpose of PAR is to ensure that K-12 classroom teachers who are experiencing difficulties with their performance can benefit from the assistance and review of colleagues. Peer assistance may be provided to a beginning teacher or a permanent teacher who volunteers and is accepted into the program.

An evaluator who issues two (2) or more "unsatisfactory" ratings in any of the first five standards of the CSTP as identified in the Evaluation Form shall refer the permanent teacher to PAR. The evaluator shall provide the PAR Joint Committee a copy of the unsatisfactory evaluation and appropriate documentation.

A permanent teacher with an unsatisfactory evaluation and who is referred to PAR is required to participate in PAR as an intervention. A teacher who is referred to PAR and objects to such participation may request to appear before the PAR Joint Committee to explain the teacher's point of view regarding the procedurally inappropriate unsatisfactory evaluation.

- OAKLAND UNIFIED SCHOOL DISTRICT

EVALUATION FORMS

To be ordered through Purchasing. The forms are in packages of 25 each (or sets of 25) as follows:

- 13-0209-00 Objectives and Standards of Performance for Student Progress and Professional Competence (\$8.56/pkg.)
- 13-0202-01 Certificated Evaluation Observation Form A-1, Teacher (\$37.62/pkg.)
- 13-0202-02 Evaluation Report for Certificated Employees, Classroom Teacher, Form A-2 (\$7.25/pkg.)

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OAKLAND UNIFIED SCHOOL DISTRICT
AND
OAKLAND EDUCATION ASSOCIATION
AGREEMENT

RE: EMPLOYEE ABSENCES

The Oakland Unified School District (OUSD) and the Oakland Education Association (OEA) agree to the following interpretation of the sick leave provisions of the collective bargaining agreement which define the right of the district to request verification from an employee of the reason he/she has been absent.

**GENERAL RULE: NO VERIFICATION
UNLESS ABSENCE IS FOR MORE THAN FIVE (5) DAYS**

The general rule concerning absence verification is set forth in article XI, Section 4, Paragraph A.3. It has two parts: (1) when the absence is for a period of five (5) days or less, no verification is required (2) an absence due to illness or injury shall be supported by a written statement of a licensed physician when the absence exceeds five (5) days.

**EXCEPTION: REASONABLE SUSPICION
THAT THERE IS NO VALID GROUND FOR ABSENCE**

As an exception to the general rule, Article XI, Section 4, Paragraph M allows the Superintendent (or his/her designee) some limited discretion to require verification for absences of five (5) days or less. To justify this requirement, he/she must believe that no valid grounds exist for the employee's claim for absence.

This means that he/she reasonably believes that there is a factual basis for disbelieving the reason which has been provided by the particular unit member. Such a conclusion could reasonably arise from a suspicious pattern of absences (e.g. absences on successive Mondays, Mondays and Fridays, one or more days per week, etc.)

FAIR INVESTIGATION

It is important that the Superintendent's designee investigate his/her suspicion in a fair manner. The employee must be informed of the facts which support the suspicion and the employee must be given an opportunity to explain.

APPROPRIATE VERIFICATION

If there are grounds justifying a request for verification, the Superintendent or his/her designee must determine what type of verification is appropriate under the circumstances. It is not always possible for the unit member to obtain a doctor's verification of illness. For a number of different reasons, employees may be sick yet not go to the doctor. For example, they may recognize the symptoms and decide to care for themselves. Further, they may live alone and therefore be unable to provide written

Employee Absences Agreement between OUSD and OEA

verification from a third party. If this is true, the employee can be asked to complete the Verification of Absence form attached.

GRIEVANCE

If the Association and/or the unit member believes that there is no factual basis for requiring verification of absence for five (5) or fewer days, and informal efforts to resolve the matter are insufficient, a grievance could be filed challenging the Superintendent's exercise of discretion.

PROGRESSIVE DISCIPLINE

Abuse of sick leave is grounds for discipline. "Reasonable and just cause" is required (Article VII, Section 3). Progressive discipline, beginning with oral warning, and after a second instance, or a similar infraction, proceeding to a written reprimand, shall be utilized. Progressive discipline shall be administered according to the following sequence:

1. The principal/supervisor shall conduct an informal discussion with the unit member to ascertain facts and attempt to resolve the issue. An event may not be considered in any future disciplinary matter unless the unit member is properly notified as set forth herein.
2. The principal/supervisor shall issue an oral reprimand prior to the issuance of any written reprimand unless the conduct is of such an extreme nature that prior oral reprimand is not appropriate.
3. Oral reprimand shall be given in private to the unit member.
4. The unit member is to be informed that he/she has a right to representation at each stage of this disciplinary process in an instance in which the answers elicited reasonably could be expected to lead to disciplinary action against him/her.
5. Written reprimands shall be submitted to the unit member and the unit member shall have an opportunity to respond prior to the placing of such documents in the Personnel file. Upon written request, the unit member may have the written reprimand reviewed by the Superintendent's designee prior to its placement in the file.
6. The district shall not impose the next higher level of discipline unless the prior incident occurred within the previous eighteen (18) months.
7. The elements of progressive discipline shall be administered in a timely manner. All meetings upon which reprimands, oral or written are to be considered shall be scheduled within ten (10) working days of the District's knowledge of any occurrence giving rise to reprimand. Failure of the District to issue such reprimand within five (5) working days after the meeting shall prohibit the issuing of the reprimand.

THE MEANING OF THE "JUST CAUSE" REQUIREMENT

The requirement that there be "reasonable and just cause" for discipline is not spelled-out in the OUSD-OEA contract (Article VII, Section 3). Yet, the term has an accepted meaning. Arbitrators and judges have stated that the following "just cause" guidelines shall be adhered to:

1. The District's rules, regulations and policies shall be distributed to unit members and shall reasonably relate to the effective operation of the District.
2. The unit member shall be adequately informed, or reasonably should have known, that there would be disciplinary consequences resulting from his/her conduct before such consequences can be applied.
3. A fair and reasonable investigation shall be undertaken by the District. It shall include review of the pertinent information, interviews of the unit member and other individuals with relevant knowledge of the event, and a written statement of the incident or misconduct which forms the basis of the disciplinary action.
4. Rules, orders and penalties shall be applied fairly according to the circumstances of the case.
5. Disciplinary action shall reasonably relate to the nature of the offense.

ABSENCE VERIFICATION FORM

I, _____, hereby verify that:

My name is _____, I am employed by the Oakland Unified School District and am assigned to work at _____ School.

The Superintendent, believing that there is a factual basis to doubt the reason I provided for being absent on _____, has asked that I verify my reason.

I hereby verify that the reason for being absent on _____ is as follows:

I hereby declare under penalty of perjury that the foregoing is true and correct and that I am executing this Absence Verification Form in Alameda County, State of California on the _____ day of the month of _____, 200__.

[Signature]

SITE INSTRUCTIONAL ASSISTANCE PROGRAM (SIAP)

OAKLAND UNIFIED SCHOOL DISTRICT

Parent QuestionnairePRIMARY - 3rd GRADESLearning Environment

- | | | | |
|----|--|---|---|
| 1. | My child's teacher promotes respect for others in the classroom..... | Y | N |
| 2. | My child's classroom environment is appropriate for learning..... | Y | N |
| 3. | My child feels happy and safe in the classroom..... | Y | N |
| 4. | My child is treated fairly by the teacher..... | Y | N |
| 5. | The teacher expects my child to behave in the classroom..... | Y | N |
| 6. | The teacher knows my child's needs and gives individual attention..... | Y | N |

Instructional Strategies/Curriculum Objectives

- | | | | |
|----|--|---|---|
| 1. | The teacher encourages my child to participate in class discussion..... | Y | N |
| 2. | The teacher listens to what my child has to say..... | Y | N |
| 3. | My child talks at home about class projects and activities..... | Y | N |
| 4. | My child has developed new interests in school this year..... | Y | N |
| 5. | The teacher helps my child to understand the class work..... | Y | N |
| 6. | The teacher displays my child's work..... | Y | N |
| 7. | My child is given the opportunity to learn about her/his culture and other cultures..... | Y | N |

OEA

PRIMARY - 3rd GRADES Parent Questionnaire - (cont.)
Page 2

- 8. The teacher has made me aware of what my child is expected to learn..... Y N
- 9. My child usually understands homework assignments (grades K-3 only)..... Y N
- 10. My child 's school work is frequently corrected and returned (grades K-3 only)..... Y N

Pupil Progress

- 1. My child is learning in the class..... Y N
- 2. I can tell in what areas my child needs help by the teacher's written comments..... Y N
- 3. Parent-teacher conferences inform me of my child's progress..... Y N

School/Home Relations

- 1. My child's teacher makes me feel welcome in the classroom..... Y N
- 2. I have been asked to help in my child's school..... Y N
- 3. I read newsletters and messages posted or sent home for parents..... Y N

Comments: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Student Questionnaire

4th - 6th GRADES

Learning Environment

- | | | | |
|----|--|---|---|
| 1. | My teacher helps me to respect others..... | Y | N |
| 2. | My classroom is a good place to learn..... | Y | N |
| 3. | I feel safe in my class..... | Y | N |
| 4. | My teacher is fair..... | Y | N |
| 5. | My teacher cares about me..... | Y | N |

Instructional Strategies

- | | | | |
|----|--|---|---|
| 1. | My teacher gives me a chance to be heard in class discussions..... | Y | N |
| 2. | My teacher makes the class interesting..... | Y | N |
| 3. | My teacher gives class work that I am able to do..... | Y | N |
| 4. | My teacher helps me understand the lesson..... | Y | N |
| 5. | My teacher displays my work..... | Y | N |
| 6. | My teacher gives me enough time to finish my work..... | Y | N |
| 7. | My teacher gives homework that I understand..... | Y | N |
| 8. | My teacher helps me understand what is expected of me.. | Y | N |

Curriculum Objectives

- | | | | |
|----|--|---|---|
| 1. | I learn about my culture and other cultures..... | Y | N |
| 2. | My teacher gives special assignments..... | Y | N |
| 3. | My teacher knows when I need help..... | Y | N |

Pupil Progress

- | | | | |
|----|---|---|---|
| 1. | My teacher returns corrected work..... | Y | N |
| 2. | I am learning in my class..... | Y | N |
| 3. | My teacher explains when I get things wrong on my work. | Y | N |
| 4. | My teacher grades me fairly..... | Y | N |
| 5. | My teacher lets my parent know how I am doing in school | Y | N |

School/Home Relations

- | | | | |
|----|--|---|---|
| 1. | My teacher makes my parents feel welcome in the classroom..... | Y | N |
| 2. | My teacher invites my parents to help in school..... | Y | N |

7/92

OEA

OAKLAND UNIFIED SCHOOL DISTRICT

Student Questionnaire

7th - 9th GRADES

Learning Environment

1. The teacher recognizes and encourages each pupil's worth and dignity..... Y N
2. The teacher manages the classroom effectively and maintains an environment that is good for learning..... Y N
3. I feel secure and safe in my class..... Y N
4. The teacher is fair and avoids treating certain students as favorites..... Y N
5. The teacher cares about me as a student and as a person..... Y N
6. The teacher has good classroom control..... Y N

Instructional Strategies

1. I have the opportunity to participate and express myself in class..... Y N
2. The teacher uses different activities and materials to make the class interesting..... Y N
3. The teacher provides for differences of abilities, experiences, and learning styles..... Y N
4. The teacher helps me understand the lesson..... Y N
5. My teacher gives me enough time to finish my work..... Y N
6. Homework is worthwhile and not just busy work..... Y N

Curriculum Objectives

1. The teacher provides learning experiences for students of different cultural backgrounds..... Y N
2. The teacher gives me the chance to work on special assignments and projects..... Y N
3. The teacher knows my abilities and works to meet my learning needs..... Y N
4. The teacher has a clear understanding and knowledge of the subject area..... Y N

Pupil Progress

1. The teacher returns reviewed or corrected works in a timely fashion..... Y N
2. I am improving my skills and knowledge in this subject Y N
3. The teacher explains why I get things wrong on my work Y N
4. The teacher gives grades based on fair standards..... Y N
5. The teacher gives tests which cover what was taught... Y N

School/Home Relations

1. The teacher encourages parents to participate and be involved in classroom activities..... Y N
2. The teacher welcomes parents into the classroom..... Y N
3. The teacher informs parents of student progress and class activities..... Y N

Comments: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Student Questionnaire

10th - 12th GRADES

Learning Environment

1. The teacher recognizes and encourages each student's worth and dignity..... Y N
2. The teacher manages the classroom effectively and maintains an atmosphere conducive to learning..... Y N
3. The teacher maintains a balance of freedom and security in the classroom..... Y N
4. The teacher is reasonable, shows consistency and is fair in dealing with students..... Y N
5. The teacher demonstrates and communicates a vital interest in an understanding of each pupil's social, emotional and intellectual growth..... Y N

Comments: _____

Instructional Strategies

1. I have opportunities to participate and express myself in class..... Y N
2. The teacher uses different activities and materials to make the class interesting..... Y N
3. The teacher provides for differences of abilities, experiences and learning styles..... Y N
4. The teacher explains lessons clearly..... Y N

OEA

10th - 12th Student Questionnaire - (cont.)

Page 2

5. The teacher is reasonable in what students are expected to do and provides ample time for the completion of assigned work..... Y N
6. Homework is relevant and useful..... Y N

Comments: _____

Curriculum Objectives

1. The teacher provides learning opportunities based on the cultural differences of students in the class..... Y N
2. The teacher provides opportunities to work on special assignments (such as, library research, computer, labs, community resources, etc.)..... Y N
3. The teacher knows my abilities and works to meet my learning needs..... Y N
4. The teacher demonstrates a clear understanding of the class" subject matter..... Y N

Comments: _____

Pupil Progress

1. The teacher returns reviewed or corrected work in a timely fashion..... Y N
2. I am improving my skills and knowledge in this subject area..... Y N
3. I get direct feedback on my work from the teacher..... Y N

OEA

4. I am graded on fair and identified standards..... Y N

Comments: _____

School/Home Relations

- 1. The teacher encourages parent or guardian involvement in class activities..... Y N
- 2. The teacher makes school visitors welcome..... Y N
- 3. The teacher keeps parents or guardians informed of necessary school information..... Y N
- 4. The teacher informs parents of student progress..... Y N

Comments: _____

03/18/96 7:31 AM

SIDE LETTER ON SPECIAL EDUCATION TRANSPORTATION

It is understood by the parties that priority shall be given to Special Education Transportation for the Mega Item transfers before transfers for any class size reductions

CRG

3/18/96



3/18/96

**BENEFITS SUMMARY
FULL TIME TEACHERS**

The Oakland Unified School District provides a very extensive array of benefits for its teachers. While benefit levels can change periodically, the current negotiated benefit package includes the following fully paid benefits for you and authorized dependents. Coverages are not effective until the 1st of the month following the month in which employed and enrolled (except as noted). You must enroll before these coverages can be processed. Employees who fail to enroll within 30 days of date of hire must wait until the following year Open Enrollment Period to enroll, add dependents or change plans.

GROUP HEALTH: Choice of two Health Maintenance Organizations (HMO's)

- KAISER PERMANENTE HEALTH PLAN currently has a \$10 co-pay for office visits, a \$10 co-pay for prescriptions, a \$100 co-pay for emergency room visits, and a \$250 co-pay per hospital admission. Please refer to the plan description for a complete description of coverages, limitations and exclusions. Generally, with Kaiser, the member utilizes Kaiser medical facilities, doctors and hospitals for all treatments.
- HEALTH NET current has a \$15 co-pay for office visits, a \$25 co-pay for prescriptions (\$50 for non-generic), a \$100 co-pay for emergency room visits, and a \$250 co-pay per hospital admission. Please refer to the plan description for a complete description of coverages, limitations and exclusions. Generally, Health Net members select a private physician from the participating medical practice convenient to them. Must use participating hospitals as well.

GROUP VISION: Plan depends upon health plan selected.

- KAISER OPTICAL A. Member of Kaiser use Kaiser for provision of optical benefits. Kaiser Ophthalmologists/Optometrists examine and Kaiser Optical fills the prescription.
- VISION SERVICE PLAN (VSP). Limited to persons enrolling in Health Net HMO. \$5 co-pay for exam. Use VSP contracting optometrist for exam and filing of prescription.

GROUP DENTAL:

- OAKLAND UNIFIED SCHOOL DISTRICT DENTAL PLAN. This is not part of any commercial insurance plan. This is strictly a self-insured plan of the District. Employees must enroll within 30 days of date of hire but will become eligible on the 1st of the month following 6 months of employment. Coverage starts at 70% of Usual and Customary. Participants can progress to 80%, 90% and even 100% coverage, so long as you get your teeth cleaned every 6 months (but not sooner than 6 months). You have the freedom to use any dentist you select. Please refer to the plan document for a complete description of plan benefits, limitations and exclusions. Calendar year limit is \$1,500.

GROUP LONG TERM DISABILITY:

- Carrier (currently Metlife). Generally provides wage loss up to 2/3 salary or \$1200 per month (whichever is less). Other income sources serve to reduce coverage.

GROUP LIFE

- Carrier (currently Metlife). Provides \$10,000 coverage on the life of the employee only.

NO REPRISALS AGREEMENT

1. The parties agree, collectively and individually, that they shall take no reprisal in any form against the other or against any bargaining unit member, student, parent, or other person acting in sympathy with any such person because of any action taken or attitude expressed during negotiations preceding this agreement, including, without limitation, concerted activities engaged in by bargaining unit members. The District shall not attempt to collect from the Oakland Education Associations, or any of its parent organizations or any member, employee or agency thereof, either collectively or individual, any costs or losses incurred by the District resulting from the aforementioned "concerted activities."

2. Oakland Education Association shall withdraw, with prejudice, unfair labor practice matters numbered SF-CE-1784-96, 1812, 1813, 1815, 1816, 1817, 1835, 1969 and 1873. Oakland Unified School District shall withdraw, with prejudice, unfair labor practice matters numbered SF-CO-503-505.

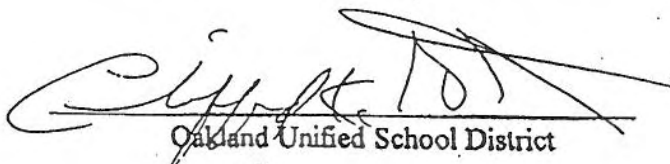
3. Oakland Unified School District will provided to the Oakland Education Association the information requested in cases numbered SF-CE-1840 and 1841 no later than May 1, 1996.

4. As to all other pending unfair practice matters on file (SF-CE- 1821, 1822, 1866, 1828, 1936, 1838, 1839, 1849, 1858, and 1857) the parties agree to meet for a settlement conference within a reasonable period of time in an effort to resolve them. In the event that they are not resolved, the parties agree to submit the remaining matters to arbitration before Arbitrator Barry Winograd.


5. As to existing notices of non-re-election given to probationary teachers on or before March 15, 1996, OEA reserves the right to challenge any such notice as unlawfully motivated. Such challenge, if any , shall be made formally no later than May 1, 1996.

6. Any alleged violation of this agreement shall be enforceable by arbitration or civil action.

Dated: 7/26/96


Oakland Unified School District

Dated: 8/8/96


Oakland Education Association



OAKLAND UNIFIED SCHOOL DISTRICT

1025 SECOND AVENUE, ROOM 406

OAKLAND, CALIFORNIA 94606

TELEPHONE (415) 836-8535

GARY A. HALL
GENERAL COUNSEL

MICHELE C. KIBBE-CHAIRS
ASSISTANT GENERAL COUNSEL

STAFF COUNSELS

PETER N. HAGBERG
DEBRENIA F. MADISON
DAVID J. MEEKER
STEVEN A. ROYSTON

LABOR MANAGEMENT &
EMPLOYEE RELATIONS STAFF

JUAN RIOS
DIRECTOR

RAYMOND W. LAING
LABOR RELATIONS SPECIALIST

SHIRLIE B. HARRIS
LABOR RELATIONS ANALYST

SIDE LETTER OF AGREEMENT

BETWEEN THE

OAKLAND UNIFIED SCHOOL DISTRICT
AND THE
OAKLAND EDUCATION ASSOCIATION

The District agrees that it will abide by the State Education Code provisions applicable to Temporary Teachers employed by the District.

FOR THE ASSOCIATION

FOR THE DISTRICT

Ward V. Rountree III
Ward V. Rountree
Executive Director
Oakland Education Association

Juan Rios
Juan Rios, Director
Labor Management &
Employee Relations

Date: 10/30/88

Date: 9/30/88

**Memorandum of Understanding
between the
Oakland Education Association
and the
Oakland Unified School District**

This Memorandum of Understanding is entered into between the Oakland Education Association (OEA) and the Oakland Unified School District (OUSD) regarding the payment of teachers who have given up their regular preparation (planning) periods to cover classes or accept additional students, when a substitute is not available.

The parties to this Memorandum of Understanding (MOU) have agreed that this agreement is an addition to the current 1999-02 Collective Bargaining Agreement and is incorporated into any successor agreements, absent specific discussion to the contrary.

OUSD recognizes that teachers are placed in the position of covering classes or accepting additional students, when substitutes are not available. In such situations, teachers are denied the appropriate use of their preparation/planning time or have students added to their classes that significantly enlarge their classes beyond the maximum. In both circumstances, the affected teacher is faced with an exceptional burden dealing with either an inappropriate number of students or students with whom the teacher has a tenuous relationship, at best. It is OUSD's responsibility to fill all vacancies in the District with qualified, credentialed substitutes, and nothing in this Memorandum will or should be construed to absolve OUSD and the Human Resources Division of this responsibility. While OUSD continues to diligently recruit a sufficient number of substitute teachers, the parties recognize that emergencies will occur. The parties also recognize that depriving teachers of their preparation/planning time or adding an exceptional number of students to classes is not in the best interest of students and will work to diminish the circumstances that lead to a shortage of substitutes:

I. Teachers covering classes at the secondary level:

- A. When a properly credentialed teacher agrees to teach a class, during her/his conference period, to which no permanent teacher is assigned, the teacher shall receive the following compensation for taking the responsibility for attendance, grades and lesson plans:

The rate of pay shall be the teacher's hourly per diem paid as a stipend retroactive to the beginning of the assignment in the 2000-01 school year, until such time that a permanent teacher is assigned to the class.

- B. Teachers providing instruction in addition to their own assigned classes on an infrequent, emergency basis, when no substitute is available, shall receive the following compensation:

The rate of pay shall be \$31.77 per preparation/planning period retroactive to the beginning of the 2000-01 school year.

Legislative File

File ID No. 00-1703
Introduction Date 2-7-01
Enactment No. 01-0022
Enactment Date 02-14-01
By ZK A-117

ii. Teachers taking extra students in their classes and/or not receiving preparation periods at the elementary level.

A. Teachers taking extra students in their classes on an infrequent, emergency basis, when no substitute is available, shall be paid a proportionate share of \$150 per day, depending on the number of excess students assigned to the class, retroactive to the beginning of the 2000-01 school year.

B. Teachers not receiving their preparation periods shall receive the following compensation:

The rate of pay shall be the teacher's hourly per diem from beginning of the 2000-01 school year.

The Employer understands that teachers who give up their preparation/planning time are deprived of time used for other professional responsibilities normally accomplished during their preparation/planning time. The Employer understands that the teaching professionals will be discharging those duties on their own time, thus this agreement provides compensation for that loss of preparation/planning time.

To the extent that this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreements in effect between the parties, the agreements set forth in this Memorandum shall control and any inconsistent provisions of the negotiated Agreements shall be deemed modified henceforth.

In witness whereof the parties hereto have executed this agreement this 19th day of January, 2001.

OAKLAND EDUCATION ASSOCIATION

OAKLAND UNIFIED SCHOOL DISTRICT

By: Sheila Quintana
Sheila Quintana, President

By: Dennis Chaconas
Dennis Chaconas, Superintendent

By: Bruce Colwell
Bruce Colwell, Executive Director

By: Rumi Ueno
Rumi Ueno, Director, Labor Relations

By: [Signature]
President, Board of Education

By: [Signature]
Deputy Secretary, Board of Education

Legislative File

File ID No 00-1703
Production Date 2-7-01
Enactment No 01-0022
Enactment Date 02-14-01
By ZK

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent

February 14, 2001

To: Board of Education
From: Dennis K. Chaconas 
Re: **Substitute Teacher Shortage Memorandum of Understanding (MOU)**

Summary:

Due to the severe substitute teacher shortage, the Oakland Education Association (OEA) and the District have tentatively agreed to a Memorandum of Understanding (MOU) to address the shortage. The MOU provides additional pay for teachers who forfeit their conference periods in order to teach a class when a substitute teacher is unavailable.

Background:

During the 1998-1999 and 1999-2000 school years, similar agreements were negotiated with OEA in order to provide teachers in classrooms when substitute teachers were unavailable.

Discussion:

Teachers who agree to teach an additional class period will be paid their pro-rata per diem rate of pay up to a maximum of \$31.77 per hour. Elementary teachers who accept additional students will receive a proportion of \$150.00 per day depending on the number of additional students assigned.

Recommendation:

This MOU provides a viable alternative to the substitute teacher shortage.

Action Requested:

Approval of the Memorandum of Understanding.

OEA Contract Waiver Process

If an effort to cooperate with site program staff participating in the restructuring project, the following policies and procedures for contract waivers have been established.

- I. Development of Waiver Proposal by Worksites:
 - A. Waiver proposals must be developed with knowledge and opportunity for the participation of all OEA represented employees assigned to the site program submitting the proposal.*
 - B. Waiver proposals must be approved by a minimum of two-thirds of the OEA-represented employees assigned half time or more to the site/program submitting the proposal. The approval process shall be conducted by the OEA Building Representative by a secret ballot election.

- II. The OEA President shall appoint a Contract Waiver Panel, subject to the approval of the Executive Board and Representative Council, for the purpose of review and consideration of approval of Contract Waiver proposals. The Contract Waiver Panel shall be composed of:
 - A. Two-OEA Executive Board Members
 - B. One Grievance Committee Member
 - C. One Bargaining Team Member
 - D. One OEA Executive Officer
 - E. Three (3) OEA Association Representatives who are not Board of Directors (separate and apart from the above list).

- III. The OEA President, in appointing members of the Waiver Panel, will keep in mind ethnicity and gender for the purpose of balancing the panel.
 - A. OEA Building Representatives from site(s)/program(s) seeking contract waivers shall submit a completed written “Waiver of OEA Contract Request” to the Waiver panel. The Waiver Contract Request should be used as the application form for proposals and shall be used as the agenda for waiver hearings.
 - B. Requests for Waivers must be present to the Waiver Panel by April 30 to be effective for the following school year.
 - C. Requests for waivers shall be approved /denied within thirty (30) days of submission to the OEA Waiver Panel.

OEA Contract Waiver Criteria Checklist

Following is a listing of the criteria, which will be used for determination of contract waivers:

I. Areas which should be addressed by a site/program in seeking contract waivers should include statements of:

A. Specific contract provisions from which the site/program is seeking a waiver.

All OEA represented employees at a site considering a waiver will receive the Contract Criteria Checklist.

B. The degree of staff involvement in development of the proposal including:

1. A full description of the process used for involving the staff in the development of the proposal.
2. The process used for seeking final approval of the proposal from the full staff.
3. A description of the dissenting opinion, if any, among OEA-represented staff and how such dissent is to be managed.
4. The number of OEA-represented employees at the site and how many of those employees were directly involved in the proposal development.
5. The number of OEA-represented employees formally dissenting from the proposal.

C. How the interests (economic well-being, security, stability and predictability, individual rights, civil rights, health and safety, fair- play, etc.) which are met by the contract provision proposed waiver, will be met absent that specific contract language.

II. Other factors which will be considered by the Contract Waiver Panel include:

- A. The extent to which the contract waiver potentially jeopardizes the rights and security of the dissenting group and other individuals at the building/program.
- B. The impact, if any, on OEA-represented employees at other site(s)/ program(s).
- C. The level of dissenting opinion among OEA-represented employees to the waiver at the site/program.

III. Waiver Approval:

- A. The OEA Contract Waiver Panel shall make its recommendations regarding contract waivers to the OEA Executive Board.
- B. All contact waivers must receive final approval by the OEA Executive Board and Representative Council.
- C. All contract waivers will not exceed one contract year and will expire on August 31.
- D. If there is a dissenting opinion at the site/program, that opinion shall be provided and must include the name of a contact person.
- E. Site(s)/program(s) that have submitted a Contract Waiver Request have the right to send OEA-represented employees to the Waiver Panel meeting and/or the OEA Executive Board meetings. Sites(s)/program(s) that have submitted a Waiver Request that has been denied by the Waiver Panel, have the right to be reconsidered. In order for their waiver request to be reconsidered new information needs to be submitted within fourteen (14) calendar days of denial of the request by the Executive Board or Representative Council.
- F. All OEA Building Representatives will receive a copy of the Waiver Requests submitted to the Waiver Panel, prior to the OEA Executive Board taking action.

IV. Evaluation Review

- A. An evaluation and review of all waivers will be conducted annually by the Waiver Panel and reported to the OEA Executive Board and the OEA Representative Council.
- B. Every site/program will be notified by April 1st that contract waivers will expire at the end of the contract year, unless re-requested.

Approved Rep Council 12/4/00

Request for Waiver of OEA/USD Contract

Note: Please type or print with black ink (important for duplicating).

Site/Program _____

Date of Request _____ (Deadline April 30) for the _____ school year.

Renewal: Yes No

We are requesting waiver of the following ARTICLE(S) and/or section(s) of the Collective Bargaining Agreement between the Oakland Education Association and the Oakland Unified School District.

Voting: All OEA-Represented Staff must be involved in this voting process. You will need a 2/3 majority of the OEA-Represented Staff (members and non- members) to approve the waiver.

OEA-Represented Employees Voting In Favor of Waiver _____

Total OEA-Represented Employees working at the site/program _____
(Attach a list of OEA-Represented Employees - all members and non-members.)

OEA-Represented Employees Voting Against Waiver _____

Total Number of OEA-Represented Employees Voting _____

Describe the intent of the proposed contract waiver.

Did the OEA Building Representative(s) conduct a secret ballot election to seek staff approval for the OEA contract waiver? Yes No

How will the interests (economic well-being, security, stability and predictability, individual rights, civil rights, health and safety, fair play, etc.), which are met by the proposed contract waiver, be met, absent the specific contract language?

What was the nature of the dissenting opinion(s), if any?

Name of the contact person for the dissenting group. _____

How many OEA-Represented Employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

Provide the dates the waiver was discussed with the staff and attach any communications regarding the waiver that was provided to the staff.

Dates _____

Waiver Contact Signature (Must be an OEA member.)

Signature _____

School # _____ Home # _____

OEA Building Representative Signature

Signature _____

School # _____ Home # _____

FORMS

OAKLAND UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES AND SUPPORT

**CONFIRMATION OF CONFERENCE CONCERNING
CONSOLIDATION OF POSITION**

Site

This is to certify that a conference was held on this date to discuss the necessity for consolidation of the position held by the unit member named below.

OEA unit member

Assignment

Employee ID # or Social Security #

Telephone Number

Signature of OEA unit member

Date

Signature of site administrator

Date

- Distribution of Form:
 Consolidatee
 Network executive Officer
 HRSS Generalist
 HRSS Executive Officer
 OEA
 Personnel File



RISK MANAGEMENT BENEFITS OFFICE

1025 2ND Avenue, Rm. 231, Oakland, CA 94606
Bus: (510) 879-8589 Fax: (510) 879-2913

AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

Section One

I, and _____, are domestic partners, and we:

1. are eighteen (18) years of age or older;
2. share a close personal relationship and are responsible for each other's common welfare;
3. are each other's sole domestic partner;
4. are not married to anyone and have been domestic partners for at least the prior twelve months;
5. are not related by blood closer than would bar marriage in the State of California;
6. share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
7. are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership (*Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost*);
8. were mentally competent to consent to the contract when our domestic partnership began.

Section Two

1. I understand that my domestic partner is eligible for enrollment at the time of my hire or throughout the year based on the same eligibility criteria used for other dependents.
2. I understand that this affidavit shall be terminated upon the death of my domestic partner or by a change in circumstance attested to in this Affidavit.
3. I agree to provide written notice to the District's Human Resources Department if there is any change of circumstance attested to in this Affidavit within ten (10) days of the change by filing a Statement of Termination of Domestic Partnership.

Section Three

1. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of a willful falsification of information contained in this Affidavit of Domestic Partnership.
2. We understand that under applicable federal and state income tax law, payments for health coverage of a domestic partner may result in additional imputed taxable income to the employee, with possible withholding for payroll taxes (including income and social security taxes). Consult the District's Payroll Department for further information.

3. We understand that, in addition to the eligibility requirements of the Oakland Unified School District for domestic partner coverage, there are terms and conditions of coverage set forth in the Group Agreement of each health care plan offered through Oakland Unified School District to which we agree to be bound. We acknowledge that, depending on the health care plan we select, the applicable Group Agreement may include, for example and without limitation, (1) a requirement that each of us arbitrate any and all claims, including malpractice claims against the health care plan we choose and its related organizations and providers and; (2) the right of the health care plan to terminate coverage on the grounds set forth in the Group Agreement including, without limitation, termination of coverage due to fraud, and misrepresentation of eligibility. By executing this Affidavit, we agree to be bound by the terms and conditions of coverage of the health care plan selected as asset forth in the applicable Group Agreement, including the arbitration clause, if any.
4. We understand that willful falsification of information contained in this Affidavit will result in the termination of coverage by the health care plan selected for the Domestic Partner. We understand that willful falsification of information contained in the affidavit will result in termination proceedings against the employee.
5. We also certify under penalty of perjury under the laws of the State of California, that the foregoing is true and accurate to the best of our knowledge.
6. COBRA benefits shall not accrue to the Domestic Partner.

(Print Employee Name)

(Print Name of Domestic Partner)

(Signature of Employee)

(Signature of Domestic Partner)

(Social Security Number)

(Social Security Number)

(Date of Birth)

(Date of Birth)

Address

Signature and Seal of Notary Public

(Date)

CONSENT FORM
ACCEPTANCE OF ASSIGNMENT
OUTSIDE CREDENTIAL AUTHORIZATION

I, _____, hereby consent to accept the assignment of _____ which is outside my credential authorization. This assignment is made pursuant to Education Code section _____ or Title V of the California Code of Regulations section _____.

I understand that if I wish to teach this class in the following school year, I must complete the following requires:

Name: _____ Date: _____

The above assignment does / does not require Board approval.

Cc: Principal
Employee
Personnel File

Oakland Unified School District
EVALUATION REPORT FOR CERTIFICATED EMPLOYEES

- Check One:**
 Permanent
 Probationary 1 2
 Temporary Contract
 Substitute ST LT

Classroom Teacher-Form A2

Evaluatee: _____ Soc. Sec. No. (Last four digits only): _____

School Year: _____ Assignment: _____ School/Site: _____

Submitted Objectives: Date _____ Conference Date: _____ Agreement Date: _____

Evaluator's Signature: _____ Evaluatee's Signature: _____

Procedure when agreement cannot be reached, if applicable (refer to collective bargaining agreement)

1. Evaluator and Evaluatee confer by the 30th workday of the evaluatee: _____
2. Evaluator/Site Administrator and Evaluatee confer by the 33rd workday: _____
3. Optional. Evaluator, evaluatee and two conferees meet: _____
4. Evaluator submits written report to Superintendent's designee: _____
5. Superintendent's designee responds in writing by 37th workday: _____

Evaluatee's Signature: _____ Date: _____

Observations:

Pre-Observation Conference Dates: _____; _____; _____; _____; _____

Observation Dates: _____; _____; _____; _____; _____

Post Observation Conference Dates: _____; _____; _____; _____; _____

Comments on evaluation plan, review of progress, changes in objectives, etc.: _____

	Summative Ratings			
	Does not meet standards: unsatisfactory (1)	Does not meet standards: developing (2)	Meets standards (3)	Exceeds standards (4)
Evaluation: <input type="checkbox"/> Interim <input type="checkbox"/> Final				
I. Engaging & supporting all students in learning				
II. Creating & maintaining effective student learning environment				
III. Understanding & organizing subject matter for learning				
IV. Planning & designing instruction/learning experiences for all students				
V. Assessing student learning				
V1. Developing as a professional educator				

Commendations required for rating 4; Recommendations required for ratings 1 and 2: (Use additional pages if necessary)

Recommendation:

Continued Employment Continued Evaluation Dismissal Other Refer to PAR

Evaluator's Signature _____ Date _____ Evaluatee's Signature* _____ Date _____

*Signature does not imply agreement

Procedure to review unsatisfactory rating (refer to collective bargaining agreement)

1. Evaluator and Evaluatee confer by 5th work day in May.
2. Evaluator/Site Administrator and Evaluatee confer by 10th work day in May.
3. Evaluatee submits letter of rebuttal to HRD by 15th work day in May.
4. Superintendent's designee responds within 10 workdays from receiving letter of rebuttal.

Evaluation Report: Approved Disapproved

By: _____ Date: _____

OAKLAND EDUCATION ASSOCIATION
272 East 12th Street
Oakland, CA 94606
(510) 763-4020

OEA File # _____
GRIEVANCE FORM

LEVEL I: Immediate Supervisor

From: _____
Individual or Conferee (if any) School/Work Site

To: _____ **Date Conference Held:** _____
Principal/Unit Supervisor

Detailed Description of Problem (Specify Contract Provisions Violated):

Resolution Desired:

_____ **Date** _____ **Signature**
Date Grievance Received: _____

DECISION:

Signed by Principal/Unit Supervisor

Date Decision Transmitted to the Grievant (s): _____

*** Should an Association member present a grievance to the Employer representing him/herself, the Employer shall inform OEA Executive Director (s)

LEVEL II: Leadership/ Executive Director

To: _____

Date Appeal Received: _____ Date Conference Held: _____

Reason for Appeal:

Decision:

Date

Signed by Level II District Designee

To: _____

Date Appeal Received: _____ Date Conference Held: _____

Reason for Appeal:

Decision:

Date

Signed by Level III Superintendent Designee

Date appealed to arbitration: _____

OAKLAND UNIFIED SCHOOL DISTRICT

TEACHER-INITIATED PUPIL SUSPENSION REPORT

To: SCHOOL PRINCIPAL

(Check one or both)

- The remainder of this school day
- An additional school day

REASON FOR SUSPENSION:

- 1. Continued willful disobedience
- 2. Habitual profanity or vulgarity
- 3. Open and persistent defiance of authority
- 4. Assault or battery upon a student
- 5. Continued abuse of school personnel
- 6. Assault or battery upon school personnel
- 7. Any threat of force or violence directed toward school personnel at any time or place (if related to school activity or attendance)
- 8. Smoking or having tobacco on school premises
- 9. Willful cutting, defacing or otherwise injuring in any way any property, real or personal, belonging to the school district

DESCRIBE IN DETAIL WHAT HAPPENED TO WARRANT THE SUSPENSION:

I understand that a suspension letter to the parent will be prepared for my signature and I assume the obligation of meeting the parent and student upon the student's return at :

_____ on _____, 200__
(Time) (Date)

(Signature of Teacher)

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