

AGREEMENT

BETWEEN



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

AND

**OAKLAND CHILD DEVELOPMENT
PARAPROFESSIONAL ASSOCIATION**

Representing

Child Development Centers

Instructional Assistants

For The Period

July 1, 2021 – September 30, 2023

Bargaining Teams

OUSD

Jenine Lindsey

Gia White

Andrew Smith, Jr.

Diana Magana Bolanos

OCDPA

Ben Fuchs

Phyllis Copes

Donneve Reid

Antonio Brooks

Dan Augustine

Gloria Broussard

Jason Gilbertson

Leticia Araujo Perez

Melvin Phillips

Munera Moshin

Trish Belenson

Ronda Golsby

Frederick Trotter

SUPERINTENDENT

Dr. Kyla Johnson-Trammell

Board of Education

Gary Yee

Sam Davis

Aimee Eng

VanCedric Williams

Mike Hutchinson

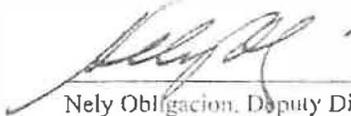
Shanthi Gonzalez

Clifford Thompson

IN WITNESS THEREOF, the parties have executed this Agreement on the 14th day of
October 2022.

FOR THE DISTRICT


Jenine Lindsey, Executive Director
of Labor Relations

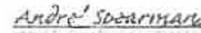

Nely Obligation, Deputy Director of
Advocacy and Internal Organizing


Kaden Kratzer, Schools Director


Gia White, Labor Relations Coordinator

FOR OCDPA/SEIU 1021


Phyllis Copes, President


Andre Spearman, Field Representative

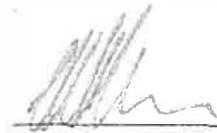

David Canham, Executive Director SEIU
Local 1021

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ARTICLE 1 - AGREEMENT

A. Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Oakland Unified School District, hereinafter referred to as "District", and the Oakland Child Development Paraprofessional Association/SEIU 1021, hereinafter referred to as "Union" or "Association", as the exclusive bargaining representative for all classified employees holding those positions described in Article II - Recognition.

B. Legality

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

ARTICLE 2 - RECOGNITION

The Union is recognized by the District as the sole and exclusive representative for the Child Development Centers' paraprofessional employees covered by this Agreement. Such employees shall be those regularly employed in the classifications listed in Attachment 1 of this Agreement and any newly created CDC - IA classifications that are not management, Supervisory, Confidential, restricted or exempt.

ARTICLE 3 - DEFINITIONS

Unless otherwise defined specifically in this Agreement, the following definitions shall be utilized:

- A. Act or EERA means Chapter 10.7, Section 3540-3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- B. Agreement or Contract means all provisions of this document.
- C. Anniversary date is the date upon which a unit member is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment or the date of the last salary step advancement.
- D. Assignment means the initial placement of an employee in a position in the bargaining unit.
- E. Board means the Board of Education of the Oakland Unified School District.
- F. Budget year and the school year are July 1 through June 30.
- G. Classification means that each position in the bargaining unit shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, and a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Ed Code 45101)
- H. Day shall be defined as any day on which the headquarters of the District is open for business.
- I. Demotion means the assignment to an inferior position or status, without the employee's written consent.
- J. Differential Compensation is either a reduction in the number of hours required to be actually worked or an increase in salary. (Ed Code 45180)
- K. District or Employer is defined as the Board of Education of the Oakland Unified School District, the District Superintendent of Schools, or designated representative of the Superintendent, hereafter referred to as the "District".
- L. Exclusive Representative and/or Association means the Oakland Child Development Paraprofessional Association.
- M. Full-time employee is defined as a regular employee who is scheduled to work seven and one-half (7-1/2) hours per day and five (5) days per week.
- N. Immediate family means the mother, father, grandmother, or grandfather of the employee or of the employee's spouse and the employee's spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, or any person living in the immediate household of the employee. Expansion of the

definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent or his/her designee.

- O. Close Relative means an aunt, uncle, first cousin, niece, or nephew not living in the immediate household of the employee.
- P. Meeting and negotiating means meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach an agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which documents shall, when accepted by the exclusive representative and the District, become binding upon both parties.
- Q. Paid leave of absence means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments provided during the leave.
- R. Part-time employee is a regular employee who is scheduled to work less than 7-1/2 hours per day or five days per week.
- S. Per Diem or Daily Rate of Pay is a unit member's annual salary divided by the number of work days in the unit member's work year.
- T. PERB means the Public Employment Relations Board.
- U. Permanent employee means an employee who has completed the required probationary period in the classification in which employed.
- V. Probationary employee is a unit member who has accrued no seniority in any classification in the District and shall be in a probationary status until he/she has completed six (6) months in a paid status.
- W. Probationary period is defined as a full six-calendar-month period of service. Such period of service commences on the date of hire, as indicated in the Personnel Actions approved by the Board. Only that time spent in active service for the District shall count toward the completion of the probationary period.
- X. In the event a new employee is absent from service, the probationary period shall be extended on a day-to-day basis.
- Y. Promotion is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.
- Z. Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position. (Ed Code 45101)

AA. Regular employee is defined as a unit member covered by this Agreement with probationary status, permanent status, full-time assignment, part-time assignment but shall not include temporary, short-term, restricted exempt or student employees.

BB. Seniority is defined as hours worked in paid status by probationary or permanent employees. Overtime hours are not counted. Seniority is accumulated in any classification in which the employee holds regular paid status. Employees who move to an equivalent or higher classification also continue to accumulate seniority in the former (equivalent or lower) classification. Employees who move to a lower classification retain their seniority in their former (higher) classification.

CC. Substitute employee is defined as any person employed to replace a bargaining unit member who is temporarily absent from duty.

DD. Transfer is the movement of a unit member from one work site to another work site within the same classification, or from one classification to another classification having comparable levels of duties and responsibilities and the same maximum rate of pay.

EE. Unit member means any employee who is included in the bargaining unit as defined in Article 2 and is therefore, covered by the terms and provisions of this Agreement, except as otherwise provided herein.

FF. Vacant Position is defined as a bargaining unit position available to be filled after all direct assignments, and reassignments have been made and from which no probationary or permanent employee is on paid or unpaid leave.

GG. Outsourcing of Union Positions via Layoff (both contracts)

The District will exert its best efforts to afford unit members subject to layoff the broadest possible choice in readjusting. The District will discuss with the unit member all alternatives for the purpose of allowing the unit member to make the most informed decision possible, as outlined in the 1976 "Layoff Procedures for Classified Employees," under item 2. Such alternatives may include classifications funded by third parties.

ARTICLE 4 - NON-DISCRIMINATION

The District and the Union shall not discriminate against an employee covered by this Agreement on the basis of race, color, religious creed, age, sex, national origin, ancestry, political affiliation, domicile, marital status, actual or perceived sexual orientation, pregnancy disability, medical condition, Vietnam-era veteran status, or membership or participation in the activities of the Union. Disabled employees may request a reasonable accommodation.

ARTICLE 5 - CLASSIFICATION

A. Duties and Responsibilities

All unit members have, and work under, a particular classification, which outlines the duties and responsibilities of that position.

B. Job Descriptions

Job Descriptions may be developed by the District. Salaries attached to each job description shall be negotiated by the District and the Union. Copies of job descriptions shall be made available through the Human Resources Division.

C. SEIS Access

The Parties recognize the importance for Instructional Assistant ("IA") to have access to all relevant information in order to fully understand the specialized needs of the student populations with which they work. In order to ensure that this occurs, the District shall promptly and fully consider all requests from bargaining-unit employees in the classifications of Instructional Assistant for view-only access to the District's Special Education Information System ("SEIS"). Access shall only be provided as permitted by law.

The District shall not arbitrarily or capriciously deny such requests for SEIS access. The District shall provide a written explanation justifying its denial of any such request within 30 business days of its denial of any such request.

ARTICLE 6 - HOURS OF EMPLOYMENT

A. Purpose of Article

The purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages and for the administration of hours of work relative to unit members. Subject to statutory provisions and provisions of this agreement to the contrary, the District's pay records, practices and procedures shall govern the payment of all wages.

B. Hours

1. The standard work week consists of five (5) consecutive workdays within a seven (7) day period. Full-time assignments are seven and one-half (7-1/2) hours within an eight (8) hour day. Part-time assignments are less than seven and one-half (7-1/2) hours per day, with a guaranteed minimum of three (3) hours. (Such assignments are limited to 3, 4, or 6 hours).
2. The District reserves the right to make split assignments consistent with the Child Development Center's needs to meet the required adult/child ratios. Bargaining

unit members who hold six (6) hour continuous assignments at the time of the signing of this agreement shall not be required to work a split shift unless such assignment is made during the periods of June 15 to July 15 or September, the start of school, to October 15.

3. When the adult/child ratio is in a non-compliance ratio, the District may temporarily adjust the beginning and ending time of the unit member(s) work shift, providing that such adjustment does not reduce the number of hours per day and does not result in a split shift assignment.
4. Temporary adjustments of work schedules for the time when the K-12 program is not in session can be made for periods of up to ninety (90) days consistent with the Child Development Center's needs to meet the required adult/child ratios.
5. Temporary adjustments of work schedules provided for in sections 6.B.3 and 6.B.4 of this agreement shall affect only employees within the affected work site.

C. Rest Periods

1. Full-time regular employees are entitled to two (2) 15-minute rest periods, one in the first half of the workday and one in the second half of the workday.
2. Part-time regular employees who work four continuous hours per day or more shall be entitled to a 15-minute rest period during the three-or-more hour work period.
3. Rest periods shall be scheduled by the immediate supervisor and shall not be used to lengthen the unit member's lunch period, shorten the regular workday or compensate for lost time.

D. Meal Periods

Employees scheduled to work five hours or more in one day on a normal daytime assignment shall be entitled to a duty-free meal period without payment of at least 30 minutes, which shall be scheduled by the immediate supervisor. Employees with medical needs are afforded a modified lunch period. This period will not exceed the period afforded to other unit members. Employees requesting a modified lunch period due to medical reasons may be required to submit medical verification.

E. Overtime/Extra Time

1. Overtime and extra time may only be performed upon assignment by a supervisor/department head authorized to make such assignments. Overtime and extra time shall be performed at the work site. Field trips shall be construed as work site assignments. Overtime and extra time shall be offered to unit members as provided for in section E.4 of this article.

2. Overtime is time worked in excess of the normal full-time workday or workweek or the job, class, or group classification. Overtime shall be paid at 1-1/2 times the straight rate of pay of the employee designated and authorized to work or suffered or permitted to work. Full-time and part-time employees who work the 6th and 7th consecutive days of a work week shall receive overtime for all such time worked in accordance with applicable Education Code Sections and the Fair Labor Standards Act.
3. Extra time is time worked by part-time unit members in excess of the unit member's regular daily and/or weekly work schedule, but less than the daily and/or weekly work schedule of a full-time employee. Extra time shall be paid at the straight-time rate of pay of the employee performing the extra work.
4. In the event that needs arises for overtime and/or extra time at a site, Site Supervisors shall first seek volunteers to perform the needed duties. If the qualifications and abilities are equal, seniority will prevail in who will receive the assignment. The District agrees to provide the Site Supervisors with a seniority list. In the event that all unit members decline the assignment, the unit member possessing the least seniority will be assigned.

F. Weekend Assignments

In the event that a program is established requiring regular weekend work, the Union and the District will negotiate a fair and equitable system for the assignment of employees for the weekend operation.

G. Increased Hours

Unit members shall be offered increased hours of daily assignment in lieu of posting vacancies for part-time positions, provided that the complete position can be allocated. Increased hours shall be offered in conformance with section E.4 of this article.

ARTICLE 7 - HOLIDAYS

A. General Holidays

All regular employees who qualify shall receive legal holidays as approved by the Board of Education and adopted in the District calendar.

If the CDC is closed on any of the Holidays, such days shall be considered paid Holidays, and unit members covered by this Agreement shall be paid accordingly.

B. Saturday/Sunday Holidays

When the Holiday falls on a Sunday, the following Monday shall be deemed the Holiday. When the Holiday falls on a Saturday, the proceeding Friday shall be deemed the Holiday.

C. Other Holidays

All unit members shall receive, as paid Holidays, all days declared by the President, Governor of this state, or Board of this District to be days of the public feast, mourning, thanksgiving, or holiday.

D. Holiday Eligibility

1. Regular employees shall be entitled to paid holidays provided they work their full scheduled shift on the workday immediately preceding or succeeding the holiday unless the employee is on scheduled vacation that has been approved in advance. Regular employees not normally assigned to duty during winter recess shall be paid for legal and declared holidays that occur during winter recess, provided that they are in a paid status during any portion of the workday of their normal work assignment immediately preceding or succeeding the recess period.
2. Full-time regular employees who qualify for a paid holiday shall receive a normal straight-time rate of pay for the holiday observed. Part-time regular employees who qualify for a paid holiday shall receive the straight-time rate of pay for that portion of the day the part-time employee would have been scheduled to work had the holiday not occurred. Regular employees who work for the District on a holiday shall be paid for all time so worked at the rate of time and one-half in addition to the regular pay received for the holiday.
3. Employees covered by this Agreement shall receive the Holiday as a day off work, or Holiday pay if the employee is required to work such day, for all days provided herein providing such employees are in a paid status on all or part of the workday immediately preceding or following the Holiday or the Holiday period.

ARTICLE 8 - VACATIONS

A. Eligibility

1. Unit members shall earn paid vacation time under this Article. Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during this fiscal year.
2. Unit members in a regular work status who work less than 7-1/2 hours per day will have their vacation time pro-rated.

3. Earned vacation shall become a vested right after six (6) months of employment.

B. Entitlement

Permanent unit members are entitled to vacation benefits. Vacation time shall be earned on a monthly basis in accordance with the following schedules:

| Years of Continuous Employment | Vacation Benefits |
|--------------------------------|-------------------|
| 1 to less than 4 years | 10 workdays |
| 4 to less than 10 years | 15 workdays |
| 10 to less than 25 years | 20 workdays |
| 25 or more | 25 workdays |

C. Scheduling

1. Vacations shall be scheduled in accordance with the following provisions:
2. Vacations must be scheduled by June 10th of each year for vacations to be taken in July, August, and September. Vacation requests for the remainder of the year must be submitted no later than September 1st of each year.
3. Unit members taking an unpaid leave of absence in conjunction with vacation leave must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.
4. The minimum vacation leave permitted at any one time shall be in half-day units unless a shorter period of time is required to exhaust an accumulated vacation balance.
5. When two or more unit members request the same vacation days and a mutual agreement has not been reached, the unit members concerned may request a conference with the site administrator. The site administrator will schedule a conference within five (5) days of the request before seniority is invoked. No more than 50% of unit members at a site may take a vacation at the same time. When the vacation schedule is mutually agreed upon with the site Administrator, it may not be changed except when the unit member shall be entitled to reschedule their vacation days in emergency situations, such as extended personal illness, injury, or emergencies related to members of their families or other unforeseen circumstances.

D. Accumulation and Use

1. Unit members shall have their earned vacation for the fiscal year credited to their account each July 1. Employees must take a minimum of ten (10) days of vacation per year. Employees hired after July 1 must use their full prorated vacation during the year. Employees who have a vacation balance exceeding

ten (10) days, may receive approval to substitute for themselves at their current rate of pay. Request to substitute for self must be submitted to the ECE Director, or designee, in writing on or before July 15th for the current fiscal year. Requests shall be approved on the date the order is received. Requests will not be approved if there is any negative instructional impact on the program.

2. Vacation not used by unit members who have rendered more than five (5) years of active service may, by written request, accrue to a maximum of ten (10) days of earned vacation for use in the next fiscal year.
3. A unit member with ten years or more of active service may, for the sole purpose of special trips or events which are planned for the following year, request in writing a carry-over of twenty (20) days of vacation for said trip/event. Such requests shall be granted with the provision that the request is an exception to the established carryover policy, is for the benefit of an employee only for special trips/events, and must be taken during the following year.
4. Vacation credit in excess of the permitted accrual, as a result of the District's having prevented the employee from taking earned vacation, shall be granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and July 1 immediately following said employment date

E. Probationary Employees

Upon completion of the probationary period and attainment of permanent status, a unit member shall be granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and July 1 immediately following said employment date.

F. Separation/Termination

1. Upon resignation, retirement, termination, or extended leave of absence, the following provisions shall be made for vacation due to permanent unit members.
2. The unit member shall be entitled to cash-in-lieu of vacation leave for vacation earned but not taken as of the date of separation from employment.
3. Unit members who have already received the full vacation for the fiscal year in which separation from employment occurred, shall have the difference between vacation time taken and prorated entitled vacation deducted from the last pay warrant or shall be required to reimburse the District for the difference. The effective separation date for such employees shall be the last

day worked, or if ill, the last paid day. The amount of vacation due will be based on the number of months in which the employee was paid for at least twelve (12) workdays between the previous July 1 and the termination date.

4. Unit members who have not completed three (3) full calendar months of active service since the date of probationary employment, and/or obtained permanent status, shall not be entitled to vacation pay at the time of termination. Unit members who have already received a paid vacation shall be liable for repayment of all salary received for such leave. Such repayment shall be paid to the District within thirty (30) days of notification.
5. Unit members who take an extended leave of absence which lasts through the remainder of the fiscal year shall be entitled to the same vacation as would have been received had there been a separation instead of a leave of absence. Upon return from an extended leave of absence, employees who did not receive a prorated vacation payment at the beginning of the leave shall be given credit for vacation earned but not received for service prior to said leave.

ARTICLE 9 - LEAVES

Unit members shall be eligible for the leaves of absence enumerated below, subject to the specific rules, requirements, and conditions set forth for each type of leave. A leave of absence may be paid or unpaid. Unless explicitly provided for below, no service credit shall be given for time spent on unpaid leave.

A. Sick Leave

Sick leave is a paid leave of absence granted by the District because of temporary disability due to personal illness, injury, accident, or other cause.

1. Unit members who are absent from work because of illness or injury shall be entitled to sick leave pay subject to the following terms and conditions:
2. Each unit member is entitled to twelve days of sick leave per fiscal year, subject to the provisions of this article. Credit for sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the year.
3. Payment for sick leave shall be at the rate which the unit member would have received had he/she worked during the period of sick leave.
4. Doctor and/or dentist appointments may be charged to sick leave when they cannot be scheduled beyond employees' work hours.
5. Sick leave shall be charged in one-quarter hour increments.

6. Unused sick leave shall be accumulated and carried over from year to year without limit while a unit member is in paid employment status in the District, except that no days of sick leave shall accrue or accumulate while a unit member is on an unpaid leave of absence.
7. Unit members employed for less than a full fiscal year and/or less than five (5) days per week are entitled to that proportion of leave as the number of time worked bears twelve (12) months. No payment shall be made under any circumstances for sick leave accumulated but not used. Upon retirement, accumulated sick leave shall be credited to the retirement account of unit members belonging to the Public Employees Retirement System (PERS).
8. Unit members shall have all annual sick leave days to which they are entitled credited to their sick leave accounts on the first working day of each fiscal year, and shall be eligible to use such days at any time during the year.
9. In the event a unit member who terminates employment with the District has used more days of sick leave than available through provisions provided by this agreement, such unit member shall be liable for repayment of all salary received for such days. Such repayment shall be paid to the District within thirty (30) days of notification.
10. An absence due to personal illness or injury which exceeds five days shall be supported by a written statement of a licensed physician stating the first date of disability (in the physician's best judgment), last date of disability, and the first date on which the unit member is able to return to duty. A physician's statement shall be submitted for absences of a shorter duration if required by the site administrator based upon a pattern of absences or when there is a reasonable belief that no valid grounds exist for the unit member's claim for sick leave. If so required, the unit member shall be given written notice in advance, except in exigent circumstances. Upon such notification, failure to provide said verification may result in non-payment and/or disciplinary action.

When the District has a reasonable belief that the employee's condition may have caused him or her to be unable to perform work-related functions or is a danger to the health and safety of the workplace, the District shall require a written statement by a licensed physician attesting that the employee is capable of fully performing the essential functions of his/her job, the first and last date of disability and the date the employee is able to return to duty.

11. Unit members shall not undertake any form of employment while on sick leave.
12. Except as provided by the terms of this agreement, sick leave shall not be used during leaves of absence.

13. Employees who receive workers' compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments, in addition to workers' compensation benefits, do not exceed the employee's salary at the time of injury.
14. Unit members absent on sick leave shall contact the District's substitute office to indicate that they are returning to work the day before doing so in order that a substitute will not be hired for that day. If a unit member fails to comply with this provision, and the District has employed a substitute for that day, the District, at its discretion, may place the unit member on leave without pay for that day.

B. Exhaustion of Sick Leave – Extended Illness

A unit member with more than six (6) calendar months in regular paid status and permanent status shall be credited with one hundred (100) working days per year in accordance with the provisions of sections 1 and 2 below. The unit member shall receive the difference between his/her pay and the amount of substitute pay.

1. A physician's statement confirming the employee's illness must be submitted to the Payroll Office for each occasion for which such leave is requested.
2. A unit member must have been in a paid status for at least one workday in a fiscal year before qualifying for credit for leave as provided in B of this article.

C. Illness During Vacation

A unit member who is hospitalized or becomes ill, or suffers an accident while taking vacation days, and who has been unable to perform normal duties on those days, as certified by a licensed physician's written statement, may request that the days be charged against the unit member's sick leave instead of vacation. The request must be in writing, must be accompanied by the physician's statement, and must be approved by the unit member's immediate supervisor in order to be granted.

D. Personal Necessity Leave

1. Unit members may use, at his/her election, unused illness/injury leave for the purpose of personal necessity leave.
2. Unit members shall submit a notification for personal necessity leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.
3. A maximum of four (4) days of accumulated sick leave in a school year may be used for personal reasons. The unit member may take such leave without

obtaining advance permission and without having to state any reasons for such leave.

E. Industrial Injury and Illness Leave

Industrial leave shall be provided in accordance with all prevailing laws and the California Education Code.

1. A unit member who is absent from duty because of a disability caused by an on-the-job injury or illness shall be granted occupational leave for a period not to exceed sixty (60) days in any fiscal year or for any single injury or illness.
2. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last date for which disability indemnity is received from the District's office of insurance programs. Occupational leave shall be reduced by one day for each day of authorized absence regardless of disability payments made by the District's office of insurance programs.
3. No unit member on occupational leave shall be entitled to receive salary payments from the District which, when added to the disability payments received from the District, exceed the unit member's normal daily and monthly rates. Sick leave and/or vacation leave shall be reduced by the amount necessary to provide for a full day's wage or salary which is added to disability benefits.
4. Only absences which are supported by a certificate from a licensed physician and which have been verified by the District's Workers' Compensation Office to be the result of a duty-connected injury or illness shall be eligible for payment under the provisions of this section. Any absences that cannot be so verified shall be charged against the unit member's sick leave and other appropriate leave except that in the event the employee successfully appeals the District's determination to deny benefits under this section, all such leave shall be reinstated to the appropriate accounts.
5. Eligible absences shall include absences caused by exposure to childhood communicable diseases when supported by a physician's certificate and verified by the District's Workers' Compensation Office as being worked connected. Childhood communicable diseases include but are not limited to measles, chicken pox, whooping cough, mumps, German measles, scarlet fever, ringworm, pink eye, and lice.
6. The District's report of an industrial injury or illness shall be kept on file in the District's Workers' Compensation Office.
7. The benefits provided in Section 1 of this Article are in addition to sick leave benefits earned under section 2 of this Article.

8. Absences due to occupational leave shall not be considered an interruption in the service of the employee.
9. Should a unit member's disability due to an occupational injury or illness extend beyond sixty (60) days, the unit member shall be eligible to use accrued vacation leave, accumulated compensatory time, sick leave and/or extended sick leave until temporary disability payments cease, until the unit member returns to work, or until sick leave and extended sick leave are exhausted, whichever comes first. Employees exhausting all available leave and not yet released to return to work shall be placed on a reemployment list for a period not to exceed thirty-nine (39) months.

F. Parental Leave

Pregnancy Leave

Procedures to be followed when applying for a pregnancy leave are

1. A letter from the employee's physician verifying pregnancy and approximate delivery date shall be filed in the Human Resources Division.
2. The employee shall have her physician verify the period of time she is disabled and cannot perform the functions of her assignment. Any employee may use sick leave; or when exhausted, extended illness leave, or vacation where applicable, during the period stated.
3. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.
4. At any time an employee is absent as a result of her physical disability arising out of her pregnancy, the District, at its expense, may request a doctor's verification of her inability to render service to the District.
5. In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District and not as an unpaid leave immediately preceding the disability.
6. An employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty when she is physically able to render full and complete service to the District.
7. Upon returning to duty, the employee shall provide a doctor's verification that she is physically able to render full and complete service to the District.
8. During this period of leave, employees shall have District contributions to cover fringe benefits for health, dental, and life insurance.

9. In addition to the above, an employee 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.
10. For a normal pregnancy, a paid leave of absence for six (6) weeks shall be granted to permanent unit members surrounding the time of confinement. During this period, unit members may use accrued sick, vacation, or extended illness leave. Upon return to duty from a normal pregnancy leave, the unit member shall be returned to her prior position.
11. All requests for pregnancy leave shall be submitted by the unit member together with an accompanying physician's certification confirming the date of delivery.
12. In the event the pregnancy is abnormal, additional paid pregnancy leave may be granted for any period as certified by the employee's physician provided she has an abnormal and involuntary complication of pregnancy, including but not limited to, puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy or toxemia. Upon return to duty from abnormal pregnancy leave of more than 30 days, the employee shall be placed in her prior position if vacant or in a comparable vacant position.
13. Requests for additional leave resulting from complications after delivery shall be accompanied by certification of the disability from the unit member's physician including the anticipated length of absence. When such requests are made, the District reserves the right of medical review. In cases where the District feels there is no disability, the District may refer the unit member to its medical consultant. If the District consultant's determination is contrary to the unit member's physician's determination, the consultant and the physician may select a mutually agreed-upon third physician to determine the employee's condition; or a physician, competent in the area of concern, may be selected by the employee and the District from a list of three (3) physicians supplied by the medical association of Alameda county, to determine the employee's fitness to return to work. The cost of such examination shall be borne by the District.
14. Unit members must submit a physician's statement confirming the unit member's disability every two weeks in order to be eligible for paid leave under section
15. Prior to returning from leave, the employee shall provide a physician's statement certifying that she is able to return to duty.

Child-Rearing Leave

The District may grant an unpaid leave of absence, up to one (1) year, to a unit member for the purpose of raising his/her natural or adopted child.

Birth Leave

A unit member may be granted one (1) day of paid leave on the day of the birth of his/her child and he/she shall be granted one (1) day of paid leave when the mother and/or the child leave the hospital. A unit member adopting a child shall be granted one (1) day paid leave of absence on the day that the child is received into his/her custody.

G. Military Leave

The District shall abide by the provisions of the applicable Federal and State Laws relative to leave for military duty.

H. Bereavement Leave

Every unit member is entitled to a paid leave of absence, not exceeding three days, if necessary travel is less than two hundred miles or five (5) days when necessary travel exceeds two hundred (200) miles for one-way travel, on account of the death of a member of his/her immediate family, as defined in Article 3. A unit member shall be granted paid leave not to exceed three (3) work days on account of the death of a close relative. For purposes of this section, a close relative is defined as an uncle, aunt, first cousin, niece, or nephew.

I. Jury Duty Leave

Unit members shall be granted leave for jury duty when called upon for such duty by the proper authorities in the State of California. Salary shall be paid in the amount of the difference between the unit member's regular earnings and the sum received by the unit member as juror's fees. The unit member shall be allowed to keep all expense money over and above the juror's fee. Unit members fulfilling jury duty obligations shall not be required to report to work during any day he/she is scheduled to fulfill jury duty time. To substantiate the leave request, the employee shall submit a copy of the summons to jury duty and, if received, the endorsed 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.

J. Study Leave

Study leave may be granted by the Board of Education for up to a maximum of one year for the purpose of further education leading to state certification in the field of teaching.

1. Qualifications

A unit member on study leave shall be required to satisfactorily complete a minimum of twelve (12) semester units of credit in an accredited college/university within a one-year period. The unit member must submit verification of enrollment at the college/university for each quarter/semester in which the unit member is enrolled. At the conclusion of the leave, an official transcript of work taken must be submitted to the Human Resources Division within forty-five (45) days after return to duty.

2. Student Teaching

To obtain leave for the specific purpose of student teaching, the employee must present evidence to the District at least one (1) month prior to the student teaching assignment verifying the proposed student teaching placement including the length of time required for such a leave.

3. Return From Student Leave

Upon return from study leave, the unit member shall be returned to the original position held prior to such leave.

K. Personal Leave

Effective July 1, 2006, a maximum of four (4) days of personal leave without loss of pay per fiscal year shall be granted to each permanent unit member for use for personal reasons, subject to the following provisions:

1. Requests for use of personal leave shall be made in writing at least three (3) days prior to the commencement of the leave. Exceptions to the three (3) days advance notice requirement may be made if the reason for the leave is verified to be an emergency reason which prevented advance notice.
2. Personal leave may be used to extend holiday or vacation leaves.
3. The District shall determine how many unit members may be absent for personal reasons on any given day.

L. Emergency Leave

A unit member may be granted a paid leave of absence of one hour or less for emergency reasons when authorized by the superintendent or designee. Such leave shall not be reported as a loss of time on the daily time sheet.

M. Leave to Seek and/or Hold Public Office

1. A unit member may be granted a part-time or full-time unpaid leave of absence for the purpose of campaigning for public office. Such leave shall not affect in any way the unit member's service credit or salary placement.

2. A unit member elected to a part-time public office shall inform the superintendent of the frequency and the time of absences that will be necessary to fulfill the responsibilities of the office. If deemed appropriate by the superintendent, the unit member shall be assigned to less than full-time duties by mutual agreement if the duties of the office require absences of more than two days per month, and the salary paid to the unit member shall be appropriately prorated. If no mutual agreement is reached on less than full-time duties, the unit member shall be granted and accept a full-time unpaid leave.
3. A unit member elected to a full-time public office shall be granted and accepted an unpaid leave of absence for the duration of his/her term of office. After the term of office expires, every reasonable effort shall be made to return the unit member to his/her original assignment or to a similar assignment. If the term of office is one year or less, the unit member shall be returned to the assignment held prior to the election, unless reassigned by the superintendent in accordance with the education code and District policies and regulations for reasons not related to the holding of the public office. Experience while on leave to seek and/or hold public office shall be credited on the salary schedule on a year-for-year basis to a maximum of five years. In case of election to the State Legislature, the provisions of Education 44981 shall apply.
4. Salary deductions for part-time leave of absence to seek or hold public office shall be prorated on the basis of the unit member's normal daily rate, calculated by dividing the number of regularly scheduled workdays into the annual salary.

N. Leave to Attend to Outside Remunerative Business

A unit member may be granted an unpaid leave, not to exceed ten days in any fiscal year, to attend to outside remunerative business. No such leave shall be granted in either the first or last week of a semester.

O. Family and Medical Leave

The District shall provide leave consistent with the Family and Medical Leave Act of 1993.

P. Family/School Partnership Leave

Unit members shall be permitted to utilize this leave for participating in events, or parent conferences at the school for which his/her child, or child for which the employee has legal guardianship, is enrolled in grades K-12. This leave is limited to eight (8) hours during any calendar month and up to a maximum of forty (40) hours during each school year. This leave is unpaid unless the employee elects to utilize vacation, or accrued compensatory time. Unit members must provide a request for leave at least four (4) days in advance for being granted approval of this leave. Less advance notice shall be

accepted and leave approved when there exist extenuating circumstances. The District may require verification of unit members' participation in the school's activities.

Q. Other Unpaid Leave

1. A leave of absence of one (1) day or less may be granted with prior authorization by the appropriate department head.
2. A leave of absence for a period of thirty (30) working days or less may be granted by the department head and shall not involve loss of position.
3. A leave of absence in excess of thirty (30) working days but no more than one full calendar year may be granted with the approval of the Board of Education to permanent employees with three or more years of service. Unit members having received District approval for a leave of absence not exceeding 195 days shall be allowed to return to his/her position. Unit members having District approval for a leave of absence that exceeds 195 days shall be offered an assignment as availability occurs.

R. General Conditions:

Unit members who violate the terms and conditions of the written permission for leave of absence, or who fails to report ready for work when the leaves expire, shall be subject to disciplinary action up to and including discharge. A leave of absence may be revoked by the Superintendent or the Superintendent's designee when required for the best interests of the District. During leaves of absence for a full calendar month or longer, unit members will not receive District contributions to insurance plans. Additionally, unit members will not accrue sick leave, vacation, or other benefits during the periods of absence. A decision to grant, deny or revoke a leave of absence without pay or an extension thereof shall be final and conclusive. Leave without pay is granted at the sole discretion of the District. Failure of the District to approve such leave shall not be subject to the grievance procedure.

S. Return from Leave

Any unit member who refuses to accept an assignment within 39 months of the last day of his/her leave shall be considered to be terminated from District employment and shall have no further re-employment rights or employment status.

ARTICLE 10 - COMPENSATION

A. Salary Increases and One-Time Compensation

Salary Increases (historical)

1. For the fiscal year 2012-2013, there is no change in the unit members' wage rates and salary schedules. If any represented/unrepresented employee group and/or

bargaining unit receive a wage increase during the fiscal year 2012-2013, the District agrees to negotiate a wage increase for the OSEA represented bargaining unit employees.

2. For the fiscal year 2014-2015, there shall be a reopener on salary.6.
3. Effective July 1, 2003, the salary schedule reflects a 258-day work year. The salary schedule for unit members shall be appended to this Agreement as Attachment 1. The salary schedule provides movement upward from one step to the next based on the length of service with the District. Movement upward in range occurs as employees complete qualified units which meet the minimum level of the next range. Initial placement is normally on Range 1. Upon review of qualified units, a unit member may be placed on a range above Range 1. Qualified units are credits granted for courses directly related to child development programs and which are taken at an accredited community college, college, or university.

One Time Compensation FY 2022-23

1. All unit members shall receive a one-time off-schedule payment equal to 6.0% of their annual base salary. The off-schedule payment shall be disbursed within 60 days of the District's receipt of one-time dollars from the state or federal government for operating schools during the COVID-19 pandemic or within 60 days of ratification of the Agreement by SEIU and OUSD, whichever date is sooner.
2. In light of the change/increase in workload due to the COVID-19 pandemic, for the 2020-21 school year, in addition to the one-time compensation outlined above, unit members employed by the District at the time of ratification of this Agreement by the Board of Education shall receive one-time compensation as follows:
 - i. A one-time off-schedule payment of \$1,500.00 to unit members with a 0.5 FTE or greater. Unit members with less than a 0.5 FTE shall receive a one-time off-schedule payment of \$850.00.
 - ii. In lieu of a stipend for the purchase of safety-related equipment or supplies, (i.e., hand sanitizer, high-quality masks, COVID-19 tests, etc.), a one-time off-schedule payment equal to \$200.00 to all unit members.
 - iii. In lieu of a personal day (for mental health), all FTE unit members shall receive a one-time payment equal to their daily rate of pay.
3. The compensation outlined in this section is specific to the unique circumstances of the 2021-22 school year and is non-precedential.

Ongoing Compensation

1. Effective July 1, 2022, all unit member salary schedules shall be increased by 6.0%.
2. Effective September 1, 2023, all unit member salary schedules shall be increased by 2.25%.

All compensation included in this section is contingent upon a determination by the Alameda County Office of Education that the combined financial impact of all tentative agreements with OUSD labor partners reached in the 2021-2022 school year does not endanger the fiscal well-being of the District. The Board's ratification of the agreement shall occur within 15 days of receipt of the AB 1200 letter from ACOE with such a determination.

Me-Too-Clause: If any represented/unrepresented employee, group, and/or bargaining unit receive a wage increase, the District agrees to negotiate a wage increase for the OSEA/OCPDA represented bargaining unit employees.

B. Salary Increments (Steps and Ranges)

1. The salary schedule for unit members shall be appended to this Agreement as Attachment 1. The salary schedule provides movement upward from one step to the next based on the length of service with the District. Movement upward in range occurs as employees complete qualified units which meet the minimum level of the next range. Initial placement is normally on Range 1. Upon review of qualified units, a unit member may be placed in a range above the normal initial placement range. Qualified units are credits granted for courses directly related to child development programs and which are taken at an accredited community college, college, or university.
2. Bilingual Instructional Assistants are initially placed no lower than Range 2.
3. Effective July 1, 2003, the salary schedule reflects a 258-day work year.
4. Effective July 1, 2022, ranges 1 through 4 shall be eliminated from the salary schedule. The normal initial placement shall thereafter be on Range 5. Also on July 1, 2022, unit members on Ranges 1 through 4 shall be placed on Range 5.

C. Longevity

1. Effective July 1, 2012 unit members with ten (10) or more years of continuous service shall be entitled to an additional longevity bonus on the following basis:

10 – 15 years of continuous service - \$19.21 per month

16+ years of continuous service - \$25.61 per month

2. Effective July 1, 2019, the following longevity pay shall be applicable to both White Collar and paraprofessional unit members who are regular unit members in the unit and who have been employed on a half-time (3.75 hours per day) or more basis:

| Number of Years of Continuous Service | Monthly Stipend <u>as of 7/1/2019</u> |
|---------------------------------------|--|
| 10 | \$10.38 |
| 15 | 20.81 |
| 20 | 31.20 |
| 25 | 41.57 |
| 30 | 52.00 |
| 35 | 62.40 |
| 40 | 72.80 |

3. For the 2018-19 and 2019-20 school year only, unit members with 40 or more years of services shall receive an additional 5% monthly base salary stipend. This section shall sunset and be removed from the Agreement effective June 30, 2020.
4. Effective July 1, 2020 the following longevity pay shall be applicable:

| <u>Number of Years of Continuous Service</u> | <u>Monthly Stipend as of 7/1/2020</u> |
|--|---------------------------------------|
| 40 | 72.80 |

5. Longevity Pay Effective July 1, 2022

Effective July 1, 2022, for OCDPA, the following longevity pay shall be applicable to both White Collar and paraprofessional unit members who are regular unit members in the unit and who have been employed on a half-time (3.75 hours per day) or more basis:

| <u>Number of Years of Continuous Service (monthly stipend)</u> | |
|--|----------------|
| <u>10</u> | <u>\$15.00</u> |
| <u>15</u> | <u>\$23.50</u> |
| <u>20</u> | <u>\$35.50</u> |

| | |
|-----------|----------------|
| <u>25</u> | <u>\$46.50</u> |
| <u>30</u> | <u>\$58.50</u> |
| <u>35</u> | <u>\$80.50</u> |

6. The parties agree to explore new incentives for the retention during successor contract negotiations.
 - a. The anniversary date for determining the amount of longevity pay shall be the first of the month following the date of probationary employment.
 - b. Unit members paid by the hour are not eligible for longevity pay.
 - c. When adjustments are made in a unit member's monthly pay warrant (such as for overtime, time off without pay, etc.), longevity pay shall be considered part of the unit member's regular salary.
 - d. The parties have a shared interest in maintaining complete and accurate records related to longevity for unit members. To that end, the parties agree as follows:
 - i. The District shall make every effort to provide the Union with a complete and accurate up-to-date account of longevity for all vested members of the SEIU unit on May 1st of each year.
 - ii. The District shall make every effort to notify all SEIU members of their longevity on or before May 15 of each year. The District further agrees to rectify any errors found in longevity per District Board Policy.
 - iii. The union shall withdraw, with prejudice PERB Charge Service Employees International Union's ("SEIU") v. Oakland Unified School District Unfair Practice Charge No. SF-CE-3255E.

D. Bilingual Positions

By virtue of the bilingual requirement, unit members selected for bilingual-designated positions shall receive a \$60.00 stipend per month through and including June 30, 2022. Effective July 1, 2022, by virtue of the bilingual requirement, unit members selected for bilingual designated positions shall receive an \$80.00 stipend per month. Part-time unit members shall receive a prorated percentage of the stipend based on the percentage of time they work on the bilingual assignment. Unit members shall provide bilingual services as directed by their immediate supervisor.

E. Automobile Expenses

Employees who are required by the District to use their privately owned automobile as part of their assignment (as directed by the ECE Director) shall be reimbursed for authorized travel at the current Internal Revenue Service (IRS) mileage rate.

Employees must hold a valid California driver's license and must be responsible for and provide their own automobile insurance commensurate with their specific needs. In order

to be eligible for mileage reimbursement employees must complete and submit an "Application for Transportation Reimbursement" form annually to the Accounts Payable Department. Employees must maintain and submit the District's "Transportation Report/Requisition" form in accordance with District policy to claim mileage reimbursement.

F. Classified School Employee Summer Assistance Program ("CSESAP")

- 1) If the District elects to participate in the Classified School Employee Summer Assistance Program ("CSESAP") as defined by the California Department of Education ("CDE"), the District shall accordingly take all steps necessary to meet the LEA deadlines established by the CDE and complete all required LEA actions in preparation for enrollment beginning in the 2023-24 academic year.
- 2) If the District elects to participate in the CSESAP, the District shall determine whether unit members who submit election forms on or before the deadline prescribed by CDE are eligible to participate in the CSESAP pursuant to California Education Code section 45500.

ARTICLE 11 - HEALTH AND WELFARE

The District shall provide health, dental, vision, and life insurance to qualifying unit members covered by this Agreement subject to the terms and conditions outlined below. The District will provide descriptions of all health and welfare benefit coverage to each employee.

A. Health and Dental Insurance

1. The unit member must enroll for health and dental coverage within thirty (30) days of hire. Thereafter, he/she may only enroll during the District's open enrollment period.
2. All new employees shall have a six (6) calendar month in regular paid status waiting period before being eligible for District funded health and dental insurance benefits.
 - a. During the six month waiting period, an employee will be assisted in purchasing private medical coverage.
 - b. In the event that a probationary employee (who is not eligible for District contributions to health and dental plan coverage) obtains his/her own coverage under any plan available under this Agreement, the District will reimburse the employee after he/she obtains permanent status up to the District's maximum contribution for individual coverage under the District's least expensive plan upon presentation of proof of purchase and

proof of payments during the probationary period. If the employee is part-time, the percentage shall be prorated, as noted in this Article 6.

3. It is agreed that the plan document for medical and dental benefits is incorporated in this Agreement as if set forth in full.
4. If a National or State Health Plan is enacted during the term of this Agreement which provides for mandatory employer contributions, the District's contributions shall not exceed the dollar allotment provided in this Agreement.

B. Health Insurance

1. Effective July 1, 2006, and thereafter, the following changes shall be made in the Plan designs of the Least Expensive Health Maintenance Organization ("LEHMO", currently Kaiser) and Second Health Care Provider ("SHCP", currently HealthNet):

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

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

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

2. Effective September 1, 2006, unit members shall pay half the difference between the LEHMO and the SHCP monthly premium rates, which shall be deducted beginning with the September 30, 2006 payroll.
3. Beginning in the fiscal year 2006-2007, the District will also offer a cash-in-lieu program to eligible unit members (i.e., full-time benefit eligible unit members) who elect, pursuant to the District's procedures and eligibility requirements, to not take the District health and medical benefits and the District shall pay two hundred fifty dollars (\$250) per month to each unit member not taking health and medical benefits so long as the unit member remains eligible.

4. 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.
5. Effective July 1, 2007, all unit members shall pay one-half of one percent (0.5%) of salary for the health and welfare benefits via monthly payroll deduction.
6. There shall be a reopener regarding health & welfare benefits.
7. Subject to the limitations indicated above, the District's maximum monthly contribution to the unit member's health insurance shall be as follows:

| Percentage of Full-Time Employment | Percentage of District's Maximum Contribution |
|---------------------------------------|--|
| 75% - 100% | 100% |
| 50% - 74% | 75% |
| 25% - 49% | 50% |
| 1% - 24% | 25% |

When the District and the employee share costs of health insurance, the District shall only contribute toward the cost if the employee pays the remainder.

8. The District may offer to eligible unit members Preferred Provider Organization (PPO) health plans, which would include doctors, hospitals, and prescription facilities, and which would offer subscribers to the District plan discount(s) to the unit member and/or the District, provided that the District notify OSEA/SEIU 790 before offering a PPO, subject to provisions in Article 42, "Meet and Confer".

C. Dental Insurance

1. Full-time employees are eligible for basic dental insurance benefits based on the following lengths of employment:

| Months of Continuous Employment after Eligibility | Percentage of Benefits |
|--|---------------------------|
| 1-12 months | 70% |
| 13-24 months | 80% |
| 25-36 months | 90% |
| 37 months or more | 100% |

- a) The orthodontic benefit for eligible dependents of full-time employees shall be 50% of the cost, regardless of the length of service, up to a \$500 maximum District contribution per course of treatment.
- b) The prosthodontic and implant benefit for full-time employees shall be 50% of the cost, regardless of the length of service, up to the total \$1,500 maximum District contribution per patient, per year.
- c) Part-time employees are eligible for basic dental benefits on the following schedule:

| Percent of Full-Time Employment | Percent of Full-Time Employee Benefits | | | |
|---------------------------------|--|----------------------|----------|------------|
| | 1st Year | 2 nd Year | 3rd Year | Thereafter |
| 75 - 100% (Plan A) | 70% | 80% | 90% | 100% |
| 50 - 74% (Plan B) | 52.5% | 60% | 67.5% | 75% |
| 25 - 50% (Plan C) | 35% | 40% | 45% | 50% |
| 1 - 24% (Plan D) | 17.5% | 20% | 22.5% | 25% |

D. Vision Insurance

The District shall provide vision insurance to all qualifying unit members and their dependents in regular paid status in accordance with the provisions of the plan.

E. Life Insurance

The District shall provide a \$10,000 life insurance benefit to all unit members in regular paid status.

F. Long-Term Disability Insurance

The District agrees to provide long-term disability insurance to the employees covered by this Agreement, subject to the following terms and conditions:

1. Eligible employees shall receive two-thirds of the first \$1,200 of basic pay per month, plus one-third of basic pay above \$1,200, to a maximum total benefit per month of \$1,200. The maximum total benefit per month of \$1,200 shall include any other public disability payments (i.e., social security, worker's compensation, retirement, and the District's extended illness leave).
2. All employees covered by this Agreement who are employed by the District on the date that this Agreement is signed are covered by the District's long-term disability insurance program.
3. All persons hired after December 8, 1977, must be in regular paid status for six (6) calendar months before they shall be covered by the District's long-term

disability insurance program. The maximum period of benefits for such new hires shall be two years.

4. Long-term disability benefits are available to any eligible employee who has been certified as being unable to perform his/her duties due to physical or mental disability, regardless of whether such disability is job related.
5. Long-term disability benefits shall become effective 60 days after the first day of disability, or upon the expiration of other fully paid leave benefits, whichever comes last.

G. COBRA

The District recognizes its legal obligation under the COBRA legislation and will continue to implement the statutory requirements of COBRA.

H. Liability Insurance

The District shall cover all unit members with liability insurance when they are working to protect them against individual.

I. Health Benefits Governance Board

Decisions regarding available medical, dental, vision, life insurance, accidental death, plan designs (including but not limited to coverages, deductibles, co-payments, pharmaceutical coverage, etc.), and employer and employee premium contributions shall be delegated to the Health Benefits Governance Board as stated in the Health Benefits Governance Board Agreement. (See Appendix 3- Health Benefits Governance Board Agreement)

ARTICLE 12 - ANNUITY PLAN

A. Annuity Plan

1. The District agrees to continue its contributions to the Annuity Program for employees hired prior to February 1, 1982, and covered by this Agreement at the rate of an amount equal to eight percent (8%) of the employee's base salary. Money in this plan shall become available to a qualified employee upon termination of his/her employment or upon permanent disability. Employees hired prior to February 1, 1982, must meet the three (3) year vesting requirement in order to withdraw District deposits made on their behalf.
2. The Tax-sheltered Annuity shall remain intact and continue for all current members of the Bargaining Unit. A three-year period of employment shall be required for all employees hired into the Unit on or after February 1, 1982, in order for them to be eligible to participate in the Annuity Program. During the said three-year period of employment, the District shall not be required to make

any contributions to the Annuity Program for said new employees. Commencing with the 37th month of employment, deposits will be made which will become fully vested to the employee immediately thereafter.

3. All unit members hired after March 21, 1984, shall not be deemed eligible to participate in the District-paid Tax Sheltered Annuity Program.

ARTICLE 13 - PROFESSIONAL GROWTH AND CAREER LADDER

A. Career Ladder

Unit members with satisfactory evaluations and who complete the required courses/units and acquire a teaching certificate from the State of California shall be given first consideration for vacant teaching positions in the Oakland Unified School District Child Development Center Program. No outside applications shall be considered until unit members applying during the first posting period have been given such first consideration and said unit member, if not selected, is provided the reasons for not being hired into the vacancy.

B. Educational Rebate Program

It is the intent of the District to provide an Educational Rebate Program (ERP) for unit members covered by this Agreement aspiring to promote to status of teacher or obtain a BA, BS or Master's Degree, in an area which may lead to promotional possibilities within the District.

C. Scope of Educational Rebate Program

The Labor Relations Department will administer the ERP. A Program Management Committee, composed of an equal number of bargaining unit representatives and District management representatives, establish guidelines and determine which applicants will be admitted into the program.

Applicants must have rendered two (2) full and continuous years of District service to be eligible for this program.

To participate in the ERP, applicants must request an application from the Labor Relations Department, or applicants may pick up an application from the OSEA/SEIU at 100 Oak Street, Oakland, CA 94607. Application must be filed by September 30th. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1st. Courses that are degree related may be taken at any time throughout the year.

ERP participants will be reimbursed for books and tuition fees for attendance at an accredited university or state College, or community college not to exceed \$1,000 per fiscal year per recipient, up to four (4) consecutive years. For ERP participants taking courses in a teaching credential program, the caps will not exceed \$2,000 per fiscal year per recipient, up to four (4) consecutive years.

Applicants may re-apply on a year-to-year basis.

D. The District Educational Rebate Program applicants must agree to:

1. Maintain a "C" average and acceptable classroom attendance, as evidenced by report cards or other documentation.
2. Must remain in the District for at least two (2) years following completion of the program.
3. Provide a letter of reference from his/her supervisor. However, in lieu of the supervisor's reference letter, the applicant may submit two (2) letters of reference, at least one of which must be from a colleague in the field of education
4. Must submit bona fide receipts, evidence of enrollment and grades for each course by June 1st.
5. Submit a letter from the college verifying the level of financial assistance the applicant is receiving.
6. Reimbursement for prior year's courses will occur July of each year.

E. The District agrees to set aside for each year of this contract the sum of thirty thousand dollars (\$30,000) to be used for the reimbursement of the reasonable and necessary costs of books and tuition for all unit members covered by this Agreement (and OSEA/SEIU Agreement) and pursuing higher education. The \$30,000 set aside will be shared between OCDPA/SEIU and OSEA/SEIU unit members. If the costs for all participants in the two bargaining units exceed \$30,000, the amount reimbursed shall be appropriately prorated so that the District's liability for the ERP does not exceed \$30,000 per year during each year of this contract.

F. The District agrees to meet and confer with SEJU Local 1021 if the District receives state or federal funds specifically designated to establish and maintain an Educational Rebate Program for Bilingual Instructional Assistants aspiring to become fully-credentialed Bilingual teachers.

ARTICLE 14 - TRANSFERS AND VACANCIES

A. Definitions

1. Assignment means the initial placement of an employee in a position in the bargaining unit.
2. Reassignment means the movement of a unit member from his/her present position to another position in the bargaining unit.
3. Promotion is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

4. A vacant position is defined as a bargaining unit position available to be filled after all direct assignments and reassignments have been made.
5. Unit members will be assigned, reassigned, or transferred to meet the needs of the District. One of the criteria to be considered will be seniority.

B. Unit Member Transfer Request

Unit members wishing to transfer from one work site or department to another, or from one classification to another, shall apply for such transfer through the Human Resources Division. Applications shall be given first consideration by the supervisor/department head/administrator responsible for filling the vacancy.

C. Vacancies

1. If a vacancy exists, a summary of the available unit positions shall be posted for a minimum of five (5) working days. The summary of the vacant unit positions shall list the work site, salary range, work days, and work year and shall provide information on procedures for applying for the vacancy and the deadline for the receipt of an application for the vacancy.
2. Unit members applying for vacant positions within the 5-day posting period shall be provided first consideration for filling of vacancies in the unit. First consideration means consideration before any other employees or persons outside the unit or the District are considered.
3. non-unit members shall be considered for employment in a vacant unit position until all qualified unit members who have applied for the vacant position have been interviewed. If a unit member is not selected, upon written request of the applicant, the District will provide suggestions that may enhance the applicant's interviewing skills.
4. If the top applicants are substantially equal in qualifications and experience, the more senior unit member shall be selected.
5. Unit members meeting basic eligibility requirements may apply for any posted position within the District.
6. If the District is engaged in a procedure to hire a permanent employee to fill a bargaining unit position vacancy, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees. (E.C. §45103) The District will notify the Union as to the person selected and the position affected.
7. Pursuant to E.C. §45113(a), a permanent employee who fails to complete the probationary period for a promotional position, shall be entitled to return to the classification from which he or she was promoted.

D. Additional Time Posting

When amounts of time of up to one-and-one-half (1-1/2) hours are needed at the site, such time may be offered first through a site posting procedure as "additional time". If no unit member at the site applies or is selected, such time may be offered to other unit members.

E. Site Closure for Reconstruction

When a facility is closed for reconstruction, Instructional Assistants assigned to such facilities shall be temporarily assigned to other facilities without loss of compensation. Upon completion of the reconstruction, said Instructional Assistants shall have the first opportunity to return to the new facility.

F. Involuntary Transfer

When a unit member is to be transferred involuntarily to a new work site, the unit member shall be given the reasons for the transfer in writing when he/she requests it, and shall have the opportunity, upon request, with a conferee of the unit member's choice present, to discuss such reasons for the transfer with the administrator who initiated the transfer. The district shall inform the Union of all involuntary transfers. No involuntary transfers shall be made without five (5) work days' notice.

ARTICLE 15 - PERFORMANCE EVALUATION

Employees shall be evaluated by the appropriate supervisor, department head, or administrator. Performance evaluations shall be prepared as follows:

1. A probationary employee shall be evaluated at least two times during the probationary period.
2. After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate.
3. All performance evaluations must be discussed with the employee before they are put into the employee's file.
4. Areas of strength, weakness, and where improvement is needed shall be noted on the performance evaluation in a specific manner.
5. The employee must be informed of his/her right to respond verbally and/or in writing to parts of the performance evaluation with which the employee does not agree.
6. The employee shall receive a copy of the performance evaluation and acknowledge receipt by signing the original. In the event the employee refuses to sign the form or refuses to accept a copy of the form, this information will be

noted on the evaluation form which will be forwarded to the Human Resources Division. The evaluation form will then be included in the employee's personnel file.

7. Performance evaluations must be prepared on a standard form.
8. The parties agree to collectively bargain any proposals submitted during the life of this agreement by the other party concerning performance evaluation.

ARTICLE 16 - EMPLOYEE DISCIPLINE

1. A disciplinary action, for the purpose of this article, is an action taken for just cause against an employee of such a nature as to warrant the action taken to correct a conduct deficiency and is defined as a written warning, written reprimand, suspension, and/or termination.
2. The parties agree that discipline is a District's responsibility. The District agrees, however, that any disciplinary action taken against employees will be for just cause.
3. The parties agree that the disciplinary action process shall be advanced with all due diligence and as expeditiously as possible.

A. Notice

Prior to taking disciplinary action involving suspension, demotion, or dismissal, the District shall send to the employee, by certified mail to the last known address on record in the Personnel Department, or shall hand-deliver to the employee, a notice containing:

1. The disciplinary action proposed to be taken.
2. A concise statement of the specific acts or omissions upon which disciplinary action is based.
3. A statement of the cause for the disciplinary action and/or the District rule or rules which have been violated.
4. The date on which the disciplinary action will become effective.
5. A statement of the employee's right to request a hearing on the charge within fifteen (15) days of the mailing or ten (10) days of hand-delivery of the notice, and to be represented by Union or an attorney hired by the employee.
6. A card, the signing, and filing of which properly marked by the employee shall constitute a demand for a hearing and a denial of all or part of the charges. The employee may also admit all or part of the charges, but challenge the severity of the disciplinary action.

7. It is acknowledged that discipline of unit members shall be imposed only for "just cause". Efforts of the District and unit members to correct any act in violation of District rules or policies shall be undertaken prior to imposing the discipline of suspension, demotion, or termination. These efforts shall include an informal conference of the unit member and his/her supervisor, followed by a written warning containing the specific recommendations for correcting the issue. Prior to District initiating conclusive actions for recommending discipline of a unit member, involving the demotion, suspension, or termination the unit member shall be afforded a "Skelly" (pre-disciplinary) hearing for the purpose of determining whether contemplated discipline will be pursued.

ARTICLE 17 - CONCERTED ACTIVITIES

1. It is agreed and understood that there shall be no strike, work stoppage, slowdown, picketing or refusal, or failure to fully and faithfully perform job functions and responsibilities; nor shall there be any other interference with the operations of the District by the Union, its officers, agents, and members during the term of this agreement.
2. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by members who are represented by the Union. The Union agrees in good faith to take all necessary steps to cause those members to cease such action.
3. It is agreed and understood that any member of the Union violating this Article shall be subject to discipline up to and including termination by the District.
4. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement from any unit member.
5. The District agrees not to lock out unit members during the term of this Agreement.
6. It is understood by the parties that this article becomes invalid during negotiations on articles/sections which are specified as re-openers within this agreement.

ARTICLE 18 - GRIEVANCE PROCEDURE

1. The purpose of this article is to provide a prompt and orderly method for the processing and disposition of grievances that may arise during the life of this Agreement.

2. The parties endorse the concept that complaints and dissatisfactions which might develop into grievances should be informally resolved at the lowest administrative level possible.
3. A grievance is defined as a written complaint by a unit member, or the Union, that the District has violated, misinterpreted, or misapplied a term or condition of this Agreement. When it is alleged that a term or condition of this Agreement has been violated, misinterpreted, or misapplied, the procedure outlined below shall be applied.
4. All grievances, as defined above, must be filed within twenty (20) business days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty (20) business days after the unit member learned, or should have learned, of the act, occurrence, event or circumstances alleged to constitute the grievance.
5. All grievances submitted under this article shall include a concise statement of the grievance, including the specific acts, conduct, or condition alleged to constitute the grievance. All grievances submitted under this article shall contain:
 - a. A specific reference to the relevant contract provision, which is claimed to have been violated; and
 - b. A specific statement of the adverse effect on the unit member created by the condition complained of, and
 - c. A specific statement of the remedy sought by the unit member.
 - d. Grievances that do not comply with 5a, 5b, and 5c of this section will be denied and no further appeal may be taken.
6. All grievances will commence at Step One unless the grievance arises from the action of an authority higher than the unit member's immediate supervisor, in which case the grievance may be filed at the appropriate step of the grievance procedure.
7. The time limits specified in this article may be extended upon the mutual agreement of the parties to this Agreement.
8. The initial grievance may be amended by the grievant at any time prior to a Step Three meeting, if one is held, or prior to the receipt of the Step Three answer if no meeting is held. The grievance may not be amended thereafter and no new issues may be raised after the Step Three meeting is held or Step Three answer received, if no meeting is held.
9. The time limitations set forth in this article are of the essence of this Agreement. No grievance will be accepted by the District unless it is submitted or appealed

within the time limits set forth in this Agreement. If the Union or the grievant fails to meet any of the time limits set forth in this Article, the grievance shall be treated as withdrawn with prejudice. If the District fails to meet any of the time limits set forth in this Article, the Union or the grievant has the right to advance the grievance to the next step of the grievance procedure.

10. As used in this article, "Days" means calendar days and if the day an action must be completed under this article falls on a non-work day, the due date shall be the next regularly scheduled work day.
11. When two or more grievances involve the same alleged violation or present common questions of facts, the parties to this agreement may agree to consolidate such grievances at Step Two of the grievance procedure.
12. A grievance may not be submitted to arbitration unless the procedures in this article have been complied with.

A. Step One

1. The written grievance shall be presented to the unit member's immediate supervisor by the employee and/or the Union representative. If the immediate supervisor believes he/she did not take the action complained of or does not have the authority to resolve the complaint, he or she will forward the grievance to the appropriate District manager for resolution.
2. Either party may elect a Step One Meeting. Such a meeting shall be held within five (5) days of receipt of the grievance. The meeting will normally take place at the employee's work site unless the parties mutually agree otherwise. Present at such meetings will be the grievant, his/her representative, the immediate supervisor, and such other management representative the District may designate, providing such management person(s) possess the information necessary to resolve the grievance.
3. The supervisor's written answer to the grievance will be provided within fifteen (15) days of the close of the Step One meeting. If no meeting is held, the supervisor's written answer will be provided within fifteen (15) days of receipt of the grievance.

B. Step Two

1. If the supervisor's answer at Step One is unsatisfactory, the grievant or his/her representative may appeal the decision to the Director of the ECE Program or his/her designee within fifteen (15) days of receipt of the supervisor's answer. Such appeal shall include a copy of the grievance, the supervisor's written response, and a request for a meeting if one is desired. If either party elects a meeting it will be held within fifteen days of receipt of the appeal to Step 2.

2. Present at such meeting will be the grievant, his/her representative, and the director or his/her designee and such other management official as the District designates, providing such management person(s) possess the information necessary to resolve the grievance.
3. A written answer will be provided to the grievance within fifteen (15) days of the close of the Step Two meeting. If no meeting is held at Step Two, the District's answer will be provided within fifteen (15) days of receipt of the appeal to Step Two.

C. Step Three

1. If the director's answer at Step Two is unsatisfactory, the grievant or his/her representative may appeal the decision to the superintendent or his/her designee within fifteen (15) days of receipt of the director's answer. Such appeal includes a copy of the grievance, the director's written response, and a request for a meeting if one is desired. If either party elects a meeting it will be held within fifteen days of receipt of the appeal to Step Three.
2. Present at such meeting will be the grievant, his/her representative, and the superintendent or his/her designee and such other management official as the District designates, providing such management person(s) possess the information necessary to resolve the grievance.
3. A written answer will be provided to the grievance within fifteen (15) days of the close of the Step Three meeting. If no meeting is held at Step Three, the District's answer will be provided within fifteen (15) days of receipt of the appeal to Step Three.
4. If The District's answer at Step Three will be final and binding except that the Union may appeal the District's answer to binding arbitration, subject to the provisions of this Agreement.

D. Mediation

1. The intent of this section is to provide a mechanism to mediate and resolve grievances in a satisfactory manner. The mediator shall be appointed by the State Mediation and Conciliation Service and shall facilitate dialogue and help the parties reach a mediated settlement. The mediator shall have no power to add to, modify or delete any provision of the collective bargaining agreement.
2. Recommendations of the mediator shall be advisory and non-precedent settings. Neither party shall cite the recommendation(s) in future grievances.
3. 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 recommendation, either party may appeal the recommendation by referring the matter to arbitration. If neither party appeals, the recommended settlement will be implemented.

E. Arbitration

1. If the Union is dissatisfied with a final decision rendered at Step Two of the grievance procedure, it shall provide written notice to the Superintendent of its decision to invoke arbitration. Such notice shall be by certified mail and mailed within twenty (20) days of the Union's receipt of the Step Two decision.
2. The parties agree to meet within 30 days of the signing of this Agreement for the purpose of selecting thirteen (13) arbitrators to serve on a panel to hear disputes put before them pursuant to this section. Once the panel is selected, arbitrators will be selected by alphabetical order, except that either party may strike an arbitrator from the panel upon fifteen days' written notice to the other party. (See Appendix 1)
3. Once an arbitrator has been selected, the representatives of the parties will communicate with the arbitrator and with each other to select a mutually agreeable date of the hearing. The parties will then forward to the arbitrator a copy of the official grievance file which shall contain the written grievance, the written answers to each step, and the notice invoking arbitration. Either party desiring to submit a pre-hearing brief to the arbitrator will notify the other party at least ten (10) days prior to its submission. A party submitting such a brief will simultaneously serve the other party with a copy of the brief.
4. Copies of any and all documents provided to the arbitrator at any stage of the arbitration proceeding will be simultaneously provided to the other party.
5. Arbitration hearings will be held at the District Administration Building unless the parties mutually agree to another site.
6. The parties agree that arbitration hearings are administrative in nature and are not court proceedings. The rules of evidence have only general applicability, but the arbitrator may exclude irrelevant, immaterial, or unduly repetitious testimony. Except as specified herein, the arbitrator shall have the authority to determine the procedures to be followed at the hearing and shall explain such procedures to the parties at the onset of the hearing.
7. The parties may offer such relevant material and non-repetitious evidence as they desire and shall produce such additional evidence that the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall determine the relevance and materiality of the evidence offered.

by the parties and conformity to the legal rules of evidence shall not be necessary.

8. Arbitration hearings shall normally be an open hearing. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon good cause shown, the arbitrator may close the hearing. Upon request by either party, the arbitrator shall order the sequestration of witnesses from the hearing.
9. At least fifteen days prior to the hearing the parties shall confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue before him/her.
10. Prior to the hearing, the parties will attempt to stipulate to the issue to be placed before the arbitrator. In the event that the parties are unable to agree to the issue, each party shall submit its respective position to the arbitrator prior to the hearing. Upon such submission, the arbitrator shall determine the issue to be decided. The party invoking arbitration shall present its case first.
11. The arbitrator shall require witnesses to testify under oath, or affirmation.
12. The arbitrator may receive and consider affidavit testimony, but shall accord it only such weight as he/she deems proper after consideration of any objection made to its admission.
13. The grievance shall bear the burden of proving his/her case.
14. Either party may request that a verbatim transcript of the hearing be prepared by a qualified court reporter. Copies of any transcript shall be provided to the parties and the arbitrator.
15. The grievant, his/her representative, and all other unit members who are called as witnesses will be excused from duty with pay and without charge to leave, to the extent necessary to participate in the arbitration.
16. Witnesses at arbitration hearings will be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony.
17. Witnesses at the hearing must testify in the presence of the grievant and his/her representative unless waived by the grievant. Either party shall have the right to cross-examine any witness.
18. The expenses of arbitration, including, but not limited to, the fees and expenses of the arbitrator, court reporter fees, if any, and transcript fees if any, shall be shared equally by the parties.

19. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not specifically provided for in the Agreement; or to establish or deter any wage rate or wage structure.
20. An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns the division of expenses as they pertain to arbitration.
21. The arbitrator shall have the authority to make all arbitrability and grievability determinations.
22. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue, findings of fact, and conclusions. Upon request, the arbitrator shall permit either party to file a post-hearing brief within a reasonable period of time after receipt of any transcript that is made. The decision of the arbitrator shall be binding on the aggrieved unit member (s) of the Union and the District.

ARTICLE 19 - SCOPE OF AGREEMENT

1. This Agreement fully and completely incorporates the understanding of the parties hereto, and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining, and shall supersede all previous agreements, understandings, and prior practices concerning such subject matter.
2. Neither party shall during the term of this Agreement demand any change therein, nor shall either party be required to bargain with respect to any matter or change during the life of the Agreement, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.
3. The parties intend that nothing in this article shall preclude the parties from negotiating over the effects of the District's exercise of any management right provided for in this agreement.
4. The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and Union or under the provisions of Article 26 – Duration of Agreement.

ARTICLE 20 - STEWARDS

No OSEA/SEIU office circulation of election petitions shall be conducted during the duty hours of stewards released under this section.

Solicitation of membership and/or collection of dues shall be conducted during the duty hours of the stewards released under this section as agreed upon by the parties and in compliance with AB 119 and SB 866.

ARTICLE 21 - ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS

A. (OCDPA) ORGANIZATIONAL SECURITY

1. The District shall furnish to the OCDPA/SEIU on a monthly basis the names, classifications and work locations of all unit members subject to this contract. Newly hired or separated unit members will be so indicated in this report.
2. The District shall provide the OCDPA/SEIU with a list of those unit members, both permanent and temporary, who are not currently paying either OCDPA/SEIU dues.
3. The OCDPA/SEIU agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security Agreement.
4. The District agrees to maintain OCDPA/SEIU's rights to payroll deduction and maintenance of membership.
5. The District shall allow new employees reasonable release time to attend joint District-Union orientation workshop(s).

B. (OCDPA) DUES DEDUCTION

1. The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored program which are submitted in writing, or by any other means of indication agreement allowable under the state and federal law.
2. The District shall make every effort to implement deduction for dues, COPE, or other Union sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments no later than (15) fifteen days after the deduction from the employee's earnings occurs.
3. The District shall provide with each payment a list of unit members paying membership dues. All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OCDPA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so indicated in this report.

4. Nine (9) working days following payday, the District shall promptly pay over to the OCDPA/SEIU all sums withheld for membership. The District shall provide with each payment a list of unit members paying membership dues. All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OCDPA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so indicated in this report.
5. The District shall not be liable and the OCDPA/SEIU shall indemnify the District for any claims made against the District arising from its check off of OCDPA/SEIU dues.

ARTICLE 22 - UNION RIGHTS

A. Access to Establishment

Representatives of the Union, for the performance of official duties, shall be permitted reasonable access to the premises of the employer during work hours provided that they report first to the appropriate administrator/supervisor. Representatives shall not interfere with the normal work duties of employees or the operation of the employer.

B. Use of District Facilities

1. The Union shall have the right of suitable space on District bulletin boards at each work location and the right to use mailboxes and the inter-district mail system for posting and communicating official Union business.
2. The Union shall have the right to use District facilities at a reasonable time to hold Union meetings by following civic center procedures. The meeting shall not interfere with the normal operation of the site.

C. Area Representatives

1. For the purpose of representation within the District, or elected as Area representatives, the Union shall be entitled to a reasonable number of area representatives who shall restrict their activities to the processing of grievances, and in this connection shall be allowed a reasonable amount of time off with pay for this purpose. Written notification shall be sent by the Union to the OUSD Labor Relations Department and the Early Childhood Education Department Office which shall include the names of persons selected.
2. When an employee is required to meet with a supervisor and the employee reasonably anticipates the meeting may involve questions leading to formal disciplinary action, he/she shall be entitled to have a Union Representative present, if he/she so requests.

3. Area Representatives shall make arrangements with the Children's Center Office before leaving work sites to resolve or investigate grievances. This provision shall not be used to prevent an Area Representative from performing his/her duties or obligations set forth in this section.

ARTICLE 23 - ADMINISTRATIVE SUPPORT AND STAFF DEVELOPMENT

1. In order to further the District's strong commitment to staff excellence, unit members are encouraged to participate in meetings, workshops, and other development activities for the purpose of strengthening their skills, and for assisting with the educational program at the work site.
2. The District shall make every effort to schedule staff development activities during the unit members' regularly scheduled work day and during the unit members' regularly scheduled work hours.
3. Unit members participating in staff development activities outside the regularly scheduled work day and/or work hours shall be compensated for such work in accordance with the overtime provisions set forth in this Agreement.
4. Unit members shall not be required to participate in Child Development Center staff development activities if such activities are scheduled outside the unit members' regularly scheduled work day and/or work hours.
5. The District shall compensate unit members participating in staff development programs for all expenses incurred as a result of participation in such activities.

ARTICLE 24 - PERSONNEL RECORDS

1. The Human Resources Division establishes and maintains files for employees of the District. The files are the official District repository for evaluation records and other personnel information regarding the unit members. Materials in personnel files of members of the unit are to be made available for the inspection of the member involved.
2. Unit members shall have the right to inspect their file, and all materials within such file, upon request.
3. Unit members shall have the right to be furnished copies of any and all materials within such file with no charge to the unit member.
4. Unit members may designate a representative to accompany him/her during the review of such file.

5. Unit members may designate a representative to inspect his/her file without the unit member present, providing such authorization is made in writing and signed by the unit member.

ARTICLE 25 - MANAGEMENT RIGHTS

1. Except as limited and defined by the specified and expressed terms of this agreement and operating within applicable laws and regulations, the District retains exclusive rights to manage the school district, including its rights to determine the methods, means, and personnel by which district operations are to be conducted: to determine the mission and functions of each of its departments, sites, facilities, and operating units, to set standards of service to be offered to the public, to administer the personnel system, to classify positions, to establish or delete positions or classes to or from the unit salary plan, to establish standards for employment, to promote and to transfer employees; to direct employees; to take disciplinary action for just cause; to schedule work, and to relieve employees because of a lack of work or other legitimate reason. The District further reserves the right to take whatever action may be deemed necessary in the emergency as defined by the Board of Education.
2. The parties intend that nothing in this article shall preclude the parties from negotiating over the effect of the District's exercise of any management right contained in this article.

ARTICLE 26 - DUES DEDUCTION/ARTICLE

The district shall comply with all provisions of SB 866 including but not limited, to the collection of dues as follows:

- A. The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored program which are submitted in writing, or by any other means of indication agreement allowable under the state and federal law.
- B. The District shall make every effort to implement deduction for dues, COPE, or other Union sponsored program shall start the pay period after the employer receives the notification of the authorization. The employer shall transmit such payments no later than (15) fifteen days after the deduction from the employee's earnings occurs.
- C. The District agrees to deduct from the salary payment of a unit member an amount that has been designated by the OSEA/SEIU in a revocable written authorization by the unit member for the purpose of paying the dues, COPE contribution, initiation fee, insurance fee or service fee of the unit member to the OSEA/SEIU. At the time of employment processing, the District shall advise the new unit member of the

OSEA/SEIU membership or service fee requirement and provide a written authorization to deduct from the salary payment of the unit member OSEA/SEIU regular dues or a service fee equal to the amount of OSEA/SEIU regular dues.

- D. Nine (9) working days following payday, the District shall promptly pay over to the OSEA/SEIU all sums withheld for membership or service fees. The District shall also provide with each payment a list of unit members paying membership dues and service fees. All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OSEA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so indicated in this report.
- E. The District shall not be liable and the OSEA/SEIU shall indemnify the District for any claims made against the District arising from its check off of OSEA/SEIU dues.

ARTICLE 27 - DURATION

This Agreement shall be in full force and effect from July 1, 2021, through September 30, 2023.

APPENDIX 1

PANEL OF ARBITRATORS

1. Claude Ames
2. Thomas Angelo
3. Alexander Cohen
4. Lawrence Corbett
5. Morris Davis
6. Hon. Joseph R. Grodin
7. Leo Kanowitz
8. Walter Kintz
9. Robin Matt
10. Luella Nelson
11. C. Allen Pool
12. Kenneth Silbert
13. Catherine Thompson

Signature:

Email: jenine.lindsey@ousd.org

IA

OSEA – 2021-2023 Contract

Appendix _____

| OAKLAND UNIFIED SCHOOL DISTRICT | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|
| HUMAN RESOURCES SERVICES AND SUPPORT | | | | | | |
| SALARY SCHEDULE CDC INSTRUCTIONAL ASSISTANTS | | | | | | |
| EFFECTIVE JULY 1, 2022 | | | | | | |
| Periods: 12, Days/Year: 258, Hours/Day: 7.5 | | | | | | |
| RANGE | STEP | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 5 | | \$ 29,446.27 | \$ 30,726.82 | \$ 32,068.11 | \$ 33,487.29 | \$ 34,891.95 |
| | | \$ 2,453.86 | \$ 2,560.57 | \$ 2,672.34 | \$ 2,790.61 | \$ 2,907.66 |
| | | \$ 114.13 | \$ 119.10 | \$ 124.30 | \$ 129.80 | \$ 135.24 |
| | | \$ 15.22 | \$ 15.88 | \$ 16.57 | \$ 17.31 | \$ 18.03 |
| 6 | \$ 29,446.27 | \$ 30,726.82 | \$ 32,068.11 | \$ 33,487.29 | \$ 34,891.95 | \$ 36,171.19 |
| | \$ 2,453.86 | \$ 2,560.57 | \$ 2,672.34 | \$ 2,790.61 | \$ 2,907.66 | \$ 3,014.27 |
| | \$ 114.13 | \$ 119.10 | \$ 124.30 | \$ 129.80 | \$ 135.24 | \$ 140.20 |
| | \$ 15.22 | \$ 15.88 | \$ 16.57 | \$ 17.31 | \$ 18.03 | \$ 18.69 |
| 7 | \$ 30,726.82 | \$ 32,068.11 | \$ 33,487.29 | \$ 34,891.95 | \$ 36,171.19 | \$ 37,559.99 |
| | \$ 2,560.57 | \$ 2,672.34 | \$ 2,790.61 | \$ 2,907.66 | \$ 3,014.27 | \$ 3,130.00 |
| | \$ 119.10 | \$ 124.30 | \$ 129.80 | \$ 135.24 | \$ 140.20 | \$ 145.58 |
| | \$ 15.88 | \$ 16.57 | \$ 17.31 | \$ 18.03 | \$ 18.69 | \$ 19.41 |
| 8 | \$ 32,068.11 | \$ 33,487.29 | \$ 34,891.95 | \$ 36,171.19 | \$ 37,559.99 | \$ 38,995.02 |
| | \$ 2,672.34 | \$ 2,790.61 | \$ 2,907.66 | \$ 3,014.27 | \$ 3,130.00 | \$ 3,249.59 |
| | \$ 124.30 | \$ 129.80 | \$ 135.24 | \$ 140.20 | \$ 145.58 | \$ 151.14 |
| | \$ 16.57 | \$ 17.31 | \$ 18.03 | \$ 18.69 | \$ 19.41 | \$ 20.15 |

| Longevity Pay: 3.75 hours or more | |
|-----------------------------------|-----------|
| EFFECTIVE 7/1/2022 | |
| NUMBER OF YEARS | |
| CONTINUOUS SERVICE | PER MONTH |
| 10 yrs | \$ 15.00 |
| 15 yrs | \$ 23.50 |
| 20 yrs | \$ 35.50 |
| 25 yrs | \$ 46.50 |
| 30 yrs | \$ 58.50 |
| 35 yrs | \$ 80.50 |

Board approved increase of 6% on 04/18/2022 eff. 07/01/2022

Revision*

10 MONTH PARAPROFESSOR

OSEA – 2021-2023 Contract

Appendix _____

| OAKLAND UNIFIED SCHOOL DISTRICT | | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|--------------|
| HUMAN RESOURCES SERVICES AND SUPPORT | | | | | | |
| SALARY SCHEDULE 10 MONTH PARAPROFESSIONALS | | | | | | |
| EFFECTIVE JULY 1, 2022 | | | | | | |
| Periods: 10, Days/Year; 205, Hours/Day; 7.5 | | | | | | |
| K12I | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| Range | | | | | | |
| 1 | | | | \$ 24,000.90 | \$ 25,592.94 | \$ 27,982.05 |
| | | | | \$ 2,400.59 | \$ 2,559.29 | \$ 2,798.21 |
| | | | | \$ 117.12 | \$ 124.84 | \$ 136.50 |
| | | | | \$ 15.62 | \$ 16.65 | \$ 18.20 |
| 2 | | | | \$ 24,570.91 | \$ 26,217.68 | \$ 28,700.90 |
| | | | | \$ 2,457.09 | \$ 2,621.77 | \$ 2,870.09 |
| | | | | \$ 119.86 | \$ 127.89 | \$ 140.00 |
| | | | | \$ 15.98 | \$ 17.05 | \$ 18.67 |
| 3 | | | \$ 24,510.17 | \$ 26,275.22 | \$ 28,008.22 | \$ 30,622.14 |
| | | | \$ 2,451.02 | \$ 2,627.52 | \$ 2,800.82 | \$ 3,062.21 |
| | | | \$ 119.56 | \$ 128.17 | \$ 136.63 | \$ 149.39 |
| | | | \$ 15.94 | \$ 17.09 | \$ 18.22 | \$ 19.92 |
| 4 | | \$ 23,303.15 | \$ 25,119.83 | \$ 26,910.37 | \$ 28,740.11 | \$ 31,419.38 |
| | | \$ 2,330.32 | \$ 2,511.98 | \$ 2,691.04 | \$ 2,874.01 | \$ 3,141.94 |
| | | \$ 113.67 | \$ 122.54 | \$ 131.27 | \$ 140.20 | \$ 153.27 |
| | | \$ 15.16 | \$ 16.34 | \$ 17.50 | \$ 18.60 | \$ 20.44 |
| 5 | | \$ 24,832.29 | \$ 25,119.83 | \$ 26,910.37 | \$ 30,595.99 | \$ 33,145.17 |
| | | \$ 2,483.23 | \$ 2,511.98 | \$ 2,691.04 | \$ 3,059.60 | \$ 3,344.52 |
| | | \$ 121.13 | \$ 122.54 | \$ 131.27 | \$ 149.25 | \$ 163.15 |
| | | \$ 16.15 | \$ 16.34 | \$ 17.50 | \$ 19.90 | \$ 21.75 |
| 6 | \$ 23,525.33 | \$ 25,459.62 | \$ 27,407.01 | \$ 29,367.44 | \$ 31,367.10 | \$ 34,294.70 |
| | \$ 2,352.53 | \$ 2,545.96 | \$ 2,740.70 | \$ 2,936.74 | \$ 3,136.71 | \$ 3,429.47 |
| | \$ 114.76 | \$ 124.19 | \$ 133.69 | \$ 143.26 | \$ 153.01 | \$ 167.29 |
| | \$ 15.30 | \$ 16.56 | \$ 17.83 | \$ 19.10 | \$ 20.40 | \$ 22.31 |

REGULAR EMPLOYEES IN THE UNIT WHO HAVE BEEN EMPLOYED ON A HALF-TIME OR MORE BASIS SHALL RECEIVE THE FOLLOWING LONGEVITY PAY

| Longevity Pay: 3.75 hours or more | |
|-----------------------------------|-----------|
| EFFECTIVE 7/1/2022 | |
| NUMBER OF YEARS | PER MONTH |
| CONTINUOUS SERVICE | PER MONTH |
| 10 yrs | \$ 15.00 |
| 15 yrs | \$ 23.50 |
| 20 yrs | \$ 35.50 |
| 25 yrs | \$ 46.50 |
| 30 yrs | \$ 58.50 |
| 35 yrs | \$ 80.50 |

BILINGUAL POSITIONS: By virtue of the bilingual requirement, persons selected for bilingual positions shall receive an \$80 stipend per month.

Salary Placement

Instructional Assistant

Community Assistant

Health Assistant

Child Care Assistant

Range 1 - Without 60 Units

Range 3 - With 60 Units

Instructional Assistant Bilingual
Instructional Assistant Spec. Ed.
Community Assistant Bilingual
Instructional Assist. Computer Lab I
Instructional Assist. Interpreter for Deaf and Blind Teacher
Range 2 - Without 60 Units
Range 4 - With 60 Units

IA's with Reading Class or Mental Health Training
Range 5 - without 60 Units
Range 6 - with 60 Units

Board approved increase of 6.0% on 04/18/2022 eff. 07/01/2022

Revision: 05/27/2020

OSEA – 2021-2023 Contract

Appendix _____

Tentative Agreement -- Health and Welfare Benefits

File ID Number
 Introduction Date
 Enactment Number
 Enactment Date

15-1131
 6-27-15

**TENTATIVE AGREEMENT
 COORDINATED BARGAINING REGARDING HEALTH AND WELFARE BENEFITS
 BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT
 AND THE SIGNATORY UNIONS**

Preamble

This agreement ("Agreement") sets forth the understandings of Oakland Unified School District ("OUSD" or "District"), and the exclusive employee labor Unions representing American Federation of State County and Municipal Employees (AFSCME) Local 257, Building Trades Council, California School Employees Association (CSEA) Oakland 1, Oakland Education Association (OEA), Service Employees International Union (SEIU) 1021, Teamsters Local 853, Teamsters Local 70 and United Administrators of Oakland Schools (UAOS) ("Signatory Unions") regarding the coordinated bargaining process to be conducted through the Health Benefits Governance Board. The District and Signatory Unions are also referred to as the "Parties".

This Agreement is the result of coordinated bargaining during the 2014-2015 school year over health and welfare benefits and covers the manner in which health and welfare plan design and costs, including the impacts of legislation will be addressed commencing with the 2015-2016 school year (i.e. July 1, 2015). As used in this Article, "health and welfare benefits" includes medical, dental, life insurance, vision, long-term disability and any other plans adopted pursuant to this Article, including new plans and/or modifications or termination of existing plans as of the date of this Agreement.

I. Establishment of the Health Benefits Governance Board

The Parties hereby agree to establish the Oakland Unified School District Health Benefits Governance Board ("HBGB"). The purpose of the HBGB shall be to:

1. Establish shared ownership and responsibility among the Parties for the quality and continued viability of health and welfare benefits;
2. Achieve stability, predictability, and equitability of health and welfare benefit programs (referred to as "Health and Welfare Plans" or "Plans");
3. Maintain at least two affordable medical plans from which to choose;
4. Provide the best health and welfare benefits possible at reasonable and affordable cost to the District and employee participants;
5. Encourage and incentivize employee wellness and preventive health care as cornerstones of all District health and welfare plans, to the benefit of District employees, eligible dependents and in the interest of containing premium increases;

6. Cover with health and welfare benefits all participating employees with minimum or no employee premium contributions;
7. Provide for an annual increase in the District's contribution which shall be recognized by all parties as part of negotiated total compensation increases for District employees;
8. Emphasize the critical role of the HBGB to contain costs within the annual budget for health and welfare benefits plus reserves funds, if any, (referred to as the "Health and Welfare Fund" or "Fund") through vendor participants, plan design and, if necessary, through direct contributions from participants;
9. Incentivize the HBGB to enact, in a timely and preventive manner, meaningful changes to District plan designs and to take whatever measures are necessary to live within the health and welfare Fund as set-forth herein; and
10. Explore options to reduce the cost of early retirees' (pre-Medicare) benefit costs.

II. Health and Welfare Benefits Governance Board

1. **Composition:** The HBGB shall be comprised of up to three (3) representatives from the District, up to three (3) unrepresented (non-voting) and up to three (3) from each Signatory Union. This does not preclude the HBGB from inviting others to attend who have expertise in a certain area.
2. **Procedures:** The HBGB will, as soon as possible, establish written bylaws for conducting its functions as set forth in this Article. Such procedures shall include:
 - a. Voting procedures, including absentee voting;
 - b. Chairing of the HBGB;
 - c. Establishing regular meeting dates;
 - d. Establishing necessary subcommittees; and
 - e. The agendaing and prioritizing of HBGB activities, including scheduling as soon as possible appropriate training and in-service activities for HBGB members, with terms promoting stability and continuity of membership in order to foster expertise in the subject matter of the HBGB.
3. The Signatory Unions and the District shall each have one (1) vote on the HBGB.
4. The HBGB shall whenever possible make decisions by consensus which, for purposes of this agreement, is defined as follows:
 - a. Agreement seeking: a consensus decision-making process attempts to help everyone get what they need;
 - b. Collaborative: participants contribute to a shared proposal and shape it into a decision that meets the concerns of all group members as much as possible;

Tentative Agreement -- Health and Welfare Benefits

- c. Cooperative: participants in an effective consensus process should strive to reach the best possible decision for the group and all of its members;
 - d. Egalitarian: all members of a consensus decision-making body should be afforded, as much as possible, equal input into the process, with all members having the opportunity to present and amend proposals;
 - e. Inclusive: as many stakeholders as possible should be involved in the consensus decision-making process; and
 - f. Participatory: the consensus process should actively solicit the input and participation of all decision-makers.
5. Should the HBGB be unable to reach consensus, a proposed action must receive an affirmative vote by both the Signatory Unions and the District in order to be approved and implemented. An affirmative vote by the Signatory Unions shall consist of at least OEA and five (5) of the seven (7) remaining Signatory Unions.
- a. Should this Article be deleted and replaced by an individually negotiated health and welfare benefits article/appendix through the negotiations process between the District and an exclusive Signatory Union, then the remaining Signatory Unions and the District shall engage in coordinated bargaining to re-determine the definition of an affirmative vote.
6. Should a proposed action result in a deadlocked vote, the proposed action shall be submitted to a hybrid mediation-arbitration process (Med-Arb) as set forth in this Article.
- a. The Parties shall first attempt to reach agreement, working together and in private sessions with a mediator or "med-arbiter," a neutral third party trained in Med-Arb who shall be selected by the HBGB according to section 6.h. within ten 10 days of the deadlock vote unless extended by the HBGB.
 - b. At least three (3) mediation sessions shall be held within 45-calendar days following selection of the med-arbiter, subject to the parties mutually agreeing to additional mediation sessions and/or a longer time period.
 - c. When some or all of the dispute or disagreement remains unresolved in mediation, the remaining matter(s) would then be arbitrated based on the information received during mediation and any additional process that may be ordered by the med-arbiter.
 - d. Within seven (7) days of the conclusion of the mediation stage, each individual Signatory Union and the District shall state in writing its official position.
 - e. By the tenth (10th) day following the conclusion of the mediation stage, the med-arbiter shall impose a binding decision, which shall be confined to either a Signatory Union's or the District's pre-arbitration official position (6.d. above). Should the Parties reach an agreement on some issues, the med-arbiter shall rule only on the issues that remain.
 - f. The med-arbiter shall have no authority to increase the District's contribution toward the cost of health and welfare benefits. Rather, such an increase can

only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties.

- g. Any remedy/award ordered by the med-arbiter as a result of arbitration must conform to and comply with all legal requirements as well as established timelines for implementation of changes to the District health and welfare Plans.
- h. The cost of the med-arbiter is to be borne by the Health and Welfare Fund. The med-arbiter shall be selected from either a standing list of names established by the HBGB, or a list of trained med-arbiters provided by the California State Mediation and Conciliation Service. If the Parties are unable to agree on an individual from the list being utilized, they shall strike names, with the first party determined by coin toss.

III. Role and Operations of the Health Benefits Governance Board

- 1. Plan Consultant: A consultant shall be selected by the HBGB. The contract for the consultant shall be recommended by the HBGB, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2. Responsibility for Plan Design: All Plan design modifications, including, but not limited to, co-pays; deductibles; participant benefit contributions (e.g., at tiers of coverage); premium contributions and assessments; determination of eligible participants; and selection, addition or termination of health Plans/providers for all eligible participants in health and welfare benefits Plans shall be made by the HBGB (unless a deadlock goes to Med-Arb), and implemented upon HBGB action/arbitration decision without the need for further negotiations and/or ratification by the parties.
 - a. Any employee participant contributions (e.g. for benefit configuration amounts and/or premiums) shall be accomplished through automatic payroll deduction for employee participants and through direct contributions from all other eligible participants.
 - b. Notwithstanding any other provision of this Agreement, any proposed change that would expand, limit or otherwise alter eligibility to participate in health and welfare Plans shall be enacted only upon affirmative vote of the HBGB. When there is a deadlock 1:1 vote, such changes shall not be enacted and the provision of section II. 6 above shall not apply.
- 3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBGB and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval. Such approval shall not be arbitrarily or unreasonably withheld.

IV. Calculation of Defined District Total Annual Contribution to the Health and Welfare Fund

1. Funding for Health and Welfare Fund, to cover all health and welfare benefits as used in this Article, shall be from contributions from the District and from contributions from eligible participants.

a. The contribution from the District for the 2015-2016 fiscal year shall be set using the following two factors: the base amount per authorized 1.0 FTE (BASE) and total of all authorized full-time equivalent positions (FTE). The contribution from the District for the 2016-2017 and subsequent fiscal years shall be set using the following three factors: the base amount per authorized 1.0 FTE (BASE); the per pupil percentage change to the District's Local Control Funding Formula Base Grant (LCFF); and total of all authorized full-time equivalent positions (FTE). The contribution from the District for the coming fiscal year shall be set using the information contained in the current First Interim Financial Statement following its acceptance by the Board of Education. For example, the contribution for the 2016-2017 fiscal year shall be set using the First Interim Financial Statement for the 2015-2016 fiscal year (to determine (a)(ii) below) and the October 31st Position Control Report for the 2015-2016 fiscal year (to determine (a)(iii) below). This calculation shall be as follows:

- i. take the BASE for the current fiscal year;
- ii. get the LCFF by calculating the year-over-year per pupil percentage change (increase or decrease) to the District's Local Control Funding Formula Base Grant from the prior year to the current year;
- iii. take the FTE from the total of all authorized full-time equivalent positions covered by this Agreement for the current fiscal year as set forth in the Position Control Report as of October 31st; and
- iv. increase or decrease the BASE by the LCFF and then multiply by the FTE as defined in iii above.

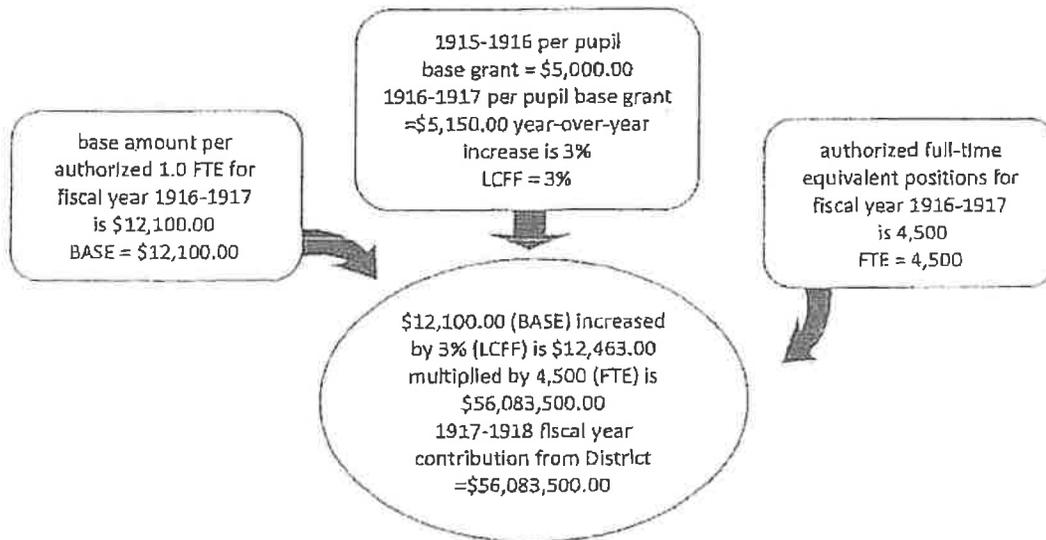
Notes: All figures to be rounded to the nearest hundredth. The initial BASE, for the 2015-2016 fiscal year, shall be \$12,117.00.

- b. Any funds not expended due to the number of budgeted FTE's exceeding the number of eligible participants shall remain in the Health and Welfare Fund as a reserve to mitigate future health benefit cost increases.
- c. For the 2015-2016 fiscal year, the District shall contribute an amount to cover the difference between the BASE and the actual per FTE cost of filled FTE's above 91% of the authorized FTE's for that year (referred to by the parties as "the fill rate"). The fill rate shall be based on the October 31st Position Control Report for the 2015-2016 fiscal year.
- d. Commencing with the 2016-2017 fiscal year, if the "fill rate" exceeds 93% in any fiscal year, based on the October 31st Position Control Report for that fiscal year, upon the request of either the Signatory Unions or the District, the parties will engage in coordinated bargaining to explore modification of the calculations set forth in this section IV.

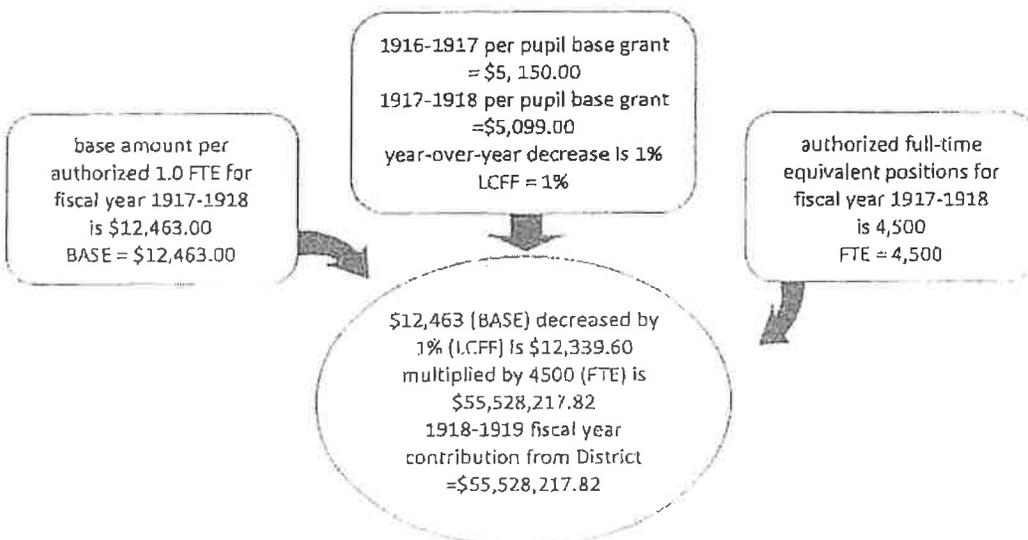
- e. If the number of eligible participants exceeds the number of authorized FTE's the District shall automatically contribute additional BASE to the Health and Welfare Fund for each such excess FTE.

Following Examples Solely for Illustrative Purposes

Determining the 1917-1918 Fiscal Year Contribution from the District to the Health and Welfare Fund



Determining the 1918-1919 Fiscal Year Contribution from the District to the Health and Welfare Fund



Tentative Agreement -- Health and Welfare Benefits

2. The contributions from eligible participants shall be determined annually by the HBGB in accordance with the provisions of this Article.
 - a. The contributions from eligible participants for the coming fiscal year shall be set and made available to the District and its employees prior to the annual open-enrollment period.

3. If the Local Control Funding Formula, what is required for the District's financial statement, and/or any other local, state, or federal enactment creates a structural change from the provisions in effect on the date of this Agreement school year and/or California has yet to adopt a fiscal year budget by the time of the First Interim Financial Statement, the HBGB will determine what changes, if any, should be made to the calculation contained in IV. 1.
 - a. When there is a deadlocked 1:1 vote, such proposed changes shall not be enacted and the provisions of II. 6. above shall not apply.
 - b. Instead, the parties will engage in coordinated bargaining to resolve outstanding issues.

4. The Parties recognize that District increases to the Health and Welfare Fund as set forth in IV. 1., shall automatically be deducted from additional dollars actually received by the District that are available for negotiations over potential salary increases for the applicable school year.

5. Administrative Costs: The requirement that health benefits expenses operate within the Health and Welfare Fund annual budget as established by the HBGB set forth above shall include, as an expense to be covered by the health Fund, any costs associated with administration of the health Fund with the expenses and contribution to be evaluated on an incurred basis. Such administrative costs may include but are not limited to training for HBGB members, any non-vendor covered costs associated with the annual Health Fair, any additional open enrollments mandated by the HBGB due to vendor and/or plan changes. By January 31st of each plan year covered by this Agreement, the District shall provide the HBGB with an itemized report on the administrative costs incurred in the previous plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions of the HBGB and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and the HBGB shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work and estimated costs.

V. Status of the Health and Welfare Fund and Shortfall Provisions

1. The HBGB shall report to the District and Signatory Unions on at least a quarterly basis regarding the status of the Health and Welfare Fund.
 - a. Specifically, such reports shall indicate whether actual expenditures from all components of health and welfare benefits Plans are projected to exceed

Tentative Agreement -- Health and Welfare Benefits

budgeted Health and Welfare Fund revenues. This determination shall be made based on claims and experience and expenses to date, projected according to objective, industry-based and historical trends, to yield an annualized projection of total expenditures.

2. Unspent Reserve Funds; Any unspent funds in the Health and Welfare Fund (after all of the prior year's costs have been covered) shall remain as an ending balance in the Fund and carried over as a beginning balance to the next year. This does not reduce the District's contribution amount as calculated in IV. 1. Conversely, if actual costs for any given year exceed the District's defined total aggregate contribution, following implementation of 3.a, b and c below; such amount shall be deducted from the District's obligation for the following year pursuant to section 3. d. below.
3. Projected Shortfall: When a shortfall is projected, the HBGB shall act immediately and within thirty (30) days of receiving a recommendation from the consultant and/or plan administrator to utilize available Health and Welfare Fund reserves and/or other action(s) to mitigate the shortfall within the fiscal year in which it is projected to occur.
 - a. In determining the amount of Health and Welfare Fund reserve utilization and/or any special assessment, the HBGB shall base its decision on the information and recommendations of the HBGB's consultant and/or plan administrator, as well as maintaining an adequate reserve.
 - b. When there is a deadlock 1:1 vote, on the foregoing determination, such proposed changes shall not be enacted and the provisions of II. 6. shall not apply.
 - c. Instead, all employee participants, exclusive of dependents, shall be assessed an equal, flat special assessment necessary to negate the shortfall within the fiscal year in which it is projected to occur.
 - d. When any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health and Welfare Fund for the following year.

VI. Effect of Agreement

1. This Agreement becomes effective only upon ratification by all parties that are signatories to this Agreement. If any such party fails to ratify this Agreement, the Parties shall immediately engage in coordinated bargaining to resolve outstanding issues, and achieve successful ratification, if possible.
2. Upon ratification by all Parties, this Agreement supersedes all existing collectively negotiated agreements between the District and Signatory Unions regarding health and welfare benefits Plans. Such agreements shall be modified, as well as all relevant Board/District policies and regulations, where appropriate to include the provisions of this Agreement.

Tentative Agreement -- Health and Welfare Benefits

3. Hold Harmless: As part of this Agreement, the Parties agree as follows:
 - a. Health and welfare benefits and associated structures for premium contributions in effect for the 2014-2015 fiscal year shall remain in effect for the 2015-2016 fiscal year.
 - b. All litigation regarding the subject matter covered by this Agreement shall be withdrawn with prejudice by the initiating party. These include the following matters pending before the Public Employment Relations Board:

AFSCME SF-CE-3077-E
OEA SF-CE-3084-E
SEIU SF-CE-3082-E
BCTC SF-CE-3078-E
UAOS SF-CE-3083-E

4. This Agreement shall continue in effect upon expiration and is subject to amendment only through a coordinated bargaining process that includes all Signatory Unions and the District, similar to the one used for its establishment.

VII. WITHDRAWAL FROM PLANS

1. District: If the District for any reason seeks to cease its participation in this Agreement and the HBGB, this may occur only through a coordinated bargaining process that includes all Signatory Unions and the District similar to the one used to establish this Agreement. Withdrawal may occur only pursuant to a negotiated agreement or exhaustion of the legally required impasse process.
2. Unions: If one of the Signatory Unions, for any reasons, seeks to cease its participation in this Agreement and the HBGB, the HBGB shall continue for the benefit of all remaining Parties and the District's obligation to contribute to the Fund shall continue.
 - a. Any Signatory Union which ceases its participation shall forfeit any and all rights and interest in this Agreement or any of its assets and shall not be entitled to any share of the reserve maintained by the HBGB upon its withdrawal from participation.
 - b. Notice of withdrawal shall be served in writing to the HBGB no later than three (3) months prior to the end of the benefits plan year.
 - c. The effective date of the Signatory Union's withdrawal shall be fifteen (15) months after the withdrawal notification submitted to the HBGB. For example, for a plan year that runs from July 1, 2016 through June 30, 2017, a notice of withdrawal on or before March 31, 2016 will be effective June 30, 2017.

VIII. DEFINITIONS

As used in this Agreement the following words and phrases shall be defined as provided in this section.

1. Day(s): A day during which the District Office is open for business.
2. Eligible Participant: Any employee participant or retiree or beneficiary who is eligible to receive a health and welfare benefit of any type as defined in the second paragraph of the Preamble to this Agreement.
3. Employee Participant or Participating Employee: All persons included in a bargaining unit as described in a collective bargaining agreement between the Parties, and any other employee of the District whether or not covered by a collective bargaining agreement. Persons employed under individually negotiated contracts or serving on the District governing Board of Trustees may also be included within these terms. If such persons are not covered by the Health and Welfare Plans contained in this Agreement the cost of any separate coverage should not be charged against the Health and Welfare Fund as defined in this Agreement.
4. Health and Welfare Fund or Health Fund or Fund: The District's internal Health and Welfare Fund composed of monies segregated from the District's General Fund to be used for health coverage for eligible participants through the Health and Welfare Plans administered by the Health Benefits Governing Board.
5. Health and Welfare Benefits Plan(s) or Health and Welfare Plan(s) or Plan(s): The benefits administered by the Health Benefits Governing Board pursuant to the terms of the collective bargaining agreements between the Parties.

Tentative Agreement - Health and Welfare Benefits

AGREED and SIGNED this 10 day of May, 2015


Troy Christmas, Oakland Unified School District


Jennie Lindsay, Oakland Unified School District


Jerry Johnson, Oakland Unified School District


Pam Goo, Oakland Unified School District


Ryan Apperson, CSEA Oakland 1


Doug Appel, California Teachers Association


Trish Gorham, Oakland Education Association


Bettie Reed Smith, SEIU Local 1021

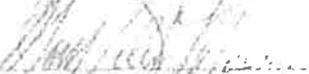

Melvin Phillips, SEIU Local 1021


Ronda Goldsby, SEIU Local 1021

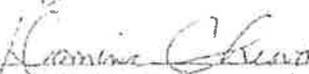

Sherman Phillips, AFSCME Local 257

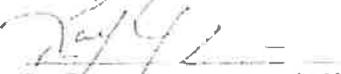

Jo Bates, AFSCME Local 257

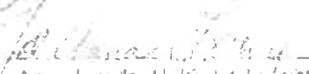

David Hunter, Building Trades Council


Mary Helen Norman, Building Trades Council

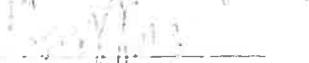

Gene Lombardi, CSEA Oakland 1


Dominic Chiavare, Teamsters Local 70


Ray Torres, Teamsters Local 853


Jo Anna Lough, United Administrators, UAOS


Loran Cherry, United Administrators, UAOS


Gregory Dahnis, OUSD Legal Counsel
Dannis Woliver Kelley