

COSATS CLASSIFIED SUNSHINE PROPOSAL

The following shall be the sunshine proposal from the COSATS/CTA/NEA for all matters to be bargained in the initial collective bargaining agreement (Agreement) between the parties. These proposals are preliminary and will be subject to modification, addition, or deletion as is appropriate through the negotiations process.

I. Recognition

Oakland School for the Arts recognizes the *Coalition of Oakland School for the Arts Teachers and Staff (COSATS/CTA/NEA)* as the exclusive representative of *classified staff at OSA*. This Agreement uses the term "member" to denote all represented employees under this Agreement. The parties to this Agreement shall be the *OSA* and the *COSATS*.

II. Negotiation Procedure

Procedures and timelines shall be established for all future contract negotiations.

III. Union Rights

Union rights shall be established in order to ensure Union's ability to fulfill its duties and responsibilities to its members.

IV. Employment Status

The parties shall establish consistent procedures for determining employment status for all members and allow for permanent status.

V. Organizational Security

The Union shall have the right of collecting Union dues by way of payroll deduction.

VI. Layoff and Reemployment

The parties shall establish procedures for implementing Reductions in Force when necessary as prescribed in this Agreement, and as part of that process shall establish reemployment rights for laid off members.

VII. Staffing and Workload

In order to ensure safe and effective working and learning conditions for all members and students, the parties shall establish minimum staffing levels to ensure the safety of the school and a balanced and fair workload for all staff.

VIII. Hours of Employment

The parties shall establish a clear schedule of a member's work hours, work year, including overtime where appropriate. The parties shall establish paid preparation time, if appropriate for the position, commensurate with duties assigned.

IX. Assignment, Transfer and Reassignment

The parties shall establish clear procedures for assignment, transfer and reassignment of members.

X. Compensation

The parties shall establish a fair salary schedule, criteria for appropriate placement on the salary schedule, criteria for cost of living adjustments, and compensation for additional work duties and responsibilities, including the assignment of stipends.

XI. Benefits

The parties shall establish fair benefits packages including but not limited to eligibility criteria, medical benefits, dental benefits, vision benefits, life insurance, and pension contributions.

XII. Discipline/Dismissal

The parties shall develop procedures for the discipline and dismissal of members that conforms to the principles of just cause and due process. Procedures shall also be established for use and access of member personnel files.

XIII. Leaves of Absence and Vacations

The parties shall develop "leave" policies that shall include but not be limited to;

- a. Sick leave
- b. Personal leave
- c. Family medical leave
- d. Pregnancy, Parental, Child Bonding leave
- e. Bereavement leave
- f. Leave for jury duty
- g. Court witness leave
- h. Military leave
- i. Unpaid leave
- j. Catastrophic illness/injury leave program
- k. Vacation Leave

XIV. Professional Development and Training

The parties will establish a process for ensuring that Professional Development meetings and trainings are meaningful, necessary, thoughtfully planned, and only Professional Development that primarily focus on improving Staff training and growth are required for attendance. Additionally, the parties will establish a process for support for paid outside professional development, including but not limited to staff development that is relevant to staff jobs and functions.

XV. Coaching and Onboarding

The parties will establish training systems and regular coaching support for new and established classified staff.

XVI. Evaluation

The parties shall establish a meaningful procedure for evaluation of members that includes timelines, frequency of evaluation, clear and objective criteria, and a process for the mutual determination of evaluation goals, progress checks, and remediation plans, if necessary.

XVII. Safety

The parties shall establish procedures ensuring safe and secure conditions for staff and a physical environment conducive to carrying out these duties.

XVIII. Grievance Procedure

The parties shall establish a procedure to resolve differences over the enforcement of this Agreement with preference to resolving differences at the lowest possible level, and with progressive steps to allow resolution up to and including binding arbitration.

XIX. Complaints

The parties shall establish consistent, transparent and fair procedures for responding to complaints from members of the school community including teachers, staff, parents and students.

XX. Materials and Supplies

The parties will establish consistent procedures for ensuring access to adequate materials, supplies, resources for staff to carry out duties to implement their responsibilities.

XXI. Other Conditions of Employment

The parties shall establish fair procedures regarding other general conditions of employment not specified above.

XXII. Additional Rights Not Specified

All rights afforded to regular public school employees under the California Education Code shall be granted to members unless specifically specified otherwise in this Agreement.

XXIII. Savings Clause

If any portion of this contract is rendered null and void by a court of competent jurisdiction or by a change in legislation then the remaining portions of this contract remain in full effect.

XXIV. Assignability

This Agreement is assignable.

XXV. Term of Agreement (or "Effect of Agreement")

The parties shall establish a term of this Agreement and a process for opening negotiations for a successor Agreement.