

January 23, 2020

Dear OSA Administration and Board of Directors,

Please find enclosed our union's Sunshine Proposal. We are eager to start our union contract negotiations soon. Together we can address many important issues at OSA that will help our school attract and retain the highest quality teachers and support our students' success.

As you know, presenting our respective Sunshine Proposals at a school board meeting is the first step in this process. Our intention is to sunshine our opening proposals at the January 29, 2020 OSA Board Meeting. Please make sure this is duly placed on the Board agenda for that night. We anticipate making a five to seven-minute presentation to contextualize these proposals within our broader vision for OSA.

In early February, we will share with you a range of proposed dates for union negotiations, as well as a request for relevant information so we can begin to prepare our proposals. If you have any questions about the process, please don't hesitate to ask.

Sincerely,

COSATS Bargaining Team Members,

Patrick Anseth

Kris Bradburn

Kev Choice

Uma Joshi-Garcia

Andrew Junge

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COSATS 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 *Coalition of Oakland School for the Arts Teachers and Staff (COSATS/CTA/NEA)* as the exclusive representative of educators 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. Association Rights

Association rights shall be established in order to ensure association'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 that allows for permanent status.

V. Organizational Security

The Association shall have the right of collecting association dues and applicable agency fees 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. Shared Decision Making

The parties shall establish a clear process to ensure participation by COSATS in any decisions that impact the school's structure, including but not limited to schedule, teaching responsibilities, shows, performances, CTE requirements, admission policies, or other conditions that impact our school community.

VIII. Class Size and Work Load

In order to ensure safe and effective working and learning conditions for all members and students, minimum staffing levels, class size limitations, and course loads will be established for each grade level and within each program area.

IX. Hours of Employment

The parties shall establish a clear schedule of member work hours, and a work year. The parties shall establish paid preparation time commensurate with duties assigned.

X. Assignment, Transfer and Reassignment

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

XI. Wages

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.

XII. Health & Welfare 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.

XIII. 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.

XIV. Leaves of Absence

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. Sabbatical leave
- k. Professional practice leave (tours, residencies, etc.)
- l. Catastrophic illness/injury leave program

XV. Professional Development

The parties will establish a process for ensuring that Professional Development meetings and trainings are meaningful, necessary, thoughtfully planned, and primarily focused on improving teaching and learning. Additionally, the parties will establish a process for support for paid outside professional development, including but not limited to faculty becoming compliant with new credentialing laws.

XVI. Coaching and Onboarding

The parties will establish regular coaching support for new teachers and appropriate non-punitive support for struggling teachers. Provide support system for experienced teachers that are new to OSA in learning our system and onboarding.

XVII. Evaluation

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

XVIII. Safety, Health and Learning Environment

The parties shall establish procedures ensuring safe and secure conditions for teaching and learning and a physical environment conducive to learning.

XIX. Collective Bargaining Agreement Enforcement Procedure (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.

XX. Complaints

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

XXI. Materials and Supplies

The parties will establish consistent procedures for ensuring access to adequate materials, supplies, resources and timely repairs necessary for students and educators to implement their educational responsibilities.

XXII. Arts Program Implementation

The parties shall establish specific processes for ensuring curriculum, resources and pedagogical approaches to teaching different arts disciplines are consistent with the needs of students and faculty.

XXIII. Other Conditions of Employment

The parties shall establish fair procedures regarding the development and implementation of curriculum, classroom facilities, use of technology, student discipline procedures, professional development, enrollment policies, intellectual property, payroll and record keeping, and other general conditions of employment.

XXIV. 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.

XXV. 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.

XXVI. Assignability

This Agreement is assignable.

XXVII. 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.