

**ARTICLE 22**  
**EARLY CHILDHOOD EDUCATION CENTERS**

**22.1. General**

- 22.1.1. All articles of this contract are in effect unless specifically modified in this article. Toward this end, the parties expressly agree to modify the following contract provisions:
- Article 3 - Definitions
  - Article 10 - Hours of Work
  - Article 12 - Transfer/Consolidation
  - Article 15 - Class Size and Caseloads
  - Article 17 - Safety and Security Conditions
  - Article 21 - Special Service and Specialized Assignments
  - Article 24 - Compensation
- 22.1.2. Article 23 of this contract shall not apply to Early Education Centers.

**22.2. Definitions**

- 22.2.1. Center is defined as an Early Childhood Education Center.
- 22.2.2. Site Administrator is defined as the management employee who has responsibility for one or more centers or offices.
- 22.2.3. Teacher is defined either as a CDC Preschool teacher, a CDC School-age teacher or a State Preschool teacher. (A State Preschool teacher is also sometimes referred to as a State Pre-K or State Pre-Kindergarten teacher.)
- 22.2.4. Day is defined as a center workday.
- 22.2.5. Daily Rate is defined as the employee's annual salary plus stipends, divided by the number of contract days of service in a center year.
- 22.2.6. Seniority is defined as number of years of service in the District with required certificate/credential, including leaves of absence for sabbatical and military leave.

**22.3. Association Rights**

- 22.3.1. The Employer shall provide release time, cost of substitute if required, to be borne by the Association, for up to five (5) unit members who have been elected to serve as official Association representatives, to attend ten (10) Association meetings per year. Additionally, when necessary, up to four (4) unit members who have been so elected may, with the approval of the site administrator, arrange to change shifts or to arrive at other mutually agreeable solutions (including providing substitutes when available) in order to attend these meetings.

- 22.3.2. The Association shall provide the Employer with the names of all official Association representatives and the dates and times of Association meetings.
- 22.3.3. The parties recognize that under normal circumstances unit members are not required to perform routine custodial tasks. Nevertheless, the performance of such tasks may be required from time to time in the interests of teacher/pupil safety and hygiene. Unit members are not required to cook food or obtain food for their pupils unless they agree to do so.

## **22.4. Safety Conditions (ECE)**

### **22.4.1. General**

- 22.4.1.1. The District, with input from the site administrator and the FC at each school site shall work to ensure that employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.

### **22.4.2. Fire and Disaster (ECE)**

- 22.4.2.1. Neither the Employer nor the employee shall knowingly violate the provisions of the California Fire Code and/or the Oakland Fire Code. Fire and other emergency action plans have been developed at each school site and teachers should familiarize themselves with details of such plans. These include building evacuation routes, the locations to which students are to report in the event of an air raid or other civil disaster, and the administrator in charge in the event of an emergency.

### **22.4.3. Disruptive Action by Students (ECE)**

- 22.4.3.1. Unit members may send to the appropriate administrators those students whose actions are a danger to the teacher's person or property and/or are disruptive to their classroom instructional program. Should the student refuse to comply, the administrator shall be notified and the administrator will take appropriate action to remove the student from the immediate environment. ~~Prior to the student being returned to the unit member's class, the administrator shall meet with the unit member to discuss the student's conduct and provide necessary support.~~

### **22.4.4. Assault, Attack or Threat Against an Employee**

- 22.4.4.1. It shall be the duty of the employee to:
  - 22.4.4.1.1. Report the incident immediately to the administrator in charge or designee, who will immediately report the incident to the Police or immediately notify the student's parent, guardian, or other responsible adult.
  - 22.4.4.1.2. Prepare a written statement concerning the incident and present it to the site administrator who will then add their remarks, if any, to the statement, and then forward it immediately to the Oakland Police Department.
- 22.4.4.2. The District shall provide and select legal counsel for an employee who appears as a witness at any trial or hearing when such request is initiated by the District. The District shall also provide legal counsel to an

employee charged in a criminal or civil complaint that results from the performance of duties provided that criteria as set forth the law is met. Such law provides "...act or omission in the scope of employment and the public entity determines that it is in the best interest of the public entity. The employee acted or failed to act in good faith without actual malice and in the apparent interest of the public entity."

- 22.4.4.3. In the case of assault, attack or threat against a student, it shall be the duty of the employee to report the incident immediately to the administrator in charge who shall then implement the District's Discipline Policy.
- 22.4.4.4. The students involved in conduct prohibited by Sections in 22.4.3 and 22.4.4 above shall not be returned to any class until the site administrator has initiated action in accordance with the District's Discipline Policy.
- 22.4.5. *Civil Disorder (ECE)*
  - 22.4.5.1. Should conditions of civil disorder or student unrest develop to the extent that, in the Superintendent's judgment, and in consultation with the FC's where practicable, a school(s) cannot be kept open with reasonable assurance of safety to pupils and teacher, the District shall declare an emergency closing of the school for a period of time considered necessary by the District.
  - 22.4.5.2. Teaching days lost at the site because of such closure shall be counted as if they were days served within the teaching contracts, with no loss of salary. After school has been closed, the site administrator will call a faculty meeting for the orderly reopening of the school.
- 22.4.6. *Unauthorized Person (ECE)*
  - 22.4.6.1. When unauthorized persons are observed on school premises, they shall be reported to the administrator or designees, who shall enforce the "no loitering" rules of the District by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.
  - 22.4.6.2. The parties acknowledge the importance of campus security. The District will seek to implement measures to provide a secure campus learning environment at each school site. Recommendations from the FC and the District Safety Committee shall be sought.
- 22.4.7. *Safety After School (ECE)*
  - 22.4.7.1. The District has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for preplanning and safety determination of after-school events have established for local sites as well as District-wide.
- 22.4.8. *Safety Conditions*
  - 22.4.8.1. The Employer with the input from the Site Administrator and the FC at each Early Childhood Education Center shall work to ensure that unit members will not be required to work under unsafe or hazardous

conditions or to perform tasks which endanger their health, safety, or well being.

**22.4.9. *School Site Discipline Committee***

22.4.9.1. An Early Childhood Education Center Safety/Discipline Committee shall be established at each center site. Committee members will include the site administrator and an equal number of unit members and parents. The center committee shall meet and develop procedures pertaining to safety, student conduct and discipline. The committee shall function in an advisory capacity and shall make an annual report to the Director of Early Childhood Education Centers. A copy of the report shall be made available to the Association upon request. The Site Administrator shall be responsible for advising unit members of the requirements of the State law and reporting procedures and responsibilities related to child abuse.

**22.4.10. *Safety-After Center Hours***

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

**22.5. Vacancies**

22.5.1. All known vacancies shall be listed as vacancies occur. All qualified permit teachers in the District may apply. Priority consideration will be given in the selection process to teachers in Child Development Centers. Positions which become available as a direct result of the above mentioned posting may be posted immediately. All vacancies, which have not been posted and have been filled by newly appointed teachers, shall be posted at the next available posting period.

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

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

22.5.4. All certificated (Permit) unit members shall be eligible to apply. Such eligibility will be clearly stated on the official listing. Applicants who are not selected for a position shall be notified in writing within seven center days of the date the selection is made. Applicants may request that the reasons for denial be given in writing. Such reasons shall be provided upon request. (See Article 12 -

**22.6. Application Procedure**

- 22.6.1. Application forms shall be available in the Center Administration Office and in the Human Resources Services and Support.
- 22.6.2. Unused.
- 22.6.3. It is desirable for the unit member to discuss with the center administrator the reasons for submitting a transfer application if the unit member so desires.
- 22.6.4. Each center administrator or the program director shall supply the Director of Human Resources with the basic data upon which to determine eligibility. The Director of Human Resources shall determine the eligibility of a candidate for consideration for a position on the basis of assignment factors.
- 22.6.5. Ineligible candidates will be notified of their ineligibility. If an interview seems desirable, it may be arranged by either the unit member or the center administrator.
  - 22.6.5.1. The Director of Human Resources shall notify all applicants for a position that a decision has been made. If the transfer request is denied, the unit member may request that the reasons for the denial be given in writing.
- 22.6.6. Notices of vacancies for which unit members are eligible to apply shall be listed, except in cases where vacancies are filled by Employer-initiated transfers.
- 22.6.7. Vacancies not filled as the result of the second listing and those resulting from it shall be filled by unit members who do not have an assignment because of consolidation of their positions, unit members on leave who have not been assigned and other unassigned unit members.
- 22.6.8. All ensuing vacancies during the year shall be filled first by unassigned unit members who have the required certificate/credential qualifications/experience (as defined in past preparation, formal evaluations, and length of service to District). Remaining vacancies shall be filled by applicants (new hires) having qualifications for the position.
- 22.6.9. Positions of unit members on leave for one-half their duty year shall not be considered vacancies.
- 22.6.10. These provisions shall not apply to unit members who extended their leave beyond one-half duty year. In the event the unit member does not return or chooses to select another assignment, the unit member's former position shall be declared vacant and will be listed.
- 22.6.11. Unit members leaving stamped self-addressed envelopes with the Director of Human Resources shall receive OUSD certificated listings during their non-duty days.

**22.7. Assignment Factors Considered for Position**

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

granting a transfer request.

**22.8. Transfer – General Provision**

- 22.8.1. A transfer is defined as an assignment change from one site to another within the District, but does not apply to a change in assignment at a site or to assignment to a particular classroom or age grouping.
- 22.8.2. Unit members shall not be transferred or consolidated more than once during their probationary period except in an emergency or for extenuating circumstances.
- 22.8.3. Unit members whose transfer requests have been approved and newly hired unit members will be expected to remain in the new assignment for at least two years unless an emergency situation or extenuating circumstances make it desirable for a transfer to take place.
- 22.8.4. Transfers and changes in assignment shall be made on a voluntary basis whenever possible. In making voluntary transfers, the convenience and wishes of the teacher shall be given careful consideration.

**22.9. Employer - Initiated Transfer**

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

employer-initiated transfer with reasons to be stated to the appropriate site administrator or Director of Early Childhood Education.

- 22.9.5. If possible, the Director of Human Resources shall notify the unit members in writing of the new assignment by the second Friday in January when the Employer-initiated transfers are to take effect at the beginning of the spring semester and by the first Friday in June when it is to take effect the following program year.

## **22.10. Consolidations**

- 22.10.1. Factors to be considered in selecting a unit member are:
- Certificate/Credential
- 22.10.2. All of the above given factors being equal, seniority in the District shall be given preference.
- 22.10.3. A staff consolidation is defined as a reduction in the number of certificated unit members at a given center due to a decrease in enrollment, curriculum change, child program change, age grouping change, and budgetary limitation, or other circumstances producing a similar effect upon unit member assignments.
- 22.10.4. When specific consolidations are to take place, the center administrator will inform the unit member and discuss if requested the unit members modifications required.
- 22.10.5. Before any consolidation actually takes place, the center administrator shall arrange a conference and discuss with the unit member who is being consolidated the necessity for the consolidation of the position.
- 22.10.6. The unit member to be consolidated may telephone or request an appointment with the Director of Human Resources to discuss all known vacancies and possible future vacancies to be listed.

Center consolidations shall be effective on either January 31 or June 30. For consolidations that are scheduled to take place on January 31, the affected unit members shall be given appropriate written notice no later than December.

- 22.10.6.1. For consolidations that are scheduled to take place on June 30, the affected unit member shall be given appropriate written notice no later than May 15.
- 22.10.7. Non-classroom consolidations may take place anytime during the school year. The Employer shall determine the necessity of a consolidation. When specific consolidations are to take place, the administrators of the sites involved will inform unit members and discuss if requested, the unit member's modifications required.
- 22.10.8. Unit members to be reassigned because of consolidation of their positions will have preference in applying for listed vacancies in accordance with assignment factors. The District of Human Resources shall notify the unit members in writing of the new assignment as soon as possible, and provide one working day of released time for moving from one site to another.

- 22.10.9. The Employer will provide information to the Association upon request prior to district-wide consolidations.

**22.11. Transfer/Consolidation Due to Center Being Closed/Replaced**

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

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

**22.12. Unit Member Assignment**

- 22.12.1. Unit members shall be given written notice of center assignment when the center program is completed in June for the ensuing year. The unit members shall be so informed in writing, and upon request, the center administrator shall have a conference with the unit member. The unit members shall be consulted individually regarding any change in the unit member assignment due to unanticipated circumstances after the initial assignment, and shall be so informed in writing.
- 22.12.2. Unit Members assigned to a center shall work with any age-grouping served by the center as assigned by the center administrator. However, the site administrator will consider requests of individual unit member to work with specific age groups.
- 22.12.3. In order to assure that the pupils are taught by unit members working within their areas of competence, unit members shall not be involuntarily assigned outside the scope of their teaching certificate.
- 22.12.4. The Superintendent shall assign all newly appointed unit members to specific centers for which the Board has authorized employment. New unit members shall receive notice of assignments as soon as practical.

**22.13. Hours of Work**



22.13.1. *Work Year – CDC Preschool and CDC School-age*

- 22.13.1.1. The work year for CDC Preschool and CDC School-age permit unit members will be 208 days.
- 22.13.1.2. CDC Preschool and CDC School-age unit members shall schedule their non-scheduled day(s) by mutual agreement with the site administrator. Site administrators shall not unreasonably prevent mutual agreement. Not more than one-half of the certificated unit members may be off work at one time. If these provisions have been met, and two or more unit members wish to be off from work at the same time, seniority in the District shall be the determining factor. Non-scheduled days will be prorated for unit members hired after July 1<sup>st</sup> of any given year.
- 22.13.1.3. When two or more teachers request the same non-teaching days and mutual agreement has not been reached, the teachers concerned may request a conference with the site administrator. The site administrator will schedule a conference within five days of the request before seniority is invoked.
- 22.13.1.4. When an Early Childhood Education site work calendar is mutually agreed upon with the site administrator and approved by the Employer for the following center year it may not be changed, except that unit member shall be entitled to reschedule their teaching days in emergency situations such as extended personal illness or injury or emergencies related to members of their families. This provision shall not be interpreted to require any other unit member to reschedule their teaching days.
- 22.13.1.5. When requested by the Employer to work beyond the contract year, unit members shall be paid per diem on the basis of their annual scheduled salary. Such additional duty shall be by mutual agreement. Unit members who upon their own request work beyond the contract year shall be paid the regular/non-long-term substitute rate.
- 22.13.1.6. The Early Childhood Education CDC Preschool-CDC School-age and the State Preschool calendars can be found in Appendix 4.
- 22.13.1.7. There shall be two planning days each year.
- 22.13.1.8. One half-day per year will be scheduled by the site administrator for all unit members at that individual site to be used for group planning, in-service, or articulation with elementary schools. Whenever possible, the half-day will coordinate morning and afternoon session unit members so that substitute costs will be minimized.
- 22.13.1.9. The Employer shall provide each unit members at a Center with a copy of the appropriate annual ECE calendar.
- 22.13.1.10. Unit members hired prior to July 1, 2006 may voluntarily request to reduce their work year to the State Preschool work year, provided a State Preschool vacancy exists. Such requests shall not be unreasonably denied.

22.13.2. *Work Year – State Preschool Program*

- 22.13.2.1. The work year for State Preschool unit members hired on or after July 1, 2006 shall be 183 days, or the number of days that State Preschool students are scheduled for classes, plus three (3) additional days of professional development activities as scheduled by the District for a total of 186 duty days.
- 22.13.2.2. The work year for State Preschool unit members hired prior to July 1, 2006, shall be 208 days, consistent with the Regular CDC Work Year. State Preschool unit members on the 208-day work year shall not be eligible to use non-scheduled days on days on which State Preschool students are scheduled for classes.
- 22.13.2.3. Summer Work for 186-day State Preschool Teachers. Qualified State Preschool teachers shall have priority over substitutes for substitute assignments that occur in ECE summer programs outside of the State Preschool work year. State Preschool teachers shall submit their interest in filling such substitute assignments in writing to the ECE director or designee by March 1<sup>st</sup>. The District shall provide a copy of the list of volunteers to the Association. Such assignments shall be at the appropriate ECE Permit Teacher substitute rate.
- 22.13.2.4. The unit member shall be guaranteed a duty-free lunch period, preparation and break during the seven hour work day.
  - 22.13.2.4.1. Each teacher shall be provided with a pupil-free 50 minute preparation period, in addition to their 30 minute daily preparation period, once every two-a-weeks.
  - 22.13.2.4.2. During this 50-minute preparation period, students shall be taught by an itinerant music and arts teacher. This position shall be funded by Proposition 28 (Arts and Music in Schools).
- 22.13.2.5. If a unit member is required by the site administrator to perform a duty that interferes with the duty-free lunch period, student-free preparation period or break, the site administrator shall reschedule the duty day to provide for such comparable periods of time, or the employee shall be compensated at the extra-duty rate.
- 22.13.2.6. A unit member who is required to work beyond the duty day for more than 15 minutes shall be compensated at the extra-duty rate.
- 22.13.2.7. A Teacher in Charge (Opening) and Teacher in Charge (Closing) shall be assigned by the site administrator. These assignments shall be reduced to writing and these unit members shall be notified of their assignments prior to the start of the center year. Temporary Teachers-in-Charge (Opening or Closing) may be assigned as necessary. These assignments will be reduced to writing when possible.
  - 22.13.2.7.1. Unit members assuming these duties in the absence of the site administrator shall be paid an annual stipend. The stipend shall be paid on a pro rata basis to all of the teachers providing these services. (See Appendix 1 – ECE Teachers Certificated/Permit Salary Schedule.)

- 22.13.2.8. Responsibilities of the Teacher-in-Charge include:
- Opening or closing of ECE Center and
  - Receiving State documents and
  - Assigning students to individual classes in the event a substitute cannot be secured and
  - Referring parents to the site administrator in case of specific concerns and
  - Responding to emergency situations as necessary
  - Other related responsibilities shall be consistent with Section 22.13.4.
- 22.13.3. Certificated Early Childhood Education unit members who provide substitute coverage to parts of classes for which substitutes are not provided by the Employer under circumstances where a substitute is normally authorized, shall be granted the pay which would have been paid to a daily substitute teacher. Such pay shall be paid proportionately to the teacher involved. Children shall be distributed in the fewest groups possible and in the most appropriate age levels possible.
- 22.13.4. A unit member who temporarily assumes the role of the site administrator without action having been taken by the Board will have administrative responsibilities. The requirements include use of independent judgment, excluding the right to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline other employees, to assign work, direct and adjust grievances or recommend such action.
- 22.13.5. *General Provisions*
- 22.13.5.1. Lesson preparation, study, student evaluation, conferences, etc. are to be conducted during those periods of time so scheduled. Unit members shall have the flexibility as to location at the site to perform such functions, provided that such performances do not interfere with their regularly assigned duties and those of others at the site.
- 22.13.6. A Labor/Management Advisory Council shall be established that includes the Director of Early Childhood Education, assigned central office staff, and designated site administrators who meet with site representatives and other unit members from various sites. All unit members are eligible to participate in this voluntary activity.
- 22.13.6.1. The purpose of the council is to improve the dissemination of information and to promote on-going articulation between unit members and the Director. The goal of this partnership should include the improved understanding of program needs in order to foster positive public information skills for all unit members who participate.
- 22.13.7. *Program Expansion/New Facilities*
- 22.13.7.1. All vacancies shall be listed.
- 22.13.8. *Teacher/Child Maximums*
- 22.13.8.1. Teacher/child maximum is defined as the maximum number of pupils who may be in attendance with each unit member. The Employer shall adhere

to the following unit member/child maximums in the District Early Childhood Education Centers as established by the State Department of Education:

	Teacher/Child Maximum	Adult/Child Maximum
0 yrs to 2 yrs	1:18	1:3
0 yrs to 3 yrs	1:16	1:4
<del>Inclusion Classrooms</del>	<del>4:16</del>	<del>4:4</del>
3 yrs to 6 yrs (Preschool to Kindergarten)	1:24	1:8
6 yrs to 10 yrs (1st to 3rd)	1:28	1:14
10 yrs to 14 yrs (3rd to 8th)	1:36	1:18

- 22.13.9. Exceptions to class size maximums may be taken when space is inadequate, when health and safety of students could be imperiled.
- 22.13.10. Waivers to class size maximums may be made upon mutual agreement of the site administrator and the unit member(s) involved.
- 22.13.11. In the event that the State Department of Education changes its established ratios, the Association and the District shall reopen negotiations within 20 center days to discuss what effect, if any, the change may have on the provisions of this Article.
- 22.13.12. Inclusion

22.13.12.1 Release time of ~~one~~ three-days per school year shall be allocated to unit members who are teachers of identified inclusion pupils, to provide planning time.

~~22.13.12.2 Unit members impacted by inclusion shall be provided specialized training necessary for successful implementation. Such training shall be at the unit member's request and with release time or compensation at the unit member's hourly rate of pay.~~

22.13.12.1 ~~Three~~ One additional days of staff development/training shall be ~~offered to~~ provided for unit member working with inclusion pupils. Such staff development training shall be ~~on release time or compensated at the unit member's~~ daily hourly rate of pay.

~~22.13.12.4 Unit members shall not be required to accept assignments in the inclusion program.~~

22.13.12.2 All unit members shall receive three hours of training on working with inclusion students. This training shall occur during one of the required professional development days.