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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Jenine Lindsey, Interim General Counsel

Meeting Date May 22, 2024

Subject Tentative Agreement, as Agreement Between the District and the United Administrators of Oakland Schools (“UAOS”)

Ask of the Board Approval by the Board of Education of Tentative Agreement (“TA”), as Agreement between the District and the United Administrators of Oakland Schools (“UAOS”), with disclosure of all applicable AB 1200 requirements.

Background The TA between the District and UAOS, shall become effective July 1, 2023 and shall remain in full force and effect until June 30, 2026.

Discussion Government Code 3547.5(a) states: “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.”

AB 1200 (specifically Government Code section 3540.2) requires: “A school district that has a qualified or negative certification . . . shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representatives of the employer, pursuant to this chapter. The school district shall provide the county superintendent of schools with all information relevant to yield an understanding of the financial impact of that agreement.” In response, “[t]he county superintendent of schools shall notify the school district, the county board of education, the district superintendent, the governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement reviewed pursuant to subdivision (a) would endanger the fiscal well-being of the school district.”

Fiscal Impact

The TA is within the District's financial ability to cover the anticipated costs and the review by the Alameda County Office of Education ("ACOE") through the AB1200 process is pending. The purpose of ACOE's review, as required by Government Code Sections 3540.2 and 3547.5, is to review and comment on tentative agreements.

Attachment(s)

- Tentative Agreement between the District and UAOS
- Public Disclosure of Collective Bargaining Agreement AB 1200

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ARTICLE 4 - HOURS OF WORK

4.1 Workday

4.1.1 The basic full-time workday for unit members shall be seven and one-half hours, exclusive of lunch.

4.1.1.1 Unit members shall be on duty at such times as may be necessary to meet their program responsibilities.

4.1.1.2 ~~When in the best interest of the District,~~ **To the extent feasible,** modifications in daily work schedules may be made by the unit member with the **prior written** approval of **both** the unit member's immediate supervisor **and the Chief of Talent.** Upon written request by the Union, the District agrees to meet at a mutually convenient time and place to bargain concerning such schedule changes. Modified schedules shall provide for no less than thirty seven and one half hours of service per week. Lunch periods shall be no less than thirty minutes per day. **This section shall not be misinterpreted, misapplied or interpreted in a manner that impedes on the District's exclusive right to manage the District pursuant to state or federal law including but not limited the District's rights outlined in Article 3 of the CBA.**

4.1.2 Unit members shall attend such meetings or render such other services outside their basic workday or workweek as may reasonably be required by the Superintendent or Designee for the effective performance of their duties. Compensatory time shall be granted for participation in these activities in excess of five hours per month. Such time shall not be unreasonably denied.

4.2 Work week The basic workweek for unit members shall be five days per week, Monday through Friday. When in the best interest of the District, modifications of the basic workweek may be made by the unit member with the approval of the unit member's immediate supervisor. Upon written request by the Union, the District agrees to meet at a mutually convenient time and place to bargain concerning such schedule changes.

4.3 Work Year

4.3.1 The work year for all unit members can be found in Appendix 2. Modification of the work year can occur only by agreement between the District and the Union.

4.3.2 Beginning in January of each year, the parties agree to meet to develop a work year calendar, including but not limited to open and closing of schools, religious and secular holidays and professional development days.

4.4 Hours of Work

4.4.1 Site Administrators with a 214-day or 219-day work year may schedule professional development outside of the work year and/or workday described above subject to the approval of their immediate supervisor and in conjunction with Article 29.2 of this Agreement.

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4.4.2 The work year for Assistant Principals elementary, middle and high shall be increased from 205 to 214 days.

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ARTICLE 5 - VACATIONS AND NON-WORKDAYS, HOLIDAYS AND LEAVES OF ABSENCE

5.1 Vacations and Non-workdays

5.1.1 Classified unit members shall be entitled to twenty (20) days paid annual vacation each full year. Classified unit members with twenty-five (25) or more years of service on July 1 of the current fiscal year shall be entitled to twenty-five (25) days paid annual vacation for a full year thereafter.

5.1.1.1 The vacation anniversary date for classified unit members shall be determined by the date of hire.

5.1.1.2 Full vacation credit shall be earned for each month in which a classified unit member is in a paid status for more than half of the working days of the month. Vacation credit shall be prorated for each month in which the unit member is in a paid status for less than half of the working days in the month.

5.1.1.3 Vacation credit for new classified unit members shall be calculated from the first day of paid service and prorated on the basis of the number of months remaining in the fiscal year. New classified unit members shall be eligible to take vacation days only after completing six (6) calendar months of employment.

5.1.1.4 Classified unit members who have completed their initial six (6) months of employment shall have all annual vacation days credited to their vacation accounts on the first working day of the fiscal year. Except as provided below, all vacation days must be taken by the end of the fiscal year.

5.1.1.5 All UAOS members have a right to take their earned vacation. Vacations shall be scheduled so as to enable the District to maintain its ~~full-functioning~~ **operational** status. Classified unit members shall request vacation days at least ten (10) days in advance **and no later than May 1st of the current fiscal year**. Use of vacation days is subject to the approval of the unit member's immediate supervisor. ~~Classified unit members shall request vacation days at least ten (10) working days in advance.~~

5.1.1.5.1 UAOS and OUSD will work collaboratively with UAOS to establish calendars of black out dates based on the programmatic needs of each department or subdivision. These calendars will be provided to classified unit members no later than June 1st preceding the new fiscal year. New employees will receive the black out calendar dates during on-boarding.

5.1.1.6 Vacation must be taken for a minimum of one-half day at a time, unless a shorter period is required to exhaust a vacation balance.

5.1.1.7 Vacation days shall not be carried over to the next fiscal year except upon written approval of the unit member's immediate supervisor. Eligibility for new vacation accrual shall be as follows: 1.

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Employees with more than 50 days: Unit members with an excess of fifty (50) days of vacation, shall have vacation accrual suspended until vacation balances fall below twenty-five (25 days). 2. Effective July 1, 2021, a unit member shall not accrue an excess of twenty five days of vacation (new vacation accrual for each year shall be adjusted to ensure that a unit member does not accrue in excess of twenty-five (25 days). A classified unit member shall not be paid for working additional days (~~i.e. weekends and holidays~~) in a fiscal year unless payment for such additional days is requested in advance and approved in writing by the unit member's immediate supervisor and the Superintendent or designee.

5.1.1.8 A classified unit member who has completed at least six (6) months of active service and who resigns, retires, is terminated, or takes a long-term leave of absence prior to the end of a fiscal year shall be paid for all days actually worked during such year and for all vacation days earned but not taken. Any and all adjustments shall be made in the unit member's final pay warrant. In the event the unit member has already received more salary or more vacation pay than is justified by the number of days actually worked, the unit member shall return the excess amount to the District within thirty (30) days of notification. Prior to the deduction for excess vacation days taken or the return of excess salary to the District, the unit member shall be notified in writing of the reason for the deduction or request for return of salary, including specific amounts, dates, and other facts, involved, and shall be given an opportunity to dispute the deduction or request and to present any evidence in his/her own behalf. A classified unit member who has not completed at least six (6) months of active service in the District prior to resigning, retiring, or being terminated shall forfeit all vacation days and all payment therefor. A classified unit member with less than six (6) months of active service in the District who is granted a long term leave of absence shall receive neither vacation days nor payment therefore until his/her return from leave to active service.

5.1.1.9 A classified unit member who is hospitalized, becomes ill, or suffers an accident while taking vacation days, and who would have 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.

5.1.1.10 Vacation days shall be considered paid workdays and shall be included in the calculation of a classified unit member's official work year for all purposes including retirement.

5.1.2 Certificated unit members shall be entitled to a specific number of unpaid non workdays each year. The number of such days shall be calculated for each certificated unit member by subtracting the number of days in his/her work year from the number of days on which the Administration Building is open.

5.1.2.1 Non-workdays for new certificated unit members employed or assigned after July 1 shall be prorated on the basis of the number of workdays remaining in the fiscal year, except that the certificated supervisors shall be required to work all possible scheduled duty days remaining in the fiscal year.

5.1.2.2 The non-workdays of each certificated unit member shall be computed on July 1 of each year

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and may be taken at any time during the fiscal year, subject to approval by the unit member's immediate supervisor. A certificated unit member may not take non-workdays during any part of his/her scheduled work year unless such absence is approved in advance by the unit member's immediate supervisor.

5.1.2.3 Non-workdays must be taken for a minimum of one-half ($\frac{1}{2}$) day at a time, unless a shorter period is required to exhaust a non-workday balance.

5.1.2.4 Non-workdays shall not be carried over to the next fiscal year. A certificated unit member shall not be paid for working additional workdays in a fiscal year unless such additional workdays are approved in advance and in writing by the unit member's immediate supervisor.

5.1.2.5 A certificated unit member who resigns, retires, is terminated, or takes a long term leave of absence prior to the end of a fiscal year shall be paid only for days actually worked during the year. No payment shall be made for non-work days not taken. Any and all adjustments shall be made in the final pay warrant. In the event the unit member has already received more salary than justified by the number of days actually worked, he/she shall return the excess amount to the District within thirty (30) days of notification of such excess payment. Prior to the deduction for the excess non-work days taken or the return of excess salary to the District, the unit member shall be notified in writing of the reason for the deductions or request for return of salary, including the specific amounts, dates, and other facts involved, and shall be given an opportunity to dispute the deduction or request and to present any evidence in his/her behalf.

5.1.2.6 Non-workdays of certificated unit members shall be unpaid and shall be excluded from the calculation of each certificated unit member's official work year for all purposes, including retirement.

5.2 Holidays

5.2.1 Classified employees who qualify shall receive legal holidays as approved by the Board of Education and adopted in the school calendar.

5.2.2 The Board, at its discretion, may declare additional days as local holidays.

5.2.3 A classified unit member who is required to work on the day a Board-recognized holiday is celebrated shall be compensated for such work at one and one-half ($1\frac{1}{2}$) his/her normal rate of pay.

5.2.4 Classified unit members shall be paid for Board-recognized holidays provided they are in regular paid employment status on all or part of the workday immediately preceding or following each holiday for which paid, and provided further that the holiday falls on a day which they would otherwise have been scheduled to work. Certificated unit members are not paid for holidays, unless required to work.

5.2.5 Classified unit members who are on paid vacation, paid leave, and other paid absence when a holiday occurs for which they otherwise would have been paid shall receive pay for such holiday at the same rate they are receiving for the paid vacation, paid leave or other paid absence, and such holiday pay shall not be charged against the paid vacation, paid leave or other paid absence.

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5.3 Leave of Absence

A leave of absence is official permission for an employee to be absent from duty. A leave of absence may be paid or unpaid. Unless explicitly stated below, no service credit shall be given for time spent on unpaid leave. Unit members shall be eligible for the leaves of absence enumerated below, subject to specific rules, requirements, and conditions set forth for each.

5.3.1 Sick Leave

5.3.1.1 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.

5.3.1.2 Unit members shall be allowed one (1) day of sick leave for each month of paid service or major functions thereof in the District. A unit member employed part time shall be allowed corresponding sick leave, appropriately pro-rated. For purposes of this subsection “major fraction thereof” shall mean more than half the workdays in the month.

5.3.1.3 Unused sick leave may 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 paid or unpaid leave of absence.

5.3.1.4 A unit member who is employed after July 1 of a fiscal year, or who resigns, retires, is terminated, or takes a leave of absence before June 30 shall be allowed one (1) day of sick leave for each month or major fraction thereof actually worked. No payment shall be made under any circumstances for sick leave accumulated but not used.

5.3.1.5 Upon return within thirty-nine (39) months of resignation or termination, a unit member shall be entitled to all sick leave accumulated prior to leaving and not used while serving in another school district, county office of education, or other educational employing agency or institution to which sick leave was transferred.

5.3.1.6 Sick leave allowed on the basis of regular employment on an annual contract and sick leave allowed for adult education hourly (contract or non-contract) employment shall be computed and charged separately, and shall not be interchanged.

5.3.1.7 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. In the event a unit member who leaves the District has used more days of sick leave than justified by the number of days actually worked, an adjustment shall be made in the final pay warrant and/or the unit member shall return any excess pay received to the District within thirty (30) days of notification.

5.3.1.8 Medical verification of an employee's absence due to personal illness or injury which exceeds five (5) days shall be required. Such verification by a licensed physician shall be supported by a written statement of the first and last date of the disability and the date the employee is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if

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required by the District. When a supervisor 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.

5.3.1.9 Absences for which sick leave is claimed must be reported on absence forms in accordance with normal District procedures. An absence due to personal illness or injury which exceeds five (5) days shall be supported by a written statement of a licensed physician stating the nature of the illness or injury, first date of disability (in the physician's best judgment), last date of disability and first date on which the employee is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if required by the District. A unit member absent on sick leave for thirty (30) days or more shall be released to return to work by a health care provider designated by the District before being allowed to return to duty, and the District may require such additional health examination, at District expense, as may be deemed necessary before such clearance is issued.

5.3.2 Family Illness Leave

5.3.2.1 Unit members shall be entitled to use ~~up to a maximum of one-half (1/2) of~~ their annual entitlement to sick leave to attend to an illness of a child, parent, spouse, domestic partner or child of domestic partner of the unit member **consistent with state and federal law**. Unit members shall comply with the procedures governing the use of sick leave set forth in the contract and shall reflect on the leave form that the unit member is using "family illness leave." This entitlement does not extend the maximum period of leave to which a unit member is entitled under the Family Medical Leave Act or the California Family Leave Act. 5.3.3 Other Absences Chargeable to Sick Leave (Necessity Leave)

5.3.3.1 Upon the approval of the unit member's immediate supervisor, the unit members shall be allowed to charge to available sick leave any number of days per year for urgent personal necessity, including the death of a member of the unit member's immediate family, an illness giving rise to an emergency in the unit member's immediate family, an accident involving the person or property of the unit member or a member of his/her immediate family and requiring his/her presence, appearance in court or before an administrative tribunal as a litigant or voluntary witness, emergency delay in travel, or major personal observance.

5.3.4 Extended Sick Leave

5.3.4.1 Extended sick leave is a partially paid leave of absence granted by the District because of continuing disability due to personal illness, injury or accident, or other cause when regular sick leave has been exhausted. Classified unit members must use all remaining vacation days before being eligible to use extended sick leave.

5.3.4.2 Unit members shall be eligible to use no more than one hundred (100) days of extended sick leave in any fiscal year or for any single disability.

5.3.4.3 Unit members on extended sick leave shall be paid at the rate of seventy (70%) percent of their normal daily rates.

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5.3.5 Occupational Leave

5.3.5.1 A unit member who is absent from duty because of a temporary disability caused by an on the job injury or illness contracted on the job which qualifies under Workers Compensation Insurance, 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.

5.3.5.2 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last date for which temporary disability indemnity is received from the State Compensation Insurance Fund. Occupational leave shall be reduced by one (1) day of each day of authorized absence regardless of temporary disability payments made by the State Compensation Insurance Fund.

5.3.5.3 Only absences which are supported by a certificate from a licensed physician and which have been verified by the State Compensation Fund to be the result of a duty-connected injury or illness shall be eligible for payment under the provisions of this section. Any absence that cannot be verified shall be charged against the unit member's sick leave and other appropriate leave. Eligible absences shall include absences caused by exposure to childhood communicable diseases when supported by a physician's certificate and verified by the State Compensation Insurance Fund as being work connected. Childhood communicable diseases are measles, chicken pox, whooping cough, mumps, German measles, and scarlet fever.

5.3.5.4 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 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.

5.3.5.5 No unit member on occupational leave shall be entitled to receive salary payments from the District which, when added to the temporary disability payments received from the State Compensation Insurance Fund, 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 a full day's wage or salary when added to temporary disability benefits. During any period in which a unit member is receiving his/her full regular wage or salary from the District, he/she shall endorse over to the District all temporary disability payments received from the State Compensation Fund.

5.3.5.6 Absences due to occupational leave shall not be considered interruption in service for the purpose of computing a unit member's entitlement to benefits.

5.3.5.7 A unit member receiving occupational leave benefits shall remain within the State of California unless travel outside the State is authorized in advance and in writing by the District.

5.3.6 5.3.7 Family Medical Leave The District will provide leave consistent with the Family Medical Leave Act. Pregnancy Leave

5.3.7.1 The District will provide leave consistent with the California Family Medical Leave Act. A unit member who is pregnant shall furnish a physician's prenatal statement when pregnancy is confirmed. The statement shall specify the expected date of delivery and the date through which the unit member may continue to work safely. If, in the judgment of the District, the unit member is unable to carry out her duties

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safely or in a satisfactory manner, the District may require a re-examination at District expense. After delivery, the unit member shall furnish a physician's post-natal statement specifying the date of delivery and the first date on which the unit member may safely return to work. If, in the judgment of the District, the unit member is unable to carry out her duties safely or in a satisfactory manner, the District may require a re-examination at District expense before allowing the unit member to return to work or to remain at work.

5.3.7.2 During the period between the last date on which the unit member could work safely prior to delivery and the first date on which the unit member could work safely after delivery, as certified by the physician, the unit member shall be entitled to use sick leave and extended sick leave in the same manner as for other non-job related temporary disabilities.

5.3.8 Sabbatical Leave

5.3.8.1 Sabbatical leave for study or travel which will benefit the District may be granted for a one (1) year period for unit members who have rendered service to the District for at least seven (7) consecutive years immediately preceding the first day of leave. A unit member returning from sabbatical leave shall be assigned to a position comparable to the one held prior to going on leave.

5.3.8.2 Sabbatical leave shall be granted and accepted in accordance with state law and District rules and regulations, as set forth in Board Policy 4161.

5.3.8.3 A maximum of three (3) sabbatical leaves for unit members may be recommended to the Board of Education for approval annually by the Superintendent or designee. Unit Members shall be notified if Sabbatical Leave is available for a given year.

5.3.9 Military Leave

5.3.9.1 A certificated unit member in the service of the District for at least one year prior to the date on which an absence begins for fulfillment of ordered military duties shall be granted not more than thirty (30) days leave of absence at 1/10 of annual salary in accordance with Education Code § 45059. An indefinite leave without pay will be granted for the remainder of such ordered military duty.

5.3.9.2 A unit member in the service of the District at least one (1) year prior to the date on which military absence begins shall not be subjected, directly or indirectly, to any loss, or diminution of vacation or holiday privileges nor to prejudice with reference to promotion or continuance in or reappointment to employment as a consequence of his or her absence.

5.3.9.3 For the purposes of determining one (1) year of District service in accordance with this section, all service in the recognized military service shall be counted as District service.

5.3.9.4 Upon leaving for involuntary military duty, a unit member in the service of the District for one month or major fraction thereof shall be paid that portion of a month's salary that his/her length of service bears to the required service for a one (1) year. For purposes of this subsection, "major fraction thereof" shall mean more than half the workdays in the month.

5.3.9.5 Unit members who are reserve members of the armed forces and who work less than a 12 month year

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are requested to make every effort to arrange for active duty for training during non-workdays. If reserve or draft deferred status would be jeopardized, thereby, or if there are any other extenuating circumstances, the unit member should file a written request with his/her immediate supervisor, giving full details, before requesting or accepting orders for active duty training. A copy of this request should also be given to the supervisor's Executive Officer.

5.3.9.6 The parties agree to comply with the provisions of the California Military and Veterans Code §§ 390–398 and the applicable provisions of Education Code § 44018. **5.3.10 Funeral Leave** **5.3.10.1** Every unit member is entitled to a paid leave of absence, not exceeding three (3) days, or five (5) days if 300 miles of travel is required, on account of the death of a member of his/her immediate family. As used in this section, members of the immediate family are defined as the unit member's mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, or domestic partner of the unit member, and the spouse, domestic partner, son-in-law, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member or a relative or non relative with whom the unit member can prove a long familial association.

5.3.11 Jury Duty Leave

5.3.11.1 A unit member shall be granted paid leave for jury duty, provided the employee submits an absence report and proof of an interview and/or actual service on a jury panel. Salary payment shall be made up to the amount of difference between the unit member's regular earnings and any amount received as juror's fees exclusive of reimbursement of expenses such as meals, lodging and transportation. Should the employee be compensated by the court for jury service rendered, the unit member shall make payment in like amount by personal check or money order, or endorsement of jury fee payment, to the Oakland Unified School District. Such payment to the District shall be forwarded to the Talent Division/Human Resources Services Support (HRSS) Office.

5.3.12 Leave for Court Appearance

5.3.12.1 A unit member subpoenaed to appear as a witness in court, or before an administrative tribunal, or who appears without a subpoena as a witness for the District, shall be granted a paid leave of absence for such appearance.

5.3.12.2 A unit member may be granted an unpaid leave of absence to appear in court before an administrative tribunal as an interested party or voluntary witness when eligibility for necessity leave has been exhausted.

5.3.13 Leave to Attend Educational Meetings and Conferences

5.3.13.1 Unit members authorized to represent the Oakland Unified School District at approved educational meetings and conferences, or to serve on approved education-related committees, shall be granted paid leave of absence, with expenses paid to the extent authorized, to attend such meetings, conferences and committees.

5.3.13.2 Unit members who are not official representatives of the District, but who seek

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professional improvement, may be granted paid or unpaid leaves of absence to attend authorization approved education-related committees, upon proper by their immediate supervisors or Executive Officers/Directors. Stipends or honorariums paid to employees for participating in such activities while on paid leave of absence shall be endorsed over to the employees for participating in such activities while on paid leave of absence shall be endorsed over to the Oakland Unified School District and forwarded to the Talent Division/Human Resources Services Support (HRSS) Office.

5.3.13.3 Unit members making formal presentations or speaking on behalf of the District at a meeting, conference or committee while on paid leave of absence as an official representative of the District shall secure prior approval of their presentations or positions from their immediate supervisors, Executive Officers, Directors or the Superintendent or designee.

5.3.14 Leave for Participation in Civic, Fraternal, Service or Other Organizations

5.3.14.1 Unit members who are officers or official representatives of civic, fraternal, service or other worthy organizations may be granted paid leaves of absence, not to exceed seven (7) days per year, including travel time, to attend official meetings, conferences, or other activities of such groups upon the prior approval of the Superintendent and the Board of Education.

5.3.15 Personal and Emergency Leave

5.3.15.1 A unit member may be granted a paid leave of absence of one (1) hour or less for emergency reasons when authorized by the unit member's supervisor or designee. Such leave shall not be reported as a loss of time on the daily time sheet.

5.3.15.2 A unit member may be granted a paid leave of absence of more than one (1) hour for emergency reasons or other reasons of urgent personal necessity, in lieu of, or in addition to, the necessity leave specified in Section 5.3.3 above, when authorized by the unit member's immediate supervisor. Such emergency leave shall normally be limited to one (1) day at a time and no unit member shall be granted more than five (5) days of such leave in any fiscal year. Such leave may be taken at any time during the unit member's work year irrespective of school holidays. The decision of the immediate supervisor as to whether such leave shall be granted in a particular case shall be final.

5.3.15.3 Unused personal leave shall be converted to sick leave on an annual basis.

5.3.16 Maternity, Paternity and Adoption Leave

5.3.16.1 A unit member may be granted, upon request, an unpaid leave of absence for the birth or adoption of a child, for a period of one (1) school year or less. Unit members may also be granted an unpaid leave to care for a parent, spouse, or domestic partner who has a serious health condition or because of a serious health condition that makes the unit member unable to perform the functions of his/her position. Upon request, such leave may be extended annually, at the option of the District, for a period of two years.

5.3.17 Study Leave

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5.3.17.1 A unit member may be granted an unpaid leave of absence for study, upon request, for a period of one (1) school year or less. Upon request, such leave may be extended, at the option of the District, for a maximum of one additional year. Study leave shall be granted only for the completion of approved college or university work equivalent to 12 semester units per year. Verification of the satisfactory completion of such work shall be required as a condition for granting such leave.

5.3.18 Travel Leave

5.3.18.1 A unit member may be granted an unpaid leave of absence for travel, upon request, for an entire semester or an entire school year. **At the District's discretion,** ~~✓~~ verification of the travel undertaken ~~shall~~ **may** be required as a condition for granting such leave.

5.3.19 Leave to Seek and/or Hold Public Office

5.3.19.1 A unit member shall 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.

5.3.19.2 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 (2) days per month, and the salary paid 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.

5.3.19.3 A unit member elected to a full time public office shall be granted and accept 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 (1) year or less, the unit member shall be returned to the assignment held prior to 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 (5) years. In case of election to the state legislature, the provisions of Education Code § 44801 shall apply.

5.3.19.4 Salary deductions for part-time leaves 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.

5.3.20 Leave to Attend to Outside Remunerative Business

5.3.20.1 A unit member may be granted an unpaid leave, not to exceed ten (10) 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.

Tentative Agreement Between
United Administrators of Oakland and Oakland Unified School District
May 6, 2024

5.3.21 Other Unpaid Leave

5.3.21.1 Unit members may be granted unpaid leave for other legitimate reasons approved by the Superintendent. Such leaves shall normally be limited to one (1) year, but may be extended by the Superintendent in exceptional cases, when he/she determines that a special benefit will accrue to the District.

5.3.22 Assignment From Leave or Loan

5.3.22.1 Upon return from leave or loan the District shall make every reasonable effort to return the unit member to a position similar to the one held prior to going on leave or loan, unless assigned otherwise by the Superintendent in accordance with the Education Code and District policies and regulations.

5.3.23 Catastrophic Sick Leave

~~**5.3.23.1** The Catastrophic Sick Leave Program is eliminated. Any current unit member who participated in the program, and who can show donated sick leave time which was not used in the program, shall have until December 1, 2006, to apply to Labor Management Employee Relations (LMER) to reclaim unused donated time. Upon proof of unused donated time, the unit member shall have the unused donated time restored to his/her sick leave account, on a pro-rata basis.~~

5.3.23.2 The Parties agree to work collaboratively to reinstate pilot a catastrophic leave program for the **2024-25 school year**. The purpose of the catastrophic leave bank is to provide paid leave to employees who have suffered from a personal catastrophe as defined in Ed Code 44043.5 when the employee's sick leave is exhausted. **This section of the CBA shall sunset on June 30, 2025 unless extended by mutual agreement in writing.** ~~within ninety (90) days of the Union's informing the District of the need for reinstatement of a catastrophic leave program.~~

Tentative Agreement Between
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ARTICLE 12 - COMPENSATION

12.1.1 Ongoing Salary Increases

- A. **Effective July 1, 2023 the salary schedules for all unit members shall be increased by 10%.**
- B. **Effective July 1, 2024, the salary schedules for all unit members shall be increased by 10.5%.**
- C. **The parties agree to a reopener on wages for the 2025-2026 school year.**

12.1.2 One-time Compensation

The Parties agree to amend Compensation Section 1.b.c of the tentative agreement between UAOS and OUSD dated December 6, 2023 as follows:

- a. **Additionally, to support the retention of Administrators in OUSD, unit members ~~who return to the District during the 2024-25 school year and~~ are actively employed as of September 1, 2024, the date of ratification of this Agreement by UAOS shall receive a one-time off schedule payment equal to \$5,000.**

12.1.3 The parties agree to convene joint study, ~~with a third party funded by OUSD,~~ to review the following areas and make recommendations to inform future negotiations related to compensation:

- A. **The scale for pay rate for small, medium, large schools and Principals serving two schools which equals an enrollment of a medium or large school. Study will be conducted and completed by ~~a third party~~ no later than June 1, 2025.**
- B. **Differential per diem pay for supervising unit members ~~shall be no less than 5% more than any individual they supervise.~~**
- C. **The scale for pay of all administrators represented in UAOS compared to neighboring districts with similar positions.**
- D. **The examination of the salary schedules in UAOS to determine if the number of salary schedules should be truncated / streamlined; and**
- E. **An analysis of bilingual duties and whether additional compensation for such duties should be explored.**

12.1.4 Additional Leadership Opportunities

12.1.4.1 In addition to as outlined in section 12.1.3 above, the Parties agree to work collaboratively within the Joint Study to ~~pilot~~ review of the MOU between UAOS and OUSD regarding additional compensation for unit members shall be incorporated into the CBA. ([Link to MOU](#))

Tentative Agreement Between
United Administrators of Oakland and Oakland Unified School District
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12.1.4.2 The Joint Study may include a review of:

- a) **Work performed by unit members outside of their normal workday or work year; and**
- b) **At the direction of the District; and**
- c) **Separate from, and in addition to the unit members' primary duties.**
- d) Such duties performed outside of the unit members normal workday or work year may include:
 - i) UAOS members ~~being~~ directed to supervise after school, evening, and weekend sports events **on a regular and persistent basis without rotation among other District administrators.**
 - ii) UAOS members **directed to** ~~completing~~ their job duties as well as job duties of another employee on leave or a vacancy.
 - iii) UAOS members being directed to complete tasks unrelated to their primary classification **on a regular and persistent basis.**
- e) The president of UAOS or designee shall be a party to the ~~decision-making process~~ **Joint Study Review Committee** as to if a member's work falls outside of their core job responsibilities.

12.1.4.3 For the purposes of this pilot, the MOU shall be modified to cover the following:

- a) UAOS members who are regularly (on a monthly basis) directed to complete work outside of **their workday and or work year on a regular and persistent basis** ~~contractual time.~~
- b) ~~The payment from this~~ **Payments pursuant to the** MOU shall be in lieu of compensatory time if the MOU is addressing said time.

12.1.4.4 During the term of this agreement, the parties agree to meet and confer regarding additional leadership opportunities beyond those enumerated above **and in the MOU.**

12.1.4.5 This section of the CBA Sections 12.1.3 and 12.1.4 above shall sunset on June 30th, 2025 unless extended by mutual agreement in writing.

12.1.5 Cell Phone Stipends

All unit members required by the District to use their personal cell phone shall be provided a \$50.00 per month stipend.

~~12.7 Administrative Career Pipelines: The Parties share an interest in providing additional leadership opportunities for existing employees to support employee growth and for effective succession planning. In support of these shared interests, the District agrees to provide the following stipends: (This language should be removed or edited.)~~

~~12.7.1 Executive Principal Stipend and Role. \$15,000 annually, paid to up to 5 Site Leaders who agree to perform additional responsibilities in their region or district wide in support of Pathway to Excellence goals. This language should be removed or revised or edited.)~~

Tentative Agreement Between
United Administrators of Oakland and Oakland Unified School District
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~~a. The selection process for the Executive Principal role may include, but are not limited to, seeking individuals who have demonstrated strength in building staff/community relationships, coaching site leaders, closing academic achievement gap, transforming culture and climate, Common Core Curriculum, Special Education knowledge, Budget processes, OUSD Central Office systems and SEL skill-set to build capacity of both adult and student learners. This language should be removed or revised.)~~

~~b. The Executive Principal's additional responsibilities could include, but are not limited to, mentoring and coaching other principals, leadership responsibilities at an additional school, serving on district wide projects.~~

~~12.7.2 Assistant Principal in Transition. \$2,500 annually, paid to up to 5 leaders who agree to serve as ACTING PRINCIPAL? (Why not MAKE THEM/PAY THEM an "Acting Principal?") in support of an Executive Principal. Superintendent and Chief of Schools shall meet and confer with UAOS prior to making annual selection of awardees. 12.7.3 Additional Leadership Opportunities. During the term of this agreement, the parties agree to meet and confer regarding additional leadership opportunities beyond those enumerated above. (Is any of this still current/applicable?)~~

~~c. Superintendent and Chief of Schools shall meet and confer with UAOS regarding annual selections and additional responsibilities prior to selection of stipend awardees.~~

~~12.7.2 AP in Transition. \$2,500 annually, paid to up to 5 leaders who agree to serve as acting principal in support of an Executive Principal. Superintendent and Chief of Schools shall meet and confer with UAOS prior to making annual selection of awardees. 12.7.3 Additional Leadership Opportunities. During the term of this agreement, the parties agree to meet and confer regarding additional leadership opportunities beyond those enumerated above. (Is any of this still current/applicable?)~~

Tentative Agreement Between
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Article 17- DURATION

17.1 This Agreement shall become **effective July 1, 2023 and shall remain in full force and effect until June 30, 2026** and from year to year thereafter unless either party submits written notice of its desire to amend, modify or terminate this Agreement ninety (90) days prior to July 1 of any subsequent year.

Tentative Agreement Between
United Administrators of Oakland and Oakland Unified School District
May 6, 2024

Article 27- SAFETY DRAFT

27.1 General

The District and UAOS are jointly committed to providing a safe and secure work environment for all staff. UAOS members shall follow guidance from the District, State and/or county and will not be asked to perform tasks, which endanger their health, safety, or well being. ~~members shall not be required to work under unsafe or hazardous conditions or environments, or to perform tasks that endanger their health, safety, or well-being.~~

27.2 The parties support Oakland's status as a sanctuary district

27.2.1 The parties agree that when it comes to student discipline, restorative practices are preferable to punitive ones and that interaction with the criminal justice system is to be avoided whenever possible.

27.2.2 UAOS members shall participate in restorative justice and positive behavior intervention system training on an annual basis. Such training shall take place during the unit members regular workday ~~a regularly scheduled meeting.~~

27.3 Unauthorized Person(s)

27.3.1 The parties acknowledge the importance of workplace security. The Employer will seek to implement measures to provide a secure environment at each work location or work place. ~~, including but not limited to providing secure entry systems for all entry ways, and walkies for all UAOS members, that are appointed as site administrators. administrators. The employer will ensure all cameras are operational and updated. The employer will provide UAOS an annual report of all cameras that are non-operational at work place location.~~

Workplace security will be reopened—UAOS and OUSD will meet and confer to discuss workplace security during the 2025-26 school year.

27.3.2 Should a unit member believe an assigned duty to be unsafe, the unit member shall discuss the matter with their immediate supervisor who will endeavor to develop a satisfactory solution to the problem. Should the supervisor's solution to the problem be considered as unsatisfactory, the unit member may ~~follow the grievance procedures outlined in the CBA.~~ **follow the** appeal the problem, in writing, to the Superintendent for further consideration.

27.4 Unit Member Vehicles

27.4.1 The District will reimburse unit members when their personal vehicles have been vandalized consistent with Board Policy 3515.4 and Administrative Regulation 4516.3.

~~on or in the immediate vicinity of school site property while the unit members is engaged in professional duties, subject to the **District's incident reporting and insurance policy.**~~

Tentative Agreement Between
United Administrators of Oakland and Oakland Unified School District
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ARTICLE 29 - PROFESSIONAL DEVELOPMENT

~~29.1 Site Administrators may authorize the expenditure of unrestricted general funds to provide for annual Association of California School Administrators (ACSA) membership for those unit members at their site who apply for ACSA membership. This provision is contingent upon ACSA annual dues not exceeding \$350.00 per year. This Article will sunset June 30, 2016.~~

29.2 Professional Development for Principals and Assistant Principals

29.2.1 Site administrators with a 214- or 219-day work year shall complete up to 30 hours per school year of self-selected professional development. Such hours shall be subject to agreement between unit members and their immediate supervisor.

29.1 ~~All~~ UAOS members shall **will be offered** have the right during their work days to attend up to 30 hours of self-selected professional learning **annually, throughout the year. To the extent a portion of the professional learning is offered through self-selection,** such professional learning shall be subject to agreement between the direct supervisor and the unit member, and shall not be unreasonably denied. ~~Each member shall have the right to be reimbursed up to 500 dollars for expenses required for attendance in these PDs, including but not limited to registration, travel (i.e. airfare, mileage reimbursement), food, accommodations (i.e. Hotel), PD material, etc...~~

29.2 Site Administrators (Principals, APs, CSM) who are required to attend centralized Professional Learning that focuses on support of their job specific classification shall have input into the development of the agenda and structure of these trainings **The District will consult with the President of UAOS, or designee(s), which may include any UAOS Advisory Committee, on professional learning offerings.**

In witness whereof, the parties hereto have executed this Agreement this 6th day of May 2024.

FOR THE UNION

FOR THE DISTRICT

By: Lee Thomas
Lee Thomas (May 7, 2024 14:06 PDT)

Lee Thomas, President

By: GIA WHITE
GIA WHITE (May 10, 2024 12:57 PDT)

Gia White, Labor Coordinator

By: Diana Magna Bolanos
Diana Magna Bolanos (May 10, 2024 13:04 PDT)

Diana Magna Bolanos, Labor Analyst III

Approved as to form:

By: _____
Jenine Lindsey, Interim General Counsel

Benjamin Davis

Benjamin Davis, President, Board of Education 5/23/2024

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Secretary, Board of Education 5/23/2024

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Oakland Unified School District

Name of Bargaining Unit: United Administrators of Oakland

Certificated or Classified: Classified & Certificated

The proposed agreement covers the period beginning: 7/1/2023 and ending: 6/30/2026
(date) (date)

The Governing Board will take action on: 5/22/2024
(date)

Letter requested from Alameda County Office of Education? YES (indicate yes or no)

A. Proposed Changes in Compensation

	Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement	Annual Cost Prior to Proposed Agreement 2023-24	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) 2023-24	Increase/(Decrease) 2024-25	Increase/(Decrease) 2025-26
1.	Salary Schedule (Including Step & Column)	\$ 418,985,515	\$ 4,306,994	\$ 4,759,228	\$ -
			1.03%	1.12%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 1,898,400	\$ 203,400	\$ -
			0.45%	0.05%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -	\$ -	
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 49,993,643	\$ 1,551,349	\$ 1,240,657	\$ -
			3.10%	2.41%	0.00%
4.	Health/Welfare Increases	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 468,979,157	\$ 7,756,743	\$ 6,203,285	\$ -
			1.65%	1.30%	0.00%
6.	Total number of represented Employees (Use FTEs)	339	339	339	339
7.	Total Compensation Average Cost per Employee	\$ 1,383,419	\$ 22,881	\$ 18,299	\$ -

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **United Administrators of Oakland**

The Governing Board will take action on: **5/22/2024**

D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement 3/13/2024	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 486,069,395	\$ -		\$ 486,069,395
Federal Revenue (8100-8299)	\$ -	\$ -		\$ -
Other State Revenue (8300-8599)	\$ 10,468,036	\$ -		\$ 10,468,036
Other Local Revenue (8600-8799)	\$ 14,391,141	\$ -		\$ 14,391,141
Total Revenues	\$ 510,928,572	\$ -	\$ -	\$ 510,928,572
Expenditures				
Certificated Salaries (1000-1999)	\$ 182,795,032	\$ 1,872,487	\$ -	\$ 184,667,519
Classified Salaries (2000-2999)	\$ 54,677,785	\$ 897,614	\$ 83,121	\$ 55,658,520
Employee Benefits (3000-3999)	\$ 110,414,980	\$ 692,525	\$ 26,824	\$ 111,134,330
Books and Supplies (4000-4999)	\$ 36,007,465	\$ -	\$ -	\$ 36,007,465
Services & Operating Expenses (5000-5999)	\$ 52,034,309	\$ -	\$ -	\$ 52,034,309
Capital Outlay (6000-6599)	\$ 4,603,878	\$ -	\$ -	\$ 4,603,878
Other Outgo (7100-7299 & 7400-7499)	\$ 2,115,699	\$ -	\$ -	\$ 2,115,699
Direct Support/Indirect Cost (7300-7399)	\$ (9,613,376)	\$ -	\$ -	\$ (9,613,376)
Total Expenditures	\$ 433,035,773	\$ 3,462,626	\$ 109,945	\$ 436,608,344
Operating Surplus (Deficit)	\$ 77,892,800	\$ (3,462,626)	\$ (109,945)	\$ 74,320,228
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Contributions (8980-8999)	\$ (110,275,499)	\$ -	\$ -	\$ (110,275,499)
Current Year Increase (Decrease) In Fund Balance	\$ (35,382,700)	\$ (3,462,626)	\$ (109,945)	\$ (38,955,271)
Beginning Balance	\$ 118,353,704			\$ 118,353,704
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 82,971,005	\$ (3,462,626)	\$ (109,945)	\$ 79,398,434
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 28,502,898	\$ 225,125	\$ 8,457	\$ 28,736,480
Designated Amounts (9775-9780)	\$ 10,437,745	\$ -	\$ -	\$ 10,437,745
Unappropriated Amounts (9790)	\$ 44,030,362			\$ 40,224,208

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **United Administrators of Oakland**

The Governing Board will take action on: **5/22/2024**

D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement 3/13/2024	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 4,337,072	\$ -	\$ -	\$ 4,337,072
Federal Revenue (8100-8299)	\$ 130,930,186	\$ -	\$ -	\$ 130,930,186
Other State Revenue (8300-8599)	\$ 160,773,581	\$ -	\$ -	\$ 160,773,581
Other Local Revenue (8600-8799)	\$ 85,928,535	\$ -	\$ -	\$ 85,928,535
Total Revenues	\$ 381,969,374	\$ -	\$ -	\$ 381,969,374
Expenditures				
Certificated Salaries (1000-1999)	\$ 97,721,680	\$ 1,097,427		\$ 98,819,107
Classified Salaries (2000-2999)	\$ 83,791,018	\$ 2,135,816	\$ 130,009	\$ 86,056,843
Employee Benefits (3000-3999)	\$ 108,593,885	\$ 808,311	\$ 41,956	\$ 109,444,151
Books and Supplies (4000-4999)	\$ 49,658,302	\$ -		\$ 49,658,302
Services & Operating Expenses (5000-5999)	\$ 148,565,910	\$ -		\$ 148,565,910
Capital Outlay (6000-6599)	\$ 9,059,813	\$ -		\$ 9,059,813
Other Outgo (7100-7299 & 7400-7499)	\$ 8,820,677	\$ -		\$ 8,820,677
Direct Support/Indirect Cost (7300-7399)	\$ 7,849,535	\$ -		\$ 7,849,535
Total Expenditures	\$ 514,060,819	\$ 4,041,554	\$ 171,965	\$ 518,274,338
Operating Surplus (Deficit)	\$ (132,091,444)	\$ (4,041,554)	\$ (171,965)	\$ (136,304,963)
Other Sources and Transfers In (8910-8979)		\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)		\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 110,275,499	\$ -	\$ -	\$ 110,275,499
Current Year Increase (Decrease) In Fund Balance	\$ (21,815,945)	\$ (4,041,554)	\$ (171,965)	\$ (26,029,464)
Beginning Balance	\$ 164,800,594			\$ 164,800,594
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 142,984,649	\$ (4,041,554)	\$ (171,965)	\$ 138,771,130
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 142,950,943	\$ 4,041,554	\$ 171,965	\$ 147,164,462
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 33,706			\$ (8,393,331)

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **United Administrators of Oakland**

The Governing Board will take action on: **5/22/2024**

D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of:	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 490,406,467	\$ -	\$ -	\$ 490,406,467
Federal Revenue (8100-8299)	\$ 130,930,186	\$ -	\$ -	\$ 130,930,186
Other State Revenue (8300-8599)	\$ 171,241,618	\$ -	\$ -	\$ 171,241,618
Other Local Revenue (8600-8799)	\$ 100,319,676	\$ -	\$ -	\$ 100,319,676
Total Revenues	\$ 892,897,947	\$ -	\$ -	\$ 892,897,947
Expenditures				
Certificated Salaries (1000-1999)	\$ 280,516,712	\$ 2,969,914	\$ -	\$ 283,486,626
Classified Salaries (2000-2999)	\$ 138,468,803	\$ 3,033,430	\$ 213,130	\$ 141,715,363
Employee Benefits (3000-3999)	\$ 219,008,865	\$ 1,500,836	\$ 68,780	\$ 220,578,481
Books and Supplies (4000-4999)	\$ 85,665,767	\$ -	\$ -	\$ 85,665,767
Services & Operating Expenses (5000-5999)	\$ 200,600,219	\$ -	\$ -	\$ 200,600,219
Capital Outlay (6000-6599)	\$ 13,663,691	\$ -	\$ -	\$ 13,663,691
Other Outgo (7100-7299 & 7400-7499)	\$ 10,936,376	\$ -	\$ -	\$ 10,936,376
Direct Support/Indirect Cost (7300-7399)	\$ (1,763,841)	\$ -	\$ -	\$ (1,763,841)
Total Expenditures	\$ 947,096,591	\$ 7,504,180	\$ 281,910	\$ 954,882,681
Operating Surplus (Deficit)	\$ (54,198,645)	\$ (7,504,180)	\$ (281,910)	\$ (61,984,735)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (57,198,645)	\$ (7,504,180)	\$ (281,910)	\$ (64,984,735)
Beginning Balance	\$ 283,154,299			\$ 283,154,299
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 225,955,654	\$ (7,504,180)	\$ (281,910)	\$ 218,169,564
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 142,950,943	\$ 4,041,554	\$ 171,965	\$ 147,164,462
Reserved for Economic Uncertainties (9789)	\$ 28,502,898	\$ 225,125	\$ 8,457	\$ 28,736,480
Designated Amounts (9775-9780)	\$ 10,437,745	\$ -	\$ -	\$ 10,437,745
Unappropriated Amounts - Unrestricted (9790)	\$ 44,030,362	\$ -	\$ -	\$ 44,030,362
Unappropriated Amounts - Restricted (9790)	\$ 33,706	\$ -	\$ -	\$ 33,706
Unrestricted Reserves Percentage	7.63%			7.60%

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**Name of Bargaining Unit: **United Administrators of Oakland**The Governing Board will take action on: **5/22/2024****E. Revised MYP Including the Effects of Collective Bargaining**

	Year 1	Year 2	Year 3
	2023-24	2024-25	2025-26
Revenues			
LCFF Revenue Sources	490,406,467	478,925,700	483,140,738
Federal Revenue	130,930,186	63,998,361	64,022,861
Other State Revenue	171,241,618	177,638,715	181,635,917
Local Revenue	100,319,676	91,749,549	91,459,574
Other Financing Sources	0	0	0
Other Adjustments			
Total Revenue	892,897,947	812,312,325	820,259,089
Expenditures			
Certificated Salaries	283,486,626	283,486,626	252,754,055
Step & Column Adjustment		5,669,733	5,055,081
Settlement-Related Costs (+/-)		\$ 2,469,405	0
Other Adjustments		(38,871,709)	(12,355,595)
Total Certificated Salaries	283,486,626	252,754,055	245,453,541
Classified Salaries	141,715,363	141,715,363	117,734,875
Step & Column Adjustment		2,077,032	1,680,306
Settlement-Related Costs (+/-)		\$ 2,467,940	0
Other Adjustments		(28,525,460)	(541,570)
Total Classified Salaries	141,715,363	117,734,875	118,873,610
Employee Benefits	220,578,481	210,775,208	217,201,575
Settlement-Related Costs (+/-)		1,240,657	1,240,657
Books & Supplies	85,665,767	56,746,593	55,281,028
Services, Other Operating Exp	200,600,219	173,964,039	177,477,549
Capital Outlay	13,663,691	7,197,280	7,197,280
Other Outgo (Excluding Transfers of Indirect Costs)	10,936,376	10,936,376	10,936,376
Other Outgo - Transfers of Indirect Costs	(1,763,841)	(2,589,468)	(2,656,771)
Other Financing Uses	3,000,000	3,000,000	3,000,000
Other Adjustments	0	0	0
Total Expenditures	957,882,681	831,759,615	834,004,843
Net Increase(Decrease) in Fund Balance	(64,984,735)	(19,447,290)	(13,745,755)
Beginning Fund Balance	283,154,299	218,169,564	198,722,274
Audit Adjustments/Restatements	0		
Ending Balance	218,169,564	198,722,274	184,976,520
Components of Ending Balance			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	157,602,207	146,532,760	154,138,920
Required Reserve	28,736,480	24,605,864	24,664,969
Unrestricted Balance (Incl Revolving)	31,680,877	27,433,650	6,022,631
ADA Assumption:			
Comments (Major changes):			

Public Disclosure of Collective Bargaining Agreement
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

F. State Reserve Standard

1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	957,882,681	831,759,615	834,004,843
b. Required Reserve Percentage (REU) for this District	3.00%	3.00%	3.00%
c. REU Amount:	\$ 28,736,480	\$ 24,952,788	\$ 25,020,145

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Unrestricted REU	\$ 28,736,480	\$ 24,605,864	\$ 24,664,969
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 31,680,877	\$ 27,433,650	\$ 6,022,631
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 60,417,357	\$ 52,039,514	\$ 30,687,600

3. Has the minimum state-required reserve been met? **Yes** **Yes** **Yes**

If NO, how do you plan to restore your reserves?

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **United Administrators of Oakland**

The Governing Board will take action on: **5/22/2024**

B. Narrative Description of Agreement

8. **What was the negotiated percentage increase that was approved?** For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

July 1, 2023 10% and July 1, 2024 10.5%. There is a one time \$5,000 payment that was agreed to in December 2023 that is no longer contingent upon returning in 2024-25, but is part of the cure for the gap in on the schedule salary schedule changes from 2022-23. A Cell phone stipend of \$50 has also been added for all employees. Some UACS employees already receive a

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

No

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

11. **Proposed negotiated changes in non-compensation Items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

N/A

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified School District**

Name of Bargaining Unit: **United Administrators of Oakland**

The Governing Board will take action on: **5/22/2024**

C. Source of Funding for Proposed Agreement

14. Source of Funding for Proposed Agreement

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

The Funds and resources applicable for each employee will fund this increase. UAOS employees are funded 54% LCFF/Unrestricted and 46% Restricted in the General Fund. Each resource has funds in 4399 that represent residual balances from the 2023-24 Budget Development that were mostly reserved for compensation in the manner in which we

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

The District has a Board approved restructure plan to reduce spending and create efficiencies to support sustainability and affordability.

15. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

N/A

16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)? "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Increase absent adjustments to the budget with the restructure plan will impact the District General Fund.

17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (67,397,169)	See Additional Explanation:
2nd Subsequent Year	\$ (12,897,165)	

Additional Explanation (if necessary)

Reductions in spending due to the expiry of one time resources, primarily ESSER Resources and the increase costs of labor and reductions in allocations. The Other adjustments are expenditure reductions in 2023-24 and ongoing for Board approved reductions and reductions in restricted one time dollars resulting in the reduction in staffing as well as reductions in carryover expenditures in 2023-24 that are reduced in the subsequent years.

Oakland Unified School District School District
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

CERTIFICATE OF AFFORDABILITY

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

The District projects the total monetary cost of the settlement to be as follows:

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	2,118,750	254,250	254,250	2,627,250
On-going	5,637,993	5,949,035	5,949,035	17,536,063
Total	7,756,743	6,203,285	6,203,285	20,163,313

Please check one of the following:

No budget revisions are necessary for the District to afford this settlement.

Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Increased salary costs	7,756,743	6,203,285	6,203,285
One Time Off Schedule			
Ending Fund Balance Increase (Decrease)	(7,756,743)	(6,203,285)	(6,203,285)

Please review the above and sign below:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Oakland Unified School District School District hereby certify that the District can meet the costs incurred under the Collective Bargaining

DocuSigned by:

Kyla Johnson Trammell

District Superintendent (Signature)

5/13/2024

Date

Kyla Johnson Trammel

District Superintendent (Type Name)

DocuSigned by:

Lisa Grant-Dawson

Chief Business Official (Signature)

5/10/2024

Date

Lisa Grant-Dawson

Chief Business Official (Type Name)

Oakland Unified School District School District
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> District Superintendent (or Designee) (Signature)	<div style="background-color: #ffffcc; padding: 5px; margin-bottom: 5px;">5/22/2024</div> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 5/22/2024, took action to approve the proposed Agreement with the United Administrators of Oakland Bargaining Unit.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> President (or Clerk), Governing Board (Signature)	<div style="background-color: #ffffcc; padding: 5px; margin-bottom: 5px;">5/22/2024</div> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.



Alameda County Office of Education

Alysse Castro, Superintendent

May 22, 2024

Dr. Kyla Johnson-Trammell, Superintendent
 Members of the Board of Education
 Oakland Unified School District (OUSD)
 1011 Union Street
 Oakland, CA 94607

RE: Public Disclosure of the Collective Bargaining Agreement between OUSD and the United Administrators of Oakland (UAOS)

Dear Superintendent and Members of the Board,

On May 13, 2024, ACOE received a Public Disclosure of Collective Bargaining Agreement (CBA) and Tentative Agreement (TA) between OUSD and UAOS as required by Government Code Section 3547.5 and Assembly Bill (AB) 1200 (Statutes of 1991, Chapter 1213). The TA is scheduled to be approved by the District’s Governing Board (Board) on May 22, 2024 and includes:

- an ongoing salary schedule increase of 10% effective July 1, 2023;
- an additional 10.5% ongoing salary increase effective July 1, 2024;
- one-time off-the-salary schedule payment of \$5,000; and
- \$50 monthly cell phone stipend.

Per the Public Disclosure, the cumulative fiscal impact of this agreement is:

Description	2023-24	2024-25	2025-26	Cumulative Cost over 3 years
One-Time Fiscal Impact	\$2,118,750	\$254,250	\$254,250	\$2,627,250*
Ongoing Fiscal Impact	\$5,637,993	\$5,949,035	\$5,949,035	\$17,536,063
Total Fiscal Impact	\$7,756,743	\$6,203,285	\$6,203,285	\$20,163,313

**includes an ongoing portion of the cell phone stipend*

The ongoing fiscal impact of this agreement adds \$6.2M to the budget annually. The required budget adjustments to afford this agreement were already included in previously shared documents (specifically the AFSCME disclosure of March 2024 and ACOE analysis dated 4.5.2024), as below:

Required Budget Adjustments to date identified in the Public Disclosure Documents:

Description	2024-25	2025-26	2026-27
Combined “other adjustments” to Certificated & Classified staff	\$67,397,169	\$12,897,165	To Be Determined

As OUSD continues bargaining with additional employee groups, the budget picture will continue to shift. We reiterate that the fiscal impact of future TAs inevitably adds to the District's deficit spending and increases the need for additional trade-offs in the form of further budget adjustments.

To date, the Board has moved more quickly to approve new settlements (spend money) than it has to identify new budget adjustments (save money). To help the Board and the public stay oriented in a constantly shifting budget picture, below is a list of the CBAs approved over the past year with the associated added costs to this current year alone, followed by the upcoming milestones in fiscal oversight.

One Year impact of CBAs approved by the Board since June 2023:

Description	2023-24
OEA – June 2023	\$39,210,534
BCTC – October 2023	\$1,474,564
AFSCME/SEIU/UAOS, Conf – Dec. 2023	\$28,706,213
AFSCME – April 2024	\$281,910
UAOS – May 2024	\$7,756,743
Running Total of One Year Fiscal Impact	\$77,429,964

Below are the upcoming milestones in identifying and implementing the budget adjustments the Board has approved within the Public Disclosure documents, originally outlined in the June 27, 2023 OUSD-OEA AB1200 Approval Letter:

- Provide ACOE with a Board-approved detailed update on its list of Budget Adjustments by October 31, 2024;
- Share additional updates in ACOE's bi-weekly call to monitor the staff and Board's progress with strategic planning; and
- Present a public update to be provided by First Interim, with further public disclosure and formal Board Action required no later than February 2025, to ensure the District meets its obligations in the subsequent fiscal year.

If you have any questions or concerns regarding our review, please feel free to contact my office at (510) 670-4140.

In community,



Alysse Castro
Alameda County Superintendent of Schools

cc: Lisa Grant-Dawson, Chief Business Official, Oakland USD
Tony Thurmond, State Superintendent of Public Instruction, CDE
Michael H. Fine, Fiscal Crisis and Management Assistance Team
Luz Cázares, Fiscal Oversight Trustee
Allan Garde, Associate Superintendent, Business Services, ACOE
Shirene Moreira, Chief of District Business & Advisory Services, ACOE
Joan Laursen, Director III, District Business & Advisory Services, ACOE
Members of the Alameda County Board of Education (ACBOE)