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File ID Number	13-2224
Introduction Date	10/23/13
Enactment Number	13-2213
Enactment Date	10-23-13 <i>of</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

To: Board of Education

From: Jacqueline Minor, General Counsel, Troy Christmas, Director, Labor Strategy

Meeting Date: October 23, 2013

Subject: OUSD-SEIU Side Letter of Agreement regarding Compensation for Substitute Employees

Action Requested: Approval of Side Letter of Agreement between the District and SEIU regarding a salary adjustment for substitute employees.

Summary: On September 5, 2013, the District and Service Employees International Union (SEIU), representing clerical, security, paraprofessional and other employees, reached the attached Side Letter of Agreement regarding a one-time pay adjustment of 2.35% of base salary for the 2012-13 school year and an ongoing pay adjustment of 1.5% to the substitute salary schedule effective July 1, 2013 (see Attachment A of the Agreement for details).

Recommendation: Approval of Side Letter of Agreement between the District and SEIU regarding a salary adjustment for substitute employees.

Fiscal Impact: General Purpose Fund

Attachments: - Side Letter of Agreement and Attachments A & B

SIDE LETTER OF AGREEMENT
Compensation Adjustment
between the
Service Employees International Union, Local 1021 (OSEA/OCDPA)
and the
Oakland Unified School District

This side letter agreement is entered into between the Service Employees International Union ("Union") and the Oakland Unified School District (the "District").

While the parties are currently within a closed contract, the District desires to provide a compensation adjustment to substitute employees. The terms and conditions of the compensation adjustment are summarized below with details attached as Attachments A & B.

Agreement

1. A one-time compensation adjustment equal to 2.35% of total compensation earned in 2012-2013.
 - a. This applies to substitute employees who are on the substitute active list as of June 14, 2013 and remain on this list through and including September 30, 2013. This is intended to ensure that substitute employees have an active pay record so that the District can make the one-time payment.
2. 1.5% ongoing increase to all substitute rates effective July 1, 2013.
3. 0.5% ongoing increase to all substitute rates effective July 1, 2013 but contingent on specified increased funding to OUSD (See Attachment A for details and Attachment B for examples).

This side letter of agreement is subject to ratification by the respective parties.

To the extent that this Side Letter Agreement conflicts with any provisions of the Collective Bargaining Agreement between the parties in effect as of the date hereof, the agreements set forth in this Side Letter shall control and any inconsistent provisions of the CBA shall be deemed modified henceforth.

In witness whereof, the parties hereto have executed this agreement this 5th day of September, 2013.

FOR THE UNION

By: Ronda Goldsby
Ronda Goldsby, Field Rep

FOR THE DISTRICT

By: Troy Christmas
Troy Christmas, Director of
Labor Strategy

By: Bettie Reed-Smith
Bettie Reed-Smith, President

By: Jenine Lindsey
Jenine Lindsey, Labor Coordinator

By: Melvin Phillips
Melvin Phillips, 1st Vice President

By: Rita Bailey
Rita Bailey, 2nd Vice President

By: Nely Obligation
Nely Obligation, Schools Director

By: Dr. Gary Yee 10/24/13
Dr. Gary Yee, Acting Superintendent
and Secretary, Board of Education

By: David Kakishiba 10/24/13
David Kakishiba, President
Board of Education

Approved as to form and content:
By: Jacqueline P. Minor
Jacqueline P. Minor, General Counsel

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By:

ATTACHMENT A - Agreement Details – Terms and Conditions

1. One and one-half percent (1.5%) of the one-time salary adjustment set forth in #1 above shall automatically become an ongoing increase to all salary schedules effective July 1, 2013.
2. An additional one-half percent (0.5%), for a total two percent (2.0%) ongoing increase to all salary schedules effective July 1, 2013, shall be provided subject to the following provisions:

A. Intent

Generally, the intent of these provisions is to provide up to an additional 0.5% ongoing increase to all salary schedules effective July 1, 2013 depending on the receipt of an actual increase in the amount of ongoing unrestricted revenue the District receives from the State of California as a result of the 2013-2014 enacted State Budget Act/ trailer legislation.

B. Definitions

As used in this agreement, an increase in "unrestricted revenue" means:

1. Under the Local Control Funding Formula (LCFF), an increase in the ongoing difference between the target funding in seven years and the total 2012-13 Revenue Limit and Categorical funding (referred to as "hold harmless" funding).
 - a. This definition includes any ongoing increase in the District's unrestricted State revenue outside of the LCFF allocation.
 - b. This definition excludes any additional funding which is designated by law to be expended for specific purposes.

C. Implementation

1. Under LCFF in accordance with definition 1 above:
 - a. Determine the "hold harmless" funding amount for 2012-13.
 - b. If the amount of unrestricted revenue generated by implementation of the LCFF is at least \$7 million more than the amount of revenue defined in section 1(a) directly above, all salary schedules will be increased by 0.5% for a total 2.0% increase effective July 1, 2013.
2. In any event, the parties will meet after enactment of the 2013-2014 State Budget Act to review the State Budget and its impact on this Article.
3. The attached examples reflect the mutual intent of the parties.

ATTACHMENT B - EXAMPLES

Example 1

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
Increase above Hold Harmless Funding	\$7,000,000
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

The increase above the 2012-13 Hold Harmless funding is at least \$7,000,000 ongoing and therefore the additional 0.5% increase shall be applied to all salary schedules effective July 1, 2013.

Example 2

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
Total LCFF Unrestricted Ongoing Revenue	\$187,993,380

An additional 0.5% increase shall not be applied to the 2012-13 salary schedules effective July 1, 2013.

Example 3

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
2013-14 Additional Unrestricted State Revenue	\$1
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

An additional 0.5% increase shall be applied to all salary schedules effective July 1, 2013.