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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Joshua R. Daniels, General Counsel
Jenine A. Lindsey, Executive Director of Labor Relations & ADR

Meeting Date November 12, 2020

Subject Side Letter of Agreement between Service Employees International Union Local 1021 and Oakland Unified School District: Impacts of the COVID-19 Pandemic Fall 2020

Action Requested Approval by the Board of Education Side Letter (“Side Letter”) of Agreement between Service Employees International Union Local 1021 and Oakland Unified School District: Impacts of the COVID-19 Pandemic Fall 2020

Background In response to the coronavirus (“COVID-19”) pandemic, in March of 2020 the State of California and Alameda County Public Health Office have issued a series of orders (“Shelter-In-Place Orders”) intended to combat the spread of COVID-19 by directing all individuals to shelter at their place of residence, except to perform those activities defined in the order. In response to these orders, school district’s nationwide, including Oakland Unified, made the decision to close schools.

On August 5, 2020, the bargaining teams for SEIU and the District concluded negotiations of the impacts of the school closures and executed the Side Letter. The Side Letter is effective August 5, 2020 and expires on January 31, 2021.

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.” The Agreement, including all major provisions, is attached in its entirety.

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.” Alameda County Office of Education has reviewed the Side Letter and has not provided any notice that it would endanger the fiscal well-being of the District (see attached letter).

Fiscal Impact

Projected costs that would be incurred by OUSD under the Side Letter: \$72,847 for the 2020-21 fiscal year only. There are no projected changes to the Unrestricted General Fund as the Side Letter is being funded by Resource 3210 (CARES).

Attachments

- Side Letter of Agreement between Service Employees International Union Local 1021 and Oakland Unified School District: Impacts of the COVID-19 Pandemic Fall 2020
- Alameda County Office of Education Letter (Dated November 6, 2020) Re: 2020-21 Adopted Budget Approval & Collective Bargaining Review
- AB 1200 Public Disclosure Documents (SEIU)
- AB 1200 Public Disclosure Documents (OEA, SEIU, AFSCME)

SIDELETTER OF AGREEMENT

BETWEEN

SEIU LOCAL 1021

AND

OAKLAND UNIFIED SCHOOL DISTRICT

Impacts of COVID-19 Pandemic Fall 2020

This is a Side Letter of Agreement (Agreement) between Oakland Unified School District (District) and Service Employees International Union ("SEIU Local 1021"), related to the impacts of the COVID-19 (Coronavirus) pandemic and the Shelter in Place Orders issued by the Alameda County Public Health Service and other federal state and local authorities.

In order to promote the public health and the stability of employees, and to reduce the negative financial impacts on employees, SEIU 1021 and the District agree to the following:

1. Permanent SEIU unit members shall receive their daily rate of pay and benefits while working remotely as prescribed by the District's Continuity of Learning and Attendance Plan and be available to report to their work location (on call **during their regularly scheduled work hours**) to perform essential job duties during the closure period **consistent with this MOU**. The District will determine essential job duties and whether or not SEIU unit members are required to report to a District worksite.

2. The parties acknowledge that per Government Code 3100, all District employees are considered disaster service workers, subject to disaster service activities as may be assigned by the Superintendent or Superintendent's Designee. **Should the Governor activate disaster relief, additional services may be required.**

- a) Unit members performing non-essential duties, or essential duties which can be performed remotely, may be directed by the District to work remotely from home or, in rare, infrequent and limited instances, be required to report to a worksite to work as needed with appropriate precautions (i.e. social distancing **and protective gear such as masks/face shields and gloves**) as recommended by **Cal-Osha, the** Center for Disease Control and Department of Public Health and consistent with provisions of this MOU. Unit members may report to school sites and or departments on a voluntary basis. **All unit members are required to follow all safety precautions. The District shall train all unit members on the use of PPE, safety precautions and COVID-19 prevention.**
- b) **Safety Leads. A select number of unit members shall be directed to support in person activity at school sites full-time as Safety Leads District-wide. Safety Leads shall be provided a \$150 stipend per week (on a rotational basis) subject to completion of mandatory training and performance of duties as outlined in the District's COVID-19 Safety Plan. The District and SEIU shall meet and confer to review the list of unit members receiving the stipend.**

- c) **Unit members who are called to report but are unable to do so, due to illness or unique circumstances shall be allowed to use sick leave consistent with the CBA and applicable federal, state and local law.**
3. OUSD shall follow Cal OSHA control standards of protection
 4. Any employee required to report to an Employer facility or work environment between the effective date of this Side Letter and its expiration shall receive direction and training necessary to carry out their job while protecting themselves from COVID-19 risk factors. In the event that the Employer intends to modify an employee's assignment to meet other needs during this period, such modification will not expand the employee's responsibilities beyond the scope of their job description.
 5. If a unit member is ill and therefore unable to work as prescribed by the Continuity of Learning and Attendance Plan, the employee shall be allowed to use sick leave and extended sick leave pursuant to the CBA between the parties, the California Education Code, Family Medical Leave Act ("FMLA") and any other applicable state or Federal provision.
 6. The Parties understand and agree that the Superintendent and/or her designee will communicate decisions regarding changes to working conditions to the SEIU President and Business Agent. The parties agree to negotiate any impacts of decisions related to COVID-19 to SEIU bargaining unit members identified by SEIU with SEIU as soon as practical under the then current circumstances.
 7. Nothing in this agreement shall be interpreted to limit the rights of the District or SEIU provided by the CBA or any federal, state or local regulation.
 8. This is a non-precedent setting agreement to remain in effect while all schools are closed due to shelter in place and shall expires January 31, 2021. Nothing in this Agreement shall be interpreted or implemented in violation of any federal, state or local law including but not limited to the, ADA, IDEA, and or FERPA. Both Parties agree that, if warranted by circumstances, the terms and conditions described above may be amended, extended, or rescinded by mutual agreement during the school closure period. **Additionally, upon written request by either party, the parties agree to discuss the contents of this MOU within a reasonable timeframe post the expiration of this Agreement.**

For SEIU 1021:

For Oakland Unified School District:

Gary Jimenez

M

Signature: *Gary Jimenez*
Gary Jimenez (Aug 4, 2020 08:57 PDT)

Email: gary.jimenez@seiu1021.org

Signature: *Jenine Lindsey*
Jenine Lindsey (Aug 5, 2020 10:55 PDT)

Email: jenine.lindsey@ousd.org

Jenine A. Lindsey

OUSD

Signature: *Melvin Phillips*
Melvin Phillips (Aug 4, 2020 09:51 PDT)

Email: melvin.phillips@ousd.org

Signature: *Gai White*
Gai White (Aug 5, 2020 11:16 PDT)

Email: gia.white@ousd.org

Jody London
President, Board of Education 11/13/2020

Kyla Johnson Trammell
Secretary, Board of Education 11/13/2020



November 6, 2020

Jody London, President
Board of Education
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

RE: 2020-21 Adopted Budget Approval & Collective Bargaining Review

Dear President London:

As communicated in our letter dated September 15, 2020, the Alameda County Office of Education (ACOE) conditionally approved the 2020-21 Adopted Budget of the Oakland Unified School District (OUSD). Final approval of the Adopted Budget was contingent upon OUSD completing the two (2) items listed below and ACOE's subsequent analysis of those items.

1. District's submission of the 2019-20 Unaudited Actuals report by the required deadline of September 15 with an ending fund balance at, or near, the projection included in the Estimated Actuals;
2. Revision to the District's 2020-21 Multi-Year Budget Projection that includes the fiscal impact of all collective bargaining agreements approved by the Board, as well as the impact of any corresponding "me toos."

In accordance with Education Code (EC) Section 42127 (d)(3), on or before October 8, the Board shall review and respond to the recommendations of the County Superintendent of Schools at a regular meeting of the Board. OUSD staff communicated to ACOE the delay in the Board's response due to the timing of the regularly scheduled meeting in October 2020. The District's response to the conditional approval was approved by the board on October 14, 2020. By statute, ACOE is required to make a final determination regarding approval or disapproval by November 8, 2019.

Adopted Budget and Revised Multi-Year Budget Projection

OUSD's Unaudited Actuals Report was received by ACOE by the statutory deadline of September 14, 2020, and ACOE subsequently conducted a review of the report as submitted. The ending fund balance in the Unaudited Actuals report was more favorable to the District than the balance at Estimated Actuals, resulting in an increase of \$4.56 million to the Unrestricted General Fund.

The District’s revised 2020-21 Multi-Year Budget Projection disclosed on October 14, 2020, includes recent amendments, a budget tightening to both the Unrestricted and Restricted programs, as well as the fiscal impact of all recent settlements as of June 2020.

ACOE has reviewed and responded to the OUSD Board and community with its July 29, 2020 letter addressing the public disclosure between OUSD and UAOS, AFSCME, and the Unrepresented. OUSD has incorporated the impact of these settlements in its revised 2020-21 MYP.

Collective Bargaining Agreements – MOU with OEA and SEIU & AFSCME Side letters

Oakland USD has actively worked to ensure stakeholder engagement, mitigate learning loss, and to implement the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-21 school year with its recent MOU and Side Letter Agreements.

20-1854 - Memorandum of Understanding OEA

Oakland Unified School District and the Oakland Education Association (OEA) in its recent Memorandum of Understanding (MOU) recognized the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff.

20-1893 – Side Letter SEIU Local 1021

The Side Letter of Agreement between the Service Employees International Union (SEIU Local 1021) and Oakland Unified School District regarding the impacts of the COVID-19 pandemic during the Fall of 2020.

20-1893 – Side Letter AFSCME

The Side Letter Agreement between the American Federation of State, County, Municipal Employees (AFSCME), and Oakland Unified School District regarding the impacts of the COVID-19 pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year.

The combined fiscal impact of these agreements per OUSD’s recent public disclosure are as follows:

Description	2020-21	2021-22	2022-23
One-time Impact	\$2,060,959	\$0	\$0
Ongoing Impact	0	0	0
Total	\$2,060,959	\$0	\$0

The District will address the financial impact of these recent agreements with the one-time CARES Funding that has been provided to help support LEAs with direct COVID related expenses and to mitigate learning loss.

Cash Flow

ACOE has been actively engaged with OUSD regarding OUSD's fall loan from the County Treasurer, as well as the District's ability to navigate the State Apportionment Deferrals scheduled in Spring 2021. Due to receipt of one-time Learning Loss Mitigation Funds in September 2020, OUSD did not require a fall loan as it has in prior years. Like many LEAs across the state, OUSD will participate in the State Tran pool to support the District's cash needs during the deferred state apportionments from February 2021 through November 2021.

Adopted Budget Approval

In conclusion, based on ACOE's review of OUSD's Conditional Approval response which addressed the two (2) items mentioned above, as well as provided an updated cash flow projection, ACOE determined that OUSD has met all the conditions for approval. Therefore, OUSD's 2020-21 Adopted Budget is *approved*.

To help ensure OUSD continues on its path toward fiscal sustainability, and as approved by the OUSD board with its revised MYP in its Conditional Approval response, ACOE requests the \$16 million in ongoing budget-balancing solutions for 2021-22 be identified and included no later than the District's Second Interim Budget Report, due to ACOE on March 15, 2021.

We appreciate OUSD's ongoing assistance during this process and look forward to reviewing the 2020-21 First Interim Budget Report. Please feel free to contact me with any questions as we continue to work collaboratively to ensure both the fiscal and educational success of OUSD.

Sincerely,



L. Karen Monroe
Alameda County Superintendent of Schools

cc: Board of Education, Oakland USD
Kyla Johnson-Trammell, Superintendent, Oakland USD
Lisa Grant-Dawson, Chief Business Official, Oakland USD
Preston Thomas, Chief Systems and Service Officer, Oakland USD
Tony Thurmond, State Superintendent of Public Instruction, CDE
Michael Fine, Chief Executive Officer, FCMAT
Chris Learned, Fiscal Oversight Trustee
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE
Charles Faulkner, Interim Chief of District & Business Advisory Services, ACOE
Shirene Moreira, Director II, District Advisory Services, ACOE

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: SEIU

Certificated or Classified: Certificated or Classified

The proposed agreement covers the period beginning: 8/5/2020 and ending: 1/31/2021
(date) (date)

The Governing Board will take action on: TBD Pending County Approval and October Board Timeline
(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 FY 2020-21	Fiscal Impact of Proposed Agreement <small>(complete Year 2 and 3 for multiyear & overlapping agreements only)</small>		
			Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			FY 2020-21	FY 2021-22	FY 2022-23
1.	Salary Schedule (Including Step & Column)	\$ 91,021,694	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 54,600	\$ -	\$ -
			0.06%	0.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)				
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 18,247	\$ -	\$ -
			#DIV/0!	0.00%	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)	\$ 91,021,694	\$ 72,847	\$ -	\$ -
			0.08%	0.00%	0.00%
6.	Total number of represented Employees (Use FTEs)	0	26	0	0
7.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$ 2,802	\$ -	\$ -

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: **OEA, SEIU, AFSCME**

The Governing Board will take action TBD Pending County Approval and October Board Timeline

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

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board-Approved Budget Before Settlement As of:	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)	\$ 379,558,165	\$ -	\$ -	\$ 379,558,165
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 5,355,234	\$ -	\$ -	\$ 5,355,234
Other Local Revenue (8600-8799)	\$ 5,271,774	\$ -	\$ -	\$ 5,271,774
Total Revenues	\$ 390,185,173	\$ -	\$ -	\$ 390,185,173
Expenditures				
Certificated Salaries (1000-1999)	\$ 139,104,779	\$ -	\$ -	\$ 139,104,779
Classified Salaries (2000-2999)	\$ 48,273,228	\$ -	\$ -	\$ 48,273,228
Employee Benefits (3000-3999)	\$ 88,312,970	\$ -	\$ -	\$ 88,312,970
Books and Supplies (4000-4999)	\$ 6,855,582	\$ -	\$ -	\$ 6,855,582
Services & Operating Expenses (5000-5999)	\$ 21,601,821	\$ -	\$ -	\$ 21,601,821
Capital Outlay (6000-6599)	\$ 115,000	\$ -	\$ -	\$ 115,000
Other Outgo (7100-7299 & 7400-7499)	\$ 5,985,437	\$ -	\$ -	\$ 5,985,437
Direct Support/Indirect Cost (7300-7399)	\$ (5,566,064)	\$ -	\$ -	\$ (5,566,064)
Total Expenditures	\$ 304,682,753	\$ -	\$ -	\$ 304,682,753
Operating Surplus (Deficit)	\$ 85,502,420	\$ -	\$ -	\$ 85,502,420
Other Sources and Transfers In (8910-8979)	\$ 264,067	\$ -	\$ -	\$ 264,067
Other Uses and Transfers Out (7610-7699)	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000
Contributions (8980-8999)	\$ (75,376,579)	\$ -	\$ -	\$ (75,376,579)
Current Year Increase (Decrease) In Fund Balance	\$ 8,789,908	\$ -	\$ -	\$ 8,789,908
Beginning Balance	\$ 28,487,127			\$ 28,487,127
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 37,277,035	\$ -	\$ -	\$ 37,277,035
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 12,544,471	\$ -	\$ -	\$ 12,544,471
Designated Amounts (9775-9780)	\$ 12,746,376	\$ -	\$ -	\$ 12,746,376
Unappropriated Amounts (9790)	\$ 11,986,188			\$ 11,986,188
Comments (Major changes):				
There are no projected changes to the UnRestricted General Fund as the resources used to support this agreement is being funded by Resource 3210, CARES.				

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: **OEA, SEIU, AFSCME**

The Governing Board will take action ~~on~~ Pending County Approval and October Board Timeline

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 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)	\$ 3,213,706	\$ -	\$ -	\$ 3,213,706
Federal Revenue (8100-8299)	\$ 97,780,468	\$ -	\$ -	\$ 97,780,468
Other State Revenue (8300-8599)	\$ 73,989,285	\$ -	\$ -	\$ 73,989,285
Other Local Revenue (8600-8799)	\$ 71,715,901	\$ -	\$ -	\$ 71,715,901
Total Revenues	\$ 246,699,360	\$ -	\$ -	\$ 246,699,360
Expenditures				
Certificated Salaries (1000-1999)	\$ 74,571,143	\$ 970,481	\$ -	\$ 75,541,624
Classified Salaries (2000-2999)	\$ 42,103,166	\$ 645,300	\$ -	\$ 42,748,466
Employee Benefits (3000-3999)	\$ 89,424,290	\$ 445,178	\$ -	\$ 89,869,468
Books and Supplies (4000-4999)	\$ 61,903,303	\$ (1,030,479.63)	\$ -	\$ 60,872,823
Services & Operating Expenses (5000-5999)	\$ 42,776,667	\$ (1,030,479.63)	\$ -	\$ 41,746,187
Capital Outlay (6000-6599)	\$ 40,000	\$ -	\$ -	\$ 40,000
Other Outgo (7100-7299 & 7400-7499)	\$ 6,180,385	\$ -	\$ -	\$ 6,180,385
Direct Support/Indirect Cost (7300-7399)	\$ 3,941,858	\$ -	\$ -	\$ 3,941,858
Total Expenditures	\$ 320,940,812	\$ -	\$ -	\$ 320,940,812
Operating Surplus (Deficit)	\$ (74,241,452)	\$ -	\$ -	\$ (74,241,452)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 75,376,579	\$ -	\$ -	\$ 75,376,579
Current Year Increase (Decrease) In Fund Balance	\$ 1,135,127	\$ -	\$ -	\$ 1,135,127
Beginning Balance	\$ 37,744,796			\$ 37,744,796
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -			\$ -
Comments (Major changes): As of the 45 Day Revise, the District recognized the CARES and ESSER Funding. The agreements for OEA trigger a transfer from the 5000 Object Code the budget was temporarily placed in to a 1000 and 3000 Budget Code for the cost of substitutes to support asynchronous education and the required training				

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: **OEA, SEIU, AFSCME**

The Governing Board will take action on: **/ Approval and October Board Timeline**

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)	\$ 382,771,871	\$ -	\$ -	\$ 382,771,871
Federal Revenue (8100-8299)	\$ 97,780,468	\$ -	\$ -	\$ 97,780,468
Other State Revenue (8300-8599)	\$ 79,344,519	\$ -	\$ -	\$ 79,344,519
Other Local Revenue (8600-8799)	\$ 76,987,675	\$ -	\$ -	\$ 76,987,675
Total Revenues	\$ 636,884,533	\$ -	\$ -	\$ 636,884,533
Expenditures				
Certificated Salaries (1000-1999)	\$ 213,675,922	\$ 970,481	\$ -	\$ 214,646,403
Classified Salaries (2000-2999)	\$ 90,376,394	\$ 645,300	\$ -	\$ 91,021,694
Employee Benefits (3000-3999)	\$ 177,737,260	\$ 445,178	\$ -	\$ 178,182,438
Books and Supplies (4000-4999)	\$ 68,758,885	\$ (1,030,480)	\$ -	\$ 67,728,405
Services & Operating Expenses (5000-5999)	\$ 64,378,488	\$ (1,030,480)	\$ -	\$ 63,348,008
Capital Outlay (6000-6599)	\$ 155,000	\$ -	\$ -	\$ 155,000
Other Outgo (7100-7299 & 7400-7499)	\$ 12,165,822	\$ -	\$ -	\$ 12,165,822
Direct Support/Indirect Cost (7300-7399)	\$ (1,624,206)	\$ -	\$ -	\$ (1,624,206)
Total Expenditures	\$ 625,623,565	\$ -	\$ -	\$ 625,623,565
Operating Surplus (Deficit)	\$ 11,260,968	\$ -	\$ -	\$ 11,260,968
Other Sources and Transfers In (8910-8979)	\$ 264,067	\$ -	\$ -	\$ 264,067
Other Uses and Transfers Out (7610-7699)	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 9,925,035	\$ -	\$ -	\$ 9,925,035
Beginning Balance	\$ 66,231,923			\$ 66,231,923
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 76,156,958	\$ -	\$ -	\$ 76,156,958
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Reserved for Economic Uncertainties (9789)	\$ 12,544,471	\$ -	\$ -	\$ 12,544,471
Designated Amounts (9775-9780)	\$ 12,746,376	\$ -	\$ -	\$ 12,746,376
Unappropriated Amounts - Unrestricted (9790)	\$ 11,986,188	\$ -	\$ -	\$ 11,986,188
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	3.91%			3.91%
Comments (Major changes):				

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: OEA, SEIU, AFSCME

The Governing Board will take action ~~on~~ Pending County Approval and October Board Timeline

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY	FY	FY
Revenues			
LCFF Revenue Sources	382,771,871	382,771,871	382,771,871
Federal Revenue	97,780,468	64,560,462	47,442,447
Other State Revenue	79,344,519	78,056,951	80,601,608
Local Revenue	76,987,675	76,987,675	76,987,675
Other Financing Sources	264,067	264,067	264,067
Other Adjustments			
Total Revenue	637,148,600	602,641,026	588,067,668
Expenditures			
Certificated Salaries	214,646,403	214,646,403	224,966,325
Step & Column Adjustment		2,790,403	2,924,562
Settlement-Related Costs (+/-)		8,500,000	
Other Adjustments		(970,481)	
Total Certificated Salaries	214,646,403	224,966,325	227,890,887
Classified Salaries	91,021,694	91,021,694	91,559,676
Step & Column Adjustment		1,183,282	1,190,276
Settlement-Related Costs (+/-)			
Other Adjustments		(645,300)	
Total Classified Salaries	91,021,694	91,559,676	92,749,952
Employee Benefits	178,182,438	184,007,365	195,113,050
Settlement-Related Costs (+/-)		(445,178)	
Books & Supplies	67,728,405	52,478,577	45,436,200
Services, Other Operating Exp	63,348,008	47,971,586	40,798,958
Capital Outlay	155,000	155,000	155,000
Other Outgo (Excluding Transfers of Indirect Costs)	12,165,822	12,165,822	12,165,822
Other Outgo - Transfers of Indirect Costs	(1,624,206)	(1,624,206)	(1,624,206)
Other Financing Uses	1,600,000	1,600,000	1,600,000
Other Adjustments			
Total Expenditures	627,223,565	612,834,967	614,285,663
Net Increase(Decrease) in Fund Balance	9,925,035	(10,193,941)	(26,217,995)
Beginning Fund Balance	66,231,923	76,156,958	65,963,017
Audit Adjustments/Restatements	0		
Ending Balance	76,156,958	65,963,017	39,745,022
Components of Ending Balance			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	51,626,299	33,689,363	13,029,344
Required Reserve	12,544,471	12,256,699	12,285,713
Unrestricted Balance (Incl Revolving)	11,836,188	19,866,955	14,279,964
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	627,223,565	612,834,967	614,285,663
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 12,544,471	\$ 12,256,699	\$ 12,285,713

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

a. General Fund Unrestricted REU	\$ 12,544,471	\$ 12,256,699	\$ 12,285,713
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 11,836,188	\$ 19,866,955	\$ 14,279,964
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 24,380,659	\$ 32,123,654	\$ 26,565,677

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

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

4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

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: **OEA, SEIU, AFSCME**

The Governing Board will TAB and Retain County Approval and October Board Timeline

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"?

N/A

9. **Were any additional steps, columns or ranges added to the schedules?**
(If yes, please explain.)

N/A

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

OEA - Strategic Support to address learning loss by having substitutes support active classes by helping manage classes during pull-put periods during asynchronous time. See Item 9 OEA-OUSD MOU. The District has also recognized and negotiated a weekly stipend for all members who are selected and work during the period of the agreement. See SEIU Agreement Item 2.b. The AFSCME agreement also includes acknowledgement of the sacrifice of essential workers and proposed 5 stipend tiers based on job classification.

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

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

OEA-MOU Various elements of language in responses to working conditions and a strong start for the 2020-21 school year. SEIU and AFSCME side letters are also centered around working conditions for safety and acknowledgement of needs for essential workers

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

All three agreements are non-precedent setting and is focused on distance learning and is in effect while schools are closed/shelter-in-place is still in place.

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

AFSCME Agreement acknowledges the withdrawal of 3 grievances related to Nutrition, Custodial, and Central Kitchen vacancies.

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: **OEA, SEIU, AFSCME**

The Governing Board will take the following action: **County Approval and October Board Timeline**

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?

OEA - Cost is for substitutes, is off schedule and is the limited term during Distance Learning. SEIU and AFSCME agreements are also one time, off schedule "stipends" All costs are funded by CARES funding.

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)?

N/A

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.).

These agreements respond to the District's distance learning status and Learning Continuity and Attendance Plan as adopted on September 23, 2020. These agreements are in support of the District's written plan and ESSER spending scope to retain positions.

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.

TBD as each agreement has a sunset date and the District is unable to predict when/if it can resume in-person instruction. This may trigger deficit spending if ongoing activities related to these agreements, without adjusting or eliminating other areas, with the absence of one time funding to support these areas of operational need/focus.

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	\$ (2,060,959)	The allocation of funding from these agreements
2nd Subsequent Year	\$ -	

Additional Explanation (if necessary)

The allocation of funding from these agreements is one time and expire by 6/2020.

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	2,060,959	-	-	2,060,959
On-going	-	-	-	-
Total	2,060,959	-	-	2,060,959

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	2,060,959	-	-
Reduced Budget in the 4 & 5 Object Codes	(2,060,959)		
Ending Fund Balance Increase (Decrease)	-	-	-

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

District Superintendent (Signature)

Date

Kyla Johnson-Trammel

District Superintendent (Type Name)

Chief Business Official (Signature)

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: yellow; height: 25px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date
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After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on County Approval and October B, took action to approve the proposed Agreement with the OEA, SEIU, AFSCME Bargaining Unit.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> President (or Clerk), Governing Board (Signature)	<div style="background-color: yellow; height: 25px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date
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