

Board Office Use: Legislative File Info.	
File ID Number	15-0303
Introduction Date	3-11-15
Enactment Number	15-0321
Enactment Date	3/11/15 <i>AK</i>




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**To:** Board of Education

**From:** Jacqueline P. Minor, General Counsel  
Troy Christmas, Director, Labor Strategy *JPM*

**Meeting Date:** March 11, 2015

**Subject:** OUSD-AFSCME Side Letter Agreement Regarding Wage Increases

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**Action Requested:** Approval by the Board of Education of the Side Letter Agreement between the District and American Federation of State County and Municipal Employees (AFSCME), Local 257 regarding wage increases.

**Summary:** On February 5, 2015 the District and AFSCME, Custodians, Food Service Workers and Aides Special Education, reached the attached Side Letter of Agreement regarding wage increases to conform to the new minimum wage changes effective March 2, 2015.

**Recommendation:** Approval by the Board of Education of the Side Letter Agreement between the District and American Federation of State County and Municipal Employees (AFSCME), Local 257 regarding wage increases.

**Fiscal Impact:** The fiscal impact of the change is \$79,521.94 to Fund 13.

**Attachments:**

- Side Letter of Agreement
- Attachments A & B

File ID Number 15-0303  
Introduction Date 3-11-15  
Enactment Number 15-0321  
Enactment Date 3/11/15 *o.s.*


**SIDE LETTER OF AGREEMENT**  
Between the  
**OAKLAND UNIFIED SCHOOL DISTRICT ("District")**  
And the  
**AMERICAN FEDERATION of STATE, COUNTY, and MUNICIPAL EMPLOYEES ("AFSCME") LOCAL 257**  
Regarding  
**Increase to Minimum Wage**

This side letter of agreement is entered into between the American Federation of State, County, and Municipal Employees ("AFSCME") Local 257 and the Oakland Unified School District ("District") increases to employee wages necessary to create alignment with local wage standards; The parties agree to increase employee wages under the Collective Bargaining Agreement<sup>1</sup> ("Agreement") as follows:

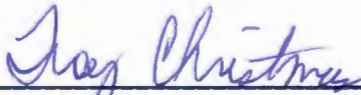
- A. The parties agree to amend the Food Service Assistant Salary Schedule as shown in Attachment A and Food Service Manager Salary Schedule as shown in Attachment B.
- B. Effective March 2, 2015 all employees holding the position Food Service Assistant I shall be placed on Range 01 Step 01 of Attachment A and all employees holding the position Food Service Assistant III shall be placed on Range 03 Step 01 of Attachment A.
- C. Effective March 2<sup>nd</sup>, all new hire wages, or changes to wages due to promotions or necessary step increases shall be as set forth on Attachment A and Attachment B.

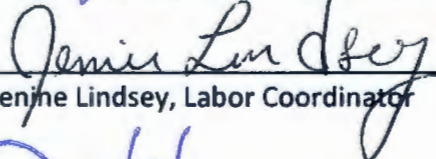
In witness whereof, the parties hereto have amended the Agreement on this \_\_\_\_ day of January 2015.

This side letter is effective on the date above and subject to the approval/ratification of the Governing Authority of the District.

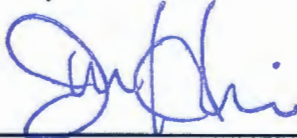
  
Sherman Phillips, President, AFSCME

  
Jo Bates, Business Representative, AFSCME

  
Troy Christmas, Director of Labor Strategy

  
Jenine Lindsey, Labor Coordinator

  
DISTRICT  
not  
DISTANCE

  
James Harris, President, Board of Education

  
Antwan Wilson, Secretary, Board of Education/Superintendent

2/02/2015

<sup>1</sup> Collective Bargaining Agreement Between AFSCME and OUSD 2008-2011 and extended 2011-2014.

## PROPOSED

ATTACHMENT A					REVISED
<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>					
<b>HUMAN RESOURCES SERVICES AND SUPPORT</b>					
<b>AFSCME</b>					
<b>FOOD SERVICES STAFF "FSA" SALARY SCHEDULE</b>					
<b>STEPS</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>RANGE</b>					
<b>1 FOOD SERVICE ASSIST I</b>					
<b>ANNUAL</b>	\$19,014.26	\$19,965.68	\$20,963.56	\$20,963.56	\$20,963.56
<b>MONTHLY</b>	\$1,901.43	\$1,996.57	\$2,096.36	\$2,096.36	\$2,096.36
<b>WEEKLY</b>	\$470.65	\$494.20	\$518.90	\$518.90	\$518.90
<b>DAILY</b>	\$94.13	\$98.84	\$103.78	\$103.78	\$103.78
<b>HOURLY</b>	\$12.55	\$13.18	\$13.84	\$13.84	\$13.84
<b>3 NEW FOOD SERVICE ASSIST III/TECH</b>					
<b>03</b>					
<b>ANNUAL</b>	\$21,169.08	\$22,227.84	\$23,337.60	\$23,337.60	\$23,337.60
<b>MONTHLY</b>	\$2,116.91	\$2,222.78	\$2,333.76	\$2,333.76	\$2,333.76
<b>WEEKLY</b>	\$518.85	\$544.80	\$572.00	\$572.00	\$572.00
<b>DAILY</b>	\$103.77	\$108.96	\$114.40	\$114.40	\$114.40
<b>HOURLY</b>	\$13.84	\$14.53	\$15.25	\$15.25	\$15.25

## ATTACHMENT B

**PROPOSED**

OAKLAND UNIFIED SCHOOL DISTRICT    REVISED			
HUMAN RESOURCES SERVICES AND SUPPORT			
AFSCME			
FOOD SERVICES MANAGERS "FSMG" SALARY SCHEDULE			
STEPS			
	1	2	3
RANGE			
<b>01</b>	<b>FOOD SERV MGR III</b>		
ANNUAL	\$23,452.79	\$24,649.20	\$25,877.15
MONTHLY	\$2,345.28	\$2,464.92	\$2,587.71
WEEKLY	\$572.02	\$601.21	\$631.15
DAILY	\$114.40	\$120.24	\$126.23
HOURLY	\$15.25	\$16.03	\$16.83
<b>02</b>	<b>FOOD SERV MGR IV</b>		
ANNUAL	\$24,649.20	\$25,877.15	\$27,164.55
MONTHLY	\$2,464.92	\$2,587.71	\$2,716.55
WEEKLY	\$601.21	\$631.15	\$662.57
DAILY	\$120.24	\$126.23	\$132.51
HOURLY	\$16.03	\$16.83	\$17.67
<b>03</b>	<b>FOOD SERV MGR V</b>		
ANNUAL	\$25,877.15	\$27,164.55	\$28,505.25
MONTHLY	\$2,587.71	\$2,716.55	\$2,850.52
WEEKLY	\$631.15	\$662.57	\$695.23
DAILY	\$126.23	\$132.51	\$139.05
HOURLY	\$16.83	\$17.67	\$18.54
<b>04</b>	<b>FOOD SERV MGR VI</b>		
ANNUAL	\$27,164.55	\$28,505.25	\$29,934.10
MONTHLY	\$2,716.55	\$2,850.52	\$2,993.41
WEEKLY	\$662.57	\$695.23	\$730.12
DAILY	\$132.51	\$139.05	\$146.02
HOURLY	\$17.67	\$18.54	\$19.47
<b>05</b>	<b>FOOD SERV MGR VII</b>		
ANNUAL	\$28,505.25	\$29,934.10	\$31,430.60
MONTHLY	\$2,850.52	\$2,993.41	\$3,143.06
WEEKLY	\$695.23	\$730.12	\$766.63
DAILY	\$139.05	\$146.02	\$153.32
HOURLY	\$18.54	\$19.47	\$20.44
<b>6</b>	<b>FOOD SERV MGR VIII</b>		
ANNUAL	\$29,934.10	\$31,430.60	\$33,002.95
MONTHLY	\$2,993.41	\$3,143.06	\$3,300.29
WEEKLY	\$730.12	\$766.63	\$804.96
DAILY	\$146.02	\$153.32	\$160.99
HOURLY	\$19.47	\$20.44	\$21.46

# Certification of the District's Ability to Meet the Costs of Collective Bargaining Agreement

## Side Letter of Agreement between OUSD and AFSCME

*This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.*

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of **Oakland Unified School District**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Bargaining Unit and all substitutes, during the term of the agreement from March 2, 2015 to **indefinite**.

*The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. 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)*

Budget Adjustment Categories	Increase(Decrease) Year 1 <b>All Funds</b>	Increase(Decrease) Year 2 <b>All Funds</b>	Increase(Decrease) Year 3 <b>All Funds</b>
<u>Revenues/</u> Other Financing Sources	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
	\$0	\$0	\$0
<u>Expenditures/</u> Other Financing Uses	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
	\$105,152	\$210,304	\$0
Ending Balance Increase (Decrease)	(\$105,152)	(\$210,304)	\$0

*These projections are based on the attached assumptions, which become an integral part of this document.*

  
 District Superintendent (Signature)

3-5-15  
 Date

ANTWAN WILSON

\_\_\_\_\_  
 District Superintendent (Type Name)

  
 Chief Financial Officer (Signature)

3-5-15  
 Date

RUTH ALAHYDOIAN

\_\_\_\_\_  
 Chief Financial Officer (Type Name)

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

Name of Bargaining Unit: **AFSCME (Minimum Wage Increase)**

Certificated  Classified

The proposed agreement covers the period beginning **March 2, 2015** and ending **indefinite**

and will be acted on by the Governing Board at its meeting on **March 11, 2015**

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

		Annual Cost Prior to Proposed Agreement FY2014-15 First Interim	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2014-15	Year 2 Increase/(Decrease) FY 2015-16	Year 3 Increase/(Decrease) FY 2016-17
<b>FUND 01 - General Fund</b>					
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 227,002,796	\$ 24,918	\$ 50,210	\$ 379
			0.01%	0.02%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 44,881,463	\$ 4,927	\$ 9,853	\$ -
			0.01%	0.02%	0.00%
4.	<b>Health/Welfare Plans</b>	\$ 52,606,904	\$ 5,775	\$ 11,549	\$ -
			0.01%	0.02%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 324,491,163	\$ 35,620	\$ 71,239	\$ 379
			0.01%	0.02%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1. (*No addnl exps resulted from agreement)</b>	\$ -	\$ -	\$ 374	\$ 379
7.	<b>Total number of represented Employees (Use FTEs)</b>	<b>414</b>	414	414	414
8.	<b>Total Compensation Average Cost per Employee</b>		\$ 86	\$ 172	\$ 1
			0.00%	0.00%	0.00%

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

9. What was the negotiated percentage increase 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"?

[The hourly rate for certain AFSCME employees was increased to meet new local minimum wage standards effective starting March 2, 2015.](#)

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

[The salary schedule was updated with the new payrate for those employees earning less than the new hourly minimum wage](#)

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11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

[The data submitted under "Annual Cost Prior to Agreement" is supported by Oakland Unified School District's initial 2014-15 First Interim dated November 25, 2014.](#)

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- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

[No negotiated changes in non-compensation items](#)

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- C. 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.).

[There is no specific instructional or programmatic impact associated with this agreement](#)

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- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

[N/A](#)

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- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist 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.

[This agreement has no impact on deficit financing in current or subsequent years](#)

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

**F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.**

N/A

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**G. Source of Funding for Proposed Agreement**

1. Current Year

Part of the "Committed and Assigned" fund balance is for salary increases. The fund balance will be adjusted in 3rd Interim to reflect this change in expenditures. Funds that are currently in "Other Assignments - Set Aside" for ongoing items will be reassigned to the reserve for economic uncertainties.

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2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (I.e., what will allow the district to afford this contract)?

The District has sufficient increase in on-going revenues to cover this on-going expense.

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3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient increase in on-going revenues to cover this on-going expense.

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

**H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)**

<b>FUND 01 - General Fund</b>	Column 1 <b>Latest Board- Approved Budget Before Settlement</b> <i>1st Int - 11/25/14</i>	Column 2 Cost of Adjustments as a Result of Settlement	Column 3* Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
Revenue Limit Sources (8010-8099)	\$ 296,822,948	\$ -	\$ -	\$ 296,822,948
Remaining Revenues (8100-8799)	\$ 142,053,454	\$ -	\$ -	\$ 142,053,454
<b>Total Revenues</b>	<b>\$ 438,876,402</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 438,876,402</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 163,498,444	\$ -	\$ -	\$ 163,498,444
2000 Classified Salaries	\$ 63,604,353	\$ 24,918	\$ 592,363	\$ 64,221,634
3000 Employee Benefits	\$ 97,488,367	\$ 10,701	\$ 254,395	\$ 97,753,464
4000 Books and Supplies	\$ 40,098,878	\$ -	\$ -	\$ 40,098,878
5000 Services and Operating Expenses	\$ 71,058,335	\$ -	\$ -	\$ 71,058,335
6000 Capital Outlay	\$ 724,770	\$ -	\$ -	\$ 724,770
7000 Other Outgo	\$ 5,272,871	\$ -	\$ -	\$ 5,272,871
<b>Total Expenditures</b>	<b>\$ 441,746,018</b>	<b>\$ 35,620</b>	<b>\$ 846,758</b>	<b>\$ 442,628,395</b>
Operating Surplus (Deficit)	\$ (2,869,616)	\$ (35,620)	\$ (846,758)	\$ (3,751,993)
Other Sources and Transfers In	\$ 734,067	\$ -	\$ -	\$ 734,067
Other Uses and Transfers Out	\$ (325,000)	\$ -	\$ -	\$ (325,000)
Current Year Increase (Decrease) In Fund Balance	\$ (2,460,549)	\$ (35,620)	\$ (846,758)	\$ (3,342,926)
Beginning Balance	\$ 25,533,200			\$ 25,533,200
Current Year Ending Balance	\$ 23,072,651	\$ (35,620)	\$ (846,758)	\$ 22,190,273
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ 1,769,293	\$ -	\$ -	\$ 1,769,293
Reserved for Economic Uncertainties 9789 (3%)	\$ 8,893,067	\$ -	\$ -	\$ 8,893,067
Committed and Assigned 9770-9780	\$ 12,410,291	\$ -	\$ -	\$ 12,410,291
Unassigned/Unappropriated 9790	\$ -			\$ (882,378)

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

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

N/A

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Please include any additional comments and explanations of page 4 as necessary:

\* Column 3 includes the financial impact of the two other proposed labor agreements submitted concurrently with this one.

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

**Revised MYP Including the Effects of Collective Bargaining**

District Name: Oakland Unified School District			
General Fund			
Multi-Year Projections			
Budget Year: 2014-15 1ST INT (Covers Multiyear for AFSCME Only)			
	ADA: 35286.75	ADA: 35286.75	ADA: 35286.75
	COLA: .85%	COLA: 2.19%	COLA: 2.14%
	Deficit: 0.77728	Deficit: 0.77728	Deficit: 0.77728
<b>Revenues</b>	Year:2014-2015	Year:2015-2016	Year:2016-2017
Revenue Limit Sources	296,822,948	312,555,890	329,874,371
Federal Revenue	46,895,368	46,895,368	46,895,368
Other State Revenue	46,551,373	44,197,973	44,226,023
Local Revenue	48,606,713	61,318,008	57,984,675
<b>Total Revenue</b>	<b>438,876,402</b>	<b>464,967,239</b>	<b>478,980,438</b>
<b>Expenditures</b>			
Certificated Salaries	163,498,444	163,498,444	165,760,031
Step & Column Adjustment		2,452,477	2,486,401
Cost-of-Living Adjustment			
Other Adjustments		(190,890)	(2,237,482)
Classified Salaries	63,629,271	63,679,107	64,515,537
Step & Column Adjustment		954,439	967,365
Cost-of-Living Adjustment			
Other Adjustments		(117,636)	(1,440,471)
Employee Benefits	97,499,069	105,533,755	111,548,698
Books & Supplies	40,098,878	46,125,087	46,279,194
Services, Other Operating Exp	71,058,335	72,357,662	71,645,777
Capital Outlay	724,770	736,970	716,723
Other Outgo	6,977,046	6,977,046	6,977,046
Direct Support/Indirect Costs	(1,704,175)	(1,704,174)	(1,704,174)
<b>Total Expenditures</b>	<b>441,781,637</b>	<b>460,302,287</b>	<b>465,514,644</b>
<b>Operating Surplus (Deficit)</b>	<b>(2,905,235)</b>	<b>4,664,952</b>	<b>13,465,793</b>
Other Financing Sources & Transfers In(Positive figure)	734,067	734,067	734,067
Other Financing Uses & Transfers Out (Neg Figure)	(325,000)	0	0
<b>Current Yr Inc(Dec) in Fund Balance</b>	<b>(2,496,168)</b>	<b>5,399,019</b>	<b>14,199,860</b>
<b>Beginning Fund Balance</b>	<b>25,533,200</b>	<b>23,037,031</b>	<b>28,436,050</b>
Audit Adjustments/Restatements			
<b>Ending Balance</b>	<b>23,037,031</b>	<b>28,436,050</b>	<b>42,635,911</b>
Restricted Balance	1,769,293	191,356	274,920
Required Reserve	8,842,133	9,206,046	9,310,293
Unrestricted Balance (Incl Revolving)	12,425,605	19,038,649	33,050,698
Comments: This multiyear table incorporates the changes resulting from this (AFSCME) agreement only.			

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

**J. Salary Notification Requirement**

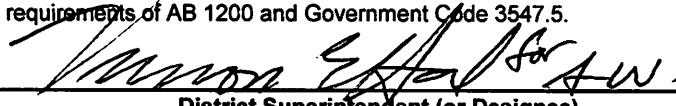
The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

**Comparison of Proposed Agreement to Change in District Base Revenue Limit**

(a) Current Year Base Revenue Limit (BRL) per ADA: (obtain from the FY 2013-2014 County Office-provided Revenue Limit or+B263 Form RL, Line 3	<u>\$ 6,711.37</u> (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	<u>\$ 6,711.37</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ -</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>0.00%</u>
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	<u>0.01%</u>

**K. Certification**

*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.*

<p>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.</p>	
<p>                  _____                  District Superintendent (or Designee)                  (Signature)</p>	<p align="right">3-5-15                  _____                  Date</p>
<p align="center">After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on _____, took action to approve the proposed Agreement with the _____ Bargaining Unit.</p>	
<p>_____                  President (or Clerk), Governing Board                  (Signature)</p>	<p>_____                  Date</p>

**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.

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

Name of Bargaining Unit: **AFSCME**

Certificated \_\_\_ Classified X

The proposed agreement covers the period beginning **March 2, 2015** and ending **indefinite**

and will be acted on by the Governing Board at its meeting on **March 11, 2015**

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

		Annual Cost Prior to Proposed Agreement <b>FY2014-15 First Interim</b>	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) <b>FY 2014-15</b>	Year 2 Increase/(Decrease) <b>FY 2015-16</b>	Year 3 Increase/(Decrease) <b>FY 2016-17</b>
<b>Fund 13 - Cafeteria Fund (Nutritional Svcs)</b>					
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 4,853,358	\$ 42,674	\$ 85,347	
			0.88%	1.76%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 1,321,502	\$ 11,619.40	\$ 23,239	\$ -
			0.88%	1.76%	0.00%
4.	<b>Health/Welfare Plans</b>	\$ 1,733,210	\$ 15,239.37	\$ 30,479	\$ -
			0.88%	1.76%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 7,908,070	\$ 69,532	\$ 139,065	\$ -
			0.88%	1.76%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1. (*No addtl exps resulted from agreement)</b>	\$ -	\$ -	\$ 640	\$ 650
7.	<b>Total number of represented Employees (Use FTEs)</b>	<b>108</b>	108	108	108
8.	<b>Total Compensation Average Cost per Employee</b>		\$ 644	\$ 1,288	\$ -
			0.00%	0.00%	0.00%

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

9. What was the negotiated percentage increase 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"?

The hourly rate for certain AFSCME employees was increased to meet new local minimum wage standards effective starting March 2, 2015.

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

The salary schedule was updated with the new payrate for those employees earning less than the new hourly minimum wage

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

The data submitted under "Annual Cost Prior to Agreement" is supported by Oakland Unified School District's initial 2014-15 First Interim dated November 25, 2014.

- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

No negotiated changes in non-compensation items

- C. 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.).

There is no specific instructional or programmatic impact associated with this agreement

- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

N/A

- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist 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.

This agreement will have a negative impact on FD 13 - Cafeteria Fund in the current year estimated at \$69,532. Funds from the general fund will be transferred to support the wage increase. Subsequent years will require the Cafeteria Fund to include the increase in the initial annual budget. If FD 13 cannot absorb such costs, the General Fund will transfer funds.

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

**F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.**

N/A

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**G. Source of Funding for Proposed Agreement**

1. Current Year

The General Fund will support the wage increase for 2014-15. A transfer at 3rd Interim Reporting from FD 01 (General Fund) to support Fund 13 (Cafeteria Fund) will be made to assist Fund 13 with operational costs as the majority of funding in Fund 13 is restricted.

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2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The Cafeteria Fund (Fund 13) will manage revenues and expenses in future year to support the increase on an ongoing basis. If FD 13 cannot absorb such costs, the General Fund will transfer funds.

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3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The Cafeteria Fund (Fund 13) will manage revenues and expenses in future year to support the increase on an ongoing basis. If FD 13 cannot absorb such costs, the General Fund will transfer funds.

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

**H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)**

Fund 13 - Cafeteria Fund (Nutritional Svcs)	Column 1 Latest Board- Approved Budget Before Settlement <i>1st Int - 11/25/14</i>	Column 2 Cost of Adjustments as a Result of Settlement	Column 3* Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 17,347,849	\$ -	\$ -	\$ 17,347,849
<b>Total Revenues</b>	\$ 17,347,849	\$ -	\$ -	\$ 17,347,849
<b>Expenditures</b>				
1000 Certificated Salaries	\$ -	\$ -	\$ -	\$ -
2000 Classified Salaries	\$ 4,853,358	\$ 42,674	\$ 4,174	\$ 4,900,206
3000 Employee Benefits	\$ 3,064,712	\$ 26,859	\$ 2,374	\$ 3,093,945
4000 Books and Supplies	\$ 8,257,529	\$ -	\$ -	\$ 8,257,529
5000 Services and Operating Expenses	\$ 163,142	\$ -	\$ -	\$ 163,142
6000 Capital Outlay	\$ 69,000	\$ -	\$ -	\$ 69,000
7000 Other Outgo	\$ 942,294	\$ -	\$ -	\$ 942,294
<b>Total Expenditures</b>	\$ 17,350,034	\$ 69,532	\$ 6,548	\$ 17,426,114
Operating Surplus (Deficit)	\$ (2,185)	\$ (69,532)	\$ (6,548)	\$ (78,266)
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ (206,843)	\$ -	\$ -	\$ (206,843)
Current Year Increase (Decrease) In Fund Balance	\$ (209,028)	\$ (69,532)	\$ (6,548)	\$ (285,109)
Beginning Balance	\$ 209,028			\$ 209,028
Current Year Ending Balance	\$ (0)	\$ (69,532)	\$ (6,548)	\$ (76,081)
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9789 (3%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated 9790	\$ -			\$ (76,081)

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

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

N/A

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Please include any additional comments and explanations of page 4 as necessary:

The General Fund will support the wage increase of 2014-15. Child Nutrition Fund (Fund 13) will manage revenues and expenses in future years to support the increase on an ongoing basis.

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\* Column 3 includes the financial impact on Fund 13 of the two other proposed labor agreements submitted concurrently with this one.

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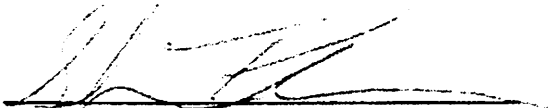
**SIDE LETTER OF AGREEMENT**  
Between the  
**OAKLAND UNIFIED SCHOOL DISTRICT ("District")**  
And the  
**AMERICAN FEDERATION of STATE, COUNTY, and MUNICIPAL EMPLOYEES ("AFSCME") LOCAL 257**  
Regarding  
**Increase to Minimum Wage**

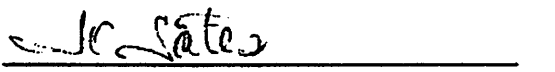
This side letter of agreement is entered into between the American Federation of State, County, and Municipal Employees ("AFSCME") Local 257 and the Oakland Unified School District ("District") increases to employee wages necessary to create alignment with local wage standards; The parties agree to increase employee wages under the Collective Bargaining Agreement<sup>1</sup> ("Agreement") as follows:

- A. The parties agree to amend the Food Service Assistant Salary Schedule as shown in Attachment A and Food Service Manager Salary Schedule as shown in Attachment B.
- B. Effective March 2, 2015 all employees holding the position Food Service Assistant I shall be placed on Range 01 Step 01 of Attachment A and all employees holding the position Food Service Assistant III shall be placed on Range 03 Step 01 of Attachment A.
- C. Effective March 2<sup>nd</sup>, all new hire wages, or changes to wages due to promotions or necessary step increases shall be as set forth on Attachment A and Attachment B.

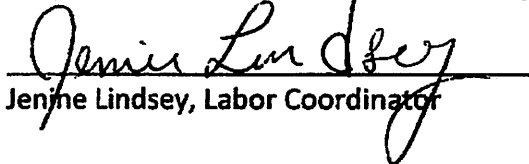
In witness whereof, the parties hereto have amended the Agreement on this \_\_\_\_ day of January 2015.

This side letter is effective on the date above and subject to the approval/ratification of the Governing Authority of the District.

  
Sherman Phillips, President, AFSCME

  
Jo Bates, Business Representative, AFSCME

  
Troy Christmas, Director of Labor Strategy

  
Jenine Lindsey, Labor Coordinator

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
Attorney at Law

James Harris, President, Board of Education

Antwan Wilson, Secretary, Board of Education/Superintendent

2/22/2015

<sup>1</sup> Collective Bargaining Agreement Between AFSCME and OUSD 2008-2011 and extended 2011-2014.

**OAKLAND UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES SERVICES AND SUPPORT  
AFSCME  
FOOD SERVICES STAFF "FSA" SALARY SCHEDULE**

RANGE	STEPS				
	1	2	3	4	5
<b>1 FOOD SERVICE ASSIST I</b>					
<b>ANNUAL</b>	\$19,014.26	\$19,965.68	\$20,963.56	\$20,963.56	\$20,963.56
<b>MONTHLY</b>	\$1,901.43	\$1,996.57	\$2,096.36	\$2,096.36	\$2,096.36
<b>WEEKLY</b>	\$470.65	\$494.20	\$518.90	\$518.90	\$518.90
<b>DAILY</b>	\$94.13	\$98.84	\$103.78	\$103.78	\$103.78
<b>HOURLY</b>	\$12.55	\$13.18	\$13.84	\$13.84	\$13.84
<b>3 NEW FOOD SERVICE ASSIST III/TECH</b>					
<b>03</b>					
<b>ANNUAL</b>	\$21,169.08	\$22,227.84	\$23,337.60	\$23,337.60	\$23,337.60
<b>MONTHLY</b>	\$2,116.91	\$2,222.78	\$2,333.76	\$2,333.76	\$2,333.76
<b>WEEKLY</b>	\$518.85	\$544.80	\$572.00	\$572.00	\$572.00
<b>DAILY</b>	\$103.77	\$108.96	\$114.40	\$114.40	\$114.40
<b>HOURLY</b>	\$13.84	\$14.53	\$15.25	\$15.25	\$15.25

*FSA I annual salary is based on the number of work days scheduled for the current year plus 13 holidays and 8 vacation days.*

*For 1997-98\* the number of scheduled work days is 181. The total number of paid days, including holidays and vacation days is 202.*

*Vacation days in excess of 8 are paid in the final pay warrant for the school year.*

*FSA II, FSA III, FSA Tech annual salary is based on the number of work days scheduled for the current year plus 13 holidays and 8 vacation days.*

*For 1997-98\* the number of scheduled work days is 183. The total number of paid days, including holidays and vacation days is 204.*

*Vacation days in excess of 8 are paid in the final pay warrant for the school year.*

*Satellite Lead annual salary is based on the number of work days scheduled for the current year plus 13 holidays and 8 vacation days.*

*For 1997-98\* the number of scheduled work days is 184. The total number of paid days, including holidays and vacation days is 205.*

*Vacation days in excess of 8 are paid in the final pay warrant for the school year.*

**NOTE: ALL ANNUAL RATES ARE BASED ON A 7-1/2 HOURS DAY.**

The first Salary increase For new hires on this salary schedule will be after six(6) full calendar months of active service and attainment of permanent status. Subsequent increases thereafter occur on yearly intervals of active service until top step is reached.

Substitutes hourly rates:

Food Service Asst. II \$ 12.37 \*\*\*\*\* Food Service Asst. III \$12.99

\*Work days remain unchanged since 1988-99

Salary Schedule FSA. 202 Days 7.5 Hours.  
3.87% COLA. Implementation date 01/14/2002  
Effective 7/1/2005  
Includes 2% increase effective 7/1/2013

**ATTACHMENT B**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**HUMAN RESOURCES SERVICES AND SUPPORT**  
**AFSCME**  
**FOOD SERVICES MANAGERS**  
**"FSMG"**  
**SALARY SCHEDULE**

RANGE	STEPS		
	1	2	3
<b>01</b>	<b>FOOD SERV MGR III</b>		
ANNUAL	\$23,452.79	\$24,625.43	\$25,856.70
MONTHLY	\$2,345.28	\$2,462.54	\$2,585.67
WEEKLY	\$572.02	\$600.62	\$630.65
DAILY	\$114.40	\$120.12	\$126.13
HOURLY	\$15.25	\$16.01	\$16.81
<b>02</b>	<b>FOOD SERV MGR IV</b>		
ANNUAL	\$24,649.77	\$25,882.26	\$27,176.37
MONTHLY	\$2,464.98	\$2,588.23	\$2,717.64
WEEKLY	\$601.21	\$631.27	\$662.83
DAILY	\$120.24	\$126.25	\$132.56
HOURLY	\$16.03	\$16.83	\$17.67
<b>03</b>	<b>FOOD SERV MGR V</b>		
ANNUAL	\$25,877.19	\$27,171.05	\$28,529.60
MONTHLY	\$2,587.72	\$2,717.11	\$2,852.96
WEEKLY	\$631.15	\$662.71	\$695.84
DAILY	\$126.23	\$132.54	\$139.17
HOURLY	\$16.83	\$17.67	\$18.56
<b>04</b>	<b>FOOD SERV MGR VI</b>		
ANNUAL	\$27,165.47	\$28,523.74	\$29,949.93
MONTHLY	\$2,716.55	\$2,852.38	\$2,995.00
WEEKLY	\$662.57	\$695.70	\$730.48
DAILY	\$132.51	\$139.14	\$146.09
HOURLY	\$17.67	\$18.55	\$19.48
<b>05</b>	<b>FOOD SERV MGR VII</b>		
ANNUAL	\$28,504.47	\$29,929.69	\$31,426.18
MONTHLY	\$2,850.45	\$2,992.97	\$3,142.62
WEEKLY	\$695.23	\$729.99	\$766.49
DAILY	\$139.05	\$146.00	\$153.30
HOURLY	\$18.54	\$19.47	\$20.44
<b>6</b>	<b>FOOD SERV MGR VIII</b>		
ANNUAL	\$29,934.76	\$31,431.50	\$33,003.07

<i>MONTHLY</i>	\$2,993.48	\$3,143.15	\$3,300.31
<i>WEEKLY</i>	\$730.12	\$766.63	\$804.96
<i>DAILY</i>	\$146.02	\$153.32	\$160.99
<i>HOURLY</i>	\$19.47	\$20.44	\$21.47

*Substitutes hourly rates:*

Food Service Mgr. I \$ 14.31 \*\*\*\*\* Food Service Mgr. II \$15.03

Food Service Mgr. III \$ 15.79 \*\*\*\*\* Food Service Mgr. IV \$16.58

Food Service Mgr. V \$ 17.41 \*\*\*\*\* Food Service Mgr. VI \$18.27

Food Service Mgr. VII \$ 19.19 \*\*\*\*\* Food Service Mgr. VIII \$20.09

Salary Schedule FSMG. 202 Days 7.5 Hours.

3.87% COLA. Implementation date 01/14/2002

Effective 7/1/2005

Includes 2% increase effective 7/1/2013

Includes changes effective March 2, 2015



# Alameda County Office of Education

L. Karen Monroe  
Superintendent

## BOARD OF EDUCATION

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Trustee Area 7

March 9, 2015

James Harris, President  
Board of Education  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607-4099

RE: Public Disclosure of Collective Bargaining Agreement between the Oakland Unified School District and  
(1) Service Employees International (SEIU) and  
(2) American Federation of State, County and Municipal Employees (AFSCME)

Dear President Harris:

We have reviewed the Public Disclosure of Collective Bargaining Agreements for the SEIU and AFSCME bargaining units. The agreements provide for an increase in the minimum wage, effective March 2, 2015, in order to comply with the provisions of Measure FF, which was approved by the City of Oakland voters in the November 4, 2014 election. Also, the salary schedules for SEIU members will be increased by three percent, effective January 1, 2015. The purpose of our review is to determine whether these agreements will have a material impact on the financial condition of the District in the current and subsequent two fiscal years.

Based on the 2014-15 First Interim Report Multi-Year Projection and including the additional expenditures associated with the agreements, it appears that the District will be able to maintain its required reserve for economic uncertainties for 2014-15 and the subsequent two fiscal years.

Should any other tentative agreements be made, please submit new Public Disclosure documents to our office 10 days prior to the date the Governing Board will take action.

If you have any questions or concerns regarding our review, please feel free to call me at (510) 670-4140, or contact Jeff Potter at (510) 670-4277.

313 W. Winton Ave.  
Hayward, California  
94544-1136

(510) 887-0152

[www.acoe.org](http://www.acoe.org)



Sincerely,



L. Karen Monroe, Superintendent  
Alameda County Office of Education

LKM:sm

cc: Board of Education, Oakland USD  
Antwan Wilson, Superintendent, Oakland USD  
Vernon Hal, Senior Business Officer, Oakland USD  
Ruth Alahydoian, Chief Financial Officer, Oakland USD  
Carlene Naylor, State Trustee, Oakland USD  
Tom Torlakson, State Superintendent of Public Instruction, CDE  
Carolyn Baez, Financial Audits Bureau-Division of Audits, SCO  
Peter Foggiato, School Fiscal Services Director, CDE  
Jeffrey B. Potter, Executive Director, ACOE