




## MEMORANDUM

DATE: April 22, 2016

TO: Board of Education

FROM: Superintendent Antwan Wilson  
Vernon Hal, Senior Business Officer  
Ruth Alahydoian, Chief Financial Officer 

RE: AB1200 Public Disclosure Documentation SEIU Tentative Agreement

File ID Number: 16-076  
Introduction Date: 4/22/16  
Enactment Number: 16-0613  
Enactment Date: 4/22/16  
By: 8/2

*California Government Code* Section 3540.2 requires certain school districts to submit proposed (tentative) collective bargaining agreements to the county office for review and comment prior to approval by the board. For the past several years OUSD had a “qualified” certification on interim reports and was required to receive confirmation of county office review prior to Board approval. With the “positive” certification on the District’s second interim for 2015-16, we are no longer subject to this requirement. However, the cost analysis and public disclosure documentation are still required as part of the Board approval process.

The proposed Tentative Agreement of March 23, 2016 (TA), between Service Employees International Union (SEIU) and Oakland Unified School District (OUSD) applies the rate increases in the TA for 2015-16 to the rates and stipends in Article 3 of the TA effective May 1, 2015. The attached documentation provides a cost analysis of the TA. The cost of this agreement was already included in the cost estimates submitted as part of the original OEA disclosure.

No additional costs will be incurred by the adoption of this addendum.

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

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

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

	FUND 1	FUND 11	FUND 12	FUND 13	FUND 21	FUND 67	TOTAL
Year 1	2,144,646	5,122	192,070	21,644	15,344	7,653	2,386,479
Year 2	1,193,915	2,740	103,293	11,166	8,979	3,287	1,323,380
Year 3	1,303,990	2,740	103,293	11,166	8,979	3,287	1,433,455
<b>TOTAL</b>	<b>4,642,551</b>	<b>10,602</b>	<b>398,656</b>	<b>43,976</b>	<b>33,302</b>	<b>14,227</b>	<b>5,143,314</b>

Please check one of the following:

- ☒ **X** 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).*

Budget Adjustment Categories	Increase/Decrease Year 1	Increase/Decrease Year 2	Increase/Decrease Year 3
<b>Revenue/Other Financing Sources</b>			
<b>Expenditures/Other Financing Uses</b>			
Fund 1	2,144,646	(950,731)	110,075
Fund 11	5,122	(2,382)	-0-
Fund 12	192,070	(88,777)	-0-
Fund 13	21,644	(10,478)	-0-
Fund 21	15,344	(6,365)	-0-
Fund 67	7,653	(4,366)	-0-
<b>Ending Balance Increase/(Decrease)</b>	<b>2,386,479</b>	<b>(1,063,099)</b>	<b>110,075</b>

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Oakland Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the SEIU Bargaining Unit(s), during the term of the agreement, from July 1, 2015 to June 30, 2018.

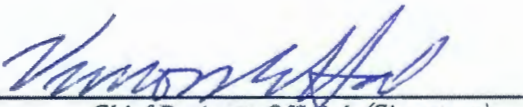
  
\_\_\_\_\_  
*District Superintendent (Signature)*

4/19/16

*Date*

**Antwan Wilson**

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

  
\_\_\_\_\_  
*Chief Business Official (Signature)*

4/19/16

*Date*

**Vernon Hal**

\_\_\_\_\_  
*Chief Business Official (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 Units: SEIU

Certificated \_\_\_\_\_

Classified X

The proposed agreement covers the period beginning	<u>07/01/15</u>	and ending	<u>06/30/18</u>
and will be acted on by the Governing Board at its meeting on	<u>04/27/16</u>	or	

**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.**

**GENERAL FUND 01**

### A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 29,835,433	\$ 156,730	\$ 765,211	\$ -
			0.53%	2.56%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 1,499,365	\$ (1,499,365)	\$ 85,000
			5.03%	-956.65%	11.11%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 8,802,608	\$ 488,551	\$ (216,577)	\$ 25,075
			5.55%	-2.46%	0.28%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 38,638,041	\$ 2,144,646	\$ (950,731)	\$ 110,075
			5.55%	-2.46%	0.28%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	766.71	766.71	766.71	766.71
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 50,395	\$ 2,797	\$ (1,240)	\$ 144
			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"?

*Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary earned as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.*

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

*No*

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

*Starting in FY 2017-18, annual one-time stipends of \$350-\$500 shall be awarded to 150 employees for demonstrating excellence in leadership and professionalism, as selected by the District. Also starting in FY 2017-18, annual one-time stipends of \$1,000 shall be awarded to 10 attendance clerks demonstrating excellence in attendance management.  
Though some of the leadership stipends may go to employees in other Funds, the cost for all 150 is shown in Fund 01.*

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

*N/A*

- 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.).

*N/A*

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

*For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.*

- 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.

*No*



**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.**

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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>				
LCFF Sources (8010-8099)	\$ 337,371,662	\$ -	\$ -	\$ 337,371,662
Remaining Revenues (8100-8799)	\$ 176,039,675	\$ -	\$ -	\$ 176,039,675
<b>Total Revenues</b>	<b>\$ 513,411,337</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 513,411,337</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 193,068,573	\$ -	\$ -	\$ 193,068,573
2000 Classified Salaries	\$ 82,187,554	\$ 1,656,095	\$ (1,656,095)	\$ 82,187,554 *
3000 Employee Benefits	\$ 108,226,389	\$ 488,551	\$ (488,551)	\$ 108,226,389 *
4000 Books and Supplies	\$ 38,992,272	\$ -	\$ -	\$ 38,992,272
5000 Services and Operating Expenses	\$ 84,174,221	\$ -	\$ -	\$ 84,174,221
6000 Capital Outlay	\$ 1,452,577	\$ -	\$ -	\$ 1,452,577
7000 Other Outgo	\$ 8,844,733	\$ -	\$ -	\$ 8,844,733
<b>Total Expenditures</b>	<b>\$ 516,946,319</b>	<b>\$ 2,144,646</b>	<b>\$ (2,144,646)</b>	<b>\$ 516,946,319</b>
Operating Surplus (Deficit)	\$ (3,534,982)	\$ (2,144,646)	\$ 2,144,646	\$ (3,534,982)
Other Sources and Transfers In	\$ 2,297,370	\$ -	\$ -	\$ 2,297,370
Other Uses and Transfers Out	\$ (1,018,037)	\$ -	\$ -	\$ (1,018,037)
Current Year Increase (Decrease) In Fund Balance	\$ (2,255,649)	\$ (2,144,646)	\$ 2,144,646	\$ (2,255,649) *
Beginning Balance	\$ 29,368,608			\$ 29,368,608
Current Year Ending Balance	\$ 27,112,959	\$ (2,144,646)	\$ 2,144,646	\$ 27,112,959 *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ 11,380,591	\$ -	\$ -	\$ 11,380,591
Reserved for Economic Uncertainties 9789 (2%)	\$ 10,359,287	\$ 42,893	\$ (42,893)	\$ 10,359,287 *
Committed and Assigned 9770-9780	\$ 5,373,081		\$ -	\$ 5,373,081
Unassigned/Unappropriated 9790	\$ -			\$ -

\* Costs of the settlement are built into the current working budget.

**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:

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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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	<b>\$ 517,964,356</b>
b. State Standard Minimum Reserve Percentage for this District	<b>2.00%</b>
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	<b>\$ 10,359,287</b>

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	<b>\$ 10,359,287</b>
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	<b>\$ -</b>
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	<b>\$ -</b>
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	<b>\$ -</b>
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	<b>\$ -</b>
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	<b>\$ -</b>
g. Total District Budgeted Unrestricted Reserves	<b>\$ 10,359,287</b>

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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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**

Oakland Unified School District General Fund Multi-Year Projections Budget Year: 2015-2016			
	ADA: 35,525.61	ADA: 35,525.61	ADA: 35,525.61
	COLA:	COLA:	COLA:
	Deficit:	Deficit:	Deficit:
<b>Revenues</b>	<b>Year: 2015-16</b>	<b>Year: 2016-17</b>	<b>Year: 2017-18</b>
LCFF/Revenue Limit Sources	\$ 337,371,662	\$ 354,709,746	\$ 362,803,846
Federal Revenue	\$ 49,942,098	\$ 49,942,099	\$ 49,942,099
Other State Revenue	\$ 70,327,372	\$ 58,632,722	\$ 49,410,842
Local Revenue	\$ 55,770,205	\$ 55,036,971	\$ 55,338,864
<b>Total Revenue</b>	<b>\$ 513,411,337</b>	<b>\$ 516,321,538</b>	<b>\$ 517,495,451</b>
<b>Expenditures</b>			
Certificated Salaries	\$ 193,068,573	\$ 193,068,573	\$ 191,378,527
Step & Column Adjustment	\$ -	\$ 2,866,386	\$ 2,271,403
Cost-of-Living Adjustment	\$ -	\$ -	\$ -
Other Adjustments	\$ -	\$ (4,556,432)	\$ (3,289,368)
Classified Salaries	\$ 82,187,554	\$ 82,187,554	\$ 81,757,128
Step & Column Adjustment	\$ -	\$ 803,905	\$ 817,570
Cost-of-Living Adjustment	\$ -	\$ -	\$ -
Other Adjustments	\$ -	\$ (1,234,331)	\$ (1,854,361)
Employee Benefits	\$ 108,226,389	\$ 114,735,190	\$ 119,716,013
Books & Supplies	\$ 38,992,272	\$ 38,055,245	\$ 35,244,455
Services, Other Operating Exp	\$ 84,174,221	\$ 81,327,147	\$ 74,779,839
Capital Outlay	\$ 1,452,577	\$ 1,319,616	\$ 1,157,861
Other Outgo	\$ 10,516,127	\$ 10,424,558	\$ 10,424,557
Direct Support/Indirect Costs	\$ (1,671,394)	\$ 104,599	\$ (37,838)
<b>Total Expenditures</b>	<b>\$ 516,946,319</b>	<b>\$ 519,102,010</b>	<b>\$ 512,365,786</b>
<b>Operating Surplus (Deficit)</b>	<b>\$ (3,534,982)</b>	<b>\$ (2,780,472)</b>	<b>\$ 5,129,665</b>
Other Financing Sources & Transfers In (Positive figure)	\$ 2,297,370	\$ 564,067	\$ 564,067
Other Financing Uses & Transfers Out (Neg Figure)	\$ (1,018,037)	\$ (725,000)	\$ (725,000)
<b>Current Yr Inc(Dec) in Fund Balance</b>	<b>\$ (2,255,649)</b>	<b>\$ (2,941,405)</b>	<b>\$ 4,968,732</b>
<b>Beginning Fund Balance</b>	<b>\$ 29,366,608</b>	<b>\$ 27,112,959</b>	<b>\$ 24,171,554</b>
Audit Adjustments/Restatements			
<b>Ending Balance</b>	<b>\$ 27,112,959</b>	<b>\$ 24,171,554</b>	<b>\$ 29,140,286</b>
Restricted Balance	\$ 11,380,591	\$ 1,567,060	\$ 466,749
Required Reserve	\$ 10,359,287	\$ 10,396,540	\$ 10,261,816
Unrestricted Balance (Incl Revolving)	\$ 5,373,081	\$ 12,207,954	\$ 18,411,721
Comments (Major changes):			
<b>Costs of this settlement were already built into the FY 2015-16, FY 2016-17, and FY 2017-18 multiyear projections.</b>			



**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 _____ County Office-provided Revenue Limit or B263 Form RL, Line 3)	\$ _____ (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	5.55%

**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.

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.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

4/19/16  
\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.

  
\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

4/28/16  
\_\_\_\_\_  
Date

**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 Units: SEIU

Certificated

Classified X

The proposed agreement covers the period beginning 07/01/15 and ending 06/30/18  
and will be acted on by the Governing Board at its meeting on 04/27/16 or \_\_\_\_\_

**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.**

## ADULT EDUCATION FUND 11

### A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 66,707	\$ 351	\$ 1,711	\$ -
			0.53%	2.56%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 3,503	\$ (3,503)	\$ -
			5.25%	-998.01%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 21,956	\$ 1,268	\$ (590)	\$ -
			5.78%	-2.69%	0.00%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 88,663	\$ 5,122	\$ (2,382)	\$ -
			5.78%	-2.69%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	1.00	1.00	1.00	1.00
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 88,663	\$ 5,122	\$ (2,382)	\$ -
			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"?

Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary earned as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.

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

No

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

N/A

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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.)

N/A

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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.).

N/A

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

For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.

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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.

No

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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.**

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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)	\$ 67,416	\$ -	\$ -	\$ 67,416
Remaining Revenues (8100-8799)	\$ 1,788,463	\$ -	\$ -	\$ 1,788,463
<b>Total Revenues</b>	<b>\$ 1,855,879</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,855,879</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 885,614	\$ -	\$ -	\$ 885,614
2000 Classified Salaries	\$ 232,818	\$ 3,854	\$ (3,854)	\$ 232,818 *
3000 Employee Benefits	\$ 321,182	\$ 1,268	\$ (1,268)	\$ 321,182 *
4000 Books and Supplies	\$ 862,258	\$ -	\$ -	\$ 862,258
5000 Services and Operating Expenses	\$ 63,746	\$ -	\$ -	\$ 63,746
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Other Outgo	\$ 76,615	\$ -	\$ -	\$ 76,615
<b>Total Expenditures</b>	<b>\$ 2,442,233</b>	<b>\$ 5,122</b>	<b>\$ (5,122)</b>	<b>\$ 2,442,233</b>
Operating Surplus (Deficit)	\$ (586,354)	\$ (5,122)	\$ 5,122	\$ (586,354)
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (586,354)	\$ (5,122)	\$ 5,122	\$ (586,354) *
Beginning Balance	\$ 586,354			\$ 586,354
Current Year Ending Balance	\$ -	\$ (5,122)	\$ 5,122	\$ - *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9789 (2%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -		\$ -	\$ -
Unassigned/Unappropriated 9790	\$ -			\$ -

\* Costs of the settlement are built into the current working budget.

**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:

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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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	N/A
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	N/A

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$
g. Total District Budgeted Unrestricted Reserves	\$

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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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*

**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.

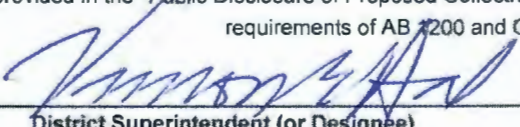
**Comparison of Proposed Agreement to Change in District Base Revenue Limit**

(a) Current Year Base Revenue Limit (BRL) per ADA: (obtain from the FY _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3)	\$ _____ (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	5.78%

**K. Certification**

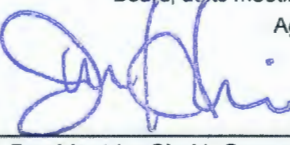
*The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.*

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.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

4/19/16  
\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.

  
\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

4/28/16  
\_\_\_\_\_  
Date

**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*

Certificated

Classified X

07/01/15

06/30/18

04/27/16

or

**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.**

## CHILD DEVELOPMENT FUND 12

### A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 2,610,839	\$ 13,714	\$ 66,958	\$ -
			0.53%	2.56%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 136,292	\$ (136,292)	\$ -
			5.22%	-993.82%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 731,991	\$ 42,064	\$ (19,443)	\$ -
			5.75%	-2.66%	0.00%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 3,342,830	\$ 192,070	\$ (88,777)	\$ -
			5.75%	-2.66%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	85.00	85.00	85.00	85.00
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 39,327	\$ 2,260	\$ (1,044)	\$ -
			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"?

Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.

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

N/A

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

The agreement terms: FTE Transition from 12 month to 10 month . No change in salary amounts. Work days changed from 258 days per year to 186 workdays per year. The actual FTE changed from 6.0 hours per day to 7.5 hours per day.

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

N/A

- 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.).

N/A

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

For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.

- 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.

No.



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

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

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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)	\$ 13,130,538	\$ -	\$ -	\$ 13,130,538
<b>Total Revenues</b>	<b>\$ 13,130,538</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,130,538</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 3,562,799	\$ -	\$ -	\$ 3,562,799
2000 Classified Salaries	\$ 3,059,511	\$ 150,006	\$ (150,006)	\$ 3,059,511 *
3000 Employee Benefits	\$ 3,470,828	\$ 42,064	\$ (42,064)	\$ 3,470,828 *
4000 Books and Supplies	\$ 537,441	\$ -	\$ -	\$ 537,441
5000 Services and Operating Expenses	\$ 1,929,712	\$ -	\$ -	\$ 1,929,712
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Other Outgo	\$ 655,215	\$ -	\$ -	\$ 655,215
<b>Total Expenditures</b>	<b>\$ 13,215,506</b>	<b>\$ 192,070</b>	<b>\$ (192,070)</b>	<b>\$ 13,215,506</b>
Operating Surplus (Deficit)	\$ (84,968)	\$ (192,070)	\$ 192,070	\$ (84,968)
Other Sources and Transfers In	\$ 131,830	\$ -	\$ -	\$ 131,830
Other Uses and Transfers Out	\$ (57,224)	\$ -	\$ -	\$ (57,224)
Current Year Increase (Decrease) In Fund Balance	\$ (10,362)	\$ (192,070)	\$ 192,070	\$ (10,362) *
Beginning Balance	\$ 10,362			\$ 10,362
Current Year Ending Balance	\$ -	\$ (192,070)	\$ 192,070	\$ - *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9789 (2%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -		\$ -	\$ -
Unassigned/Unappropriated 9790	\$ -			\$ -

\* Costs of the settlement are built into the current working budget.



**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:

N/A

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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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	<b>N/A</b>
b. State Standard Minimum Reserve Percentage for this District	<b>2.00%</b>
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	<b>N/A</b>

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	<b>N/A</b>
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ -
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ -

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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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*

**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 _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3)	\$ - (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ - (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ -
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	5.75%

**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>	
 _____ <b>District Superintendent (or Designee)</b> (Signature)	 _____ <b>Date</b>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.</p>	
 _____ <b>President (or Clerk), Governing Board</b> (Signature)	 _____ <b>Date</b>

**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 Units: SEIU

Certificated \_\_\_\_\_

Classified   X  

The proposed agreement covers the period beginning 07/01/15 and ending 06/30/18  
and will be acted on by the Governing Board at its meeting on 04/27/16 or \_\_\_\_\_

**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.

**CAFETERIA SPECIAL REVENUE FUND 13**

**A. Proposed Change in Compensation**

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 274,070	\$ 1,439	\$ 7,029	\$ -
			0.53%	2.56%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 14,975	\$ (14,975)	\$ -
			5.46%	-1040.65%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 87,305	\$ 5,230	\$ (2,532)	\$ -
			5.99%	-2.90%	0.00%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 361,375	\$ 21,644	\$ (10,478)	\$ -
			5.99%	-2.90%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	6.75	6.75	6.75	6.75
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 53,537	\$ 3,207	\$ (1,552)	\$ -
			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"?

*Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.*

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

*No*

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

*N/A*

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

*N/A*

- 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.).

*N/A*

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

*For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.*

- 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.

*No*

**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.**

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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)	\$ 18,717,388	\$ -	\$ -	\$ 18,717,388
<b>Total Revenues</b>	<b>\$ 18,717,388</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,717,388</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ -	\$ -	\$ -	\$ -
2000 Classified Salaries	\$ 5,723,325	\$ 16,414	\$ (16,414)	\$ 5,723,325 *
3000 Employee Benefits	\$ 3,038,578	\$ 5,230	\$ (5,230)	\$ 3,038,578 *
4000 Books and Supplies	\$ 9,302,226	\$ -	\$ -	\$ 9,302,226
5000 Services and Operating Expenses	\$ 320,927	\$ -	\$ -	\$ 320,927
6000 Capital Outlay	\$ 75,965	\$ -	\$ -	\$ 75,965
7000 Other Outgo	\$ 939,565	\$ -	\$ -	\$ 939,565
<b>Total Expenditures</b>	<b>\$ 19,400,586</b>	<b>\$ 21,644</b>	<b>\$ (21,644)</b>	<b>\$ 19,400,586</b>
Operating Surplus (Deficit)	\$ (683,198)	\$ (21,644)	\$ 21,644	\$ (683,198)
Other Sources and Transfers In	\$ 886,207	\$ -	\$ -	\$ 886,207
Other Uses and Transfers Out	\$ (206,843)	\$ -	\$ -	\$ (206,843)
Current Year Increase (Decrease) In Fund Balance	\$ (3,834)	\$ (21,644)	\$ 21,644	\$ (3,834) *
Beginning Balance	\$ 3,834			\$ 3,834
Current Year Ending Balance	\$ -	\$ (21,644)	\$ 21,644	\$ - *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9789 (2%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -		\$ -	\$ -
Unassigned/Unappropriated 9790	\$ -			\$ -

\* Costs of the settlement are built into the current working budget.

**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:

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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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	N/A
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	N/A

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ "
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ "
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ "
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ "
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ "
g. Total District Budgeted Unrestricted Reserves	\$ "

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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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*

**J. Salary Notification Requirement**

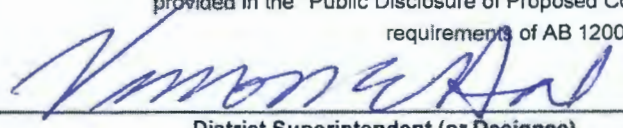
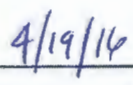
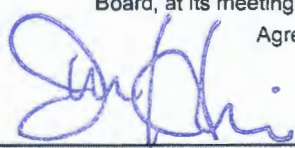

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

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

(a) Current Year Base Revenue Limit (BRL) per ADA: (obtain from the FY _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3)	\$ _____ - (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ - (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____ -
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	5.99%

**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>	
 _____ <b>District Superintendent (or Designee)</b> (Signature)	 _____ <b>Date</b>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.</p>	
 _____ <b>President (or Clerk), Governing Board</b> (Signature)	 _____ <b>Date</b>

**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 Units: SEIU

Certificated

**Classified**

X

The proposed agreement covers the period beginning and will be acted on by the Governing Board at its meeting on

07/01/15

and ending

06/30/18

04/27/16

or

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**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.**

**BUILDING FUND 21**

### A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 218,587	\$ 1,148	\$ 5,607	\$ -
			0.53%	2.57%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 10,395	\$ (10,395)	\$ -
			4.76%	-905.49%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 71,985	\$ 3,801	\$ (1,577)	\$ -
			5.28%	-2.19%	0.00%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 290,572	\$ 15,344	\$ (6,365)	\$ -
			5.28%	-2.19%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	4.00	4.00	4.00	4.00
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 72,643	\$ 3,836	\$ (1,591)	\$ -
			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"?

*Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary earned as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.*

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

*No*

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

*N/A*

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

*N/A*

- 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.).

*N/A*

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

*For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.*

- 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.

*No*



**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.**

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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)	\$ 316,502	\$ -	\$ -	\$ 316,502
<b>Total Revenues</b>	<b>\$ 316,502</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 316,502</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ -	\$ -	\$ -	\$ -
2000 Classified Salaries	\$ 1,542,424	\$ 11,543	\$ (11,543)	\$ 1,542,424 *
3000 Employee Benefits	\$ 772,535	\$ 3,801	\$ (3,801)	\$ 772,535 *
4000 Books and Supplies	\$ 119,038	\$ -	\$ -	\$ 119,038
5000 Services and Operating Expenses	\$ 15,523,371	\$ -	\$ -	\$ 15,523,371
6000 Capital Outlay	\$ 79,476,354	\$ -	\$ -	\$ 79,476,354
7000 Other Outgo	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 97,433,722</b>	<b>\$ 15,344</b>	<b>\$ (15,344)</b>	<b>\$ 97,433,722</b>
Operating Surplus (Deficit)	\$ (97,117,220)	\$ (15,344)	\$ 15,344	\$ (97,117,220)
Other Sources and Transfers In	\$ 179,970,694	\$ -	\$ -	\$ 179,970,694
Other Uses and Transfers Out		\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 82,853,474	\$ (15,344)	\$ 15,344	\$ 82,853,474 *
Beginning Balance	\$ 75,830,751			\$ 75,830,751
Current Year Ending Balance	\$ 158,684,225	\$ (15,344)	\$ 15,344	\$ 158,684,225 *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ 153,871,433	\$ -	\$ -	\$ 153,871,433
Reserved for Economic Uncertainties 9789 (2%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ 4,812,792		\$ -	\$ 4,812,792
Unassigned/Unappropriated 9790	\$ -			\$ -

\* Costs of the settlement are built into the current working budget.



**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:

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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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	N/A
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	N/A

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ -
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ -

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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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*

**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 _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3)	\$ _____ (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	5.28%

**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>	
 _____ <b>District Superintendent (or Designee)</b> (Signature)	 _____ <b>Date</b>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.</p>	
 _____ <b>President (or Clerk), Governing Board</b> (Signature)	 _____ <b>Date</b>

**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.

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

Certificated

x

07/01/15

and ending

06/30/18

04/27/16

or

**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.**

**SELF INSURANCE FUND 67**

### A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2015-2016	Fiscal Impact of Proposed Agreement (incremental increase/(decrease) from year to year)		
			Year 1 Increase/(Decrease) FY 2015-2016	Year 2 Increase/(Decrease) FY 2016-2017	Year 3 Increase/(Decrease) FY 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 80,079	\$ 421	\$ 2,053	\$ -
			0.53%	2.56%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 5,340	\$ (5,340)	\$ -
			6.67%	-1268.41%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 26,299	\$ 1,892	\$ (1,079)	\$ -
			7.19%	-4.10%	0.00%
4.	<b>Health/Welfare Plans</b>		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 106,378	\$ 7,653	\$ (4,366)	\$ -
			7.19%	-4.10%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	1.00	1.00	1.00	1.00
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 106,378	\$ 7,653	\$ (4,366)	\$ -
			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"?

*Fiscal Year 2015-16 on going salary schedule increase of 3.09% effective 05/01/16. One time bonus of 2.92% on base salary as of 05/01/16. An additional one time bonus of 2.90% based on total salary earned in FY 2014-15.*

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

*No*

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

*N/A*

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

*N/A*

- 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.).

*N/A*

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

*For fiscal years 2016-17 and 2017-18 there shall be a reopener on salary.*

- 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.

*No*

**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.**

*Available positions must be posted internally for five (5) days before external candidates are considered.*

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

**1. Current Year.**

*The cost of the salary increase and bonus were included in the budget projections for this fiscal year (2015-16).*

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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 ongoing costs are based on ongoing revenues received in this fiscal year.*

*The bonuses are one-time and are based on one-time revenues received in this fiscal year.*

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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.)**

*N/A*

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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)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	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)	\$ 22,675,784	\$ -	\$ -	\$ 22,675,784
<b>Total Revenues</b>	<b>\$ 22,675,784</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,675,784</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ -	\$ -	\$ -	\$ -
2000 Classified Salaries	\$ 877,190	\$ 5,761	\$ (5,761)	\$ 877,190 *
3000 Employee Benefits	\$ 323,430	\$ 1,892	\$ (1,892)	\$ 323,430 *
4000 Books and Supplies	\$ 198,893	\$ -	\$ -	\$ 198,893
5000 Services and Operating Expenses	\$ 17,696,107	\$ -	\$ -	\$ 17,696,107
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Other Outgo	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 19,095,620</b>	<b>\$ 7,653</b>	<b>\$ (7,653)</b>	<b>\$ 19,095,620</b>
Operating Surplus (Deficit)	\$ 3,580,164	\$ (7,653)	\$ 7,653	\$ 3,580,164
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ (1,850,880)	\$ -	\$ -	\$ (1,850,880)
Current Year Increase (Decrease) In Fund Balance	\$ 1,729,284	\$ (7,653)	\$ 7,653	\$ 1,729,284 *
Beginning Balance	\$ 13,670,456			\$ 13,670,456
Current Year Ending Balance	\$ 15,399,740	\$ (7,653)	\$ 7,653	\$ 15,399,740 *
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9789 (2%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -		\$ -	\$ -
Unassigned/Unappropriated 9790	\$ 15,399,740			\$ 15,399,740

\* Costs of the settlement are built into the current working budget.

**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:

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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*

**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 _____ County Office-provided Revenue Limit or+B263 Form RL, Line 3)	\$ _____ (Estimated)
(b) Prior Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	\$ _____
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	0.00%
(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year	7.19%

**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>	
 <div style="text-align: center;"> <b>District Superintendent (or Designee)</b>  <b>(Signature)</b> </div>	<div style="text-align: right;">   <b>Date</b> </div>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on April 27, 2016, took action to approve the proposed Agreement with the SEIU Bargaining Unit.</p>	
 <div style="text-align: center;"> <b>President (or Clerk), Governing Board</b>  <b>(Signature)</b> </div>	<div style="text-align: right;">   <b>Date</b> </div>

**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*

**I. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	N/A
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	N/A

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ -
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ -

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES   X   NO       

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

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February 10, 2016

**OUSD Package Proposal (Cover page) (OCDPA/SEIU)**

Date: \_\_\_\_\_ Time: 1:47pm

The District presents the following package proposal, which must be accepted in its entirety to be an agreement. Absent such acceptance, the District reverts to its prior proposals as of the date of presentation.

We maintain our proposal from previous package dated 10/28/2016 on the following Articles:

- **Article 52: District Educational Rebate Program (OCDPA)**
- **Article 43: District Educational Rebate Program (OSEA)**
- **Article 14: Transfer**
- **Article 10: Compensation (Longevity)**

Attached are updated proposals related to OCDPA with changes made based our discussions and concerns raised:

- **Appendix 3: Salary Schedule- 7.5 hours/186 days (employees maintain current salary)**
- **Article 8: Vacation**

*Jim Long*

*SW  
GA*

*Robert K.  
Kordian K.  
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[Signature]  
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*[Signature]*  
*[Signature]*  
*[Signature]*

OUSD Proposal \_\_\_\_

(Counterproposal to SEIU Proposal # 14)

**Article 52: District Educational Rebate Program**

**A. Intent**

It is the intent of the District to provide an Educational Rebate Program (ERP) for unit members covered by this Agreement aspiring to promote to status of teacher or obtain a BA, BS or Master's Degree, in an area which may lead to promotional possibilities within the District.

**B. Scope of Educational Rebate Program**

The Labor Relations Department will administer the ERP. A Program Management Committee, composed of an equal number of bargaining unit representatives and District management representatives, establish guidelines and determine which applicants will be admitted into the program.

Applicants must have rendered two (2) full and continuous years of District service to be eligible for this program.

To participate in the ERP, applicants must request an application from the Labor Relations Department, or applicants may pick up an application from the OCDPA/SEIU at 100 Oak Street, Oakland, CA 94607. Application must be filed by September 30<sup>th</sup>. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1<sup>st</sup>. Courses that are degree related may be taken at any time throughout the year.

ERP participants will be reimbursed for books and tuition fees for attendance at an accredited university or state College, or community college not to exceed \$1,000 per fiscal year per recipient, up to four (4) consecutive years. For ERP participants taking courses in a teaching credential program, the caps will not exceed \$2,000 per fiscal year per recipient, up to four (4) consecutive years.

Applicants may re-apply on a year-to-year basis.

**C. The District Educational Rebate Program applicants must agree to:**

1. Maintain a "C" average and acceptable classroom attendance, as evidenced by report cards or other documentation.
2. Must remain in the District for at least two (2) years following completion of the program.
3. Provide a letter of reference from his/her supervisor. However, in lieu of the supervisor's reference letter, the applicant may submit two (2) letters of reference, at least one of which must be from a colleague in the field of education
4. Must submit bona fide receipts, evidence of enrollment and grades for each course by June 1<sup>st</sup>.



5. Submit a letter from the college verifying the level of financial assistance the applicant is receiving.

D. Reimbursement for prior year's courses will occur July of each year.

E. The District agrees to set aside for each year of this contract the sum of ~~fifteen thousand dollars (\$15,000)~~ thirty thousand dollars (\$30,000) to be used for the reimbursement of the reasonable and necessary costs of books and tuition for all unit members covered by this Agreement (and the OSEA/SEIU Agreement) and pursuing higher education. The \$30,000 set aside will be shared between OCDPA/SEIU and OSEA/SEIU unit members. If the costs for all participants in the two bargaining units exceed \$30,000 ~~\$15,000~~, the amount reimbursed shall be appropriately prorated so that the District's liability for the ERP does not exceed \$30,000 ~~\$15,000~~ per year during each year of this contract.

E. The District agrees to meet and confer with SEIU Local 1021 if the District receives state or federal funds specifically designated to establish and maintain an Educational Rebate Program for Bilingual Instructional Assistants aspiring to become fully-credentialed Bilingual teachers.

OUSD Proposal \_\_\_\_ (OSEA)

Date: \_\_\_\_ Time: \_\_\_\_

## ARTICLE 43 – DISTRICT EDUCATIONAL REBATE PROGRAM

### B. Scope of Educational Rebate Program

The Labor Relations Department will administer the ERP. A Program Management Committee, composed of an equal number of bargaining unit representatives and District management representatives, establish guidelines and determine which applicants will be admitted into the program.

Applicants must have rendered two (2) full and continuous years of District service to be eligible for this program.

To participate in the ERP, applicants must request an application from the Labor Relations Department, or applicants may pick up an application from the OSEA/SEIU at 100 Oak Street, Oakland, CA 94607. Application must be filed by September 30<sup>th</sup>. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1<sup>st</sup>. Courses that are degree related may be taken at any time throughout the year.

ERP participants will be reimbursed for books and tuition fees for attendance at an accredited university or state College, or community college not to exceed \$1,000 per fiscal year per recipient, up to four (4) consecutive years. **For ERP participants taking courses in a teaching credential program, the caps will not exceed \$2,000 per fiscal year per recipient, up to four (4) consecutive years.**

Applicants may re-apply on a year-to-year basis.

E. The District agrees to set aside for each year of this contract the sum of thirty thousand dollars (\$30,000) ~~fifteen thousand dollars (\$15,000)~~ to be used for the reimbursement of the reasonable and necessary costs of books and tuition for all unit members covered by this Agreement **(and OSEA/SEIU Agreement)** and pursuing higher education. **The \$30,000 set aside will be shared between OCDPA/SEIU and OSEA/SEIU unit members.** If the costs for all participants in the two bargaining units exceed \$30,000 ~~\$15,000~~, the amount reimbursed shall be appropriately prorated so that the District's liability for the ERP does not exceed \$30,000 ~~\$15,000~~ per year during each year of this contract.

F. The District agrees to meet and confer with ~~OSEA/SEIU~~ **SEIU Local 1021** if the District receives state or federal funds specifically designated to establish and maintain an Educational Rebate Program for Bilingual Instructional Assistants aspiring to become fully-credentialed Bilingual teachers.



OUSD Proposal \_\_\_\_\_

(Counterproposal to SEIU Proposal #2)

#### **Article 14: Transfer (OCDPA)**

##### **F. Involuntary Transfer**

When a unit member is to be transferred involuntarily to a new work site, the unit member shall be given the reasons for the transfer in writing when he/she requests it, and shall have the opportunity, upon request, with a conferee of the unit member's choice present, to discuss such reasons for the transfer with the administrator who initiated the transfer. The district shall inform the Union of all involuntary transfers. No involuntary transfers shall be made without five (5) work days' notice.

## OUSD PROPOSAL

### ARTICLE 8 - VACATIONS

#### A. Eligibility

1. Unit members shall earn paid vacation time under this Article. Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during this fiscal year.

2. Unit members in a regular work status who work less than 7-1/2 hours per day will have their vacation time pro-rated.

3. Earned vacation shall become a vested right after six (6) months of employment.

#### B. Salaried Unit Members Benefits (Monthly Unit Members)

Eligible unit members are entitled to time off without loss of pay for eleven (11) days during the school year to be paid as follows:

Unit members assigned to sites closed during Winter and Spring Recess, shall be paid a full month's salary for the Winter Recess in December, which shall include pay for six (6) vacation days. Unit members shall also be paid full salaries for the month or months in which the Spring Recess occurs, which shall include five (5) vacation days.

This section does not preclude the District from modifying when unit members take vacation days at sites open during Winter or Spring Recess, provided the total number of regular work days in the year remains the same.

Additionally, unit members who have worked from ten (10) to twenty-four (24) continuous years (inclusive) shall receive five (5) days of vacation pay added to their final pay warrant for the school year. Unit members who have worked twenty-five (25) continuous years or more receive ten (10) days of vacation pay added to their final pay warrant for the school year.

#### C. Terms and Conditions

The following terms and conditions apply to unit members:

##### Eligibility

1. Probationary unit members earn but may not use vacation benefits.

2. Vacation benefits are earned only for months in which the unit members is in regular paid status for at least one-half (1/2) of the workdays in that month.

3. Unit members whose work assignment is less than the normal full-time assignment earn vacation benefits on a prorated basis.

4. Unit members who begin work after the beginning of the school year (10-month unit members) shall receive a prorated vacation for the portion of the first fiscal year

SW  
SA  
J  
AD  
AE  
M



*Karslenk*  
*[Signature]*  
worked from date of probationary employment through the following June 30, and shall assume the July 1<sup>st</sup> date following probationary employment as the anniversary date for vacation purposes.

**D. Accrual**

Eligible unit-members may elect to cash out accrued vacation time up to an equivalent of forty (40) days. Any such election must occur during summer recess, on or before July 1 of each calendar year.

**B. Entitlement**

~~Permanent unit members are entitled to vacation benefits. Vacation time shall be earned on a monthly basis in accordance with the following schedules:~~

<del>Years of Continuous Employment</del>	<del>Vacation Benefits</del>
<del>1 to less than 4 years</del>	<del>10 workdays</del>
<del>4 to less than 10 years</del>	<del>15 workdays</del>
<del>10 to less than 25 years</del>	<del>20 workdays</del>
<del>25 or more</del>	<del>25 workdays</del>

**C. Scheduling**

~~1. Vacations shall be scheduled in accordance with the following provisions:~~

~~2. Vacations must be scheduled by June 10<sup>th</sup> of each year for vacations to be taken in July, August, and September. Vacation requests for the remainder of the year must be submitted no later than September 1<sup>st</sup> of each year.~~

~~3. Unit members taking an unpaid leave of absence in conjunction with vacation leave must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.~~

~~4. The minimum vacation leave permitted at any one time shall be in half day units unless a shorter period of time is required to exhaust an accumulated vacation balance.~~

~~5. When two or more unit members request the same vacation days and mutual agreement has not been reached, the unit members concerned may request a conference with the site administrator. The site administrator will schedule a conference within five (5) days of the request before seniority is invoked. No more than 50% of unit members at a site may take vacation at the same time. When the vacation schedule is mutually agreed upon with the site Administrator, it may not be changed except when the unit member shall be entitled to reschedule their vacation days in emergency situations, such as extended personal illness, injury, or emergencies related to members of their families or other unforeseen circumstances.~~

**D. Accumulation and Use**

~~1. Unit members shall have their earned vacation for the fiscal year credited to their account each July 1. Employees must take a minimum of ten (10) days of vacation per year.~~

*[Signatures]*

*Kardem K.*  
*Edg*  
*File*  
*5/15*  
*(KJ)*

Employees hired after July 1 must use their full prorated vacation during the year. Employees who have a vacation balance exceeding ten (10) days, may receive approval to substitute for themselves at their current rate of pay. Request to substitute for self must be submitted to the ECE Director, or designee, in writing on or before July 15<sup>th</sup> for the current fiscal year. Requests shall be approved in date order received. Requests will not be approved if there is any negative instructional impact on the program.

2.—— Vacation not used by unit members who have rendered more than five (5) years of active service may, by written request, accrue to a maximum of ten (10) days of earned vacation for use in the next fiscal year.

3.—— A unit member with ten years or more of active service may, for the sole purpose of special trips or events which are planned for the following year, request in writing a carry-over of twenty (20) days of vacation for said trip/event. Such request shall be granted with the provision that the request is an exception to the established carryover policy, and is for the benefit of an employee only for special trips/events, and must be taken during the following year.

4.—— Vacation credit in excess of the permitted accrual, as a result of the District's having prevented the employee from taking earned vacation, shall be granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and July 1 immediately following said employment date

[Current contract language for sections E through F.]

*SW*  
*GA*  
*SL*  
*(SO)*  
*(FM)*  
*(SE)*



Effective of the OCDPA Work Year Change

- New Salary Schedule effective July 1, 2016
- Changes to Thanksgiving, Winter, and Spring recess( Extended Early Childhood Programs) effective July 1, 2016
- Summer program changes effective Summer of 2017.

2/17/2016

DISTRICT

Jim Felt  
Suzanne  
CA

auris

~~Ray A. Mondragon~~

Ray A. Mondragon

UNION

Calif

Kaden K.

Angelle

Leah J.

Becky Sue K.

OUSD Proposal \_\_\_\_ (OCDPA)

(Counterproposal to SEIU Proposal #4)

Date: \_\_\_\_ Time: \_\_\_\_

### Article 10: Compensation

#### C. Longevity

Unit members with ~~ten (10) or more years~~ of continuous service shall be entitled to an additional longevity bonus on the following basis:

~~10 - 15 years of continuous service - \$19.21 per month~~

~~16+ years of continuous service - \$25.61 per month~~

<u>Number of Years of Continuous Service</u>	<u>Monthly Stipend</u>
10 - 15	\$20.81
16 - 20	31.20
25	41.57
30	52.00

1. The anniversary date for determining the amount of longevity pay shall be the first of the month following the date of probationary employment.

2. Unit members paid by the hour are not eligible for longevity pay.

3. When adjustments are made in a unit member's monthly pay warrant (such as for overtime, time off without pay, etc.), longevity pay shall be considered part of the unit member's regular salary.



OUSD COUNTERPROPOSAL (OCDPA)

ARTICLE – (TBD)

A. Extended Early Childhood Program Staffing (CDC and School Aged)

Extended Early Childhood programs are open during Summer, Spring, Winter and Thanksgiving break based on District needs and available funding. The following procedures will be followed to determine staffing of extended programs:

Unit members interested in working additional time at an extended early childhood program must submit a letter of intent to work. For summer, unit members must submit letter of intent to work during the summer on or before the last work day in April of the current school year. For breaks during the school year, unit members desire to work must submit a letter of intent to work 30 days prior to the first day of the break.

Unit members currently working at the extended early childhood program site (CDC or School Aged Program) shall have first priority. In the event a reduction in staffing is needed at the extended early childhood program site, the unit member, at the site, most senior in the position prevails .

In the event there is consolidation at an extended early childhood program site, the closing sites staff will have first priority (based on seniority) if additional staffing is needed at the transfer site.

If additional staffing is needed, such positions shall be filled based on District wide seniority in the position.

Unit members may be deemed disqualified for summer work based on disciplinary action (suspension).

Extended program employment is contingent upon enrollment.

Unit members shall be officially informed of his/her summer employment through the Talent/Human Resources Division.

Extra time worked by a unit member during extended programming shall be additionally paid at the unit member's normal rate

NOTE: EXTENDED EARLY CHILDHOOD  
PROGRAMS MEANS THANKSGIVING,  
WINTER, SPRING and SUMMER  
BREAKS

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L. J. J.  
B. J. J.

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In

Kadant.  
K. J. J.  
H. J. J.

OUSD Proposed Change to Work Year, Hours and Hourly Rate

*Karen K*  
*CCF*  
*PHS*

		<u>Current Salary</u> <u>at 6 hours/258 Days</u>		<u>New Salary at</u> <u>7.5 Hours/186 Days</u>	<u>Number of</u> <u>Employees</u>
RANGE 01					
ANNUAL	\$	19,844.48	\$	19,844.48	
WEEKLY	\$	384.58	\$	533.45	
DAILY	\$	76.92	\$	106.69	
HOURLY	\$	12.82	\$	14.23	9
RANGE 02					
ANNUAL	\$	20,707.49	\$	20,707.49	
WEEKLY	\$	401.31	\$	556.65	
DAILY	\$	80.26	\$	111.33	
HOURLY	\$	13.38	\$	14.84	9
RANGE 03					
ANNUAL	\$	21,611.40	\$	21,611.40	
WEEKLY	\$	418.83	\$	580.95	
DAILY	\$	83.77	\$	116.19	
HOURLY	\$	13.96	\$	15.49	9
RANGE 04					
ANNUAL	\$	22,567.82	\$	22,567.82	
WEEKLY	\$	437.36	\$	606.66	
DAILY	\$	87.47	\$	121.33	
HOURLY	\$	14.58	\$	16.18	4
RANGE 05					
ANNUAL	\$	23,514.45	\$	23,514.45	
WEEKLY	\$	455.71	\$	632.11	
DAILY	\$	91.14	\$	126.42	
HOURLY	\$	15.19	\$	16.86	8
RANGE 06					
ANNUAL	\$	24,376.56	\$	24,376.56	
WEEKLY	\$	472.41	\$	655.28	
DAILY	\$	94.48	\$	131.06	
HOURLY	\$	15.75	\$	17.47	7
RANGE 07					
ANNUAL	\$	25,312.50	\$	25,312.50	
WEEKLY	\$	490.55	\$	680.44	
DAILY	\$	98.11	\$	136.09	
HOURLY	\$	16.35	\$	18.15	4
RANGE 08					
ANNUAL	\$	26,279.60	\$	26,279.60	
WEEKLY	\$	509.29	\$	706.44	
DAILY	\$	101.86	\$	141.29	
HOURLY	\$	16.98	\$	18.84	44

Note: Instructional Assistants currently working 7.5 hours (1.0 FTE) shall remain at current annual salary  
\* 7 additional employees on lower steps ( same analysis)

*[Handwritten signatures]*



OUSD Packaged Proposal #17 (OSEA/SEIU Contract)

Date: 6/23/16 Time: 11 32 AM

Preamble

The District is presenting this package of proposals to be taken as a whole as it is intended to be the basis for settlement. If not accepted in its entirety, the District maintains its previous position on individual articles.

Attached please find proposals on the following articles:

- Article 3 Wages<sup>1</sup>
- Article 8 Posting
- Article 51 Contracting Out

In addition to those proposals attached, the District maintains its last proposal on the following items as a portion of this packaged proposal:

- Article 50 Duration (see proposal 10/23/2015)

Current contract language for all remaining Articles

~~James Lindsey~~  
James Lindsey  
AUS  
Swinton

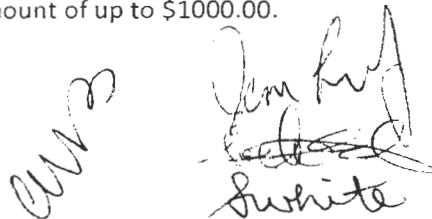
WGL  
Beth Reed-Smith  
John J. Baul  
Chris Miller  
Kaden Kratzer

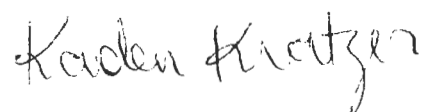
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<sup>1</sup> Please note, the one-time bonus payment of 2.92% in Article 3(1)(b) is intended to catch SEIU unit members up in terms of wage increases between the period July 1, 2015 and May 1<sup>st</sup> 2016 by using the same calculation method used in the 2014-15 wage reopener.

ARTICLE 3 - COMPENSATION (OSEA/OCDPA)

1. For the fiscal year 2015-16, unit members employed by the District at the time of ratification by the Board shall receive on-going increases and one-time bonuses as follows:
  - a. An on-going percentage increase of 3.09% to all salary schedules effective May 1<sup>st</sup>, 2016.
  - b. One-time (bonus) payment of 2.92% of base salary earned in 2015-16 as of May 1<sup>st</sup>, 2016.
  - c. An additional one-time bonus of 2.90% based on a share of unrestricted one-time funds from the state of California FY 2014-2015 and FY 2015-2016.
2. For the fiscal year 2016-17, there shall be a reopener on salary.
3. For the fiscal year 2017-18, there shall be a reopener on salary.
4. If any represented/unrepresented employee group and/or bargaining unit receive a wage increase during FY 2015-16, the District agreed to negotiate a wage increase for the OSEA/OCDPA represented bargaining unit employees.
5. Pathway to Excellence Stipends Effective in 2018-19
  - a. **Leadership and Professionalism.** In recognition of unit members demonstrating excellence in the area of leadership and professionalism, each Fiscal year, the District will select up to 150 unit members to be awarded one time stipends annually.
    - a. The amount of annual stipends awarded to unit members annually shall range from \$350.00 to \$500.00.
    - b. At the request of either party, The Superintendent and/or his designee shall meet and confer with the union regarding the unit members selected for the stipends.
    - c. Stipends shall be issued as a one-time lump-sum payment to unit member awardees in December and/or June of each fiscal year.
  - b. **Excellence in Attendance Management.** In recognition of Attendance Clerks demonstrating excellence in the area of attendance management, the District shall select up to 10 Attendance Clerks annually to be awarded a one-time stipend in the amount of up to \$1000.00.

  
Jim White

  
Kaden Kretzer



#### ARTICLE 8 – POSTING

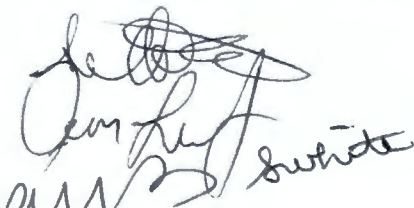
A summary of all available unit positions in the District with a salary range at the Intermediate Clerk-Typist level position and above and all School Security Officer positions which are for five (5) or more hours per day shall be posted. The posting shall be for a minimum of five (5) workdays, during which time only qualified members of the classified personnel service then employed by the District ~~may apply~~ who submit an internal applicant preference form shall be interviewed.

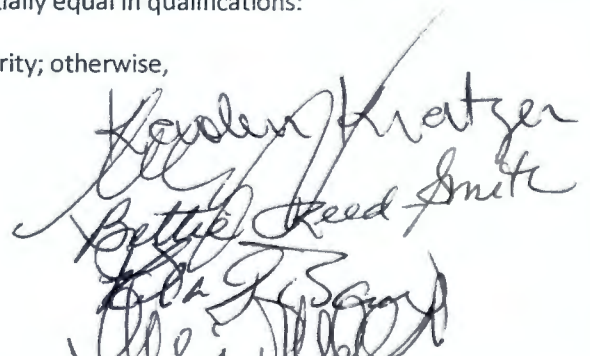
- A. Each site administrator shall ensure that the vacancy is posted on EdJoin or at the various sites for five (5) workdays.
- B. The summary of available classified positions shall list the classification, title, location, salary range, and work hours, if beyond the normal workday. No position shall be filled without proper posting.
- C. All positions for this unit will contain the phrase "Agency Shop Position".
- D. ~~If a unit member is not selected, the vacancy may then be posted for anyone to apply. After being posted internally for five (5) workdays, external applicants may be considered.~~
- E. A newly-hired unit member may not apply for a vacancy for a period of one (1) year from the original date of hire. Unit members seeking lateral positions (from one position to another in the same job classification) may not apply for a new position for a period of one (1) school year or the remainder thereof. The provisions of this section do not apply when a unit member's position has been eliminated due to a layoff.
- F. Paraprofessional Unit Members - No posting shall occur during winter or spring recess, except when immediate District needs, as determined by the District, require posting during these periods.
- G. Paraprofessional Unit Members - Initial postings for all six (6)-hour positions shall be restricted to unit members. If the District determines that no unit member applicant is qualified, or if no unit member applies, the District may repost with no restrictions.

#### ARTICLE 10 – PERSONNEL SELECTION

Employment, assignment, and promotion are the sole right of the District. In the event of a vacancy, the most qualified applicant shall be selected. When there are qualified internal applicants for an existing promotional position during the internal posting period provided by Article 8, a qualified internal applicant who is the most qualified shall be selected for the position. An internal applicant shall not be considered qualified if s/he has received a suspension or is on a performance improvement plan that will result in further disciplinary action. If the top internal applicants are substantially equal in qualifications:

- A. The District's Non-Discrimination Policies shall be given priority; otherwise,
- B. Seniority shall be the deciding factor.

  
11/1/25 Smith

  
Kendall Kratzer  
Bettie Reed Smith  
Ela R. Sanyal

- C. The Human Resources Division shall notify all unit members not selected for the position in writing within ten (10) working days.
- D. If no unit member is selected, the written reason for such non-selection shall be available to OSEA/SEIU within ten (10) days after receiving a written request from OSEA/SEIU.
- E. Upon written request of the applicant or OSEA/SEIU, the District will provide pertinent information about the applicant's non-selection within fifteen (15) work days of such request.

#### ARTICLE 16 - PROMOTION

- A. A unit member selected for a promotional position shall be promoted and/or transferred to his/her new assignment within fifteen (15) workdays after the selected unit member has been given official notice by the Human Resources Division. A substitute shall be placed in the position vacated by the promotee until a qualified replacement is appointed.
- B. No new probationary period shall be served after promotion of a permanent unit member to any other classification or location covered by this Agreement.
- C. A unit member who serves as a substitute or temporary unit member in another classification for 195 days during a fiscal year shall gain regular status in that classification on the 196th day.

All vacant promotional positions shall be posted and filled within sixty (60) calendar days. When a position remains vacant due to a long-term leave, the most senior unit member at that worksite capable of performing the duties shall be offered to perform the higher level duties pursuant to Article 3.G. (Adjustment Pay).

- D. When there are qualified internal applicants for an existing promotional position during the internal posting period provided by Article 8, a qualified internal applicant shall be chosen for the position.

#### ARTICLE 19 - LAYOFF

##### C. Re-employment Rights

- 1. Unit members who have been laid off shall have the right to re-employment in any classification in which they have seniority for a period of 39 months. Unit members who have been laid off by virtue of a reduced work assignment shall have reemployment rights for an additional 24 months (for a total of 63 months). In the event of competing claims to any position, the unit member with the greatest seniority shall prevail. Any unit member who has been laid off and applies for a posted vacancy shall have preference by being treated as an internal candidate under Articles 10 and 16 for any position for which he or she is qualified but has no seniority in the classification. Any unit member who retires in lieu of layoff shall retain re-employment rights for a period of 39 months.

  
  
  
substitute

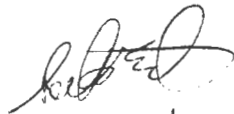


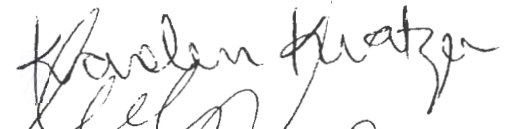
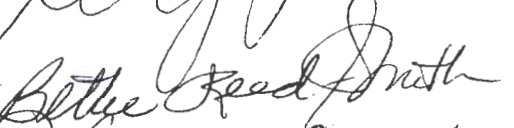




Article 51- CONTRACTING OUT

The Employer agrees to notify the Union of potential subcontracting or diversion by providing a copy of the Board's legislative agenda in advance of the Board meeting. When subcontracting impacts the bargaining unit, the Employer will negotiate such impacts upon the Union's written request to Labor Relations. This article does not intend to, nor does it supersede EERA or Educational Code requirements.

All Tentative Agreements reached during negotiations.

  
James R. White  
AMZ  
Swhite

  
Karen Kratzer  
  
Betty Read Smith  
  
Paul J. Smith  
  
Ann F. Smith

**OUSD PROPOSAL to SEIU LOCAL 1021**

(10/23/2015 via email)


**ARTICLE 50 (OSEA) and ARTICLE 25 (OCDPA)- DURATION**

This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2018.



Side Letter of Agreement ("Agreement")  
Between the  
Oakland Unified School District ("District")  
And  
OSEA/OCDPA SEIU Local 1021  
Regarding  
Salary Negotiations Upon Unit Determination

If the Public Employment Relations Board of the State of California determines that the Instructional Support Specialist (ISS) and/or ParaEducator classification(s) belong to the SEIU bargaining Unit, the District shall within thirty (30) school days negotiate the salary range for the classification(s) assigned to the SEIU bargaining Unit.

  
Jennifer Adams  
AMS  
Sawhite

Michael Kratzer  
All  
Betsy Reed Smith  
John J. Ray  
Heidi Miller

~~OUS~~

~~SEIU 1021~~

EWB  
for a ref

OUSD Counterproposal to SEIU 1021 (OSEA)

DATE: 2/24/16

TIME: 1:45 pm

SEIU 1021

Kaden K.

*[Handwritten signatures and initials]*

**AGREEMENT REGARDING RECLASSIFICATION OF OCCUPATIONAL  
THERAPISTS AND PHYSICAL THERAPISTS**

Within ninety (90) days of ratification of the Collective Bargaining Agreement, the parties agree to convene a joint committee, including one (1) Occupational Therapist and one (1) Physical Therapist, to engage with Human Resources to review and negotiate the job description and salary including stipends, of Occupational Therapists and Physical Therapists positions.



OUSD

SEIU 1021

OUSD Counterproposal to SEIU 1021 (OSEA)

DATE: 2/24/16

TIME: 1:45 pm

**ARTICLE 34 - IN-SERVICE TRAINING**

- A. The District will provide in-service training for unit members who have a need for such training.
- B. The District agrees to provide a minimum of one (1) hour per month of educational inservice for Instructional Assistants. Said in-service shall be provided subject to the following conditions:
1. It shall be designed to improve the job-related skills of said unit members;
  2. It shall be held during working hours;
  3. And it shall be contingent upon the existence of adequate funding.
- C. The District agrees to provide on-going training to all School Security Officers ("SSOs").
- D. Occupational Therapists ("OTs") and Physical Therapists ("PTs") shall be provided two (2) release days per fiscal year for the purpose of completing required trainings and/or professional development. OTs and PTs shall submit written requests for release five (5) days in advanced for approval from their supervisor to accommodate coverage.

OUSD Proposal 11

(Revision of OUSD Proposal #3)

Date: 10/1 Time: 1:35pm

Article 5 - LEAVE (OSEA) ~~9~~ 9 (O.) (OCOPA)

V. Family Care and Medical Leave

The District will provide leave consistent with the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"). Unit members may be eligible for protected leave under FMLA/CFRA for any of the following circumstances:

- Birth of a child for purposes of bonding;
- Placement of a child in the employee's family for adoption or foster care;
- For the serious health condition of the employee's child, parent or spouse;
- For the employee's own serious health condition;
- Exigency leave and caregiver for qualifying relatives of military members.

Unit members who need to take time off from work are advised to contact Human Resources to determine if they may qualify for FMLA/CFRA leave under this section (see also **Administrative Regulation 4161.8** - Family Care and Medical Leave).

Tentative Agreement

District Seth Edstein - ~~Seth Edstein~~

12/16

Janine Lindsey - Jan Lindsey

12/16

SEIU Local 1021

Karen K.  
Bette Reed Smith  
John J. Bailey  
Mimi Hall

SEIU Local 1021 Counter Proposal/OSEA

Date: 12/16/15

Time: 2PM

**ARTICLE 28 - GRIEVANCE ARBITRATION AND APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS**

**D. Selection of the Arbitrator**

~~The parties agree to meet within thirty (30) days of the execution of this Agreement OSEA/SEIU L. 1021 54 July 1, 2012 - June 30, 2015 for the purpose of mutually selecting fifteen (15) arbitrators to serve on a panel to hear disputes put before them pursuant to this article. This list shall be included as an Attachment to this Agreement. Once this panel is chosen, arbitrators will be selected in descending alphabetical order. Either party may strike permanently an arbitrator from the panel upon fifteen (15) days written notice to the other party, provided a mutually agreed replacement has been selected.~~

The parties will select an arbitrator by mutual agreement. If the two parties cannot agree on an arbitrator by mutual agreement, they shall jointly request an odd-numbered list of seven (7) experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). The individual shall be selected within ten (10) days by the alternate strike method until only one name remains.

Tentative Agreement

District

SEIU Local 1021

12/16/15



Jennie Lindsey Jim Huff

Karen K.  
Miller  
Betty Reed Smith  
Rick J. Brady