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Enactment Number	19-1252
Enactment Date	7/2/19



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

Memo

Board of Education

To

From

Kyla Johnson-Trammell, Superintendent
Michael Smith, Interim General Counsel
Jenine Lindsey, Executive Director of Labor Strategy & ADR

Board Meeting Date

June 26, 2019

Subject

OUSD-SEIU LOCAL 1021 (OSEA-OCDPA) Tentative Agreement

**Action Requested
and
Recommendation**

Approval by the Board of Education of Tentative Agreement ("TA"), on successor agreement, as Agreement between the Oakland Unified School District and Service Employees International Union Local 1021 ("SEIU"), for the period of July 1, 2018 through June 30, 2021.

**Background and
Discussion**

On March 27, 2019, the negotiating teams for the District and Service Employees International Union Local 1021 ("SEIU"/Oakland Schools Employees Association/Oakland Child Development Paraprofessionals Association), representing Permanent and Substitute Paraprofessionals (IAs), Permanent and Substitute White Collar employees, and Substitute Early Childhood IAs, reached a Tentative Agreement for the period of July 1, 2018 through June 30, 2021.

Fiscal Impact

Approval by the Board of Education of Tentative Agreement ("TA"), on successor agreement, as Agreement between the Oakland Unified School District and Service Employees International Union Local 1021 ("SEIU"), for the period of July 1, 2018 through June 30, 2021.

Attachments

- Tentative Agreement
- AB 1200 Approval
- Public Disclosure of Collective Bargaining Agreement

**Tentative Agreement Between Oakland Unified School District and School Employees Union
International Local 1021 (OSEA/OCDDA)**

March 27, 2019

ARTICLE 3-WAGES

A. Wages

1. Unit members employed by the District at the time of ratification by the Board shall receive a one-time bonus equal to 3% of base annual salary as of January 1, 2019, or annual earnings for substitutes at the time of Board approval (in-lieu of 2017-18 increase).
2. For the fiscal year ~~2015-16~~ 2018-19, unit members employed by the District at the time of ratification by the Board shall receive an ongoing increase effective January 1, 2019, a 3% on-going increase to all salary schedules.
3. For the fiscal year 2019-20, unit members employed by the District at the time of ratification by the Board shall receive ongoing increases and one-time bonuses as follows:
 - a. Effective January 1, 2020, a 2% ongoing increase to all salary schedules.
4. ~~For the fiscal year 2016-17, there shall be a reopener on salary.~~
5. ~~For the fiscal year 2017-18, there shall be a reopener on salary.~~
6. For the fiscal year 2020-21, there shall be a reopener on salary.
7. Me-Too-Clause: If any represented/unrepresented employee group and/or bargaining unit receives a wage increase during FY ~~2015-16~~ 2020-21, the District agrees to negotiate a wage increase for the OSEA/OCDDA represented bargaining unit employees.

E. Longevity Pay (OCDDA and OSEA)

Effective July 1, 1991 for OSEA and effective July 1, 2019 for OCDDA, the following longevity pay shall be applicable to both White Collar and paraprofessional unit members who are regular unit members in the unit and who have been employed on a half-time (3.75 hours per day) or more basis:

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<u>Number of Years of Continuous Service</u>	<u>Monthly Stipend as of 7/1/91</u>
10	\$10.38
15	20.81
20	31.20
25	41.57
30	52.00
35	62.40
40	72.80

For the 2018-19 and 2019-20 school year only, unit members with 40 or more years of service shall receive an additional 5% monthly base salary stipend.

This section shall sunset and be removed from the Agreement effective June 30, 2020.

Effective July 1, 2020:

<u>Number of Years of Continuous Service</u>	<u>Monthly Stipend as of 7/1/91</u>
40	72.80

The Parties agree to explore new incentives for retention during successor contract negotiations.

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.

4. The Parties have a shared interest in maintaining complete and accurate records related to longevity for unit members. To that end, the parties agree as follows:

- a) The District shall make every effort to provide the Union with a complete and accurate up to date account of longevity for all vested members of the SEIU unit on May 1st of each year.
- b) The District shall make every effort to notify all SEIU members of their longevity on or before May 15 of each year. The District further agrees to rectify any errors found in longevity per District Board Policy.

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- c) The Union shall withdraw, with prejudice PERB Charge Service Employees International Union's ("SEIU") v. Oakland Unified School District Unfair Practice Charge No. SF-CE-3255E

G. Work Out of Class

Current contract language & Side Letter agreement regarding layoff impacts and working outside of class.

ARTICLE 29- STEWARDS (NEW Article language for OCDPA)

~~No internal OSEA/SEIU business including, but not limited to, solicitation of membership, solicitation or collection of dues, campaigning or distribution of OSEA/SEIU literature, for OSEA/SEIU office circulation of election petitions shall be conducted during the duty hours of stewards released under this section,~~

Solicitation of membership and/or collection of dues shall be conducted during the duty hours of the stewards released under this section as agreed upon by the parties and in compliance with AB 119 and SB 866.

ARTICLE 31 (OSEA) ORGANIZATIONAL SECURITY/ARTICLE 20 (OCDPA)

- A. ~~A unit member shall, as a condition of continued employment, within thirty (30) days of implementation of this Agreement, or his/her employment, transfer or promotion within the District, execute a payroll deduction form, and thereby become a member in good standing in the OSEA/SEIU; or, execute a payroll deduction form, and thereby pay to the OSEA/SEIU an initial fee and regular monthly service fees equal to the regular monthly dues; or, in the case of any unit member who certifies he/she cannot join or support a unit member organization because of religious convictions, shall execute a payroll deduction authorization form, and thereby pay sums equal to OSEA/SEIU dues/ fees to one of the following:~~

1. ~~Marcus Foster Foundation~~
2. ~~United Way~~
3. ~~American Cancer Society~~

~~All unit members covered by these provisions will be informed by the District as to their obligations under this section of the Agreement.~~

- B. ~~Upon seven (7) days notice to the District from the OSEA/SEIU that a unit member described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current charitable contribution payments to one of the charities~~

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~~designated above, the District shall notify such unit member in writing, with a copy to the OSEA/SEIU, that (1) he/she is in violation of the Agreement between the District and the OSEA/SEIU, and (2) failure to complete the payroll deduction authorization form within seven (7) days shall result in an automatic service fee payroll deduction.~~

- A. The District shall furnish to the OSEA/OCDPA/SEIU on a monthly basis the names, classifications and work locations of all unit members subject to this contract. Newly hired or separated unit members will be so indicated in this report.
- D. ~~The District shall also furnish the OSEA/SEIU verification of unit member contributions transmitted to charitable organizations, upon the written request of the OSEA/SEIU.~~
- E. The District shall provide the OSEA/SEIU with a list of those unit members, both permanent and temporary, who are not currently paying either OSEA/SEIU dues, ~~or agency fees, upon written request.~~
- F. The OSEA/SEIU agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security Agreement.
- G. The District agrees to maintain OSEA/SEIU's rights to payroll deduction and maintenance of membership.
- H. ~~Pursuant to Education Code Section 45168, the unit member may pay service fees directly to the OSEA/SEIU in lieu of salary deduction.~~
- I. The District shall allow new employees reasonable release time to attend joint District-Union orientation workshop(s).

ARTICLE 32 (OSEA) DUES DEDUCTION/ARTICLE 20 (OCDPA)

The District shall comply with all provisions of SB 866 including but limited, the collection of dues as follows:

- A. The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored program which are submitted in writing, or by any other means of indication agreement allowable under state and federal law.
- B. The District shall make every effort to implement deductions for dues, COPE or other Union sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments no later than (15) fifteen days after the deduction from the employee's earnings occurs.
- C. The District shall ~~also~~ provide with each payment a list of unit members paying membership dues ~~and service fees~~. All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OSEA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so

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indicated in this report.

- D. Nine (9) working days following payday, the District shall promptly pay over to the OSEA/SEIU all sums withheld for membership or ~~service fees~~. The District shall also provide with each payment a list of unit members paying membership dues and service fees. All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OSEA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so indicated in this report.
- C. The District shall not be liable and the OSEA/SEIU shall indemnify the District for any claims made against the District arising from its check off of OSEA/SEIU dues.

ARTICLE 50 - DURATION OF AGREEMENT

The Agreement is effective July 1, 2018 through June 30, 2021.

ARTICLE 49 - SUMMER SCHOOL HIRING PROCEDURES

Summer school is established on the basis of need in the District and available funding. In the event that summer sessions are scheduled, the following procedures shall prevail:

1. **For Academic Recovery/Intervention summer programs**, all positions in the unit shall be posted for a minimum of five (5) work days during which time only members of the classified personnel service then employed by the District may apply.
2. Postings will list site(s), hours, days, and salary range, and other appropriate information;
3. Employment will be contingent upon enrollment;
4. Individual unit members may not work three summers in a row. This shall not apply (a) if there are more positions than applications for the positions being filled or (b) for attendance **specialist** clerks at the secondary level.
5. The unit member shall be officially informed of his/her employment through the Human Resources Division.
6. **For the 2018-19 summer school hiring, the District and SEIU shall meet and confer to review all summer school applicants as well as their summer school employment (dating back 3 years).**
7. **Beginning with the 2019-20 school year, the District shall provide SEIU with a report containing the following information:**
 - a) **List of all SEIU summer school applicants**
 - b) **The summer school employment history of each applicant (3 years**

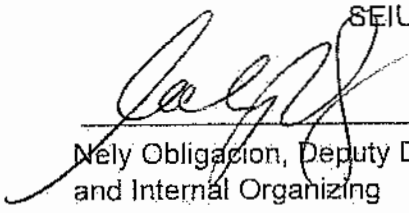
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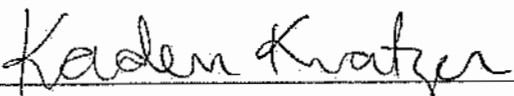
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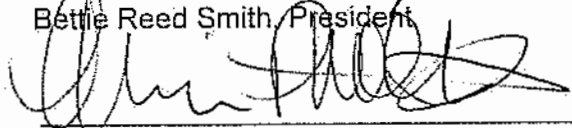
Tentative Agreement
Oakland Unified School District and Service Employees International Union
Agreed and Signed this 27 of March 2019

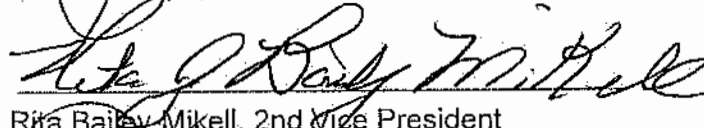
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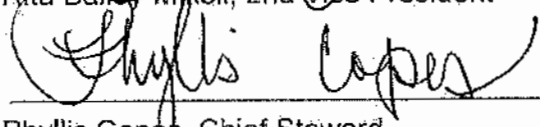

Nely Obligation, Deputy Director of Advocacy
and Internal Organizing


Kaden Kratzer, Education Director

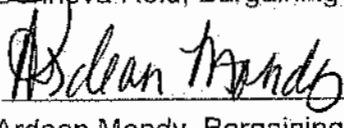

Bettie Reed Smith, President


Melvin Phillips, 1st Vice President

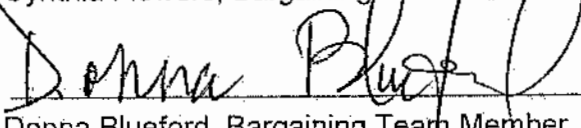

Rita Bailey Mikell, 2nd Vice President


Phyllis Copes, Chief Steward


Donneva Reid, Bargaining Team Member

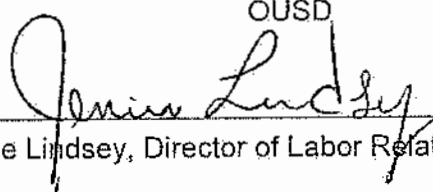

Ardean Mondy, Bargaining Team Member

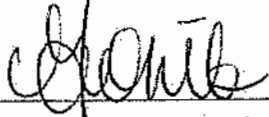

Cynthia Flowers, Bargaining Team Member

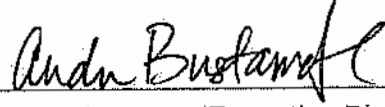

Donna Blueford, Bargaining Team Member


Antonio Brooks, Bargaining Team Member


OUSD


Jenine Lindsey, Director of Labor Relations & Strategy


Gia White, Labor Analyst III


Andrea Bustamante, Executive Director CSSS


Aimee Eng, President, Board of Education 7/3/19



Kyla Johnson Trammell, Secretary, Board of Education
7/3/19

Legislative File Id. No. 19-0963

Introduction Date: 7/2/19

Enactment No.: 19-1252

Enactment Date: 7/2/19

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SIDE LETTER AGREEMENT
between the
SEIU Local 1021 (OCDPA/OSEA) and the Oakland Unified School District

This side letter agreement represents a settlement and general release (hereinafter referred to as the "Agreement") is entered into as of this 27 day of March, 2018 by and between the Oakland Unified School District, (the "District") and School Employees International Union Local 1021 ("SEIU"), collectively, the ("Parties") with respect to longevity pay for OCDPA unit members effective July 1, 2015 through June 30, 2018.

WHEREAS, the Parties reached a tentative agreement on the following provisions of the OCDPA contract in March of 2016;

WHEREAS, the Parties subsequently agreed, in May of 2016, to maintain status quo on certain provisions of the OCDPA tentative agreement (Appendix 3 10 month salary schedule; Article 8 Vacations; New Article Extended Early Childhood Program and Staffing (CDC and School Aged);

WHEREAS, the Parties did not intend to intended to maintain status quo on Article 10- Compensation (longevity);

The parties agree to resolve the situation as follows:

1. **Compensation.** All unit members eligible for longevity pay for the duration of the collective bargaining agreement between the parties effective July 1, 2015- June 30, 2018 shall be paid a lump sum to be calculated as follows:
 - a. The difference between longevity paid the employee during the term of the agreement; and
 - b. The amount of longevity pay the employee would have been eligible for from July 1, 2015 through June 30, 2019 under the new language shown below:

Number of Years of Continuous Service	Monthly Stipend as of 7/1/91
10	\$10.38
15	20.81
20	31.20
25	41.57
30	52.00
35	62.40
40	72.80

2. **Withdrawal of claim.** SEIU agrees to withdraw with prejudice any and all claims associated with grievances and PERB charges filed by or on behalf of

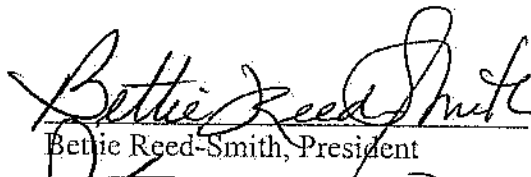
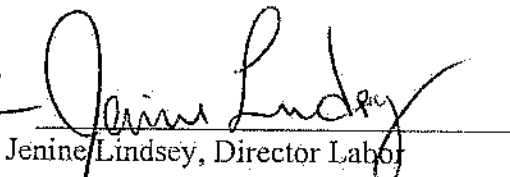
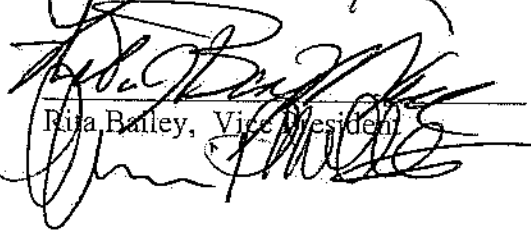
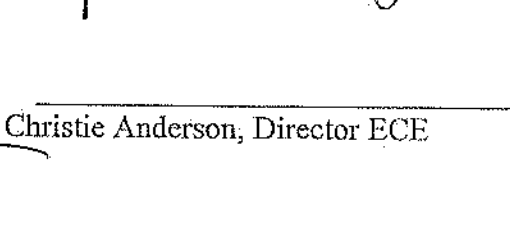
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OCDPA members concerning longevity pay upon receipt of the lump sum payment referenced in section 1 above.

3. **Non-precedential.** It is understood that this agreement is based on the unique facts and circumstances present at this time and does not create any precedent or establish any practice.

For the Union (SEIU)

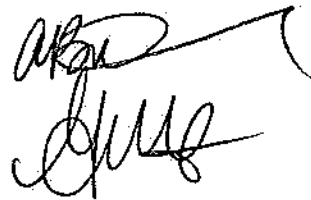
For OUSD (District)

 Bettie Reed-Smith, President	 Jenine Lindsey, Director Labor
 Rita Bailey, Vice President	 Christie Anderson, Director ECE

DATE: _____

DATE: _____





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3/27/19

SIDE LETTER OF AGREEMENT

**On Article 13 Section D Working Out Of Class
between the
Service Employees International Union
and the
Oakland Unified School District**

This side letter agreement is entered into between the Service Employees International Union ("Union") and the Oakland Unified School District (the "District"). It is understood by the parties that to the extent district layoffs effective July 1, 2019 lead to the expansion of workload of unit members during the 2019-2020 school year, unit member may submit written request for consideration of additional compensation to the District Reclassification Committee referenced in Article 13, Section D of the Collective Bargaining Agreement.

Kaden Kratzer Jennie Lindsey

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SIDE LETTER OF AGREEMENT

**Concerning Employee Absences between February 21, 2019 and March 1,
2019**

**between the
Service Employees International Union
and the
Oakland Unified School District**

This side letter agreement is entered into between the Service Employees International Union ("Union") and the Oakland Unified School District (the "District") concerning unit member absences between February 21, 2019 and March 1, 2019.

WHEREAS, the District and the Union are jointly committed to ensuring that employee absences during the Oakland Education Association's labor action (see the above stated period) are accurately recorded.

The parties agree to the following:

1. Within fifteen (15) days of execution of this Agreement, the Union and District will draft a joint communication to all unit members shown in Attachment A of this Agreement which indicates the following:

- a) The number of days the unit member was absent between February 21, 2019 and March 1, 2019;
- b) The date upon which the unit member shall be docked for absence during the strike; and
- c) That each unit member may submit information to contest the accuracy of the Attachment A (with supporting documentation verifying a permissible absence) for review and consideration by the District.
- d) Unit members must submit documentation referenced in section c above to the District's Labor Relations Department within fifteen (15) days of receipt of the joint communication referenced in this section.

2. **Withdrawal of Claims:** In the interest of avoiding the time and expense of further legal proceedings and to resolve prior differences the parties agree:

- a. The Union agrees to release all claims related to the absences cited on Attachment A of the agreement and agrees to withdraw, dismiss with prejudice and take all reasonable and necessary action to halt the processing and litigation of all pending claims, including unfair labor practice charges and all grievances, related to the absences cited on Attachment A of this agreement including without limitation the following action: *SEIU vs OUSD PERB Case # SF-CE-3327-E*

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SIDE LETTER OF AGREEMENT

Concerning Employee Absences between February 21, 2019 and March 1,
2019

between the

Service Employees International Union

and the

Oakland Unified School District

6. If any provision of this Agreement is determined to be invalid, all remaining provisions shall remain in full force and effect. Nothing herein is intended to release claims that cannot be released as a matter of law.

7. No admission of liability: The parties agree this agreement does not constitute nor shall it be construed as an admission of liability by either party for any purpose.

For the Union:

Kaden Kratzer
Bettie Reed Smith
John Miller
Debra J. Miller

Date:

Onylis Copes

For the District:

Janine Kuby
Alfonse
Miller

Date

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Kaden K.

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

Robert K.
Robert K.
Robert K.
Robert K.
Robert K.

SW
GA

[Handwritten initials]

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 30th. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1st. 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 1st.

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 30th. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1st. 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 (½) 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

ing June 30, and
s the anniversary

D.

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:~~

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

C. ~~Scheduling~~

1. — Vacations shall be scheduled in accordance with the following provisions:
2. — Vacations must be scheduled by June 10th 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 1st 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.~~

Karen K. Kelly
[Signature]
[Signature]
[Signature]
[Signature]

~~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 15th 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
OT
[Signature]
[Signature]
[Signature]
[Signature]

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 Hill
Director
CIA

ans

~~Ray A. Mondragon~~

Ray A. Mondragon

UNION

Calif

Kaden K.

Ang Hill

Robert J.

Robert J. Hill

OUSD Proposal ____ (OCDPA)

(Counterproposal to SERU 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 MEETNS THANKSGIVING,
WINTER, SPRING and SUMMER
BREAKS

Kadenz K.
BTS

Kadenz K.

OUSD Proposed Change to Work Year, Hours and Hourly Rate

Korolen K.
[Signature]
[Signature]

		<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	\$	106.89	
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	\$	706.34	
DAILY	\$	101.86	\$	141.29	
HOURLY	\$	16.98	\$	19.26	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)

[Signature]
[Signature]
[Signature]

OUSD Packaged Proposal #17 (OSEA/SEIU Contract)

Date: 6/3/23/18 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 Wages¹
- 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

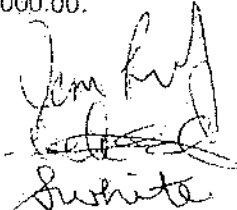
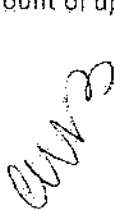
~~James Lindsey~~
James Lindsey
AUB
Swinton

Wesley
Betha Reed Smith
John J. Bailey
Chris Hill
Kendall Kratzger

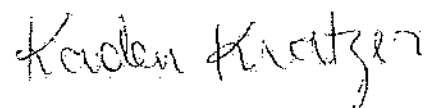
¹ Please note, the one-time bonus payment of 2.92% in Article 3(1)(b) is intended to catch SEIU unit members up in terms of wage increases between the period July 1, 2015 and May 1st 2016 by using the same calculation method used in the 2014-15 wage reopener.

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 1st, 2016.
 - b. One-time (bonus) payment of 2.92% of base salary earned in 2015-16 as of May 1st, 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



Karen Krutzen

ARTICLE 8 -- POSTING

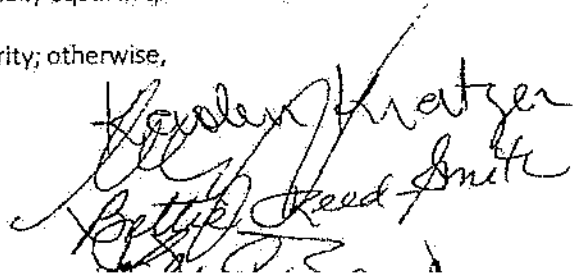
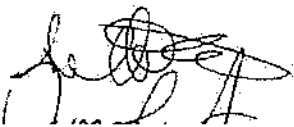
A summary of all available unit positions in the District with a salary range at the Intermediate Clerk-Typist level position and above and all School Security Officer positions which are for five (5) or more hours per day shall be posted. The posting shall be for a minimum of five (5) workdays, during 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.



- 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

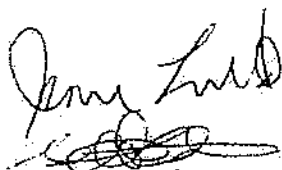

- A. A unit member selected for a promotional position shall be promoted and/or transferred to his/her new assignment within fifteen (15) workdays after the selected unit member has been given official notice by the Human Resources Division. A substitute shall be placed in the position vacated by the 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.

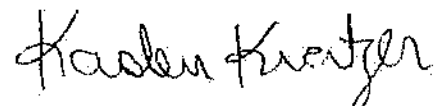
All vacant promotional positions shall be posted and filled within sixty (60) calendar days. When a position remains vacant due to a long-term leave, the most senior unit member at that worksite capable of performing the duties shall be offered to perform the higher level duties pursuant to Article 3.G.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

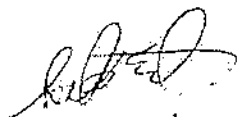


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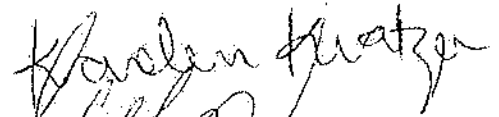
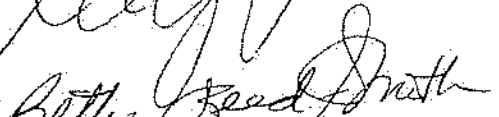




Article 51- CONTRACTING OUT

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.


Jim Lutz
LWZ
Swhite


Harold Hatzger

Betty Reed Smith

Ed J. Smith

Ann F. Smith

OUSD PROPOSAL to SEIU LOCAL 1021


(10/23/2015 via email)

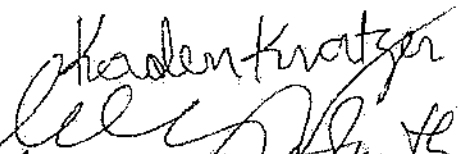
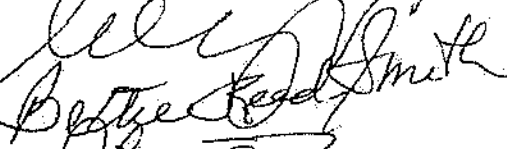
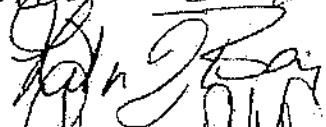

ARTICLE 50 (OSEA) and ARTICLE 25 (OCDPA)- DURATION

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
AMZ
Sewhite


Kaden Kratzer

Beth

Dan

Chris

005A

SEIU 1021

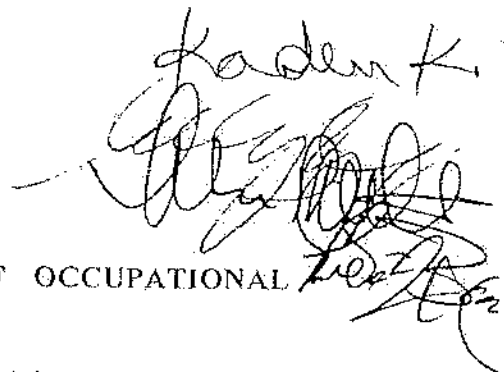
~~SECRET~~

EWB
for RF

OSD Counterproposal to SEIU 1021 (OSEA)

DATE: 2/24/16

TIME: 1:45 pm

Kaden K.


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: 10/7 Time: 1:35pm

Article 5 - LEAVE (OSEA) Φ 9 (O.) (OCDPA)

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 - ~~Edstein~~

12/16

Janine Lindsey - Jan Lindsey

12/16

SEIU Local 1021

Karen K.
Bettie Reed Smith
L. J. Smith
M. Smith

SEIU Local 1021 Counter Proposal/OSEA

Date: 12/16/15

Time: 2 PM

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.

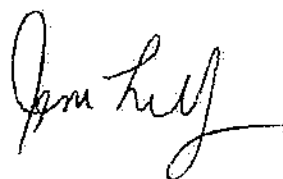
Tentative Agreement

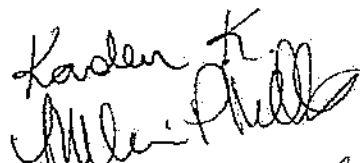
District

SEIU Local 1021

12/16/15



Jerine Lindsey 


Karen K. Miller
Betty Reed Smith
Mike J. Barry

OAKLAND UNIFIED SCHOOL DISTRICT
Multi-Year Projections

Description	2019/20 Projection			2020/21 Projection			2021/22 Projection		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
REVENUE									
LCFF	384,635,660	3,233,105	387,868,765	391,146,168	3,233,105	394,379,273	403,289,732	3,233,105	406,492,837
LCFF - FCMAT Calculator									
Federal	-	42,815,057	42,815,057	-	42,815,057	42,815,057	-	42,815,057	42,815,057
Eliminate Carryover and DR									
State	8,214,662	50,238,870	58,453,532	7,930,609	50,844,721	58,775,330	8,154,897	51,410,182	59,564,779
Increase per COLA									
Eliminate One Time - Mandated Costs									
Eliminate One Time - Maa									
Adj for 19/20 Mandated costs declining enrollment average									
AB 1840 Adjustment									
Eliminate Carryover and DR									
Increase per COLA - Sp Ed									
Local	14,017,486	64,478,710	78,496,196	14,017,486	64,478,710	78,496,196	14,017,486	64,478,710	78,496,196
Eliminate One Time Donations/Grants									
TOTAL REVENUE	406,887,898	160,765,742	567,653,640	413,094,263	161,371,593	574,465,856	425,431,815	161,937,054	587,368,869
EXPENDITURES									
Certificated	140,514,625	64,497,961	205,002,586	148,538,846	66,415,030	214,953,876	143,356,333	7,214,957	150,571,290
Step & Column									
AB 1200 20/21									
AB 1200 21/22									
Classified	52,512,702	34,894,780	87,407,482	52,775,266	35,069,254	87,844,519	53,039,142	35,244,600	88,283,742
Step & Column									
Layoffs									
Benefits	91,701,353	64,338,441	156,039,794	97,499,360	67,415,513	164,914,872	101,702,951	69,692,916	171,395,467
Certificated STRS Increase Benefits									
Classified PERS Increase Benefits									
Step & Column Statutory Benefits									
Step & Column Statutory Benefits									
OEA AB1200									
One-Time Bonus Benefits									
Books & Supplies	7,573,410	24,728,668	32,302,078	6,573,410	20,728,668	27,302,078	6,573,410	14,728,668	21,302,078
Chromobooks									
Eliminate Carryover									
Reduce grants supplies/discretionary for salary/benefit increases									
Services, Other Operating Expenses	35,847,854	39,324,042	75,171,896	34,235,172	39,324,042	73,559,214	34,322,490	39,324,042	73,646,532
202 Downsize (move)									
Eliminate/Alliance									
Contracts Reduction									
Operations Costs Reduction									
Utilities Incr 5%									
One time removed mandate									
Reduce Restricted									
Capital Outlay	120,974	6,500	127,474	120,974	6,500	127,474	120,974	6,500	127,474
One time removed									
Other Outgo	5,985,437	6,261,844	12,247,281	5,985,437	6,261,844	12,247,281	5,985,437	6,261,844	12,247,281
Other Outgo - Indirect Costs	(3,047,079)	1,890,819	(1,156,260)	(3,047,079)	1,890,819	(1,156,260)	(3,047,079)	1,890,819	(1,156,260)
Other Adjustments									
TOTAL EXPENDITURES	331,209,276	235,933,065	567,142,331	342,181,385	239,111,670	581,293,055	361,692,504	242,778,976	604,371,479
EXCESS OF REVENUES OVER EXPENDITURES	75,658,622	(75,167,313)	491,219	70,912,878	(77,746,077)	(6,827,199)	63,839,311	(80,841,922)	(17,002,611)
OTHER FINANCING SOURCES/USES									
Transfers In	564,067	-	564,067	564,067	-	564,067	564,067	-	564,067
Transfers Out	1,790,000	-	1,790,000	1,790,000	-	1,790,000	1,790,000	-	1,790,000
Sources	-	-	-	-	-	-	-	-	-
Uses	-	-	-	-	-	-	-	-	-
Cont. to Rest. Programs	(74,912,838)	74,912,838	-	(77,909,352)	77,909,352	-	(3,116,374)	3,116,374	-
Increase in SP-Ed Contribution									
TOTAL OTHER FIN. SOURCE/USES	(76,138,771)	74,912,838	(1,225,933)	(79,135,285)	77,909,352	(1,225,933)	(82,251,659)	81,025,726	(1,225,933)
NET INCREASE (DECREASE) IN FUND BALANCE	(480,239)	(284,475)	(764,714)	(8,222,407)	169,275	(8,053,132)	(18,412,348)	183,804	(18,228,544)
Beginning Fund Balance	20,574,390	9,423,603	29,997,993	20,094,151	9,169,128	29,263,279	11,871,744	9,338,403	21,210,147
Other Adjustment	-	-	-	-	-	-	-	-	-
Other Restatements	-	-	-	-	-	-	-	-	-
ENDING BALANCE - JUNE 30	20,094,151	9,169,128	29,263,279	11,871,744	9,338,403	21,210,147	(6,540,603)	9,522,207	2,981,604
Components of Fund Balance									
Revolving Cash	150,000	-	150,000	150,000	-	150,000	150,000	-	150,000
Stores	-	-	-	-	-	-	-	-	-
Prepaid Expenditures	-	-	-	-	-	-	-	-	-
General Reserve	-	-	-	-	-	-	-	-	-
Legally Restricted Balances	9,169,128	9,169,128	18,338,256	9,338,403	9,338,403	18,676,806	9,522,207	9,522,207	19,044,414
Designated for:									
Econ. Uncertainties	17,067,870	17,067,870	34,135,740	11,661,661	11,661,661	23,323,322	12,123,230	12,123,230	24,246,460
Site Grants/Carryover	-	-	-	-	-	-	-	-	-
Other Designations:	2,876,181	2,876,181	5,752,362	60,083	60,083	120,166	-	-	-
Unassigned / Unappropriated	-	-	-	0	-	0	(18,813,833)	-	(18,813,833)
TOTAL EXPENDITURES	568,932,331	-	568,932,331	583,083,055	-	583,083,055	606,161,479	-	606,161,479
SEPLA Pass Through	-	-	-	-	-	-	-	-	-
Adjusted Total Expenditures	568,932,331	-	568,932,331	583,083,055	-	583,083,055	606,161,479	-	606,161,479
3.0% Minimum Reserve	17,067,870	-	17,067,870	11,661,661	0	11,661,661	12,123,230	-	12,123,230
Over (Under) 3% reserves	-	-	-	0	-	0	(18,813,833)	-	(18,813,833)
Total Reserves	3.51%	-	3.51%	2.01%	-	2.01%	-1.10%	-	-1.10%

2019-20 2020-21 2021-22

Certificated Rates 0.014 -0.003

Classified Rates 0.0287 0.013

STRS 0.167 0.181 0.178

PERS 0.2073 0.236 0.249

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 36,586,904	\$ 551,548	\$ 1,689,855	\$ 2,168,677
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 1,097,607	\$ -
			0.00%	3.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 11,620,001	\$ 175,172	\$ 581,834	\$ 808,873
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 9,812,033	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 58,018,938	\$ 726,719	\$ 3,369,296	\$ 2,977,551
			1.25%	5.81%	5.13%
6.	Total number of represented Employees (Use FTEs)	731.15	731.15	731.15	731.15
7.	Total Compensation Average Cost per Employee	\$ 79,353	\$ 994	\$ 4,608	\$ 4,072
			1.25%	5.81%	5.13%

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

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 36,586,904	\$ 551,548	\$ 1,689,855	\$ 2,168,677
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 1,097,607	\$ -
			0.00%	3.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 11,620,001	\$ 175,172	\$ 581,834	\$ 808,873
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 9,812,033	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 58,018,938	\$ 726,719	\$ 3,369,296	\$ 2,977,551
			1.25%	5.81%	5.13%
6.	Total number of represented Employees (Use FTEs)	731.15	731.15	731.15	731.15
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 79,353	\$ 994	\$ 4,608	\$ 4,072
			1.25%	5.81%	5.13%

Public Disclosure of Collective Bargaining Agreement

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

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

Name of Bargaining Unit: **SEIU**

The Governing Board will take action on: **6/26/2019**

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

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board-Approved Budget Before Settlement As of: 5/22/2019	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 374,363,307	\$ -	\$ -	\$ 374,363,307
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 14,728,272	\$ -	\$ -	\$ 14,728,272
Other Local Revenue (8600-8799)	\$ 13,801,035	\$ -	\$ -	\$ 13,801,035
Total Revenues	\$ 402,892,614	\$ -	\$ -	\$ 402,892,614
Expenditures				
Certificated Salaries (1000-1999)	\$ 127,030,175	\$ -	\$ -	\$ 127,030,175
Classified Salaries (2000-2999)	\$ 57,472,585	\$ 364,021	\$ -	\$ 57,836,606
Employee Benefits (3000-3999)	\$ 84,781,509	\$ 115,613	\$ -	\$ 84,897,122
Books and Supplies (4000-4999)	\$ 7,665,200	\$ -	\$ -	\$ 7,665,200
Services & Operating Expenses (5000-5999)	\$ 36,448,118	\$ -	\$ -	\$ 36,448,118
Capital Outlay (6000-6599)	\$ 411,051	\$ -	\$ -	\$ 411,051
Other Outgo (7100-7299 & 7400-7499)	\$ 6,649,566	\$ -	\$ -	\$ 6,649,566
Direct Support/Indirect Cost (7300-7399)	\$ (4,006,392)	\$ -	\$ -	\$ (4,006,392)
Total Expenditures	\$ 316,451,812	\$ 479,635	\$ -	\$ 316,931,447
Operating Surplus (Deficit)	\$ 86,440,802	\$ (479,635)	\$ -	\$ 85,961,167
Other Sources and Transfers In (8910-8979)	\$ 564,067	\$ -	\$ -	\$ 564,067
Other Uses and Transfers Out (7610-7699)	\$ 1,790,000	\$ -	\$ -	\$ 1,790,000
Contributions (8980-8999)	\$ (80,104,691)	\$ -	\$ -	\$ (80,104,691)
Current Year Increase (Decrease) In Fund Balance	\$ 5,110,178	\$ (479,635)	\$ -	\$ 4,630,543
Beginning Balance	\$ 11,370,175			\$ 11,370,175
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 16,480,353	\$ (479,635)	\$ -	\$ 16,000,718
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 12,099,214	\$ 14,534	\$ -	\$ 12,113,748
Designated Amounts (9775-9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Unappropriated Amounts (9790)	\$ 4,231,139			\$ 3,736,970

Public Disclosure of Collective Bargaining Agreement

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

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

Name of Bargaining Unit: **SEIU**

6/26/2019

The Governing Board will take action on:

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

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: 5/22/2019	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 3,230,596	\$ -	\$ -	\$ 3,230,596
Federal Revenue (8100-8299)	\$ 52,189,378	\$ -	\$ -	\$ 52,189,378
Other State Revenue (8300-8599)	\$ 57,079,474	\$ -	\$ -	\$ 57,079,474
Other Local Revenue (8600-8799)	\$ 66,750,977	\$ -	\$ -	\$ 66,750,977
Total Revenues	\$ 179,250,425	\$ -	\$ -	\$ 179,250,425
Expenditures				
Certificated Salaries (1000-1999)	\$ 70,122,111	\$ -	\$ -	\$ 70,122,111
Classified Salaries (2000-2999)	\$ 37,120,029	\$ 187,526	\$ -	\$ 37,307,555
Employee Benefits (3000-3999)	\$ 64,147,834	\$ 59,558	\$ -	\$ 64,207,392
Books and Supplies (4000-4999)	\$ 31,133,728	\$ -	\$ -	\$ 31,133,728
Services & Operating Expenses (5000-5999)	\$ 64,569,583	\$ -	\$ -	\$ 64,569,583
Capital Outlay (6000-6599)	\$ 7,675,644	\$ -	\$ -	\$ 7,675,644
Other Outgo (7100-7299 & 7400-7499)	\$ 9,289,109	\$ -	\$ -	\$ 9,289,109
Direct Support/Indirect Cost (7300-7399)	\$ 2,660,845	\$ -	\$ -	\$ 2,660,845
Total Expenditures	\$ 286,718,883	\$ 247,084	\$ -	\$ 286,965,967
Operating Surplus (Deficit)	\$ (107,468,458)	\$ (247,084)	\$ -	\$ (107,715,542)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 80,104,691	\$ -	\$ -	\$ 80,104,691
Current Year Increase (Decrease) In Fund Balance	\$ (27,363,767)	\$ (247,084)	\$ -	\$ (27,610,851)
Beginning Balance	\$ 38,612,892			\$ 38,612,892
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 11,249,125	\$ (247,084)	\$ -	\$ 11,002,041
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 11,249,125	\$ -	\$ -	\$ 11,249,125
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -			\$ (247,084)

Public Disclosure of Collective Bargaining Agreement

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

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

Name of Bargaining Unit: **SEIU**

The Governing Board will take action on: **6/26/2019**

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

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of 5/22/2019	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 377,593,903	\$ -	\$ -	\$ 377,593,903
Federal Revenue (8100-8299)	\$ 52,189,378	\$ -	\$ -	\$ 52,189,378
Other State Revenue (8300-8599)	\$ 71,807,746	\$ -	\$ -	\$ 71,807,746
Other Local Revenue (8600-8799)	\$ 80,552,012	\$ -	\$ -	\$ 80,552,012
Total Revenues	\$ 582,143,039	\$ -	\$ -	\$ 582,143,039
Expenditures				
Certificated Salaries (1000-1999)	\$ 197,152,286	\$ -	\$ -	\$ 197,152,286
Classified Salaries (2000-2999)	\$ 94,592,614	\$ 551,548	\$ -	\$ 95,144,162
Employee Benefits (3000-3999)	\$ 148,929,343	\$ 175,172	\$ -	\$ 149,104,515
Books and Supplies (4000-4999)	\$ 38,798,928	\$ -	\$ -	\$ 38,798,928
Services & Operating Expenses (5000-5999)	\$ 101,017,701	\$ -	\$ -	\$ 101,017,701
Capital Outlay (6000-6599)	\$ 8,086,695	\$ -	\$ -	\$ 8,086,695
Other Outgo (7100-7299 & 7400-7499)	\$ 15,938,675	\$ -	\$ -	\$ 15,938,675
Direct Support/Indirect Cost (7300-7399)	\$ (1,345,547)	\$ -	\$ -	\$ (1,345,547)
Total Expenditures	\$ 603,170,695	\$ 726,719	\$ -	\$ 603,897,414
Operating Surplus (Deficit)	\$ (21,027,656)	\$ (726,719)	\$ -	\$ (21,754,375)
Other Sources and Transfers In (8910-8979)	\$ 564,067	\$ -	\$ -	\$ 564,067
Other Uses and Transfers Out (7610-7699)	\$ 1,790,000	\$ -	\$ -	\$ 1,790,000
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (22,253,589)	\$ (726,719)	\$ -	\$ (22,980,308)
Beginning Balance	\$ 49,983,067			\$ 49,983,067
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 27,729,478	\$ (726,719)	\$ -	\$ 27,002,759
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 11,249,125	\$ -	\$ -	\$ 11,249,125
Reserved for Economic Uncertainties (9789)	\$ 12,099,214	\$ 14,534	\$ -	\$ 12,113,748
Designated Amounts (9775-9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Unappropriated Amounts - Unrestricted (9790)	\$ 4,231,139	\$ -	\$ -	\$ 4,231,139
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	2.70%			2.70%

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

The Governing Board will take action on: 6/26/2019

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY18-19	FY19-20	FY20-21
Revenues			
LCFF Revenue Sources	377,593,903	387,866,256	394,376,764
Federal Revenue	52,189,378	46,513,933	46,513,932
Other State Revenue	71,807,746	60,795,094	61,126,932
Local Revenue	80,552,012	80,552,012	80,552,012
Other Financing Sources	564,067	564,067	564,067
Total Revenue	582,707,106	576,291,362	583,133,708
Expenditures			
Certificated Salaries	197,152,286	197,152,286	216,792,565
Step & Column Adjustment		2,957,284	3,251,888
Settlement-Related Costs (+/-)		16,682,995	8,876,252
Other Adjustments			
Total Certificated Salaries	197,152,286	216,792,565	228,920,705
Classified Salaries	95,144,162	95,144,162	89,932,644
Step & Column Adjustment		669,196	653,628
Settlement-Related Costs (+/-)		2,594,286	867,105
Other Adjustments		(8,475,000)	
Total Classified Salaries	95,144,162	89,932,644	91,453,377
Employee Benefits	149,104,515	153,432,130	162,316,723
Settlement-Related Costs (+/-)		772,018	1,673,943
Books & Supplies	38,798,928	25,667,155	24,667,155
Services, Other Operating Exp	101,017,701	97,235,019	95,035,019
Capital Outlay	8,086,695	4,886,695	4,886,695
Other Outgo (Excluding Transfers of Indirect Costs)	15,938,675	15,938,675	15,938,675
Other Outgo - Transfers of Indirect Costs	(1,345,547)	(1,345,547)	(1,345,547)
Other Financing Uses	1,790,000	1,790,000	1,790,000
Other Adjustments		(30,000,000)	(30,000,000)
Total Expenditures	605,687,414	575,101,354	595,336,746
Net Increase(Decrease) in Fund Balance	(22,980,308)	1,190,008	(12,203,038)
Beginning Fund Balance	49,983,067	27,002,759	28,192,767
Audit Adjustments/Restatements	0		
Ending Balance	27,002,759	28,192,767	15,989,729
Components of Ending Balance			
Revolving & Stores		150,000	150,000
Restricted Balance & Other Designations	11,399,125	9,516,104	3,717,135
Required Reserve	12,113,748	11,502,027	11,906,735
Unrestricted Balance (Incl Revolving)	3,489,886	7,024,636	215,859
ADA Assumption:	34194	34049	34049

Comments (Major changes):

Public Disclosure of Collective Bargaining Agreement

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

F. State Reserve Standard

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

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	605,687,414	575,101,354	595,336,746
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 12,113,748	\$ 11,502,027	\$ 11,906,735

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

a. General Fund Unrestricted REU	\$ 12,113,748	\$ 11,502,027	\$ 11,906,735
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 3,489,886	\$ 7,024,636	\$ 215,859
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 15,603,634	\$ 18,526,663	\$ 12,122,594

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

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

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

The Governing Board will take action on: 6/26/2019

B. Narrative Description of Agreement

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

FY18-19 one-time 3% bonus on January 2019 Salary schedule. FY18-19 for January 2019 a 3% on-going increase, and for FY19-20 for January 2020 a 2% on-going increase.

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

(If yes, please explain.)

No. However an additional 5% longevity stipend is provided to employees with 40 years of service. Longevity for the OCDPA unit is increased to mirror longevity for OSEA.

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

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

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

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

None

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

Reopener on salary in FY 2020-21

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

The following provisions were agreed upon: 1) District will review workload for remaining bargaining unit members in departments/school sites where layoffs have occurred. 2) District will meet and confer regarding summer school hiring. 3) District will provide annual longevity pay report. 4) District will comply with new post AFSOME v. Janus legislation.

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

The Governing Board will take action on: 6/26/2019

C. Source of Funding for Proposed Agreement

14. Source of Funding for Proposed Agreement

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

One-time Off Schedule will be funded from 2018-19 Surplus at year-end closing payable on 2019-20

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

On-going costs will be funded by 2019-20 Budget Cuts, Measure G1 Parcel Tax, General Fund Restricted and Unrestricted Revenue, Fund 11 and 12 Revenue

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

Staff reduction in central office will impact to the delivery of central support services to school sites.

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

There will be Deficit Spending in General Fund of \$6.0M in 2019/20 and \$17.4M in 2020/21. The deficit spending are from Restricted Funds of which positions will be eliminated when funding source will not be available.

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (38,475,000)	Budget Cuts and a reduction in restricted sources for \$30M
2nd Subsequent Year	\$ (30,000,000)	

Additional Explanation (if necessary)

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

CERTIFICATE OF AFFORDABILITY

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

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

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

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

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	-	1,097,607	-	1,097,607
On-going	726,719	2,271,689	2,977,551	5,975,959
Total	726,719	3,369,296	2,977,551	7,073,566

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.

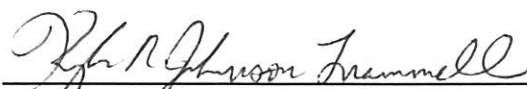
Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Increased salary costs	726,719	3,369,296	2,977,551
Ending Fund Balance Increase (Decrease)	(726,719)	(3,369,296)	(2,977,551)

Please review the above and sign below:

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


 District Superintendent (Signature)

6/11/19
 Date

Kyla Johnson-Trammell
 District Superintendent (Type Name)


 Chief Business Official (Signature)

6/11/19
 Date

Preston Thomas
 Chief Business Official (Type Name)

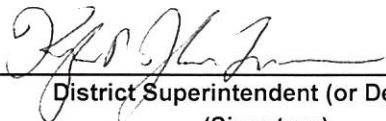
Oakland Unified School District School District
Public Disclosure of Collective Bargaining Agreement

In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

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

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




District Superintendent (or Designee)
(Signature)

6/11/19

Date

After public disclosure of the major provisions contained in this summary, the Governing Board,
at its meeting on July 2, 2019, took action to approve the proposed
Agreement with the SEIU Bargaining Unit.



President (or Clerk), Governing Board
(Signature)

7/3/19

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.

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 108,099	\$ 1,630	\$ 4,993	\$ 6,408
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 3,243	\$ -
			0.00%	199.01%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 34,332	\$ 518	\$ 1,719	\$ 2,390
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 40,260	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 182,691	\$ 2,147	\$ 9,955	\$ 8,797
			1.18%	5.45%	4.82%
6.	Total number of represented Employees (Use FTEs)	3	3	3	3
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 60,897	\$ 716	\$ 3,318	\$ 2,932
			1.18%	5.45%	4.81%

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 279,997	\$ 4,221	\$ 12,932	\$ 16,597
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 8,400	\$ -
			0.00%	199.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 88,927	\$ 1,341	\$ 4,453	\$ 6,190
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 103,334	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 472,259	\$ 5,562	\$ 25,785	\$ 22,787
			1.18%	5.46%	4.83%
6.	Total number of represented Employees (Use FTEs)	7.7	7.7	7.7	7.7
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 61,332	\$ 722	\$ 3,349	\$ 2,959
			1.18%	5.46%	4.82%

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 203,581	\$ 3,069	\$ 9,403	\$ 12,067
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 6,107	\$ -
			0.00%	199.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 64,657	\$ 975	\$ 3,238	\$ 4,501
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 67,100	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 335,339	\$ 4,044	\$ 18,748	\$ 16,568
			1.21%	5.59%	4.94%
6.	Total number of represented Employees (Use FTEs)	5	5	5	5
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 67,068	\$ 809	\$ 3,750	\$ 3,314
			1.21%	5.59%	4.94%

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 279,264	\$ 4,210	\$ 12,898	\$ 16,553
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 8,378	\$ -
			0.00%	199.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 88,694	\$ 1,337	\$ 4,441	\$ 6,174
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 152,988	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 520,946	\$ 5,547	\$ 25,717	\$ 22,727
			1.06%	4.94%	4.36%
6.	Total number of represented Employees (Use FTEs)	11.4	11.4	11.4	11.4
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 45,697	\$ 487	\$ 2,256	\$ 1,994
			1.07%	4.94%	4.36%

Name of District: Oakland Unified School District

Name of Bargaining Unit: SEIU

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2018 and ending: 6/30/2021
(date) (date)

The Governing Board will take action on: 6/26/2019
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY18-19	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 18-19	Year 2 Increase/(Decrease) FY19-20	Year 3 Increase/(Decrease) FY 20-21
1.	Salary Schedule (Including Step & Column)	\$ 96,033	\$ 1,448	\$ 4,436	\$ 5,692
			1.51%	4.62%	5.93%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ 2,881	\$ -
			0.00%	199.01%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 30,500	\$ 460	\$ 1,527	\$ 2,123
			1.51%	5.01%	6.96%
4.	Health/Welfare Increases	\$ 33,550	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 160,083	\$ 1,907	\$ 8,844	\$ 7,815
			1.19%	5.52%	4.88%
6.	Total number of represented Employees (Use FTEs)	2.5	2.5	2.5	2.5
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 64,033	\$ 763	\$ 3,537	\$ 3,126
			1.19%	5.52%	4.88%



Alameda County Office of Education

L. Karen Monroe Superintendent of Schools

June 28, 2019

Aimee Eng, President
Board of Education
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

RE: OUSD-SEIU Public Disclosure of Collective Bargaining Agreement

Dear President Eng:

The Alameda County Office of Education (ACOE) received the completed Public Disclosure of Collective Bargaining Agreement (CBA) and signed Tentative Agreement (TA) between the Oakland Unified School District (OUSD) and Service Employees Union International Local 1021 (SEIU) on June 14, 2019. The Public Disclosure includes increased compensation and other costs for the period 2018-19 through 2020-21. The purpose of the County Superintendent's review, as required by Government Code Sections 3540.2 and 3547.5, is to review and comment on the tentative agreement.

The Agreement between OUSD and SEIU, covering period July 1, 2018 through June 30, 2021, provides for:

- One-time bonus equal to 3% base annual salary as of January 1, 2019 or annual earnings for substitutes at the time of Board approval (in-lieu of 2017-18 increase.) This is to be paid in fiscal year 2019-20
- For fiscal year 2018-19, a 3% on-going increase to all salary schedules effective January 1, 2019
- For fiscal year 2019-20, a 2% ongoing increase to all salary schedules

Per OUSD's Public Disclosure of CBA, the fiscal impact of the TA between OUSD and SEIU are as follows:

Description	2018-19	2019-20	2020-21
One-time Impact		\$1,097,607	
Ongoing Impact	\$726,719	2,271,689	\$2,977,551
Total	\$726,719	\$3,369,296	\$2,977,551

The Public Disclosure of CBA submitted by OUSD used the latest approved budget (Third Interim Budget Report approved by the Governing Board (Board) on May 22, 2019) and incorporated the fiscal impact of the TA between OUSD and SEIU. The Public Disclosure assumed ongoing expenditure reductions of \$38.5 million that will take effect in 2019-20. These expenditure reductions were explained in the Public Disclosure as "*Budget Cuts and a Reduction in Restricted Sources*". However, ACOE has not received any specific explanations or formal clarification surrounding these expenditure reductions.

While the Public Disclosure of CBA includes a revised MYP that incorporates the impact of the TA between OUSD and SEIU, it appears OUSD will be able to meet the minimum reserve requirement of 2.0%. However, the implementation of \$38.5 million in expenditure reductions remains unclear and uncertain. In the event that any part of these expenditure reductions is not implemented, OUSD will not be able to meet the minimum reserve requirement of 2.0%. Additionally, the impact of this TA will require additional expenditure reductions and/or contributions to the District's Adult Education, Cafeteria, and Child Development Funds.

ACOE received the Proposed Budget presentation for 2019-20 and the related MYP that was adopted by the Board on June 26, 2019. The Adopted Budget does not appear to include the fiscal impact of the TA between OUSD and SEIU in any of the fiscal years. The MYP indicates that OUSD will meet the minimum required reserve in 2019-20 and 2020-21. However, OUSD's Reserve for Economic Uncertainties (REU) will drop to a negative 1.1% in 2021-22, which will require OUSD to identify and implement \$18.5 million in expenditure reductions, revenue enhancements, and/or other budget balancing solutions in order to meet the minimum reserve requirement of 2.0%.

OUSD's Board has the fiduciary responsibility to maintain fiscal solvency for the current and subsequent fiscal years. At its meeting on June 26, 2019, OUSD's Board approved Resolution No. 1819-0219 confirming OUSD's commitment to ensure that the budget is balanced. This resolution committed expenditure reductions and/or revenue enhancements of \$10.0 million in 2020-21, beginning in October of 2019, with finalization no later than March 2020. Further, the Board committed an additional \$10.5 million in expenditure reductions and/or revenue enhancements in 2021-22 to be finalized no later than March 2021. Based on ACOE's preliminary review of OUSD's Adopted Budget presentation and the approved resolution, OUSD appears to be able to cover the negative REU for 2021-22 and the fiscal impact of the TA between OUSD and SEIU. ACOE is awaiting the formal submission of OUSD's Adopted Budget and signed Resolution No. 1819-0219.

Should the Board decide to ratify the TA between OUSD and SEIU, the District should ensure that the identified budget balancing solutions in 2020-21 and in 2021-22 are implemented to accommodate the fiscal impact of the TA.

We appreciate the assistance and cooperation of the District's business office during our review process. If you have any questions, please feel free to call me at (510) 670-4140.

Sincerely,



L. Karen Monroe
Alameda County Superintendent of Schools

cc: Board of Education, Oakland USD
Kyla Johnson-Trammell, Superintendent, Oakland USD
Preston Thomas, Chief Systems and Operations Officer, Oakland USD
Gina Murphy-Garrett, Senior Executive Director, Budget
Chris Learned, State Trustee, Oakland USD
Tony Thurmond, State Superintendent of Public Instruction, CDE
Raul A. Parungao, Associate Superintendent of Business Services, ACOE
Teresa Santamaria, Chief of District Business & Advisory Services, ACOE
Shirene Moreira, Director II, District Advisory Services, ACOE