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Enactment Date	4/7/2020 lf



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

LABOR MANAGEMENT & EMPLOYEE RELATIONS

MEMO

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Joshua Daniels, General Counsel
Jenine Lindsey, Executive Director of Labor Strategy & ADR

Board Meeting Date: April 7, 2020

Subject: Tentative Agreement- Building Construction & Trade Council (“BCTC”)

Action Requested and Recommendation

Approval by the Board of Education of the tentative agreements, as Agreement between the Oakland Unified School District (“OUSD”) and BCTC. BCTC represents OUSD’s skilled trade workers including carpenters, electricians, laborers, painters, plumbers and steamfitters.

Background and Discussion

The tentative agreement between OUSD and BCTC, covering July 1, 2018 and June 30, 2021, provides a 5% on-going salary increase and bonuses. The tentative agreement has been ratified by BCTC unit members.

Fiscal Impact

The tentative agreement is within the District’s financial ability to cover the anticipated costs and reviewed by the Alameda County Office of Education (“ACOE”) through the AB1200 process. The purpose of ACOE’s review, as required by Government Code Sections 3540.2 and 3547.5, is to review and comment on the tentative agreements.

Attachments

- Tentative Agreement between OUSD and BCTC
- ACOE’s AB 1200 Review (BCTC)
- Public Disclosure of BCTC TA

Tentative Agreement Between Building Construction Trade Council ("BCTC") and Oakland
Unified School District ("OUSD")

October 4, 2019

Article 5 Compensation and Article 12 Longevity

Bonuses

1. Unit members employed by the District at the time of ratification/approval of this agreement by the Board shall receive the following one-time bonuses:
 - a. A one-time bonus equal to 3% of base annual salary (as of the date of Board ratification/approval).
 - b. A one-time bonus equal to 3% of base salary earned between January 1, 2019 and June 30, 2019.

Salary and Longevity Stipend Increases

1. Unit members employed by the District at the time of ratification by the Board shall receive a 3% on-going increase to all salary schedules effective July 1, 2019.
2. 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.
 - b. Effective January 1, 2020, a 5% increase to longevity stipends referenced in Article 12.

Reopeners

1. For the fiscal year 2020-21, there shall be a reopener on salary (Article 5) and Longevity (Article 12)
 - c. Effective July 1, 2020, a new Labor and Management Committee will be established with the function of comparing Department of Industrial Relations ("DIR") prevailing wage rates with those of the bargaining unit and making recommendations for equity adjustments.

(New provision)

During the third year of the contract the District will conduct a manpower assessment of Buildings and Grounds to recommend minimum staffing levels, to effectively and safely maintain all District properties. The District will take such recommendations into consideration when determining staffing for the subsequent school year.

Article 7 Leaves

7.2.4 Accumulation: Eligible 12-month employees shall have all of their vacation for the school year in question credited to their account on July 1. Vacation benefits must be used prior to June 30 of the following school year. Effective June 30, 2021 vacation accrued and not used by the unit member by June 30 shall not roll over to the subsequent school year (must be used prior to June 30 of each fiscal year). Each unit member's accrual/vacation balance shall be capped at the number of working days in Section 7(a).

7.2.4.1 Vacation accrued, and not used, prior to June 30, 2020 shall be grandfathered in-and available for use by unit members (or for payout) subject to the provisions of this Agreement.

7.2.4.2 The parties shall meet to discuss the implementation of this section no later than September 30, 2020.

Article 8 Sick Leave

8.5.11 An absence personal injury or illness which exceeds four days shall be supported by a written statement of a licensed physician giving the first and last date of disability and a date the employee is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if ~~required~~ requested by the Director of Buildings and Grounds. Such request for a physician's statement shall not be arbitrary or capricious.

Article 19 Organizational Security

19.1 Agency Shop

~~All new hires or re-hired employees are required to either join the Union as a member, or agree to pay a service fee equal to the Union regular dues or service fee, within 30 calendar days of hire, as a condition of both employment and continuing employment by the District.~~

New Employee Orientation: The District shall provide the union with notice of all new employee orientation events held at the beginning of each school year. The union shall be allowed up to (15) fifteen minutes to present during these orientations. The union shall have an opportunity to provide orientation participants with materials, including but not limited to membership forms. I

For new employees hired after the beginning of the year orientation, the union shall have access to the District's online calendar of orientations held throughout the year. Up to (15) fifteen minutes shall be made available for the union to present during these orientations.

- (a) The District shall honor an employee's check-off authorization, regardless of whether the employee is a member of the Union, unless the authorization is revoked in compliance with the terms of the authorization the employee signed and with SB 866. If an employee returns a signed membership card to the District, the District shall promptly forward it to the Union for processing.
- (b) Deductions shall start within two pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union no later than forty-five (45) days after the deduction from the employee's earning occurs.

Article 20. Dues Deduction

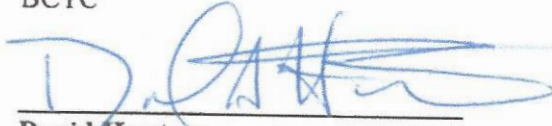
- 1. The District agrees to deduct from the salary payment of an employee an amount which has been requested in a revocable written authorization by the employee for the purpose of paying the dues of the employee to the Union. ~~The revocation of a written authorization shall be in writing and shall be effective commencing with the next pay period.~~ Requests to authorize dues or other deductions shall be directed to the Union. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The Union shall provide a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.
- 2. The District shall, each month, draw its order upon the funds of the District in favor of the Union, for an amount equal to the total of the dues collections, as requested by employees in writing, with respect to such organization during the preceding month, less costs. The cost shall be a three cent cost per individual employee deduction per month. This amount shall be billed on a quarterly basis to the Union by the District.
- 3. The Union agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any suit instituted against the District arising from its check off of union dues.
- 4. The District agrees ~~to have a service agreement with the Union to provide~~ to provide the union data listing of the names of all of its bargaining unit members, job title/classification, department/work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer and home address, and status of dues payments of any newly hired employee.
- 5. The District will notify the Union of all permanent and temporary new hires within 30 calendar days of their date of hire providing information regarding their classification, hire status, start date and pay rate

Article 25 Duration

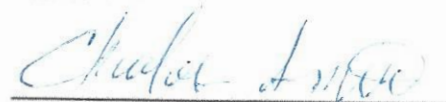
- For the 2017-2018 school year, the parties agree to a closed contract.

- This Agreement shall be effective July 1, 2018, except for those provisions which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2021, and from year to year thereafter unless either party serves written notice of the desire to amend, modify or terminate this Agreement ninety (90) days prior to the first day of June 30, 2021, or prior to the first day of July of any subsequent year.

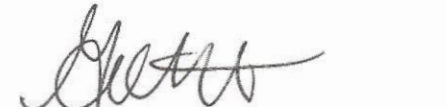
BCTC



David Hunter

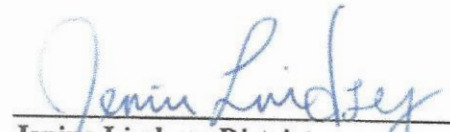
DISTRICT


Charles Smith, District


Kiambo White, BTC


Gia White, District

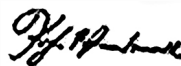

Andreas Cluver, BTC


Jenine Lindsey, District



4/8/2020

Jody London
President, Board of Education

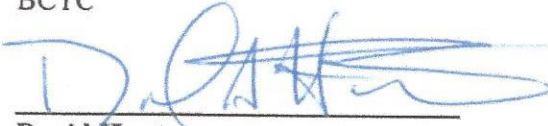


4/8/2020

Kyla Johnson Trammell
Secretary, Board of Education

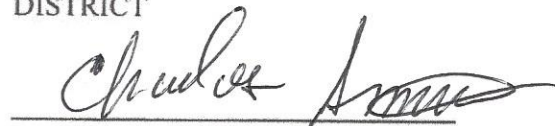
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BCTC



David Hunter

DISTRICT



Charles Smith, District

Kiambo White, BTC

Kiambo White, BTC



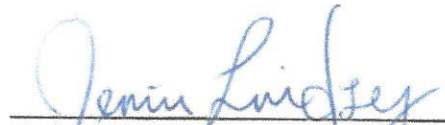
Gia White, District

Gia White, District



Andreas Cluver, BTC

Andreas Cluver, BTC



Jenine Lindsey, District

Jenine Lindsey, District



Alameda County Office of Education

L. Karen Monroe Superintendent of Schools

March 5, 2020

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

RE: Public Disclosure of Collective Bargaining Agreement with BCTC and CSEA

Dear President London:

The Alameda County Office of Education (ACOE) received the completed Public Disclosure of Collective Bargaining Agreement (CBA) and signed Tentative Agreements between the Oakland Unified School District (OUSD) and Building Construction Trade Council (BCTC) and the California School Employees Association (CSEA). The Public Disclosure includes increased compensation and other costs for the period 2018-19 through 2020-21. The purpose of ACOE's review, as required by Government Code (GC) Sections 3540.2 and 3547.5, is to review and comment on the tentative agreements.

Collective Bargaining Agreement Between OUSD and BCTC

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

Bonuses

- 1) Unit members employed by the District at the time of ratification/approval of this agreement by the Board shall receive the following one-time bonuses:
 - a) A one-time bonus equal to 3% of base annual salary (as of the date of Board approval/ratification).
 - b) A one-time bonus equal to 3% of base salary earned between January 1, 2019 and June 30, 2019.

Salary and Longevity Stipend Increases

- 1) Unit members employed by the District at the time of ratification by the Board shall receive a 3% on-going increase to all salary schedules effective July 1, 2019.
- 2) 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% on-going increase to all salary schedules.
 - b) Effective January 1, 2020, a 5% increase to longevity stipends referenced in Article 12.

Reopeners

- 1) For the fiscal year 2020-21, there shall be a reopener on salary (Article 5) and Longevity (Article 12).
 - a) Effective July 1, 2020, a new Labor and Management Committee will be established with the function of comparing Department of Industrial Relations (DIR) prevailing wage rates with those of the bargaining unit and making recommendations for equity adjustments.

Collective Bargaining Agreement Between OUSD and CSEA

The Agreement between OUSD and CSEA, covering period July 1, 2019 through June 30, 2021, provides for:

- 1) **Bonuses** – Unit Members employed by the District at the time of ratification/approval of this agreement by the Board of Education shall receive the following one-time bonuses:
 - a) A one-time bonus equal to 3% of base annual salary (as of the date of Board ratification/approval).
 - b) A one-time bonus equal to 3% of unit member earnings between January 1, 2019 and February 1, 2020.
- 2) **Ongoing Salary Increase Effective 2019-20** - Unit members employed by the District at the time of ratification by the Board shall receive a 5% on-going increase to all salary schedules, effective February 1, 2020.
- 3) **Reopeners** – For 2020-21 school year, the parties agree to a reopener on compensation plus up to two additional articles per party.

Fiscal Impact of the Tentative Agreements with BCTC and CSEA

The estimated fiscal impact of the tentative agreements with BCTC and CSEA are as follows:

Description	2019-20	2020-21	2021-22
One-Time Fiscal Impact: BCTC	\$325,268	\$0	\$0
Ongoing Fiscal Impact: BCTC	297,888	397,693	398,416
One-Time Fiscal Impact: CSEA	41,894	0	0
Ongoing Fiscal Impact: CSEA	14,139	36,713	37,007
Total Fiscal Impact	\$679,189	\$434,406	\$435,423

Pursuant to Assembly Bill (AB) 2756 and GC Section 3547.5(c) the county superintendent is granted the authority to take specific action if a school district does not process the budget revisions necessary to meet the costs of the agreement in each year of its term.

Structural Deficit Spending and Reserves

The District's public disclosure document is projecting structural operating deficits in its general fund of \$25.1 million for fiscal year 2019-20, \$20.1 million for fiscal year 2020-21 and \$30.3 million for fiscal year 2021-22. The District's financial analysis, as presented in the disclosure, projects the District is unable to meet the 2% percent minimum reserve requirement level, as set by the state criteria and standards for two (2) of the three (3) years.

Prior to this disclosure, the District is projecting a structural operating deficit in its 2019-20 First Interim Budget Report and related multi-year budget projection for the two (2) subsequent years. The District calculated that a \$15.5 million and an additional \$10.5 million expenditure reductions and/or revenue enhancement are needed for 2020-21 and 2021-22, respectively, in order to maintain a 3% reserve. In early January 2020, the Governor announced the State budget projection for 2020-21, which included a reduction of Cost of Living Adjustment (COLA) estimate from 3% to 2.29%. This reduction in COLA

further exacerbates the deficit spending of OUSD and would require additional budget balancing solutions to maintain its reserve level.

OUSD's Commitment to Fiscal Solvency

The Governing Board of OUSD (Board) has the fiduciary responsibility to maintain fiscal solvency for the current and subsequent fiscal years. On June 26, 2019, the Board has approved Resolution No.1819-0219 confirming OUSD's commitment to identify a plan for expenditure reductions and/or revenue enhancements of \$10 million for the 2020-21 school year, beginning in October of 2019, with finalization no later than March 2020, with an additional \$10.5 million in expenditure reductions and/or revenue enhancements for 2021-22 to be finalized no later than March 2021.

This resolution has been superseded by Resolution No. 1920-0180 on December 11, 2019 and directed the Superintendent to identify sufficient reductions in general fund expenditures and/or increases in general fund revenues for 2020-21 to ensure that the District can maintain its 3% reserve for 2021.

On March 4, 2020, the Board approved Resolution No. 1920-0214, which committed to implement expenditure reductions and other budget balancing solutions of \$20.2 million for 2020-21 and reaffirmed its commitment to establish 1% reserve above the 2% reserve required by the State at the closing of books for 2019-20.

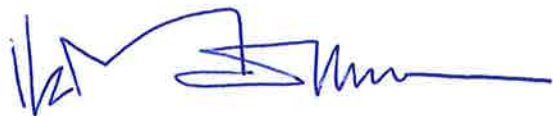
Conclusion

We commend the Board and the OUSD District staff with outlining a detailed list and the strategic plan of action. However, we caution the District, that the affordability of the tentative agreements with BCTC and CSEA are highly dependent and contingent upon full implementation of Resolution No. 1920-0214.

The OUSD Board may consider deferring the approval/ratification of this recent settlement until after ACOE's review of the District's Third Interim Budget report, that may result in budget savings for 2019-20 and more accurately disclose the impact of this settlement in the District's multi-year budget projection.

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,

A handwritten signature in blue ink, appearing to read 'L. Karen Monroe', with a stylized flourish at the end.

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
Luz T. Cazares, Interim Chief Financial Officer (Consultant), 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

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: CSEA

Certificated or Classified: Classified - Fund 01

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

The Governing Board will take action on: 2/26/2020
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY 2019-2020	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 2019-2020	Year 2 Increase/(Decrease) FY 2020-2021	Year 3 Increase/(Decrease) FY 2021-2022
1.	Salary Schedule (Including Step & Column)	\$ 533,269	\$ 11,914	\$ 26,896	\$ 27,112
			2.23%	5.04%	5.08%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 35,301		
			6.62%	0.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)				
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 209,305	\$ 8,818	\$ 9,817	\$ 9,895
			4.21%	4.69%	4.73%
4.	Health/Welfare Increases				
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 742,574	\$ 56,033	\$ 36,713	\$ 37,007
			7.55%	4.94%	4.98%
6.	Total number of represented Employees (Use FTEs)	13	13	13	13
7.	Total Compensation Average Cost per Employee	\$ 57,121	\$ 4,310	\$ 2,824	\$ 2,847
			7.55%	4.94%	4.98%

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: BCTC

Certificated or Classified: Classified - Fund 01

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

The Governing Board will take action on: 2/26/2020
(date)

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

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY 2019-2020	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease) FY 2019-2020	Year 2 Increase/(Decrease) FY 2020-2021	Year 3 Increase/(Decrease) FY 2021-2022
1.	Salary Schedule (Including Step & Column)	\$ 5,397,884	\$ 225,650 4.18%	\$ 298,076 5.52%	\$ 298,618 5.53%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 246,391 4.56%	\$ - 0.00%	\$ - 0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)				
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,011,807	\$ 151,115 5.02%	\$ 99,617 3.31%	\$ 99,798 3.31%
4.	Health/Welfare Increases				
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 8,409,691	\$ 623,156 7.41%	\$ 397,693 4.73%	\$ 398,416 4.74%
6.	Total number of represented Employees (Use FTEs)	103	103	103	103
7.	Total Compensation Average Cost per Employee	\$ 81,647	\$ 6,050	\$ 3,861	\$ 3,868
			7.41%	4.73%	4.74%

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: **BCTC**

The Governing Board will take action on: **2/26/2020**

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: 2/26/20	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)	\$ 3,233,105			\$ 3,233,105
Federal Revenue (8100-8299)	\$ 53,026,631			\$ 53,026,631
Other State Revenue (8300-8599)	\$ 58,829,092			\$ 58,829,092
Other Local Revenue (8600-8799)	\$ 66,536,223			\$ 66,536,223
Total Revenues	\$ 181,625,051	\$ -	\$ -	\$ 181,625,051
Expenditures				
Certificated Salaries (1000-1999)	\$ 68,236,023			\$ 68,236,023
Classified Salaries (2000-2999)	\$ 41,466,503	\$ 472,041		\$ 41,938,544
Employee Benefits (3000-3999)	\$ 72,836,457	\$ 151,115		\$ 72,987,572
Books and Supplies (4000-4999)	\$ 29,110,004			\$ 29,110,004
Services & Operating Expenses (5000-5999)	\$ 48,137,635			\$ 48,137,635
Capital Outlay (6000-6599)	\$ 560,521			\$ 560,521
Other Outgo (7100-7299 & 7400-7499)	\$ 6,457,426			\$ 6,457,426
Direct Support/Indirect Cost (7300-7399)	\$ 2,050,426			\$ 2,050,426
Total Expenditures	\$ 268,854,995	\$ 623,156	\$ -	\$ 269,478,151
Operating Surplus (Deficit)	\$ (87,229,944)			\$ (87,853,100)
Other Sources and Transfers In (8910-8979)	\$ -			\$ -
Other Uses and Transfers Out (7610-7699)	\$ 886,044			\$ 886,044
Contributions (8980-8999)	\$ 69,085,548			\$ 69,085,548
Current Year Increase (Decrease) in Fund Balance	\$ (19,030,440)	\$ -	\$ -	\$ (19,653,506)
Beginning Balance	\$ 40,683,996			\$ 40,683,996
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			
Current Year Ending Balance	\$ 21,653,556	\$ -	\$ -	\$ 21,030,400
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 21,653,556			\$ 21,653,556
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)				\$ -
Unappropriated Amounts (9790)	\$ -			\$ (623,156)

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:

X CSEA
BCTC

The Governing Board will take action on:

2/26/2020

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: 2/26/20	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)	\$ 384,699,620	\$ -	\$ -	\$ 384,699,620
Federal Revenue (8100-8299)		\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 11,764,770	\$ -	\$ -	\$ 11,764,770
Other Local Revenue (8600-8799)	\$ 5,934,974	\$ -	\$ -	\$ 5,934,974
Total Revenues	\$ 402,399,364	\$ -	\$ -	\$ 402,399,364
Expenditures				
Certificated Salaries (1000-1999)	\$ 138,557,242		\$ -	\$ 138,557,242
Classified Salaries (2000-2999)	\$ 56,216,771	\$ 47,215	\$ -	\$ 56,263,986
Employee Benefits (3000-3999)	\$ 92,620,149	\$ 8,818	\$ -	\$ 92,628,967
Books and Supplies (4000-4999)	\$ 5,371,558	\$ -	\$ -	\$ 5,371,558
Services & Operating Expenses (5000-5999)	\$ 43,042,337	\$ -	\$ -	\$ 43,042,337
Capital Outlay (6000-6599)	\$ 104,482	\$ -	\$ -	\$ 104,482
Other Outgo (7100-7299 & 7400-7499)	\$ 5,985,437	\$ -	\$ -	\$ 5,985,437
Direct Support/Indirect Cost (7300-7399)	\$ (3,128,900)	\$ -	\$ -	\$ (3,128,900)
Total Expenditures	\$ 338,769,076	\$ 56,033	\$ -	\$ 338,825,109
Operating Surplus (Deficit)	\$ 63,630,288	\$ (57,467)	\$ -	\$ 63,572,821
Other Sources and Transfers In (8910-8979)	\$ 564,067	\$ -	\$ -	\$ 564,067
Other Uses and Transfers Out (7610-7699)	\$ 480,634	\$ -	\$ -	\$ 480,634
Contributions (8980-8999)	\$ (69,085,548)	\$ -	\$ -	\$ (69,085,548)
Current Year Increase (Decrease) In Fund Balance	\$ (5,371,827)	\$ (57,467)	\$ -	\$ (5,429,294)
Beginning Balance	\$ 30,561,997			\$ 30,561,997
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 25,190,170	\$ (57,467)	\$ -	\$ 25,132,703
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 12,179,815	\$ 13,584	\$ -	\$ 12,193,399
Designated Amounts (9775-9780)	\$ 11,033,464			\$ 11,033,464
Unappropriated Amounts (9790)	\$ 1,976,892			\$ 1,907,275

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:

BCTC

+ CSEA

The Governing Board will take action on:

2/26/2020

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: 2/26/20	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)	\$ 387,932,725	\$ -	\$ -	\$ 387,932,725
Federal Revenue (8100-8299)	\$ 53,026,631	\$ -	\$ -	\$ 53,026,631
Other State Revenue (8300-8599)	\$ 70,593,862	\$ -	\$ -	\$ 70,593,862
Other Local Revenue (8600-8799)	\$ 72,471,197	\$ -	\$ -	\$ 72,471,197
Total Revenues	\$ 584,024,415	\$ -	\$ -	\$ 584,024,415
Expenditures				
Certificated Salaries (1000-1999)	\$ 206,793,265	\$ -	\$ -	\$ 206,793,265
Classified Salaries (2000-2999)	\$ 97,683,274	\$ 519,256	\$ -	\$ 98,202,530
Employee Benefits (3000-3999)	\$ 165,456,606	\$ 159,933	\$ -	\$ 165,616,539
Books and Supplies (4000-4999)	\$ 34,481,562	\$ -	\$ -	\$ 34,481,562
Services & Operating Expenses (5000-5999)	\$ 91,179,972	\$ -	\$ -	\$ 91,179,972
Capital Outlay (6000-6599)	\$ 665,003	\$ -	\$ -	\$ 665,003
Other Outgo (7100-7299 & 7400-7499)	\$ 12,442,863	\$ -	\$ -	\$ 12,442,863
Direct Support/Indirect Cost (7300-7399)	\$ (1,078,474)	\$ -	\$ -	\$ (1,078,474)
Total Expenditures	\$ 607,624,071	\$ 679,189	\$ -	\$ 608,303,260
Operating Surplus (Deficit)	\$ (23,599,656)	\$ (679,189)	\$ -	\$ (24,278,845)
Other Sources and Transfers In (8910-8979)	\$ 564,067	\$ -	\$ -	\$ 564,067
Other Uses and Transfers Out (7610-7699)	\$ 1,366,678	\$ -	\$ -	\$ 1,366,678
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (24,402,267)	\$ (679,189)	\$ -	\$ (25,081,456)
Beginning Balance	\$ 71,245,993			\$ 71,245,993
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 46,843,726	\$ (679,189)	\$ -	\$ 46,164,537
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 21,653,556	\$ -	\$ -	\$ 21,653,556
Reserved for Economic Uncertainties (9789)	\$ 12,179,815	\$ 13,584	\$ -	\$ 12,193,399
Designated Amounts (9775-9780)	\$ 11,033,464	\$ -	\$ -	\$ 11,033,464
Unappropriated Amounts - Unrestricted (9790)	\$ 1,976,892	\$ -	\$ -	\$ 1,976,892
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	2.32%			2.32%

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	609,669,938	596,085,540	612,583,690
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 12,193,399	\$ 11,921,711	\$ 12,251,674

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

a. General Fund Unrestricted REU	\$ 12,193,399	\$ 11,923,755	\$ 12,243,736
b. General Fund Unrestricted Unassigned/Unappropriated	\$ (842,772)	\$ (5,639,849)	\$ (32,004,609)
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 11,350,626	\$ 6,283,906	\$ (19,760,873)

3. Has the minimum state-required reserve been met? No No No

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

Reserve will be restored with ongoing spending reduction of \$15.5m in FY20-21 and additional \$10.5m in FY21-22 (cumulative spending reduction of \$40.5m for FY21-22).

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:

BCTC + CSEA

The Governing Board will take action on:

2/26/2020

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY 2019-2020	FY 2020-2021	FY 2021-2022
Revenues			
LCFF Revenue Sources	387,932,725	390,877,935	395,810,473
Federal Revenue	53,026,631	45,592,894	45,592,894
Other State Revenue	70,593,862	66,010,255	67,858,542
Local Revenue	72,471,197	72,471,197	72,471,197
Other Financing Sources	564,067	564,067	564,067
Total Revenue	584,588,482	575,516,348	582,297,173
Expenditures			
Certificated Salaries	206,793,265	206,793,265	206,127,011
Step & Column Adjustment		(666,254)	6,179,651
Settlement-Related Costs (+/-)			
Other Adjustments			
Total Certificated Salaries	206,793,265	206,127,011	212,306,663
Classified Salaries	98,202,530	98,202,530	96,043,674
Step & Column Adjustment		(2,484,683)	1,237,582
Settlement-Related Costs (+/-)		325,828	326,592
Other Adjustments			
Total Classified Salaries	98,202,530	96,043,674	97,607,847
Employee Benefits	165,616,539	173,838,564	179,374,199
Settlement-Related Costs (+/-)		109,746	110,008
Books & Supplies	34,481,562	24,793,646	25,542,414
Services, Other Operating Exp	91,179,972	81,776,830	84,246,490
Capital Outlay	665,003	665,003	665,003
Other Outgo (Excluding Transfers of Indirect Costs)	12,442,863	12,442,863	12,442,863
Other Outgo - Transfers of Indirect Costs	(1,078,474)	(1,078,474)	(1,078,474)
Other Financing Uses	1,366,678	1,366,678	1,366,678
Other Adjustments			
Total Expenditures	609,669,938	596,085,540	612,583,690
Net Increase(Decrease) in Fund Balance	(25,081,456)	(20,569,192)	(30,286,517)
Beginning Fund Balance	71,245,993	46,164,537	25,595,345
Audit Adjustments/Restatements	0		
Ending Balance	46,164,537	25,595,345	(4,691,173)
Components of Ending Balance			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	32,687,019	19,161,438	14,919,700
Required Reserve	12,193,399	11,923,755	12,243,736
Unrestricted Balance (Incl Revolving)	1,134,119	(5,639,849)	(32,004,609)
ADA Assumption:	34,327	33,825	33,476
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	609,669,938	596,086,540	612,583,690
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 12,193,399	\$ 11,921,711	\$ 12,251,674

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

a. General Fund Unrestricted REU	\$ 12,193,399	\$ 11,923,755	\$ 12,243,736
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 1,134,119	\$ (5,639,849)	\$ (32,004,609)
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 13,327,518	\$ 6,283,906	\$ (19,760,873)

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

Yes ✓

No /

No /

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

Reserve will be restored with ongoing spending reduction of \$15.5m in FY20-21 and additional \$10.5m in FY21-22 (cumulative spending reduction of \$40.5m for FY21-22).

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)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board,
at its meeting on 4/7/2020, took action to approve the proposed
Agreement with the BCTC Bargaining Unit.



President (or Clerk), Governing Board
(Signature)

4/8/2020

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.

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:

BCTC + CSEA

The Governing Board will take action on: 2/26/2020

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"?

BCTC: 3% bonus at Board ratification, 3% bonus from Jan-Jun 2019, ongoing salary increase of 3% at Board ratification and 2% from Jan 2020, ongoing stipend increase is 5% from Jan 2020. CSEA increase noted in item 10 from below.

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

(If yes, please explain.)

No

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

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

CSEA: 3% at Board ratification and 3% from Jan 2019-Feb 2020, ongoing salary increase is 5% at Feb 2020

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

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

n/a

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

Reopener in FY2020-21.

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

n/a

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: BCTC

The Governing Board will take action on: 2/26/20

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?

For BCTC, resource 8150. For CSEA, resource 0000 upon Board approval. Settlement increase requires additional spending reductions in other areas.

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)?

For BCTC, resource 8150. For CSEA, resource 0000 upon Board approval. Settlement increase requires additional spending reductions in other areas. 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.).

n/a

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.

Yes, increase deficit spending. However, planned spending reductions are pending Board approval.

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	\$ -	
2nd Subsequent Year	\$ -	

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	366,919	-	-	366,919
On-going	313,704	435,573	436,600	1,185,877
Total	680,623	435,573	436,600	1,552,796

Please check one of the following:

☐ No budget revisions are necessary for the District to afford this settlement.

☒ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

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

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

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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	366,919	-	-	366,919
On-going	313,704	435,573	436,600	1,185,877
Total	680,623	435,573	436,600	1,552,796

Please check one of the following:

☐ No budget revisions are necessary for the District to afford this settlement.

☒ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

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

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Increased salary costs	680,623	435,573	436,600
Decreased spending	(680,623)	(435,573)	(436,600)
Ending Fund Balance Increase (Decrease)	0	(0)	0

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)

2/10/20
 Date

Kyla Johnson-Trammell
 District Superintendent (Type Name)


 Chief Business Official (Signature)

2/10/20
 Date

Ryan Nguyen
 Chief Business Official (Type Name)