



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-2792
Introduction Date	December 13, 2023
Enactment Number	23-2169
Enactment Date	12/14/2023 os

## MEMO

**To:** Board of Education

**From:** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer  
Jenine Lindsey, Interim General Counsel

**Board Meeting Date:** December 13, 2023

**Subject:** Board Approval of Tentative Side Letter Agreement Between Service Employees International Union and the Oakland Unified School District Pending compliance with Government Code Section 3547.5, Government Code Section 3540.2 and all applicable AB 1200 Public Disclosure requirements.

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### **Action Requested and Recommendation**

Board of Education approval of tentative agreement between Service Employees International Union (“SEIU”) and the Oakland Unified School District (“OUSD” or “District”) pending compliance with Government Code Section 3547.5, Government Code Section 3540.2 and all applicable AB 1200 Public Disclosure requirements.

### **Background and Discussion**

SEIU represents classified staff in OUSD including administrative assistants, attendance clerks, specialist, occupational and physical therapist, culture and climate ambassadors/keepers, early childhood instructional assistants, instructional support specialist, library technicians, noon supervisors and other classified positions. The collective bargaining agreement between SEIU and OUSD (“CBA”) expired on June 30, 2021. The Parties reached the subject tentative agreement on February 23, 2022, which was subsequently ratified by SEIU members and covers the period July 1, 2021 through September 30, 2023.

The December 7, 2023 tentative agreement between SEIU and OUSD is attached in its entirety.

Attached to this memo and legislative file is the tentative agreement in its entirety which includes the agreements reached by SEIU and OUSD at the successor contract bargaining table.

Government Code 3547.5(a) states: “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope



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of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.” The Agreement, including all major provisions, is attached in its entirety.

AB 1200 (specifically Government Code section 3540.2) requires: “A school district that has a qualified or negative certification . . . shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representatives of the employer, pursuant to this chapter. The school district shall provide the county superintendent of schools with all information relevant to yield an understanding of the financial impact of that agreement.” In response, “[t]he county superintendent of schools shall notify the school district, the county board of education, the district superintendent, the governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement reviewed pursuant to subdivision (a) would endanger the fiscal well-being of the school district.”

### **Fiscal Impact**

The tentative agreement will be reviewed by the Alameda County Office of Education (“ACOE”) through the AB 1200 process. Public disclosures and other requirements of Government Code Sections 3540.2 and 3547.5 will occur post the completion of ACOE’s review. The projected one-time costs of the one-time payments to unit members is \$9,263,030. One time payments will be funded from the District’s one time COVID Fund Resources (ESSER III).

### **Attachments**

- *December 6, 2023 Tentative Side Letter Agreement between OUSD and SEIU*

**TENTATIVE AGREEMENT**  
**Concerning Compensation and an Extension of the Collective**  
**Bargaining Agreement for fiscal 2023-2024**  
**between the**  
**Service Employees International Union Local 1021**  
**and the**  
**Oakland Unified School District**

This Side Letter of Agreement (“Agreement”) is entered into between the Service Employees International Union Local 1021 representing Oakland School Employees Association or OSEA and Oakland Child Development Paraprofessional Association or OCDPA (“the Union”) and the Oakland Unified School District (“the District”) to resolve all reopeners to the collective bargaining agreement between the parties (“CBA”).

**Compensation**

**1. One Time Compensation:**

- a. For the 2023-24 school year, in addition to the on-going salary increase unit members received effective September 2023 pursuant to the collectively negotiated agreement between the District and SEIU, unit members shall receive one-time compensation as follows:
  - i. Unit members employed by the District at the time of ratification of this Agreement by the Board of Education shall receive a one-time off schedule payments as follows:
    1. **\$6,000.00 for unit members who are .5 FTE or above.**
    2. **\$3,000.00 for unit members who are less than .5 FTE.**
  - ii. All compensation included in this section is contingent upon a determination by the Alameda County Office of Education that the combined financial impact of all tentative agreements with OUSD labor partners reached in the 2023-2024 school year do not endanger the fiscal well-being of the District.

**Duration of the Agreement (Article 50- Extension of the CBA)**

1. The CBA, including all provisions of this Agreement, shall be extended through October 31, 2024. All Articles and provisions of the CBA between the Parties not addressed in this tentative agreement shall remain in effect.
2. Nothing in this Agreement shall prevent the Parties from continuing negotiations or returning to the table to negotiate amendments to provisions in the CBA on items other than retroactive monetary increases for the 2022-23 and 2023-24 school year.
3. Any provisions of the CBA inconsistent with this Side Letter Agreement shall be deemed modified henceforth. All components of the current CBA between

Service Employees International Union and the District not addressed by the terms of this Agreement shall remain in full effect.

In witness whereof the parties hereto have executed this agreement this \_\_\_\_\_ day of December, 2023.

**Service Employees International Union Local 1021  
DISTRICT**

**OAKLAND UNIFIED SCHOOL**

By: Phyllis COPES  
Phyllis COPES (Dec 7, 2023 11:07 PST)

By: GIA WHITE  
GIA WHITE (Dec 7, 2023 11:30 PST)

By: Andre Spearman  
Andre Spearman (Dec 7, 2023 11:29 PST)

By: \_\_\_\_\_

Approved as to form:

Jenine Lindsey  
Jenine Lindsey, Interim General Counsel

Mike Hutchinson  
Mike Hutchinson, President, BOE

Kyla Johnson-Trammell  
Kyla Johnson-Trammell, Superintendent & Secretary, BOE