



Board Office Use: Legislative File Info.	
File ID Number	23-2794
Introduction Date	December 13, 2023
Enactment Number	23-2170
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 United Administrators of Oakland Schools 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.

Action Requested and Recommendation

Board of Education approval of tentative agreement between United Administrators of Oakland School (“UAOS”) 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

UAOS represents the Districts certificated and classified administrators. The Collective Bargaining Agreement (“CBA”) between UAOS and the District expired on June 30, 2023. The Parties have negotiated, in good faith, an extension of the CBA through October 2024 and one-time compensation for unit members. The December 6, 2023 tentative side letter agreement in its entirety is attached to this memo and legislative file.

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 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.



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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 UAOS*

TENTATIVE AGREEMENT
Concerning Compensation and an Extension of the Collective
Bargaining Agreement for fiscal 2023-2024
with
United Administrators of Oakland Schools
between the
United Administrators of Oakland Schools
and the
Oakland Unified School District

This Side Letter of Agreement (“Agreement”) is entered into between the United Administrators of Oakland Schools (“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 2022-23 school year, unit members shall receive one-time compensation as follows:
 - i. In-lieu of a retroactive salary increase, unit members employed by the District during the 2022-23 school year and who remain actively employed at the time of ratification of this Agreement by the Board of Education, shall receive a one-time off schedule payment of \$5,000.00. For unit members who are less than a 1.0 FTE, this one time payment shall be prorated consistent with their FTE.
- b. For the 2023-24 school year, 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 payment of \$5,000.00. **For unit members who are less than a 1.0 FTE, this one time payment shall be prorated consistent with their 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.
- c. **Additionally, to support the retention of Administrators in OUSD, unit members who return to the District during the 2024-25 school year and are actively employed as of September 1, 2024, shall receive a one-time off schedule payment equal to \$5,000.**

Duration of the Agreement (extension of the CBA)

1. (Article 17.1)

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.

1. 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.

2. Any provisions of the CBA inconsistent with this Side Letter Agreement shall be deemed modified henceforth. All components of the current CBA between United Administrators of Oakland Schools 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.

United Administrators of Oakland Schools

OAKLAND UNIFIED SCHOOL DISTRICT

By: Lee Thomas
Lee Thomas (Dec 6, 2023 16:07 PST)

By: GIA WHITE
GIA WHITE (Dec 6, 2023 16:12 PST)

By: _____

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