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# Board Cover Memorandum

**To** Board of Education

**From** Denise Saddler, Interim Superintendent  
Ryan Nguyen, Chief Financial Officer  
Jenine Lindsey, Interim General Counsel

**Meeting Date** February 25, 2026

**Subject** Tentative Agreement, as Agreement Between the District and the Service Employees International Union (“SEIU”), Local 1021 ((OSEA and OCDPA) - November 1, 2024 - June 30, 2027

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**Ask of the Board** Approval by the Board of Education of Tentative Agreement (“TA”), as Agreement between the District and the Service Employees International Union (“SEIU”), Local 1021, with disclosure of all applicable AB 1200 requirements.

**Background** The TA between the District and SEIU, shall become effective November 1, 2024 and shall remain in full force and effect until June 30, 2027.

**Discussion** 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.”

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**

Description	Year 1	Year 2	Year 3	Cumulative cost over 3 years
On-going Fiscal Impact	\$9,917,304	\$13,651,964	15,343,382	\$38,912,650
Total Fiscal Impact	\$9,917,304	\$13,651,964	15,343,382	\$38,912,650

**Attachment(s)**

- Tentative Agreement between the District and SEIU
- Public Disclosure of Collective Bargaining Agreement AB 1200

**Tentative Agreement Between  
SEIU Local 1021 Oakland School Employees Association (“OSEA”)  
Collective Bargaining Agreement (“CBA”)  
November 1, 2024 – June 30, 2027**

**SEIU Local 1021 Oakland Child Development Paraprofessional Association  
 (“OCDPA”)  
Collective Bargaining Agreement (“CBA”)  
November 1, 2024 – June 30, 2027**

*December 5, 2025*

**ARTICLE 3 – WAGES (OSEA)**

**A. Wages**

1. **Ongoing Compensation for School/Fiscal Years 2024-25, 2025-26 and 2026-27**
  - (a) **Effective July 1, 2025 all unit members' salary schedules shall be increased by fourteen percent (14%).**
  - (b) **Effective July 1, 2026 all unit members' salary schedules shall be increased by two percent (2%).**
2. **Salary Schedule Adjustment**

**Effective January 1, 2027 all unit members will be paid a minimum hourly rate per hour such that if any of the salary schedule increases in sections (a) and (b) above bring the hourly rate below \$25 dollars, the unit members shall be paid \$25 dollars per hour. If any increases in sections (a) and (b) result in a salary schedule hourly rate above \$25 per hour the unit member shall be paid the corresponding hourly rate.**
3. **Eligibility**

**Unit members employed by the District at the time this tentative agreement is approved by the Board of Education shall be eligible for the salary increases in this section.**
4. 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 2021-2022 school year do not endanger the fiscal well-being of the District. The Board's ratification of the Agreement shall occur within 15 days of receipt of the AB 1200 letter from ACOE with such a determination.

5. Me-Too-Clause: If any represented/unrepresented employee, group, and/or bargaining unit receive a wage increase, the District agrees to negotiate a wage increase for the OSEA/OCPDA represented bargaining unit employees.

OCDPA

Article 10 - COMPENSATION (OCDPA)

A. Wages

1. Ongoing Compensation for School/Fiscal Years 2024-25, 2025-26 and 2026-27
  - (a) Effective July 1, 2025 all unit members' salary schedules shall be increased by fourteen percent (14%).
  - (b) Effective July 1, 2026 all unit members' salary schedules shall be increased by two percent (2%).
2. Salary Schedule Adjustment

Effective January 1, 2027 all unit members will be paid a minimum hourly rate per hour such that if any of the salary schedule increases in sections (a) and (b) above bring the hourly rate below \$25 dollars, the unit members shall be paid \$25 dollars per hour. If any increases in sections (a) and (b) result in a salary schedule hourly rate above \$25 per hour the unit member shall be paid the corresponding hourly rate.

  - a. Nothing in this article will preclude the parties from initiating the meet and confer process pertaining to implementation of Measure C provisions, including the implementation of the \$25 minimum wage for Instructional Aides working in Early Childhood Education (ECE).
3. Eligibility

Unit members employed by the District at the time this tentative agreement is approved by the Board of Education shall be eligible for the salary increases in this section.
4. 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 2021-2022 school year do not endanger the fiscal well-being of the District. The Board's ratification of the Agreement shall occur within 15 days of receipt of the AB 1200 letter from ACOE with such a determination.

5. Me-Too-Clause: If any represented/unrepresented employee, group, and/or bargaining unit receive a wage increase, the District agrees to negotiate a wage increase for the OSEA/OCPDA represented bargaining unit employees.

**OSEA (ARTICLE 3 WAGES) & OCDPA (ARTICLE 10 -  
COMPENSATION) ARTICLE 3 - WAGES**

**N. Pay Statements**

**OUSD pay statements should clearly list the following information below;  
~~and when applicable, include type of dock with corresponding date(s):~~**

- 1. Gross wages earned**
- 2. Total hours worked**
- 3. All deductions**
- 4. Net wages earned**
- 5. The inclusive dates of the period for which the employee is paid**
- 6. The name of the employee and employee identification number**
- 7. The name and address of the legal entity that is the employer**
- 8. Hourly rate and number of hours worked by the employee**

**ARTICLE 10 - COMPENSATION**

**G. Pay Statements**

**OUSD pay statements should clearly list the following information below;  
~~and when applicable, include type of dock with corresponding date(s):~~**

- 1. Gross wages earned**
- 2. Total hours worked**
- 3. All deductions**
- 4. Net wages earned**
- 5. The inclusive dates of the period for which the employee is paid**
- 6. The name of the employee and employee identification number**
- 7. The name and address of the legal entity that is the employer**
- 8. Hourly rate and number of hours worked by the employee**

OCDPA

ARTICLE 6 - HOURS OF EMPLOYMENT

C. Rest Periods

1. Full-time regular employees are entitled to two (2) 15-minute rest periods, one in the first half of the workday and one in the second half of the workday. **Effective January 1, 2026, unit members/paraprofessionals who work six (6) or more hours a day shall be entitled to two (2) separate fifteen (15)-minute rest periods per work day as scheduled by the unit member's supervisor.**

2. Part-time regular employees who work four continuous hours per day or more shall be entitled to a 15-minute rest period during the three-or-more hour work period.

3. Rest periods shall be scheduled by the immediate supervisor and shall not be used to lengthen the unit member's lunch period, shorten the regular workday or compensate for lost time.

**4. Should a rest period or meal period be interrupted for a District-related reason at the direction of the Supervisor ~~will, provide a comparable period of break time during the same work week and preferably the same work day.~~ the time lost shall be rescheduled for and on that day by the supervisor.**

**OSEA/OCDDPA**

**ARTICLE 3 SECTION M - WAGES (OSEA)**

**ARTICLE 10 SECTION F- COMPENSATION (OCDDPA)**

Classified School Employee Summer Assistance Program ("CSESAP")

**The District will apply to participate in the Classified School Employee Summer Assistance program (CSESAP) through the State of California if it is reasonable to do so subject to available resources and other operational considerations. Upon approval, the District shall make efforts to make the program available to all potentially eligible classified employees as practicable. CSESAP provides matching state funds to local educational agencies (LEAs) participating to be paid out during the summer recess period to participating classified employees. The District will make efforts for employees to be able to participate as soon as practically possible. The District will make efforts, as allowable, to establish procedures for notifying potentially eligible employees by mail or email regarding election forms and participation deadlines. The District may determine eligibility of unit members who submit election forms in accordance with deadlines established by the California Department of Education (CDE) and the California Education Code.**

**Unit members must submit requests for deductions annually using the District's CSESAP Enrollment Form on or before the deadlines as required by Education Code Section 45500. Once a unit member submits the enrollment form requesting deductions, the unit member may not revoke or change the requests unless allowable under the requirements of Education Code Section 45500.**

**CENTRAL AMBASSADORS CELL PHONES**

OSEA

**ARTICLE 3- WAGES**

**C. Effective January 1, 2026, all Central Culture Climate Ambassadors shall receive a monthly cell phone stipend of fifty dollars (\$50). The Parties acknowledge that this cell phone stipend is based on the Culture and Climate Ambassadors unique duties and current programmatic need.**

**ARTICLE 48 - SAFETY EQUIPMENT**

**~~C. The District shall provide all central Culture and Climate Ambassadors with a District-issued cell phone to carry and use for work-related duties only, due to the emergent dispatch nature of the classification.~~**

OSEA

**ARTICLE 3 - WAGES**

Within 60 days of board approval of a tentative agreement reached by the Parties on successor contract negotiations, the District and SEIU shall hold a standard meet and confer meeting over the salary range, job description and minimum qualifications for a Library Technician II classification for revisions effective July 1, 2026.

The job description revision shall include a recognition of the additional education requirements for Library Technician II for those who hold a certificate of Achievement in Library Technology or Associate in Science in Library Technology, or a Master of Library and Information Science (MLIS) to the new Library Technician II classification.

OSEA

**ARTICLE 9 - NON-DISCRIMINATION**

The District shall not discriminate against a unit member covered by this Agreement on the basis of sex, race, color, **ethnicity**, religious creed, national origin, ancestry, age ~~over 40~~, marital status, **family status**, pregnancy, **physical or mental** disability, medical condition, **genetic information**, **military or veteran status**, **gender identity or expression**, actual or perceived sexual orientation, **political affiliation**, **citizenship or immigration status**, or membership in SEIU or participation in its activities. Disabled unit members may request reasonable accommodation. The District shall comply with all State and Federal Laws and District Board Policies and Administrative Regulations.

OCDPA

**ARTICLE 4 - NON-DISCRIMINATION**

~~The District and the Union shall not discriminate against an employee covered by this Agreement on the basis of race, color, religious creed, age, sex, national origin, ancestry, political affiliation, domicile, marital status, actual or perceived sexual orientation, pregnancy disability, medical condition, Vietnam-era veteran status, or membership or participation in the activities of the Union. Disabled employees may request a reasonable accommodation.~~

The District shall not discriminate against a unit member covered by this Agreement on the basis of sex, race, color, **ethnicity**, religious creed, national origin, ancestry, age ~~over 40~~; marital status, **family status**, pregnancy, **physical or mental** disability, medical condition, **genetic information**, **military or** veteran status, **gender identity or expression**, actual or perceived sexual orientation, **political affiliation**, **citizenship or immigration status**, or membership in SEIU or participation in its activities. Disabled unit members may request reasonable accommodation. The District shall comply with all State and Federal Laws and District Board Policies and Administrative Regulations.

## ARTICLE 13 - CLASSIFICATIONS

### G. Occupational Therapists ~~Workload Equity~~

#### Workload Equity Reviews

The District shall provide Occupational Therapists (OTs) their caseload assignments by the first return-to-work day of the school year, which may be subject to change based on enrollment fluctuation. The District shall conduct Occupational Therapist workload equity reviews by September 30 and January 31, or upon request by an OT, within 7 working days of such a request. Outside of the scheduled semiannual times, an individual Occupational Therapist may request a special evaluation of their workload three (3) times per year (i.e. five (5) times total per year between the individual reviews and the regularly-occurring semi-annual reviews) using the appropriate request form submitted to their supervisor.

During these reviews, the Director of Related Services or appropriate Special Education Department administrator designee shall assess workload factors, including:

- Caseload size and service intensity (i.e., direct, consultation)
- Travel and site assignments
- Evaluations and consultations (including related observations, as appropriate)
- Indirect responsibilities

If inequities are identified, the District will schedule a meeting including the impacted Occupational Therapist(s) and their supervisor within 10 business days and will document proposed and agreed-upon adjustments to workload in writing. In the event that the parties are unable to develop a mutually-agreeable workload support plan, the impacted Occupational Therapist(s), the District, and SEIU Local 1021 shall meet within ten (10) business days to determine appropriate remedies, which may include reassignment of workloads, redistribution of staff, or other mutually agreed-upon solutions.

**OSEA ARTICLE 28/OCDPA ARTICLE 15 - NEW TECHNOLOGY**

**A. "New technology" is defined as the introduction of automated machinery and systems, which significantly alters a unit members' work.**

**~~B. A unit member whose work is altered by new technology shall be given on-the-job training.~~**

**~~C. A unit member shall not be eliminated or reduced by new technology, including Artificial Intelligence (AI).~~**

**D. Nothing in this article shall cause productivity to be limited, increase the time required to do any work, or restrict the District's use of new Technology.**

**E. The District agrees to meet-and-confer with the Union regarding the potential effects of this new and evolving technology which could potentially affect unit members and how to best move forward in the best interests of both unit members and students. Additionally, either Party may add the implementation of AI to the standing SEIU/OUSD Labor Management meeting agenda. ~~prior to its implementing any new technology which substantially alters unit members' job duties.~~**

OSEA

ARTICLE 34 - IN-SERVICE TRAINING

Memorandum of Understanding to establish within sixty (60) days of ratification of successor agreement between the parties.

H. Library Leadership Team & Mentorship Program and Stipend

The Parties recognize the importance of providing high-quality library services to students, teachers, staff, and families. By providing peer-to-peer onboarding, training, and mentorship for District employees, OUSD libraries are able to achieve strong library programming aimed at engaging students to become skilled users of information and technology, fostering academic growth and information literacy.

~~1. Library Leadership Team & Mentorship Program Stipend~~

~~The District shall implement the Library Leadership Team & Mentorship Program as follows:~~

~~a. Six (6) District library staff employees shall be selected to provide trainings (peer-to-peer support) to other permanent library staff employees. Comprised of:~~

~~Three (3) SEIU Bargaining Unit Members~~

~~Three (3) OEA Bargaining Unit Members~~

~~b. The term of the Library Leadership Team & Mentorship shall be up to two (2) years.~~

~~c. Each mentor shall receive a \$6,000.00 annual stipend paid monthly over ten (10) months.~~

~~d. Each fiscal year, SEIU, OEA, and OUSD shall designate no more than two (2) individuals to meet and confer regarding the criteria for library mentors, the selection process, and the implementation of the program, prior to implementation.~~

~~e. Mentors may perform no more than eight (8) hours of mentoring services per month.~~

2. Duties

The mentors' duties may include:

a. Develop your leadership skills with relevant OUSD partnerships b.

- ~~c. Train new library staff, including: hosting shadow days and meetings~~
- ~~c. Provide ongoing support for new and existing library staff~~
- ~~d. Design meaningful professional development for library staff and gather feedback~~
- ~~e. Collaborate with Secondary Literacy Coordinator on OUSD library services' goals and priorities~~
- ~~f. Collaborate on book lists and other library resources~~
- ~~g. Assist with supply ordering and distribution for District libraries~~
- ~~h. Plan social gatherings and celebrations to celebrate our library community~~

### 3. Eligibility

Library mentors must meet the following criteria:

- ~~a. Have supported a school site in a library capacity for at least four (4) years;~~
- ~~b. Must be seen as a team player at their site and provide great support to students, families, staff and community members;~~
- ~~d. Have excellent attendance, as evidenced by their principal and/or recent evaluations;~~
- ~~f. Enjoy learning and sharing information;~~
- ~~g. Have transportation to get to various sites/offices at least one (1) day per week as well as to team meetings;~~
- ~~h. Receive approval from their principal to participate in the Library Leadership Team & Mentorship Program;~~
- ~~i. Mentor shall be employed at least 0.75 FTE~~
- ~~j. Read emails sent by the Secondary Literacy Coordinator for library updates~~

### 4. Additional Agreements

- ~~a. To mitigate the impacts of this provision to school site operations, principals will be contacted to ensure that those identified to participate have principal approval.~~
- ~~b. The District will collaborate with the President of said bargaining units and/or their designees on the final list of qualified library staff selected and additional criteria used for selection.~~

OSEA

## ARTICLE 34 - IN-SERVICE TRAINING

### I. Occupational Therapist/Physical Therapist (OT/PT) Mentorship

The Parties recognize the importance of providing high-quality OT and PT Special Education services to students, teachers, staff, and families. By providing peer-to-peer onboarding, training, and mentorship for newly hired OT/PT team members.

#### 1. OT/PT Onboarding Mentorship Stipend

The District shall implement an an OT/PT mentorship program including a stipend as follows:

a. One (1) District OT/PT employee shall be selected to provide peer-to-peer training and support to onboard newly hired OT/PT employees comprised of:

- One (1) OT SEIU Bargaining Unit Member (not to exceed 2 mentees) Per OT Hire
- One (1) PT SEIU Bargaining Unit Member (not to exceed 2 mentees) Per PT Hire

b. The term of the OT/PT onboarding mentorship shall be six (6) months.

c. Each OT/PT Onboarding Mentor shall receive a \$4,000.00 annual stipend at the end of the mentorship period (six (6) months). ~~(\$2,000 payable twice a year in December and June).~~

d. OT/PT Onboarding Mentors will perform three (3) hours of training mentoring services per week.

#### 2. The onboarding mentor(s) duties shall include:

a. Providing support and training for new OT/PT staff, including: IEP support, provision of services, caseload management, OUSD specific assessment protocols, standardized tests, treatment planning, documentation, and clinical reasoning.

#### 3. Eligibility

OT/PT Onboarding Mentors must meet the following criteria:

- a. Must be an OUSD OT/PT unit member for at least four (4) years:
- b. Shall be employed at least 0.8 FTE for the period in question:

**c. Must be seen as a team player and show leadership skills, as evidenced by their supervisor and/or recent evaluations:**

**d. Enjoy learning and sharing information.**

**4. Additional Agreements**

**a. The Director of Special Education Related Services will collaborate with the President of the SEIU bargaining unit and/or their designees on the final list of qualified OT/PT selected and additional criteria used for selection.**

OSEA

**ARTICLE 34 - IN-SERVICE TRAINING**

C. The District agrees to provide on-going training to all ~~School Security Officers~~ ("SSOs") **Culture and Climate Ambassadors and Culture Keepers, including trainings for restorative and de-escalation practices. Unit members shall attend any mandatory training offered by the District.**

**OSEA/OCDDPA**

**ARTICLE 35 - USE OF DISTRICT FACILITIES (OSEA)**

A. The Union shall have the right to use District facilities at reasonable times for the purpose of holding Union meetings by following Civic Center rules and procedures.

B. The District recognizes the importance of providing adequate facilities for Occupational and Physical Therapists performing special services at each worksite. To that end, the District agrees that Occupational and Physical Therapists will have a room that includes a locking door, and a locking file wherever possible. These spaces may be shared with other service providers.

**C. The District and Unit members shall comply with the Education Code 51512 regarding the use of recording devices in classrooms, inclusive of libraries when used as classrooms.**

**ARTICLE 22 - Union Rights (OCDDPA)**

*(New Section)*

**The District and Unit members shall comply with the Education Code 51512 regarding the use of recording devices in classrooms, inclusive of libraries when used as classrooms.**

**Tech Services Designated Spaces**

OSEA

**ARTICLE - 35 USE OF DISTRICT FACILITIES**

**C. The District recognizes the importance of providing a designated workspace for Technology Services unit members. To that end, the District will provide reasonable access to workspaces and equipment for unit members to be able to conduct their duties agrees that all Technology Services unit member classifications will have dedicated workspaces that include: a desk, chair, monitor, adequate electrical needs, network connectivity, and storage. In addition, a private secure office space will be provided may be reserved by unit members at the Central Office for classifications whose job duties require privacy.**

OSEA

**ARTICLE 48 - SAFETY EQUIPMENT**

A. The District agrees to authorize up to **\$20,000** to purchase protective equipment for Noon Supervisors, ~~and Culture and Climate Keepers (formerly School Security Officers),~~ ~~and Culture and Climate Ambassadors,~~ **and translators and interpreters.**

**B. Interpreter & Translators Safety Equipment**

**The District will make efforts to provide Interpreters and Translators with equipment necessary to safely perform the duties within the respective classifications. Equipment will ~~take into consideration~~ comply with International Safety Standards that limit sudden loud sounds and warns the user when sound volume is too high for a sustained time. Equipment may include: external microphones, audio limiters, and access to quiet or soundproof spaces.**

OSEA and OCDPA

**ARTICLE 51 (OSEA) and 28 (OCDPA)- OUTSOURCING**

The District agrees it will not outsource bargaining unit work by contract or subcontract without prior notice and an opportunity to engage in the Meet and Confer process upon the request of SEIU.

- a. An agreement shall not be unreasonably denied if the District has exemplified its exhausted efforts to hire, including all recruitment efforts and has posted a position in an attempt to provide legally mandated services to students.
- b. To the extent that prior to the date of this CBA, the District has contracted or subcontracted out labor performed by SEIU Local 1021 unit members, the parties recognize that such contracts cannot be immediately terminated and labor severed without sufficient notice, and instead will meet and confer to restore the labor performed to the bargaining unit.
- c. This provision does not apply to temporary emergency situations, ~~or reasons of operational necessity, including but not limited to, employee resignation or such as retirement with less than one month's notice; short-term; unscheduled employee absences;~~ long-term employee absences from work or leave necessitated by illness or on the job injuries ~~and/or for purposes of extended vacation; and unscheduled absences as a result of placement on administrative leave.~~ In such cases, the District will use its best efforts to inform SEIU as soon as practical, ~~and before contracted work commences, after seventy-two hours of contracting out.~~

SEIU LOCAL 1021



Trish Belenson (Dec 8, 2025 17:44:51 PST)

Trish Belenson, President



Hari Subramanian (Dec 8, 2025 18:06:10 PST)

Hari Subramanian, Field Team Supervisor  
SEIU Local 1021

OAKLAND UNIFIED

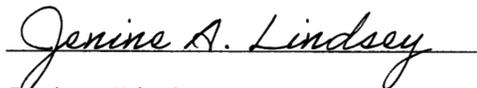


Gia White, Labor Relations Coordinator



Diana Bolanos (Dec 8, 2025 18:15:20 PST)

Diana Magana Bolanos, Labor Analyst



Jenine Lindsey, General Counsel



# Alameda County Office of Education

Alysse Castro, Superintendent

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February 18, 2026

Dr. Denise Saddler, Interim Superintendent  
Members of the Board of Education  
Oakland Unified School District (OUSD) via email

RE: Public Disclosure of the Collective Bargaining Agreement between OUSD and the Service Employee International Union Local 1021 (SEIU)

Dear Superintendent Saddler and Members of the Board,

On January 2, 2026, ACOE received the Public Disclosure of the Collective Bargaining Agreement (CBA) and Tentative Agreement (TA) between OUSD and SEIU Local 1021. As initially submitted, the disclosure did not contain sufficient information to fully understand the financial impact of the agreement, and additional information was requested pursuant to Government Code § 3540.2. A revised AB1200 disclosure was subsequently received on February 11, 2026.

Public disclosure of collective bargaining agreements is required under Government Code § 3547.5 and AB 1200 (Statutes of 1991, Chapter 1213). The County Superintendent is required to review:

1. The major provisions and costs of the agreement for the current and subsequent years are disclosed in a standard format established by the State.
2. The district superintendent and chief business official (CBO) certify in writing that the District can afford the costs and itemize any budget revisions necessary to meet the agreement's costs in each year of its term.
3. If a school district does not adopt the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the District in the next interim report.

#### Provision and Costs:

The TA, covering the period from November 01, 2024 through June 30, 2027, is scheduled for OUSD's Governing Board action on February 28, 2026, and includes the following provisions:

- Effective July 1, 2025, a 14% ongoing salary schedule increase
- Effective July 1, 2026, an additional 2% ongoing salary schedule increase
- Effective January 1, 2027 all unit members will be paid a minimum hourly rate per hour of \$25. Unit members employed by the District at the time this tentative agreement is approved by the Board of Education shall be eligible for the salary increases in this section.

The District indicates a projected salary increase for SEIU-represented positions had already been incorporated into reserves and that costs will initially be funded through budget revisions by moving funds from Object 4394 – originally set aside for future board priorities such as negotiations – to the appropriate salary and benefit Object codes.

#### Fiscal Impact of the Tentative Agreement

According to the revised Public Disclosures and supporting documents submitted on February 11, 2026, the fiscal impact of this agreement on the General Fund is as follows:



# Alameda County Office of Education

Alyse Castro, Superintendent

Description	Year 1	Year 2	Year 3	Cumulative 3 years
Ongoing Fiscal Impact	\$9,917,304	\$13,651,964	\$15,343,382	\$38,912,650
Total Fiscal Impact	\$9,917,304	\$13,651,964	\$15,343,382	\$38,912,650

*\*This Public Disclosure does not account for the fiscal impact of this agreement on other funds, including Fund 110 (Adult Education), Fund 120 (Child Development), Fund 130 (Cafeteria), Fund 210 (Building) and Fund 670 (Self Insurance). The estimated combined impact to these funds is approximately \$993,000.*

### Fiscal Impact and Multiyear Obligations

The ongoing costs of this agreement increase the District’s structural deficit in subsequent years. The revised Multiyear Projection included in the February 11 disclosure identifies the need for approximately \$78.1 million in reductions in 2026–27 and \$72.4 million in 2027–28 to maintain a balanced budget. While the District is revising its financial projections, those projections rely on reductions and financial adjustments that are not yet fully board-approved. As such, affordability is contingent upon timely and full implementation of identified reductions.

### Certification of Affordability:

The District’s revised Disclosure, submitted on February 11, 2026, will need to be signed by the Superintendent and the Interim fiscal team and approved by the board as required by *Government Code Section 3547.5*. The District’s ability to fund this agreement depends on full implementation of Board Resolution No. 2526-0177A, including the \$27 million in immediate emergency strategies and the multiyear reductions reflected in the MYP. Failure to implement these reductions would undermine the certification and could result in a Negative certification in subsequent reports pursuant to Government Code § 3547.5(c).

### Long-Term Implications

OUSD is continuing a pattern of adding new expenses before making the cuts and tradeoffs to afford them. The District has not yet identified the sustainable, ongoing solutions required to offset these new ongoing commitments and costs. This agreement, while it predates the current leadership team, repeats OUSD’s same pattern of entering into multi-year financial commitments without clearly identified, Board-approved, and sustainable ongoing solutions necessary to achieve and support long-term fiscal solvency.

While ACOE maintains fiscal oversight of the districts within Alameda County, the responsibility for implementing sustainable solutions rests with the district Governing Board. We urge immediate and sustained action to align expenditures with revenues and preserve fiscal stability for Oakland students.

Please contact my office with any questions regarding this review.

In community,

Alyse Castro  
Alameda County Superintendent of Schools



# Alameda County Office of Education

Alysse Castro, Superintendent

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cc: Ryan Nguyen, Chief Financial Officer, Oakland USD  
La Tanya Kirk-Carte, Fiscal Advisory Team, Hazard, Young, Attea & Associates (HYA)  
Ruben Frutos, Fiscal Advisory Team, Hazard, Young, Attea & Associates (HYA)  
Allan Garde, Associate Superintendent of Business Services, ACOE  
Shirene Moreira, Chief of District Business & Advisory Services, ACOE  
Julia Xu, Director III, District Advisory Services, ACOE