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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Josh Daniels, Chief Governance Officer
[Jenine Lindsey, Executive Director of Labor Strategy & ADR]

Meeting Date November 30, 2022

Subject AB 1200 Public Disclosure, Certification of Cost and Board Ratification of Memorandum of Understanding Between Oakland Education Association, Service Employees International Union Local 1021, United Administrators of Oakland Schools, American Federation of State, County and Municipal Employees and the Oakland Unified School District.

Ask of the Board Approval of the Memorandum of Understanding (“MOU”) between Oakland Education Association (“OEA”), Service Employees International Union Local 1021 (“SEIU Local 1021”), United Administrators of Oakland Schools (“UAOS”), American Federation of State, County and Municipal Employees (“AFSCME”) and the Oakland Unified School District (“OUSD”) pending compliance with Government Code section 3547.5, all applicable AB 1200 disclosure requirements, and all necessary follow-up actions as determined by the Alameda County Office of Education (“ACOE”).

Background OUSD and signatory labor partners are committed to supporting the health and wellness of students and staff. As a number of community partners have also demonstrated this commitment through grant funding, the subject MOU has been reached to support various health related student initiatives in OUSD. Attached to this memo and legislative file is the MOU in its entirety which includes additional compensation to signatory union members performing additional duties to support specific health related initiatives through May 30, 2023.

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.

Discussion 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 **Summary of Projected Cost**
2022-23 One-time Cost \$500,000

The above one time payments will be funded from the District's one time COVID Fund Resources 3213 ESSER III.

Attachment(s)

- MOU Regarding Additional Compensation- Health Related Stipends

Memorandum of Understanding
between
the American Federation of State, County Municipal Employees;
the Oakland Education Association;
the Service Employees International Union; and
the United Administrators of Oakland Schools
and the
Oakland Unified School District
Regarding Safety and Safety Leads During the COVID-19 Pandemic
2022-23 School Year

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County Municipal Employees (“AFSCME Local 257”), Service Employees International Union (“SEIU Local 1021”), the Oakland Education Association (“OEA”) and the United Administrators of Oakland Schools (“UAOS”) and the Oakland Unified School District (the “District”) collectively referred to (as the “Parties”). Regarding safety and unit members appointed as Safety Leads.

WHEREAS, the Parties are committed to working together to support the safety and wellbeing of students and staff during the COVID 19 pandemic;

WHEREAS, unit members across bargaining units have completed training and professional development on COVID safety thereby gaining a wealth of knowledge and experience essential to maintaining safety protocols set forth by the Alameda County Public Health Department (“ACPHD”);

WHEREAS, such unit members having completed COVID safety training volunteered to be the Safety Lead at their sites;

WHEREAS, Safety Leads are temporarily assuming additional responsibilities outside the scope of their current classification;

THEREFORE, the Parties agree as follows:

1. Effective July 1, 2022 through May 31, 2023 unit members appointed as Safety Leads shall be compensated for performing duties shown in *Attachment A- Summary of Safety Lead Duties* as follows:
 - a) Safety Leads at school sites with under 500 students shall receive a \$2,000 stipend at the end of the Fall and a \$2,000 stipend at the end of the Spring semester.
 - b) Safety Leads at school sites with 501 students or more shall receive a \$3,000 at the end of the Fall semester and a \$3,000 stipend at the end of the Spring semester.
 - c) Student counts shall be determined as of day (20) twenty day of the academic school year.

Safety Lead MOU

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2. The Parties agree the following safety protocols will remain in effect as needed through December and may extended, as needed through, by mutual agreement through the end of the 2022-23 school year:

- a) Maintain enhanced ventilation/filtration in regularly occupied spaces, and access to enhanced filtration in Home & Hospital settings.
- b) Provide staff with PPE, including quality masks, upon request.
- c) Provide rapid antigen (“at home”) Covid tests upon request to staff subject to availability of tests.
- d) Provide exposure notifications to employees, consistent with California state regulations.
- e) Prioritize coverage of classroom teacher absences, to the extent possible during periods of high transmission, by assigning non-classroom unit members and available administrators to assist with uncovered absences.

All components of the collective bargaining agreements, not addressed by this MOU, shall remain in effect. This MOU shall expire in its entirety, without precedent, on May 30, 2023 and shall not be extended unless by mutual written agreement.


 Keith Brown (Aug 8, 2022 09:32 PDT)

Keith Brown, President, OEA


 Lee Thomas (Aug 4, 2022 12:57 PDT)

Lee Thomas, President, UAOS


 Yvette Clements (Aug 25, 2022 11:23 PDT)

Yvette Clements, Interim President, AFSCME

Name: Gary Yee
 Title: President, Board of Education

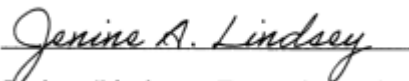
Signature:  Date: 12-1-2022


 Phyllis Copes (Aug 6, 2022 14:11 PDT)

Phyllis Copes, President, SEIU

Name: Kyla Johnson-Trammell
 Title: Superintendent & Secretary, Board of Education

Signature:  Date: 12-1-2022



Jenine Lindsey, E.D. Labor Strategy & ADR

Attachment A- Summary of Safety Lead Duties

1. Attend and complete initial Safety Lead training and follow up training meetings held periodically during the school year.
2. Coordinate and stay current with Safety Partner Lead, medical advisors, Health Services, and Talent on health/Covid-19 safety policies & procedures.
3. Be included, if not already, on the School Site Safety Plan team and assist as relevant to COVID-19 safety procedures and protocols.
4. Provide training to staff, families, students on public health and safety procedures. 5. Coordinate PPE ordering, assist on managing inventory to ensure a constant 30-day supply for school and distributing PPE supplies.
6. Distribute at-home tests to students and staff, when available. Tests will be made available, at a minimum, prior to each major school break of a week or more, including Thanksgiving, Winter, and Spring Breaks.
7. Monitor school routinely to ensure safety protocols and procedures are being followed by students, staff, family and visitors and correct issues or requests for guidance as they arise. 8. Share best practices with the other Safety Leads around the district.
9. Support reporting COVID positive, close contact, or symptoms to the appropriate contact tracing team.
10. Maintain confidentiality for any COVID related cases.