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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Joshua R. Daniels, General Counsel
Jenine A. Lindsey, Executive Director of Labor Relations & ADR

Meeting Date November 12, 2020

Subject Side Letter between American Federation of State, County, and Municipal Employees Local 257 and Oakland Unified School District regarding the impacts of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year, the California Department of Public Health Framework for K-12 Schools (guidance regarding distance learning and in-person instruction) and other federal state and local guidelines

Action Requested Approval by the Board of Education of Side Letter (“Side Letter”) between American Federation of State, County, and Municipal Employees Local 257 and Oakland Unified School District regarding the impacts of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year, the California Department of Public Health Framework for K-12 Schools (guidance regarding distance learning and in-person instruction) and other federal state and local guidelines

Background On July 17, 2020, Governor Gavin Newsom announced his plan for learning and safe schools ahead of the 2020–2021 school year, as the California Department of Public Health (“CDPH”) issued the COVID-19 and Reopening Framework for K-12 Schools in California (“CDPH July 17 Framework”). The CDPH Framework addresses when and how schools should reopen for in-person instruction as the 2020-21 school year approaches. The CDPH guidance ties the ability of school districts to offer in-person instruction to overall disease conditions in its county, as tracked by the [State’s County Monitoring List](#). Alameda County was placed on the State’s Monitoring List on July 12, 2020.

On August 25, 2020, the CDPH issued important cohort guidance. Under the new guidance, school Districts otherwise prohibited from providing in-person instruction under the CDPH July 17 Framework are now explicitly authorized to offer small-group, in-person "specialized services, targeted services and support" for students. This applies to both elementary and secondary schools.

On September 9, 2020, the bargaining teams for AFSCME and the District concluded negotiations of the impacts of the school closures and guidance issued by state local and federal authorities described above resulting in the subject MOU. The MOU is effective September 9, 2020 and expires on March 31, 2021.

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.

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.” Alameda County Office of Education has reviewed the Side Letter and has not provided any notice that it would endanger the fiscal well-being of the District (see attached letter).

Fiscal Impact

Projected costs that would be incurred by OUSD under the Side Letter: \$788,112 for the 2020-21 fiscal year only. There are no projected changes to the Unrestricted General Fund as the Side Letter is being funded by Resource 3210 (CARES).

Attachments

- Side Letter between American Federation of State, County, and Municipal Employees Local 257 and Oakland Unified School District regarding the impacts of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year, the California Department of Public Health Framework for K-12 Schools (guidance regarding distance learning and in-person instruction) and other federal state and local guidelines
- Alameda County Office of Education Letter (Dated November 6, 2020) Re: 2020-21 Adopted Budget Approval & Collective Bargaining Review
- AB 1200 Public Disclosure Documents (AFSCME)
- AB 1200 Public Disclosure Documents (OEA, SEIU, AFSCME)

**Side Letter of Agreement
Between
Oakland Unified School District
and
American Federation of State, County, and Municipal Employees, Local 257**

This is a Side Letter of Agreement (Agreement) between Oakland Unified School District (District) and American Federation of State, County, and Municipal Employees, Local 257 (AFSCME), collectively “Parties” related to the impacts of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California Department of Public Health Framework regarding Distance Learning and guidelines regarding in-person instruction, District’s Learning Continuity and Attendance Plan (pursuant to AB 77 and SB 98) and other federal state and local authorities guidelines.

The District and AFSCME recognize that our State, Nation and local communities are experiencing extraordinary events in the challenge to contain the COVID-19 virus. The Parties recognize the importance of maintaining clean and safe facilities, providing instructional support to students, servicing students with medical needs, and providing meal services to children in need. Therefore the District and AFSCME agree as follows:

I. Health, Safety and Mental Health

- A. The District agrees it will provide a safe and healthy workplace and to correct any and all unsafe conditions, including but not limited to COVID-19 protocols and safety/health hazards. This includes the District’s commitment to comply with all federal, state and local laws, guidelines rules and regulations. The District agrees to investigate all hazards, unsafe conditions and accidents brought to its attention with urgency, without delay, and to promptly remedy all hazards and unsafe conditions as found in its investigation.
- B. The District recognizes that COVID-19 not only impacts the safety and physical health of unit members, but also their mental health. To help unit members navigate through this crisis and manage stress, anxiety and depression during this difficult time, the District is committed to providing support to its employees, including sharing information about the resources and services offered through District benefits and it’s Employees Assistance Program (EAP).
- C. To minimize the spread of COVID-19, unit members will follow all safety procedures and protocols established by the District. The District shall consult with AFSCME on any new procedures established.

II. Training and Tools, Equipment and Technology Devices

The District agrees to provide AFSCME bargaining unit members with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, tools, equipment, and devices. Unit members will not be required to work, operate, use any tools, equipment and/or any devices until the unit member has been fully trained. Unit members shall be paid to attend such trainings. In addition, the District agrees to provide unit members with the proper tools, equipment, and technology devices necessary to perform their job. If unit members are required to use their own personal tools, equipment or devices, the unit member may submit a request to be reimbursed subject to Board Administrator Regulation 4156.3 and all applicable state and federal law.

III. Personal Protective Equipment (PPE)

The District shall ensure appropriate precautions (i.e. social distancing) and agrees to provide AFSCME bargaining unit members with PPE which includes but not limited to face masks/shields, eye protection, gloves, hand sanitizer, protective clothing such as coveralls, gowns, aprons and other safety and protective equipment as required or recommended by the Centers for Disease Control and Prevention (CDC), Cal/OSHA and other local, state, and federal authorities.

IV. Special Assignments

The District and AFSCME recognize that the implementation of the District's Learning Continuity and Attendance Plan (pursuant to AB 77 and SB 98) and other federal state and local authorities requirements during the COVID-19 Pandemic period may warrant new temporary "Special Assignments" to mitigate learning loss which include tasks above, beyond and outside the scope of current classifications that are most appropriately performed by AFSCME bargaining unit members as defined below. The parties agree to meet and confer to discuss these new job responsibilities and additional compensation for Special Assignments when appropriate. The District and AFSCME recognize that in person learning is optimal for the academic, social and emotional success of students. In recognition of the critical work needed to support transitioning students from distance learning to in person learning, custodians, paraeducators, 504 technicians, LVNS, and nutrition services workers shall receive a Special Assignment pay as outlined below. In order to be eligible for the Special Assignment payment, unit members must be physically at work, performing the essential functions of their classification, and additional duties specific to the Special Assignment as determined by the District. Additionally, the transfer and assignment provisions of the CBA are waived for the classifications listed in sections A-E below upon execution of this Agreement to ensure flexibility to meet programmatic needs and adequate coverage District-wide:

A. Custodial Services

To ensure high traffic areas are cleaned, sanitized and disinfected in compliance with requirements set forth by the Centers for Disease Control and Prevention (CDC), Cal/OSHA and other local, state, and federal authorities, custodians shall complete training and perform duties as required for compliance. Such duties shall include a shared responsibility in noting inventory of safety supplies at school sites. Custodians shall receive a \$1,200 one time off schedule payment no later than December 15, 2020 on a separate pay warrant.

B. Nutrition Services

Cafeteria Managers: To ensure Administration of Check of Assessments and Monitoring Safe Work Practices of Nutrition Services staff, Cafeteria Managers shall receive a one time \$900.00 off schedule payment no later than December 15, 2020 on a separate pay warrant.

Nutrition Services Workers: Front-line workers who may be in contact with the public for the purpose of ensuring that food distribution to students remains intact despite the COVID-19 school closures shall receive a \$450.00 off schedule payment no later than December 15, 2020 on a separate pay warrant.

C. Licensed Vocational Nurses (LVNs)

Small Cohort Leads (in person): To support learning loss of students with disabilities identified as having skill regression, LVNs requested to provide daily, in-person services to students in cohorts shall receive a \$150 per week, on a rotational basis. Such LVNs must complete mandatory training and be selected by the Special Education Department prior to placement. The District shall consult AFSCME on relevant mandatory training and the selection process.

D. 504 Technicians

Small Cohort Leads (in person): To support learning loss of students with disabilities identified as having skill regression, 504 Technicians requested to provide daily, in-person services to students in cohorts shall receive a \$150 per week, on a rotational basis. Such 504 Technicians must complete mandatory training and be selected by the Special Education Department prior to placement. The District shall consult AFSCME on relevant mandatory training and the selection process.

E. Paraeducators

- 1) Release Day Leads: To ensure academic, social and emotional success of students, Paraeducators assigned to self-contained Special Day Class programs shall receive a one time \$900.00 off schedule payment on or before December 15, 2020, payable in a separate pay

warrant. The bonus shall be applicable for all Paraeducators who are asked to undertake the following special assignment tasks:

- i. Lead live, synchronous instruction in the absence of a teacher on the one day per month teacher release day (for preparation and planning) per month October 2020 through December 2020. (e.g. or personal illness). The minimum number of minutes delivered to students shall be as set forth by the Special Education Department in consultation with the teacher;
 - ii. Collect, share and/or upload teacher-created materials via an online learning platform (e.g. Google Classroom, Seesaw);
 - iii. Modify or adapt general education-created materials to meet the needs of assigned students with disabilities.
- 2) Small Cohort Leads (in person): To support learning loss of students with disabilities identified as having skill regression, paraeducators requested to provide daily, in-person services to students in cohorts shall receive a \$600 per month stipend. Such paraeducators must complete mandatory training and be selected by the Special Education Department prior to placement. The District shall consult AFSCME on relevant mandatory training and the selection process.

V. Working Conditions

The District will determine essential job duties consistent with a unit member's job description. The Parties understand and agree that the Superintendent and/or her designee will communicate proposed changes to working conditions to the AFSCME Business Agent and President. The District agrees to meet and negotiate impacts to wages, hours of employment, leaves, transfers, reassignments, safety conditions and all other working conditions governed by statute. Due to the unique circumstances presented by the COVID-19 pandemic that qualifies as an emergency, as defined Article 7.10 and Article 9.03 of the parties CBA, assignment changes and/or transfers will occur pursuant to the CBA, but may from time to time in cases of emergency occur with minimal notice to AFSCME. Minimal notice in this section is defined as the District providing advance notice to AFSCME as soon as it knew a change was necessary based on the then emergency circumstances. Assignment changes may include changes in location and/or hours (shifts). However, no assignment change and/or transfer shall be for arbitrary and capricious reasons and shall not cause an undue hardship to the unit member. The District and AFSCME shall meet on a bi-weekly basis, or needed, to discuss staffing and other conditions of employment and if needed negotiate the impacts identified.

VI. Professional Development

Parties share a mutual interest in training and professional development of unit members. To invest in retention and quality staff, the District shall work in collaboration with AFSCME in the development of training opportunities. The District shall offer an opportunity for up to 10 unit members to enroll in a District approved Career Technical Education (CTE) Program by submitting an application to the Labor Relations department within three (3) business days of execution of this agreement by the Parties.

VII. Working Remotely

The District is committed to safety first and is dedicated in working to prevent and slow the spread of COVID-19. For these reasons, unit members who want to work from home or another suitable location, unrelated to any pre-existing medical condition, may request to work from home or another suitable location for the duration of this MOU. Requests are to be submitted to the District Human Resources/Talent Department. The request shall be granted provided the District determines that the unit member can perform the essential duties of their job classifications while working remotely. Unit members must be available to meet with their site administrator/supervisor, colleagues and/or parents or students as required by their job classification. If at any time a site administrator/supervisor can show cause that a unit member is unable or is not meeting the needs of students/families or performing essential job duties, the unit member will be required to report to their site or department. Working remotely shall not result in a unit member suffering the loss of pay and benefits.

VIII. Leaves

If a unit member is ill and therefore unable to work, the employee shall be allowed to use leave and extended sick leave pursuant to the CBA between the parties, the California Education Code, Family Medical Leave Act ("FMLA") and any other applicable state or Federal provisions.

IX. COVID-19 Related Absences

- A. In the event a AFSCME bargaining unit member is diagnosed as having contracted COVID-19 while on duty or is unable to report to work as a result of a District required quarantine based on a confirmed positive case exposure to COVID-19 while performing duties, the unit member shall receive full pay and benefits and will not be charged sick leave, vacation, or docked pay for the required quarantine period, up to 14 days, or until the unit member has medical clearance.
- B. Unit members belonging to populations deemed as uniquely vulnerable to effects of coronavirus, such as those who are 65 and over, staff of any age, as well as staff caring for children with underlying health conditions (e.g. high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune system is compromised such as by chemotherapy for cancer and other conditions requiring such therapy), shall be allowed to self-quarantine at no loss of pay, benefits and leaves.
- C. Unit members whose dependent child(ren)'s school or daycare is closed due to COVID-19 will be permitted to work remotely without loss of pay, benefits and leaves.

X. Filling Vacant Positions and Withdrawal of Claims

The District recognizes the importance of filling custodian and nutrition service worker vacancies during the COVID-19 pandemic. The District also agrees that no AFSCME unit member shall be paid less than and/or the same hourly rate of pay as a substitute employee (unrepresented). The AFSCME unit member shall be placed on the AFSCME salary schedule at a range/step which provides for a salary greater than the substitute employee.

The District shall adhere to the collective bargaining agreement and all federal, state, and local laws regarding the AFSCME bargaining unit and bargaining unit members including, but not limited, to layoffs, employee leaves, and posting and filling vacant positions. AFSCME shall be invited to serve on hiring panels.

In light of the COVID-19 pandemic, the District agrees to schedule a meeting with AFSCME no later than September 30, 2020 to discuss the addition/restoration of the 3.5 FTE custodial positions to support transition to in person/blended learning.

Within three (3 days) of execution of this Agreement by the Parties, AFSCME shall withdraw all complaints associated with vacation payout and personal leave and the following grievances:

1. *September 2, 2020 Grievance Regarding Nutrition Services Vacancies*
2. *September 2, 2020 Grievance Regarding Custodial Services Vacancies*
3. *September 3, 2020 Grievance Regarding Central Kitchen Vacancies*

XI. Assignment During Distance Learning


AFSCME unit members will continue to perform the essential duties of their job classification including maintain clean and safe facilities, provide instructional support to students, support students health and well check assessments, provide case identification, and provide meal service to students as follows:

1. **Paraeducators:** Paraeducators will continue to provide instructional support to special education students. (See Attachment A)
2. **LVNs:** LVNs will continue to provide well checks to students. (See Attachment B)
3. **504 Technicians:** 504 Technicians will continue to provide case identification to students. (See Attachment B)
4. **Nutrition Services:** Food Services unit members will continue to provide meal services to students. (See Attachment C)
5. **Custodial Services:** Custodians will continue to clean, disinfect, and sanitize schools/facilities. (See Attachment D).
6. The parties recognize that the COVID-19 Public Health Emergency is an evolving situation and that modifications to this MOU may be necessary. The parties therefore reserve the right to reopen this

Agreement to address any issues that may arise after this Agreement has been signed that impact the Distance Learning and/or the response to COVID-19 as well as changes in law, regulations, or guidance issued by a local, state, or federal official.

7. This is a non-precedent setting agreement to remain in effect through Distance Learning period and shall sunset unless otherwise agreed upon by the parties. This Side Letter entered into by the Parties on the 3rd day of September, shall expire in full on March 31, 2021.

AFSCME LOCAL 257:


Melisha Linzie (Sep 4, 2020 00:18 PDT)

Melisha Linzie, President



Jo Bates (Sep 4, 2020 00:30 PDT)

Jo Bates, Business Agent

DISTRICT:


Jenn Blake (Sep 4, 2020 08:40 PDT)

Jennifer Blake, Executive Director Special Education


Jenine A. Lindsey (Sep 4, 2020 08:18 PDT)

Jenine Lindsey, Ex. Director Labor Relations

Jody London
President, Board of Education 11/13/2020

Kyla Johnson-Trammell
Secretary, Board of Education 11/13/2020

Attachment A - Special Education

Paraeducators	<p>I. Scope of Work During Distance Learning</p> <p>A. For the duration of the District’s distance learning plan due to reopening school closures in the wake of COVID-19, paraeducators are expected to participate in the following tasks and duties:</p> <ol style="list-style-type: none"> 1. Participate in instructional sessions led by general or special educators; 2. Work with specific students in “breakout rooms” during online instructional sessions; 3. Participate in virtual staff meetings with school personnel; 4. Engage in online professional learning; 5. Support teachers in preparing or adapting instructional materials based on teacher-created lessons; 6. Contact students and families for the purposes of conducting well checks; 7. Be available during work hours via email and phone. 8. Paraeducators will continue in their supportive instructional role during this time and will not be expected to: 9. Create lesson plans or instructional materials independently; 10. Deliver instructional services to students independently outside of the guidance and direction of a certificated instructor; 11. Purchase any computer programs or instructional materials; <p>B. If a paraeducator is serving a caseload in the absence of a teacher, and the para is asked by the administrator to serve as primary instructor on a temporary basis, the paraeducator will be entitled to “move up” pay pursuant to Article 26 of the parties CBA upon completion and submission of the appropriate form to their supervisor.</p> <p>II. Examples of Paraeducator Instructional Roles by Program/Service Type</p> <p><i>The following descriptions are meant to be illustrative examples of the roles paras can serve and may vary based on teacher and school site instructional schedules and plans.</i></p> <p>A. Inclusion-based programs:</p> <ul style="list-style-type: none"> ● Review instructional materials for general education content sessions. ● Provide “push in” support during general education content sessions held online to support individual students or small groups to ensure students receive the accommodations possible in a virtual setting (e.g. encouragement, on-task reminders, language scaffolds);

- Contact families via phone or online platforms to provide 'well checks' and report information back to classroom teacher;

B. Self-contained, mild-moderate:

- Review instructional materials in advance each week and create adaptations or modifications to them as directed by special education teacher.
- Provide "push in" support during special education content sessions held online to support individual students or small groups, including working with students in virtual breakout rooms;
- Contact families via phone or online platforms to provide 'well checks' and report information back to classroom teacher.

C. Self-contained, moderate-intensive programs:

- Review instructional materials in advance each week, including the online core replacement curriculum.
- Provide "push in" support during special education content sessions held online to support individual students or small groups, including working with students in virtual breakout rooms;
- Create short videos of common classroom activities or routines (e.g. morning meeting) under direction of the special education teacher and share with the teacher to send to families.
- Contact families via phone or online platforms to provide 'well checks' and report information back to classroom teacher.
- Participate in group phone calls with families and the special education teacher to provide support and offer strategies and suggestions for ways to engage students at home;

D. Community-based programs:

- Review instructional materials provided by special education teacher in advance each week.
- Provide "push in" support during special education content sessions held online to support individual students or small groups, including working with students in virtual breakout rooms;
- Collaborate with special education teacher to develop activities that can be done at home to support students' self help and independent living skills;
- Maintain contact with assigned group of adult students to ensure they are well and engaging in teacher-created lessons;

III. Hours of Work

- A. Hours of work will remain the same as indicated in the bargaining agreement between OUSD and AFSCME. [Cite contract section here]
- B. Paraeducators will not be asked to work outside of their duty day or to perform work-related tasks on evenings and weekends.

- C. Paraeducators retain their contractually-required breaks during this time. [Cite contract here]
- D. To limit the potential impacts associated with extended screen time, paraeducators will not be asked to participate in online activities for more than 4-5 4 hours per workday, and no individual meeting or session shall have a duration of longer than 90 minutes.

IV. Dedicated Time for Professional Learning

To ensure that there is uninterrupted time for paraeducators to further develop their skills and competencies, time within their paid duty day shall be set aside for online professional development activities. These may include, but are not limited to:

- A. Career Technical Education Teaching Credential
- B. School site-provided online professional learning;
- C. Self-paced sessions through Keenan Safe Schools;
- D. Accessing disability-related modules on IRIS and AFIRM

V. Support Provided from OUSD Central Office and School Sites

- A. OUSD will make the online training opportunities available to paraeducators to assist them in performing their core roles during distance learning, including primers on the use of Zoom and Google Hangouts.
- B. Paraeducators will have access to the OUSD Teacher Central website to access webinars specific to Google Classroom, online learning tools, and resources by grade level and content area.
- C. The OUSD Special Education Department will be available to provide support to paraeducators via email and video chat.
- D. School site administrators will consider the technology needs of paraeducators as it pertains to distance learning. After Chromebooks are distributed to students, site administrators will engage with paraeducators and develop a plan to distribute remaining devices to paraeducators who require such a Chromebook to support the online instruction of the students to which they are assigned.

→ AFIRM Modules: Appropriate for paras and ISSs who work with students with Autism and related communication/developmental disabilities.

→ IRIS Modules: Online professional learning across a variety of topics, including behavior, assistive technology, accommodations, IEP basics, and instructional strategies.

Attachment B - Health Services

LVNs and 504 Technicians	All staff are required to work remotely during their normal work hours (unless sick and using sick leave or have a previously approved personal leave), check OUSD email daily and be available via district cell phone to answer any questions. If a staff member needs to access their office at one of their sites, please consult with the Health Services Program Manager and your principal directly.
LVNs	<p>LVNs are expected to work on the following:</p> <ol style="list-style-type: none"> 1. Catch up on paperwork/documentation (i.e. LEA billing, Aeries entries) 2. Case management 3. Immunization checks and follow-ups 4. Attend weekly trainings with health services
504 Technicians	<p>504 Technicians are expected to work on the following:</p> <ol style="list-style-type: none"> 1. Catch up on paperwork/documentation (i.e. billing, Aeries entries) 2. 6th grade Tdap/Varicella project (CAIR look up, saving yellow card and documenting in Aeries)

Attachment C - Nutrition Services

Nutrition Services	<p>Nutrition Services employees will work alternate assignment hours and school sites on a temporary basis in order to provide meal services on Mondays and Thursdays to OUSD students. Meals will be served following the CDE guidelines at the Central Kitchen (Prescott) and the 22 school sites:</p> <ol style="list-style-type: none"> 1. Elmhurst 2. CCPA 3. Madison 4. Fremont 5. Oakland High 6. Bret Harte 7. Manzanita 8. Frick 9. Horace Mann 10. WOMS 11. Sankofa 12. Hoover 13. Life 14. Bella Vista 15. Castlemont 16. Allendale 17. Garfield 18. New Highland 19. Esperanza 20. Cleveland 21. La Escuelita 22. International Community
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Attachment D - Custodial Services

Custodial Services

Custodians work assignments hours may be adjusted during the Distance Learning period as follows:

- Central Office: Custodians to work regular hours as authorized by the Field Supervisor
- Head/Lead Custodian: Resume regular work hours (no change)
- Day Custodian: Resume regular work hours (no change)
- Night Custodian: Work hours 1:00PM - 8:30PM (change)
- CDC Custodian: Work hours 1:00PM - 8:30PM (change)

Food Distribution Working Hours for Custodial Operations

Custodians will continue to support the Food Distribution Program at their sites. In the event your site is short staffed, please notify the Field Supervisor for custodial coverage.

Cleaning protocol at Food Distribution Sites (See Food Distribution Sites in Attachment C above):

Note: Cleaning may vary based on site, as the priority is to provide a clean and safe environment.

- Wipe high touch areas every 2 hours
- Wipe high touch areas in restroom(s) a minimum of 3 times per day and remove trash.

Williams Compliance Inspections

Annual Williams Compliance inspections will start August 17, 2020. In preparation of inspection, custodians are to check all custodial and fire compliance items. Inspections dates are as follows:

Unscheduled/Unannounced Site Inspections

- Grass Valley
- Bridges Academy
- Esperanza and Korematsu
- Prescott/PLACE
- MLK
- Madison
- Roosevelt
- Fremont

Announced Site Inspections and Scheduled Dates

- August 17 - Oakland High, Garfield and Emerson
- August 19 - Oakland High, Brookfield and Melrose
- August 20 - Rise, New Highland
- August 21 - Life Academy, United for Success
- August 24 - Coliseum College Prep
- August 25 - Community United/Futures
- August 26 - East Oakland Pride and Reach Academy
- August 28 - Elmhurst
- September 1 - Hoover and International Community

Supplies: Order supplies prior to having low inventory - submit your order request to Custodial Services. If in need of emergency supplies, notify your Field Supervisor.


Clean Copy of AFSCME MOU Proposal Working During Distance Learning 8.3.20(3)

Final Audit Report

2020-09-09


Created:	2020-09-04
By:	Jenine A. Lindsey (jenine.lindsey@ousd.org)
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November 6, 2020

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

RE: 2020-21 Adopted Budget Approval & Collective Bargaining Review

Dear President London:

As communicated in our letter dated September 15, 2020, the Alameda County Office of Education (ACOE) conditionally approved the 2020-21 Adopted Budget of the Oakland Unified School District (OUSD). Final approval of the Adopted Budget was contingent upon OUSD completing the two (2) items listed below and ACOE's subsequent analysis of those items.

1. District's submission of the 2019-20 Unaudited Actuals report by the required deadline of September 15 with an ending fund balance at, or near, the projection included in the Estimated Actuals;
2. Revision to the District's 2020-21 Multi-Year Budget Projection that includes the fiscal impact of all collective bargaining agreements approved by the Board, as well as the impact of any corresponding "me toos."

In accordance with Education Code (EC) Section 42127 (d)(3), on or before October 8, the Board shall review and respond to the recommendations of the County Superintendent of Schools at a regular meeting of the Board. OUSD staff communicated to ACOE the delay in the Board's response due to the timing of the regularly scheduled meeting in October 2020. The District's response to the conditional approval was approved by the board on October 14, 2020. By statute, ACOE is required to make a final determination regarding approval or disapproval by November 8, 2019.

Adopted Budget and Revised Multi-Year Budget Projection

OUSD's Unaudited Actuals Report was received by ACOE by the statutory deadline of September 14, 2020, and ACOE subsequently conducted a review of the report as submitted. The ending fund balance in the Unaudited Actuals report was more favorable to the District than the balance at Estimated Actuals, resulting in an increase of \$4.56 million to the Unrestricted General Fund.

The District’s revised 2020-21 Multi-Year Budget Projection disclosed on October 14, 2020, includes recent amendments, a budget tightening to both the Unrestricted and Restricted programs, as well as the fiscal impact of all recent settlements as of June 2020.

ACOE has reviewed and responded to the OUSD Board and community with its July 29, 2020 letter addressing the public disclosure between OUSD and UAOS, AFSCME, and the Unrepresented. OUSD has incorporated the impact of these settlements in its revised 2020-21 MYP.

Collective Bargaining Agreements – MOU with OEA and SEIU & AFSCME Side letters

Oakland USD has actively worked to ensure stakeholder engagement, mitigate learning loss, and to implement the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-21 school year with its recent MOU and Side Letter Agreements.

20-1854 - Memorandum of Understanding OEA

Oakland Unified School District and the Oakland Education Association (OEA) in its recent Memorandum of Understanding (MOU) recognized the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff.

20-1893 – Side Letter SEIU Local 1021

The Side Letter of Agreement between the Service Employees International Union (SEIU Local 1021) and Oakland Unified School District regarding the impacts of the COVID-19 pandemic during the Fall of 2020.

20-1893 – Side Letter AFSCME

The Side Letter Agreement between the American Federation of State, County, Municipal Employees (AFSCME), and Oakland Unified School District regarding the impacts of the COVID-19 pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year.

The combined fiscal impact of these agreements per OUSD’s recent public disclosure are as follows:

Description	2020-21	2021-22	2022-23
One-time Impact	\$2,060,959	\$0	\$0
Ongoing Impact	0	0	0
Total	\$2,060,959	\$0	\$0

The District will address the financial impact of these recent agreements with the one-time CARES Funding that has been provided to help support LEAs with direct COVID related expenses and to mitigate learning loss.

Cash Flow

ACOE has been actively engaged with OUSD regarding OUSD's fall loan from the County Treasurer, as well as the District's ability to navigate the State Apportionment Deferrals scheduled in Spring 2021. Due to receipt of one-time Learning Loss Mitigation Funds in September 2020, OUSD did not require a fall loan as it has in prior years. Like many LEAs across the state, OUSD will participate in the State Tran pool to support the District's cash needs during the deferred state apportionments from February 2021 through November 2021.

Adopted Budget Approval

In conclusion, based on ACOE's review of OUSD's Conditional Approval response which addressed the two (2) items mentioned above, as well as provided an updated cash flow projection, ACOE determined that OUSD has met all the conditions for approval. Therefore, OUSD's 2020-21 Adopted Budget is *approved*.

To help ensure OUSD continues on its path toward fiscal sustainability, and as approved by the OUSD board with its revised MYP in its Conditional Approval response, ACOE requests the \$16 million in ongoing budget-balancing solutions for 2021-22 be identified and included no later than the District's Second Interim Budget Report, due to ACOE on March 15, 2021.

We appreciate OUSD's ongoing assistance during this process and look forward to reviewing the 2020-21 First Interim Budget Report. Please feel free to contact me with any questions as we continue to work collaboratively to ensure both the fiscal and educational success of OUSD.

Sincerely,



L. Karen Monroe
Alameda County Superintendent of Schools

cc: Board of Education, Oakland USD
Kyla Johnson-Trammell, Superintendent, Oakland USD
Lisa Grant-Dawson, Chief Business Official, Oakland USD
Preston Thomas, Chief Systems and Service Officer, Oakland USD
Tony Thurmond, State Superintendent of Public Instruction, CDE
Michael Fine, Chief Executive Officer, FCMAT
Chris Learned, Fiscal Oversight Trustee
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE
Charles Faulkner, Interim 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: AFSCME Local 257

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 9/3/2020 (date) and ending: 3/31/2021 (date)

The Governing Board will take action on: TBD Pending County Approval and October Board Timeline (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 2020-21	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			FY 2020-21	FY 2021-22	FY 2022-23
1.	Salary Schedule (Including Step & Column)	\$ 91,021,694	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 590,700	\$ -	\$ -
			0.65%	0.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)				
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 197,412	\$ -	\$ -
			#DIV/0!	0.00%	0.00%
4.	Health/Welfare Increases	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 91,021,694	\$ 788,112	\$ -	\$ -
			0.87%	0.00%	0.00%
6.	Total number of represented Employees (Use FTEs)	0	629	0	0
7.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$ 1,253	\$ -	\$ -

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: **OEA, SEIU, AFSCME**

The Governing Board will take action ~~TBD~~ Pending County Approval and October Board Timeline

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:	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)	\$ 379,558,165	\$ -	\$ -	\$ 379,558,165
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 5,355,234	\$ -	\$ -	\$ 5,355,234
Other Local Revenue (8600-8799)	\$ 5,271,774	\$ -	\$ -	\$ 5,271,774
Total Revenues	\$ 390,185,173	\$ -	\$ -	\$ 390,185,173
Expenditures				
Certificated Salaries (1000-1999)	\$ 139,104,779	\$ -	\$ -	\$ 139,104,779
Classified Salaries (2000-2999)	\$ 48,273,228	\$ -	\$ -	\$ 48,273,228
Employee Benefits (3000-3999)	\$ 88,312,970	\$ -	\$ -	\$ 88,312,970
Books and Supplies (4000-4999)	\$ 6,855,582	\$ -	\$ -	\$ 6,855,582
Services & Operating Expenses (5000-5999)	\$ 21,601,821	\$ -	\$ -	\$ 21,601,821
Capital Outlay (6000-6599)	\$ 115,000	\$ -	\$ -	\$ 115,000
Other Outgo (7100-7299 & 7400-7499)	\$ 5,985,437	\$ -	\$ -	\$ 5,985,437
Direct Support/Indirect Cost (7300-7399)	\$ (5,566,064)	\$ -	\$ -	\$ (5,566,064)
Total Expenditures	\$ 304,682,753	\$ -	\$ -	\$ 304,682,753
Operating Surplus (Deficit)	\$ 85,502,420	\$ -	\$ -	\$ 85,502,420
Other Sources and Transfers In (8910-8979)	\$ 264,067	\$ -	\$ -	\$ 264,067
Other Uses and Transfers Out (7610-7699)	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000
Contributions (8980-8999)	\$ (75,376,579)	\$ -	\$ -	\$ (75,376,579)
Current Year Increase (Decrease) In Fund Balance	\$ 8,789,908	\$ -	\$ -	\$ 8,789,908
Beginning Balance	\$ 28,487,127			\$ 28,487,127
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 37,277,035	\$ -	\$ -	\$ 37,277,035
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 12,544,471	\$ -	\$ -	\$ 12,544,471
Designated Amounts (9775-9780)	\$ 12,746,376	\$ -	\$ -	\$ 12,746,376
Unappropriated Amounts (9790)	\$ 11,986,188			\$ 11,986,188
Comments (Major changes):				
There are no projected changes to the UnRestricted General Fund as the resources used to support this agreement is being funded by Resource 3210, CARES.				

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: **OEA, SEIU, AFSCME**

The Governing Board will take action ~~on~~ Pending County Approval and October Board Timeline

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:	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)	\$ 3,213,706	\$ -	\$ -	\$ 3,213,706
Federal Revenue (8100-8299)	\$ 97,780,468	\$ -	\$ -	\$ 97,780,468
Other State Revenue (8300-8599)	\$ 73,989,285	\$ -	\$ -	\$ 73,989,285
Other Local Revenue (8600-8799)	\$ 71,715,901	\$ -	\$ -	\$ 71,715,901
Total Revenues	\$ 246,699,360	\$ -	\$ -	\$ 246,699,360
Expenditures				
Certificated Salaries (1000-1999)	\$ 74,571,143	\$ 970,481	\$ -	\$ 75,541,624
Classified Salaries (2000-2999)	\$ 42,103,166	\$ 645,300	\$ -	\$ 42,748,466
Employee Benefits (3000-3999)	\$ 89,424,290	\$ 445,178	\$ -	\$ 89,869,468
Books and Supplies (4000-4999)	\$ 61,903,303	\$ (1,030,479.63)	\$ -	\$ 60,872,823
Services & Operating Expenses (5000-5999)	\$ 42,776,667	\$ (1,030,479.63)	\$ -	\$ 41,746,187
Capital Outlay (6000-6599)	\$ 40,000	\$ -	\$ -	\$ 40,000
Other Outgo (7100-7299 & 7400-7499)	\$ 6,180,385	\$ -	\$ -	\$ 6,180,385
Direct Support/Indirect Cost (7300-7399)	\$ 3,941,858	\$ -	\$ -	\$ 3,941,858
Total Expenditures	\$ 320,940,812	\$ -	\$ -	\$ 320,940,812
Operating Surplus (Deficit)	\$ (74,241,452)	\$ -	\$ -	\$ (74,241,452)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 75,376,579	\$ -	\$ -	\$ 75,376,579
Current Year Increase (Decrease) In Fund Balance	\$ 1,135,127	\$ -	\$ -	\$ 1,135,127
Beginning Balance	\$ 37,744,796			\$ 37,744,796
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -			\$ -
Comments (Major changes): As of the 45 Day Revise, the District recognized the CARES and ESSER Funding. The agreements for OEA trigger a transfer from the 5000 Object Code the budget was temporarily placed in to a 1000 and 3000 Budget Code for the cost of substitutes to support asynchronous education and the required training				

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: **OEA, SEIU, AFSCME**

The Governing Board will take action on: **/ Approval and October Board Timeline**

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:	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)	\$ 382,771,871	\$ -	\$ -	\$ 382,771,871
Federal Revenue (8100-8299)	\$ 97,780,468	\$ -	\$ -	\$ 97,780,468
Other State Revenue (8300-8599)	\$ 79,344,519	\$ -	\$ -	\$ 79,344,519
Other Local Revenue (8600-8799)	\$ 76,987,675	\$ -	\$ -	\$ 76,987,675
Total Revenues	\$ 636,884,533	\$ -	\$ -	\$ 636,884,533
Expenditures				
Certificated Salaries (1000-1999)	\$ 213,675,922	\$ 970,481	\$ -	\$ 214,646,403
Classified Salaries (2000-2999)	\$ 90,376,394	\$ 645,300	\$ -	\$ 91,021,694
Employee Benefits (3000-3999)	\$ 177,737,260	\$ 445,178	\$ -	\$ 178,182,438
Books and Supplies (4000-4999)	\$ 68,758,885	\$ (1,030,480)	\$ -	\$ 67,728,405
Services & Operating Expenses (5000-5999)	\$ 64,378,488	\$ (1,030,480)	\$ -	\$ 63,348,008
Capital Outlay (6000-6599)	\$ 155,000	\$ -	\$ -	\$ 155,000
Other Outgo (7100-7299 & 7400-7499)	\$ 12,165,822	\$ -	\$ -	\$ 12,165,822
Direct Support/Indirect Cost (7300-7399)	\$ (1,624,206)	\$ -	\$ -	\$ (1,624,206)
Total Expenditures	\$ 625,623,565	\$ -	\$ -	\$ 625,623,565
Operating Surplus (Deficit)	\$ 11,260,968	\$ -	\$ -	\$ 11,260,968
Other Sources and Transfers In (8910-8979)	\$ 264,067	\$ -	\$ -	\$ 264,067
Other Uses and Transfers Out (7610-7699)	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 9,925,035	\$ -	\$ -	\$ 9,925,035
Beginning Balance	\$ 66,231,923			\$ 66,231,923
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 76,156,958	\$ -	\$ -	\$ 76,156,958
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ 38,879,923	\$ -	\$ -	\$ 38,879,923
Reserved for Economic Uncertainties (9789)	\$ 12,544,471	\$ -	\$ -	\$ 12,544,471
Designated Amounts (9775-9780)	\$ 12,746,376	\$ -	\$ -	\$ 12,746,376
Unappropriated Amounts - Unrestricted (9790)	\$ 11,986,188	\$ -	\$ -	\$ 11,986,188
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	3.91%			3.91%
Comments (Major changes):				

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: OEA, SEIU, AFSCME

The Governing Board will take action ~~on~~ Pending County Approval and October Board Timeline

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY	FY	FY
Revenues			
LCFF Revenue Sources	382,771,871	382,771,871	382,771,871
Federal Revenue	97,780,468	64,560,462	47,442,447
Other State Revenue	79,344,519	78,056,951	80,601,608
Local Revenue	76,987,675	76,987,675	76,987,675
Other Financing Sources	264,067	264,067	264,067
Other Adjustments			
Total Revenue	637,148,600	602,641,026	588,067,668
Expenditures			
Certificated Salaries	214,646,403	214,646,403	224,966,325
Step & Column Adjustment		2,790,403	2,924,562
Settlement-Related Costs (+/-)		8,500,000	
Other Adjustments		(970,481)	
Total Certificated Salaries	214,646,403	224,966,325	227,890,887
Classified Salaries	91,021,694	91,021,694	91,559,676
Step & Column Adjustment		1,183,282	1,190,276
Settlement-Related Costs (+/-)			
Other Adjustments		(645,300)	
Total Classified Salaries	91,021,694	91,559,676	92,749,952
Employee Benefits	178,182,438	184,007,365	195,113,050
Settlement-Related Costs (+/-)		(445,178)	
Books & Supplies	67,728,405	52,478,577	45,436,200
Services, Other Operating Exp	63,348,008	47,971,586	40,798,958
Capital Outlay	155,000	155,000	155,000
Other Outgo (Excluding Transfers of Indirect Costs)	12,165,822	12,165,822	12,165,822
Other Outgo - Transfers of Indirect Costs	(1,624,206)	(1,624,206)	(1,624,206)
Other Financing Uses	1,600,000	1,600,000	1,600,000
Other Adjustments			
Total Expenditures	627,223,565	612,834,967	614,285,663
Net Increase(Decrease) in Fund Balance	9,925,035	(10,193,941)	(26,217,995)
Beginning Fund Balance	66,231,923	76,156,958	65,963,017
Audit Adjustments/Restatements	0		
Ending Balance	76,156,958	65,963,017	39,745,022
Components of Ending Balance			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	51,626,299	33,689,363	13,029,344
Required Reserve	12,544,471	12,256,699	12,285,713
Unrestricted Balance (Incl Revolving)	11,836,188	19,866,955	14,279,964
ADA Assumption:			

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	627,223,565	612,834,967	614,285,663
b. Required Reserve Percentage (REU) for this District	2.00%	2.00%	2.00%
c. REU Amount:	\$ 12,544,471	\$ 12,256,699	\$ 12,285,713

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

a. General Fund Unrestricted REU	\$ 12,544,471	\$ 12,256,699	\$ 12,285,713
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 11,836,188	\$ 19,866,955	\$ 14,279,964
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 24,380,659	\$ 32,123,654	\$ 26,565,677

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

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

4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

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: OEA, SEIU, AFSCME

The Governing Board will ~~EBB~~ Pending County Approval and October Board Timeline

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"?

N/A

9. **Were any additional steps, columns or ranges added to the schedules?**
(If yes, please explain.)

N/A

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

OEA - Strategic Support to address learning loss by having substitutes support active classes by helping manage classes during pull-put periods during asynchronous time. See Item 9 OEA-OUSD MOU. The District has also recognized and negotiated a weekly stipend for all members who are selected and work during the period of the agreement. See SEIU Agreement Item 2.b. The AFSCME agreement also includes acknowledgement of the sacrifice of essential workers and proposed 5 stipend tiers based on job classification.

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

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

OEA-MOU Various elements of language in responses to working conditions and a strong start for the 2020-21 school year. SEIU and AFSCME side letters are also centered around working conditions for safety and acknowledgement of needs for essential workers

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

All three agreements are non-precedent setting and is focused on distance learning and is in effect while schools are closed/shelter-in-place is still in place.

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

AFSCME Agreement acknowledges the withdrawal of 3 grievances related to Nutrition, Custodial, and Central Kitchen vacancies.

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: **OEA, SEIU, AFSCME**

The Governing Board will take the following action: **County Approval and October Board Timeline**

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?

OEA - Cost is for substitutes, is off schedule and is the limited term during Distance Learning. SEIU and AFSCME agreements are also one time, off schedule "stipends" All costs are funded by CARES funding.

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)?

N/A

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.).

These agreements respond to the District's distance learning status and Learning Continuity and Attendance Plan as adopted on September 23, 2020. These agreements are in support of the District's written plan and ESSER spending scope to retain positions.

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.

TBD as each agreement has a sunset date and the District is unable to predict when/if it can resume in-person instruction. This may trigger deficit spending if ongoing activities related to these agreements, without adjusting or eliminating other areas, with the absence of one time funding to support these areas of operational need/focus.

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	\$ (2,060,959)	The allocation of funding from these agreements
2nd Subsequent Year	\$ -	

Additional Explanation (if necessary)

The allocation of funding from these agreements is one time and expire by 6/2020.

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	2,060,959	-	-	2,060,959
On-going	-	-	-	-
Total	2,060,959	-	-	2,060,959

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	2,060,959	-	-
Reduced Budget in the 4 & 5 Object Codes	(2,060,959)		
Ending Fund Balance Increase (Decrease)	-	-	-

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)

Date

Kyla Johnson-Trammel

District Superintendent (Type Name)

Chief Business Official (Signature)

Date

Lisa Grant-Dawson

Chief Business Official (Type Name)

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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> District Superintendent (or Designee) (Signature)	<div style="background-color: yellow; height: 25px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date
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After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on County Approval and October B, took action to approve the proposed Agreement with the OEA, SEIU, AFSCME Bargaining Unit.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> President (or Clerk), Governing Board (Signature)	<div style="background-color: yellow; height: 25px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date
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