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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

Board Meeting Date June 10, 2020

Subject Side Letter of Agreement between American Federation of State, County, and Municipal Employees (“AFSCME”), Local 257 and Oakland Unified School District (“District”) Regarding Schools Closure During COVID-19 Pandemic

Action Requested Approval by the Board of Education of Side Letter of Agreement between American Federation of State, County, and Municipal Employees (“AFSCME”), Local 257 and Oakland Unified School District (“District”) regarding schools’ closure during the COVID-19 Pandemic.

Background In response to the coronavirus (“COVID-19”) pandemic, in March of 2020 the State of California and Alameda County Public Health Office have issued a series of orders (“Shelter-In-Place Orders”) intended to combat the spread of COVID-19 by directing all individuals to shelter at their place of residence, except to perform those activities defined in the order. In response to these orders, school district’s nationwide, including Oakland Unified, made the decision to close schools.

On April 2, 2020, the bargaining teams for AFSCME, Local 257 and the District concluded negotiations of the impacts of the schools’ closure and executed the subject Side Letter. The Side Letter expired on May 31, 2020.

Fiscal Impact Funding source(s): Any cost associated with the Side Letter will be covered by the existing budgets allocated for additional compensation (i.e. custodial and food service worker overtime) for AFSCME, Local 257 bargaining unit members. Such cost will be captured in the closing of District’s accounting books at year end closing.

Attachments Side Letter of Agreement between American Federation of State, County, and Municipal Employees (“AFSCME”), Local 257 and Oakland Unified School District (“District”) Regarding Schools Closure During COVID-19 Pandemic.

**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 Shelter in Place Orders issued by the Alameda County Public Health Service and other federal state and local authorities.

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 and providing free meal services to children in need.

In order to promote public health and safety and to reduce the spread of the COVID-19 virus the District and AFSCME agree as follows with regard to unit members who remain employed by the District during the school closure period:

1. AFSCME unit members shall receive their daily rate of pay and benefits while working remotely as prescribed by the District’s Continuity of Services Plan and be available to report to their work location (on call) to perform essential job duties during the closure period. The District will determine essential job duties and whether or not AFSCME unit members are required to report to a District worksite.

2. The parties acknowledge that per Government Code 3100, all District employees are considered disaster service workers, subject to disaster service activities as may be assigned by the Superintendent or Superintendent’s Designee.

- a) The Superintendent’s current AFSCME classifications designated as disaster service workers are Custodial unit members and Food Service Worker unit members who provide meals to students and ensure disinfecting and cleaning in compliance with federal, state and local regulations. When Food Service Workers and/or Custodians are directed to report to a District worksite, the unit member shall be paid a premium rate of pay equal to the unit members regular pay rate (pursuant to Section 1 of this Agreement above) plus an additional one half times their regular pay rate. Premium pay will commence when the unit member arrives at the work location. If a unit member is called back during times which fall outside of the regular work shift hours for the classification, the unit member will receive compensation pursuant to the terms and conditions in the parties’ Collective Bargaining Agreement call back provisions.

- b) Unit members performing non-essential duties, or essential duties which can be performed remotely, as prescribed by the Continuity of Services Plan, may be directed by the District to work remotely from home or, in rare, infrequent and limited instances, be required to report to a worksite to work as needed with appropriate precautions (i.e. social distancing) as recommended by the Center for Disease Control and Department of Public Health.

3. If a unit member is ill and therefore unable to work as prescribed by the Continuity of Services Plan, the employee shall be allowed to use sick 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 provision.

4. The Parties understand and agree that the Superintendent and/or her designee will communicate decisions regarding changes to working conditions to the AFSCME President and Business Agent. The parties agree to negotiate any impacts of decisions related to COVID-19 to AFSCME bargaining unit members identified by AFSCME with AFSCME as soon as practical under the then current circumstances.

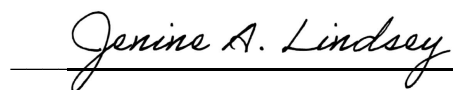
5. This is a non-precedent setting agreement to remain in effect through May 30, 2020 (the school closure period as of the date of this Agreement) and shall sunset unless otherwise agreed upon by the Parties. Both Parties agree that, if warranted by circumstances, the terms and conditions described above may be amended, extended, or rescinded by mutual agreement during the school closure period.

AFSCME



DATED: April 2, 2020


DISTRICT



DATED: April 2, 2020



Jody London, President, Board of Education
Dated: 6/11/2020



Kyla Johnson Trammell, Secretary, Board of Education
Dated: 6/11/2020