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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 Service Employees International Union (“SEIU Local 1021”) and Oakland Unified School District (“District”) Regarding School Closures During COVID-19 Pandemic

Action Requested Approval by the Board of Education of a Side Letter of Agreement between Service Employees International Union (“SEIU Local 1021”) and Oakland Unified School District (“District”) regarding school closures 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 and the District concluded negotiations of the impacts of the school closures and executed the subject MOU. The MOU expired on May 31, 2020.

Fiscal Impact Funding source(s): Any cost associated with the MOU will be covered by the existing budgets allocated for additional compensation (i.e. School Security Officer overtime) for SEIU Local 1021 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 Service Employees International Union (“SEIU Local 1021”) and Oakland Unified School District (“District”) Regarding School Closures During COVID-19 Pandemic.

SIDELETTER OF AGREEMENT

BETWEEN

SEIU LOCAL 1021

AND

OAKLAND UNIFIED SCHOOL DISTRICT

This is a Side Letter of Agreement (Agreement) between Oakland Unified School District (District) and Service Employees International Union ("SEIU Local 1021") (collectively the "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.

In order to promote the public health and the stability of employees, and to reduce the negative financial impacts on employees, SEIU 1021 and the District agree to the following:

1. Permanent SEIU 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 during their regularly scheduled work hours) to perform essential job duties during the closure period. The District will determine essential job duties and whether or not SEIU unit members are required to report to a District worksite. The Parties agree to jointly review appeals submitted by other unit members who were mandated to report to work physically by their supervisor (supervisor must confirm this request) during the shelter in place order to determine if premium pay should apply to the time. Premium pay will not be provided to individuals who volunteered to report to a site/department or was provided other compensation for reporting to the site/department. Unit members must submit appeal forms to the Labor Relations office on or before June 15, 2020.

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. Should the Governor activate disaster relief, additional services may be required.

- a) The Superintendent's current SEIU classifications designated to report to sites are School Security Officers (SSO's) who report to sites during a designated time for distribution of electronic devices and meals to students. When SSO's are directed to report to a District worksite for this purpose, the SSO 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. The parties
- b) Unit members performing non-essential duties, or essential duties which can be performed remotely, 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

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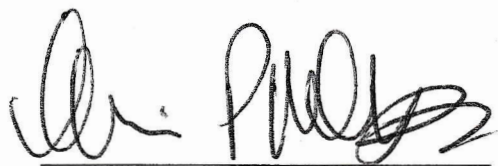
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- b) Unit members performing non-essential duties, or essential duties which can be performed remotely, may be directed by the District to work remotely from home or, in rare, infrequent and limited instances, be required to report to a worksite to work as

needed with appropriate precautions (i.e. social distancing and protective gear such as masks/face shields and gloves) as recommended by Cal-Osha, the Center for Disease Control and Department of Public Health.

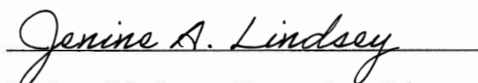
3. For all temporary/substitute employees, represented by SEIU 1021, OUSD shall provide that worker with additional pay warrants through May 30, 2020 (the end of the school year) equivalent to the last pay warrant received preceding the pandemic to mitigate the sudden and unexpected impact. These additional pay warrants shall be issued on April 15, 2020, April 30, 2020, May 15, 2020 and May 30, 2020.
4. OUSD shall follow Cal OSHA control standards of protection.
5. Any employee required to report to an Employer facility or work environment between the effective date of this Side Letter and its expiration shall receive direction and training necessary to carry out their job while protecting themselves from COVID-19 risk factors. In the event that the Employer intends to modify an employee's assignment to meet other needs during this period, such modification will not expand the employee's responsibilities beyond the scope of their job description.
6. 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.
7. The Parties understand and agree that the Superintendent and/or her designee will communicate decisions regarding changes to working conditions to the SEIU President and Business Agent. The parties agree to negotiate any impacts of decisions related to COVID-19 to SEIU bargaining unit members identified by SEIU with SEIU as soon as practical under the then current circumstances.
8. Nothing in this agreement shall be interpreted to limit the rights of the District or SEIU provided by the CBA or any federal, state or local regulation.
9. 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. Additionally, the parties upon written request by either party, the parties agree to discuss the contents of this MOU within a reasonable timeframe post the expiration of this Agreement.

For SEIU 1021:

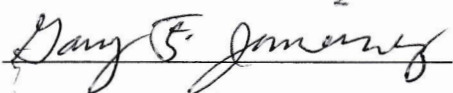
For Oakland Unified School District:



Melvin Phillips, Chapter President



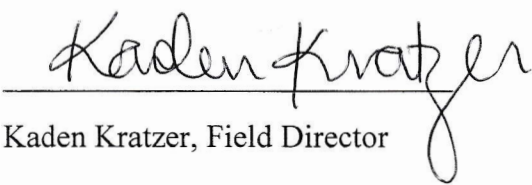
Jenine Lindsey, Executive Director Labor



Gary Jiminez, Field Representative



Gia White, Labor Analyst III

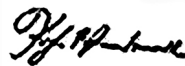


Kaden Kratzer, Field Director



Jody London, President, Board of Education

Dated: 6/11/2020



Kyla Johnson Trammell, Secretary, Board of Education

Dated: 6/11/2020