



Board Office Use: Legislative File Info.	
File ID Number	22-1653
Introduction Date	June 29, 2022
Enactment Number	22-1317
Enactment Date	6/29/2022 os

MEMO

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Sondra Aguilera, Chief Academic Officer
Joshua Daniels, General Counsel
Jenine Lindsey, Executive Director of Labor Strategy & ADR

Board Meeting Date: June 29, 2022

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

Action Requested and Recommendation

Approval of the Memorandum of Understanding (“MOU”) between Oakland Education Association (“OEA”), School Employees International Union Local 1021 (“SEIU Local 1021”), United Administrators of Oakland Schools (“UAOS”) 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 and Discussion

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



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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.”

Fiscal Impact

Summary of Projected Cost

<i>2021-22 One Time</i>	<i>2022-23 One Time</i>	<i>Combined Total</i>
\$162,713.75	\$162,713.75	\$325,427.50

One time compensation will be funded by grant dollars awarded by Kaiser Permanente, the Center for Disease Control and the City of Oakland to support health related initiatives. Additional information, details and updates to the projections above, if any, will be provided through the *AB 1200 Public Disclosure and Certification of Cost*.

Attachments

- *MOU Regarding Additional Compensation- Health Related Stipends*

Memorandum of Understanding
between
the Service Employees International Union;
the United Administrators of Oakland Schools;
and the
Oakland Unified School District
Regarding Additional Compensation for Health Related Lead Work
2021-22 and 2022-23 School Year

This Memorandum of Understanding (“MOU”) is entered into between the 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 unit members appointed as Champions as described below.

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

WHEREAS, grant funding from various community partners has been awarded to the District to support health related initiatives in the District;

THEREFORE, the Parties agree as follows:

1. Effective August 1, 2021 through May 30, 2023 unit members appointed to perform health related duties during the grant funded piloted programs below shall be compensated as follows:
 - a) **Wellness Champions: (Multiple Bargaining units)** Certificated and classified staff paid up to \$1,000 each year to fulfill duties linked to the [Wellness Champion Program](#). In support of OUSD Community Schools and the OUSD Wellness Policy, the Wellness Champion Program supports school site leadership and partnership around health and wellness. OUSD Site Wellness Champions lead specific health and wellness systems and programs at a school in addition to their assigned roles. [Michelle Oppen, Mara Larsen-Fleming]
 - b) **LGBTQ Champions: (Multiple Bargaining units)** Certificated and classified staff paid up to \$1000 each year to fulfill duties linked to the [LGBTQ Champion Program](#) [Ilsa Bertolini]

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- c) **Rainbow Club Champions: (Multiple Bargaining units)** Certificated and classified staff paid up to \$500 each year to fulfill duties linked to the [Rainbow Club Program](#) [Ilsa Bertolini]

- d) **Sexual Health (“SH”) Referral Champion: (Multiple Bargaining units)** Certificated and classified staff paid up to \$600 each year to fulfill duties linked to the [Sexual Health Champion](#)[Ilsa Bertolini]

In witness whereof, the parties hereto have executed this agreement this 14th day of September 2021. 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 \(May 10, 2022 11:21 PDT\)](#)

Keith Brown, President, OEA


[Lee Thomas \(Feb 17, 2022 16:15 PST\)](#)

Lee Thomas, President, UAOS


[Phyllis Copes \(Feb 17, 2022 11:24 PST\)](#)

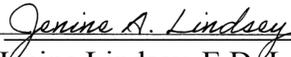
Phyllis Copes, President, SEIU



Andrea Bustamante, E.D. CSSS



Tara Gard, Chief Talent Officer



Jenine Lindsey, E.D. Labor Relations

Signature: 
Keith Brown (Apr 26, 2022 15:53 PDT)

Email: president@oaklandea.org



6/30/2022

Gary Yee, President, BOE



6/30/2022

Kyla Johnson-Trammell, Superintendent & Secretary, BOE