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# Memo

**To** Board of Education

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

**Board Meeting Date** September 23, 2020

**Subject** Side Letter of Agreement between Service Employees International Union ("SEIU Local 1021") and Oakland Unified School District ("District") Regarding The Impacts of the COVID-19 Pandemic during Fall of 2020.

**Action Requested** Approval by the Board of Education Side Letter of Agreement between Service Employees International Union ("SEIU Local 1021") and Oakland Unified School District ("District") regarding the impacts of the COVID-19 Pandemic during the Fall of the 2020-21 school year.

**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 August 5, 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 is effective August 5, 2020 and expires on January 31, 2021.

**Fiscal Impact** Funding source(s): Any cost associated with the MOU will be covered by the existing budgets allocated for additional compensation (i.e. Safety Lead Stipends) for SEIU Local 1021 bargaining unit members. Such cost will be captured in the District's Interim Reports and in the closing of the 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 the Impacts of the COVID-19 Pandemic in Fall of 2020.

**SIDELETTER OF AGREEMENT**  
**BETWEEN**  
**SEIU LOCAL 1021**  
**AND**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Impacts of COVID-19 Pandemic Fall 2020**

This is a Side Letter of Agreement (Agreement) between Oakland Unified School District (District) and Service Employees International Union (“SEIU Local 1021”), 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 Learning and Attendance 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 **consistent with this MOU**. The District will determine essential job duties and whether or not SEIU 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. **Should the Governor activate disaster relief, additional services may be required.**

- a) 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 and consistent with provisions of this MOU. Unit members may report to school sites and or departments on a voluntary basis. **All unit members are required to follow all safety precautions. The District shall train all unit members on the use of PPE, safety precautions and COVID-19 prevention.**
- b) **Safety Leads. A select number of unit members shall be directed to support in person activity at school sites full-time as Safety Leads District-wide. Safety Leads shall be provided a \$150 stipend per week (on a rotational basis) subject to completion of mandatory training and performance of duties as outlined in the District’s COVID-19 Safety Plan. The District and SEIU shall meet and confer to review the list of unit members receiving the stipend.**

- c) **Unit members who are called to report but are unable to do so, due to illness or unique circumstances shall be allowed to use sick leave consistent with the CBA and applicable federal, state and local law.**
3. OUSD shall follow Cal OSHA control standards of protection
  4. 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.
  5. If a unit member is ill and therefore unable to work as prescribed by the Continuity of Learning and Attendance 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.
  6. 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.
  7. 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.
  8. This is a non-precedent setting agreement to remain in effect while all schools are closed due to shelter in place and shall expires January 31, 2021. Nothing in this Agreement shall be interpreted or implemented in violation of any federal, state or local law including but not limited to the, ADA, IDEA, and or FERPA. 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, 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:

Gary Jimenez

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**Signature:** Gary Jimenez  
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Jenine A. Lindsey

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