



# Alameda County Office of Education

---

L. K. Monroe Superintendent of Schools

May 14, 2021

Shanthi Gonzales, President  
Board of Education  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

RE: Public Disclosure of Collective Bargaining Agreement Between the Oakland Unified School District and Memoranda of Understanding (MOUs) Regarding In-Person Instruction with AFSCME, Building, Construction, and Trades Council (BCTC), Teamsters Local 71, the Service Employees International Union (SEIU), and United Administrators of Oakland Schools (UAOS).

Dear President Gonzales,

The Oakland Unified School District (OUSD or District) filed a QUALIFIED certification of the District's 2020-21 Second Interim Budget Report with the Alameda County Office of Education (ACOE). Per Government Code 3540.2, a district with a qualified certification is required to submit any proposed bargaining agreement to ACOE for review and comment at least ten working days prior to board action. The purpose of our review is to determine whether any agreement will materially affect the financial condition of the District in the current and two subsequent fiscal years.

ACOE received the Public Disclosure of Collective Bargaining Agreement (CBA) and Memoranda of Understanding (MOUs) regarding Impacts and Effects of Reopening Schools for In-Person Learning and Student Supports in Spring of 2021 for AFSCME, BCTC, Teamsters, SEIU, and UAOS on April 20<sup>th</sup> and has been engaged with OUSD within its review. We appreciate the District submitting the disclosure to our office for review prior to the board meeting.

**Collective Bargaining Agreement between AFSCME**

The MOU dated March 26, 2021, between OUSD and AFSCME covering the period of March 26, 2021, through June 30, 2021, provides for the following,

*Phase 1: March 30, 2021, through April 14, 2021*

“If a paraeducator opts to return, the unit member shall provide in-person instructional support and related services to students in accordance with the scheduled arranged at the school site with a teacher or supervisor and shall be compensated a \$150.00 stipend for each week in person prior to the mandatory return date for all employees.”

*Phase 2: April 14, 2021, and April 15, 2021*

“Custodians will continue to support the transition of students to in-person learning following all District COVID Safety Protocols for Cleaning. All custodians must complete mandatory training to ensure compliance...and shall be compensated \$150.00 each week during the four week transition period (March 15, 2021, through April 15, 2021.)”

*Compensation*

- a) “All AFSCME unit members actively employed by the District as of the date of this agreement who work in person as required by their immediate supervisor effective march 30, 2021 and through June 30, 2021, shall be eligible for a \$2,000 stipend.”
- b) “Paraeducators and Custodians selected to be “Peer to Peer Trainers” shall receive a 5% monthly stipend effective April 1, 2021, through June 30, 2021.”

**Collective Bargaining Agreement between BCTC**

The Reopening MOU entered on April 14, 2021, provides for the following,

“All permanent unit members who are working in person as of the date of this Agreement and who were actively employed by the DISTRICT during the 2020-2021 school year during the Coronavirus pandemic the following:

- i) A one-time stipend of two thousand dollars (\$2,000.00). All stipends outlined shall be disbursed within 60 days of the last day of the academic school year (May 28, 2021).
- ii) A one-time payment equal to 3.5% of the unit members’ base salary earned between January 1, 2021, and June 30, 2021. Unit members eligible for the payment are those employed as of May 28, 2021.”

**Collective Bargaining Agreement between Teamsters**

The MOU entered on April 6, 2021, between OUSD and the Teamsters, provides for the following,

“All permanent unit members who are working in person as of the date of this Agreement who were actively employed by the District during 2020-21 school year during the Coronavirus pandemic shall receive a one-time stipend of two thousand dollars (\$2,000.00). All stipends outlined shall be disbursed within the 60 days of the last day of the academic school year (May 28, 2021).”

**Collective Bargaining Agreement between SEIU Local 1021**

The MOU entered on March 23, 2021, between OUSD and SEIU, provides for the following,

- 1. “Compensation
  - a) All permanent unit members, who report in person to support the reopening of schools to students on March 30, 2021, shall be provided a \$2,000 stipend. All stipends outlined below shall be disbursed within 60 days of the last day of the academic school year (May 28, 2021).

- b) All Substitute Unit Workers who report to school sites to work in stable cohorts effective March 30 through May 28 shall be eligible for a \$500 stipend.
- 2. All unit members providing in-person services to support the transition of students to in-person learning in Spring of 2021, shall be entitled to a stipend equal to 5% of the monthly salary in April and May of 2021. (Specific classifications shall be provided the stipend based on the performance of duties as outlined in the MOU.)”

**Collective Bargaining Agreement between United Administrators of Oakland Schools (UAOS)**

The MOU dated March 22, 2021, between OUSD and UAOS, provides for the following,

- a) “All unit members shall be provided a one-time payment equal to 3.5% of the unit members base salary earned between January 1, 2021, and June 30, 2021. Unit members eligible for the payment are those employed as of May 28, 2021.
- b) All UAOS unit members who are active as of March 20, 2021, who support in-person and hybrid reopening effective March 2021 through May 28, 2021, shall be provided a \$2,000 one-time stipend in recognition of the increased workload that is related to a shift to hybrid and in-person instruction to be paid out by May 31, 2021. Increased workload tasks
- c) All School Site Administrators who support the reopening of schools in person shall be eligible for an additional \$2,000 stipend. Central office unit members who are assigned to provide in-person support (on a voluntary basis) March 30, 2021, and through May 28, 2021, shall be eligible for the additional \$2,000 stipend.
- d) If at least 50% of central office unit members volunteer to support the reopening of schools pursuant to this Agreement, all unit members actively employed during the reopening period shall be eligible for stipends. (outlined)”

**Fiscal Impact of the Agreements**

Per OUSD’s Public Disclosure of CBA, the fiscal impact of these agreements will be funded by revenue from one-time sources projected in 2020-21. These funds include the AB86 In-Person Instruction and Expanded Learning Opportunity Grants, as well as the ESSER II funds for Coronavirus Response and Relief.

Estimated Fiscal Impact projected in District’s Disclosure Documents:

<b>Description</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>Cumulative Cost over 3 years</b>
One-Time Fiscal Impact	\$7,844,463	\$0	\$0	\$7,844,463
One-Time Adjustment (OEA)	\$1,772,808	\$0	\$0	\$1,772,808
<b>Total Fiscal Impact</b>	<b>\$ 9,617,271</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 9,617,271</b>

Upon review of OUSD's 2020-21 Second Interim Budget Report and the Public Disclosure of CBA, it appears the District will be able to meet its minimum Reserve for Economic Uncertainties (REU) for the current and subsequent two years.

Based on the anticipated In-Person Instruction and Expanded Learning Opportunity Grant funding, the impact of this Tentative Agreement is reasonable as a one-time expenditure. Pursuant to Assembly Bill (AB) 2756 and GC Section 3547.5(c) the county superintendent is granted the authority to take specific action if a school district does not process the budget revisions necessary to meet the costs of the agreement in each year of its term.

### **Structural Deficit Spending**

In the updated Multiyear Budget Projection (MYP) submitted with the Public Disclosure, the District is projecting to deficit spend \$2.3 million in 2022-2023. This deficit includes reductions in Certificated and Classified Salaries as well as \$3.2 million in unidentified reductions to 2021-22 and \$58.6 million in unidentified reductions to 2022-23. ACOE acknowledges the District is working on a plan to address its structural deficit.

As shared with the District's Leadership Team in ACOE's bi-weekly meeting, the District's Third Interim Budget Report is due to ACOE, the State Controller, and the CDE no later than June 1, 2021, and should include the impact of this settlement, any adjustments since Second Interim, as well as the board-approved revisions to afford this settlement. As the District approaches the development of its 2021-22 Adopted Budget, the District's financial report for both the current and subsequent fiscal years should include its most current assumptions as well as the incorporation of the District's Board-approved strategic plan outlining any required adjustments in the District's MYP.

### **Conclusion**

ACOE supports OUSD's progress with reopening and recognizes these AB 86 resources are principally to support the students most affected by the COVID pandemic. ACOE encourages the Governing Board to continue its hard work of balancing students' needs with its fiduciary responsibilities. We greatly appreciate the assistance and cooperation of the District's business office during our review process. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,



L.K. 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  
Tony Thurmond, State Superintendent of Public Instruction, CDE  
Chris Learned, Fiscal Oversight Trustee, Oakland USD  
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE  
Shirene Moreira, Interim Chief of District Business & Advisory Services, ACOE