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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

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

Meeting Date May 26, 2021

Subject Memorandum of Understanding between American Federation of State, County, and Municipal Employees and Oakland Unified School District Regarding Impacts and Effects of Reopening Schools for In Person Learning and Student Supports in Spring of 2021

Ask of the Board Approval of the Memorandum of Understanding between American Federation of State, County, and Municipal Employees (“AFSCME”) and Oakland Unified School District (“District”) Regarding Impacts and Effects of Reopening Schools for In Person Learning and Student Supports in Spring of 2021 (“TA”)

Background AFSCME represents Custodians, Food Service Workers, Paraeducators, Licensed Vocational Nurses and 504 Technicians permanently employed by the District. As the District designed its phased-in approach to reopening schools to in person instruction this Spring, AFSCME identified negotiable impacts and effects. Through the impact and effects bargaining process, the attached TA between AFSCME and the District Regarding Impacts and Effects of Reopening Schools in Spring of 2021 was reached.

Discussion 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.” Alameda County Office of Education has reviewed the MOU and has not provided any notice that it would endanger the fiscal well-being of the District (see attached letter).

Separately, under Government Code section 3547.5(a), OUSD must disclose the “major provisions” of the TA, “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” before the Board of Education may approve the TA.

Fiscal Impact

Information on the costs incurred by the District related to the TA can be found in the documents provided by the Alameda County Office of Education.

Attachment(s)

- Memorandum of Understanding between American Federation of State, County, and Municipal Employees and Oakland Unified School District Regarding Impacts and Effects of Reopening Schools for In Person Learning and Student Supports in Spring of 2021
- Alameda County Office of Education Letter (Dated May 14, 2021)
- Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

Memorandum of Understanding
between the
AFSCME
and the
Oakland Unified School District

March 26, 2021

*Regarding Impacts and Effects of Reopening Schools for In Person Learning and Student
Supports in Spring of 2021*

WHEREAS, The Parties agree that the health and safety of our students, staff and families is at the forefront of a return to onsite instruction and operations to support in person learning for students.

WHEREAS, The Parties acknowledge that classified staff play a critical role in serving students and families District-wide;

WHEREAS, in light of COVID-19 AFSCME members have and will continue to provide essential services to students, families, and school communities under extenuating circumstances; and

WHEREAS, AFSCME members will be needed to launch the reopening schools for in person learning and instruction including tasks that are unique to operating schools in person during the COVID-19 pandemic;

NOW THEREFORE, the Parties agree as follows:

1. The District shall establish and maintain safe environments, provide PPE, develop clear protocols and procedures for maintaining safe and healthy facilities, and social distancing to prevent the spread of COVID-19 cases at school sites. In accordance with CAL OSHA regulations, air quality and air filters will be checked in every classroom monthly, or as requested by staff consistent with OUSD's Reopening Plan submitted to the Alameda County Office of Education.
2. Safety Checklist. All school site administrators shall be provided with a safety checklist consistent with safety requirements set forth by the Center for Disease Control (CDC) and the California Department of Education (CDE).
3. Contact Tracing. the District in conjunction with the Alameda County's Public Health Department and/or the State shall develop a contact tracing program free of cost for all students, families, and school staff, including a daily symptom check process. The district shall notify unit members immediately of any known positive cases of COVID-19 at their work location as required by law.

AFSCME-OUSD

MOU – Reopening Schools for In Person Instruction- Spring 2021

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4. COVID-19 Vaccinations. The District shall actively support and assist the Alameda County Department of Public Health to ensure the COVID 19 vaccine is available to unit members, the best of the District's ability. If the Alameda County Department of Public Health (ACDPH) prioritizes vaccinations for educators, unit members shall be prioritized consistent with ACDPH requirements.
5. Quarantine and Leaves. The District shall comply with the CBA and all applicable state, federal and local legislation as it relates to quarantine due to COVID exposure, vaccinations and leaves taken by employees. The District shall notify the President of AFSCME and the AFSCME Business Agent in accordance with AB 685 and ACPDH guidance.
6. Personal Protective Equipment. The District shall make available PPE to comply with safety requirements set forth by the Center for Disease Control and the California Department of Public Health as appropriate classification as follows:
 - i. Masks for all classifications
 - ii. Masks, face shields and gloves shall be provided for staff engaged in symptom checks or isolation monitoring.
 - iii. Masks, face shields or safety goggles, gloves and protective garments (i.e. smocks, reusable or disposable gowns) shall be provided to paraeducators, LVNs, 504 technicians and other unit members providing services to students with disabilities if close proximity is necessary. Reimbursement for disposable gowns purchased by unit members based on fit requirements will be provided up to \$250 consistent with the District's reimbursement process. (District will provide sizes XS-4XL).
 - iv. Nothing in this section precludes a unit member and supervisor from engaging in a discussion up to and including the interactive process regarding additional PPE.
 - v. Unit members may bring their own PPE so long as the PPE complies with CDC guidelines.
 - vi. Paraeducators that are trained to provide Specialized Medical Procedures (Lead SMPs) shall be provided with N-95 masks and have an opportunity to have them fit tested. This is optional but shall be available to all SMPs.
- b. The District shall follow the guidelines set by ACPHD for the quarantine, isolation and exposure of COVID-19 for all students, parents and bargaining unit members at all District sites.
- c. Provide guidance to parents, teachers, and staff reminding them of the importance of community physical distancing measures, including discouraging students or staff from gathering elsewhere.
- d. The District shall comply with OUSD's Injury and Illness Prevention Program COVID-19 and Injury and Illness Prevention Program COVID-19 Addendum

and other requirements from the ACPHD, CAL OSHA, and other State requirements.

7. Return to In Person Services for Paraeducators, LVNs, 504 Technicians: The baseline expectation is that all unit members will report, in person, to support the transition of students to in person learning through a phased in approach effective on March 30, 2021 through April 14, 2021 (the two week transitional period). All unit members will report by April 14, 2021 unless an exception is approved by the Chief of Talent. Paraeducators shall return as follows:
 - a. Phase 1: Paraeducators, LVNs and 504 Technicians Return In Person March 30, 2021 through April 14, 2021
 - i. Paraeducators assigned to SDC, RS and Inclusion programs at school sites with at least one teacher engaged with students in small cohorts (during the regular school day) shall be contacted by the Talent Department to determine their availability to return effective March 30, 2021. If the paraeducator opts to return, the unit member shall provide in person instructional support or related services to students in accordance with the schedule arranged at the school site (or department level for LVNs and 504s) with the 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.
 - ii. Paraeducators, LVNs and 504 Technicians returning in Phase 1 may work remotely on distance learning only days as determined by their school site or department weekly schedule (i.e. Wednesdays are distance learning days at most campuses).
 - b. Phase 2: On April 14, 2021 and April 15, 2021 Paraeducators, LVNs and 504 Technicians report in person for COVID safety training and professional development in preparation for the transition of students to in person learning. Trainings shall be scheduled in small cohorts to ensure physical distancing over the two day period (minimum days for students).
 - i. Students who are not in priority groups but who have opted into in-person hybrid instruction will return to campus for in person instruction on April 19, 2021.
 - ii. Effective April 15, 2021 all Paraeducators, LVNs and 504 Technicians shall serve students in person. Through the expiration of this Agreement, Paraeducators, LVNs and 504 Technicians may work remotely on days when no in-person instruction, preparation, training and/or professional development is scheduled. Approval of remote work will be made by the immediate supervisor on a weekly basis to ensure that adequate staff is available to serve students in person.


8. Custodians. Custodians will continue to support the transition of students to in person learning by following all District COVID Safety Protocols for Cleaning. All custodians must complete mandatory training (i.e. on the Custodial Alert system, use of Electrostatic Sprayers, bloodborne pathogens, COVID Safety for Custodians, Green Gloves Program) to ensure compliance with the District's COVID Safety Protocol, and shall be compensated \$150 each week during the four week transition period (March 15, 2021 through April 15, 2021). The standard work week, workday and hours shall be as prescribed by the CBA between AFSCME and OUSD.
9. Food Service Workers. Through April 30, 2021, the District and AFSCME agree that Food Service Workers will perform food service activities related to the preparation, packaging, and serving of meals to students. Where breakfast or lunch is being served to 80 or more students at a site receiving meals, a nutrition services worker will be offered an assignment at the site to perform duties including keeping meals counts, maintaining cleanliness and supervision of students during their assigned work hours. To the extent possible, Food Service workers will be assigned as follows:
 - a. Part time food service workers (.4 FTE) will be offered the positions to staff the meal services during this time period. Of those food service workers interested, selection for the assignments will be determined by first giving priority to the Food Service Worker(s) regularly assigned to the school site in order of seniority (provided that the worker has a servsafe certificate if required for the assignment).
 - b. Deployment of Food Service Workers per this provision shall be effective April 12, 2021.
10. Compensation. As additional tasks unique to the COVID-19 pandemic (which may not squarely fall within the job descriptions of AFSCME members) and the workload for unit members will increase to support the transition of students to in person learning, additional compensation shall be provided to unit members as follows:
 - 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. Payment of the stipend shall be disbursed within 60 days of the District's receipt of one time dollars from the state per AB 86 to support reopening schools, in person instruction and services and support to students during the Coronavirus pandemic or within 60 days of the last day of the academic school year (May 28, 2021), whichever date is sooner. The District shall notify AFSCME within ten (10) business days of the date in which the one time dollars are received from the state.
 - b) AFSCME and the District will partner to implement a peer to peer training program to ensure COVID Safety Protocols are implemented with fidelity. Food Service Workers, LVNs, 504 Techs, Paraeducators and Custodians selected to be


“Peer to Peer Trainers” shall receive a 5% monthly stipend effective April 1, 2021 through June 30, 2021.

All components of the current Collective Bargaining Agreement between AFSCME and the District not addressed by the terms of this Agreement shall remain in full effect. This MOU is non-precedent setting. This MOU resolves the negotiable effects of reopening schools for in person instruction during the 2020-21 school year. This MOU resolves the impacts and effects of reopening schools to in person learning and supports in Spring of 2021. In witness whereof, the parties hereto have executed this Agreement this 26th day of March 2021. This MOU shall expire in its entirety on June 30, 2021 and shall not be extended unless by mutual written agreement.

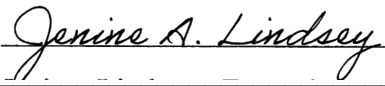
FOR AFSCME Local 257


FOR THE DISTRICT


By: 
Melisha Linzie (Mar 28, 2021 19:58 PDT)
Melisha Linzie, President AFSCME

By: 
Jennifer Blake (Mar 30, 2021 20:22 PDT)
Jennifer Blake, E.D. Special Education

By: 
Jo Bates, Business Agent, AFSCME

By: 
Jenine Lindsey, E.D. Labor Relations & ADR


Shanthi Gonzales, President, Board of Education 5/27/2021


Kyla Johnson Trammell, Secretary, Board of Education 5/27/2021


AFSCME Reopening Agreement re Reopening Schools 2021.doc (3)

Final Audit Report

2021-03-31

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By:	jenine lindsey (jenine.lindsey@ousd.org)
Status:	Signed
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 Document e-signed by jenine lindsey (jenine.lindsey@ousd.org)

Signature Date: 2021-03-31 - 4:10:46 AM GMT - Time Source: server- IP address: 174.194.142.35

 Agreement completed.

2021-03-31 - 4:10:46 AM GMT



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 20th 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:

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

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

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Oakland Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the SEIU Local 1021, Teamsters Local 70, BCTC, SEIU AFSCME, and UAOS, Bargaining Unit, during the term of the agreement from SEIU, March 23 – May 28, 2021, AFSCME March 26 – June 30, 2021 Teamsters April – May 28, 2021, BCTC April – May 28, 2021.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
Revenues/Other Financing Sources			
In Person Instruction/Expanded Learning – Rev Est w/IPI Days lost	\$38,700,000		
ESSER II	\$57,000,000		
Expenditures/Other Financing Uses			
One Time Stipends – UAOS, AFSCME, Teamsters, BCTC, SEIU	\$7,844,463		
<i>One-Time Stipends w/OEA Prev Submitted and approved 3.2021</i>	<i>\$5,006,884</i>		
Ending Balance Increase (Decrease)	\$82,848,653		

N/A _____ (No budget revisions necessary)

_____ *These projections are based on the attached assumptions, which become an integral part of this document.*



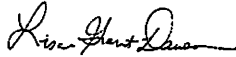
 District Superintendent (Signature)

Dr. Kyla Johnson-Trammell

District Superintendent (Type Name)

April 29, 2021

 Date



Chief Business Official (Signature)

March 21, 2021_____
Date

Lisa Grant-Dawson

Chief Business Official (Type Name)