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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 United Administrators of Oakland Schools 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 United Administrators of Oakland Schools (“UAOS”) 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** UAOS represents principals, assistant principals, community schools managers, program managers, and other certificated and classified administrators employed by the District. UAOS members hold a variety of roles providing services to students and families at school sites and District departments. As the District designed its phased-in approach to reopening schools to in person instruction this Spring, UAOS identified negotiable impacts and effects. Through the impact and effects bargaining process, the attached TA between UAOS 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 United Administrators of Oakland Schools 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  
United Administrators of Oakland Schools  
and the  
Oakland Unified School District

March 22, 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 both certificated and classified administrators play a critical role in serving students and families District-wide;

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

WHEREAS, UAOS 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.
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. 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 to staff engaged in symptom checks or isolation monitoring.
  - iii. Masks, face shields or safety goggles, gloves and disposable gowns for staff providing services to students with disabilities (if close proximity is necessary).
  - 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.
- 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.
6. The Parties recognize that closing campuses due to COVID-19 has in some instances

resulted in homeless encampments at unoccupied school sites. If a UAOS member notifies their immediate supervisor and the Chief Systems and Service Officer of homeless encampments within 150 feet of an unsecured school boundary (i.e. fence or gate), the District will make efforts to support unit members in resolving the issue as follows: a) Contacting the City of Oakland for support in creating distance between the campus and the encampment and/or b) Developing some form of boundary between the site and the encampment.

7. Preparation Time. In order to prepare for the transition of students to in person learning and support, unit members who supervise school site based staff shall be provided with one day of preparation time free of mandatory meetings and PPL, the week ending March 26, 2021, week ending April 16th and week ending April 23rd. Unit members assigned to schools sites may request an additional day each week, as needed. Such requests shall be honored if feasible (unit members may be required to attend safety training, or training aimed at ensuring unit members are abreast of recent and pertinent changes and/or guidance if time is limited).
8. Working Remotely. The baseline expectation is that all unit members will report, in person, to support the transition of students to in person learning effective March 30, 2021 and April 19, 2021. Unit members may request to work remotely or be directed to work remotely (i.e. if space is limited and physical distance consistent with CDC requirements is not possible). Such requests are subject to the approval of the Chief of Talent (or designee) and the unit members immediate supervisor.
9. Compensation. As additional tasks unique to the COVID-19 pandemic (which may not squarely fall within the job descriptions of UAOS 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 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:
    - i) Participating in planning meetings and working outside of the unit member's duty day.
    - ii) Family management above and beyond what normally is required during in-person instruction.
    - iii) Managing COVID protocols

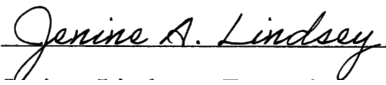
- iv) Time-Sensitive planning and development i.e. schedules for staff above and beyond what is normally required during in-person instruction.
    - v) Completing normal job responsibilities outside of the duty day while hybrid planning meetings occur during the duty day.
    - vi) All other tasks necessary for safe reopening of schools for student return on March 30th and April 19th.
  - 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. Such unit members will report to their assigned school site in person at least two days per week, and may be requested to support essential tasks associated with reopening schools in compliance with state and local COVID safety requirements (i.e. ingress and egress of students, including safety checks and supervision of students, or other duties assigned), On-site assignments shall be a minimum of 2 hours but no more than 4 hours per day, to ensure that unit members are provided with adequate time to complete tasks associated with their job duties. Post April 14, 2021 and through May 28, 2021, volunteer assignments may be done remotely, if a site is adequately staffed and the site administrator approves.
  - d) UAOS and the District shall partner to ensure that enough UAOS central office members volunteer to work at school sites to support a reopening on March 30, 2021 reopening for PK-2 and priority students and on April 19th for all elementary, sixth grade and priority students in all grades. 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 in both Section c and Section d)
10. To ensure that information regarding safety protocols and other pertinent information during the COVID-19 Pandemic is shared with UAOS members in a timely manner, all UAOS members shall be invited to the Districts All Administrator meetings.
11. Due to the impact of COVID-19 pandemic on the ability of UAOS members to take vacation time, the District agrees to suspend the implementation of Article 5.1.1.7 (cap on vacation accrual) until December 31, 2021. The District agrees to explore the option of a partial payout of vacation accrued by unit members in excess of the contractual cap and return to discuss with UAOS by May 31, 2021.

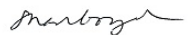

All components of the current Collective Bargaining Agreement between UAOS and the District not addressed by the terms of this agreement shall remain in full effect. This MOU is non-precedent setting. This MOU resolves the negotiable effects of reopening schools for in person instruction during the 2020-21 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 19th 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 THE UNION

FOR THE DISTRICT

By:   
Lee Thomas (Mar 29, 2021 20:47 PDT)

By:   
Jenine A. Lindsey

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









# Tentative Agreement UAOS Agreement re Reopening Schools 2021.doc (3)

Final Audit Report

2021-03-30

Created:	2021-03-30
By:	jenine lindsey (jenine.lindsey@ousd.org)
Status:	Signed
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## "Tentative Agreement UAOS Agreement re Reopening Schools 2021.doc (3)" History

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# Alameda County Office of Education

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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, Constructions, and Trades Council (BCTC), Teamsters Local 71, the Service Employees International Union (SIEU), 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

# 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)

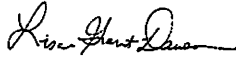
Dr. Kyla Johnson-Trammell

\_\_\_\_\_

District Superintendent (Type Name)

April 29, 2021

\_\_\_\_\_  
 Date



\_\_\_\_\_  
**Chief Business Official (Signature)**

**March 21, 2021**\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Lisa Grant-Dawson**  
**Chief Business Official (Type Name)**