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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 Oakland Unified School District and Building, Construction and Trades Council Regarding Reopening Schools to In Person Services and Instruction 2020-21 School Year and COVID-19 the Pandemic

Ask of the Board Approval of the Memorandum of Understanding between Oakland Unified School District (“District”) and Building, Construction and Trades Council (“BCTC”) Regarding Reopening Schools to In Person Services and Instruction 2020-21 School Year and COVID-19 the Pandemic (“TA”)

Background BCTC represents carpenters, plumbers, electricians, painters, laborers, gardeners and other classified employees District employees known as buildings and grounds crafts. As the District designed its phased-in approach to reopening schools to in person instruction this Spring, BCTC identified negotiable impacts and effects. Through the impact and effects bargaining process, the attached TA between BCTC 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 Oakland Unified School District and Building, Construction and Trades Council Regarding Reopening Schools to In Person Services and Instruction 2020-21 School Year and COVID-19 the Pandemic
- 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
Oakland Unified School District
and
Building, Constructions and Trades Council
Regarding Reopening Schools to In Person Services and Instruction
2020-21 School Year and COVID-19 the Pandemic

This is a Memorandum of Understanding/Agreement (“Agreement”) between Oakland Unified School District (“District”) and Building, Constructions and Trades Council (“BCTC”), collectively “Parties” related to the impacts and effects of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California Department of Public Health (ACDPH) Framework regarding Distance Learning and guidelines regarding in-person instruction the California Department of Public Health (“CDPH”) revised by AB 86 and California’s Guidance to Schools for Reopening dated January 14, 2020), and other federal state and local authorities guidelines.

WHEREAS, The Parties agree to reopen schools for in-person instruction to students in Spring of 2021.

Therefore the parties agree as follows:

I. COVID Vaccinations

1. 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 to the best of the District’s ability.

II. Health and Safety

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 (See OUSD's reopening plan <https://www.ousd.org/reopening> 2021). The District shall consult the 2020- 21 Projected Baseline Site Utilization Guidelines.
2. Members shall not be required to sign any waivers unless agreed to by BCTC.
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. Personal Protective Equipment (PPE): The District shall make available, adequate 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:
 - a. Surgical masks will be available to unit members not listed below upon request.
 - b. Unit members may bring their own PPE so long as the PPE complies with CDC guidelines.
4. 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.
5. 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. In the event of an outbreak or confirmed COVID 19 cases in the school, the District shall respond consistent with guidance from the ACPHD, including closing schools, and returning to distance learning, if required to do so.

III. Compensation and Reopening Schools for In Person Instruction

1. Compensation. As additional tasks unique to the COVID-19 pandemic (which may not squarely fall within the job descriptions of BCTC members) and the workload may possibly increase for BCTC members to support the reopening to in person learning, additional compensation shall be provided to unit members as follows:
 - a) 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.

IV. Temporary Suspension of CBA Terms Through December 21, 2021

1. Vacation Accrual. Due to the impact of COVID-19 pandemic on the ability of BCTC 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.
2. Labor Management Committee. The Parties agree to suspend the formation of the Labor Management to be formed for the purpose of comparing Department of Industrial Relations prevailing wage rates to unit member wage rates pursuant to Article 5 of the CBA until December 31, 2021.

The Parties acknowledge that an Executive/Government Order, Judicial Order or Federal, State or Local regulation providing criteria for offering in school instruction, and/or guidance from the California Department of Education shall supersede criteria outlined in this agreement wherever applicable. At the written request of either party, the parties shall meet to negotiate any impacts and effects of changes to such provisions as soon as possible.

All components of the current Collective Bargaining Agreement between BCTC 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. The District and/or BCTC reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures due to COVID-19 in the 2020-21 school year. This MOU entered into by the Parties on this ____ day of April 2021, shall expire in full without precedent on the last day of the traditional school year for 2021 (May 28, 2021).

For BCTC 70:

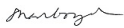
For Oakland Unified School District:


Edward Escoto Alvarez (Apr 14, 2021 16:43 PDT)



Eddie, Alvarez, Alameda County Building
and Construction Trades Council

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









Spring BCTC Side Letter of Agreement

Final Audit Report

2021-04-14

Created:	2021-04-14
By:	Ronald Morrisjr (ronald.morrisjr@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0BcySAFkUsCfHRBm1zj1pmc5--E2B39E

"Spring BCTC Side Letter of Agreement" History

-  Document created by Ronald Morrisjr (ronald.morrisjr@ousd.org)
2021-04-14 - 8:24:38 PM GMT- IP address: 73.223.93.122
-  Document emailed to jenine lindsey (jenine.lindsey@ousd.org) for signature
2021-04-14 - 8:24:58 PM GMT
-  Email viewed by jenine lindsey (jenine.lindsey@ousd.org)
2021-04-14 - 8:25:09 PM GMT- IP address: 66.249.84.83
-  Document e-signed by jenine lindsey (jenine.lindsey@ousd.org)
Signature Date: 2021-04-14 - 8:25:29 PM GMT - Time Source: server- IP address: 73.223.93.122
-  Document emailed to Edward Escoto Alvarez (eddie@btcalameda.org) for signature
2021-04-14 - 8:25:31 PM GMT
-  Email viewed by Edward Escoto Alvarez (eddie@btcalameda.org)
2021-04-14 - 8:30:31 PM GMT- IP address: 12.251.14.26
-  Document e-signed by Edward Escoto Alvarez (eddie@btcalameda.org)
Signature Date: 2021-04-14 - 11:43:51 PM GMT - Time Source: server- IP address: 47.232.153.167
-  Agreement completed.
2021-04-14 - 11:43:51 PM GMT



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 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.*



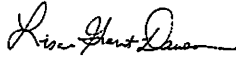
 District Superintendent (Signature)

April 29, 2021

 Date

Dr. Kyla Johnson-Trammell

 District Superintendent (Type Name)



Chief Business Official (Signature)

March 21, 2021 _____
Date

Lisa Grant-Dawson

Chief Business Official (Type Name)