

SEIU Local 1021
and
Oakland Unified School District

February 23, 2022

- 1. Testing, Communication and Contact Tracing, and COVID-19 Dashboard**
 - 2. Nutrition Breaks and Large Spaces**
 - 3. Ventilation**
 - 4. Quarantine and Independent Studies**
 - 5. COVID-19 Supplemental Pay**
 - 6. Hazardous Air Quality and Power Outages**
 - 7. On-Site Health Needs, Including PPE**
 - 8. Vaccine Education and Outreach**
-

This Memorandum of Understanding (“MOU” or “Agreement”) between Oakland Unified School District (“OUSD” or “District”) and Service Employees International Union Local 1021 (“SEIU” or “Union”), (collectively “Parties”) addresses additional safety measures during the 2021-22 school year in light of the COVID-19 pandemic. The provisions of this MOU will be implemented within two (2) weeks of approval by SEIU and the Board of Education, unless otherwise noted below.

1. Testing, Communication and Contact Tracing, and COVID-19 Dashboard

1.1. Testing

- 1.1.1. The District will provide weekly COVID-19 testing access for all students and staff consistent with CDPH guidance at all sites. When there are periods of limited supply and/or bandwidth, priority will be reserved for individuals with known exposures ahead of asymptomatic testing at school sites.

- 1.1.2. Within seven (7) days of ratification of this Agreement, the District shall enter negotiations with all applicable vendors to pursue expansion of Regional Hub evening hours during periods of high positivity rates in the District. Regional hubs will continue to offer PCR testing in addition to rapid antigen testing.
- 1.1.3. All close contacts will have access to testing within 48 hours of a positive notification. Represented employees in prolonged close contact or those who test positive for COVID-19 will take a COVID-19 test on the fifth day or as soon as possible thereafter. Paid COVID-19 leave is contractually available to permanent unit members pursuant to the Parties' January 7, 2022 Memorandum of Understanding Regarding COVID-19 Employee Leave and January 14, 2022 Wellness Day.
- 1.1.4. The District will provide baseline COVID-19 testing access to all students and staff prior to a return from Spring Break. The Parties will make efforts to ensure that there are trained individuals at sites to facilitate testing upon return.
- 1.1.5. Families will be instructed to complete health screening prior to return from Spring Break. PCR testing will be available for symptomatic staff and students.

1.2. Communication and Contact Tracing

- 1.2.1. Service providers in prolonged close contact will be notified of a positive case and may refer other staff believed to be in close contact with the positive individual to the District's COVID-19 Response Team for appropriate follow-up without interference or repercussion.

1.3. COVID-19 Dashboard

- 1.3.1. The District and SEIU reaffirm that the District shall maintain a Public Dashboard that reports instances of confirmed positive cases with confirmation of school and/or worksite exposure on site.

2. Nutrition Breaks and Large Spaces

2.1. Nutrition Breaks - Indoors & Outdoors

- 2.1.1. Weather permitting, nutrition breaks shall occur outside to the greatest extent possible.
- 2.1.2. For nutrition breaks, the Parties will maximize social distancing where possible in alignment with CDC in-school dining guidance.
- 2.1.3. Ventilation/filtration will be operational in any indoor space used for nutrition breaks.
- 2.1.4. The Parties re-affirm that all SEIU represented employees entitled to a duty-free lunch break shall continue to be entitled to such lunch break.

- 2.1.5. Students will wear masks during nutrition breaks except when actively eating.
- 2.1.6. The District will provide the following equipment for each site, in a quantity determined by the number of students and staff at that site, in alignment with the amount of available square footage of outdoor space, so that outdoor dining is pursuant to the social distancing guidelines outlined in item 2.1.1. The District will provide updates to the President of SEIU with regard to outstanding orders or delays in providing this equipment.
 - Outdoor tables and chairs;
 - Trash, recycling, compost bins;
 - Shade structures (umbrellas) sufficient to provide shade for the dining area; and
 - Sanitizing stations or bottles of hand sanitizer.
- 2.1.7. For all indoor assemblies, schools will follow social distancing principles.
- 2.1.8. Assemblies and large events should occur outdoors whenever feasible. For indoor assemblies, schools will open windows, open doors, and/or utilize ventilation/filtration.
- 2.1.9. Unit members will be given the option to attend staff meetings in person or virtually provided that there is no disruption to instruction or school site operations.

3. Ventilation

3.1. Ventilation and Filtration in Large Spaces

- 3.1.1. “Large Spaces” are defined as libraries, auditoriums, and performing arts spaces where more than one class gathers. Air purifiers shall be placed in all large spaces.
- 3.1.2. HEPA filters and large fans will be installed in cafeterias to meet five (5) air exchanges per hour. Gymnasiums will have large industrial fans to support increased ventilation.
- 3.1.3. The District shall be responsible for ensuring that all portable air filters, HVAC systems, and water and electrical maintenance related to ventilation are being maintained.
- 3.1.4. HVAC systems shall operate continuously whenever spaces are occupied.
- 3.1.5. The Google form for requesting inspections/maintenance and reporting issues with HVAC systems and/or portable HEPA filters shall be made available to all members. The form shall be posted with other forms related to safety in a centralized digital location that is accessible from the OUSD website and shared with all members.

3.2. Specialized Services

3.2.1. Specialized Services

- 3.2.1.1. Behavioral health professionals and other service providers will be provided with classrooms and office spaces large enough to allow for social distancing consistent with Cal/OSHA guidelines.
- 3.2.1.2. Air filters will be provided to behavioral health professionals in these spaces.
- 3.2.1.3. In-person IEPs must be held in spaces that allow for social distancing, ventilation or filtration.

4. Quarantine and Independent Studies

4.1. When an Individual Student or Classroom is Quarantined by the District:

- 4.1.1. In the event that a whole classroom is quarantined by the District, unit members assigned to support students in classrooms shall follow the District's virtual learning schedules for students and legal requirements for independent studies.
- 4.1.2. When individual students are quarantined, unit members shall support the execution of written agreements, as required per the California Education Code, and the distribution of asynchronous work (online and/or paper packets) for students for the duration of the student's absence.
- 4.1.3. The District's central office Academic Team will continue to provide grade-level appropriate packets or online content on [Teacher Central \(ousd.org\)](https://www.ousd.org) to support written agreements.
- 4.1.4. All unit members assigned to temporarily supervise classes and/or class periods shall be compensated consistent with all provisions of this Agreement and the Collective Bargaining Agreement between the Parties.

5. COVID-19 Supplemental Pay

In light of certificated staffing shortages, increased caseloads and other work demands, and the expectation to perform out-of-class duties during the ongoing pandemic, the following bargaining-unit employees shall receive a five percent (5%) monthly stipend beginning the first pay period after ratification of this Agreement by SEIU and approval by the Board of Education for each month during which the employee is assigned to work out of class. This section shall sunset on June 30, 2022.

- a) Clerical Staff: Administrative Assistants and Attendance Specialist/Clerks assigned to support supervisors with supervising students and/or perform COVID-19-related clerical tasks performed in person at sites at departments;

- b) Instructional Support Specialists (“ISSs”);
- c) Instructional Assistants (“IAs”) (SPED, K-12 and CDC) appointed to serve as Health Gatekeepers to support health and safety protocols;
- d) Library Technicians;
- e) Interpretation Support: Interpreters appointed to support increased translation or interpretation;
- f) Health Assistants;
- g) Occupational and Physical Therapists; *and*
- h) Technology Services employees.

6. Hazardous Air Quality and Power Outages

6.1. Unhealthy Air Quality

The Parties recognize the necessity of outdoor ventilation and outdoor activities to maintain a safe school environment during the COVID-19 pandemic.

6.2. The Parties shall incorporate the [Air Quality Index Guidelines](#) as an appendix to this Agreement.

6.3. OUSD will continue to work closely with the Alameda County Office of Education and surrounding districts, and follow the guidelines in the School Air Quality Activity Recommendations. These recommendations were created by several agencies, including the California Department of Education, the California Air Resources Board, and the California Air Pollution Control Officers Union.

6.4. Power Outages

Mechanical filtration, including HEPA filters, is one layer to prevent the spread of COVID-19 in indoor spaces. Therefore, in the event of an unexpected power outage which delays the use of mechanical filtration, the District shall take the following actions:

6.4.1. For an unexpected outage, if the class has appropriate lighting, instruction can continue for the first 30 minutes after the outage begins. Unit members shall have the option of moving to a large outdoor space when feasible. The District will work with Buildings and Grounds and PG & E to identify the cause of the power interruption in a timely manner.

6.5. For an unexpected outage exceeding one (1) hour, or where outdoor learning is not possible due to facilities or air quality issues, the District will communicate next steps to families through its regular channels (i.e., ParentSquare).

6.6. The District shall promptly notify the unit members at the affected site(s) and the President of SEIU within one (1) hour of a site losing power.

7. On-Site Health Needs, Including PPE

- 7.1. The District will continue to provide quality (N95, KN95 and/or KF94) masks (one (1) per day) to students (in appropriate sizes) and staff consistent with CDPH guidance. OUSD will provide a backup supply of surgical masks for staff and students and will prioritize high-risk staff and students when providing N95, KN95 and/or KF94 masks.
- 7.2. School sites will implement District policies to regulate masking in all spaces, including classrooms, hallways, offices, and outdoors.

8. Vaccines Education and Outreach

- 8.1. To prepare for compliance with the Governor’s vaccination mandate dated October 4, 2021, the District will set up vaccine popup centers where feasible and to the extent such vaccine centers are staffed.
- 8.2. The District will continue to survey students, staff and families to assess the most common questions about COVID-19 safety and vaccination.
- 8.3. The District will make efforts to partner with community clinics and health-care professionals to provide vaccine information that is grounded in the most up-to-date science and is responsive to students, staff, and families’ questions and concerns.

The District will make a good-faith effort to implement the provisions of this Agreement within one (1) week of its ratification by SEIU members and approval by the Board of Education where permissible by law. With the exception of the section titled “COVID-19 Supplemental Pay,” all provisions of this Agreement shall expire on May 28, 2022. This MOU resolves all impacts and effects related to all safety concerns during the COVID-19 pandemic for the spring semester of 2021-22. This MOU shall expire in full without precedent on May 28, 2022 or as otherwise stated in the Agreement (e.g., COVID-19 Supplemental Pay (Section 5) expires on June 30, 2022). Notwithstanding the expiration of this Agreement, the Parties agree to meet and confer within seven (7) days of the expiration of this Agreement to discuss an extension of the above provisions for Summer School and/or Early Childhood Education as needed. The Parties acknowledge that certain provisions of this MOU are subject to the availability of limited resources (e.g., testing supplies). The Parties shall meet and confer at the written request of either Party regarding disputes related to this Agreement. All components of the current Collective Bargaining Agreement between SEIU and the District not addressed by the terms of this Agreement shall remain in full effect.

SEIU Local 1021

OAKLAND UNIFIED SCHOOL DISTRICT

Phyllis Copes

[Phyllis Copes \(Feb 23, 2022 15:49 PST\)](#)

Phyllis Copes, President

Jenine A. Lindsey

Jenine Lindsey, Executive Director, Labor Relations
Chief Negotiator



Tentative_Agreement_SEIU_and_OUSD_2_16_22.docx (1)

Final Audit Report

2022-02-23

Created:	2022-02-23
By:	jenine lindsey (jenine.lindsey@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfgrNo2Uz02yhk6qRHCKMFob-qbp1dfUD

"Tentative_Agreement_SEIU_and_OUSD_2_16_22.docx (1)" History

-  Document created by jenine lindsey (jenine.lindsey@ousd.org)
2022-02-23 - 11:47:49 PM GMT- IP address: 108.85.26.94
-  Document emailed to Phyllis Copes (phyllis.copes@ousd.org) for signature
2022-02-23 - 11:48:36 PM GMT
-  Email viewed by Phyllis Copes (phyllis.copes@ousd.org)
2022-02-23 - 11:48:50 PM GMT- IP address: 66.249.84.73
-  Document e-signed by Phyllis Copes (phyllis.copes@ousd.org)
Signature Date: 2022-02-23 - 11:49:25 PM GMT - Time Source: server- IP address: 104.192.9.115
-  Document emailed to jenine lindsey (jenine.lindsey@ousd.org) for signature
2022-02-23 - 11:49:27 PM GMT
-  Email viewed by jenine lindsey (jenine.lindsey@ousd.org)
2022-02-23 - 11:49:44 PM GMT- IP address: 66.249.88.12
-  Document e-signed by jenine lindsey (jenine.lindsey@ousd.org)
Signature Date: 2022-02-23 - 11:50:05 PM GMT - Time Source: server- IP address: 108.85.26.94
-  Agreement completed.
2022-02-23 - 11:50:05 PM GMT