

# In the dead of night, teachers union shuts down 7-day strike in Oakland, California

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At 3:00 in the morning local time Monday, the Oakland Education Association (OEA) announced a tentative agreement with Oakland Unified School District (OUSD) and called off a seven-day strike of 3,000 teachers. The union is calling the deal a “victory,” but in reality it is a betrayal that will address none of the underlying issues that drove teachers to strike in the first place. It also paves the way for the coming tens of millions of dollars in budget cuts and school closures as demanded by Democrat-run state and local governments.

Teachers and parents were informed in a 3:18 a.m. email that the strike was over and that Monday would be a “transition day,” where “There will be no OEA-sanctioned labor actions or picketing,” with teachers and students allowed but not expected to come to school.

“OEA has done a poor job at getting the word out to parents to generate support,” said an OUSD parent, who supported the strike. “Nobody understands the exact demands or how they will be implemented. It reads like a logistical nightmare.”

The agreement commits the district to essentially nothing beyond its initial pre-strike proposal. In a post-agreement press conference among applauding union bargaining team members, OEA President Ismael Armindarez said, “Today we reached an agreement to raise our compensation by 15 percent, including a historic collapse of our salary structure,” in addition to a \$5,000 one-time signing bonus. While this “collapse” is intended to refer to a reduction in the amount of time until teachers reach top pay, this agreement is also a collapse of the union’s own wage demands. Going into the strike, the union was calling for a 23 percent raise.

Starting salaries for new teachers, which make up a disproportionate share of all teachers in this high-turnover district, appear to be identical to the district’s pre-strike proposal. District communications state that its salary proposal for Transitional Kindergarten-12th grade teachers in Step 2, Column 1 (i.e., second-year classroom teachers on the lowest pay scale) was \$63,604, the exact number in the tentative agreement.

A “collapsed salary structure,” with raises occurring after fewer years of teaching, is unlikely to add substantial cost for the district because of its already atrocious yearly teacher attrition rate of 20 percent. The district will not have to pay higher salaries if new teachers do not stay long enough to get them. The primary causes of attrition—substandard pay, overwork and inadequate facilities and learning support resources—remain fundamentally unchanged

in the tentative agreement.

Starting wages for early childhood educators and pre-kindergarten teachers also covered in this agreement, are even more atrocious, at \$40,181 and \$37,039, respectively. Median rent for a one-bedroom apartment in Oakland is \$2,150 per month, or \$25,800 per year, nearly 70 percent of the annual salary of a pre-kindergarten teacher.

Teachers and parents on the picket lines are demanding livable salaries, adequate staffing and working conditions conducive to student learning. These demands include addressing pressing social needs, such as student homelessness, school closures and transportation access. Racist calls, which are demanding a disproportionate allocation of resources to black students, implicitly accept the lie that there are not sufficient resources to provide a quality education to *all* students in the district.

However, the OEA conducted the strike nominally on the basis of unfair labor practices (ULP) due to the district’s supposed refusal to negotiate in good faith on the union’s so-called “common good” proposals.

This weekend, the OEA and OUSD released signed agreements, nominally independent of the contract, on housing and transportation, school closures, community schools and “Black and Thriving Community Schools.” All four agreements do essentially nothing more than create union-district committees to lobby Democratic Party-controlled government agencies and corporate nonprofits for support, possibly giving the OEA an additional say in how budgets are cut.

## Funding cuts coming

The language on school closures captures the essence of the four “common good” agreements: “This Agreement in no way abrogates the ability or authority of OUSD to close or merge schools.”

Large cuts are coming. The OUSD currently faces a \$79 million budget deficit, with Alameda County Superintendent Alysse Castro—endorsed by OEA President Ismael Armindarez—calling for tens of millions in cuts in coming years. Furthermore, if the district does not close schools, the district is slated to potentially lose an additional \$10 million due to California Assembly Bill 1840,

backed by California's Democratic State Superintendent of Public Instruction Tony Thurmond, also endorsed by Armindarez.

The union highlights the supposed "gains" of several full-time positions in the tentative agreement, including nurses, network counselors and librarians. However, the district is already slashing jobs, including for support staff for early language literacy and special education. Without additional funding for the district, any "gains" in positions in this contract will be offset with cuts to other important educational resources.

Budget cuts are not explicitly mentioned in the agreement. Instead, the agreement codifies endemic overwork and understaffing. Instead of ensuring firm caps on class sizes and workloads, the agreement includes "soft caps," which the district can violate at will at minor additional cost.

For example, speech and language pathologists (SLP), who help students with communication difficulties, now have a soft cap of 50 students per employee. There is no hard cap on assignments, and the only consequence for assigning more than 50 students is that the district must provide a vaguely-defined "support plan." The district already has numerous SLP vacancies, and the overworked SLP team is already struggling to overcome the backlog of assessments and required student and parent meetings that resulted from the pandemic.

There is no hard cap for special education classes, which the contract now ambiguously renames "self-contained program" classes from the previous term "special day class."

The contract also includes a significant concession, striking the following language from the contract, "When psychologist positions become vacant, psychologists presently employed by Oakland Public Schools for less than full-time shall be given first consideration in filling these positions." In other words, the contract opens the door to the mass contracting out of psychologist positions, as has already been done for SLPs.

For school nurses, who are often stretched across multiple schools, the contract simply includes a formula for a modest extra compensation if caseloads exceed 1,350 students per nurse.

The justification for the latter point is particularly ominous, stating, "The Parties recognize that caseloads may fluctuate with increases or decreases in enrollment at school sites and based on student health needs."

This is one of only a few oblique references to the ongoing pandemic. The term "COVID" does not appear once in the tentative agreement. This makes clear that OEA and OUSD will do nothing to contain the ongoing spread of this deadly virus, which continues to kill hundreds of people each week in the United States alone. This is in keeping with the Democratic Party's end to all remaining pandemic-related public health measures this month, including systematic tracking of infections and deaths.

The only mention of ventilation, a critical measure to reduce the spread of this airborne pathogen, is a requirement that special education classrooms have adequate ventilation. There are no provisions that all classrooms in all school buildings have adequate ventilation, which is a common request from teachers in OUSD's dilapidated buildings.

It is noteworthy that although safe facilities was central among OEA's "Common Good" demands, there is no agreement on these

questions with OUSD. Instead, the contract simply creates another joint union-district committee to make recommendations around ventilation, indoor air quality, etc. This commits the district to precisely nothing even though over \$3 billion in facilities maintenance is needed just to meet the district's master plan. This addresses buildings with broken ventilation systems, water intrusion, mold, rat infestations and sewage leaks.

Teachers did not strike for seven days, including hours on the picket line in the cold rain, for a 3 percent raise in real terms and toothless union-district committees. Teachers and parents held mass pickets, sacrificing their wages without strike pay, to fight for their students' right to a quality education and for their right to make enough money to afford to provide that education.

This tentative agreement is a complete betrayal of OUSD teachers, students, and parents. The OUSD and OEA both justify this inadequate contract by echoing the Democrats' claim that there is "no money" to meet teachers' demands.

This claim is a lie. The San Francisco Bay Area is one of the wealthiest regions in the world. The resources exist to fully fund education with no cuts and closures, and an expansion of hiring, student services and much-needed building maintenance. However, the OEA is firmly bound to the Democratic Party and will not wage this fight.

We call on all teachers, parents and students who agree with the need for fully funded public education to form rank-and-file committees, under their own democratic control, independent of and in opposition to the OEA and the Democrats and Republicans. These committees must reach out as broadly as possible to other rank-and-file workers, including educators in other districts, health care workers, dock workers (who have been without a contract for nearly a year).

To get involved in this fight, please fill out the form below.



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