Agreement Between the Oakland Unified School District ("OUSD") and the Oakland Education Association ("OEA") Regarding Black Thriving Community Schools

1. OUSD shall create a Reparations for Black Students Taskforce (TF) to identify Historically Black Schools, defined as an OUSD school in which 40% or more of the students enrolled in the school are African American, and support the transformation of those schools into Black Thriving Community Schools that provide the wrap-around services and supports needed for African American students to thrive.

2. TF Duties and Responsibilities.

   a. Act as a shared decision-making body related to the creation and implementation of a Black Student Thriving Plan (which may include the identification of indicators) and facilitate a democratic process for supporting Historically Black Schools.

   b. Determining metrics and benchmarks for evaluation of the Black Student Thriving Plan.

   c. Recommend an independent third party to study and evaluate the impact of the Black Student Thriving Plan. Unless prohibited by law, OUSD shall contract with that independent third party to complete its study and evaluation no later than June 2025. In the event that the TF recommends a change to the June 2025 deadline, OEA and OUSD shall meet and confer to determine a new deadline.

   d. Continually support and, if needed, refine the Black Student Thriving Plan in partnership with key stakeholders (e.g., school site staff, community organizations) and as informed by school site needs.

   e. Develop and implement a fundraising plan to resource the Black Student Thriving Plan and other elements necessary for site based implementation of programs above the awarded community schools dollars.

   f. Where possible and appropriate, support and advise sites with grant writing to launch and sustain programs identified in the Black Student Thriving Plan.

   g. Report to the Board at least twice per year on the Black Student Thriving Plan.

3. TF Membership
a. The membership of the TF shall consist of no more than twenty one (21) members. OEA and OUSD aspire to a TF membership that reflects the need for members to understand the need to provide reparations for Black students in OUSD. OUSD shall appoint the TF members except as noted herein.

b. OEA may appoint up to four (4) members to the TF. Where possible, the TF members appointed by OEA shall work at Historically Black Schools.

c. At least (4) members of the TF may be appointed by other OUSD labor unions so long as there is the necessary documentation between OUSD and the labor unions.

d. OUSD shall appoint at least four (4) OUSD students as members to the TF, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members from Historically Black Schools.

e. OUSD shall appoint at least four (4) parents/guardians to the TF, at least one (1) of who must be nominated by the PSAC and at least one (1) of whom must be nominated by the CAC.

f. OUSD shall not appoint more than five (5) confidential OUSD employees to the TF.

g. OUSD shall make good faith to provide (or, more likely, to find a third party to provide) annual stipends (if permitted, an annual stipend of $500) to any TF member who is a member due to their status as an OUSD parent/guardian or an OUSD student.

4. TF Officers

a. The President of OEA and the Superintendent will each designate a TF member to serve as a co-chair for the TF for up to one year. Subsequent co-chairs shall be selected by the TF by majority vote.

b. The co-chairs, in consultation with the OUSD staff members assigned to the TF, shall set the TF meeting schedule and determine the agenda for TF meetings. Nothing herein empowers the TF or an individual TF member to direct OUSD staff in any way.
5. Teachers on Special Assignment

   a. Starting in the 2023-24 fiscal year and through the end of the 2025-26 fiscal year, the District shall create and maintain 5.0 FTE Teachers on Special Assignment (TSAs) to support Historically Black Schools and help implement the Black Student Thriving Plan. So long as the District actively recruits to fill these TSA positions, the failure to fill one or more of the TSA positions shall not be grievable.

   b. No employee in a TSA position shall be assigned to more than one OUSD school without mutual agreement from OEA and OUSD.

6. The Task Force and Community Schools Steering Committee will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.

7. Unless otherwise specified herein, for purposes of resolving problems that may arise from the application or interpretation of a provision of this Agreement, OEA and OUSD agree to utilize the process outlined in Article 14 of the OEA-OU SD Collective Bargaining Agreement.

8. This Agreement and the commitments and undertakings described in this Agreement, and all communications of every type by or between the District and OEA or to the public or third parties discussing, leading up to, or after finalization of this Agreement:

   a. do not establish any past practice and do not establish any precedent;

   b. are not intended to (i) be mandatory subjects of bargaining or constitute bargaining over permissible subjects, (ii) make these commitments or undertakings permissive subjects of bargaining beyond the scope of this Agreement, or (iii) expand the scope of mandatory or permissive subjects of bargaining; and

   c. shall not limit in any way the District's policy, managerial, or operational rights or discretion unless explicitly and expressly stated herein.

If OEA claims otherwise in any proceeding, or if any court or other tribunal determines otherwise, the commitments and undertakings in this Agreement shall become immediately null and void.
9. Except for Paragraph 8, if any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

10. This Agreement shall expire in full without precedent on June 29, 2025 and, as of that day, shall cease to have any force or effect.

IN WITNESS WHEREOF, OEA and OUSD hereto agree and execute this Agreement and to be bound by its terms and conditions contingent upon approval by the OEA membership and the OUSD Board of Education:

For OEA:

Ismael Amendariz
Name

Signature

May 12, 2023

For OUSD:

Joshua L. Daniels
Name

Signature

May 13, 2023