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

WHEREAS, in 2021, the State of California significantly broadened the California Community Schools Partnership Program (CCSPP) framework and the scope of work to include community and family engagement and most importantly shared governance so there is true collaboration in improving outcomes for students;

WHEREAS, OUSD applied to the California Department of Education CCSPP grant for multiple OUSD-operated schools;

WHEREAS, the State of California has awarded a CCSPP Cohort 1 allocation or grant to 53 OUSD-operated schools;

WHEREAS, OUSD has created a Community Schools Steering Committee (CSSC) composed of community members, parents/guardians, OUSD students, and OUSD employees;

WHEREAS, OEA and OUSD jointly wish to honor the shared decision making philosophy that underpins the CCSPP, including (but not limited to):

- Collaborative leadership and shared decision-making,
- Authentic and dynamic shared leadership in all aspects of school governance and operations,
- Genuine engagement in decision making about school climate, curriculum, and services, and
- Transparent and shared accountability to ensure information is both available and accessible;

WHEREAS, for the purpose of this Agreement, "Community Schools" are defined as OUSD-operated schools to which the State of California has awarded a CCSPP allocation or grant; and

WHEREAS, nothing herein may or is intended to jeopardize any of the OUSD’s CCSPP allocations or grants or contradict anything in OUSD’s CCSPP applications or award letters and, to the extent that it does so, is null and void.

THEREFORE, OEA and OUSD agree as follows:

1. CSSC Duties and Responsibilities.
a. Act as the shared district-level decision-making body required under the CCSPP.

b. Provide recommendations on how Community Schools can reach the following goals:
   i. Strengthen collaborative leadership practices with students, families, teachers, site staff, and community partners,
   ii. Expand support services to address impacts of poverty, the pandemic, and trauma on students' well-being and learning – with a focus on creating racially just and restorative school climates,
   iii. Strengthen school-family engagement to support student success, so that families are welcomed, safe, and healthy, and
   iv. Expand and improve student supports and enrichment opportunities to close the equity gap, so that all students graduate college, career, and community ready.

c. Report to the Board at least twice per year on the activities of the CSSC and the CCSPP, with at least one of the reports each year including an assessment of how well School Site Councils (SSCs) at OUSD Community Schools are implementing shared decision making.

d. Adopt bylaws to govern the CSSC.

e. Strive to operate by consensus in attendance but, when necessary, act as a body by a majority vote in attendance.

f. Support collaborative leadership and shared decision making by the SSCs at OUSD Community Schools, which shall include (but not be limited to) advising on and providing content for a training for the SSCs at OUSD Community Schools regarding successful community school best practices and shared decision making.

g. Nothing herein in any way abrogates the final and ultimate decision making ability or authority of the OUSD Board of Education.

2. CSSC Membership

a. Within 30 days of the date of ratification, the membership of the CSSC shall be changed to consist of no more than twenty one (21) members. OEA and OUSD are committed to a CSSC membership that reflects the historically underrepresented
demographic groups within OUSD. OUSD shall appoint the CSSC members except as noted herein.

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

c. At least (4) members of the CSSC 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 CSSC, at least two (2) of whom must be nominated by the OUSD Board of Education Student Board Members.

e. OUSD shall appoint up to four (4) parents/guardians to the CSSC, at least one (1) of whom 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 CSSC.

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

3. CSSC Officers

a. The CSSC shall, by majority vote, select Co-Chairs.

b. The Co-Chairs and the OUSD staff members assigned to the CSSC shall jointly set the CSSC meeting schedule and determine the agenda for CSSC meetings. Nothing herein empowers the CSSC or an individual CSSC member to direct OUSD staff in any way.

4. School Site Councils

a. SSCs, or subcommittees thereof, shall be the shared decision making body at Community Schools and such decisions shall be made by consensus but, when consensus is not reached, shall be made by majority vote.
b. Each SSC shall schedule a vote on its annual CCSPP Community School Implementation Plan and Budget.

5. The CSSC and the Reparations for Black Students Task Force will jointly review and align recommendations regarding support for schools that are both Historically Black Schools and Community Schools.

6. 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-OUSD Collective Bargaining Agreement.

7. 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 permissible subjects of bargaining beyond the scope of this Agreement, or (iii) expand the scope of mandatory or permissible 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.

8. Except for Paragraph 7, 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.

9. 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:

Ismail Armendariz
Name
Signature

May 13, 2023

For OUSD:

Joshua R. Daniels
Name
Signature

May 12, 2023

Kasey Lang Rith

June

Annie Xiong

Yvonne Burke

Hannah Phe	

Page 5 of 5