

Agreement Between the Oakland Unified School District ("OUSD") and the Oakland Education Association ("OEA") Regarding Housing and Transportation

1. OEA and OUSD Joint Initiative on Housing Issues

- a. OEA and OUSD shall work collaboratively together and with other willing public agencies and appropriate non-profit organizations to identify and focus on supports for (i) unhoused and housing insecure youth enrolled in OUSD and (ii) the families (e.g., parents, guardians, caregivers, sponsors) of students enrolled in OUSD who are housing insecure.
- b. OEA and OUSD shall advocate at the local, state, and federal levels to secure Section 8 vouchers and other financial resources to help meet the housing needs of (i) unhoused and housing insecure youth enrolled in OUSD and (ii) the families of students enrolled in OUSD who are housing insecure.
- c. OUSD shall collaborate with OEA in the implementation of Board Policy 7351 as it relates to the identification of possible locations that could be developed into housing for unhoused and housing insecure youth enrolled in OUSD.

2. OEA and OUSD Joint Initiative on Transportation Issues

- a. OEA and OUSD will attempt to collaborate with the City of Oakland to identify, develop, and institute comprehensive traffic safety improvements adjacent to OUSD owned property.
- b. OEA and OUSD will work collaboratively together and with AC Transit to expand access to free bus passes provided by AC Transit to all OUSD students, with a priority for students who qualify for free and reduced lunch.

3. 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.

- 4. Except for Paragraph 3, 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.
- 5. 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 Armendariz  
Name  
[Signature]  
Signature

For OUSD:

Joshua R. Daniels  
Name  
[Signature]  
Signature

May 13, 2023

May 12, 2023

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