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

1. Prior to closing or merging an OUSD-operated school that exclusively serves one or more grades between grades TK through 12, OUSD shall follow the process outlined in subdivisions (a) and (d) of Education Code section 41329, as it read on May 10, 2023.

   a. Paragraph 1 shall apply even if OUSD is no longer in financial distress as defined in Education Code section 41329.

   b. With respect to the possible closure of an OUSD-operated school, the OUSD Board of Education, by unanimous vote, may override one or more of the process requirements set forth in Paragraph 1.

2. This Agreement in no way abrogates the ability or authority of OUSD to close or merge schools.

3. 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.

4. 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.
5. Except for Paragraph 4, 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.

6. 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:

[Signature]

Name

May 13, 2023

For OUSD:

[Signature]

Name

May 13, 2023