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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Joshua R. Daniels, Chief Governance Officer

Meeting Date June 21, 2023

Subject Black Thriving Community Schools Agreement

Ask of the Board Approval of the Agreement between the Oakland Unified School District and the Oakland Education Association Regarding Black Thriving Community Schools

Background & Discussion On May 13, 2023, representatives for the District and the Oakland Education Association (“OEA”) reached the attached Black Thriving Community Schools Agreement. On May 24 and 25, 2023, the Black Thriving Community Schools Agreement was amended to clarify the desire for the Reparations for Black Students Task Force to reach a decision by consensus and then, when necessary, by majority vote. (Hereafter, the term “Agreement” shall refer to Black Thriving Community Schools Agreement as amended.)

Under Government Code section 3540.2 (sometimes referred to as “AB 1200”), OUSD is required to allow the Alameda County Office of Education (“ACOE”) time “to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representatives of the employer” so that ACOE can notify OUSD if the agreement “would endanger the fiscal well-being of the school district.” ACOE has reviewed the Agreement and has not provided any notice that it would endanger the fiscal well-being of the District.

Separately, Government Code section 3547.5(a) requires a school district to disclose the “major provisions” of a “written agreement with an exclusive representative covering matters *within the scope of representation.*” While section 3547.5(a) does not apply in this situation as the Agreement is not within the scope of representation, the major provisions are nonetheless summarized below in the interest of transparency.

- **Reparations for Black Students Task Force (“TF”):** The Agreement would require the District to create the TF, which will be comprised of 21 memberships selected as outlined in the Agreement. Additionally the

Agreement would set forth the duties and responsibilities of the TF as well as the authority of the TF's officers and the OUSD staff assigned to support the TF.

- **Teachers on Special Assignment ("TSA"):** The Agreement would require OUSD to create and maintain 5.0 FTE TSAs from 2023-24 through 2025-26. The TSAs would be assigned to support Historically Black Schools (as defined in the Agreement) and to help implement the Black Students Thriving Plan developed by the TF.

The Agreement expires without precedent on June 29, 2025.

Fiscal Impact

The estimated cost of the Agreement is slightly less than \$750,000 for each year, with this cost coming exclusively from the 5.0 FTE TSAs.

Attachment(s)

- Agreement between the Oakland Unified School District and the Oakland Education Association Regarding Black Thriving Community Schools
- Alameda County Office of Education Letter

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-OUSD 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.

Amendment No. 1 to Agreement Between the Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) Regarding Black Thriving Community Schools

This Amendment No. 1 amends the Agreement Between the Oakland Unified School District (“OUSD”) and the Oakland Education Association (“OEA”) Regarding Black Thriving Community Schools (“Agreement”) as follows:

- Add the following as Subparagraph h of Paragraph 2: “Strive to operate by consensus in attendance but, when necessary, act as a body by a majority vote in attendance.”

All other provisions of the Agreement remain unchanged and in full force and effect as originally stated.

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

DocuSigned by:

Ismael Armendariz

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Signature

For OUSD:

Joshua R. Daniels

Name

Josh Daniels

Signature

May 25, 2023

5/25/2023

May 24, 2023



June 21, 2023

Dr. Kyla Johnson-Trammell, Superintendent
Members of the Board of Education
Oakland Unified School District (OUSD)
1000 Broadway, Suite 680
Oakland, CA 94607

RE: Public Disclosure of Four Agreements between OUSD and the Oakland Education Association (OEA) & 2022-23 Third Interim Budget Report Update

Dear Superintendent and Members of the Board,

ACOE has received OUSD's 2022-23 Third Interim Financial Report along with OUSD's Public Disclosure of the fiscal impact associated with the four (4) separate Agreements between OUSD and the OEA.

The four Agreements reviewed by ACOE are:

1. Agreement between OUSD and the OEA regarding Black Thriving Community Schools (including Amendment No. 1)

Primary elements of the Black Thriving Community Schools Agreement include:

- OUSD shall create a Reparations for Black Students Taskforce (TF) to support Historically Black Schools and their transformation into Black Thriving Community Schools;
- OUSD will contract with a third party to study and evaluate the impact of the Black Student Thriving Plan;
- TF will develop & Implement a fundraising plan to support the Black Student Thriving Plan;
- TF will support grant writing to launch and sustain Black Students Thriving Plan programs;
- Annual Stipends (approximately \$500) – OUSD shall make a good faith effort to provide for stipends (or find a third party to provide) to TF members who are OUSD parent/guardian or student;
- OUSD shall create and maintain 5.0 FTE Teachers on Special Assignment (TSAs) for 2023-24 through 2025-26 to support the Black Student Thriving Plan;
- Expires June 29, 2025.

The Fiscal Impact as assessed by OUSD's Business Office to fund the TSAs from 23-24 through 25-26 is approximately \$749,375 annually, for a total fiscal impact through the fiscal year 2025-26 of \$2.25 million. OUSD proposes to use the District's current staff to absorb the other primary functions. OUSD has projected to use the District's fund balance to address the \$2.25 million obligation for the TSAs. ACOE's Business Office believes the proposed agreement has additional associated costs once it is operationalized.

2. Agreement between OUSD and the OEA regarding the Community Schools Grant

Primary elements of the Black Thriving Community Schools Agreement include:

- 53 OUSD-operated schools received a grant;
- OUSD has created a Community Schools Steering Committee (CSSC);
- Goal of increasing family and community engagement;
- Provide recommendations as to how Community Schools can reach their goals;
- Goal of expanding support services;
- Good faith effort to provide (or find a third party to provide) for annual stipends to any committee member who is an OUSD parent/guardian or student;
- Report at least twice per year to the OUSD board;
- Expires June 29, 2025.

OUSD's Business Office does not project an associated cost. ACOE's Business Office believes the proposed agreement has additional associated costs that are addressed by current OUSD staff and the California Community Schools Partnership Program Grant.

3. Agreement between OUSD and the OEA regarding Housing and Transportation

Primary elements of the Housing and Transportation Agreement include:

- OUSD & OEA will work collaboratively with other public agencies and non-profits to support housing-insecure families;
- OUSD will collaborate with OEA to implement Board Policy 7351 to identify possible locations that could be developed for housing;
- OEA & OUSD will work with the transportation authority for free bus passes;
- OEA & OUSD will collaborate with the city of Oakland to institute traffic safety improvements;
- Agreement shall expire on June 29, 2025.

OUSD's Business Office does not project an associated cost. ACOE's Business Office believes the proposed agreement has additional associated costs that are addressed by current

OUSD staff, possibly other Oakland agencies, and OUSD, should resources be needed to execute the agreement.

4. Agreement between OUSD and the OEA regarding School Closures

Primary elements of the School Closures Agreement include:

- Prior to closing or merging an OUSD-operated school that serves TK-12, OUSD shall follow the process outlined in EC 41239 -
 - Section (a): The condition of a school facility.
 - Section (d): Special programs available at the schools being considered for closure or consolidation and whether those programs will be provided at the same current level at the schools to which pupils will be diverted.
- Agreement shall expire on June 29, 2025.

OUSD’s Business Office does not project an associated cost. ACOE’s Business Office believes the proposed agreement has additional associated costs that will be addressed by current OUSD staff.

District’s Projected Reductions increased at Third Interim compared with Second Interim

OUSD’s Second Interim Financial Report identified a need for \$46.7 million in reductions. The Third Interim Financial Report increased that amount to \$55.1 million in required reductions detailed in Chart A below. No additional actions by the Board were identified.

Chart A: Changes from Second Interim to Third Interim

District Projected Reductions from Second Interim to Third		
	2023-24	2024-25
Combined Classified & Certificated Reductions 2 nd Interim:	\$30.1 Million	\$16.6 Million
Combined Classified & Certificated Reductions 3 rd Interim:	<u>\$33.2 Million</u>	<u>\$21.8 Million</u>
Difference:	\$3.1 Million	\$5.2 Million
Projected Reductions have increased without corresponding Board-approved planned reductions		

ACOE identified a discrepancy between the financial documents presented to OUSD and the SACS web software submission available to the State regarding certificated reductions of approximately \$400K in 2023-24 and 2024-25. ACOE’s analysis in Chart B below is based on the SACS web financials.

Chart B: Adjustments identified in Third Interim (net reduction \$55.0 million over 2 years)

District Adjustments to Salaries in SACS MYP at Third Interim		
	2023-24	2024-25
Unrestricted Certificated Adjustments (Reductions)	(\$11.0 Million)	\$2.8 Million
Restricted Certificated Adjustments (Reductions)	(\$16.9 Million)	(\$15.6 Million)
Unrestricted Classified Adjustments (Reductions)	\$0	\$1.2 Million
Restricted Classified Adjustments (Reductions)	(\$5.3 Million)	(\$10.2 Million)
<i>Total Net Adjustments (Reductions) per FY</i>	\$33.2 Million	\$21.8 Million

Board Actions Approving Reductions/Budget Adjustments

March 9, 2023, the OUSD Board approved Resolution 2223-0040A Proposed Adjustments for 2023-24 which outlined a plan of funding shifts, reductions in ongoing expenditures through position reductions and eliminations, reductions in ongoing non-staffing costs, and the use of one-time money to pay for ongoing expenditures. At the same meeting, the Board approved Resolution No. 2223-0185A.2 Classified Employees Reduction in Force Due to Lack of Funds and/or Lack of Work (2023/24 Fiscal Year) which had a net reduction of 98.4 full-time equivalents (FTE). These resolutions identify reductions and shifts totaling \$41.7 million.

Of the \$41.7 million in budget savings, \$16.4 million is from ongoing reductions, and \$25.3 million is fulfilled by one-time money and will have to be addressed in 2024-25 by further reductions or new revenue, as detailed in Chart C. There is also a need to address the gap between additional staffing reductions for 2024-25 included in the Third Interim report and the reductions already approved by the board.

Chart C: Impact of Board-Approved Action

Impact of Board-Approved Action		
Board Action Taken:	2023-24	2024-25
Net ongoing Budget Savings to Unrestricted General Fund:	\$11.3 Million	\$11.3 Million
Net ongoing Budget Savings to Restricted General Fund:	\$5.1 Million	\$5.1 Million
Reductions deferred due to shifts to One-time Funding	\$25.3 Million*	
Subtotal of Board Action:	\$41.7 Million	\$16.4 Million
Board Action Needed:		
Reductions deferred due to shifts to One-time Funding:		\$25.3 Million*
Unaddressed Third interim assumptions		\$5.4 Million
*One-time sources will require additional board action in future years		

Summary

While OUSD's Public Disclosure of Collective Bargaining anticipates minimal fiscal impact because of the four (4) Agreements, it is important to note that this is mainly due to OUSD's existing staff taking on the new expected duties. Should additional costs be associated with these Agreements, ACOE expects additional discussions and disclosure confirming the revisions and budget adjustments necessary to afford the additional costs associated.

The Board has begun the work of addressing the budget adjustments needed by passing Resolutions 2223-0040A and 2223-0185A.2. There remain additional adjustments needed for 2024-25 to address the anticipated loss of one-time funds and continued budget shortfalls due to declining enrollment and increasing costs. It is critical that the Board maintain its commitment to the existing resolutions as well as provide clear direction for 2024-25. ACOE will review the District's upcoming financial reports and Board action as we monitor OUSD's progress with its long-term fiscal recovery plan.

We want to acknowledge and express our appreciation to the District staff, the Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to reach out to my office at (510) 670-4140.

In community,

Alysse Castro
Alameda County Superintendent of Schools

cc: Lisa Grant-Dawson, Chief Business Official, OUSD
Tony Thurmond, State Superintendent of Public Instruction, CDE
Michael H. Fine, Fiscal Crisis and Management Assistance Team
Luz Cázares, Fiscal Oversight Trustee
Shirene Moreira, Chief of District Business & Advisory Services, ACOE
Joan Laursen, Director III, District Business & Advisory Services, ACOE