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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Jenine Lindsey, Interim General Counsel

Meeting Date December 13, 2023

Subject Settlement Agreement
 Oakland Education Association, CTA/NEA and Oakland Unified School District

Ask of the Board Approval by the Board of Education of a Settlement Agreement between Oakland Education Association, CTA/NEA (“OEA”) and Oakland Unified School District (“District”), in the case of OEA v. District, Unfair Practice Charge, Public Employment Relations Board (PERB), Case No. SF-CE-3535-E; and District v. OEA, Unfair Practice Charge, Public Employment Relations Board (PERB), Case No. SF-CO-877-E, pursuant to the terms and conditions therein, for the term December 13, 2023 through June 30, 2025.

Background and Discussion The settlement covers two Unfair Labor Practice charges. The first is OEA’s charge against the District dated March 23, 2023, alleging that the District engaged in bad faith bargaining during the successor bargaining underway last spring. The second charge is the District’s charge against OEA filed last spring arising from the two strikes that occurred last spring, the March 24, 2023, “wildcat strike” and the seven-day strike in May 2023.

The settlement agreement is in the interest of promoting harmonious labor relations; avoiding the uncertainty, inconvenience, and expense of further litigation; and more specifically to resolve the unfair practice charge OEA filed against the District in PERB Case No. SF-CE-3535-E and the unfair practice charge the District filed against OEA in PERB Case No. SF-CO-877-E.

Fiscal Impact No additional cost to the District.

Attachments - Settlement Agreement

AGREEMENT

Between

OAKLAND EDUCATION ASSOCIATION, CTA/NEA

And

OAKLAND UNIFIED SCHOOL DISTRICT

This Settlement Agreement (Agreement) is entered into by and between the Oakland Education Association, CTA/NEA (OEA) and the Oakland Unified School District (District) (collectively, Parties) in the interest of promoting harmonious labor relations; avoiding the uncertainty, inconvenience, and expense of further litigation; and more specifically to resolve the unfair practice charge OEA filed against the District in Public Employment Relations Board (PERB) Case No. SF-CE-3535-E and the unfair practice charge the District filed against OEA in PERB Case No. SF-CO-877-E. The Parties agree as follows:

1. Enhanced Communications. To improve and enhance labor relations and in recognition of the positive impact of OEA leaders and District representatives collaborating to address labor relations disputes, the Parties commit to improved communications and the labor-management relationship by doing the following:

a. The Parties shall convene a new Joint Labor-Management Planning Committee (JLMPC) of five members designated by each Party to meet and confer for the specific purpose of providing to the District Superintendent and the OEA President written, non-binding recommendations for actions the Parties may take, jointly or independently, to restore and build productive and harmonious labor relations and rebuild community trust and confidence in the District as a whole. The JLMPC shall meet during regular OEA work hours unless its members agree otherwise.

b. The JLMPC is free to make any recommendation it believes will restore and build productive and harmonious labor relations within the District and rebuild community trust and confidence in the District.

c. The JLMPC shall provide its written recommendations to the Superintendent and OEA President not later than April 15, 2024.

d. In the case of an OEA-appointed JLMPC member who is not an OEA officer on District-approved full-time release consistent with Article 11.2.6 of the Parties CBA, the District shall provide, at no cost to OEA or the member in question, a substitute to cover the member's regular work during JLMPC meetings. In the case of an OEA-appointed JLMPC member who is an OEA officer on District-approved full-time release consistent with Article 11.2.6 of the Parties CBA, the District shall reduce the amounts billed OEA for that officer's release time

by an amount equal to the product of the total time spent by that member's regular work during JLMPC meetings and that member's effective hourly salary rate. The total amount subject to reduction pursuant to this agreement will be based on the written statement submitted by the participating OEA officer, identifying the total hours spent during JLMPC meetings. This statement shall be submitted no later than twenty (20) work days after the written recommendations are submitted to the Superintendent and OEA President.

e. The provisions of this section 1a. through d. shall expire thirty (30) days after the written recommendations to the Superintendent and OEA President pursuant to section 1.c. above.

2. Filing of Unfair Practice Charges. The following procedures shall be followed in connection with the filing of an unfair practice charge (UPC):

a. Prior to filing a UPC, a Party shall make every reasonable effort to inform the other Party of the circumstances that may lead to the filing of a UPC, including but not limited to raising the matter in a Labor Management Employee Relations (LMER) meeting.

b. Independent of the provision set forth in section 2.a. above, at least thirty (30) days prior to filing a UPC, a Party shall give notice of the intent to file a UPC and shall meet and confer with the other Party within thirty (30) days of providing the notice of intent to file the UPC in order to discuss the facts and circumstances giving rise to the potential UPC and to attempt to resolve the issue before it is filed.

c. If a Party files a UPC, it shall not oppose any request the other Party may file within thirty (30) days of the filing the UPC to place the UPC in abeyance for a period not to exceed sixty (60) days from the date of the request, for the purpose of permitting the Parties to explore possible resolution of the issues raised in the UPC. This does not preclude the Parties' jointly agreeing to request the UPC remain in abeyance for any additional period beyond this initial sixty (60) day period.

d. This Section 2 does not apply to (i) any UPC concerning a safety matter involving an imminent risk of personal injury to unit members at a District worksite that has not been corrected by the District, or (ii) any UPC concerning an OEA request for information, as provided more fully in Section 3, below.

3. OEA Information Requests. The following procedures shall be followed when OEA requests the District furnish information pursuant to the Educational Employment Relations Act:

a. The District shall respond to every OEA request for information (RFI) submitted in writing to the District's Labor Management & Employee Relations Department (LMER) within fifteen (15) calendar days, either by furnishing the requested information or, if it disputes OEA's entitlement to the requested information, providing a written explanation of the District's position. It is understood that in exceptional cases involving requests that either seek large volumes of information or that will require a time-consuming search for responsive

information, the District may not be able to provide the requested information within fifteen (15) days, but in such cases, the District shall, within fifteen (15) days of the submitting the RFI to LMER in writing, provide written acknowledgment of the receiving the RFI and provide a specific date by which it anticipates furnishing the information.

b. In the case of any disagreement between the Parties regarding an OEA RFI (including but not limited to a disagreement that information is necessary and relevant or that the District has complied with its obligations under this Section 3), the Parties shall meet within five (5) workdays of OEA requesting such a meeting in an attempt to resolve the dispute. OEA shall not file an unfair practice charge challenging the District's response to an OEA RFI until this meeting has occurred.

c. Section 2 of this Agreement shall not apply in the case of any unfair practice charge OEA may file over the District's alleged failure to comply with its legal obligation timely to furnish necessary and relevant information upon request.

4. Unfair Practice Strike. The following procedures shall be followed in the event OEA files a UPC against the District and further believes it may be necessary to protest the District's alleged violation through an unfair practice strike:

a. OEA shall provide the District at least five (5) school days' written notice before calling a vote to authorize an unfair practice strike.

b. After the notice required in subsection 4.a above, the Parties agree to meet and make a good faith effort at least three (3) times to resolve the issue(s) over which the unfair practice strike vote was called, with at least one such meeting occurring within 48 hours of the vote.

c. OEA shall provide the District at least ten (10) school days' written notice before actually engaging in any unfair practice strike.

d. At any point in the process and by mutual agreement, the Parties may jointly request the assistance of a mediator appointed by the State Mediation and Conciliation Service. In the event of such a mutual request, the parties agree no strike will occur during the mutually agreed upon mediated negotiations. If no agreement is reached within thirty (30) days of the appointment of a mediator, OEA may take such action as it deems legally appropriate.

5. Withdrawal of Charges. Within one (1) workday of the execution of this Agreement, the Parties shall jointly notify PERB of their withdrawal, with prejudice of the unfair practice charges in Cases No. SF-CE-3535-E and SF-CO-877-E, shall jointly request that PERB dismiss the complaints issued thereon, and shall jointly request that the formal hearing dates in these cases be vacated.

6. Term of Agreement. This Agreement shall become effective upon its execution by the Parties' signatories, below, and shall be for the term of the Parties' current collective bargaining

agreement and shall expire on June 30, 2025.

7. Non-Admission. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, liability on the part of either of the Parties, or waiver of either Parties rights regarding any other or future unfair practice proceedings not expressly identified herein.

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written or oral, express or implied, are superseded by this Agreement.

9. Authorization to Sign. The Parties represent that they have read and understand the terms of this Agreement and that they are authorized to execute this Agreement on behalf of the principals.

10. Counterparts. This Agreement may be executed in counterparts.

OAKLAND EDUCATION ASSOCIATION, CT/NEA

By: 

ISMAEL ARMENDARIZ, PRESIDENT

Dated: 11-16-23

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Mike Hutchinson, President, Board of Education

Dated: 12/15/2023

By: 

Kyla Johnson Trammell, Secretary, Board of Education

Dated: 12/15/2023

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