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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Matin Abdel-Qawi, High School Network Superintendent
Gary Middleton, Executive Director of Alternative Education

Meeting Date June 23, 2021

Subject Memorandum of Understanding with Street Foundation for Emiliano Zapata Street Academy

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding between the District and Street Academy Foundation of Oakland for OUSD to operate the Emiliano Zapata Street Academy, for the period July 1, 2021 through June 30, 2024.

Background Street Academy has provided a voluntary alternative education for students in grade 9-12 for approximately 46 years. The current MOU authorizing this relationship expires on June 30, 2021. The proposed MOU would allow Street Academy to continue operating for an additional 3 years.

Discussion Street Academy meets the needs of a specific group of students in grades 9-12. The district and Street Academy seek to continue offering this alternative educational setting by renewing the MOU. The MOU sets forth (i) the nature of the program that Street Academy will provide, (ii) its admissions policy, (iii) allocation of responsibility for discipline, special education, food services, and transportation services between Street Academy Foundation and the District, (iv) compensation and invoicing structure, (v) the District's right to monitor Street Academy, (vi) Street Academy's compliance with employment laws and regulations, (vii) parameters for Street Academy's use of the Facility, and other miscellaneous terms.

Fiscal Impact The fiscal impact for year one is set forth in Attachment A. The MOU lasts a total of three years.

Attachment(s)

- Memorandum of Understanding
- Attachment A – Projected Budget & Funding, 2021-2022
- Attachment B – Process for State and Federal Compliance and Monitoring

**Memorandum of Understanding
between Street Academy Foundation
and Oakland Unified School District
Fiscal Years 2021-22, 2022-23, and 2023-24**

WHEREAS, Education Code section 58500 et seq. set forth the requirements for alternative schools of choice; and

WHEREAS, the former Education Code section 52900 authorized school districts to contract with nonprofit, community-based organizations to establish alternative education and work centers to teach basic academic skills, with an emphasis on the improvement of student motivation for achievement in order to obtain employment or return to the regular high school; and

WHEREAS, although Education Code section 52900 was repealed as of 2006, the California Attorney General has since confirmed that, under Education Code sections 35160 and 35160.1, school districts retain the authority to contract with nonprofit organizations to provide at-risk student dropout prevention and retention programs; and

WHEREAS, the California Attorney General has advised that, despite such contracting authority, school districts must nevertheless comply with California Constitution article IX, section § 6, meaning that their courses of study and teaching function may be delegated to a private organization only "if done under the control and supervision of the school district"; and

WHEREAS, the Oakland Emiliano Zapata Street Academy ("Street Academy") was established in 1973 as an alternative school of choice in the Oakland Unified School District ("OUSD") operated by a nonprofit, community-based organization; and

WHEREAS, the nonprofit, community-based organization that currently operates Street Academy is Street Academy Foundation ("SAF"); and

WHEREAS, OUSD and SAF seek to provide for the continued operation of Street Academy by SAF, in accordance with the above-referenced legal requirements.

THEREFORE, IT IS HEREBY AGREED:

1. RELATIONSHIP OF THE PARTIES. OUSD is a public school district. SAF is a non-profit, community benefit corporation established to operate an Street Academy in partnership with OUSD. Street Academy is an alternative school of choice within OUSD. Students attending Street Academy are OUSD students. Staff working at Street Academy are employees of SAF, not OUSD.
2. TERM. This Agreement shall commence July 1, 2021, and remain in effect until June 30, 2024. Either party may terminate this Agreement upon thirty (30) days prior written notice, with the termination to take effect on the subsequent June 30th. This Agreement may be renewed by written agreement signed by both parties.

3. **STUDENT SERVICES.**

- a. **Nature of Program.** Street Academy shall enroll approximately 120 students in grades 9 through 12, with a focus on those students who might otherwise have dropped out of high school. Street Academy's goal is to help these students become college eligible and prepared for a career after graduation. Street Academy shall provide in-person instruction (notwithstanding Section 13, *infra*) utilizing an independent study attendance accounting model, consistent with Education Code section 51745 et seq. and Board Policy 6158.
- b. **Admissions.** Street Academy's admissions process shall comply with all applicable state and federal laws.
 1. In accordance with Education Code section 58503, students enrolled in Street Academy shall be selected entirely from volunteers. Students seeking admission to Street Academy shall complete the Street Academy application, which requests information regarding their academic history, and shall attend an interview with SAF staff.
 - a. The sole purpose of these requirements is to determine if students would benefit from the Street Academy program. Pursuant to Education Code section 58504, previous classroom performance shall not be a criterion limiting any student from the opportunity of attending Street Academy.
 - b. Street Academy's admissions process shall not discriminate against applicants based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.
 2. In the event that OUSD believes that a student on suspended expulsion would benefit from placement at Street Academy during the term of that suspended expulsion, OUSD may, in consultation and cooperation with SAF, recommend that the student attend Street Academy. If the student consents to placement at Street Academy during the term of the suspended expulsion, they shall comply with the admissions requirement set forth in the preceding section.
- c. **Discipline.** SAF shall ensure that all discipline imposed on OUSD students attending Street Academy shall conform with Education Code sections 48900, et seq. and 48925.5; Section 1412(a)(1) of Title 20 of the United States Code; Section 300.530(d) of Title 34 of the Code of Federal Regulations; and all other applicable laws, regulations, and policies.
 1. SAF shall maintain Street Academy's decades-long history as a safe, violence-free, and police-free institution by implementing policies for

managing discipline issues using restorative justice peacemaking circles. If a student becomes involved in physical violence, and/or commits a mandatory expulsion offense pursuant to Education Code section 48915 and/or other serious offense, Street Academy Principal or designee shall convene restorative processes to move toward conflict transformation and harm repair, under the auspices of SAF Restorative Discipline Panel. SAF shall fully inform students, parents, teachers, and staff of Street Academy's restorative justice peacemaking policies and these stakeholders shall agree to uphold the policies.

2. SAF shall impose discipline on students in accordance with OUSD's Board Policy and Administrative Regulation 5144, 5144.1, 5144.2, and 5144.3, and its Intervention and Discipline Matrix.
 - a. In the event that a student commits an offense for which Education Code section 48900 et seq. and the Matrix permit suspension, SAF and/or the SAF Restorative Discipline Panel may suspend the student.
 - b. In the event that a student commits an offense for which Education Code section 48900 et seq. and the Matrix permit expulsion, SAF and/or the SAF Restorative Discipline Panel may suspend the student and thereafter recommend the student for expulsion from OUSD by referring them to OUSD's Disciplinary Hearing Panel. Any referral shall first be approved by OUSD's Executive Director, Alternative Education.
 - c. In the event that a student commits an offense for which Education Code section 48915 and the Matrix mandate expulsion, SAF and/or the SAF Restorative Discipline Panel shall suspend the student and thereafter refer the student for expulsion from OUSD by referring them to OUSD's Disciplinary Hearing Panel. Any referral shall first be approved by OUSD's Executive Director, Alternative Education.
3. SAF shall be responsible for investigating any disciplinary incidents, and, in the event of suspension and/or expulsion, shall be responsible for compliance with all legally mandated suspension and expulsion procedures, including compliance with those laws and regulations specific to special education students, up to the time of referral to OUSD's Disciplinary Hearing Panel.
4. Upon receipt of a referral for expulsion from SAF, OUSD's Disciplinary Hearing Panel shall be responsible for complying with the expulsion procedures set forth in Education Code section 48918. SAF shall cooperate with the Panel in coordinating the expulsion hearing, including promptly providing all requested documents and making witnesses available.

5. In the event that, following a hearing before OUSD's Disciplinary Hearing Panel, the Panel decides not to recommend that the OUSD Board of Education expel the student, or in the event that the Panel recommends that the Board expel the student but the Board does not accept this recommendation, the student may elect to return to Street Academy, just as any OUSD student in this position may elect to return to their school of origin. Because Street Academy is a restorative school as well as a school of choice, a restorative reentry process may convene to facilitate the student's successful return to school.
 6. In the event that the OUSD Board of Education's decision following the OUSD's Disciplinary Hearing Panel's hearing is appealed to the Alameda County Office of Education, OUSD shall conduct this hearing in accordance with Education Code section 48919 et seq.
- d. **Special Education.** As a school within OUSD, Street Academy is part of the OUSD Special Education Local Plan Area ("SELPA"). SAF and OUSD shall cooperate to ensure that OUSD students attending Street Academy receive the protections afforded to all other students within the SELPA. Those students with Individualized Education Programs ("IEPs") shall receive services according to those IEPs.
1. Child Find: SAF shall be responsible for the identification of those OUSD students attending Street Academy who may qualify for special education and referring those students for assessment, as required by 20 U.S.C. section 1412, 34 C.F.R. section 300.111, and Education Code section 56301.
 2. Assessment: OUSD shall be responsible for special education assessment of OUSD students attending Street Academy. SAF shall cooperate with OUSD in participating and providing input in connection with such assessment.
 3. Accommodations and Services: SAF shall be responsible for providing accommodations and services to special education students in accordance with their IEP, where these accommodations and services are implemented in a general education classroom. OUSD shall be responsible for providing accommodations and services that require disability-specific equipment or personnel.
 4. IEP Meetings: OUSD shall be responsible for convening IEP meetings for OUSD students attending Street Academy, and providing special education personnel at said meetings. SAF shall be responsible for providing an administrator and general education teacher at said meetings.
 5. Student Records: OUSD and SAF shall be jointly responsible for providing student records requested pursuant to Education Code section 56504.

- e. **Food Services.** Students attending Street Academy shall notify OUSD of their qualification for Free and Reduced Price Lunch. OUSD shall provide breakfasts and lunches to SAF, in an amount equal to the number of qualifying students. An OUSD Nutrition Services employee shall work part-time at Street Academy to distribute these meals to qualifying students.
 - f. **Transportation Services.** To the extent that any student attending Street Academy is entitled to receive transportation pursuant to their Individualized Education Plan, OUSD shall provide this transportation.
 - g. **Data Sharing.** OUSD shall make available to SAF the educational records and data of OUSD students attending Street Academy ("Street Student Data"), in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). SAF shall comply, and shall require its employees to comply, with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
 - 1. SAF shall not use Street Student Data for any purpose other than to operate Street Academy. SAF is prohibited from using or selling Street Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by SAF; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose; or (d) use the Street Student Data for the development of commercial products or services.
 - 2. Street Student Data remains the property of OUSD. To the extent that SAF obtains Street Student Data directly from students or their parents/guardians, SAF shall ensure that those in OUSD who need this Data are able to access it.
 - 3. SAF shall dispose or delete all Street Student Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained.
 - 4. SAF agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Street Student Data from unauthorized disclosure or acquisition by an unauthorized person. In the event that Street Student Data is accessed or obtained by an unauthorized individual, SAF shall notify OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours.
4. **COMPENSATION.** The method and amount of compensation specified in this Agreement shall constitute full consideration to SAF for the performance of services provided herein.

- a. The amount of cash funds made available by OUSD shall be based on the P-2 attendance report, as adjusted by the P-2 annual report, utilizing the Local Control Funding Formula ("LCFF") which provides a base grant of \$8,519.54 per average daily attendance ("ADA"). SAF shall provide attendance reports on a monthly basis, by uploading attendance data into Aeries.
- b. OUSD shall charge a direct rate of 12.30% and indirect rate of 5.56%, which amounts shall be retained by OUSD. These retained amounts shall cover the costs incurred by OUSD for the operation of Street Academy, as described elsewhere throughout this Agreement.
- c. SAF's projected 2021-22 funding is contained in Attachment A, which is incorporated by reference.
- d. Beginning in Fall 2021, the Parties shall confer in the fall and spring of each year to review any changes in the ADA due to Street Academy enrollment changes or changes in the State budget that impact school funding.
- e. By September 15 of each year, SAF shall submit its final operating budget and actual expenditures.
- f. SAF shall ensure that supplemental and concentration LCFF funds are used in a manner that directly supports the students who are within the targeted sub-groups and that federal funds do not supplant general funds and are spent in compliance with the Every Student Succeeds Act ("ESSA") (20 USC sec. 1001 et seq.), as set forth in Attachment B.
- g. SAF may qualify for grants under Measure N, pursuant to OUSD's regulations, procedures, audits, and approval of SAF's proposed Measure N spending plan.
- h. Nothing in this section is intended to prohibit or limit SAF's ability to independently raise funds from sources other than OUSD to increase its budget over and above the revenue limit.

5. INVOICING.

- a. SAF shall submit quarterly invoices and requests for payment to OUSD. OUSD's Budget Director may collaborate with SAF to develop a template which shall specify the information to be included in each invoice. The total amount of the invoices for the term of the Agreement shall not exceed the maximum operating budget. Receipts and financial management documents that represent actual expenditures, year-to-date and monthly, shall accompany all payment requests.
- b. Quarterly requisitions, documentation and payments shall occur according to the following schedule:

SAF		OUSD	
Date	Action	Date	Action

Sept. 1	Submits requisition for 15% of apportionment with documentation of actual expenses for July.	Sept. 29	Reviews documents and issues payment of 15% of apportionment.
Oct. 1	Submits requisition for 30% of apportionment with documentation of actual expenses for Aug. and Sep.	Oct. 27	Reviews documents and issues payment of 30% of apportionment.
Dec. 18	Submits requisition for 30% of apportionment with documentation of actual expenses for balance of Oct., Nov., and Dec. to date.	Jan. 19	Reviews documents and issues payment of 30% of apportionment.
March 25	Submits requisition for 25% of apportionment with documentation of actual expenses for balance of Dec., Jan., Feb. & Mar. to date.	Apr. 13	Reviews documents and issues payment of 25% of apportionment.
July 13	Submits reconciliation of payments and expenses with documentation of actual expenses for balance of Mar., Apr., May & June.	Jul. 20	Reviews documents, verifies reconciliation and invoices for reimbursement or emits the balance due.

6. MONITORING AND INCIDENT REPORTING

- a. SAF and OUSD agree that OUSD’s ongoing monitoring and evaluation of the Street Academy program can enhance the program’s success and provide models for other OUSD programs. To this end, SAF and OUSD shall work collaboratively in the ongoing monitoring of the program. OUSD’s Executive Director, Alternative Education or designee shall serve as a liaison to SAF and shall meet regularly with SAF leadership throughout the period of this Agreement.
- b. SAF shall make available for examination and audit by OUSD all books, accounts, and records pertaining to Street Academy pursuant to applicable law and the terms and conditions established by OUSD.
- c. If requested by OUSD, SAF shall provide OUSD with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. SAF shall notify OUSD within twelve (12) hours of learning of any significant accident or incident (e.g., an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19). SAF shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD.

7. STAFFING

- a. SAF shall ensure that all employees maintain in force such certificates, permits, licenses, and registration as are required by law, including ensuring that holders of Vocational Teaching Credentials are assigned only based on the authorization of their credentials, and not broadly assigned per Education Code section 44865. When calculating ADA, SAF shall only include the attendance of students under the immediate supervision and control of an employee who possesses a valid certification document, as required by Education Code section 46300. SAF acknowledges that the Commission on Teacher Credentialing has established sanctions for the misassignment of credential holders, as set forth in Education Code section 44258.9.
- b. As required by Education Code section 44839(a), SAF shall require a medical certificate in such form as prescribed by the State Board of Education from every employee who has not previously been employed in a position requiring certification qualifications in this state. The medical examination shall have been conducted not more than six months before the submission of the certificate.
- c. SAF shall ensure that its employees submit to a tuberculosis risk assessment as required by Education Code section 49406 not more than 60 days prior to employment. If tuberculosis risk factors are identified, SAF agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, SAF shall obtain an x-ray of the lungs. SAF, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- d. SAF shall comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all SAF's employees, subcontractors, agents, and subcontractors' employees or agents, regardless of whether they are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of SAF, who may have contact with OUSD students. SAF shall not permit any such individual to have contact with OUSD students unless and until the California Department of Justice determines that they have not been convicted of a felony, as that term is defined in Education Code section 45122.1. SAF shall request and review subsequent arrest records for all SAF employees, subcontractors, agents, and subcontractors' employees or agents who may come into contact with OUSD students.
- e. To the extent that an employee, subcontractor, agent, or representative of SAF is included on the list of mandated reporters found in Penal Code section 11165.7, SAF shall inform the individual, in writing, that they are a mandated reporter, and shall describe the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
- f. If any employee of SAF is convicted or pleads nolo contendere to a criminal drug statute violation occurring at an OUSD facility or work site, SAF within five days thereafter shall notify OUSD's Executive Director, Alternative Education. Violation of this provision shall constitute a material breach of this Agreement.

8. STREET ACADEMY FACILITY

- a. OUSD shall allow SAF nonexclusive use of the building and grounds located at 417 29th Street, Oakland, CA 94603 ("Facility") for operation of Street Academy, at no cost to SAF. SAF shall not use, or permit the Facility to be used, for any other purpose without the prior written approval of OUSD. Title to the Facility shall continue to be held by OUSD.
- b. The Facility is made available to SAF on an "as is" basis. OUSD shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Facility. Notwithstanding the foregoing, OUSD may make or construct alterations, in accordance with its standard asset management process.
- c. SAF shall not construct or cause to be constructed on the Facility any improvements or alterations of any kind without the prior written approval of OUSD. SAF shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the City of Oakland, and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide OUSD with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of SAF, if any, shall be duly licensed in the State of California by the Contractor's State License Board and properly registered as a public works contractor by the Department of Industrial Relations as required by law, and shall pay all workers prevailing wage in compliance with California Labor Code section 1770, et seq., and Title 8 of the California Code of Regulations, as required.
- d. SAF agrees to respond immediately to concerns expressed by neighbors or OUSD relating to the Facility or SAF's use thereof. The following uses and types of activities are prohibited at the Facility:
 - i. Any use or activity which involves the possession, service, consumption, and/or sale of alcoholic beverages, illegal drugs, intoxicants, narcotics, tobacco products, and/or any other restricted substances;
 - ii. Any use or activity which involves gambling, the conducting of games of chance, or any sale by auction at the Facility;
 - iii. Any use or activity which is discriminatory against any group or individual protected under state or federal antidiscrimination laws or District policy;
 - iv. Any use or activity which involves the commission of any crime or which is prohibited by or in violation of any applicable federal, state, or local law, rule, regulation, requirement, or ordinance, including OUSD's Board Policies and Administrative Regulations;
 - v. Any use or activity that would jeopardize the safety of students or children;
 - vi. Any use or activity in or about the Facility that may cause an increase in the existing rate of insurance upon the Facility or cause the cancellation of any insurance policy covering the Facility;
 - vii. Any use or activity that would cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Facility; Any use or activity which involves the possession, use, or storage

- of explosive materials, including fireworks, or related items which may be prohibited by the standard form of fire insurance policies or which otherwise is prohibited by the fire marshal. Additionally, firearms, including, without limitation, pellet guns, BB guns, sling shots, knives, and other weapons are prohibited on the Premises and Property.
- viii. No animals are allowed on the Premises or Property, except for certified service animals or unless otherwise required by law.
 - e. SAF shall strive to limit any undue disruptions to the surrounding neighborhood. SAF shall provide notice to neighbors, and if appropriate, invite them to participate in any special activities that take place on campus outside the school building. Normal school activities (e.g., lunch, physical education, or outdoor classes) shall be exempt from the notice requirement.
 - f. Any requests for use of the Facility shall be processed by SAF, in accordance with the above-described permitted uses and prohibitions. The Facility shall not be listed on Facilitron, nor shall Facilitron requests be permitted or required for use of the Facility.
 - g. OUSD shall provide custodial services and building and grounds maintenance at the Facility. In addition, OUSD shall bear the cost of utilities, including water, gas, electricity, telephone, and internet at the Facility.

9. COMPLIANCE WITH LAWS

- a. SAF shall comply with all applicable federal and state laws and regulations as they may be amended or modified from time to time, concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act as amended by Every Student Succeeds Act, and implementing regulations, (20 U.S.C.A. sec. 1000 et seq.). SAF agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.
- b. It shall be the sole responsibility of SAF to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code section 53051. The State of Facts Roster shall be submitted to OUSD by October 31st of each year. It shall also be the sole responsibility of SAF to file an amendment to the Statement of Facts within 10 days after a change in any of the required information.
- c. SAF shall comply with all OUSD Board Policies and Administrative Regulations that pertain to students (BP 5000 et seq.) and instruction (BP 6000 et seq.).
- d. Any complaints or concerns (including uniform complaints and complaints filed with OCR, EEOC, or FEHA) received by OUSD about any aspect of the operation of Street Academy shall be forwarded by OUSD to the Executive Director of Street Academy, and OUSD and SAF shall work jointly on a response thereto. OUSD may

request that SAF inform OUSD of the way in which such concerns or complaints are being addressed.

10. NON-DISCRIMINATION

- a. SAF shall comply with state and federal non-discrimination laws, including without limitation, Title VII of the Civil Rights Act of 1964. No person shall, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55 or equity or compliance with Title IX, Vietnam era Veteran's status, political affiliation, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- b. SAF shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55 or equity or compliance with Title IX, Vietnam era Veteran's status, political affiliation, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, or any other non-merit factor.

11. INDEMNIFICATION

- a. OUSD agrees to indemnify, to defend at its sole expense, and to save and hold harmless SAF, its officers, agents, and employees, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of OUSD or its employees, agents, subcontractors or volunteers arising out of performance of its obligations in this Agreement.
- b. SAF agrees to indemnify, to defend at its sole expense, and to save and hold harmless OUSD, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including

costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of SAF or its employees, agents, subcontractors of its performance of its obligations in this Agreement.

12. INSURANCE

- a. Throughout the life of the Agreement, SAF or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - i. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - ii. WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- b. The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or SAF to OUSD.

13. COVID-19

- a. Through its execution of this Agreement, SAF declares that it is able to meet its obligations and perform its obligations this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. SAF agrees to notify OUSD within twelve (12) hours if SAF or any employee, subcontractor, agent, or representative of SAF tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to SAF possible COVID-19 exposure. SAF further agrees to notify OUSD within twelve (12) hours if any student at Street Academy tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to SAF possible COVID-19 exposure.

- c. SAF agrees to immediately adhere to and follow any OUSD directives regarding health and safety protocols.
- d. SAF shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

14. NOTICES AND COMMUNICATION. Formal notices and communication between the parties shall be sufficiently given if delivered by facsimile, e-mail or certified mail as follows:

For SAF:

Betsy Schulz, Board Co-President
4096 Piedmont Avenue, P.O. Box 183
Oakland, CA 94611
betsyschulz4@gmail.com

Joanna Biggar, Board Co-President
4096 Piedmont Avenue, P.O. Box 183
Oakland, CA 94611
jobiggar@gmail.com

Gina Hill, Executive Principal
4096 Piedmont Avenue, P.O. Box 183
Oakland, CA 94611
gina.hill@ousd.org

Bukola Lawal, Executive Director
4096 Piedmont Avenue, P.O. Box 183
Oakland, CA 94611
bukola.lawal@ousd.org

For OUSD:

Josh Daniels, General Counsel
1000 Broadway, Ste. 300
Oakland, CA 94607
Email: josh.daniels@ousd.org

15. MISCELLANEOUS

- a. **Applicable Law.** The laws of the State of California shall govern this Agreement. Any and all disputes, legal actions, or proceedings arising out of this Agreement or any documents related hereto shall be filed and maintained in a court of competent jurisdiction for matters arising in Alameda County.
- b. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. SAF agrees that to the extent

any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

- c. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- d. Severability. 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- e. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- f. Captions and Interpretations. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- g. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
- h. Counterparts and Electronic Signature. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- i. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and shall be made available by OUSD to the public online via the Internet.

- j. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- k. Contract Contingent on Governing Board Approval. Notwithstanding the preceding paragraph, OUSD shall not be bound by the terms of this Agreement unless and until it has been formally approved by OUSD's Governing Board.

In witness hereof, the parties hereto have executed this Agreement by their duly authorized officers as of this _____ day of _____, 2021.

Street Academy Foundation

Betsy Schulz
Betsy Schulz (Jun 16, 2021 10:53 PDT)
 _____ Date 6/16/2021
 Betsy Schulz
 Co-President, Board of Directors

Joanna Biggars
 _____ Date 6/17/2021
 Joanna Biggars
 Co-President, Board of Directors

Oakland Unified School District

Shanthy Gonzales
 _____ Date 6/24/2021
 Shanthy Gonzales
 President, Board of Education

Kyla Johnson Trammell
 _____ Date 6/24/2021
 Kyla Johnson Trammell
 Secretary, Board of Education

Approved as to form and content:

Joanna Powell
 _____ Date 5/26/2021
 Joanna Powell
 Staff Attorney, Oakland Unified School District

2021-22
Projected Budget & Funding for Street Academy - 313
Projection as of March 25, 2021

	2021-22
Enrollment	103.00
LCFF Base	\$ 8,519.54
Additional percentage	0.00%
Additional percentage amount	\$ -
Total Base Aid	\$ 8,519.54
District's Direct Rate	12.30%
District's Direct Charge	\$ 1,047.90
District's 20 21 Indirect Rate*	5.56%
District's 20 21 Indirect Charge	\$ 473.60
District's Direct & Indirect Costs	\$ 1,521.59
LCFF State Aid Revenue	\$ 6,997.95
2021 22 CA Lottery Unrestricted / ADA Rate (Est.)	\$ 150.00
2021 22 CA Lottery Unrestricted Funds' ADA	\$ 15,460.00
Projected Operating Budget GP	\$ 720,789.27 ^
Special GP Allocation by Board GP, est FY 2015-16	\$ -
Total Projected Operating Budget	\$ 736,239.27 **
Orgkey + Object = 313 1110 101 - 5825	\$ -
Orgkey + Object = 313 9000 801 - 5721	\$ -
Orgkey + Object = 313 1605 101 - 5825	\$ -

PER LOA

Billing for July	15%	\$ 110,435.89
Billing for Aug & Sept.	30%	\$ 220,871.78
Billing for Oct., Nov. & Dec.	30%	\$ 220,871.78
Billing for Jan., Feb., & Mar.	25%	\$ 184,059.82
		\$ 736,239.27

Calculation based on LCFF Calculator for 2019-20 3rd Interim projection

	\$ 288,905,345	Base - Block Funds
D	33910.89	District ADA used at 2021 22 Projection
C/D=E	\$ 8,519.54	Per ADA allocation
F	\$ 1,047.90	Direct Costs @ 12.3%
E-F	\$ 7,471.64	Final ADA allocation after Direct Cost
	103.00	Enrollment
	\$ 769,579.00	

Total budget not to exceed \$ 736,239.27

Attachment B

Process for State and Federal Compliance and Monitoring

- a. School Site Plan
 1. Needs assessment with key areas to be addressed (based on data)
 2. Language Arts (Literacy) Targets and Action plan
 3. Math Targets and Action plan
 4. School Climate (including school safety plan)
 5. Budget aligned with action plan
- b. Leadership and Governance
 1. School Site Counsel (SSC)
 - Monitor implementation of school site plan and budget
 2. English Learner Advisory Counsel (ELAC)
 - Monitor educational program and support services for English learners
 3. School Site Safety and Discipline Committee
 - Review climate/discipline
 - Analyze discipline data for disparities
 4. School Leadership Committee
 - Facilitate staff collaboration and training
 - Review targeted assisted student data
 - Establish and monitor intervention programs
- c. Staff Supervision and Accountability
 1. Teacher evaluator must have an administrative credential
 2. Teacher evaluations must be documented and shared with teachers in a timely manner.
 3. Teacher evaluations/classroom observations will be conducted regularly
 4. Educational Leader facilitates opportunities for mentoring and coaching of pedagogical staff
- d. Instructional Plan/Student Assessment
 1. Review of program and curricular offerings
 2. Teachers must submit course outlines and syllabus for each class
 3. Diagnostic testing must take place at the beginning of each semester in order to establish benchmarks and differentiate instruction
 4. Targeted Assisted students must be identified by multiple measures of assessment e.g. SBAC, GPA
 5. Review student achievement data and student work to adjust instruction and program offerings
- e. Collaboration and Training will be facilitated by School Leadership Team
 1. Implementation of Standards
 2. Regular analysis of student progress to adjust placements and provide interventions for students not meeting state academic standards.
 3. English Language Development (ELD) resources and instruction
 4. Academic English Development (AED) resources and instruction
 5. Differentiated instruction to accommodate all learning styles
 6. Secondary content instruction (Core as well as remediation)
 7. Learning environment (discipline, attendance, suspension, drug and tobacco use prevention)
 8. Elimination of gender, racial and cultural and linguistic biases

9. Working effectively with parents
10. Provide supplementary support for underachieving students in all content areas
(with emphasis on improving literacy)

21-1473 Memorandum of Understanding - Street Foundation - Emiliano Zapata Street Academy

Final Audit Report

2021-06-18

Created:	2021-06-16
By:	Joanna Powell (joanna.powell@OUSD.ORG)
Status:	Signed
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