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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff
Sondra Aguilera, Chief Academic Officer

Board Meeting Date December 9, 2020

Subject No Cost Memorandum Of Understanding between Oakland Unified School District, Honors Pathway, Delaware Public Benefits Corporation and Oakland Promise

Action Requested and Recommendation Approval by the Board of Education of a no cost Memorandum of Understanding (MOU) between Oakland Unified School District, Honors Pathway, Delaware Public Benefits Corporation and Oakland Promise to coordinate efforts to offer OUSD students the opportunity to participate in a MicroCollege program after graduating from high school for the period October 29, 2020 to June 30, 2023.

Background

(Why do we need these services? Why have you selected this vendor?)

These services are needed to support OUSD's goals to increase high school graduation, college access and college completion for low-income high school graduates who are historically underrepresented in higher education, particularly African American graduates. Honors Pathway is an Oakland-based MicroCollege program with a commitment to OUSD students, and in partnership with Oakland Promise (also with a mission to boost high school graduation, college readiness and college completion) will partner with OUSD to ensure students are aware of program, increase FAFSA completion rates, and offer other voluntary orientation and information sessions about the program.

Fiscal Impact ● None

Attachments ● No Cost MOU

**MICROCOLLEGE PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) is entered into on October [30], 2020 by and between **Oakland Unified (“District”)** located at: 1000 Broadway, Suite 300 Oakland, CA 94607-4099, **Oakland Promise** located at % East Bay College Fund, 300 Frank H. Ogawa Plaza UNIT 430, Oakland, CA 94612 (“**OP**”), and **Honors Pathway, PBC**, a Delaware public benefits corporation doing business in California as Honors Pathway, Inc. (“**HP**”) located at 1111 Broadway, 3rd Floor, Oakland, CA 94607. HP, OP and High School are referred to collectively in this MOU as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS the Parties share the mission of significantly increasing college completion rates for low-income high school graduates who are historically underrepresented in higher education, particularly African American graduates;

WHEREAS HP entered into a MicroCollege Program Management Agreement dated July 2, 2018 with William Jessup University (“**University**”) pursuant to which University and HP agreed to collaborate to offer University certificate and two-year degree programs that are (a) taught in a small class setting with intensive support, (b) designed to prepare low-income and academically underrepresented students for success in four year college degree programs and professional careers, and (c) have reduced tuition requiring no out-of-pocket cost to low-income students or families (“**MicroCollege Programs**” or “**Programs**”);

WHEREAS the Parties have determined that MicroCollege Programs may only be offered in collaboration with public high schools where high school staff assist HP and University in identifying students who hope to earn a college degree, need additional support to transition successfully college, and will benefit from participation in MicroCollege Programs;

WHEREAS District has determined that some of its students would benefit from the opportunity to participate in MicroCollege Programs after graduating from high school (“**Students**”);

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Program Awareness.** District and each of its high schools will use reasonable efforts to ensure that high school seniors enrolled at District high schools and their parents or guardians are aware of the Program and its potential benefits. Specifically, District agrees that each District high school shall (a) host one or more student assemblies for seniors during the fall of the senior year where MicroCollege program staff (“**Program Staff**”) can discuss the benefits of the

Program with students and (b) inform high school seniors and their parents and guardians about information sessions being held by HP at each high school.

2. **Financial Aid Support for High School Seniors.** As part of its admission process, HP conducts mandatory financial aid support workshops and provides financial aid follow up support (as needed) for prospective students and their parents or guardians to assist them with completing the FAFSA (“FAFSA Support”). HP agrees to make FAFSA Support available to all students at District high schools in coordination with OP and other organizations designated by District. Further, HP agrees that FAFSA Support will be offered at no cost to District high schools, students and families.

3. **Coordination between OP and HP.** OP and HP agree to coordinate their efforts to inform school counselors and related staff about the Program, and to attract OUSD students to MicroCollege and Oakland Promise programs to ensure they have the support and resources to transition successfully to two and four year colleges. OP and HP also agree to coordinate with regard to the provision of FAFSA Support to OUSD students and the public release information about this Agreement.

4. **Staff Orientation and Activities outside of the Regular Workday.** The Parties acknowledge that HP may host MicroCollege-related activities outside of the regular school day that may be attended by District personnel (e.g., family information sessions). The Parties acknowledge that District personnel are not obligated to participate in these activities and any participation by OP District personnel will be on a voluntary basis. Notwithstanding the foregoing, HP agrees to provide a MicroCollege Program orientation for OP staff and District personnel, including high school counselors, at least annually. HP agrees that it shall compensate District personnel directly for any activities that occur outside of their regular workday. For clarity, HP agrees that if District Personnel voluntarily agree to attend any Program-related activities (e.g., attendance at evening and weekend information sessions or other events) that occur outside of the regular workday, HP shall directly compensate District personnel for attending these activities. In addition, HP agrees that, at least annually, it will offer voluntary professional development opportunities for OP Staff and District personnel to learn about best practices related to the postsecondary transition of high school students, in general, and to share information, best practices, and learnings with personnel from other high school that offer MicroCollege to their student.

5. **Costs and Expenses.** Each Party shall be responsible for its own costs and expenses incurred in connection with the implementation and administration of the Program. District shall make no payment to HP or University in connection with this Agreement.

6. **Term and Termination.** Subject to the termination provisions outlined below, this agreement shall remain in effect until June 30, 2023.

7. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered by mail addressed as follows:

If to Honors Pathway, at:

Eugene V. Wade, Jr.
Honors Pathway, PBC
1111 Broadway, 3rd Fl
Oakland, CA 94607
gene@honorspathway.org

If to District, at:

Kyla Johnson-Trammell
Oakland Unified
1000 Broadway, Suite 300
Oakland, CA 94607-4099
kyla.johnson@ousd.org

If to Oakland Promise, at:

Mia Bonta
% East Bay College Fund,
300 Frank H. Ogawa Plaza
UNIT 430,
Oakland, CA 94612
mia@oaklandpromise.org

10. **Entire Understanding.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and except as specifically provided herein may not be modified or amended except by written agreement of all of the Parties.

11. **Applicable Law.** The laws of the State of California shall govern the construction, interpretation and enforcement of this Agreement.

12. **Entirety of Agreement.** This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.


13. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement effective the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

HONORS PATHWAY, INC

By:  Kyla Johnson-Trammell
(Signature)


By:  Eugene Wade
(Signature)

Date: 10/27/2020


Date: 10/29/2020

Name: Kyla Johnson-Trammell
Its: Superintendent

Name: Eugene Wade
Its: Chief Executive Officer

Approved as to form by OUSD staff attorney
Joanna Powell on 10/26/2020. 

OAKLAND PROMISE

By:  Mialisa T Bonta
(Signature)

Date: 10/29/2020

Name: Mia Bonta
Its: Chief Executive Officer



Jody London, President
Board of Education 12/10/2020