

MEASURE N AND H – COLLEGE AND CAREER READINESS COMMISSION

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Oakland, CA 94607-

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

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Board Office Use: Legislative File Info.

File ID Number	25-1493
Introduction Date	6/3/2025
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Measure N and H – College and Career Readiness Commission

Board Meeting Date: June 11, 2025

Subject Memorandum of Understanding with Contractor:
Oakland Emiliano Zapata Street Academy
Services for: High School Linked Learning Office

Action Requested and Recommendation

Adoption by the Board of Education, upon recommendation by the Measures N and H – College and Career Readiness Commission of a Measures N and H Memorandum of Understanding by and between District and Oakland Emiliano Zapata Street Academy for Fiscal Year 2025-26, to ensure that revenues from the 2014 College and Career Readiness for All Act ("Measure N") and revenues from the 2022 College and Career Readiness for All Act ("Measure H", together with Measure N, "Measures") are spent in strict accordance with the Measures and is also an oversight and operational agreement that outlines and defines the Parties' respective operational and reporting responsibilities for the Measures, in a cumulative amount not to exceed \$73,468.24.

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

The Charter School shall be entitled to receive reimbursement for Measure H funds expended, in an amount not to exceed \$850.00 for each Oakland resident in the 9th-12th grade enrolled in the Charter School. The Charter School shall not receive reimbursement from either Measure, as set forth in Subsections 4.1, 4.2, and 4.3, unless the Charter School has first met all of the following requirements:

(a) The Charter School has submitted a Measures N and H Education Improvement Plan and budget to OUSD, and received approval from the Commission and the Board for the Charter School's Measures N and H Education Improvement Plan and budget.

(b) The Charter School commits to developing a College and Career Pathway structure within the Charter School. OUSD shall, at its sole discretion, determine whether the Charter School has made such a commitment.

(c) The Charter School commits to making strategic investments in each of OUSD's 3 Domains of Linked Learning: Integrated Program of Study, Work Based Learning, and Integrated Student Supports. OUSD shall, at its sole discretion, determine whether the Charter School has made such a commitment.

(d) The Charter School commits to using revenue received from the Measures solely for (i) purposes permitted under each Measure and (ii) consistent with the Charter School's petition.

(e) The Charter School commits to identifying specific goals to decrease academic outcome disparities for academically low-achieving students.

Competitively Bid Was this contract competitively bid? No
If no, exception: N/A

Fiscal Impact Funding resource(s): Measure H

Attachments 25- 1493- 2ND MEMO FOR MOUS-25-26 MOU-Oakland Emiliano Zapata Street Academy

Measures N and H Memorandum of Understanding Between Oakland Unified School District and Oakland Emiliano Zapata Street Academy

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- 1.1. The Oakland Unified School District (“OUSD” or “District”) and Oakland Emiliano Zapata Street Academy (“Street Academy”, together with OUSD, “Parties”) enter into this Measures N and H Memorandum of Understanding (“MOU”) to ensure that revenue from the 2022 College and Career Readiness for All Act (“Measure H”) and the carryover and/or contingency (reserve fund) from the 2014 College and Career Readiness for All Act (“Measure N”, together with Measure H, “Measures”) are spent in strict accordance with the Measures..
- 1.2. This MOU outlines and defines the Parties’ respective operational and reporting responsibilities for the Measures.
- 1.3. This MOU is aligned with Measures N and H.
- 1.4. By approving the Charter School’s Measures N and H Education Improvement Plan, OUSD will perform certain oversight activities regarding Street Academy’s expenditures of the Measures and the Street Academy’s adherence to the Measures. However, Street Academy is solely responsible to ensure that expenditures are correct and consistent with the Measures.
- 1.5. OUSD and Street Academy recognize that not all requirements governing authorizer relations, reporting, and oversight are memorialized herein, and therefore, the Parties agree that, in addition to any rights and obligations set forth herein, they are bound by and will comply with the law, including but not limited to, Education Code, and all other applicable statutes, rules, and regulations in addressing any matters not specifically addressed in this MOU.

2. TERM OF THE MEMORANDUM OF UNDERSTANDING

- 2.1. This MOU shall commence on July 1, 2025, and shall stay in effect until June 30, 2026, unless terminated earlier by OUSD. OUSD may terminate this MOU, without cause, upon 30 days written notice to Street Academy.
- 2.2. Notwithstanding Subsection 2.1, this MOU will automatically terminate upon revocation or non-renewal of Street Academy’s petition and/or by the closure of Street Academy. In such instances, Street Academy shall no longer be eligible to receive funds from the Measures.

3. REQUIRED DOCUMENTATION

- 3.1. Street Academy shall provide OUSD with the up-to-date versions of any documents requested by OUSD, including (but not limited to) the documents listed and described in Schedule A and Schedule B, attached and incorporated herein by reference, on or before the due dates specified by OUSD.
- 3.2. Street Academy shall promptly respond to all reasonable inquiries by OUSD and/or the Measures N and H - College and Career Readiness Commission ("Commission"), their respective designees or agents, and/or any other authorized agency.
- 3.3. Street Academy shall maintain all documentation that demonstrates the permissible nature of expenditures funded by the Measures.

4. FUNDING

- 4.1. Street Academy shall be entitled to receive reimbursement for Measures N and H funds expended, in an amount not to exceed \$850.00 for each Oakland resident in the 9th-12th grade enrolled in Street Academy, for a total amount not to exceed \$52,812.50.
- 4.2. Street Academy shall be entitled to receive reimbursement for Measure N and H Carryover funds expended, for a total amount to be determined by June 30, 2025 at the end of the 2024-25 fiscal year.
- 4.3. Street Academy shall be entitled to receive reimbursement for Measure N Strategic Carryover funds expended, for a total amount not to exceed \$20,655.74.
- 4.4. Street Academy may be eligible to receive reimbursement from Measures N and H Contingency Funds, based on the final approved budget and consistent with the availability and allowable use of funds under applicable Measure N and H guidelines.
- 4.5. Street Academy shall not receive reimbursement from Measures N and H, as set forth in Subsections 4.1, 4.2, and 4.3, unless Street Academy has first met all of the following requirements:
 - (a) Street Academy has submitted a Measures N and H Education Improvement Plan and budget to OUSD, and received approval from the Commission and the Board for Street Academy's Measures N and H Education Improvement Plan and budget.
 - (b) Street Academy commits to developing a College and Career Pathway structure within Street Academy. OUSD shall, at its sole discretion, determine whether Street Academy has made such a commitment.

- (c) Street Academy commits to making strategic investments in each of OUSD's 3 domains of Linked Learning: Integrated Program of Study, Work Based Learning, and Integrated Student Supports. OUSD shall, at its sole discretion, determine whether Street Academy has made such a commitment.
 - (d) Street Academy commits to using revenue received from the Measures solely for (i) purposes permitted under each Measure and (ii) consistent with tStreet Academy's petition.
 - (e) Street Academy commits to identifying specific goals to decrease academic outcome disparities for academically low-achieving students.
- 4.6. If eligible pursuant to Subsection 4.4, OUSD will only reimburse Street Academy approved expenditures under the Measures on a quarterly basis, in accordance with the timeframes set forth in Schedule A, conditional upon all the following:
- (a) OUSD possesses Measures N and H funds and such funds are available to be used for reimbursement;
 - (b) The expenditures sought for reimbursement have been expended in compliance with the Measures;
 - (c) Street Academy is in compliance with this MOU; and,
 - (d) There are no outstanding findings of unauthorized expenditures by Street Academy for 2024-2025 as determined by OUSD in its sole discretion.

Street Academy understands that in the event that such funds are not received in a timely manner by the District due to external delays (e.g., at the County level), such funds shall be provided to Street Academy as soon as practicable after such funds are made available to OUSD.

- 4.7. In addition to the conditions set forth in this MOU and in Subsection 4.5 in particular, Street Academy shall use all revenue from the Measures it is provided by OUSD or from reimbursements it is provided by OUSD only for expenditures consistent with (i) the Measures, (ii) the applicable Measures N and H Education Improvement Plan, (iii) the "Measures N and H Permissible Expenditures" document, and (iv) this MOU. Street Academy is solely and individually responsible for ensuring that its expenditures are made consistent with this Section.

5. QUARTERLY FINANCIAL REPORTING

- 5.1. Street Academy shall not commingle the funds it receives from Measure N and Measure H, shall treat the funds it receives from Measure N and Measure H as separate restricted funding sources, and shall use a chart of accounts to reflect the restricted nature of this funding.
- 5.2. Street Academy shall provide OUSD with the documents listed and described in Schedule A and Schedule B on or before the designated due date.
- 5.3. Upon OUSD's receipt of the documents listed and described in Schedule A and Schedule B on or before the designated due date, Street Academy shall allow a minimum of 2 weeks, but no more than 6 weeks, for OUSD to review the Street Academy's submitted quarterly financial report, along with supporting documentation, and to raise reasonable questions or concerns with Street Academy before reimbursement is issued. If the documents listed and described in Schedule A and Schedule B are received by OUSD later than the due date, the 6 week period may be reasonably extended.

6. ANNUAL AUDITS

- 6.1. Street Academy shall require that its annual independent internal audit include audits, pursuant to generally accepted accounting practices, ensuring that Measure N and H receipts and expenditures are within the permissible uses as set forth in this MOU, particularly Section 4.
- 6.2. As specified in Schedule A, Street Academy shall submit its annual independent financial audits to OUSD.
- 6.3. Street Academy shall fulfill all requests made by auditors completing the annual audits requested by this Section.

7. MONITORING AND OVERSIGHT

- 7.1. An infraction of this MOU is one of the following actions:
 - (a) missing a deadline for providing full documentation (as outlined in Schedule A) by more than 2 weeks,
 - (b) not attending two Community of Practice meetings or other mandatory meetings over the course of one fiscal year, or
 - (c) not responding to a reasonable inquiry from OUSD (as outlined in Subsection 3.2) within 2 weeks of OUSD making such a request.

If OUSD determines, at its sole discretion, that Street Academy has committed two infractions during the term of this MOU, Street Academy will receive a Notice of Concern from OUSD. If Street Academy commits a third infraction within the term of this MOU and/or does not respond to the Notice of Concern in the timeframe outlined therein, OUSD reserves the right to void the next quarterly reimbursement of funds from the Measures, in which case those funds would be transferred to the Measure N and H Contingency Funds, as applicable.

- 7.2. In the event Street Academy is unable to complete a quarterly reporting request and/or audit request and is delinquent in providing documentation of the same (as outlined in Schedule A) by 4 weeks or more, OUSD reserves the right to withhold the next quarterly reimbursement of funds from the Measures until the latter of: (i) the next quarter or (ii) until the outstanding documentation has been provided to OUSD and OUSD has, in its sole discretion, deemed it to be satisfactory. If, at the end of the term of this MOU, Street Academy still has not provided the outstanding documentation or Street Academy has provided it but OUSD has, in its sole discretion, not deemed it to be satisfactory, then Street Academy will not be eligible for that quarterly reimbursement, in which case those funds would be transferred to the Measures N and H Contingency Funds, as applicable.
- 7.3. In the event an audit finding is made, the funds from the applicable Measure from the current year and/or subsequent year will be reduced, as necessary, to implement financial corrective action.
 - (a) Alternatively, in the event that the District determines that it has made an overpayment to the Street Academy from parcel tax funds collected under Measure N or Measure H, Street Academy agrees to reimburse the District for the full amount of the overpayment.
 - (b) Such overpayment may be identified through District audit, review of enrollment data, or any other reasonable method of assessment. The District shall provide written notice to Street Academy of any such overpayment, including a detailed explanation of the basis for the determination and the amount owed.
 - (c) Street Academy shall remit payment to the District within thirty (30) calendar days of receiving the notice, unless the parties mutually agree in writing to an alternative reimbursement schedule. Failure to reimburse the District in accordance with this provision may result in offset of future payments or other remedies as provided by law or this agreement.
 - (d) This provision shall survive the termination or expiration of this agreement, except as otherwise required by law.

8. STREET ACADEMY CLOSURE

8.1 In the event that Street Academy's petition is revoked, non-renewed, voided, or otherwise ceases to exist for any reason, Street Academy closes, or Street Academy no longer receives funds from the Measures, any such funds that were not expended by Street Academy shall be returned to OUSD and moved to the applicable Measure N and H Contingency Fund.

8.2 In the event that Street Academy's petition is revoked, non-renewed, voided, or Street Academy otherwise ceases to operate as described in Section 8.1, all materials, supplies, textbooks and equipment, along with any goods, services, or other tangible items obtained through service contracts that were paid for, in whole or in part, with Measure N or Measure H funds shall be returned to OUSD within thirty (30) days of school closure. In order to ensure that publicly funded resources are preserved for continued educational use, Street Academy shall work collaboratively with OUSD to identify and transfer such items as part of the school's closure and final audit process.

9. INDEMNIFICATION

Street Academy shall promptly defend, indemnify, and hold harmless OUSD, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns from and against any and all alleged or actual breach of any obligation imposed under this MOU, including but not limited to any issue arising from a non-permissible funding expenditure by Street Academy, or any other actual or alleged breach of any duty or obligation owed to OUSD or any third party by Street Academy or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

10. ADDITIONAL PROVISIONS

- 10.1. This MOU shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
- 10.2. Any recitals and exhibits attached to this MOU are incorporated herein by reference.
- 10.3. This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.
- 10.4. If any term, condition, or provision of this MOU 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.

- 10.5. Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
- 10.6. This MOU, and all amendments, addenda, and supplements to this MOU, 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 MOU, 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.
- 10.7. The Parties acknowledge that this MOU, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 10.8. OUSD shall not be bound by the terms of this MOU unless and until it has been formally and properly approved by OUSD's Governing Board, and no payment or reimbursement shall be owed or made to Street Academy absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the Parties hereto agree and execute this MOU and to be bound by its terms and conditions:

STREET ACADEMY

Name: Bukola Lawal Signature: 
Position: Executive Director Date: 5/27/25

OUSD

Name: _____ Signature: _____

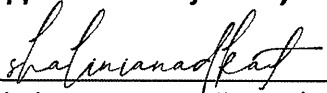
Position: _____ Date: _____

- ☐ Board President
- ☐ Superintendent
- ☐ Chief/Deputy Chief/Executive Director

Name: _____ Signature: _____

Position: Secretary, Board of Education Date: _____

Approved as to form by OUSD Legal


Shalini Desai Anadkat 5/2/2025

SCHEDULE A:
MEASURES N AND H STREET ACADEMY REPORTING AND MONITORING ACTIVITY

All information and documents listed below are to be provided by Street Academy to OUSD by the date shown unless another date is specified in writing by OUSD. Annual updates are required by the dates noted on the schedule.

Item	Description	Due Date
2025-26 Street Academy Unaudited Actuals Quarterly Expenditure Reports	Report on Measure N and H expenditures per quarter	Quarter 1: October 31, 2025 Quarter 2: January 31, 2026 Quarter 3: April 30, 2026 Quarter 4: June 30, 2026
Supporting Documentation for Street Academy Unaudited Actuals Quarterly Expenditure Reports	Please refer to supporting documentation indicated in the 2023-24 Measures N and H Permissible Expenses	Quarter 1: October 31, 2025 Quarter 2: January 31, 2026 Quarter 3: April 30, 2026 Quarter 4: June 30, 2026
2024-25 Street Academy Independent Financial Audit	Submission of Independent Auditor's Report	Within 30 days of the audit being complete
Proposed 2026-27 Budget	Budget for projected Measures N and H allocations for 2026-2027; completed using template provided by OUSD, with additional information as determined by OUSD	Estimated March - April 2027* <i>*Specific date to be determined by OUSD</i>