



## **MEMORANDUM OF UNDERSTANDING**

### **Measure N**

#### **Oversight, Financial, and Operational Memorandum of Understanding Between Oakland Unified School District and [Charter School]**

#### **1. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

1.1 The Oakland Unified School District (OUSD), Oakland Unified School District Board of Education, and their authorized charters strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship.

This Memorandum of Understanding (MOU) is an Oversight and Operational agreement that outlines and defines the Parties' respective operational and reporting responsibilities for Measure N College and Career Readiness for All Act.

1.2 This MOU is aligned with the letter and intent of Measure N College and Career Readiness for All Act.

1.3 By approving the Measure N Education Improvement Plan (SPSA), the Oakland Unified School District assumes the oversight of the Charter School in accordance with the letter and intent of Measure N College and Career Readiness for All Act.

1.4 The Oakland Unified School District (OUSD), Oakland Unified School District Board of Education, and their authorized charters recognize that not all requirements governing charter-charter authorizer relations, reporting, and oversight are memorialized herein, and therefore, the parties to this Agreement agree that they are bound by and will comply with the 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 Memorandum of Understanding (MOU), shall commence on the date upon which it is fully executed by the duly authorized representatives of the parties and shall stay in effect for the term of the charter receiving Measure N funding.

2.2 This MOU may be reviewed annually, and may be amended or augmented by addendum at any time upon mutual written agreement.



2.3 The MOU will automatically expire upon the end of Measure N and in the case of no reauthorization of the measure. The MOU will automatically expire upon the expiration or revocation of the Charter. The MOU will automatically expire upon the Charter no longer receiving Measure N funds.

2.4 The MOU is subject to early termination only as set forth in this MOU. Renewal of the Charter and this MOU shall be based, in part, on compliance with terms set forth in this Agreement, OUSD board policy, and applicable law.

### 3. REQUIRED DOCUMENTATION

3.1 The Charter School shall provide OUSD with the up-to-date versions of the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

3.2 In the event of a change in the documents specified here and in Schedule A, an updated version shall be sent within fifteen (15) business days of the date the changes are approved by the Measure N Commission.

3.3 The Charter School shall promptly respond to all reasonable inquiries by OUSD, OUSD Board of Education, and the Measure N Commission, their respective designees and any other authorized agency, including but not limited to financial inquiries to the Charter School.

3.4 The Charter School shall maintain documentation that demonstrates the supplemental and permissible nature of expenditures funded by Measure N.

### 4. FUNDING

4.1 The Charter School will receive Measure N funding allocation in two payments. The Measure N funding allocation will be dispersed in two payments of 85% of the funding allocation and 15% of the allocation. The remaining 15% payment will be dispersed to the Charter School after the submission of the 2017-18 Measure N Financial Report and submission of a Quarterly Financial Report with supporting documentation.

4.2 The Charter School will use all revenue received from Measure N only for the educational services of the Charter School and for the benefit of 9th-12th grade



students enrolled and attending the Charter School. Funding must be used in accordance with the letter and intent of Measure N College and Career Readiness for All Act and must follow the Measure N Commission and OUSD Board approved Education Improvement Plan (SPSA).

4.3 The Charter School will use all revenue received from Measure N only for the educational services that are supplemental (increase the level of services) and not supplant (replace) funds from any governmental funding sources. Any program activity required by state law, State Board of Education (SBOE) rules, or local board policy may not be paid with these funds. State or local funds may not be decreased or diverted for other uses merely because of the availability of these funds. The Charter School must maintain documentation that clearly demonstrates the supplementary nature of these funds as stated in Section 3.5.

## 5. QUARTERLY FINANCIAL REPORTING

5.1 The Charter School shall treat Measure N as a restricted funding source and will use a chart of accounts to reflect the restricted nature of this funding.

5.2 The Charter School shall provide OUSD with the documents listed and described in Schedule A every quarter as stated in Section 3.1.

5.3 The Charter School shall allow up to 2 weeks for the review of quarterly financial report with supporting documentation submitted to OUSD.

5.4 The remaining 15% Measure N allocation can not be dispersed until the Charter School submits the Quarterly Financial Report with supporting documentation by the deadline described in Schedule A.

## 6. ANNUAL AUDIT

6.1 The Charter School shall request their annual independent internal audit include a Measure N audit.

6.2 As specified in Schedule A, the Charter School shall submit its annual independent financial audit.



6.3 The Charter School shall fulfill all requests made by auditors completing the annual Measure N audit.

## 7. MONITORING AND OVERSIGHT

7.1 In the event the Charter School is evaluated and it is determined that purpose of the measure is not being met, the Charter School will be designated as a Probationary School with the potential of a reduced funding allocation.

7.2 In the event the Charter Schools is designated as a Probationary School, OUSD will determine if the Charter Schools is to be placed on reimbursement plan for a minimum of one (1) academic year.

7.3 In the event the Charter School is unable to complete audit requests and/or there is an audit finding, the new fiscal year of Measure N funding allocation will be used to address financial corrective action if one is determined.

7.4 In the event the Charter School does not submit required documentation, does not meet deadlines for deliverables, does not demonstrate evidence of Linked Learning implementation, OUSD will recommend the removal of the Charter School from Measure N for Measure N Commission approval.

## 8. CHARTER REVOCATION OR CHARTER SCHOOL CLOSURE

8.1 In the event that a charter is revoked or the Charter School closes, all equipment purchased through Measure N funds will be returned to OUSD.

8.2 In the event that a charter is revoked or the Charter School closes, any Measure N funds that were not expended by the Charter School will be returned to OUSD.

## 9. ENTIRE AGREEMENT; COUNTERPARTS

9.1 This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersedes any oral and written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original.



IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective date.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2018 by Oakland Unified School District Board of Education by the following vote:



OAKLAND UNIFIED SCHOOL DISTRICT  
SCHEDULE A  
MEASURE N CHARTER SCHOOL REPORTING AND MONITORING ACTIVITY

All information and documents listed below are to be provided to the Oakland Unified School District by the date shown, unless another date is specified. Annual updates are required by the dates noted on the schedule.

Item	Description	Due Date
2017-18 Measure N Financial Report	Report on how 2017-18 Measure N funds were spent  Report will include submission of general ledger	September 27th
2018-19 Charter School Unaudited Actuals Quarterly Expenditure Report	Report on Measure N expenditures per quarter	Quarter 1: September 27th Quarter 2: December 3rd Quarter 3: March 1st Quarter 4: June 14th
Supporting Documentation for Charter School Unaudited Actuals Quarterly Expenditure Report	Please review the Measure N Permissible Expenses	Quarter 1: September 27th Quarter 2: December 3rd Quarter 3: March 1st Quarter 4: June 14th
Charter School Independent Financial Audit		Completion of audit
Preliminary 2019-20 Budget	Budget for projected Measure N allocation for new fiscal year; completed using Measure N Education Improvement Plan (SPSA) template, with additional information as requested	March - April 2019  <i>*Specific date subject to change, budget submitted to Measure N Commission as part of Measure N Education Improvement Plan (SPSA)</i>