

MEASURE N AND H – COLLEGE AND CAREER READINESS COMMISSION

1016 Union Street, #940
Oakland, CA 94607-

**OAKLAND UNIFIED
SCHOOL DISTRICT***Community Schools, Thriving Students***Measure N - College & Career
Readiness - Commission**

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File ID Number	25-1486
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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: East Bay Innovation 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 East Bay Innovation 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 \$214,798.30.

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 25-1486 - 2ND MEMO FOR MOUS-25-26 MOU-East Bay Innovation

Measures N and H Memorandum of Understanding Between Oakland Unified School District and East Bay Innovation Academy

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- 1.1. The Oakland Unified School District (“OUSD” or “District”) and East Bay Innovation Academy (“Charter School”, 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 the Charter School’s expenditures of the Measures and the Charter School’s adherence to the Measures. However, the Charter School is solely responsible to ensure that expenditures are correct and consistent with the Measures.
- 1.5. OUSD and the Charter School recognize that not all requirements governing charter-charter 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 the Charter School.
- 2.2. Notwithstanding Subsection 2.1, this MOU will automatically terminate upon revocation or non-renewal of the Charter School’s petition and/or by the closure of the Charter School. In such instances, the Charter School shall no longer be eligible to receive funds from the Measures.

3. REQUIRED DOCUMENTATION

- 3.1. The Charter School 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. The Charter School 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. The Charter School shall maintain all documentation that demonstrates the permissible nature of expenditures funded by the Measures.

4. FUNDING

- 4.1. The Charter School 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 the Charter School, for a total amount not to exceed **\$176,800.00**.
- 4.2. The Charter School 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. The Charter School shall be entitled to receive reimbursement for Measure N Strategic Carryover funds expended, for a total amount not to exceed **\$37,998.30**.
- 4.4. The Charter School 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. The Charter School shall not receive reimbursement from Measures N and H, 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.
- 4.6. If eligible pursuant to Subsection 4.4, OUSD will only reimburse the Charter School's 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) The Charter School is in compliance with this MOU; and,
 - (d) There are no outstanding findings of unauthorized expenditures by the Charter School for 2024-2025 as determined by OUSD in its sole discretion.

The Charter School 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 the Charter School 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, the Charter School 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. The Charter School is solely and individually responsible for ensuring that its expenditures are made consistent with this Section.

5. QUARTERLY FINANCIAL REPORTING

- 5.1. The Charter School 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. The Charter School 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, the Charter School shall allow a minimum of 2 weeks, but no more than 6 weeks, for OUSD to review the Charter School's submitted quarterly financial report, along with supporting documentation, and to raise reasonable questions or concerns with the Charter School 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. The Charter School 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, the Charter School shall submit its annual independent financial audits to OUSD.
- 6.3. The Charter School 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 the Charter School has committed two infractions during the term of this MOU, the Charter School will receive a Notice of Concern from OUSD. If the Charter School 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 the Charter School 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, the Charter School still has not provided the outstanding documentation or the Charter School has provided it but OUSD has, in its sole discretion, not deemed it to be satisfactory, then the Charter School 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 [Charter School Name] from parcel tax funds collected under Measure N or Measure H, the Charter School 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 the Charter School of any such overpayment, including a detailed explanation of the basis for the determination and the amount owed.
 - (c) The Charter School 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. CHARTER SCHOOL CLOSURE

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

8.2 In the event that the Charter School's petition is revoked, non-renewed, voided, or the Charter School 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, the Charter School shall work collaboratively with OUSD to identify and transfer such items as part of the school's closure and final audit process.

9. INDEMNIFICATION

The Charter School 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 the Charter School, or any other actual or alleged breach of any duty or obligation owed to OUSD or any third party by the Charter School 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 the Charter School 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:

CHARTER SCHOOL

Name: Miranda Thorman

Signature: Miranda Thorman

Position: Executive Director

Date: 5/12/25

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

Shalini Desai Anadkat 5/2/2025

SCHEDULE A:
MEASURES N AND H CHARTER SCHOOL REPORTING AND MONITORING ACTIVITY

All information and documents listed below are to be provided by the Charter School 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 Charter School 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 Charter School 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 Charter School 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>
2024-25 Charter Management Organization Meeting Attendance	CMO leader or designee must attend Charter Management Organization meetings	Dates to be determined by OUSD and OUSD will provide at least a 7-day notice prior to any meetings.
2024-25 Charter Community of Practice Meeting Attendance	At least one member of each Charter School must attend monthly meetings	Dates to be determined by OUSD and OUSD will provide at least a 7-day notice prior to any change in the meeting schedule

SCHEDULE B:

STUDENT DATA

All information and documents listed below are to be provided by the Charter School to OUSD by November 15 annually unless another date is specified in writing by OUSD. Information and documents shall be provided at the site level and for the focal student population.

1. Enrollment counts by grade level
2. Enrollment counts by ethnicity
3. Enrollment counts by Special Ed/Students with Disabilities
4. Enrollment counts by Newcomer status
5. Oakland Resident count
6. LCFF Unduplicated Pupil count
7. CTE Course, Student, and Teacher counts
8. Dual Enrollment course and student counts
9. Internship participation
10. Linked Learning Pathway participation
11. 9th Grade On-Track to Graduate counts by ethnicity
12. Four Year Cohort Graduation Rate
13. Four Year Cohort Dropout Rate
14. 12th Grade A-G completion
15. 9th Grade A-G progress
16. College Enrollment data from the National Student Clearinghouse
- 17. Count of Students Enrolled in College the Fall Immediately After High School report**