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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 6-27-12

Subject Memorandum of Understanding - The Street Academy Foundation and Oakland Unified School District

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and The Street Academy Foundation. The Street Academy Foundation will operate the Oakland Emiliano Zapata Street Academy alternative high school for the period of July 1, 2012 through June 30, 2014.

Background The Oakland Emiliano Zapata Street Academy has provided a voluntary alternative education option for Oakland high school students for the past thirty-nine years. The District and The Street Academy Foundation seek to provide continued operation of the school through a renewed Memorandum of Understanding.

Discussion The Street Academy Foundation will operate Oakland Emiliano Zapata Street Academy, an alternative high school of choice and voluntary option for Oakland students grades nine through twelve for the period of July 1, 2012 through June 30, 2014.

Recommendation Approval by the Board of Education of the Memorandum of Understanding between the District and The Street Academy Foundation of Oakland, CA, for the latter to operate Oakland Emiliano Zapata Street Academy for the period of July 1, 2012 through June 30, 2014.

Fiscal Impact Unrestricted funding will be generated through ADA and parties will adhere to agreed formula of 100% ADA less the District's direct and indirect costs (currently 12.3% and 4.75% respectively.)

Attachments • Memorandum of Understanding

**2012-2014 Memorandum of Understanding
Between
The Street Academy Foundation
and
The Oakland Unified School District**

WHEREAS the Oakland Emiliano Zapata Street Academy (hereinafter, Academy or Street Academy) was established in 1973 and has operated as an alternative school operated by a community-based non-profit organization (initially by the Bay Area Urban League, and subsequently by the Street Academy Foundation) for thirty-nine years in partnership with Oakland Unified School District (hereinafter OUSD); and,

WHEREAS the District and Street Academy seek to provide for the continued operation of the Street Academy by a non-profit organization; and,

WHEREAS, in 2002, the community, families and a non-profit organization established the Street Academy Foundation – a non-profit corporation dedicated to providing quality, alternative education by supporting the Academy; and

WHEREAS OUSD and the Academy desire to continue the operations of the Academy for the 2012-2013 and 2013-2014 school years and beyond; and

WHEREAS the Street Academy Foundation has performed the required services and has complied with the required guidelines for providing alternative education to OUSD students; and

WHEREAS the parties agree and understand that this memorandum of understanding will remain in effect for a two-year term, ending June 30, 2014, which shall coincide with the District's fiscal year, and may be renewed for consecutive years by mutual written agreement of the parties; and

WHEREAS OUSD will continue to provide an in kind contribution to the Academy in the form of the use of the District facility at 417 – 29th Street to house the instructional program from July 1, 2012 through June 30, 2014; and

WHEREAS the Street Academy Foundation prepared an operating budget for both fiscal years commencing July 1, 2012.

The Parties hereby agree as follows:

1. TERM The term of this Agreement will coincide with the OUSD fiscal year, will commence July 1, 2012 and will remain in effect until June 30, 2014. If the program's operation is satisfactory at the conclusion of that year, OUSD and the Academy may renew the Agreement for subsequent years.

2. PAYMENT It is expressly understood and agreed between the parties hereto that the method of payment and the amount thereof specified in this contract shall constitute full consideration (unless otherwise amended by mutual consent of the parties hereto) to the Street Academy Foundation for the performance of services provided during the term of this agreement.

- a. The amount of cash funds made available by OUSD and agreed upon under the program plan are dependent upon the level of ADA received by OUSD based on P-2 calculation. OUSD shall review attendance records at least every three months to determine the total allocation of Actual Daily Attendance (ADA) funding to the Street Academy Foundation. The Parties shall meet in the fall and spring of each year to review changes in the ADA due to Street Academy enrollment changes or changes in the State budget that impacts school funding.
- b. Base revenue limit amounts will be calculated at the prevailing amount established by the State with adjustments for direct and indirect costs. The estimated operating budget for the Academy program shall be a calculation based on P-2 ADA multiplied by the base revenue limit. The base revenue limit will be 100% of OUSD funded revenue per ADA for the 9-12 program and will be subject to all reductions and or increases as directed by all state sponsored budgetary tools utilized to project the District's budget. The calculated base revenue limit amount less the District's direct and indirect costs (currently 12.3% and 4.75% respectively) include custodial and building and grounds expenses related to the building and other expenses as outlined in the OUSD memo of June 2003, which is attached hereto as Exhibit A and incorporated herein by reference. Amendments will be made in the event of a state cost of living adjustment to the District. ADA count shall be based on P2 Attendance Records for each school year. The Academy will receive funding based on the actual ADA. The Academy will receive its pro rata share of lottery revenue and state and federal categorical funds for which it is eligible from OUSD in addition to the base revenue limit. Invoices received for reimbursement from the Academy that exceed the budget allocation for the active school year will not be honored for payment by OUSD.

"In addition to the funding provided in Paragraphs 2b and 2c of this MOU, and not dependent upon the formula in Paragraph 2b of this MOU, for each of the two fiscal years of the term of this MOU, the Street Academy shall receive from the District \$80,000.00 in additional unrestricted dollars."

- c. During the term of this Agreement, Street Academy may offer an optional summer intervention program for eligible students that is aligned with their Single Plan for Student Achievement. Provided the summer program offers a focus on credit recovery, 9th grade transition support, and academic interventions for students in need of extra support and is aligned with Street Academy's Board of Education approved SPSA, the District will provide Title 1 and EIA/LEP funds not to exceed \$50,000 for said summer intervention program. If the cost exceeds \$50,000 in any one year, Street Academy shall obtain the prior approval of the District's Coordinator, Alternative Education.

- d. The Street Academy shall submit daily attendance data to the District each month.
- e. The Street Academy Foundation shall submit quarterly invoices and requests for payment to OUSD. The District's Budget Director may collaborate with Street Academy 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.
- f. In the event this Agreement is extended for fiscal year 2013-2014, by June 1, 2013, the Academy shall submit the Street Academy Foundation's 2012-2013 operating budget, subject to the end of year report of actual expenditures and P2 Attendance reporting, for the District to review by June 30, 2013.
- g. At the end of each fiscal year that this agreement is in effect, if the actual expenditures are less than the above maximum operating budget, and if Street Academy Foundation has received from OUSD more money than the actual expenditures, the excess allocation shall be returned to OUSD, less a reserve for sick leave and less a maximum of 5% to serve as a working reserve.
- h. Quarterly Requisitions, documentation and payments shall occur according to the following schedule:

QUARTERLY REQUISITIONS, DOCUMENTATION AND PAYMENT SCHEDULE

Academy		OUSD	
Date	Action	Date	Action
August 14	Submits requisition for 15% of apportionment with documentation of actual expenses for July	Aug. 25	Reviews documents and issues payment of 15% of apportionment
Sept. 25	Submits requisition for 30% of apportionment with documentation of actual expenses for Aug. and Sep. to date	Oct. 13	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 Sep.,	Jan. 12	Reviews documents and issues payment of 30% of apportionment.

Academy		OUSD	
Date	Action	Date	Action
	Oct., Nov., and Dec. to date.		
March 25	Submits requisition for 25% of apportionment with documentation of actual expenses for balance of Dec., Jan., Feb.& Mar. to date	April 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.	July 27	Reviews documents, verifies reconciliation and invoices for reimbursement or emits the balance due.

3. RECORDS, ACCOUNTS AND AUDITS The Street Academy Foundation shall make available for examination and audit by OUSD all books, accounts and records pertaining to Academy pursuant to applicable law and the terms and conditions established by OUSD. The Street Academy Foundation shall provide to the District an annual independent audit by October 1, 2012/2013 for the prior fiscal years.

4. OPERATIONS

a. Monitoring and Evaluation The Street Academy Foundation and the District mutually agree that ongoing monitoring and evaluation of the Street Academy Program can enhance the success of the Street Academy program and provide models for other District programs. To this end, the Street Academy Foundation and the District shall work collaboratively in the ongoing monitoring of the program and the State Administrator or Superintendent shall designate a representative to participate in this effort.

b. Selection and Admission Requirements Student selection and admission requirements into the Academy must comply with state and federal anti-discrimination laws.

c. State and Federal Compliance and Monitoring (See attachment B.) The Street Academy Foundation shall ensure compliance with all applicable state and federal laws.

- i. Categorical funds shall be used to ensure equitable access and academic supplementary support to students not meeting state academic standards in reading, language arts and mathematics as determined by multiple assessments, one being a standardized test (EC52853 and federal *No Child Left Behind Act of 2002, Part A, Sec. 1111*).
 - ii. Categorical funds shall be used for professional development that will build the capacity of teachers support staff and administrators to deliver standards-based instruction and provide interventions to students not meeting state academic standards (EC52853 and federal *No Child Left Behind Act of 2002, Part A, Sec. 1119*).
 - iii. Additionally, categorical funds shall be used to involve parents in the planning, implementation and evaluation of the instructional program, as well as providing training to parents and staff on how parents can better support the education of their children (EC52853 and federal *No Child Left Behind Act of 2002, Part A, Sec. 1118*).
- d. Violence Free Policy The Academy will maintain its 39-year history as a violence-free institution through upholding the zero-tolerance policy. Students, parents and teachers will be fully informed of the policy and must voluntarily agree to uphold the policy. All students will receive a copy of the policy at the beginning of the school year or within the first week of attendance at the school. If a student becomes involved in fighting, the Coordinator of Alternative Education or designee will immediately convene a hearing between the students, parent or guardians, and, and school administrator to confirm the student's participation in the fight. If this participation is confirmed, the Coordinator of Alternative Education or designee will arrange for an involuntary transfer of the student to another school within the District.
- e. Discipline, Suspension and Expulsion All pupil discipline, suspensions, and expulsion procedures for the Academy shall conform with Education Code Section 48900, *et seq* as it may be amended from time to time. No student may be expelled by the Street Academy without complying with the Education Code of the State of California.
- f. Method of Calculating ADA When calculating ADA, the Academy will only include the attendance of pupils engaged in educational activities required of those pupils who are under the immediate supervision and control of an employee who possesses a valid certification document, registered as required by law, as required by Education Code Section 46300 (a).
- g. Qualifications of Teachers The Academy acknowledges that any teacher hired since the start of 2002-2003 in programs supported by Title I must be "highly qualified" as defined in No Child Left Behind, Title I, Part A, Section 119. In addition, all teachers teaching in core academic subjects must be "highly qualified" not later than the end of the 2005-2006 school year. The term "highly qualified" means that the teacher is

fully licensed or certified by the state and must not have any certification or licensure requirements waived on an emergency, temporary or provisional basis.

- h. Holders of Vocational Teaching Credentials The Academy acknowledges that holders of Vocational Teaching Credentials at the Academy may only be assigned on the authorization of their credentials, not broadly assigned per Education Code Section 44865, Section D-1.
- i. Sanctions for Mis-assignments The Academy acknowledges that the Commission on Teacher Credentialing has established sanctions for the mis-assignment of credential holders, as required in Education Code Section 44256.9
- j. Need for Medical Certificate As required by Education Code Section 44839(a) , the Academy 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.

5. GENERAL CONDITIONS

- a. Fundraising The Street Academy Foundation will raise funds to increase the Academy budget over and above the revenue limit from sources other than OUSD.
- b. Indemnity
 - i. OUSD agrees to indemnify, to defend at its sole expense, to save and hold harmless STREET ACADEMY, its officers, agents, and employees, and its contract providers of health services operating on OUSD premises as anticipated in this Agreement, 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.

STREET ACADEMY agrees to indemnify, to defend at its sole expense, 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 STREET ACADEMY or its employees, agents, subcontractors of its performance of its obligations in this Agreement.

c. Insurance

1. Throughout the life of the Agreement, STREET ACADEMY 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.
2. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT 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 the DISTRICT 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 DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or Street Academy to DISTRICT.
- d. Relationship Between the Parties The Street Academy Foundation is a non-profit, community benefit corporation established to operate an alternative educational program, the Oakland Emiliano Zapata Street Academy, in partnership with the Oakland Unified School District. To ensure a cooperative relationship between the parties, the Superintendent or designee shall serve as a liaison to the Street Academy Foundation Board and meet regularly with the Foundation's leadership throughout the period of the contract.
- e. Notices and Communication Formal notices and communication between the parties will be sufficiently given if delivered by facsimile, e-mail or certified mail as follows:

Carole Watson, Board President
Street Academy Foundation
510-325-8553
Email : CaroleWatson@sbcglobal.net

Patricia Williams-Myrick, Executive Director
Street Academy Foundation
4096 Piedmont Avenue, Box 183

Oakland, CA 94611
510-874-3630
Email: patricia.w-myrick@ousd.k12.ca.us
Monica Vaughan
Coordinator, Alternative Education
Oakland Unified School District
4521 Webster Street
Oakland, CA 94609
510-879-2140
Email: Monica.Vaughan@ousd.k12.ca.us

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.

This agreement constitutes the entire agreement between the parties. Any representation, oral or verbal agreement(s) or commitment(s) regarding the subject matter of this agreement that is not expressly contained herein is void and unenforceable.

In witness hereof, the parties hereto have executed this Agreement by their duly authorized officers as of this _____ day of _____, 2012.

Street Academy Foundation

By Carole M. Watson

Date June 8, 2012

Oakland Unified School District

Jody Linder 6/27/12
President, Board of Education
Oakland Unified School District

Edy Robinson, Esq. 6/27/12
Secretary, Board of Education
Oakland Unified School District

Approved as to form & content:

By: J. Minor
Jacqueline P. Minor, General Counsel
Oakland Unified School District

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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. SAT 9, STAR Content Standards Tests, 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)