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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Allen Smith, Chief of Schools
Lucia Moritz Director, Alternative Education

Board Meeting Date August 12, 2015

Subject **MOU with Street Academy Foundation**

Action Approval of the MOU with Street Academy Foundation to operate Emiliano Zapata Street Academy Alternative High School

Background Street Academy has provided a voluntary alternative education option for Oakland high school students for 42 years. The District and Street Academy Foundation seek to continue operation of the high school through renewing the MOU.

Discussion Under the MOU, the Street Academy Foundation of Oakland will operate the Oakland Emiliano Zapata Street Academy for the period from July 1, 2015 through June 30, 2018 for an amount not to exceed \$768,596 for fiscal year 2015-16, with adjustments for fiscal years 2016-17 and 2017-18, as provided in the MOU.

Fiscal Impact Approximately \$768,596 per fiscal year

Attachment Agreement

**Memorandum of Understanding
Between
Street Academy Foundation
and
Oakland Unified School District
Fiscal Years 2015-16, 2016-17 and 2017-18**

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 forty-two 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 2015-2016, 2016-17, and 2017-18 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 three-year term, ending June 30, 2018, 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, 2015 through June 30, 2018; and

WHEREAS the Street Academy Foundation will prepare an operating budget for fiscal years covered by this Agreement.

The Parties hereby agree as follows:

1. **TERM** The term of this Agreement will coincide with the OUSD fiscal year, will commence July 1, 2015 and will remain in effect until June 30, 2018. If the program's operation is satisfactory at the conclusion of the 2017-18 school 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. The funding is based on the new Local Control Funding Formula (LCFF) and includes base, supplemental, and concentration grants in place of most previously existing K-12 funding streams, including revenue limits and most state categorical programs under this agreement. The LCFF includes the following components:
 - Provides a base grant of \$7,147.12 per average daily attendance (ADA), which includes 1) adjustment of 2.6 percent on the base grant amount for grades nine through twelve, 2) a supplemental grant equal to 20 percent of the adjusted base grant for targeted disadvantaged students and 3) a concentration grant equal to 50 percent of the adjusted base grant for targeted students exceeding 55 percent of the District's enrollment.

See Attachment A for projected 2015-16 funding, which is attached hereto and incorporated by reference herein. The fiscal years 2016-17 and 2017-18, the Parties will meet and confer in March of each year to determine and agree upon funding for the next fiscal year, based upon State funding information that is available at the time. As necessary based upon revisions to the State budget or funding, adjustments will be made in the funding available to Street Academy.

- 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 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 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. In addition to the funding provided above, for each of the three fiscal years of the terms of this MOU, the Street Academy shall receive from the District \$80,000.00 in additional unrestricted dollars.
- e. The Street Academy shall submit daily attendance data to the District each month.

- f. 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.
- g. For fiscal year 2016-2017 and 2017-18, by June 1 of each year, the Academy shall submit the Street Academy Foundation's operating budget, subject to the end of year report of actual expenditures and P2 Attendance reporting, for the District to review by June 30th each year.
- h. 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.
- i. 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., Oct., Nov., and Dec. to date.	Jan. 12	Reviews documents and issues payment of 30% of apportionment.

Academy		OUSD	
Date	Action	Date	Action
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 for the prior fiscal year.

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 42-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. Non-Discrimination.

STREET ACADEMY agrees it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

1. STREET ACADEMY shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
2. STREET ACADEMY shall, if requested to so do by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
3. If requested to do so by the District, STREET ACADEMY shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
4. STREET ACADEMY shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
5. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
6. STREET ACADEMY shall include the provisions set forth in paragraphs 1 through 5 (above) in each of its subcontracts.

b. Drug-Free Workplace.

STREET ACADEMY and STREET ACADEMY's employees shall comply with the District's policy of maintaining a drug-free workplace. Neither STREET ACADEMY nor STREET ACADEMY's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any District facility or work site. If STREET ACADEMY or any employee of STREET ACADEMY is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a District facility or work site, STREET ACADEMY within five days thereafter shall notify the District' Charter School Office. Violation of this provision shall constitute a material breach of this Agreement.

c. Compliance with Laws.

1. STREET ACADEMY will comply all applicable state and federal laws and regulations as they may be amended or modified from time to time, including, without limitation, the Ralph M. Brown Act (Gov't. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), conflict of interest laws, including without limitation, the Political Reform Act (Gov't. Code, Section 87100) and Government Code section 1090 and the anti-self-dealing provisions of the Corporation's Code applicable to nonprofit public benefit corporations.
2. STREET ACADEMY shall also comply with all applicable federal and state laws and regulations as they may be amended or modified from time to time, concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. § 1232g), all state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.
3. It shall be the sole responsibility of STREET ACADEMY to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code section 53051. The State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of STREET ACADEMY to file an amendment to the Statement of Facts within 10 days after a change in any of the required information.
4. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of STREET ACADEMY shall be forwarded by the District to the Executive Director of STREET ACADEMY. The District may request that STREET ACADEMY inform the District of how such concerns or complaints are being addressed. STREET ACADEMY shall handle its own uniform

complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 *et seq.*

5. Street Academy facility usage is managed by its Board of Directors and in keeping within the guidelines of the CA State Education Code and in coordination with OUSD.

d. **Fundraising** The Street Academy Foundation will raise funds to increase the Academy budget over and above the revenue limit from sources other than OUSD.

e. **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.

f. **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.
- g. **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.
- h. **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

Gina Hill, Executive Director
Street Academy Foundation
4096 Piedmont Avenue, Box 183
Oakland, CA 94611
510-874-3630
Email: gina.hill@ousd.k12.ca.us

Lucia Moritz
Director, Alternative Education
Oakland Unified School District
707.980.8686
Email: Lucia.Moritz@ousd.k12.ca.us

i. **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 12th day of August, 2015.

OUSD or the District verifies that the Contractor does not appeal on the Excluded Parties List at (<https://www.sam.gov/>).

Street Academy Foundation

By: Syblester Hodge
Date: 8/4/15

Oakland Unified School District

[Signature]
President, Board of Education
Oakland Unified School District

[Signature]
Secretary, Board of Education
Oakland Unified School District

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Approved as to form & content:

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