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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Josh Daniels, General Counsel  
Elizabeth Wendt, Office of Charter Schools

**Board Meeting Date** December 2, 2020

**Subject** Memorandum of Understanding Between Oakland Military Institute and Oakland Unified School District

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**Action** Approve Memorandum of Understanding Between Oakland Military Institute and Oakland Unified School District

**Background** In November 2018, the Oakland Military Institute ("OMI") came before the OUSD Board of Education seeking a 5-year renewal (2019-20 through 2023-24) of its charter. While the Board granted the renewal as requested, the Board raised concerns regarding the Charter School's student safety plan and middle school academic performance during the November 2018 decision meeting.

**Discussion** OMI and the District have finally reached a Memorandum of Understanding ("MOU") to address those concerns raised by the Board. Specifically, the MOU establishes that OMI agrees to:

- Provide OCS with a school safety plan and results from a nationally-recognized culture and climate survey annually,
- Convene student focus groups to discuss student safety concerns on campus, if requested by Office of Charter Schools, and
- Submit two renewal petitions - one including the middle school and one not including the middle school - at the time of next renewal should the charter school fail to demonstrate growth in ELA and math proficiency in two or more years of the charter term.

The OMI Governing Board has previously approved the MOU.

**Fiscal Impact**

No immediate financial impact.

**Attachment**

Memorandum of Understanding Between Oakland Military Institute  
and Oakland Unified School District

**Memorandum of Understanding**  
**Oakland Unified School District and Oakland Military Institute**

This Memorandum of Understanding ("MOU") is entered into as by and between the Oakland Military Institute ("OMI" or the "Charter School") and the Oakland Unified School District ("OUSD") OMI and OUSD are collectively referred to as the Parties.

WHEREAS, in or around 2001, the State Board of Education granted a charter for the formation and operation of the Charter School; and

WHEREAS, in November 2018, the District granted the renewal of the Charter School for a term that began in the 2019-20 school year and ends in the 2023-24 school year; and

WHEREAS, during the November 2018 decision meeting the Board raised concerns regarding the Charter School's student safety plan and middle school academic performance, and directed the Superintendent or designee to work with the Charter School to develop an MOU to address these concerns.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein set forth to be kept and performed by both Parties, the Parties agree as follows:

1. Duration of MOU: This MOU is intended to cover the charter term for Oakland Military Institute that begins in the 2019-20 school year and ends in the 2023-24 school year.
2. Intent of MOU: The intent of this MOU is to address concerns raised by the Oakland Unified School District's Board during the most recent renewal decision meeting for the Charter School, in November 2018. These concerns centered on student safety and middle school academic performance.
3. Specific Provisions: The following table identifies the concerns raised by the Board, the goals to be met by OMI, the timelines under which those should be made, and the agreement negotiated between OCS and OMI should OMI fail to meet these goals.

Board Concern	Goals	Timeline	Agreement if OMI Fails to Meet Goal
An April 2018 San Francisco Chronicle article reported that the mother of an OMI student sued the Charter School regarding a student sexual harassment matter.	OMI shall provide the OUSD Office of Charter Schools ("OCS") with a school safety plan which shall include the safety topics listed in Section 32282(a)(2)(A)-(J).	March 1 of each year.	OUSD may conduct, at its sole expense and within its oversight responsibilities pursuant to Education Code Section 47604.32, an evaluation of OMI's student safety policies and procedures and

			may, at its sole expense and within its oversight responsibilities pursuant to Education Code Section 47604.32, recommend changes to OMI's student safety policies and procedures to the OMI Board of Directors for consideration.
[same as above]	<p>OMI shall annually provide to OCS the results from a nationally-recognized culture and climate survey to be identified by OMI, completed by at least 80% of enrolled students.</p> <p>OMI shall annually produce and provide to the OMI Board, and share with the OCS, a 1-2 page memorandum that describes the Charter School's interpretation of the results of the survey and any actions that will be taken as a result of the survey results</p>	July 1 of each year for the immediately previous school year.	<p>OUSD reserves the right to convene 1-2 focus groups of approximately 30 OMI students each, selected by OUSD (and subject to parent approval). These focus groups will be led by OUSD and need not include OMI faculty or staff..</p>
[same as above]	<p>If requested by OCS, OMI shall convene two student focus groups annually, of up to 30 students each, to discuss student safety concerns on campus. The students to</p>	Annual discussion between OUSD and OMI to plan for the year, by January 1 of each year.	<p>OUSD reserves the right to convene 1-2 focus groups of approximately 30 OMI students each, selected by OUSD (and subject to parent approval). These</p>

	<p>participate in these focus groups shall be reflective of the OMI student population and shall be selected at random with parental approval. Evidence of how the random selection of students occurred shall be provided by OMI to OCS. OCS shall be notified of the time, date, and location of the focus group meetings and shall be invited to attend.</p>		<p>focus groups will be led by OUSD and need not include OMI faculty or staff.</p>
<p>English Language Arts (“ELA”) proficiency of OMI middle school students declined from 34% to 26% between the 2014-15 school year and the 2017-18 school year.</p>	<p>OMI’s middle-school students shall demonstrate growth in ELA proficiency above demographically similar students, as measured by a CORE growth percentile of at least the 50<sup>th</sup> percentile in ELA<sup>1</sup>.</p>	<p>The time period between when OMI is able to reopen its entire educational program and the end of the year prior to the end of the charter term.</p>	<p>If OMI fails to meet this goal for two or more years in the charter term, OMI agrees to submit two renewal petitions at its next renewal: one including the middle school and one not including the middle school.</p>
<p>Math proficiency of OMI middle school students declined from 30% to 14% between the 2014-15 school year and the 2017-18 school year.</p>	<p>OMI’s middle-school students shall demonstrate growth in math proficiency above demographically similar students, as measured by a CORE growth percentile of at least the 50<sup>th</sup> percentile in Math.<sup>1</sup></p>	<p>The time period between when OMI is able to reopen its entire educational program and the end of the year prior to the end of the charter term.</p>	<p>If OMI fails to meet this goal for two or more years in the charter term, OMI agrees to submit two renewal petitions at its next renewal: one including the middle school and one not including the middle school.</p>

<sup>1</sup> If CORE growth percentile data will be unavailable for OMI for the 2020-21 school year or beyond due to the COVID-19 pandemic, then OMI and the District commit to collaboratively define new specific targets no later than June 1 of the impacted school year .



The terms of this MOU are intended by both Parties to be separate and apart from the previously authorized charter. The Parties agree that this MOU is consistent with the approved Charter. If the Parties discover that any terms of this MOU conflict with the terms of the Charter, the Charter shall control the handling or resolution of the particular issue in question. In the event the Parties disagree with the interpretation, application of any term of this MOU, or OMI's compliance with the MOU, the dispute will be addressed using the dispute resolution process included in the approved charter. The parties may utilize any remedy provided by the Education Code, or not otherwise prohibited by law, to enforce the terms of this MOU.

IN WITNESS WHEREOF the parties hereto have executed the MOU as dated below.

Oakland Unified School District

Oakland Military Institute

Name: \_\_\_\_\_

Name: Stanley Echols

Signature: \_\_\_\_\_

Signature: [Signature]

Title: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

Date: 11/23/2020

APPROVED AS TO FORM

Name: John R. Yeh, Burke, Williams & Sorensen, LLP

Signature: [Signature]

Title: Partner

Date: November 23, 2020