

**MEASURE N COMMISSION**

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Oakland, CA 94607-4099



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools. Thinking Students.

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**Measure N - College & Career Readiness - Commission**

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# Memo

**To** Board of Education

**From** Measure N Commission  
Jason Gumataotao, Chairperson  
Louise Waters, Vice Chair  
Whitney Dwyer, Secretary  
Emma Paulino, Member  
James Harris, Member

**Board Meeting Date** September 7, 2021

**Subject** Memorandum of Understanding  
Contractor: ARISE High School  
Services for: High School Linked Learning Office

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**Action Requested and Recommendation** Approval by the Board of Education, upon recommendation of the Measure N Commission, of a Measure N Memorandum of Understanding between District and ARISE High School for Fiscal Year 2021-2022, to ensure that revenues from the Measure N College and Career Readiness for All Act ("Measure N") are spent in strict accordance with Measure N and is also an oversight and operational agreement that outlines and defines the Parties' respective operational and reporting responsibilities for Measure N, in an amount not to exceed \$422,625.00.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

The Charter School shall be entitled to receive reimbursement for Measure N funds expended for a per pupil allocation of \$850, for each OUSD resident enrolled in the Charter School, for a total amount not to exceed \$422,625.00.

The Charter School shall not receive reimbursement of Measure N funds, as set forth in Section 4.1, unless the Charter School has first met all of the following requirements:

- a. The Charter School has submitted a Measure N Education Improvement Plan and budget to the Commission and OUSD Governing Board ("Board"), and received approval for the Measure N Education Improvement Plan and budget from both the Commission and Board.
- b. The Charter School commits to developing a Career Academy structure, either as a school or as a program within a larger school.
- c. The Charter School commits to making strategic investments in each of OUSD's 4 Pillars of Linked Learning: Rigorous Academics, Career Technical Education, Work Based Learning, and Integrated Student Supports.
- d. The Charter School commits to using revenue received from Measure N only for purposes permitted under Measure N and for educational services that are supplemental to the base program, and not to supplant, or replace, funds from general purpose dollars.
- 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 N

**Attachments**

- Memorandum of Understanding
- Exhibit A, I. Measure Text, II. Full Text of the Measure
- Schedule A, Measure N Charter School Reporting and Monitoring Activity

# **MEMORANDUM OF UNDERSTANDING**

## **Measure N Memorandum of Understanding Between Oakland Unified School District and ARISE High School**

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

1.1 The Oakland Unified School District ("OUSD") and ARISE High School ("Charter School") (collectively "Parties") enter into this Measure N Memorandum of Understanding ("MOU") to ensure that revenues from the Measure N College and Career Readiness for All Act ("Measure N") are spent in strict accordance with Measure N.

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.

1.2 This MOU is aligned with the letter and intent of Measure N.

1.3 By approving the Charter School's Measure N Education Improvement Plan, OUSD will provide certain oversight regarding the Charter School's expenditures of Measure N and the Charter School's adherence to the accountability measures of Measure N. However, the Charter School is solely responsible to ensure that expenditures are correct and consistent with Measure N.

1.4 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 to this MOU agree that 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 the date upon which it is fully executed by the duly authorized representatives of the Parties and shall stay in effect until June 30, 2022, unless terminated earlier by OUSD. OUSD may terminate this MOU, without cause, upon 30 days written notice to the Charter School.

2.2 The MOU will automatically expire upon the non-renewal by the District and/or closure of the Charter School. Upon the non-renewal by the District and/or closure of the Charter School, the Charter School shall no longer be eligible to receive Measure N funds. The MOU will also automatically expire upon the Charter School no longer receiving Measure N funds.

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

### 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, on or before the due dates specified therein.

3.2 The Charter School shall promptly respond to all reasonable inquiries by OUSD and/or the Measure N Commission ("Commission"), their respective designees or agents, and/or any other authorized agency, including but not limited to financial inquiries relating to the Charter School.

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

### 4. FUNDING

4.1 The Charter School shall be entitled to receive reimbursement for Measure N 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 \$422,625.00.

4.2 The Charter School shall not receive reimbursement of Measure N funds, as set forth in Section 4.1, unless the Charter School has first met all of the following requirements:

- (a) The Charter School has submitted a Measure N Education Improvement Plan and budget to the Commission and OUSD Governing Board ("Board"), and received approval for the Measure N Education Improvement Plan and budget from both the Commission and Board.
- (b) The Charter School commits to developing a Career Academy structure, either as a school or as a program within a larger school.
- (c) The Charter School commits to making strategic investments in each of OUSD's 4 Pillars of Linked Learning: Rigorous Academics, Career Technical Education, Work Based Learning, and Integrated Student Supports.
- (d) The Charter School commits to using revenue received from Measure N only for purposes permitted under Measure N and for educational services that are supplemental to the base program, and not to supplant, or replace, funds from general purpose dollars.
- (e) The Charter School commits to identifying specific goals to decrease academic outcome disparities for academically low-achieving students.

4.3 OUSD will reimburse the Charter School's approved Measure N expenditures on a quarterly basis, in accordance with the timeframes set forth in Schedule A, conditional upon the following:

- (a) Measure N funds are being collected during the fiscal year by Alameda County;
- (b) The Charter School is in compliance with this MOU and Measure N; and,

