



The Oakland Public Education Fund (“OPEF”), on one hand, and on the other hand, the participating charter schools (“charter school”). OPEF and the charter school are sometimes referred to herein each as a “Party” and together as the “Parties.”

RECITALS

The goal of the K2C Program, a program of the Oakland Promise, is to create a college bound identity in all Oakland students, starting in Kindergarten, and to create systems of support for families to prepare for college. In particular, all **kindergarten and 1st grade students at each participating school will be eligible to receive a hundred dollar (\$100) early college scholarship. K2C will provide other support to participating schools relating to college-going activities, and will assist families with opening their own 529 College Savings Accounts (CSAs).** Each kindergarten and first grade family that opens a college savings account through the K2C Program will receive an additional fifty dollars (\$50) deposited into their CSA. If a family saves any amount of money for six months within one year of opening the CSA, an additional fifty dollars (\$50) will be contributed by the Oakland Promise to the family’s CSA.

NOW THEREFORE, in consideration of the Parties’ mutual covenants and agreements set forth in this MOU, the Parties wish to make the following mutual commitments to each other and to set the following terms and conditions to govern the implementation of K2C programs in District schools in the 2017-2018 school year:

COMMITMENTS, TERMS, & CONDITIONS

I. Commitments of Participating Schools.

A. Each participating school commits to making the K2C Program and Oakland Promise a priority and fully integrated as a part of the culture and goals of each school. This includes identifying a point person that, as part of their job responsibilities, will be the school liaison to the Oakland Promise and K2C. A committed K2C team at each participating school will be established, which will consist of at least the following four people: the principal, a kindergarten teacher, a community manager/parent liaison, and a parent leader. This team is responsible, in collaboration with the Oakland Promise staff, for implementing this program. A participating school may opt to include additional people to the K2C Team.

B. Quarterly family outreach and engagement activities will be held at each participating charter school around going to college and the K2C program. These events will include support for families to sign up for their own CSA to ensure we meet our goal

of at least 30% of families opening their own CSA.

C. A college-going culture will be fostered by, among other things, having each participating school on an annual basis visit a local college, host a launch event, implement at least 10 lessons relating to college and the K2C Program in each kindergarten and first grade classroom at the school, displaying college going visuals throughout the school, and otherwise engage in activities that promote the K2C Program (e.g., assemblies, newsletters, hallway displays).

D. The K2C Program will be provided at least one opportunity per year for the Oakland Promise team to address the entire school staff about the Oakland Promise at each participating charter school.

E. Each participating school commits to sending a team to the following K2C Program events: three convenings (Fall, Winter, Spring) and the Oakland Promise Annual Report.

F. Each participating school will distribute and collect all required Oakland Promise forms and literature, such as opt-out letters, and will communicate regularly with the K2C Project Director.

G. Each participating school will provide meeting space at its site before, during, or after school to conduct Oakland Promise events, such as parent and teacher trainings and to help sign up families for CSAs. Space will have access to internet and computers to enroll families.

H. Each participating school will contribute based on the number of Kindergarten students they have enrolled each year.

1. 30 and under K students: \$2,000 annually

2. 31-50 K students: \$3,000 annually

3. 51-70 K students: \$5,000 annually

4. 71+ K students: \$7,000 annually

I. Each participating charter school will work with an evaluation team to assess the effectiveness of the K2C Program by, among other things, doing the following:

1. Students, teachers, parents, principals, and site staff will take an annual K2C survey. The principal will work with K2C staff to determine the best way to complete this survey.

2. Participate in annual review of K2C implementation, which will include a walkthrough of a school's site by K2C staff.
4. Participate in the Alameda First 5 Kindergarten Readiness survey.
5. Providing enrollment data to the Oakland Promise team for administration of the early college scholarship.

II. Commitments of K2C and OPEF.

A. A one hundred dollar (\$100) early college scholarship for all eligible kindergarten and first grade students (available upon graduation from an Oakland public high school with at least a 2.0 GPA after attending at least 4 non-consecutive years in Oakland public schools).

B. CSA Incentive Funding (K-1): District families with children in kindergarten or first grade at participating K2C schools who open their own CSA will receive \$50 for opening the CSA and an additional \$50 for saving any amount of money in the CSA for six months, within the first 12 months of opening the CSA. These incentives will be deposited into the families' CSA (i.e. up to \$100 per child). This CSA is family owned and portable.

C. CSA Incentive Funding (2-5): The first 500 district families with children in second through fifth grades at participating K2C schools who open their own CSA will receive \$50 for opening the CSA and an additional \$50 for saving any amount of money in the CSA for six months, within the first 12 months of opening the CSA. These incentives will be deposited into the families' CSA (i.e. up to \$100 per child). This CSA is family owned and portable.

D. Support to site leadership, teachers, community managers, parent leaders and other staff in implementing the K2C Program. This includes staff support for the launch of K2C at each participating school site and the planning and implementation of quarterly parent engagement meetings and CSA sign-up nights.

E. Fifteen lesson plans designed for kindergarten to second grade classrooms will be developed to support the building of a college bound identity in all students, which kindergarten and first grade teachers will be expected to teach at least ten of throughout a year.

F. An Innovation Fund of \$1,000 to be distributed to each participating school to pay for activities to promote the K2C Program, such as field trips, refreshments for parent engagements, and college materials/visuals.

III. Mutual Commitments, Terms & Conditions.

A. Term. This MOU shall be effective from the date of authorized signature by both Parties through July 1, 2018, and shall renew for one-year periods unless the MOU is terminated earlier by either party. This MOU may be terminated by either party at any time with 30 days advance written notice, for any reason or for no reason. In the event of termination, the terminating party agrees to use best efforts to plan for the transition of the program, if requested by the non-terminating party. This MOU is contingent upon the funding of early college scholarships annually through the Oakland Promise.

B. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on school property. No students, staff, visitors, contractors or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

C. Assignment. The obligations of the Parties under this MOU shall not be assigned without the express prior written consent of the other Parties.

D. Fingerprinting/Tuberculosis Screening.

1. OPEF shall screen all employees who will be working at school sites for more than six hours. OPEF will affirm that each employee has undergone a Tuberculosis Risk Assessment consistent with the requirements under California Education Code section 49406.

2. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to OPEF and OPEF will, as needed, certify that they have complied with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 with respect to all of their employees (“Staff”) who may have contact with students in the course of providing services pursuant to this MOU. OPEF further certifies that upon receipt, it will review fingerprint results for its Staff and request and review arrest records for all Staff who may come into contact with pupils in providing services on school property under this MOU.

E. Data Sharing. The Parties agree that student information obtained under written parental consent may be shared with subcontractors for the uses approved in the signed parental consent form if said subcontractors are identified in the consent form as potential recipients of student information. Subcontractor duties may include program administration, management and incentives; the Parties further agree that directory information that has been provided to the OEF may be shared with OEF subcontractors only as may be necessary for the following purposes: (i) to determine eligibility for the aid; (ii) to determine the amount of the aid; (iii) to determine the conditions for the aid; (iv) to enforce the terms and conditions of the aid. 20 USC 1232g(b)(1)(D); 34 CFR

99.31(a)(4); Cal. Ed. Code 49076(a)(2)(B). However, said subcontractors shall only receive “directory information” after proper notice in accordance with California Education Code section 49073.

The Parties further agree to develop a data sharing agreement that complies with state and federal law.

F. Indemnification. OPEF and the K2C Program shall defend, release, hold harmless, and indemnify participating Oakland charter schools, officers and/or employees from any and all claims which arise out of the negligent acts and/or omissions of OPEF or the K2C Program and officers, directors, agents, volunteers, contractors, and/or employees, in connection with the performance of this MOU. It is further agreed that participating Oakland charter schools shall defend, release, hold harmless, and indemnify OPEF and the K2C Program, and their officers, directors, agents, volunteers, contractors, and/or employees from any and all claims which arise out of the negligent acts and/or omissions of participating Oakland charter schools, its officials, officers and employees, in connection with the performance of this MOU. In the event of concurrent negligence of the Parties, the liability for any and all claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

G. Jurisdiction. This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

H. Notices. Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

OPEF

Contact: Brian Stanley
Address: 1000 Broadway, Suite 300,
Oakland, CA 94607
E-mail: brian@oaklandedfund.org

Copy to: David Korsak
E-mail: david@oaklandedfund.org

Charter School

Contact:
Address:
E-mail:

Copy to:
E-mail:

K2C Program

Contact: Mary Padden
Address: 1000 Broadway, Suite 600,
Oakland, CA 94607
E-mail: mary.padden@ousd.org

Copy to:
E-mail:

I. Integration and Modification. 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 in writing, signed by all Parties.

J. Assignment. The rights and obligations of each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

K. Waiver. No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

L. No Rights in Third Parties. This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

M.

N. Signature Authority. Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.

O. Counterparts. This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Memorandum and Agreement to be duly executed by an appropriate officer as of the Effective Date stated above written.

**KINDERGARTEN TO COLLEGE, a
project of the Oakland Public Education
Fund**

By: _____
Name: Mary Padden
Title: Project Director, Kindergarten to
College

**PARTICIPATING OAKLAND CHARTER
SCHOOL**

By: _____
Name:
Title:
School:

**THE OAKLAND PUBLIC
EDUCATION FUND, fiscal sponsor of
Kindergarten to College**

By: _____
Name: Brian Stanley
Title: Executive Director of the Oakland
Public Education Fund