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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date April 27, 2022

Subject Memorandum of Understanding – Alameda County Office of Education – Improving Educational Outcomes by Collaboratively Supporting Homeless Students – Community Schools and Student Services Department

Ask of the Board Ratification by the Board of Education of Memorandum of Understanding (MOU) by and between the District and Alameda County Office of Education (ACOE)

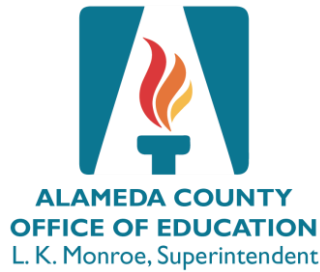
Background The McKinney-Vento Homeless Assistance Act (McKinney-Vento Act) is federal legislation that ensures the educational rights and protections of children and youth experiencing homelessness. It requires all local educational agencies (LEAs) to ensure that homeless students have access to the same free, appropriate public education, including public preschools, as provided to other children and youth. The McKinney-Vento Act defines LEAs as public school districts, direct-funded and locally funded charter schools, and county offices of education. The McKinney-Vento Act also authorizes the funding for the federal Education for Homeless Children and Youth Program.

Discussion In support of students experiencing homelessness, ACOE and OUSD agree that OUSD shall maintain adequate inventory of and access to grade-appropriate books for homeless students throughout the District. OUSD will also purchase the Case Magic case management database tool, institute a Parent Volunteer Stipend, and provide AC Transit Youth Passes. District will also provide appropriate laptop computer and equipment for Case Manager at Elementary School Networks, provide mileage reimbursement for staff who conduct home/community visits for the purpose of ticket drops, food, equipment, and wellness checks, and District will ensure staff have adequate office and printing supplies and equipment for printing applications and copying enrollment documents.

On February 2, 2022, District staff executed an agreement to provide the services described and to receive up to \$30,250.00 in funding.

Fiscal Impact Funding to the District in an amount not to exceed \$30,250.00

Attachment(s) • Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Oakland Unified School District (OUSD)**.
- PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and (**OUSD**) to **improve educational outcomes by collaboratively supporting homeless students attending Alameda County schools.**
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until **December 31, 2022.**

SCOPE OF SERVICES:

- A. The ACOE shall serve as the authorized fiscal agent/manager for the sub grant. This includes providing leadership, collaboration, and fiscal oversight for the duration of the sub grant. In exchange for the support and services to be provided under the terms and conditions of this Agreement, ACOE shall pay **OUSD** a total not to exceed **\$30,250**. **OUSD** will provide a quarterly invoice and required back-up documentation to support time and effort on identified tasks/activities. ACOE will also collaborate with Oakland USD to ensure grant assurances and financial obligations are fulfilled by both parties.
- 1) The **OUSD** shall use grant funds to support the following programs:
- Scholastic Book Order for unhoused and housing insecure students. Grade level appropriate and addressing equity of underserved populations. Books will be provided to elementary, middle and high schools throughout the district serving a large number of MKV students. Students will receive additional reading support from the schools resource teachers.
 - Purchase of Case Magic (case management database tool to track support for unhoused families), contingent on Board approval of purchase contract. Increase tracking of academic and social services provided, family housing status for program Tier III students and their families. Design tool to capture housing status, academic progress and track referrals to community & school based services.
 - Parent Volunteer Stipend \$500/month. Current MKV parent will serve as Program Receptionist greeting parents, providing clerical support, program data entry and scheduling appointments. On the job training to parent volunteer currently enrolled in the program.

- d) Laptop w/ camera for ESSER Funded Case Manager. Equipment needed for Case Manager who will be assigned to support at the school-site level. Case manager will be assigned to support the Elementary School Network and meet students and families at school sites and to shore up academic supports as needed.
- e) AC Transit Youth Passes to support Unaccompanied Youth from Central America and Afghan Refugees. Monthly MKV transportation to support students getting to school; court and case management appointments. These students are provided with bus tickets upon enrollment and check in monthly with their case managers to have tickets reissued and receive other resources.
- f) Mileage Reimbursement for Refugee/Asylee and MKV Case managers and staff. Case managers who conduct home/community visits for the purpose of ticket drops, food, equipment, and wellness checks.
- g) Office Supplies for MKV printer, ink cartridges and paper. Ink needed for printing Program Application and copying much needed documents for student enrollment. Receipts for purchase of office supplies as needed.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors involved in implementation of the programs described herein, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless **OUSD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, **OUSD** shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **OUSD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **OUSD** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. ACOE and **OUSD** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **OUSD** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by **OUSD** under the terms and conditions of this Agreement, **ACOE** shall pay **OUSD** the amount of **(\$30,250)**. **OUSD** shall invoice **ACOE** **quarterly**.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

To ACOE: **Alameda County Office of Education**
313 West Winton Avenue
Hayward, CA 94544
Monica Vaughan
mvaughan@acoe.org

To OUSD: **Oakland Unified School District**
1000 Broadway, Suite 150
Oakland, CA 94501
Kyla Johnson-Trammell
Kyla.Johnson@ousd.org

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and **OUSD**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **OUSD**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **OUSD** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

OAKLAND UNIFIED SCHOOL DISTRICT

Monica Vaughan
Monica Vaughan, Chief of Schools

Kyla Johnson-Trammell
Kyla Johnson-Trammell, Superintendent

Date: February 2, 2022

Date: February 2, 2022

L.K. Monroe
SignNow e-signature ID: 9f0512f0c3...
02/22/2022
L.K. Monroe, Superintendent ACOE

G.S.D. Yee
Gary Yee, President, BOE

Date: 02/22/2022

Approved as to form by OUSD Attorney
Carrie M. Rasmussen on 2/1/2022

Carrie M. Rasmussen