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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Learning

Board Meeting Date September 9, 2020

Subject Memorandum of Understanding
Contractor: Alameda County Office of Education
Services For: Inclusive Early Education Expansion Program Grant (IEEEP) via the Early Childhood Education Department

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Alameda County Office of Education, Hayward, CA, for the latter to provide new inclusive early learning inclusion support via classroom construction, facilities renovation, adaptive equipment and inclusion-focused professional development. The overall aim of this grant fund is to expand and increase quality education opportunities for children with and without identified disabilities for the period of September 23, 2020 through December 31, 2024, in an amount not to exceed \$2,418,669.00.

Background Oakland Unified School District (OUSD), Early Learning Department successfully applied and competed as a subcontractor, in partnership with Alameda County Office of Education, for early learning inclusion support for 28 of its sites. Additionally, OUSD included early learning programs in its LEA service area composed of, but not limited to City of Oakland Head Start, Bananas, YMCA of the East Bay, Salvation Army, St. Vincent, Supporting Future Growth, Kidango, Seneca, Unity Council, St. Mary's, Peralta Community College and (Laney and Merritt College) as a requirement of the grant.

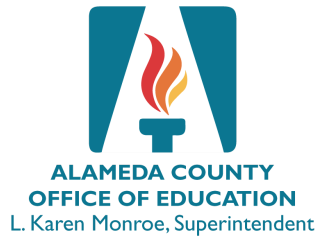
Competitively Bid Was this contract competitively bid? Yes, this was a competitive bid statewide process. if no, exception:

Fiscal Impact Funding resource(s): 6128 Inclusive Early Education Expansion Program (IEEEP) will receive a grant for the amount not to exceed: \$2,418,669.00.

The allocation of the grant is as follows: OUSD will receive two types of funding under facilities. (1) The funding for new construction is \$500,000 and (2) the funding for classroom renovation is \$1,368,669.00. The funding for adaptive equipment is \$100,000. The Professional Development Funding is \$450,000.

Attachments

- Board Memo
- 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 leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and/or provide inclusion-focused professional development as outline in this district's submitted grant application and as directed by the CDE, and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities.
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2024.

SCOPE OF SERVICES:

- A. ACOE will provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grand total not to exceed: \$2,418,669.00, and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall IEEEEP grant management, convene monthly Interagency Inclusion Collaborative meetings, offer mandatory professional development trainings topics, support and meet with district leaders and staff as necessary to ensure the outcomes of the IEEEEP grant; and as required by the California Department of Education (CDE).
- B. OUSD will ensure the following CDE grant criteria is met and that grant strategies are implemented as outlined in the District's IEEEEP descriptor to ACOE:

Facilities: OUSD will receive two types of funding under facilities. 1) The funding allocation for new construction is \$500,000.00 and 2) the funding allocation for classroom renovation is \$1,368,669.00. The funding allocation for new classroom construction can only be used by the district for new facility construction that will assist children with disabilities, including children with severe disabilities, with increasing access to inclusive Early Learning and Care (ELC) programs. The funding allocation for renovation is to be used for renovations that will assist children with disabilities, including children with

severe disabilities, to assist with increasing access to inclusive Early Learning and Care (ELC) programs, and is available for use by both district and their ELC consortium.

- a. All facilities projects must be undertaken to meet Americans with Disabilities Act (ADA) compliance and universal design for learning. ADA compliance projects are preferred and major maintenance projects that increase accessibility for children with disabilities in ELCD programs. All ADA repairs or renovations must comply with the ADA Accessibility Guidelines for Buildings and Facilities which can be found on the ADA and ABA Accessibility Guidelines for Buildings and Facilities web page at https://www.ada.gov/2010ADASTandards_index.htm. Refer to universal design principles identified by the Centre for Excellence in Universal Design web page at <http://universaldesign.ie/What-is-Universal-Design/>.

The district utilizing facilities funding must include evidence of a facilities development plan that meets all school facility requirements and local building and renovation code requirements. This plan will be submitted to ACOE, and must include a detailed plan that describes all renovation activities that are planned, a timeline for the planned activities, start dates, progress benchmarks, and final completion.

All work must be initiated before July 31, 2021, and will be utilized to to enroll and reflect increased access for children with disabilities.

1. **Adaptive Equipment:** The funding allocation for adaptive equipment is \$100,000.00, and to be utilized for the purchase or building of adaptive equipment or to modify or repair existing equipment to render it more useful for children with disabilities in both districts and ELC consortium. The adaptive equipment must:
 - a. Improve the accessibility and quality of both indoor and outdoor environments to support the participation of children with disabilities in all daily activities and routines.
 - b. Enhance participation and access to instructional materials and activities in inclusive ELC programs.
 - c. Universally designed and meet Americans With Disabilities Act standards.

Note: If the ELC facility discontinues participation within the grant period, all retrievable materials purchased must be returned to the LEA.

2. **Professional Development:** The Professional Development Funding allocation is \$450,000.00, and can be used by District and ELC consortium providers for professional development to ensure that ELC staff are prepared to serve children with a broad range of disabilities, including children with severe disabilities. ACOE will provide further information on the five CDE *required* trainings and three *recommended* to meet the CDE's professional learning requirements.
3. **Planning Teams:**
 - a. Implement a District leadership team to establish inclusive ELC programs for children with disabilities. Meeting topics will include, and not limited to, the specific activities to be

conducted, desired outcomes, collaborative agreements with local partners, timelines, and sustainability. Members of the District leadership team may include, but are not limited to, school principals, special and general education teachers, parents, public and private child care agencies, Quality Counts California, and First 5 Alameda County.

- b. Send a representative to the ACOE monthly Interagency Inclusion Collaborative meetings.
- c. Submit a plan to ACOE outlining the implementation of evidence-based inclusive practices throughout the funding period.

4. Reporting

- a. Submit grant reports to ACOE in a timely manner as directed by the CDE.

<u>Reporting Period</u>	<u>Due to ACOE</u>
● July 1 (June 15th first fiscal year)-September 30	October 7
● October 1-December 31	December 7
● January 1-March 30	April 7
● April 1- June 30	July 7

5. Payment Schedule:

- 1. 25 percent of the grant award will be distributed upon receipt of the signed MOU.
- 2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
- 3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, 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 \$2,418,669.00. OUSD shall invoice ACOE as determined by the CDE, with the final invoice due to ACOE no later than December 15, 2024.

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:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

To OUSD Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

INTEGRATION:

This M.O.U. represents the entire and integrated 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 a 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

L. Karen Monroe



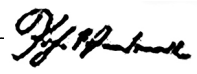
(Name of Representative)

Alameda County Superintendent of Schools

Jody London, President, BOE

Printed Name and Title

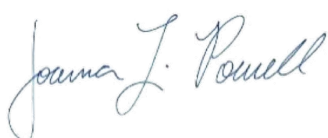
Date: _____

Date: 9/10/2020 

(Associate Superintendent Signature)

Kyla Johnson-Trammell, Secretary, BOE
Approved as to form by
OUSD Staff Attorney Joanna Powell
on 8/14/2020.

Printed Name and Title



Date: _____